FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

WASTEWATER IMPROVEMENT PROJECT: Report by Jerry Sonderegger, Burns and McDonnell, presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **RODGERS WATER TANK:** A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.

3. **WATER MAIN REPLACEMENT:** A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.

4. **GREGG AVE:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.

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

Meeting of September 17, 2002

JORDAN					
REYNOLDS					
THIEL					
YOUNG					
MARR					
BECHARD					
DAVIS					
SANTOS					
COODY					

JORDAN					
REYNOLDS					
THIEL					
YOUNG					
MARR					
BECHARD					
DAVIS					
SANTOS					
COODY					

Meeting of September 17, 2002

JORDAN	✓	✓	✓	✓		
REYNOLDS	✓	✓	✓	✓		
THIEL	✓	✓	✓	✓		
YOUNG	✓	✓	✓	✓		
MARR	✓	✓	✓	✓		
BECHARD	✓	✓	✓	✓		
DAVIS	✓	✓	✓	✓		
SANTOS	✓	✓	✓	✓		
COODY						
				5-3		

JORDAN	✓		✓		
REYNOLDS	✓		✓		
THIEL	✓		✓		
YOUNG	✓		✓		
MARR	✓		✓		
BECHARD	✓		✓		
DAVIS	✓		✓		
SANTOS	✓		✓		
COODY					

Meeting of September 17, 2002

RZW 02-8.00	LS BD. 2ND	LS 3RD LJ.	PASS		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	✓	✓	✓		
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY			FAILED		

RZW 02-23.00	TABLE BD 10/11 LS.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
MARR	✓				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of September 17, 2002

RZN 02-24.00 IC 2ND UJ * BL 2ND RR PASS *

JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	✓	✓	✓		
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

RZN 02-25.00 FP RL. 3RD Differ

JORDAN	✓	✓			
REYNOLDS	✓	✓			
THIEL	✓	✓			
YOUNG	✓	✓			
MARR	✓	✓			
BECHARD	✓	✓			
DAVIS	✓	✓			
SANTOS	✓	✓			
COODY					

Meeting of September 17, 2002

Public Comment Authority BD ICS. 3rd.		PASS			
JORDAN	✓	✓			
REYNOLDS	✓	✓			
THIEL	✓	✓			
YOUNG	✓	✓			
MARR	✓	✓			
BECHARD	✓	✓			
DAVIS	✓	✓			
SANTOS	✓	✓			
COODY					

9:35 ✓

TRAFFIC STUDY.	motion table BT.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
MARR	left at 10:25				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of September 17, 2002

VA OZ-6.00	ICS 2ND LJ	ICS 3RD LJ	PASS		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	—				
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

RZN OZ-2600	RD 2ND TB.	RR 3RD TB.	PASS		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	—		✓		
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

Meeting of September 17, 2002

VA 2-9+10.	KC 2ND LJ.	BD 3RD LJ.	PASS		
JORDAN	✓	✓	✓	X	
REYNOLDS	✓	✓	✓	X	
THIEL	✓	✓	✓	X	
YOUNG	✓	✓	✓	X	
MARR	—				
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

SB LIVES					
JORDAN					
REYNOLDS					
THIEL	left is X				
YOUNG	mr yadly				
MARR	—				
BECHARD					
DAVIS					
SANTOS					
COODY					

Meeting of September 17, 2002

Mot. to Amend Ct. Plan	ICS 7/13.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
MARR	—				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

JORDAN					
REYNOLDS					
THIEL					
YOUNG					
MARR					
BECHARD					
DAVIS					
SANTOS					
COODY					

adj. 10:40.

FAYETTEVILLE

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WASTEWATER IMPROVEMENT PROJECT: Report by Jerry Sonderegger, Burns and McDonnell, presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

PASSED **A. CONSENT**

1. **APPROVAL OF THE MINUTES**

9-3-02 2. **RODGERS WATER TANK:** A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.

9-3-02 3. **WATER MAIN REPLACEMENT:** A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.

YES 9-3-02 4. **GREGG AVE:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.

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

5. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

6. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

7. **TASK ORDER #13:** A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

B. OLD BUSINESS

1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting. (PASSED AS AMENDED)

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the ~~second~~ first reading at the September 3, 2002 meeting. (PASSED)

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting. (PASSED)

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting. (PASSED)

C. NEW BUSINESS

1. **TRAFFIC STUDY:** A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment. (TABLED UNTIL C.C. Mtg. 10-1-02)

2. **VA 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres. (PASSED)

3. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential. (PASSED)

4. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements. (PASSED)

(LEFT ON FIRST READING)

5. **SETBACK LINES:** An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.

NOS. 147-92

6. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street. (PASSED)

(adjourned 10:40)

FAYETTEVILLE

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TOWN CENTER: Annual report from the Town Center.

A. CONSENT

PASS

1. APPROVAL OF THE MINUTES

RES. 141-02 **2. RODGERS WATER TANK:** A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.

RES. 142-02 **3. WATER MAIN REPLACEMENT:** A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.

RES. 143-02 **4. GREGG AVE:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.

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5. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

6. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

7. **TASK ORDER #13:** A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

B. OLD BUSINESS

PASS AS AMENDED

1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting. ~~Bartlett~~ amended.

FAILED

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

TABLED 10/1/02

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting. request to table.

PASS

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the ~~second~~ 1st reading at the September 3, 2002 meeting.

ORD. 4417 PASS

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

ORD. 4418 PASS

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

C. NEW BUSINESS

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tabled 10/1/02

ORD. 4419 PASS

2. **VA 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.

ORD. 4420 PASS

3. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

ORD. 4421 PASS

4. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

left on 1st reading

5. **SETBACK LINES:** An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.

6. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

PASS

adjourned to 10:55.

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Yes this should have been on 1st Reading

Bob this should be on 1st Reading
Did he thought

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

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6. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

Purpose of the Fayetteville Citywide Traffic Study

1) Traffic Management Policy Statements

- Development Assessment
- Smart Growth
- Traffic Calming
- Access Management

2) Street Capacity Improvement Needs

- Short Range Projects
- Long Range Projects

BUCHER, WILLIS & RATLIFF CORPORATION

Professional Services

- Major Street System
- 100 Intersections
- 29 Tasks
- 10 Meetings with City and Public
- Traffic Data Collection
- 20 Year Traffic Forecasts
- Existing and 20 Year Street Capacity Deficiencies
- Existing and 20 Year Improvements
- Cost Estimates
- Improvement Priorities
- Documentation
- 2500 Man Hours
- 10 Month Schedule

BUCHER, WILLIS & RATLIFF CORPORATION

Qualifications of Team

- **BWR**
  - ENR Top 500
  - Multi-Disciplined
    - Community Planning
    - Traffic Engineering
    - Transportation Planning
    - Municipal Engineering
  - Kansas City Office
- **Project Manager**
  - Vice President of Traffic Engineering
  - 26 Years Experience in Traffic
  - Principal of Firm
  - Professional Engineer, PTOE Certification
  - Numerous Similar Projects
- **Similar Projects**
  - Arkansas City, Kansas Traffic Safety and Operations Study
  - Prairie Village, Kansas Traffic Safety and Operations Study
  - Leawood, Kansas Traffic Safety and Operations Study
  - Olathe, Kansas K-10 & K-7 Corridor Growth Management Study
  - Lee's Summit, Missouri M-291 and M-150 Corridor Growth Management Study
  - St Joseph, Missouri US-169 and MO-6 Access Management Study

BUCHER, WILLIS & RATLIFF CORPORATION

Fayetteville Town Center
Annual Report to Fayetteville City Council
Presented Tuesday, September 17, 2002

Goals (as stated in Article V, Section 507 of the *Lease and Agreement between the City of Fayetteville, Arkansas and the A&P Commission of the City of Fayetteville, Arkansas*)

1. Generate increased tourism for Fayetteville
2. Remain financially viable with all debts and obligations paid timely
3. Serve the Fayetteville community by use for local, non-profit groups and other community events

I. Increased Tourism

a. Total Contracts executed between September 1, 2001 and August 31, 2002 - **206**.
   i. 8/31/2001 to 12/31/2001 – **79**
   ii. 1/1/2002 to 8/31/2002 - **127**

b. Total Events hosted between September 1, 2001 and August 31, 2002 - **129**
   i. 8/31/2001 to 12/31/2001 – **54**
   ii. 1/1/2002 to 8/31/2002 - **75**

c. Estimated Tourism Revenue from events hosted between September 1, 2001 and August 31, 2002 drawing out-of-town guest. Revenues estimated at $191 per person per visit.

Event Name	Estimated # Visitors	Estimated Revenue
UA School of Law - Continuing Education	50	9,550.00
AR Bar Association	100	19,100.00
Trails and Greenways Forum	150	28,650.00
Desert Fire Belly Dance Seminar	250	47,750.00
Governor Huckabee Reception	250	47,750.00
Ozark Cooperative Warehouse Annual Meeting, Fall '01	250	47,750.00
Ozark Cooperative Warehouse Annual Meeting, Spr '02	250	47,750.00
Hutchinson Campaign, Vice Presidential Visit	300	57,300.00
American Institute of Architects State Convention	350	66,850.00
Bull/Sandlin Wedding Reception	350	66,850.00
NOARK HR Association	400	76,400.00
AR Aviation Historic Society	500	95,500.00
Joy Ministries Conference	500	95,500.00
Staffmark Holiday Party	500	95,500.00
AHSCA Coaches and All Star Clinic	600	114,600.00
TOTAL	**4800**	**916,800.00**

II. Financial Viability

a. Summary
   i. 2001 – Actual
      1. Income - $170,186.89
      2. Expenses - $67,618.06 **(Does not include salaries)
   ii. 2001 – Budget
      1. Not Available
   iii. 2002, January 1 to July 31– Actual
      1. Income - $143,792.74 **(+57%)**
      2. Expenses - $206,160.52 **(-19%)**
   iv. 2002, January 1 to July 31 – Budget
      1. Income - $83,113.18
      2. Expenses - $246,033.00
   v. Contracted Charges - $351,730.09
      1. (Year End 2001) - $140,688.90
      2. (1/1/02 to 8/31/02) - $211,041.19

III. Community and Non-Profit services

a. Total Events between September 1, 2001 and August 31, 2002 - **148**.
   i. 8/31/2001 to 12/31/2001 – 54
   ii. 1/1/2002 to 8/31/2002 – 75
b. Non-Profit Events between September 1, 2001 and August 31, 2002 - **37**
   i. 8/31/2001 to 12/31/2001 – 17
   ii. 1/1/2002 to 8/31/2002 - 20
c. Average Square Footage Rate – Overall / Non-Profit
   i. 8/31/2001 to 12/31/2001 – $.167 / $.104 per square foot
   ii. 1/1/2002 to 8/31/2002 - $.241 / $.146 per square foot
d. List of Non-Profit events from 8/31/01 to 8/31/02
   i. Attached
e. Community Service Review (from 2001 report)
   i. To provide plaza venue for speaking and music events open to the public.
   ii. To work with the Fayetteville Farmer's Market to expand current market area onto plaza and to provide public restrooms.
   iii. To host a public, ticketed event for the community.
   iv. To host trade shows and fairs as a venue for local businesses and associations
   v. To approach organizations with established productions to investigate working with Fayetteville and Fayetteville Town Center.

IV. **Conclusions** (from Commitments reported to City Council in 2001)

a. The management and staff of the Fayetteville Town Center will provide our clients with exceptional service and value. While we will rarely be the least expensive facility in the area, we will strive to provide the best value.

i. Evaluation Scores rating Facility, Staff & Operations on a scale of 1 to 4 (see attached report) – overall score of **3.9**

ii. Customer Comments, examples indicate events before and after acoustic panel installation (see attached report):

1. Ozark Cooperative Warehouse, Vendor Expo (10/06/01) - We thought you did an excellent job and we loved the facility. Extra refrigeration accommodations would enhance our experience as would better acoustics. Overall, an excellent facility. (3.8)
2. KLRC Radio, Pastor's Appreciation Dinner (10/29/01) - We were so impressed by the staff and facilities at the Fayetteville Town Center. Having our event at the Fayetteville Town Center made the planning smooth from start to finish. We will definitely use the Fayetteville Town Center for events in the futures. Thank you! (4)
3. AR Aviation Historic Society, Awards Banquet (11/08/01) - Thank you all for the wonderful customer service. You went above and beyond expectations. I can not thank you all enough in helping make this a memorable night. (4)
4. Junior League of NWA, Winter Dreams (12/6-7/01) - Wonderful event! All of our anticipated snags worked out (acoustics, etc). We look forward to working together again Thanks! (4)
5. NoArk HR Association, Vendor Fair & Annual Meeting (4/16-18/02) - We had a very good experience using the Town Center. Your staff is efficient, friendly and helpful. (4)
6. Laney/Snodgrass Wedding Reception (7/13/02) - I can not find one negative thing to say about the Town Center & Staff. For the money we paid, we got top notch service. We never had to worry for one minute about anything related to the Town Center, during such a stressful time, that is a welcome relief. (3.9)
7. The Event Group, Colgate Seminar (07/16-18/02) - We are so happy to be a preferred vendor. The only things I see are electrical problems. Don't know if they can be fixed or not. Suggestion: Also, would like another refrigerator, or cooler. Hard to cool food & multiple beer/cases, etc. in one unit. Thanks- Shelli Morrison (3.2)
8. Huffmaster/Mayhew Wedding Reception (08/17/02) - Words cannot express our thanks to all of you for helping us make our daughters wedding reception so memorable. Comments from our friends and family have been nothing but positive. The Town Center truly is a "step above" all the other facilities in the area. Thanks again. We will be using the facility again in the future. Sincerely, Linda and Terry Huffmaster. (4)

b. The management and staff of the Fayetteville Town Center will work directly with the local hospitality industry to drive marketing efforts to promote Fayetteville and Northwest Arkansas as a premier destination for business, social and leisure activity.
    i. Arkansas Society of Association Executives (ASAE) membership
    ii. Chamber of Commerce membership and committee participation
    iii. New Fayetteville Convention and Visitors Bureau Advisory Board
    iv. Meeting Planners Guide

c. The management and staff of the Fayetteville Town Center recognizes the importance of supporting the local economy and will do so through referrals and through coordination efforts using local businesses wherever possible
    i. Referral Services
        1. The Fayetteville Town Center provides references to local businesses for food and catering, convention services, party rentals, decorators, florists, AV equipment and event management services.
        2. The Fayetteville Town Center refers clients not using our facility to other, local event facilities including UARK Bowl, the Arkansas Air Museum, UA Center for Continuing Education, NWA Mall, University of Arkansas Alumni House, area hotels and restaurants, as well as other convention centers in NWA.
    ii. Cooperative bidding with other, local facilities and vendors
        1. American Institute of Architects State Convention
        2. NOArk HR Conference
        3. Hutchinson for Senate, Vice Presidential Visit
        4. 2004 Governor's Conference on Tourism

V. Fayetteville Town Center

a. Staff
    i. Denise Bembenek, Facilities Manager
    ii. Keith Lee, Sales Manager
    iii. Sandra Bennett, Event Coordinator
    iv. Jamey Goddard, Administrative Assistant
    v. Rocky Jones, Maintenance Supervisor

VI. Supporting Documentation (available upon request unless otherwise noted)

a. Town Center – 2001 Budget Summary
b. Fayetteville Town Center Income Statement: Actual vs. Budget
c. Fayetteville Town Center Activity Report, August 2002
d. Fayetteville Town Center – 2001 General Ledger, Year End close
e. Fayetteville Town Center – 2002 General Ledger, August close
f. Customer Evaluation Sumary

III. d, i. **List of Non-Profit Events**

Event Name	Event Date
Leukemia Society, Light the Night Walk	09/14/01
WRMC – Women's Day	09/22/01
Northside Rotary Luncheon	09/25/01
Fayetteville Public Education Foundation Hall of Honor	10/04/01
Hope, Inc. Survivor's Reception	10/15/01
Susan G. Komen Foundation Pink Ribbon Luncheon	10/15/01
Washington Regional Medical Foundation Meeting	10/16/01
Friends of Fayetteville Trails & Greenways Symposium	10/25/01
KLRC Pastor's Appreciation Dinner	10/29/01
NWA Veteran's Day Concert	11/10/01
Juvenile Diabetes Research Foundation Kick-off	11/13/01
City of Fayetteville PD Methanphetamine Task Force	11/29/01
Junior League of NWA Winter Dreams	12/06/01
Fayetteville Chamber of Commerce	12/10/01
Fayetteville Fire Department, Weapons of Mass Destruction	12/11/01
UAMS, AHEC-NW Retreat	12/21/01
First Night	12/31/01
Prairie Grove High School Prom	03/30/02
Delta Sigma Theta Service Sorority Banquet	04/05/02
Fayetteville High School Prom	04/06/02
Phi Kappa Phi – Professional Educator Association	04/09/02
Steve Morrison, Afghanistan Refugees Reception	04/14/02
Washington Regional Medical Center Annual Staff Meeting	04/19/02
American Heart Association Gala	04/27/02
Washington Regional Medical Center Doctors Seminar	05/06/02
Shiloh Christian School Prom	05/10/02
Elkins High School Prom	05/11/02
West Fork High School Prom	05/11/02
Ozark Cooperative Warehouse Vendor Fair	06/07/02
NWA Family Practice Business Meeting	06/21/02
Steve Morrison, Mexican Well Water Fund Raiser	06/29/02
AHSCA Coaches Clinic and All Star Retreat	07/18/02
Juvenile Diabetes Research Foundation Kick Off	07/18/02
City of Fayetteville, Town Meeting	08/08/02
City of Fayetteville, NWA Symphony	08/24/02
Joy Ministries, Arts Conference	08/29/02

FAYETTEVILLE TOWN CENTER - RETURNED EVALUATIONS

4=Excellent 3=Good 2=Fair 1=Poor

DATE	EVENT	FACILITY	Cleanliness of room	Room set to your specifications	Timely access to facility	Cleanliness of bathrooms	Cleanliness of catering kitchen	Cleanliness of reception area	Cleanliness of lobby	Cleanliness of plaza and balcony	STAFF	Sales Manager's knowledge of facility and event management	Event Coordinator's knowledge of facility and event management	Staff recommendation for services, room arrangements and event coordination	On-Site manager's expertise and efficiency with your event.	Staff friendliness and assistance	Staff professionalism	OPERATIONS	Pre-planning for your room set-up	Coordination between TC staff and other services	Collections process	Post-call and evaluation process	TOTAL/EVENT AVERAGE	COMMENTS:
7/29/01	Conner & Winter	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4		4	4	Everything was great! Everyone thought the facility was fabulous. Thanks for the extra space
8/2/01	Staff Retreat U of A School of Law	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	4	4			4	You were terrific, we look forward to another event @ the Town Center. My staff was quite happy with the event and I appreciate your kind, calm manner...that was so valuable
8/13/01	Fayetteville Public Library	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3	3				3.93	Acoustics poor in our room especially if group's small. Needed Wastebaskets!!
8/15/01	Lewis Auto Group	3.67	4	4	4	2			4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.88	Bathroom had not been cleaned from previous use. Enjoyed your facility very much - we will be back.
8/16/01	UA Dept. of Mechanical Engineering	3.88	4	4	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.94	Bathrooms clean but ran out of paper towels (very small issue) Coordination between TC staff and other services better than excellent. Incredibly courteous, efficient and professional portrayal by a thoroughly capable young lady. Top notch...Thank you for all you did Niki Avery.
8/16/01	Dataforms Sales Meeting	4	4	4	4	4		4	4		4	4	4	4	4	4		4	4	4	4		4	It was great
8/17/01	Beta-Rubicon, Inc.	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Thanks to all of you collectively and individually and thanks for your responsiveness to the acoustics and HVAC issue! We appreciate and accept your offer of a complimentary room in the Town Center after the acoustics "bugs" are conquered! We really like being your neighbor.
8/24/01	U of A School of Law	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Too much echo! Carpeting badly needed - otherwise it was great.
9/1/01	Johnson-Mettey Wedding	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.88	3.5	4	4	4	3.97	Great job! The wedding on the plaza was beautiful and the reception went great! I can't wait to share the pictures with you!
9/14/01	SAE Parent's Banquet	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	I want to thank you and your staff for helping us make our first ever family weekend a huge success. Everyone loved the evening and the room with a fabulous view. Thank you for all you did. It was a wonderful experience. We loved having the larger room. I am afraid we will be spoiled as I don't think we can afford it next year. Again, thank everyone involved. The parents and boys loved the whole weekend. I, however, am still recovering. I am exhausted after the adrenaline rush. Hog City did a great job.

9/19/01	Procter & Gamble	4	4	4	4	4	4	4	4	4	3.67	4	4	3	3	4	4	3.75	3	4	4	4	3.83	Your staff is Excellent!!! The acoustics were a big problem and were somewhat understated prior to our meeting. However, the staff did everything they could to make it right during our event. I understand that during Speaking of Women's Health the following weekend acoustics were better with the carpet - but the air blowing the blinds was distracting (in case you don't get that feedback from them) Also, P & G uses American Express for expenses and it would really help if you took that particular card.
9/27/01	Staffmark	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	4		4	4	4	Excellent! Can't wait for the holiday party
10/6/01	Ozark Cooperative Warehouse	3.75	4	3	4	3	4	4	4	4	3.83	4	4	3	4	4	4	3.67	3		4	4	3.76	We thought you did an excellent job and we loved the facility. Extra refrigeration accommodations would enhance our experience as would better acoustics. Overall, an excellent facility
10/13/01	Birthday Bash - Gaylord Willis	3.75	4	4	4	2	4	4	4	4													3.75	You all do a great job The new staff additions fit in very well and are easy to get along with
10/15/01	HOPE, Inc.	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Thanks for making sure the room was set up to suit our needs, and also for the loan of your easels.
10/25/01	Friends for Fayetteville	3.88	4	4	4	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.94	Sandra was very helpful and definitely contributed to the success of our event! Suggestions: Band should not have been located in front of service doors to service3 area in back. People in back had a hard time hearing speaker, I understand this is an ongoing problem.
10/29/01	KLRC Pastor's Appreciation	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	We were so impressed by the staff and facilities at the Fayetteville Town Center. Having our event at the Fayetteville Town Center made the planning smooth from start to finish. We will definitely use the Fayetteville Town Center for events in the futures. Thank you!
11/7/01	SC Johnson Wax	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	4		4	4	4	
11/8/01	AR Aviation History Society	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Thank you all for the wonderful customer service. You went above and beyond expectations. I can not thank you all enough in helping make this a memorable night.
11/9/01	Wilson Brown Wedding	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Your facility was great. Sandra was very helpful before and during the reception. My only concern is your sound equipment was very poor. I thank you for making my daughter's reception a great success, a night we will all remember. A special thank you to Sandra.
11/12-14/	GE Card Services	4	4	4	4	4					4	4	4	4	4	4	4	4			4	4	4	We will certainly consider your establishment for another event. Thank You!
11/15/01	U of A Golf Reunion	3.86	4	3	4	4		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.94	A job well done!!! Niki was great. Look forward to coming back next year
11/16/01	U of A Chancellor's Society	2.88	3	3	4	3	3	3	3	1	3	3	3	3	3	3	3	3	3	3	3	3	2.94	Burned out lights in the lobby - Acoustics problem in the meeting area - Balcony lights should go all around and not partially - Light in Town Center Plaza is horrible, hard for older guests to see - More light needed in the lobby area - Balcony and Plaza should be cleaned, lots of cigarette butts, cups, and debris from other events..

11/30/01	Benchmark Group Holiday Party	3.86	4	4	4	4		4	4	3	2.83	3	3	2	3	3	3	3	2	4	3	3	3.29	It was an enjoyable experience in dealing with the Town Center and Staff. We would highly recommend the Town Center. Thank you for a wonderful event
12/1/01	Staffmark Holiday Party	4	4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	4	4	4	4	4	4.33	Excellent - I truly enjoyed working with ya'll!!
12/6,7,8/0	Junior League Winter Dreams	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Wonderful event! All of our anticipated snags worked out (acoustics, etc). We look forward to working together again Thanks!
12/7/01	Nabholz Construction	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	My only comments 1) I assumed FTC would have a sign in the lobby outside our door directing guests to our function. (and we did). 2) I was unaware I needed to bring AV/sound cabling & therefore had to borrow from FTC at the last minute. As a result we couldn't get the sound working for PowerPoint presentation. I bear equal responsibility on that one - being that this was my first PPT show outside the office. Thank you all again for your patience and professionalism that contributed enormously to the success of our function.
12/10/01	Fayetteville Chamber of Commerce	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4			4	
12/11-13/	Fayetteville Fire Department Seminar	3.71	4	4	3	4		3	4	4	3.83	4	4	3	4	4	4	3.5	4	4	3	3	3.71	We had a very hard time hearing the instructor and he had a hard time hearing the students questions. Can we work out some way for city vehicles to park in the parking garage? FREE - We can park at the city parking garage free!
12/12/01	Wright, Lindsey & Jennings	3.88	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.94	Only complaint is that Holiday decorations interfered with video powerpoint equipment. Lights created shadow
12/14/01	Metro Area Board of Realtors Holiday Party	3.75	4	4	3	4	3	4	4	4	4	4	4	4	4	4	4	3.25	4	3	3	3	3.72	This was a great facility but still seem to be some problems with the sound for meetings.
12/15/01	Pinnacle Foods Holiday Party	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	My only suggestions are: improve acoustics of the rooms. It was difficult to hear everything. Also, I noticed there are no lights at the steps from front door to plaza. Christmas lights helped, but this could be a danger to older patrons, especially, if the light is dim or non-existent. Thanks.
12/19/01	Lindsey Holiday Luncheon	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Great job.
12/20/01	Proctor & Gamble	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.5	4	3			3.94	Very friendly staff! Collections process good because not equipped for Amex
12/21/01	UAMS-AHEC-NW	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	I think the only thing that would inhibit us from using the facility again would be the exorbitant cost of the room
12/29/01	Turner Goodson Reception	4	4	4	4	4	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	We heard good service from you all to the catering service we hired - Chuckles. They were impressed. Everyone in our party were very happy. Thank you for helping make our daughter's wedding less stressful.
1/5/02	Hope Swope Reception	3.25	3	4	4	3	3	3	3	3	3.33	3	3	3	3	4	4	3.67	3		4	4	3.35	Very nice facility. Will probably use again
1/5/02	Bowen Fundyk Wedding	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	both feel that this facility enhanced the special feeling that came with our

1/19/02	Arnold-Masterson Wedding	4	4	4	4	4	4	4	4	4	3.83	4	4	3	4	4	4	3	3	3	3	3	3.72	Sarah & Brandon's wedding and reception was perfect! We would not change anything except DJ. The room was not too large - You all were wonderful! Thank you! I do feel the room rate is "pricey" considering all we had to rent - Some things could be provided. i.e.: trees, tablecloths, dishes. You well get there - just be open for constructive criticism. You all were great to work with.
1/29/02	Simmons/Cater Reception	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Thank you all so much! Sarah & Aaron will always be appreciative of the wonderful hospitality and service received!
3/12/02	Procter & Gamble	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4		4	4	4	We were very impressed with every aspect of our event at the Town Center. Niki and the staff were friendly and extremely helpful. The facility is beautiful and fit our needs wonderfully. We will most definitely use the Town Center again? Thanks to all of you
3/12/02	Tri-County Solid Waste Dist	3.71	4	3	3	4	4	4	4		3.75	4		3		4	4	3.5	3	4	3	4	3.67	Room was "boomy." Hopefully, the acoustic panels are in place and will correct this. We enjoyed working with you! Thanks
3/22/02	Arkansas Ethics Commission	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	We loved the facilities! One thing that was brought up during our 2-hour session was the fact that noisy elevator repairs were being conducted at the very time we had reserved the room. I would have been nice to not deal with that interruption.
4/16/02	John Brown University	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	We had a very good experience using the Town Center. Your staff is efficient, friendly and helpful.
4/19-20/0	WRMC	3.63	3	3	4	4	3	4	4	4	3.83	4	4	3	4	4	4	3.5	4	4	3	3	3.67	Numerous comments on "strange" odor. Several comments on screen being too high. Attendees liked facility. The Event Group was okay - very nice, service good. However, I probably will not use them again, because I thought the quality of their food was very average for what we paid. I only comment on this because they were recommended by the Town Center staff.
5/6/02	WRMC	3.88	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.94	We were very pleased with choice of the Town Center for the General Staff meeting. The only thing I would have done differently was move food tables so that rounds would not have been so close to the far wall to give better access to speaker podium. You will get our referral hands down! It was stress free for me! Thank you
5/7/02	Procter & Gamble		2	2	4				3	3	4	4	4	4	4	4	4	4	4	4	4	4	3.6	We enjoyed using the Director's Room!
7/13/02	Laney/Snodgrass reception		4	4	4	3	4	4	4	3	4	4	4	4	4	4	4	4	4	4	4	4	3.89	I can not find one negative thing to say about the Town Center & Staff. For the money we paid, we got top notch service. We never had to worry for one minute about anything related to the Town Center, during such a stressful time, that is a welcome relief.
07/16- 07	Colgate- The Event group		3	4	4	4	3	4	4	3	2.5	0	0	3	4	4	4	3.25	4	3	3	3	3.17	We are so happy to be a preferred vendor. The only things I see are electrical problems. Don't know if they can be fixed or not. Suggestion: Also, would like another refrigerator, or cooler. Hard to cool food & multiple beer/cases, etc. in one unit. Thanks- Shelli Morrison

7/27/02	Stell/Gibson Reception	4	4	4	4	4	4	4	4	3.67	3	4	4	4	3	4	3.75	4	4	4	3	3.83	for my special wedding day I couldn't have asked for a better reception! The staff was extremely friendly and knowledgeable on the facilities and was eager to put my mind at ease on minut issues. I want to futher my appreciation to Sandra Bennett who was a true blessing and worked hard with the caterers, etc on all questions/issues. I will definately recommend to others on the use of your facility and staff. Thanks for everything! Jennifer Gibson P.S. for future events I suggest not using sparklers as an exit to the reception. I feared for myself and others to not get burned. Bad decision on my part. Hee! Hee!
8/3/02	Clemons/Harris Reception	4	4	4	4	4	4	4	3	4	4	4	4	4	4	4	4	4	4	4	4	3.94	Our wedding reception was a big success. Partly due to the efforts of the Town Center.
8/9/02	Edmondson/Young Reception	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
8/10/02	Ward/Young Reception	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	It was all great!! Thanks so much!
8/17/02	Huffmaster/Mayhew Reception	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Words cannot express our thanks to all of you for helping us make our daughters wedding reception so memorable. Comments from our friends and family have been nothing but positive. The Town Center truly is a "step above" all the other facilities in the area. Thanks again. We will be using the facility again in the future. Sincerely, Linda and Terry Huffmaster.
08/29/02	Joy Ministries Conference	4	0	4	2	3	4	4	4	3.33	4	4	0	4	4	4	4	4	4	4	4	3.39	
8/17/02	Hall/ Haws Reception	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	The Town Center staff made my wedding great! You all did your part to make our day easier and more enjoyable- thank you so much! Lisa Haws
9/6/02	WebHog Fall Banquet	4	4	4	3	4	4	4	4	4	4	4	4	4	4	4	3.75	4	3	4	4	3.89	Awesome venue! Thanks for making our first event a HUGE success! Rick B.
	TOTAL CATEGORY AVERAGE	3.9	3.89	3.77	3.95	3.79	3.85	3.94	3.95	3.83	3.9	3.87273	3.89091	3.75	3.94545	3.96	3.98	3.84	3.83	3.87755	3.84	3.84	3.88	
	TOTAL OVERALL AVERAGE	3.88																					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: September 6, 2002

Subject: Excess Trash

The City Council during the regular meeting on Tuesday requested a review of options available for dealing with excess trash that residents may have. The Solid Waste and Recycling Division have begun a quick survey of the programs that other communities have implemented and how they have dealt with this issue. **The practice from these other communities tends to indicate that the perception of the problem is much greater that the actual problem that our customers will experience.** Especially if we are able to communicate clearly with our customers on how they should chose what to recycle and reuse and what to throw away for landfilling.

Attached is some raw information that has been received to date. We anticipate having a recommendation for the Council at Agenda Session which can be considered on September 17. In order for the City Council to begin to digest some of the information that the staff collects and sifts through before making a recommendation I have attached some preliminary suggestions that the Division staff is evaluating and also the direct comments from other communities currently dealing with this issue.

This information will be updated for you at the Agenda Session and a recommendation will be offered at that time.

Suggestions to Consider for Special Collections and other Concerns

After hearing what other communities are facing here are some suggestions on how to operationally handle extra trash volumes.

- Residents should be encouraged to evaluate their individual normal weekly trash needs and determine if that cart volume is adequate to accommodate their anticipated needs throughout the year. It may be that the most convenient and economical solution is to utilize a cart that accommodates the anticipated needs rather than the minimal need.
- Free throwaway events will detract from the effectiveness of any waste reduction program.
- There may be up to16 neighborhood clean-ups across the city in 2003. These efforts will provide an outlet for "stored" volumes of extra trash.
- One free bulk collection for each resident will be offered once per year on a call in basis.
- Special times through the year could be established to handle residences bringing items to the Facility for free or for $20 if the item contains Freon. These times will need to be determined.
- The Solid Waste Division is also checking out the feasibility of allowing residents to bring bulky items to the transfer station during normal business hours, Monday thru Saturday. This program, after study and operational details are worked out, could reduce Undesirable Disposal and further eliminate stored items at residences.
- The option of bringing extra trash to the Facility during an Amnesty period like twice a year, the first Saturday of each month, or special times (holidays) might benefit some, however, this could prove more costly as residences bring in trash from outside sources (i.e. relatives who live outside of Fayetteville) and dump for free.
- Operationally it would be very time and labor intensive to revert to the bags for extra collections. Austin does this and as their statement suggests, it is not working well and leads to abuse of the system. San Jose does this also but did not mention how it works for them. Bag collection defeats the purpose of cart collection (i.e. one person staying in truck, eliminate lifting/workers comp, etc.)
- One of the main reasons for implementing a Pay-As-You-Throw program is to create incentives for people to reduce their waste and change consumption behavior. Moving to this system and then reverting allowing residences to throw away all they want is counterproductive. As proof of how well our current Pay-As-You-Throw system is working in 2001, 17,344 homes were serviced with trash collections amounting to 11,000 tons. In 2002, 22,690 homes are being serviced with projections reaching 10,509 tons of trash collected by year end. Even if the actual amount of trash collected surpasses projections and rise above 11,000 tons, less waste per household was landfilled.
- Illegal dumping seems to be a concern of many. According to a 1996 report from Duke University entitled "Unit Pricing Programs for Residential Municipal Solid Waste: An Assessment of the Literature" Undesirable Diversion (UD) will occur

in every waste disposal system whether they are Pay-As-You-Throw programs or not. The communities of Mt. Pleasant, Michigan, Mendham Township, New Jersey and Seattle, Washington did not see increased problems with UD when their Pay-As-You-Throw programs were implemented. In 10 Illinois communities a rating survey was conducted to evaluate perceptions of UD. A rating system of 1 to 5 with 1 being no noticeable increase in UD and 5 being a significant increase in UD was conducted. Residential dumping in commercial dumpsters received a rating of 2.9, and roadside dumping received a rating of 2.39. Charlottesville, Virginia estimated that 28% of the observed waste reductions were due to illegal dumping. Strict enforcement of ordinances including fines, working with businesses to lock containers and effective education programs are the best alternatives to slowing UD.

- Fayetteville has an excellent recycling program. We take 12 commodities curbside, more than any community in Arkansas. We need to tout unlimited recycling as a means to divert material. A public drop-off area for extra recyclables is currently opened 24 hours a day and provides a convenient area to dispose of recyclables. During Christmas, wrapping paper and cardboard could be recycled and extra garbage collections might prove unnecessary. This could be collected curbside or the drop-off area could be utilized.

Special Collections National Survey

*The question of providing special collections to Pay-As-You-Throw (**PAYT**) communities to address the problem of overflow garbage from residents who might occasionally have excess garbage was posed to a national list serve of Solid Waste and Recycling Specialists. Their comments are listed below.*

This is the beginning of research designed to help the City Council determine the best ways to implement our Pay-As-You-Throw program. As more responses from other areas of the country are received they will be added to those statements here.

As a reminder, a lot of excess trash generated at Holiday times is paper and cardboard which can be recycled.

AUSTIN, TEXAS

The City of Austin accepts extra garbage the week after Christmas and for a spring cleaning, usually the first week of April. If there is an obvious move-out we usually just collect it all but we don't advertise that. All other times an extra garbage sticker must be attached.

We accept corrugated cardboard and mixed home office paper, junk mail, newspapers and magazines (no dark colored or glittery greeting cards and no boxboard). Extra garbage bags that will not fit into the cart are picked up that week only during their regular once-a-week collection. There is no second collection during the week after Christmas.

Usually we charge $2 per bag for extra garbage. If it is not tagged then we charge $4/bag to the utility bill. Xmas and April Spring Clean we waive the fee if you have extra bags (no bulky items, just reg. trash). I really wish that they would have just not allowed extra garbage at all and encouraged people to get larger carts even if they are not usually full. It's more efficient to have a larger cart collection-wise. Extra garbage costs, it causes injuries and slows down the process. It would really be better for us if we had 60 and 90 carts for garbage. The automated arm has a hard time adjusting to three different sizes of carts. It really works best with one size, perhaps two. Plus people stuff the 30 gallon cart so tight that it might take several shakes of the can to get the stuff loose. That slows things down. To tell you the truth, a lot of our crews pick up the extra garbage bags whether they are tagged or not because they are afraid of getting complaint calls.

Katherine J. Murray
Waste Diversion Planner
City of Austin Solid Waste Services

SAN JOSE, CALIFORNIA

We offer extra garbage stickers which can be purchased through several large grocery chains and the City libraries. The charge is $3.75. If purchased at a library, $1.00 goes to the book fund. We have carts for automated collection of garbage and recyclables. After emptying the garbage cart, the driver places the bag on or in the cart and re-empties it.

Stephen M Bantillo
City of San José, Environmental Services Department
Integrated Waste Management
777 North First Street, Suite 300
San Jose, CA 95112

LONG BEACH, CALIFORNIA

The City of Long Beach provides 2 free "Personal Clean Sweep" collections per residence per year. These are individually scheduled special pickups to collect furniture, appliances, tree branches, etc., although we will collect just about anything non-hazardous that is less than 72" x 48", weighs less than 40 lbs., and takes at most 15 minutes to load onto the truck. Residents pay a fee for a collection that exceeds the guidelines for time, weight, size, etc. Once they've used their 2 free pickups, residents can schedule additional pickups for a fee.

Sharon Gates
Recycling Specialist
City of Long Beach, California

GREENBORO, NORTH CAROLINA

I'm assuming that with the implementation of your automated (full or semi?) system, you'll have to supplement it with some form of bulky item pickup if you're not already doing that. When Greensboro, NC went to fully automated service from 1985-1990, we had to keep a bulky item route running for the oversized items that wouldn't fit in the 90 gallon carts. Each citizen received, from the City, one 90 gallon cart. Even though it wasn't a real PAYT system, the 90 gallon cart the City supplied was considered the base level of service. If residents needed more frequent than once per week service for their 90 gallon cart, then they had to purchase a second or third cart at $65 - a one time charge, the additional 90 -180 gallons was collected at no additional charge than he first 90 gallons. We also did not allow what we called 'overflow' garbage to be placed out beside the carts. Loose household garbage had to be contained with the 90 gallon cart or else it wasn't picked up. The bulky item collection was limited to furniture and other items too large to place in the 90 gallon carts. Bulky item routes were usually twice as large as our automated routes because of fewer set outs. So, we didn't have a bulky item route for every automated route. Most of our residents were satisfied with this arrangement and

additional garbage generated during holidays was collected in the normal manner - huge tips by wealthy homeowners to their garbage truck drivers notwithstanding.

If you would like more information about Greensboro's program call Nancy Jimerson at (336) 373-2342 and tell her I gave you her number.

Wayne Turner
Greensboro, N.C.

SAN FRANCISCO, CALIFORNIA

Perhaps Fayetteville could advertise unlimited recycling service during peak periods and keep the set limits on trash service, along with promoting local reuse options for still usable post-Holiday castaways. This would make reuse/recycling the safety valve, encouraging folks to reuse/recycle especially well during high waste generation periods.

If additional trash service is a must, then consider a "by-request" (call-in) service. This would help prevent the phenomena of everyone piling a bunch of "stuff" on the curb without thinking because their entire neighborhood (or city) is and they know they can (so what's the big deal?). It would also provide the opportunity to promote reuse and recycling, perhaps even making it a requirement for additional service, when a call for additional collection service is received.

If you'd like to get more information from a city that has successfully implemented a call-in, add-on trash collection program that emphasizes recycling, contact San Francisco Recycling Program, perhaps Robert Haley (415-355-3752). Two or three years ago they switched from a rolling, once annual bulky waste collection program to a call-in collection service (2x per year max.) with volume/item limits for trash and few such limits for separated bulky recyclables (e.g., scrap wood, metals, green waste). Residents are educated regarding recycling when they call and the hauler is able to monitor set outs and charge accordingly for excessive/inappropriate set outs (service is otherwise free). I know the program has seen a dramatic reduction in disposal and increase in recycling. It is also cheaper to run and has reduced mess, add-on dumping and other issues associated with neighborhood "clean-up" day programs. It has also been well received by residents because it provides the service when the resident desires it (e.g., during a move).

Ed Cooney
San Francisco
916-444-3140

SANTA CLARA, CALIFORNIA

We offer that type of service in some of our unincorporated franchised service areas. It's called "on-call disposal day." Here's the text from a franchise agreement: On-Call Disposal Days: Grantee shall provide an on-call disposal day program, in which residents may choose regular collection days to set out extra waste for disposal. Two on-call disposal days per residential Service Recipient shall be provided per calendar year. Waste will be limited to normal household debris; any one item or container must not exceed 70 pounds and must be manageable by one person, and be no larger than 3 feet x 3 feet x 3 feet. Total amount is limited to 4 feet x 4 feet x 8 feet. All material must be contained in 32-gallon garbage cans, 40-gallon plastic bags, cardboard boxes, or tied bundles. Dirt, rocks, concrete, appliances, paint, CRTs (televisions and computer monitors), or other hazardous materials shall not be collected.

By having the service available "on-call" to the resident, several problems are avoided (1) Hauler provides the service as part of regular weekly routing, at minimum extra cost. No cost of extra staffing or overtime (accrued if the service is provided on a week-end or if the service is provided everywhere at one time). (2) No need to promote a separate "throw everything away" event, which is contrary to our mission. (3) No link to religious holidays. We wouldn't want to link the cleanup to Christmas - not everyone celebrates religious holidays (i.e. we don't collect "Christmas Trees" we collect "Holiday Trees"). (4) The fact that the service is on-call, when a resident most wants/needs the service, rather than at a time that someone else determined, is a additional convenience to the customer that you can cite to your Board/Council and residents. (5) - The service is part of basic residential services; there is no extra fee or billing requirement. There is also no discount for NOT using the service.

We also provide for collection of extra bags of waste at an extra cost and for collection of bulky goods at an extra cost. We have steeply metered rates ($X; $2X+$1; $3X + 2).

In a rural unincorporated area, we offer a voucher program, whereby a resident can drop-off additional waste at the local transfer station for no additional cost. Again, this service is limited to a specified quantity and type of material. One voucher per year is provided.

Margaret Rands
County of Santa Clara
Integrated Waste Management Division
Margaret.Rands@pln.co.scl.ca.us

SEATTLE, WASHINGTON
PRIVATE CONSULTANT OPINION

I would allow the use of an "extra waste" sticker that costs a lot. This is common (although less so in areas with fully - automated collection). Often one 30-gallon, 50 pound bag costs on the order of $5 to dispose (at least in Seattle, where monthly rates are about $15/month). The key here is that you don't necessarily eliminate options (which

sets you up for complaints) but you just make it expensive enough that it becomes a non-issue and is seldom, seldom used and they change their behavior! Seattle kept in the option to have backyard collection, but made it MUCH more expensive. They got the efficiencies of curbside, without opening themselves up to criticisms of cutting service.

On the illegal dumping issue, I am attaching a report I think is pretty good, and the answers are summarized in the other attachment of frequently asked questions... Both are copyrighted, so don't go too crazy copying / distributing... reasonable is ok. Let me know if you have trouble reading / translating the adobe one. Hope they help / good luck. Feel free to call again. Nice to keep in touch.

Lisa Skumatz
SERA, Inc.
762 Eldorado Drive, Superior, CO 80027
Phone: 303/494-1178 FAX: 303/494-1177
email: skumatz@serainc.com

Note: Lisa Skumatz is widely considered the leading expert on Pay-As-You-Throw collection systems across the country.

INDIVIDUAL COMMENT

Personally I think people need to take responsibility for their own waste...If they have too much trash then they can drop it off themselves, wait for a special collection, or learn how to reduce waste, reuse waste, recycle more and compost. In a household of six, we consistently put out 1 bag of trash each week.

But I guess that isn't going to fly. But you're talking fully automated collection, right? (The toter is picked up without the worker having to get out of the truck.) Maybe you need to explain to the guy that in order to keep cost down or whatever that the residents need to pick a can size that is suitable for them. Would it make sense to have a 2x/week pickup every once in a while? That might help? Otherwise just add a bulk pickup day or something...I guess I just don't understand everyone's need for a lot of trash pickups - since personally I could go with 1x/month pickup if local ordinance allowed it. Do you guys recycle mixed paper (wrapping paper) or corrugated at curbside? If so I don't see a need for an extra Christmas pickup.

Steve Weisser
Citizen
Town unknown

MINUTES OF A MEETING OF THE CITY COUNCIL AUGUST 20, 2002

A meeting of the Fayetteville City Council was held on August 20, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

AUDIT COMMITTEE REPORT

Mr. Adam Motherwell stated they had an unqualified or clean opinion for the City of Fayetteville for the year ending December 31, 2001. There were no exceptions.

CONSENT

APPROVAL OF THE MINUTES

AUDIT SERVICES: A resolution approving an agreement with Baird, Kurtz and Dobson (BKD) to provide the City of Fayetteville with independent audit services for calendar years 2002-2006.

RESOLUTION 124-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT GRANT: A resolution authorizing the application and acceptance of a FAA grant for design and engineering services for the extension of Taxiway A on the east side of the runway at Drake Field.

RESOLUTION 125-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT PERSONNEL: A resolution approving the addition of a new position to the airport staff of Flight Line Operations Supervisor.

RESOLUTION 126-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOLIDWASTE CONTAINERS: A resolution authorizing the purchase of additional two and eight yard containers for use by the Solid Waste and Recycling Commercial Customers. Purchase authorization up to $72,758.

RESOLUTION 127-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BOYS AND GIRLS CLUB: A resolution approving a change order to a cost share agreement in the amount of $5,296.00 with the Fayetteville Youth Center for the installation of a haul road to the Donald W. Reynolds Boys and Girls Club Facility.

RESOLUTION 128-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUNCAN AND ASSOCIATES: A resolution approving the second amendment to the professional services agreement between the City of Fayetteville and Duncan Associates and to direct the consultants to prepare initial and final drafts of the water and wastewater impact fee ordinance.

RESOLUTION 129-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

RZN 02-15.00: An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance. The ordinance was tabled on the second reading at the August 6, 2002 meeting.

Alderman Davis asked to table the item because they were having a neighborhood meeting on Thursday night.

ORDINANCE WAS TABLED ON THE SECOND READING.

RZN 02-17.00: An ordinance approving rezoning request RZN 02-17.00 as submitted by Dave Jorgensen on behalf of Bleaux Barnes and Sam Mathias for property located south of Deane Street, west of Sang Avenue and east of Porter Road. The property is zoned R-1, Low Density Residential and contains approximately 21.03 acres. The request is to rezone to RMF-6, Low Density Multi-Family Residential. The ordinance was left on the second reading at the August 6, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Jorgensen stated they had met with the surrounding property owners. They would like to incorporate a park in their green space.

Mr. Richard Maynard, an area resident, stated they had met on May 23. The neighborhood association was fine with this development. He personally thought this was infill development and not urban sprawl and smart growth.

Alderman Marr stated there had been a lot of discussion at Planning Commission on whether or not the increase density would be a hardship or undesirable increase on the load of public services. He was concerned if they were really able to meet the sewer facility capacity. It was their responsibility to make sure they were not approving things that later they would not have the ability to service. He wanted to verify that in regard to water and sewer facilities at the time of development, engineering division would make a recommendation on what improvements were necessary to this load and they were going to able to handle this for this property.

Mr. Boettcher stated at the time the large scale development or subdivision plat was submitted Engineering would then review the plans. The developer's engineer would project what their needs were, then the city would evaluate their estimate for adequacy to serve that need. As far as waste treatment capacity at this time, they had some indication that they were nearing capacity, however, they were not having effluent violations. The plant overachieved its standard. They had a margin by nature of good performance. He thought they State would work with them on expansion and growth as long as they were moving forward on their wastewater project.

Alderman Jordan asked what the capacity was.

Mr. Boettcher stated in terms of average annual flow they were running at 98%. That was on an average annual bases. The treatment plant had a number of systems and components. They were rated based on flow, loading, detention time, service loading rates. Their treatment plant was a mixture of components. They have had no affluent violations. They do not see anything that causes a problem. The growth did not seem to pose any difficulty for the treatment facility.

Alderman Santos asked if they had any plans to not accept any more customers from other towns and to reserve capacity for city residents.

Mr. Boettcher stated Farmington was limited to a number of services that they could add due to a sewer lift problem. The city's biggest problem is the wet weather flows.

Alderman Marr stated it would be beneficial if they had some idea of the number of units that moved it towards capacity, then they could take into account the impact they were going to stress the system with. He was hesitant to keep approving things without understanding what each of these were doing towards moving them towards the maximum limit.

Alderman Jordan stated he believed it was approximately 1100 units that would move it up a percentage. He thought that they had approved nearly 700 units. He thought they should be concerned about that.

Alderman Young asked if the city was still giving the developers a letter stating that they were not guaranteeing sewer hook ups.

Mr. Boettcher stated they were not. When the sales tax issue was passed it was no longer added to the subdivision plats.

Alderman Marr asked why they would have eliminated that.

Alderman Young stated he thought the letter should be given out. Just because the bond issue had been passed it did not mean that the plant was going to be on line in five years. Right now they did not have a discharge permit. They did not have a whole lot of things in place in order to get a plant under construction. Until that time, he did not see how Fayetteville could guarantee sewer hook ups.

In response to questions, Mr. Boettcher stated he was looking for the new plant to be on line in 2005 or 2006, approximately four years.

Mayor Coody stated businesses were wanting to come to town, but they were going to go north because we could not guarantee that they would have sewer.

Mr. Williams stated the city did not guarantee sewer capacity. They were working at this point to increase their capacity. The best estimates they were going to be able to handle normal growth until the new plant came on line. They did not have to give a notice that they did not guarantee that they would have capacity. If the council would rather have the warning placed back on the plats, he was sure that could be done. It was more critical before they knew whether or not they were going to be able to build the new plant.

Alderman Young stated he did not see the point on putting it on the plat, unless it was the preliminary plat. He was concerned that a developer would come in and get a preliminary plat approved, and the city was saying he could hook up, but then they could not. If someone was to build a five or ten million dollar development and could not hook up to the sewer, than what was the city going to do?

Mr. Williams stated he did not think that was going to happen. The voters had passed the sales tax and they were going to get a new plant and they would be able to continue.

Alderman Bechard stated he did not understand how they could be at 99% capacity, but yet they were able to handle the growth for the next four years.

Mr. Boettcher stated the waste water treatment facility had experienced extreme variations in flow particularly during wet weather. That was where they had their violation before because of overflows into the streams. During those periods that they had wet weather flows they might see 30 mgd at their 12 mgd plant. Their permit required them to meet their limits every day. The treatment plant had to be able to acuminate this large fluctuation in flow. That was where they ran into difficulty in their

current system. The wet weather flows drives a lot of that problem. Residential flows or base loadings, the plant handled up to 30 mgd, during these rain fall. As they add homes the plant operator readjusted aeration rates and recirculation rates. They are able to accommodate that base loads with only process control adjustments. It was the wet weather flows that drive the plant over the edge and have driven the improvement project. Growth was a level load that added into the plant. They can predict it each day and set up the process controls and treat that. It was the fluctuations that have driven this project.

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

ORDINANCE 4410 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

OFF STREET PARKING: An ordinance amending Section 172.01, Off-Street Parking Lot Design Requirement, of the UDO to provide a method for reducing off-street parking requirements for properties that share a common parking facility and to revise parking ratios for certain uses.

Mr. Williams read the ordinance.

Mr. Tim Conklin, Planning Director, stated the ordinance would allow mixed use developments to share parking when they had non-conflicting parking demands between the uses. They were also bringing forward an ordinance amendment with regard to parking ratios. Those were included within the ordinance. They had checked with the high schools on their parking spaces provided. They provided about one space per 3.2 students. One of the issues the Planning Commission had dealt with in the pass was the additional parking requested by restaurants. It has been such a disconnect between what is actually needed and what is allowed in Fayetteville. They have received negative responses to even looking at Fayetteville to even development restaurants in Fayetteville. They were trying to provide a ratio that doubled the amount of parking allowed for restaurants and also allows for thirty percent over the ratio that the were using. To give a minimum and a maximum. When they increased the number of parking spaces, they also increased the amount of land area for landscaping required in the parking lots.

Alderman Davis asked if there would be fewer variances in the future.

Mr. Conklin stated that was the idea. If they had an ordinance and they had to grant a waiver or a variance over and over again, it was time to look at their ordinance.

Alderman Davis stated he was concerned about the high school ratio. It was very difficult to park their now and when they had sporting events it was very difficult to find parking.

Alderman Young stated he did not see it as a problem on Dickson because he had not seen anyone building a parking lot. They would get a waiver. He was concerned about what the school was going to do about their parking policies.

ORDINANCE WAS LEFT ON THE FIRST READING.

OUTDOOR LIGHTING: An ordinance that minimizes the impact of outdoor lighting on adjacent properties and improves nighttime visibility.

Mr. Williams read the ordinance.

Mr. Conklin stated they had regulations that talked about shielding and directing lighting downward and away from residences. They did not talk about the amount of light could spread across the property line and into a residential yard. This ordinance attempted to clarify that and to provide for lighting that was cut off based on certain lumens. The ordinance would apply to all zoning districts with the exception of single family and two family units. Any fixtures that were replaced must comply with the ordinance. The exemptions that are provided within the ordinance include temporary outdoor lighting, construction or emergency lighting, fossil fuel fixtures, landscape lighting, airport lighting, security lighting, search lights, and egress lighting. Blinking, flashing, and animated lights as well as lights on tower are prohibited unless required by the FAA. Lighting standards to reduce light trespass are based on IESA Standard. Upward lighting was allowed as long as 95% of the lighting was reflected back down. Horizontal lighting was allowed as long as 90% of the light falls on the façade, monument, or architectural feature. Non cut off fixtures were allowed for bulbs of 260 or less lumens. Semi cutoff fixtures were required between 261 and 8500 lumens. All fixtures must me fully shielded and reduced glare. Basically most developments were complying with this ordinance. The problem they were having was when people were installing flood lights to illuminate an out door storage area or parking area and they were not designing it in a manner that they could use cut off lighting.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-21.00: An ordinance approving rezoning request RZN 02-21.00 as submitted by Dixie Development for property located at 10 Bishop Drive and 35 Appleby Road. The property is zoned A-1, Agricultural and contains approximately 17.39 acres. The request is to rezone to R-O Residential Office.

Mr. Williams read the ordinance.

Alderman Bechard stated he would be abstaining from this item.

Ms. Pam Jones, Dixie Development, stated they were requesting a rezoning. She presented an overview of their firm and their proposed project. She stated they had tried to go above and beyond in their commitment. They had signed a bill of assurance. Dr.

Israel had volunteered to do a couple of things that were above and beyond what was required, like the walking path and additional screening.

Alderman Thiel stated it was apparent that there would be a need for a street that was not residential to lead the hospital. She questioned the width of the proposed street.

Ms. Jones stated they had planned on a two lane, but they would decide that during the large scale development. They did not want to overbuild, but they would also be willing to do a three lane.

Alderman Thiel stated she thought a three lane would be needed if it was going to be used as access to the hospital.

Alderman Marr questioned the intent of the "two-story offices with the exception of the north side of the property". Was that a percentage change or one lot change? How would they monitor it?

Mr. Conklin stated he did not draft the bill of assurance, but he would interpret it to mean one lot adjacent to it.

Alderman Reynolds asked Dr. Israel if he would build a three lane road.

Dr. Israel stated they would determine it during the large scale development. He was not against it, they had offered it. They have offered the right-of-way, sixty feet. If the city wanted a three lane road, he thought they should chip in and pay for part of it. They only had to put in two-lanes. They would give them the right-of-way. They would build the two-lane road, it seemed reasonable that if they wanted more traffic down the street that they would pay for it.

Mr. Williams stated a bill of assurance was a voluntary offer made by a developer. It was not something that they could request or suggest what the terms should be. The developer could offer what ever they wanted to. He did question for clarification, "the property would remain single story as long as the surrounding property remained R-1 and R-2." Was it his intent that as long as the surrounding property remained residential.

Dr. Israel stated what he meant was that if twenty years from now Washington Regional was to the point where they had to build a second or third skyscraper and they buy up all the property surrounding them, that they would have the right at that point to tear the existing building down and replace them with larger buildings. Their intent was not to change if one lot changed. If they allowed an entire subdivision to change and that if the area became a C-2, thoroughfare commercial or R-O, or multi-story residential they would like to be relieved of that provision. He stated that it made sense that the area would not always remain residential.

Mr. Williams state he would work with Dr. Israel on the wording.

Alderman Young stated he agreed with Dr. Israel that the development would only require a two lane road. If the city thought it needed a three lane road, then they should pay for it.

Ms. Debra Bunchold, An area resident, stated she was in support of the development.

Mr. Chip Arledge, an area resident, stated there seemed to be a disagreement on this development. There was no cohesiveness. He suggested that the city follow their General Plan 2020 and their policy on connectivity. In the short term what this developer was proposing, the through street through the property, would be helpful to those people who live on Quail Creek. The Planning Commission had chosen to ignore the 2020 Plan and the wishes of the past councils. They could not insist on connectivity in the future without practicing it in the past. He suggested they extend Drake Street so that it went to Gregg Street, thus forming an east west corridor from College Avenue to Hwy 112, Garland Avenue. Widen Gregg from the bypass and make it four lanes. In the long term it would lessen the amount of traffic on Quail Creek Drive.

Mr. Greg Harton, an area resident, stated he thought that this proposal would offer a good opportunity for a through street that would relieve some pressure from the residential area. It would move it to an area more appropriate for that type of traffic. He did not believe the rezoning would eliminate the possibility of the city extending Drake Street. He encouraged them to take a comprehensive approach to some street improvements in Fayetteville. He had been impressed with Mr. Israel's other developments. He thought multi-family housing was more likely to be developed there if it was not residential office. He preferred the residential office. He encouraged them to approve the rezoning.

Ms. Sharon Davison, an area resident, expressed concern over traffic and the sewer capacity.

Mr. Jim Hunt, an area resident, stated his concern was the north south corridor. He knew they were going to do what was best for the community. He supported this rezoning.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Thiel seconded. Upon roll call the motion carried 7-0-1, Bechard abstaining.

Mr. Williams read the ordinance.

ORDINANCE WAS LEFT ON THE SECOND READING.

RZN 02-22.00: An ordinance approving RZN 02-22.00 as submitted by Tom Shackelford for property located at 2975 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 1.32 acres. The request is to rezone to R-1, Low Density Residential.

Mr. Williams read the ordinance.

Alderman Davis 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.

ORDINANCE WAS LEFT ON THE SECOND READING.

ZONING CLASSIFICATION: A resolution to be filed by the City Planner directing the Mayor, Urban Development Department and the City Planning Division to refer to the Planning Commission an official request for a rezoning study and zoning map amendment to change the zoning classification of an area shown as R-2, Medium Density Residential to R-1, Low Density Residential for those areas that have 15% or greater slope as depicted on the slope analysis map in General Plan 2020 and including other areas zoned R-2, where recorded platted subdivisions exist with substandard infrastructure.

Mr. Conklin stated the Council had expressed concern with regard to development on slopes within Fayetteville. They had also expressed concern about development in subdivisions that had been platted and recorded, but the infrastructure was never installed. This resolution requests that they take a look at these areas that were zoned R-2 and contain slopes over 15% and areas that have paper subdivisions, where infrastructure has not been installed, and to look at rezoning those properties to R-1. This was something that their General Plan 2020 did support. It talked about minimizing dense residential or forms of development on steeper slopes. This resolution if passed would be filed with the Planner, they would then bring it to the Planning Commission. The Planning Commission would then make a recommendation. Their recommendation would then be brought back to them.

Alderman Thiel stated the last citywide zoning was done in the 70's. Many areas had been blanket zoned R-2. In 1987, work began to revise and update the General Plan. After extensive public meetings the 2010 and the 2020 Plan were adopted. The City needed to follow the guidelines of the General Plan 2020 to ensure the efficient expenditure of their public funds. In response to questions, Ms. Thiel stated not all projects went through the large scale development process.

Mr. Conklin stated the stormwater and grading ordinances did apply to anything over a duplex. The question is, was it appropriate to have up to twenty-four units per acre in area where they had a slope over 15% or paper subdivisions, with infrastructure that has not been installed. When someone comes to their office they relied on their zoning information and their ordinances. They made recommendations. The staff did make a recommendation that, the most recent appeal that they heard; they did not follow their recommendation and denied the development. If there was a problem with regard to the density in this area, he felt the City Council should address it. He wanted to make sure that the public could rely on the ordinances that they had and what was in place. It was a challenge. This infill development was not easy. There has been infill development that has been positive that has taken them years to do. He requested the City Council to pass

this resolution, if they wanted the Planning staff and the Planning Commission to address this. He wanted to make sure that the Council was willing to address this issue and that what ever was brought forward to them that they would be able to act on the recommendation that the Planning Commission would make. The Mill District, staff had initiated that. that specifically was called out in their General Plan, industrial zoning land that was currently being used residential and have been used residential for the last thirty-two years. The neighbors had come to a consensus that a large area of this Mill District neighborhood will be rezoned to residential and will help protect future homes within the area. This was a little different. They did have policies that talked about density controls with their land use plan. They talked about why these areas within Fayetteville that were currently undeveloped have not been developed. These areas typically have slopes over 15% and the infrastructure is not available. Therefore, they have largely remained undeveloped. The City Planning Division has worked on a planned zoning district; it was a combination of zoning and development at the same time. If they passed the resolution and they down zoned certain area, people could apply and bring to the City of Fayetteville high quality innovative development that will enhance the quality of life in Fayetteville. They are working on an ordinance that will allow flexibility and design and allow developers to bring to the city high quality development.

Alderman Davis stated with the Mill District they had met with all the residents. The way he read this resolution was that anything that was R-2 and on a 15% slope would automatically revert back to R-1.

Alderman Thiel stated what they were doing tonight was passing a resolution directing the Planning Commission to study this and to bring them back a map with these areas. She stated she felt there would be ample discussion at the council level. She did not believe this was something that would be passed immediately at all.

Mr. Conklin stated the Mill District was the first area that they had targeted. He wanted to make sure that the Council wanted the Planning Staff and the Planning Commission to look at this area and to give them a recommendation. He wanted to make sure that the City Council wanted to go forward with this.

Alderman Bechard stated conceptually he thought this was the right approach, but he thought when they worked with landowners to voluntarily change their zoning they should advocate it. However, he would not support a blanket statement of changing from R-2 to R-1, if they had 15% slope. If they changed the zoning they would be affecting people's property values. They had to make sure that they were creating an environment where they were not compromising people's quality of life. He supported the approach that they had taken with the Mill District. He did not support a blanket statement that just compromised people's property values.

Alderman Santos stated he had received a letter from Greg House. They were discussing a moratorium on development while they were studying the issue. He did not like that.

Mr. Conklin stated it was a city ordinance.

Mr. Williams stated it was part of the UDO. Often if a study was going to be done then a ninety-day pause would be something the City would be able to do to give them time to look at an area. It was legal, but they did not have to do it.

Alderman Santos stated they did not do that with the Mill District.

Alderman Marr stated they should be directing the Planning Staff and Commission to do this study. They had just turned down a development on an appeal as a result of this. If the Planning Department was bringing forward developments that they were recommending and they were voting against them, then they were doing that for multiple reasons. One of those was infrastructure, traffic study, which lead to density on hill sides and slopes. They jumped to conclusions on what they believe the intent is. He read this resolution to be a study and not a blanket rezoning. For once they were following up on something that they said they needed to look at. He did not know if he would support a blanket down zoning.

Alderman Bechard asked if they could change the wording, "to change the zoning classification of areas shown..." to "to explore options or consider".

Alderman Santos moved to amend the resolution to change the words "to change" to "to consider changing." Alderman Bechard seconded. Upon roll call the motion passed unanimously.

Alderman Davis moved to strike Section 2 and 3 regarding the moratorium. Alderman Santos seconded.

Alderman Young stated the property owners should be notified by registered mail before the first Planning Commission meetings.

Ms. Harriett Jansma, Mt. Sequoyah Association, stated they had been doing research on a study like the one proposed in this resolution. They were prepared to participate with the Planning Division in this study. They believe that by revising this City's zoning and growth plan as proposed in this resolution, they will be taking a positive step toward fulfillment and implementation of the general plan. The result of the proposed change could be the orderly development and best use of valuable land in and near their city's old neighborhoods.

Ms. Marion Orton, League of Women Voters, stated they supported standards which minimize erosion and pollution caused by development on hill sides. They had the stance that intense development on hillsides should be limited. The League supported following the 2020 Plan recommendation for hillside and the proposed resolution.

Ms. Sharon Davision, an area resident, expressed concern about inappropriate zoning.

Ms. Cathy Thompson, Washington Willow Neighborhood Association, stated they should consider the integrity of the older neighbors and how they all fit together and how they wanted them to be in the future.

Mr. Greg House, an area resident, stated he did not oppose the study, but his issue was the issue of moratorium and the lack of notice for them that are in the middle of a project. He did not believe that it was fair to ask them to stop now after the money and time they had spent which would cause them great harm. The 2020 Plan was a plan for the future, not just today. It was for the next eighteen years.

Mr. Ken Marvin, an area resident, stated he had two acres on a hill that was zoned R-2 and has been for forty years. With the new grading ordinance he would not be able to build new upscale apartments or town homes on his land. It was not the fall or the slope of the building on the land, it was how they place their buildings on the land. They need to build with the land.

Mr. Robert Sharp, an area resident, stated he thought the study was a good idea. He felt the run off issue had been dealt with by the grading and drainage issue. They just have not felt the affects yet because not enough projects have been built under the new law. There was undeveloped land on hillsides in Fayetteville, he believed that land would be developed one way or another. If they were built as houses or duplexes, there would be no grading or drainage requirements, so the run off would be greater if it was all single family.

Mr. Jerry Havens, an area resident, stated he wanted the City to take a long hard look at this issue. He would support of removal of the mandatory moratorium.

Mr. Glenn Carter, an area resident, stated his main concern was the moratorium.

Upon roll call the motion carried by a vote of 5-3-0. Jordan, Reynolds, and Thiel.

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

RESOLUTION 130-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADVERTISING: Discussion regarding the City's advertising.

Mr. Jim Blankenship, Arkansas Democrat Gazette, presented information to the Council regarding their circulation and pricing based on a cost per thousand.

In response to question, Ms. Woodruff stated last year the City spent close to $89,000 with the Gazette and almost $20,000 with the Morning News. This year, thorough July they have spent $53,000 with the Gazette and $5,000 with the Morning News. Estimating $106,000 with the Gazette by the end of the year.

Mr. Ken Eikenberry, Morning News, presented their proposal.

Alderman Santos stated they should look at the complete packet. There were different things that different papers did better. They needed to look at the different kinds of advertising that they did and figure out which paper was most effective.

Ms. Woodruff stated they had broken their cost down by want ads, legal ads and display ads. In response to questions, she stated in order to get the proposed rates from each of the papers they had to have a contract. To meet their 9,000 inches in requirement for the Gazette they basically had to do all of their advertising with them. The Morning New was asking the same of them. In order to get the proposed rates, they would have to go with one primary paper. They would be able to do duplication in the other paper.

Ms. Renee Thomas, Planning Division, stated they had been doing all display ads since March because it was more cost affective.

Mr. Bechard asked them to come back with a couple of recommendations or proposals verse a broad discussion.

NO ACTION TAKEN.

AUTOMATED CARTS: An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program.

Mr. Williams read the ordinance.

Alderman Bechard stated if they were getting in to discount structures greater than 20% and 30% they were creating themselves all sorts of financial risk. On a 32 gallon container they were giving a 58% discount. On their projected cart distribution they would be looking at $748,000 deficit. He suggested more a discount of 20% range. He thought they should be closer to the true cost of the rate, while at the same time giving people the incentive the throwaway less and recycle more.

Melissa Terry, an area resident, stated they had conducted an informal survey, the basic result was that 50% of the people surveyed chose the 64 gallon chart. 23% were choosing the 32 gallon, and 27% were choosing the 96 gallon.

Alderman Marr questioned if they were going to have the residential rates more fully fund the program or are they going to rely on the commercial subsidy that they have today.

Alderman Young stated he thought it would be easier for the entire city, if they were to eliminate the subsidy now.

Alderman Reynolds stated he did not believe that they could continue funding the residential. He did not believe their surplus was going to last.

Mr. Dumas stated the distribution of the carts is conservative.

Alderman Davis stated they did not want to have a deficit starting out the program.

Alderman Jordan stated there were large families out there today, he did not believe some of them could afford the proposed rates.

Alderman Young stated they should think about a compromise.

Alderman Santos stated they should go with Dumas' numbers and give it a try.

Mr. Dumas stated he was not in favor of dramatic discounts, but he did not believe that they had to make it all up in one year. If the cart distribution came in like they thought it was going to the subsidy would be couple $100,000 less than what is projected.

Mr. Geary Lowery, an area resident, suggested sending out a rate range survey.

Ms. Melissa Terry, an area resident, stated they should have an oversight committee. She asked them to consider extra services like an additional bag on the top of the cart and amnesty days for extra trash.

ORDINANCE WAS LEFT ON THE FIRST READING.

CONSOLIDATED WASTE MANAGEMENT PROGRAM: A resolution adopting the action plan for implementation of Consolidated Waste Management Program and authorizing bidding for hauling services and container rental to assist in short-term implementation of plan.

Alderman Santos moved to pass the resolution. Alderman Jordan seconded. The motion carried unanimously.

RESOLUTION 131-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LOPFI 2: A resolution moving the City of Fayetteville Police LOPFI retirement benefits from Plan 1 to Plan 2 as of October 1, 2002.

Chief Hoyt stated this was the first time that they were seeing this, but it had been in the planning stage for some time. LOPFI is a State wide retirement system. He was not affected by LOPFI, he was on a different system. In 1983 the City of Fayetteville had been mandated to go under a State wide retirement system. The system was managed by people in Little Rock and they prescribe the benefits. He asked them if they knew police officers and fire fighters did not have Social Security. If they had a job before or after becoming a police officer where they had earned their forty quarter, they had a Social

Security off set where they were punished for having a private pension. Their government pension would be subtracted from their Social Security. They did not get very much at the end. Currently, the city is only required to pay 6% of their salary. That was cheaper than Social Security. The city put 12% of a civil salary into a 401k. for a non-civil service employee the city put in almost 20% toward a pension benefit including social security. The city receives an insurance turn back from the State which goes into their retirement to help off set the cost. They had the money to pay of the benefit increase this year. This would be a commitment from the Council. The estimated cost for next year, if they went to the new percentage, was $385,130 for the year 2003. That was just $23,000 more than they spent in 2001.

Mr. Steve Davis presented information regarding the long term cost to the city. He also expressed concern about the assumptions made by LOPFI on their actuaries. The city could be facing a 20 to 30% funding increase in their funding to LOPFI before this group of police officers retire. It was a defined benefit plan. When they hire a police officer they by the cost of the future benefits of their retirement plan. LOPFI can only increase 1% per year.

Jason Avorado, FOP, stated the benefit survey will not be presented to them until September.

Tad Scott, FOP, stated they did not want to take away from civilian employees, but they have been working on this for over two years. He questioned what the cost was verses the rewards. The rewards would show that the police officers were appreciated. This was very important to them.

Alderman Bechard stated he thought needed do the Hay study. He hesitated in making long term decision when they did not have all the data in from of them.

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

RESOLUTION WAS TABLED.

Meeting adjourned at 12:15 a.m.

AIR WORKS
DIV. OF MCC INC.
HVACR # 0135450

September 10, 2002

City of Fayetteville
Community Code Enforcement
125 West Mountain Street
Fayetteville, AR 72701

RE: Yvonne Richardson Center

We discussed the unconditional warranty with Mike Green of Green Anderson Engineers Inc., per the original specifications and bid documents for five years on compressors and ten years on heat exchangers.

To clarify our warranty, we restate the warranty as follows:

- Compressors carry an unconditional five year parts warranty
- Heat exchangers carry an unconditional ten year parts warranty
- The unconditional parts warranty will include shipping, refrigerant and equipment rental required to install the parts under warranty
- All other parts are warranted for one year
- Labor is also included for the first year on all parts.

If you have any questions, please do not hesitate to contact the undersiged below.

Sincerely,

Sam Bridges
Mechanical Engineer

cc: Mike Green
Green Anderson Engineers, Inc.
479-442-0413 fax

SB:df

Yvonne Richardson 09-10-02 bridges.ltr

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 9/10/02

PRODUCER
Robinson Insurance/SPO
4700 S. Thompson, Suite 101
Springdale AR 72764
(479) 750-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Airworks Division of Multi-Craft Contractors, Inc.
P. O. Box 1780
2300 Lowell Rd.
Springdale, AR 72765-1780

COMPANIES AFFORDING COVERAGE

COMPANY A: St. Paul Mercury Insurance Co.
COMPANY B: National Surety Corporation
COMPANY C: St. Paul Fire & Marine Ins. Co
COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	[illegible]	9/01/02	9/01/03	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	X Per project limit				FIRE DAMAGE (Any one fire)	$ 100,000
	X contractual liab.				MED EXP (Any one person)	$ 10,000
A	AUTOMOBILE LIABILITY	[illegible]	9/01/02	9/01/03	COMBINED SINGLE LIMIT	$
	X ANY AUTO				BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$ 100,000
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY	XYZ0007945532280	9/01/02	9/01/03	EACH OCCURRENCE	$ 1,000,000
	X UMBRELLA FORM				AGGREGATE	$ 1,000,000
	OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[illegible]	9/01/02	9/01/03	X WC STATU-TORY LIMITS OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EA EMPLOYEE	$ 1,000,000
C	OTHER Installation Floater	[illegible]	9/01/02	9/01/03	$50,000 per job location	
	Special Causes of Loss				$10,000 in transit	
					$10,000 temporary storage site	
					$1,000 deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

JOB: Upgrading electrical and installing commercial grade HVAC System in the Yvonne Richardson Community Center, 240 E Rock St., Fayetteville, AR 72701. NOTE: Auto Liability is written on a combined single limit form with a $1,000,000 CSL instead of the split limits shown above. Split limits shown are less total limits than insured carries.

CERTIFICATE HOLDER

City of Fayetteville
Community Code Enforcement
Community Development Section
113 W. Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Debbie Kelso
Debbie Kelso

ACORD CORPORATION 1988

CERTIFICATE: 150/001/ 00466

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND, INSERT, AND DELETE CERTAIN DEFINITIONS; MODIFY RESIDENTIAL SERVICE REQUIREMENTS AND ADOPT RATES.

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

Section 1. That §50.01: Definitions, Code of Fayetteville is hereby amended by deleting the definitions of **Container, Garbage Can,** and **Residential Garbage Bags**, and inserting the following:

Bulky Waste. Items too large for collection in City-issued residential garbage carts, such as appliances, furniture, large limbs, etc. Customers should contact the Solid Waste and Recycling division for specific requirements.

Section 2. That the definition for **Residential Service** at §50.01: Definitions, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

Residential Service. The collection and removal of garbage and trash from single-family residences located on public roadways within the City of Fayetteville. Collection of garbage and trash from residents on private roadways shall be at the discretion of the City. The City shall only collect garbage and trash contained in City-issued carts.

Section 3. That §50.20(B) Service Requirements: Residential Service, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

B. Residential Service.

1. Residential Garbage Carts Required. Beginning January 2003, customers receiving residential garbage and trash service shall use only the residential garbage carts provided by the City. Only garbage and trash placed in such residential garbage carts shall be collected by the City.

b. Additional bags. On the collection day, an additional bag not to exceed 35 gallons in capacity, may be placed in the top of an open garbage cart. An excess bag fee of $2.50 shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart shall not be collected.

DRAFT

c. Additional collection. Residential customers may request additional garbage cart collection by appointment. Again, trash shall be placed in the garbage cart, and an additional bag not to exceed 35 gallons in capacity, may be placed in the top of an open garbage cart. An additional collection fee of $6.00, plus the actual disposal cost based on cart size, shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart shall not be collected.

2. Location of Residential Garbage Carts. Residential garbage carts shall be placed at a single collection point within three (3) feet of the curb, street or alley line, where applicable, by 6:00 a.m. on mornings regularly scheduled for garbage and trash collection, provided however, that garbage carts shall not be placed at the curb, street or alley more than twelve (12) hours before regular pickup, and shall be removed within twelve (12) hours thereafter. Alternate collection points may be specified at the discretion of the City.

3. Exemptions. Residential customers who wish to apply for an exemption of the required location of residential garbage carts may contact the Solid Waste and Recycling division for an application. Final determination of exemption status shall be made by the General Services Director or his designated representative.

4. Rental Property Cart Service. Rental property owners listed on the Major Owner List maintained by the City of Fayetteville Business Office, shall 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 shall be responsible to contact the Solid Waste and Recycling division if the cart is discovered missing during cleanup activities. The landlord shall be responsible for the cart during these 10 days and shall be required to contact the Solid Waste and Recycling division to arrange for cart pickup.

5. Storage/Maintenance. Residential garbage carts shall be stored and maintained in a manner not likely to create a fire hazard, provide nesting space for rodents and other vermin, or breeding sites for insects.

Section 4. That Chapter 50: Garbage and Trash, is hereby amended by inserting the following:

§50.30 Bulky Waste/Community Cleanups.

A. Bulky Waste Pickup. Each customer shall be entitled to one (1) bulky waste pickup per year. Customers shall arrange for bulky waste pickup by contacting the Solid Waste and Recycling division to reserve a collection date. Mobile home parks and apartment complexes consisting of four (4) or more units shall not be eligible.

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B. Community Cleanups.

1. City-wide Earth Week Cleanup. During Earth Week of each year, customers may dispose of normal residential waste at the Solid Waste and Recycling facility free of charge.

2. Neighborhood Association/Ward Cleanups. Each City Council Ward shall be eligible for up to four (4) community cleanups per year, provided however, that each cleanup shall be coordinated by at least one (1) neighborhood association, under the sponsorship of both of the Ward's Alderpersons. The City shall collect normal residential waste free of charge.

Section 5. That §50.40(A) Rates for Services: Residential Service, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.40 Rates for Services.

A. Residential service. Garbage and trash shall be collected from residential customers one time each week for the following rates:

Garbage/Trash User Fee Schedule

Container Volume	Fixed Fee	Graduated Volume Fee	Cart Capitalization Included in Base Rate	Monthly Rate
32	$5.76	$2.06	$0.37	$9.00
64	$5.76	$6.24	$0.49	$13.50
96	$5.76	$11.43	$0.55	$18.00
Apartment complexes recycling - cost per unit				$13.50
Apartment complexes not recycling –cost per unit				$18.00

PASSED and **APPROVED** this ____ day of _____, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION AWARDING AN ENGINEERING CONTRACT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED EIGHT DOLLARS ($198,408.00) TO BUCHER, WILLIS AND RATLIFF CORPORATION FOR ENGINEERING AND PLANNING SERVICES ASSOCIATED WITH THE COMPREHENSIVE TRAFFIC STUDY; APPROVING AN ENGINEERING CONTRACT CONTINGENCY IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00); AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00) 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 an engineering contract in an amount not to exceed One Hundred Ninety-Eight Thousand Four Hundred Eight Dollars ($198,408.00) to Bucher, Willis and Ratliff Corporation for engineering and planning services associated with the Comprehensive Traffic Study, 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 an engineering contract contingency in the amount of Twenty Thousand Dollars ($20,000.00).

Section 3. That the City Council of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Twenty Thousand Dollars ($20,000.00) for same.

PASSED and **APPROVED** this 17th day of September, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR ENGINEERING SERVICES WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR DESIGN BID, AND CONSTRUCTION SUPERVISION SERVICES FOR THE PAINTING OF RODGERS DRIVE WATER TANK II AND GOSHEN WATER TANK

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 approves the engineering services contract with McClelland Consulting Engineers, Inc. in the amount of $31,481.00 plus a project contingency of $5,000.00 for design, bid, and construction supervision for the painting of two City of Fayetteville water tanks (Rodgers Drive II and Goshen). This contract is attached as Exhibit A.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: _____
DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING SERVICES CONTRACT WITH GARVER ENGINEERS, LLC IN THE AMOUNT OF $135,950.00, PLUS A PROJECT CONTINGENCY OF $20,000.00 FOR WATER LINE RELOCATION AND IMPROVEMENT, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $155,950.00

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 approves an engineering services contract with Garver Engineers LLC, in the amount of $135,950.00, (plus a project contingency of $20,000.00) for relocation and improvements to water lines and appurtenances along Gregg Avenue. The contract is attached as Exhibit A.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustment of $155,950.00 attached as Exhibit B.

PASSED and **APPROVED** this 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A BULLETPROOF PARTNERSHIP GRANT IN THE AMOUNT OF 50% OF THE COSTS OF BULLETPROOF VESTS UP TO $48,925.00 AND APPROVE A CONTRACT WITH CRUSE UNIFORMS AND EQUIPMENT TO PURCHASE UP TO $99,850.00 WORTH OF BULLETPROOF VESTS AS NEEDED

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 a Bulletproof Partnership Grant in the amount of 50% of the costs of Bulletproof vests up to an amount of $48,925.00 and approves a contract with Cruse Uniforms and Equipment to purchase up to $97,850.00 worth of bulletproof vests.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
_____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR ENGINEERING SERVICES IN THE AMOUNT OF $28,894.00, PLUS CONTINGENCY OF $5,000.00 WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR WATER MAIN REPLACEMENT FROM NORTH STREET TO MAPLE STREET

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 approves the engineering services contract with McClelland Consulting Engineers, Inc. in the amount of $28,894.00 (plus project contingency of $5,000.00) for engineering services necessary for the water main replacement project between North Street and Maple Street. This contract is attached as Exhibit A.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH AIR WORKS DIVISION OF MULTI CRAFT CONTRACTORS IN THE AMOUNT OF $39,308.00 FOR UPGRADING THE ELECTRICAL SERVICE AND INSTALLING A COMMERCIAL GRADE HEATING AND AIR CONDITIONING SYSTEM IN THE YVONNE RICHARDSON COMMUNITY CENTER

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 approves a contract with Air Works Division of Multi Craft Contractors in the amount of $39,308.00 for upgrading the electrical service and installing a commercial grade heating and air conditioning system in the Yvonne Richardson Community Center. A copy of this contract is attached as Exhibit A.

ASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN TO RELOCATE THE EXTENSION OF HOLLYWOOD AVENUE FROM 18TH STREET TO BEST WAY STREET

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 amends the Master Street Plan by relocating the extension of Hollywood Avenue from 18th Street to Best Way Street as shown on Exhibit A attached hereto.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
_____
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 September 17, 2002

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering services contract for tank painting to McClelland Engineers in the amount of $31,481.00. The project includes the second Rodgers Tank and the City of Fayetteville's tank at Goshen.

2. A project contingency of $5,000.00.

COST TO CITY:

$ 36,481	$280,000	Tank Painting
Cost of this Request	Category/Project Budget 2002	Category/Project Name
5400-5600-5808.00	$0	Water/Sewer Impr
Account Number	Funds Used To Date 2002	Program Name
02031 - 10	$280,000	Water/Sewer Fund
Project Number	Remaining Balance 2002 Prior to this request	Fund

BUDGET REVIEW: __x__ Budgeted Item ____ Budget Adjustment Attached

8-30-02
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fawbush 8/30/02
Accounting Manager Date

9/4/02
City Attorney Date

GRANTING AGENCY:

Nancy Smith 9/3/02
Internal Auditor Date

ADA Coordinator Date

Purchasing Officer — Date: 9-4-02

Grant Coordinator — Date

STAFF RECOMMENDATION: Approval

Division Head — Date: 08-28-02

Department Director — Date: 9-02-02

Administrative Services Director — Date: 9/5/02

Mayor — Date: 9/5/02

Cross Reference

New Item: Yes x No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract No:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Engineering Division

To: Dan Coody, Mayor
City Council

Thru: Greg Boettcher, Public Works Director
Staff Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: August 28, 2002

Re: City Council Meeting September 17, 2002
Engineering services contract with McClelland Engineers for the tank painting at Rodgers Drive Tank II and the Fayetteville water tank at Goshen.

Please find enclosed the proposed engineering contract with McClelland Engineers for tank painting at Rodgers Drive Tank II and the Fayetteville water tank at Goshen.

The Rodgers Drive Tank II is a budgeted 2002 CIP project. The City's tank at Goshen (purchased by the City as a part of the White River Rural Water System) is showing signs of distress and requires maintenance painting. For economy, staff requests that these two tanks may be combined within one engineering and one construction contract.

Based upon a formal engineering selection process in compliance with State law and City policy, the firm of McClelland Engineers was selected for this project.

The proposed engineering services contract with McClelland Engineers is in the not-to-exceed amount of $31,481.00. The contract is summarized as

$9,011.00 for design and contract documents,
$2,380.00 for bidding phase and contract award services ,
$19,040.00 for construction phase services and
$1,050.00 for reimbursable expenses.

The contract is formulated to allow the City to analyze the need for the construction phase services at the time of the construction contract award and further utilize McClelland as-needed balanced with the staff's ability to perform this phase in-house.

Enc:
1. Original contract.

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

WATER TANK PAINTING AND REPAIRS
RODGERS DRIVE NO. 2 AND GOSHEN TANKS

STATE OF ARKANSAS
COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____, 2002, by and between the City of Fayetteville, Arkansas, acting by and through its Mayor, and McClelland Consulting Engineers, Inc., with offices located in Fayetteville, Arkansas.

WITNESSETH THAT:

WHEREAS, the City of Fayetteville requires engineering services to prepare Plans, Specifications and Bid Documents, to provide Bidding Assistance and to perhaps provide Construction Management assistance for repainting and renovating two water storage tanks, specifically the Rodgers Drive No. 2 Tank and Goshen Tank; and

WHEREAS, the City of Fayetteville has selected McClelland Consulting Engineers, Inc. to provide the required engineering services;

NOW THEREFORE, it is considered to be in the best public interest for the City of Fayetteville to obtain assistance of McClelland Consulting Engineers in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION 1.0 EMPLOYMENT OF McCLELLAND CONSULTING ENGINEERS

The City of Fayetteville agrees to employ McClelland Consulting Engineers, Inc. to perform, and McClelland Consulting Engineers agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the City of Fayetteville agrees to pay and McClelland Consulting Engineers agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished.

SECTION 2.0 DESCRIPTION OF THE PROJECT

The project shall consist of preparation of Plans, Specifications and Bid Documents for repainting and renovating the Rodgers Drive No. 2 Tank and the Goshen Tank. The Documents shall require the removal of the cathodic protection system in the Rodgers Drive Tank with repair of the roof handholes and other cathodic protection appurtenances. No new cathodic protection system will be installed. The Documents shall also address use of the tank for a concert, after the interior is painted but before the interior is disinfected.

The project shall consist of assistance during the bidding process, to include issuing Bid Documents, addressing bidders' questions, attending the bid opening, preparation of a bid tabulation and recommendation of contract award.

The project shall also consist of providing Construction Management Services to include review of submittals, construction observation, approval of monthly pay requests and project close-out services.

SECTION 3.0 SERVICES TO BE FURNISHED BY McCLELLAND CONSULTING ENGINEERS

3.1 McClelland Consulting Engineers shall provide at their own expense a suitable engineering staff to prepare the necessary Plans, Specifications and Bid Documents, obtain the City of Fayetteville's approval of said documents and then obtain approval of the Arkansas Department of Health of said documents. The Bid Documents would include any itemized repairs that became evident during an internal and external inspection of the two tanks. This inspection has been completed for the Goshen Tank and will be completed for the Rodgers Drive Tank No. 2.

3.2 McClelland Consulting Engineers, Inc. shall issue Bid Documents to prospective bidders, shall answer bidders' questions and shall attend the bid opening. A bid tabulation and recommendation of contract award shall be completed by McClelland Consulting Engineers, Inc.

3.3 McClelland Consulting Engineers, Inc. shall provide Construction Management Services to include review of submittals, construction observation on a part-time, as needed basis (construction observation services will be coordinated with the Contractor to insure that all blasted services are inspected prior to painting and that all painted surfaces are inspected prior to subsequent coating applications; however, a construction observer will not be on-site on a full-time basis to observe all blasting operations or all painting operations), and review and approval of monthly pay requests, as well as project close-out documents.

SECTION 4.0 INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY OF FAYETTEVILLE

4.1 In connection with the project, the City of Fayetteville's responsibilities shall include, but not be limited to, the following:

4.1.1 Giving thorough consideration to all documents presented by McClelland Consulting Engineers and informing McClelland Consulting Engineers of all

decisions within a reasonable time so as not to delay the work of McClelland Consulting Engineers.

4.1.2 Making provision for the employees of McClelland Consulting Engineers to enter the tank sites to perform any necessary inspections.

4.1.3 Furnishing McClelland Consulting Engineers such plans and record of construction of existing facilities, or copies of same, bearing on the proposed work as may be in the possession of the City of Fayetteville. Such documents or data will be returned upon completion of the work or at the request of the City of Fayetteville.

4.1.4 Coordinating the draining of Rodgers Drive Tank No. 2 so that its interior can be inspected and the needed repairs can be itemized in the Bid Documents. The tank would then be left empty during the plans approval and bidding process, so that it would be available for prospective bidders to inspect.

4.1.5 Providing specific requirements for the scheduling of a concert or recording session inside the Rodgers Drive Tank No. 2.

4.1.6 Giving prompt written notice to McClelland Consulting Engineers whenever the City of Fayetteville observes or otherwise becomes aware of events which may substantially alter McClelland Consulting Engineers' performance under this Agreement.

SECTION 5.0 COORDINATION WITH THE CITY OF FAYETTEVILLE

McClelland Consulting Engineers, Inc. shall hold conferences throughout the course of the engineering design with representatives of the City of Fayetteville with the intent that the design, as perfected, shall have full benefit of the City of Fayetteville's knowledge and be consistent with the current policies and construction practices of the City of Fayetteville.

SECTION 6.0 OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at McClelland Consulting Engineers' or the City of Fayetteville's office, as appropriate to the task at hand.

SECTION 7.0 DOCUMENT SUBMITTAL

McClelland Consulting Engineers, Inc. shall submit the following documents to the City of Fayetteville for review:

7.1. Two (2) copies of the draft Bid Documents

7.2. Two (2) copies of the final Bid Documents

7.3. Two (2) copies of any appropriate Record Drawings with an electronic copy.

SECTION 8.0 SUBCONTRACTING

Subcontracting by McClelland Consulting Engineers of any of the services provided herein shall require prior approval by the City of Fayetteville.

SECTION 9.0 TIME OF BEGINNING AND COMPLETION

McClelland Consulting Engineers shall begin work under this Agreement within ten (10) days of notice of proceed. It is anticipated that the time required to complete the draft Bid Documents will be 30 days after the Rodgers Drive Tank No. 2 is made available for internal and external inspection. Final Bid Documents will be completed within two weeks of receipt of the review comments from the City of Fayetteville. Bidding and completion of the repainting work shall be scheduled with representatives of the City of Fayetteville and completed in an expeditious fashion, upon approval of the Bid Documents by the Arkansas Department of Health.

SECTION 10.0 FEES AND PAYMENTS

In consideration of the performance of the foregoing services, the City of Fayetteville shall compensate McClelland Consulting Engineers, Inc. as follows:

10.1 For engineering services set out under Section 3.0, payment shall be based on the actual time required to perform the work by the various classifications of employees at the hourly rates set out in Attachment 1, plus reimbursable expenses.

10.2 McClelland Consulting Engineers, Inc. agrees to keep an accurate record of the hours of the personnel working on the project. The schedule of Hourly Rates shown in Attachment 1 will be revised on October 1 of each calendar year.

10.3 McClelland Consulting Engineers, Inc. shall be reimbursed for expenses as hereinafter set out when the expense to be incurred is approved in advance by the City of Fayetteville's representative. Reimbursable expenses shall include: 1) travel costs, 2) reproduction expenses, 3) Health Department review expenses, 4) other expenses directly attributable to the project, including any work performed by subcontractors. McClelland Consulting Engineers, Inc. shall charge the City of Fayetteville for reimbursable expenses at actual cost The cost for reimbursable expenses under this section is estimated to be $1,050.00.

10.4 The estimated total compensation for the services set out under Section 3.0 is $31,481.00 including reimbursable expenses of $1,050.00. The basis of this cost estimate is shown

in Attachment 2. This total compensation will not be exceeded without prior authorization from the City of Fayetteville. Subject to the City Council of the City of Fayetteville's prior approval, adjustment of this upper limit may be made should McClelland Consulting Engineers and the City of Fayetteville agree that there has been a significant change in scope, character or complexity of the services to be performed. It is understood and agreed that the total compensation cost ceiling does not cover unforeseen contingencies such as litigation or other events not normally expected.

10.5 The breakdown of costs between the various work tasks as given in Attachment 2 is a convenience and is not intended to set a maximum cost for any of the work tasks. Costs may be transferred from one work task to another so long as the maximum cost as given above is not exceeded.

10.6 Billing shall be submitted monthly and shall include all costs accrued plus reimbursable expenses. The City of Fayetteville will make every effort to approve and pay such invoices within 30 days of the date of the invoice.

SECTION 11.0 CHANGES

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

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

11.3 Any claim by McClelland Consulting Engineers, Inc. for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by McClelland Consulting Engineers, Inc. of the notification of the change; provided, however, that the City of Fayetteville, if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION 14.0 MISCELLANEOUS PROVISIONS, (1) Dispute Resolution. However, nothing in this clause shall excuse McClelland Consulting Engineers, Inc. from proceeding with the contract as changed.

SECTION 12.0 OWNERSHIP OF DOCUMENTS

12.1 Engineering documents, including drawings, prepared by McClelland Consulting Engineers, Inc. as part of the services, shall become the property of the City of Fayetteville when McClelland Consulting Engineers, Inc. has been compensated for all services rendered, provided, however, that McClelland Consulting Engineers, Inc. shall have the unrestricted right to their use. McClelland Consulting Engineers, Inc. shall, however, retain its rights in its standard drawing details, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of McClelland Consulting Engineers, Inc.

12.2 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. McClelland Consulting Engineers, Inc. makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

SECTION 13.0 POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the City of Fayetteville will have the right to suspend or cancel the work at any time.

13.1 Postponement. Should the City of Fayetteville, for any reason whatsoever, decide to postpone the work at any time, the City of Fayetteville will notify McClelland Consulting Engineers, Inc., who will immediately suspend work. Should the City of Fayetteville decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

13.2 Cancellation. Should the City of Fayetteville, for any reason whatsoever, decide to cancel or to terminate the use of McClelland Consulting Engineers' service, the City of Fayetteville will give written notice thereof to McClelland Consulting Engineers, Inc., who will immediately terminate the work. It the City of Fayetteville so elects, McClelland Consulting Engineers, Inc. may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. McClelland Consulting Engineers, Inc. shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of McClelland Consulting Engineers' services, McClelland Consulting Engineers shall be paid for the work completed to the time of termination and for reasonable termination expenses.

SECTION 14.0 MISCELLANEOUS PROVISIONS

14.1 Dispute Resolution. In an effort to resolve any conflicts that arise during the development of the Project or following the completion of the Project, the City of Fayetteville and McClelland Consulting Engineers, Inc. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The City of Fayetteville and McClelland Consulting Engineers, In. further agree to include a similar mediation provision in all agreements with independent contractors and consultants (if any) retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

14.2 Responsibility for Claims and Liability. McClelland Consulting Engineers, Inc. shall save harmless the City of Fayetteville from all claim and liability due to its (McClelland Consulting Engineers') negligent activities, or those subcontractors, its agents, or its employees during the time this contract is in force. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to their own fault.

14.3 General Compliance with Laws. McClelland Consulting Engineers, Inc. shall endeavor to comply with federal, state and local laws and ordinances applicable to the work. The project engineer shall be a professional engineer, licensed in the State of Arkansas.

14.4 Engineer's Endorsement. McClelland Consulting Engineers, Inc. shall endorse and recommend engineering data furnished by it. All work shall be checked in accordance with accepted engineering practices. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

14.5 Opinions of Cost and Schedule. McClelland Consulting Engineers, Inc. has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules. Therefore, McClelland Consulting Engineers' opinion of probable costs and of suggested project schedules shall be made on the basis of experience and qualifications as a professional engineer. McClelland Consulting Engineers, Inc. does not guarantee that proposals, bids, or actual project costs will not vary from McClelland Consulting Engineers' cost estimates or that actual schedules will not vary from McClelland Consulting Engineers' projected schedules.

14.6 Waiver of Subrogation. The parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of the services. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the City of Fayetteville and shall protect the City of Fayetteville and McClelland Consulting Engineers, Inc. to the same extent.

14.7 No Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

14.8 Arkansas Freedom of Information Act. McClelland Consulting Engineers, Inc. agrees that it will provide to the City of Fayetteville, at a cost to be agreed upon, all documents in its possession that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to it, or, in anticipation of such a request, which it believes necessary for it to possess. McClelland Consulting Engineers, Inc. further agrees that it will request of all subconsultants, retained by McClelland Consulting Engineers, Inc. to perform services under this Agreement, to provide to the City of Fayetteville, at a cost to be agreed upon, all documents in the possession of such subconsultants that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to the City of Fayetteville, or, in anticipation of such a request, which it believes necessary for the City of Fayetteville to possess. McClelland Consulting Engineers, Inc. will produce all documents or material in the format that are kept by McClelland Consulting Engineers, Inc., or at the option of McClelland Consulting Engineers, Inc., in some other format. If a specialized format is requested by the City of Fayetteville, the cost of conversion, if that additional responsibility is accepted by McClelland Consulting Engineers, Inc., will be borne by the City of Fayetteville at the then-prevailing rates for the parties actually performing the conversion. McClelland Consulting Engineers, Inc. agrees to use due diligence to comply with all the requirements of the Arkansas Freedom of Information Act.

Nothing in this Agreement shall constitute an acceptance of McClelland Consulting Engineers, Inc. or it subconsultants to the application of the Arkansas Freedom of Information Act to McClelland Consulting Engineers, Inc. or its subconsultants or to McClelland Consulting Engineers' or subconsultant's books, records, drawings, or other items not constituting the property of the City of Fayetteville under this Agreement, nor a waiver of its rights to object to any requests made to it pursuant to the Arkansas Freedom of Information Act by any person or entity not a party to this Agreements.

SECTION 15.0 SUCCESSORS AND ASSIGNS

The City of Fayetteville and McClelland Consulting Engineers, Inc. each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the City of Fayetteville nor McClelland Consulting Engineers, Inc. shall assign, sublet or transfer its interest in this Agreement without written consent of the other, except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION 16.0 COVENANT AGAINST CONTINGENT FEES

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

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

SECTION 17.0 INSURANCE

McClelland Consulting Engineers, Inc. agrees to maintain standard insurance policies through the life of this Agreement, including Workers' Compensation in accordance with the statutory requirements of the State of Arkansas, comprehensive general liability, automobile liability, and professional liability with a limit of $1,000,000.00.

SECTION 18.0 STANDARD OF CARE

Services provided by McClelland Consulting Engineers, Inc. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SECTION 19.0 LIST OF ATTACHMENTS

The following attachments are hereby made a part of this contract:

Attachment 1 – Billing Rates
Attachment 2 – Estimate of Engineering Costs

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST:

_____
Heather Woodruff, City Clerk

McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
John C. Quinn, President

ATTEST:

_____
Robert W. White, Vice-President

ATTACHMENT 1

BILLING RATES

CATEGORY	*HOURLY RATE
Principal Engineer/Project Manager	$105.00
Senior Project Engineer	$80.00
Junior Project Engineer	$55.00
Electrical Engineer	$80.00
Mechanical Engineer	$75.00
Structural Engineer	$80.00
Senior Engineering Technician	$57.00
Senior Construction Observer	$59.00
Junior Construction Observer	$38.00
Chief Draftsman	$59.00
Senior Draftsman	$49.00
Junior Draftsman	$34.00
Computer Technician	$55.00
Registered Land Surveyor	$60.00
Survey Crew (2-Man)	$95.00
Party Chief	$37.00
Soils Lab Supervisor	$52.00
Soils Lab Technician	$34.00
Water Lab Supervisor	$45.00
Water Lab Technician	$25.00
Clerk/Typist	$35.00
Mileage	$0.34

* Subject to adjustment annually, on/about October 1st.

ATTACHMENT 2
ESTIMATE OF ENGINEERING COSTS

I PREPARATION OF BID DOCUMENTS

Category	Estimated Hours	Rate	Estimated Cost
Principal Engineer	3	$105.00	$ 315.00
Project Manager	60	$105.00	$6300.00
Senior Engineering Technician	4	$ 57.00	$ 228.00
Chief Draftsman	4	$ 59.00	$ 236.00
Senior Draftsman	18	$ 49.00	$ 882.00
Clerk/Typist	30	$ 35.00	$1050.00
		Subtotal	**$9011.00**

II BIDDING PHASE

Principal Engineer	2	$105.00	$ 210.00
Project Manager	18	$105.00	$1890.00
Clerk/Typist	8	$ 35.00	$ 280.00
		Subtotal	**$2380.00**

III CONSTRUCTION MANAGEMENT PHASE

Principal Engineer	4	$105.00	$ 420.00
Project Manager	48	$105.00	$5040.00
Senior Construction Observer	120	$ 59.00	$7080.00
Junior Construction Observer	160	$ 38.00	$6080.00
Clerk/Typist	12	$ 35.00	$ 420.00
		Subtotal	**$19,040.00**

Estimated Total Labor	**$30,431.00**
Estimated Reimbursable Expenses	**$ 1,050.00**
Estimated Total Not to be Exceeded	**$31,481.00**

Water Tank
A.3. Page 16

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	Date: 9-03-02
P.O. Number:	Expected Delivery Date: ASAP

Vendor #: 7460	Vendor Name: McClelland Consulting Engineers			Mail: Yes ___ No X
Address: PO Box 1229			FOB Point:	Taxable: Yes ___ No ___
City: Fayetteville	State: AR	Zip: 72702	Ship To Code: 090	Division Head Approval: Jim Beavers
Requester: Jim Beavers			*Requester's Employee#: 327	Extension: 208

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Engineering Services Contract for Tank Painting				36,481.	5400-5600-5808.00	02031-10		
	SHIPPING/HANDLING								

Special Instructions: PLEASE RETURN PO TO ENGINEERING

Subtotal: $36,481.00

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Admin. Services Director:

Department Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

STAFF REVIEW FORM

__x__ AGENDA REQUEST
__x__ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00

2. A project contingency of $5,000.00.

COST TO CITY:

$ 33,894 Cost of this Request	$878,000 Category/Project Budget 2002	Water - N College Category/Project Name
5400-5600-5808.00 Account Number	$0 Funds Used To Date 2002	Water/Sewer Impr Program Name
02030 - 10 Project Number	$878,000 Remaining Balance 2002 Prior to this request	Water/Sewer Fund Fund

BUDGET REVIEW: __x__ Budgeted Item ____ Budget Adjustment Attached

Budget Manager 8/30/02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fastring 8/30/02
Accounting Manager Date

D. P. Whitaker 9/3/02
City Attorney Date

GRANTING AGENCY:

Nancy Smith 9/3/02
Internal Auditor Date

ADA Coordinator Date

P Ulico 9-4-02

Purchasing Officer Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Jim Beaver 08.28.02

Division Head Date

Cross Reference

Jay Bockelie 9-02-02

Department Director Date

New Item: Yes x No

Administrative Services Director Date

Prev Ord/Res #:

Mayor Date

Orig Contract Date:

Orig Contract No:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Engineering Division

To: Dan Coody, Mayor
City Council

Thru: Greg Boettcher, Public Works Director
Staff Review

From: Jim Beavers, City Engineer

Date: August 28, 2002

Re: City Council Meeting September 17, 2002
Engineering services contract with McClelland Engineers for phase one of the water main relocation and enhancement, North College from Maple Street to North Street.

Please find enclosed the proposed engineering contract with McClelland Engineers for phase one engineering services for the water main relocation and enhancement, North College from Maple Street to North Street.

The water main relocation and enhancement is a budgeted 2002 CIP project (re: CIP page 126). The existing 8 inch water main is located within North College and has experienced multiple leaks. The City (and AHTD) desires to relocate the water main out from under North College (AHTD Hwy 71B). The water main may also be increased in size (enhanced) to better reinforce the water distribution system.

The phase one contract as proposed will provide an engineering evaluation of alternative routes and relocation plans, enhancement plans, costs estimates and recommendations. Final design is not included in phase one.

Based upon a formal engineering selection process in accordance with State law and City policy, the firm of McClelland Engineers was selected for this water main project.

The proposed contract for phase one engineering evaluation is in the not-to-exceed amount of 28,894.00.

Enc:
1. Original contract.
2. Vicinity Map.

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

EVALUATION OF NORTH COLLEGE WATER MAIN RELOCATION
MAPLE STREET TO NORTH STREET

STATE OF ARKANSAS
COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____, 2002, by and between the City of Fayetteville, Arkansas, acting by and through its Mayor, and McClelland Consulting Engineers, Inc., with offices located in Fayetteville, Arkansas.

WITNESSETH THAT:

WHEREAS, the City of Fayetteville requires engineering services to evaluate the relocation/enhancement of the existing water main in North College Avenue between Maple Street and North Street; and

WHEREAS, the City of Fayetteville requires an evaluation of alternative relocation plans, enhancement plans, related cost estimates and recommendations; and

WHEREAS, the City of Fayetteville has selected McClelland Consulting Engineers, Inc. to provide the required engineering services;

NOW THEREFORE, it is considered to be in the best public interest for the City of Fayetteville to obtain assistance of McClelland Consulting Engineers in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION 1.0 EMPLOYMENT OF McCLELLAND CONSULTING ENGINEERS

The City of Fayetteville agrees to employ McClelland Consulting Engineers, Inc. to perform, and McClelland Consulting Engineers agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the City of Fayetteville agrees to pay and McClelland Consulting Engineers agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished.

SECTION 2.0 DESCRIPTION OF THE PROJECT

The project shall consist of an engineering evaluation of alternative relocation plans, enhancement plans, related cost estimates and recommendations for the existing water main in North College Avenue between the Maple Street and North Street intersections. The evaluation

shall consider alternative routes for the relocated main, alternative methods for providing fire protection to the project area, alternative methods for restoring water service to water users along the project area, and alternative main capacities. The impact of the various alternatives on neighborhood streets, on Highway 71 Business (North College Avenue) and on private properties/easements, including damage to trees, shrubs and private improvements shall be considered, as well as the estimated construction costs of alternative improvements.

The project may also consist of final surveying, design, bid services and construction management at the discretion of the City of Fayetteville. If the City of Fayetteville wishes to have those aspects included in the project, an amendment to this Agreement will be negotiated.

SECTION 3.0 SERVICES TO BE FURNISHED BY McCLELLAND CONSULTING ENGINEERS

3.1 McClelland Consulting Engineers shall provide at their own expense a suitable engineering staff to perform the necessary studies and evaluations and to report their findings and recommendations to the City of Fayetteville.

3.2 The report shall include cost estimates and a summary of the impact on private property as well as public property of at least three alternative relocation routes. These alternative relocation routes shall be reviewed with representatives of the City of Fayetteville prior to finalizing the cost estimates and report. Alternative pipe sizes (8-inch and 12-inch) for the enhancement work shall be considered for the alternative routes.

3.3 McClelland Consulting Engineers, Inc. will deliver copies of a bound report with appendices and supplemental materials which shall include maps of the existing and alternative pipeline routes and enhancements considered. The report shall include cost estimates and a summary of non-economic impacts. Upon authorization by the City of Fayetteville, the report, or parts thereof, will be submitted to the Arkansas Highway and Transportation Department for input on the Department's concerns about proposed work in Highway 71 Business.

SECTION 4.0 INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY OF FAYETTEVILLE

4.1 In connection with the project, the City of Fayetteville's responsibilities shall include, but not be limited to, the following:

4.1.1 Giving thorough consideration to all documents presented by McClelland Consulting Engineers and informing McClelland Consulting Engineers of all decisions within a reasonable time so as not to delay the work of McClelland Consulting Engineers.

4.1.2 Making provision for the employees of McClelland Consulting Engineers to enter public and private lands as required for McClelland Consulting Engineers to perform necessary surveys and investigations.

4.1.3 Furnishing McClelland Consulting Engineers such plans and record of construction and operation of existing facilities (including meter sizes), or copies of same, bearing on the proposed work as may be in the possession of the City of Fayetteville. Such documents or data will be returned upon completion of the work or at the request of the City of Fayetteville.

4.1.4 Furnishing to McClelland Consulting Engineers, Inc., without cost, in digital AutoCad file format, the following:

- The City's water map showing all current water lines in the project vicinity.
- Water atlas sheets with contour information in a separate digital file for the project vicinity.

4.1.5 Furnishing a paper copy of a map showing all closed valves in the project vicinity which delineate the various pressure planes in the project vicinity.

4.1.6 Furnishing the locations of commercial meters and the usage demands at these locations in the project vicinity.

4.1.7 Furnishing the location of all meters in the project vicinity that are served by the water main to be abandoned. This can be accomplished by marking the approximate locations of the meters on the water atlas sheets.

4.1.8 Giving prompt written notice to McClelland Consulting Engineers, Inc. whenever the City of Fayetteville observes or otherwise becomes aware of events which may substantially alter McClelland Consulting Engineers' performance under this Agreement.

SECTION 5.0 COORDINATION WITH THE CITY OF FAYETTEVILLE

McClelland Consulting Engineers, Inc. shall hold conferences throughout the course of the engineering design with representatives of the City of Fayetteville with the intent that the design, as perfected, shall have full benefit of the City of Fayetteville's knowledge and be consistent with the current policies and construction practices of the City of Fayetteville.

SECTION 6.0 OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at McClelland Consulting Engineers' or the City of Fayetteville's office, as appropriate to the task at hand.

SECTION 7.0 FINAL REPORT

McClelland Consulting Engineers, Inc. shall submit the following documents to the City of Fayetteville for review:

7.1. Four (4) copies of the draft engineering report.

7.2. Four (4) copies of the final engineering report.

SECTION 8.0 SUBCONTRACTING

Subcontracting by McClelland Consulting Engineers of any of the services provided herein shall require prior approval by the City of Fayetteville.

SECTION 9.0 TIME OF BEGINNING AND COMPLETION

McClelland Consulting Engineers shall begin work under this Agreement within ten (10) days of notice of proceed. It is anticipated that the time required to complete the preliminary studies, design and preparation of preliminary design report will be approximately four months and is contingent on timely receipt of data from the City of Fayetteville and other parties necessary to develop analysis and design parameters. The City of Fayetteville reserves the right to set priorities for analysis of urgent needs.

SECTION 10.0 FEES AND PAYMENTS

In consideration of the performance of the foregoing services, the City of Fayetteville shall compensate McClelland Consulting Engineers, Inc. as follows:

10.1 For engineering services set out under Section 3.0, payment shall be based on the actual time required to perform the work by the various classifications of employees at the hourly rates set out in Attachment 1, plus reimbursable expenses.

10.2 McClelland Consulting Engineers, Inc. agrees to keep an accurate record of the hours of the personnel working on the project. The schedule of Hourly Rates shown in Attachment 1 will be revised on October 1 of each calendar year.

10.3 McClelland Consulting Engineers, Inc. shall be reimbursed for expenses as hereinafter set out when the expense to be incurred is approved in advance by the City of Fayetteville's representative. Reimbursable expenses shall include: 1) travel costs, 2)

reproduction expenses, 3) other expenses directly attributable to the project, including any work performed by subcontractors. McClelland Consulting Engineers, Inc. shall charge the City of Fayetteville for reimbursable expenses at actual cost

The cost for reimbursable expenses under this section is estimated to be $350.00.

10.4 The estimated total compensation for the services set out under Section 3.0 is $28,894.00 including reimbursable expenses of $350.00. The basis of this cost estimate is shown in Attachment 2. This total compensation will not be exceeded without prior authorization from the City of Fayetteville. Subject to the City Council of the City of Fayetteville's prior approval, adjustment of this upper limit may be made should McClelland Consulting Engineers and the City of Fayetteville agree that there has been a significant change in scope, character or complexity of the services to be performed. It is understood and agreed that the total compensation cost ceiling does not cover unforeseen contingencies such as litigation or other events not normally expected.

10.5 The breakdown of costs between the various labor categories as given in Attachment 2 is a convenience and is not intended to set a maximum cost for any of the labor categories. Costs may be transferred from one labor category to another so long as the maximum cost as given above is not exceeded.

10.6 Billing shall be submitted monthly and shall include all costs accrued plus reimbursable expenses. The City of Fayetteville will make every effort to approve and pay such invoices within 30 days of the date of the invoice.

SECTION 11.0 CHANGES

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

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

11.3 Any claim by McClelland Consulting Engineers, Inc. for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by McClelland Consulting Engineers, Inc. of the notification of the change; provided, however, that the City of Fayetteville, if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION 14.0

MISCELLANEOUS PROVISIONS, (1) Dispute Resolution. However, nothing in this clause shall excuse McClelland Consulting Engineers, Inc. from proceeding with the contract as changed.

SECTION 12.0 OWNERSHIP OF DOCUMENTS

12.1 Engineering documents, including drawings, prepared by McClelland Consulting Engineers, Inc. as part of the services, shall become the property of the City of Fayetteville when McClelland Consulting Engineers, Inc. has been compensated for all services rendered, provided, however, that McClelland Consulting Engineers, Inc. shall have the unrestricted right to their use. McClelland Consulting Engineers, Inc. shall, however, retain its rights in its standard drawing details, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of McClelland Consulting Engineers, Inc.

12.2 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. McClelland Consulting Engineers, Inc. makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

SECTION 13.0 POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the City of Fayetteville will have the right to suspend or cancel the work at any time.

13.1 Postponement. Should the City of Fayetteville, for any reason whatsoever, decide to postpone the work at any time, the City of Fayetteville will notify McClelland Consulting Engineers, Inc., who will immediately suspend work. Should the City of Fayetteville decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

13.2 Cancellation. Should the City of Fayetteville, for any reason whatsoever, decide to cancel or to terminate the use of McClelland Consulting Engineers' service, the City of Fayetteville will give written notice thereof to McClelland Consulting Engineers, Inc., who will immediately terminate the work. It the City of Fayetteville so elects, McClelland Consulting Engineers, Inc. may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. McClelland Consulting Engineers, Inc. shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of McClelland Consulting Engineers' services, McClelland

Consulting Engineers shall be paid for the work completed to the time of termination and for reasonable termination expenses.

SECTION 14.0 MISCELLANEOUS PROVISIONS

14.1 Dispute Resolution. In an effort to resolve any conflicts that arise during the development of the Project or following the completion of the Project, the City of Fayetteville and McClelland Consulting Engineers, Inc. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The City of Fayetteville and McClelland Consulting Engineers, In. further agree to include a similar mediation provision in all agreements with independent contractors and consultants (if any) retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

14.2 Responsibility for Claims and Liability. McClelland Consulting Engineers, Inc. shall save harmless the City of Fayetteville from all claim and liability due to its (McClelland Consulting Engineers') negligent activities, or those subcontractors, its agents, or its employees during the time this contract is in force. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to their own fault.

14.3 General Compliance with Laws. McClelland Consulting Engineers, Inc. shall endeavor to comply with federal, state and local laws and ordinances applicable to the work. The project engineer shall be a professional engineer, licensed in the State of Arkansas.

14.4 Engineer's Endorsement. McClelland Consulting Engineers, Inc. shall endorse and recommend engineering data furnished by it. All work shall be checked in accordance with accepted engineering practices. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

14.5 Opinions of Cost and Schedule. McClelland Consulting Engineers, Inc. has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules. Therefore, McClelland Consulting Engineers' opinion of probable costs and of suggested project schedules shall be made on the basis of experience and qualifications as a professional engineer. McClelland Consulting Engineers, Inc. does not guarantee that proposals, bids, or actual project costs

will not vary from McClelland Consulting Engineers' cost estimates or that actual schedules will not vary from McClelland Consulting Engineers' projected schedules.

14.6 Waiver of Subrogation. The parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of the services. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the City of Fayetteville and shall protect the City of Fayetteville and McClelland Consulting Engineers, Inc. to the same extent.

14.7 No Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

14.8 Arkansas Freedom of Information Act. McClelland Consulting Engineers, Inc. agrees that it will provide to the City of Fayetteville, at a cost to be agreed upon, all documents in its possession that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to it, or, in anticipation of such a request, which it believes necessary for it to possess. McClelland Consulting Engineers, Inc. further agrees that it will request of all subconsultants, retained by McClelland Consulting Engineers, Inc. to perform services under this Agreement, to provide to the City of Fayetteville, at a cost to be agreed upon, all documents in the possession of such subconsultants that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to the City of Fayetteville, or, in anticipation of such a request, which it believes necessary for the City of Fayetteville to possess. McClelland Consulting Engineers, Inc. will produce all documents or material in the format that are kept by McClelland Consulting Engineers, Inc., or at the option of McClelland Consulting Engineers, Inc., in some other format. If a specialized format is requested by the City of Fayetteville, the cost of conversion, if that additional responsibility is accepted by McClelland Consulting Engineers, Inc., will be borne by the City of Fayetteville at the then-prevailing rates for the parties actually performing the conversion. McClelland Consulting Engineers, Inc. agrees to use due diligence to comply with all the requirements of the Arkansas Freedom of Information Act.

Nothing in this Agreement shall constitute an acceptance of McClelland Consulting Engineers, Inc. or it subconsultants to the application of the Arkansas Freedom of Information Act to McClelland Consulting Engineers, Inc. or its subconsultants or to McClelland Consulting Engineers' or subconsultant's books, records, drawings, or other items not constituting the property of the City of Fayetteville under this Agreement, nor a

waiver of its rights to object to any requests made to it pursuant to the Arkansas Freedom of Information Act by any person or entity not a party to this Agreements.

SECTION 15.0 SUCCESSORS AND ASSIGNS

The City of Fayetteville and McClelland Consulting Engineers, Inc. each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the City of Fayetteville nor McClelland Consulting Engineers, Inc. shall assign, sublet or transfer its interest in this Agreement without written consent of the other, except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION 16.0 COVENANT AGAINST CONTINGENT FEES

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

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

SECTION 17.0 INSURANCE

McClelland Consulting Engineers, Inc. agrees to maintain standard insurance policies through the life of this Agreement, including Workers' Compensation in accordance with the statutory requirements of the State of Arkansas, comprehensive general liability, automobile liability, and professional liability with a limit of $1,000,000.00.

SECTION 18.0 STANDARD OF CARE

Services provided by McClelland Consulting Engineers, Inc. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SECTION 19.0 LIST OF ATTACHMENTS

The following attachments are hereby made a part of this contract:

Attachment 1 – Billing Rates

Attachment 2 – Estimate of Engineering Costs

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST:

_____
Heather Woodruff, City Clerk

McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
John C. Quinn, President

ATTEST:

_____
Robert W. White, Vice-President

ATTACHMENT 1

BILLING RATES

CATEGORY	*HOURLY RATE
Principal Engineer/Project Manager	$105.00
Senior Project Engineer	$80.00
Junior Project Engineer	$55.00
Electrical Engineer	$80.00
Mechanical Engineer	$75.00
Structural Engineer	$80.00
Senior Engineering Technician	$57.00
Senior Construction Observer	$59.00
Junior Construction Observer	$38.00
Chief Draftsman	$59.00
Senior Draftsman	$49.00
Junior Draftsman	$34.00
Computer Technician	$55.00
Registered Land Surveyor	$60.00
Survey Crew (2-Man)	$95.00
Party Chief	$37.00
Soils Lab Supervisor	$52.00
Soils Lab Technician	$34.00
Water Lab Supervisor	$45.00
Water Lab Technician	$25.00
Clerk/Typist	$35.00
Mileage	$0.34

* Subject to adjustment annually, on/about October 1st.

ATTACHMENT 2
ESTIMATE OF ENGINEERING COSTS

EVALUATION OF NORTH STREET WATER MAIN RELOCATION/ENHANCMENT

Category	Estimated Hours	Rate	Estimated Cost
Principal Engineer	12	$105.00	$ 1,260.00
Project Manager	154	$105.00	$16,170.00
Senior Engineering Technician	24	$ 57.00	$ 1,368.00
Chief Draftsman	18	$ 59.00	$ 1,062.00
Senior Draftsman	32	$ 49.00	$ 1,568.00
Junior Draftsman	44	$ 34.00	$ 1,496.00
Computer Technician	36	$ 55.00	$ 1,980.00
Registered Land Surveyor	12	$ 60.00	$ 720.00
Survey Crew (2-Man)	16	$ 95.00	$ 1,520.00
Clerk/Typist	40	$ 35.00	$ 1,400.00
Estimated Total Labor			**$28,544.00**
Estimated Direct Expenses			**$ 350.00**
Estimated Total Not to be Exceeded			**$28,894.00**

Water Main Replac.
A. 4. Page 16

Project limits

Vicininty Map **North**
1"=2000'

Water Main Replac.
A. 4. Page 17

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:		Date: 9-03-02	
P.O. Number:		Expected Delivery Date: ASAP	
#: 7460	Vendor Name: McClelland Consulting Engineers	Mail: Yes No X	
s: PO Box 1229		FOB Point:	Taxable: Yes No
City: Fayetteville	State: AR	Zip: 72702	Ship To Code: 090
Requester: Jim Beavers		*Requester's Employee#: 327	Division Head Approval: Jim Beavers
			Extension: 208

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Engineering Services Contract for North College Water Main Replacement, North Street to Maple Street				$28,894.	5400-5600-5808.00	02030-10		
	SHIPPING/HANDLING								

Special Instructions: PLEASE RETURN PO TO ENGINEERING

Subtotal: $28,894.00

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Admin. Services Director:

Department Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

STAFF REVIEW FORM

__x__ AGENDA REQUEST
__x__ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc in the lump sum amount of $135,950.00.
2. Approval of a project budget contingency in the amount of $20,000.00.
3. Approval of a budget adjustment.

COST TO CITY:

$ 155,950	$0	Water Mains
Cost of this Request	Category/Project Budget 2002	Category/Project Name
5400-5600-5808.00	$0	Water/Sewer Impr
Account Number	Funds Used To Date 2002	Program Name
02129 - 10	$0	Water/Sewer Fund
Project Number	Remaining Balance 2002	Fund

BUDGET REVIEW: __*__ Budgeted Item __x__ Budget Adjustment Attached

Budget Manager 8/30/02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager 8/28/02
Date

City Attorney 8/30/02
Date

GRANTING AGENCY:

Internal Auditor 8/29/02
Date

ADA Coordinator
Date

Purchasing Officer — Date

Grant Coordinator — Date

STAFF RECOMMENDATION: Approval

Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — Date

Cross Reference

New Item: Yes x No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract No:

STAFF REVIEW FORM

Description Gregg Avenue water main relocations and improvements

Meeting Date September 17, 2002

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Engineering Division

To: Dan Coody, Mayor
City Council

Thru: Greg Boettcher, Public Works Director
Staff Review

From: Jim Beavers, City Engineer

Date: August 28, 2002

Re: City Council Meeting September 17, 2002
Gregg Avenue water main relocations and improvements.
Proposed engineering services contract with Garver, Inc.

Please find enclosed the proposed engineering contract with Garver Engineers LLC for the Gregg Avenue water main relocations and improvements.

Gregg Avenue north of Futrall Drive to Mud Creek is an existing City Street scheduled for widening by the Arkansas Highway and Transportation Department as a joint City and Federal-aid project for FY 2003. Based upon the AHTD schedule and current staff assignments, it is necessary to out-source the engineering for this water main project.

Gregg Avenue south of Futrall Drive to Township Street is State Highway 180 and is scheduled for future widening by the Arkansas Highway and Transportation Department.

As a result of these two widening projects it will be necessary to relocate segments of the existing 8 inch water main located adjacent to, and in, Gregg Avenue. The 6 inch segment located in the Johnson Road Subdivision near Van Asche (Wren, Nightingale, Redwing, Swallow) and parallel to Gregg Avenue will be replaced.

Based upon the 1996 Master Water Planning Study a larger water main is needed on Gregg Avenue to reinforce the system from the existing 36 inch water main near Van Asche south to the existing 24 inch water main at Sycamore. Therefore, this project will also increase the water main on Gregg Avenue from 8 inches diameter to 18 inches diameter south of the existing 36 inch water main.

The water main relocation and improvements for Gregg Avenue north of Futrall Drive to Van Asche/Mud Creek is funded in the 2003 CIP. Please refer to CIP page 127, the preliminary

estimated costs are $745,000.00. The cost estimate will be refined as a component of the design contract.

The water main relocations for Gregg Avenue south of Futrall to Sycamore are included in the unfunded section of the CIP. Please refer to CIP pages 163 and 164, the rough preliminary estimated costs are $2,538,000.00. The cost estimate will be refined as a component of the design contract.

The water main project and engineering contract include three sections segmented into two phases (north Gregg Avenue and south Gregg Avenue).

Phase one includes the design, bidding and construction management of:

a. Gregg Avenue north.

A new 12 inch water main north of the existing 36 inch water main to the existing 12 inch water main near Mud Creek. A new 18 inch water main south of the existing 36 inch water main to an area near I-540 and Futrall or Appleby.

b. Johnson Road Subdivison.

Relocation and replacement of approximately 700 feet of 6 inch water main located between residential properties and running east of and parallel to Gregg Avenue south of Van Asche Drive.

Phase two, Gregg Avenue south of Futrall/I-540, includes the design only of a new 18 inch water main continuing south of the new (phase 1 above) 18 inch water main at Futrall to the existing 24 inch water main located at Sycamore Street.

Bidding and construction management will be negotiated at a later date as the AHTD schedule is developed.

The proposed engineering contract is for the lump sum amount of $135,950.00.

The requested source of funding is to borrow from the 2002 CIP project, Mount Sequoyah Water/sewer relocations and refund from the 2003 Gregg Avenue water main relocations in 2003.

Enc:

1. Vicinity map.
2. Original contract.

Gregg Ave.
A. 5. Page 6

Vicinity Map

1"=2000'

North

36" main

Phase 1

Johnson Road Subdivision
6" main

Gregg Avenue
8" main

Phase 2

24" main

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

This is an agreement made as of _____, 20___, between the **City of Fayetteville** and **Garver Engineers LLC**.

The City of Fayetteville intends to make improvements to water lines and appurtenances along Gregg Avenue in Fayetteville, Arkansas between Futrall Street and the beginning of 4-lane street near Mud Creek (Phase 1), between Sycamore Street and Futrall Street (Phase 2), and in a residential subdivision north of I-540 on the east side of Gregg Avenue. Garver Engineers will provide professional engineering and surveying services to allow for these improvements. The City of Fayetteville and Garver Engineers in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by Garver Engineers and the payment for those services by the City of Fayetteville as set forth below.

SECTION 1 - EMPLOYMENT OF GARVER ENGINEERS

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

SECTION 2 - SCOPE OF SERVICES

2.1 General
Generally, the scope of services includes surveys, design, bidding services and construction support services for relocating water lines and appurtenances along Gregg Avenue to allow for planned street widening projects and for relocating a water line in a residential subdivision north of I-540 and east of Gregg Avenue. Completed designs will include connections to existing service lines, fire hydrants, and other applicable appurtenances. Garver Engineers will provide opinions of probable construction costs with the preliminary and final designs.

Phase 1. Phase 1 will include a new 12-inch water line from an existing 36-inch concrete water line near Wren Circle north to an existing 12-inch line near where the 4-lane pavement on Gregg Avenue starts near Mud Creek, and a new 18-inch line south from the existing 36-inch concrete water line to the area of Futrall Drive & I-540. This water line will be constructed in a 25-ft easement between the railroad and Gregg Avenue.

Johnson Road Subdivision
This portion of the project includes relocating approximately 700 feet of 6-inch water line, running between residential properties parallel to Gregg Avenue, serving Johnson Road Subdivision on the east side of Gregg Avenue north of I-540. The relocation may include a parallel line offset from its current

location or four connections (stubs) across Gregg Avenue from the new line provided in Phase 1.

Phase 2. Phase 2 will include a new 18-inch water line from an existing 24-inch line at Sycamore Street to the existing (newly constructed under Phase 1) 18-inch line at Futrall Drive. The route of this water line will be evaluated and determined during preliminary design, with priority given to the 25-ft easement between the railroad and Gregg Avenue, where practical.

2.2 Surveys

Garver Engineers will provide field survey data from field work for designing the project, and this survey will be tied to the City of Fayetteville's control network. These surveys will be utilized as a supplement to the City's aerial mapping. Property and right-of-way surveys are not included.

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

2.3 Geotechnical Services

Geotechnical Services are not included.

2.4 Coordination

Garver Engineers will provide the following coordination:

- Meetings and coordination with City Engineering Staff and Fayetteville Water and Sewer Department Staff for design direction, easement information, mapping, as-built information, knowledge of existing conditions, etc. All meetings with the City will be coordinated through the City Engineer.
- Coordination with AHTD to obtain Gregg Avenue Widening Plans and right-of-way and/or easement information.
- Coordination with utility companies for determining utility conflicts and estimated associated costs for relocation or avoidance of these utilities.

2.5 Preliminary Design

The Preliminary Design will include Preliminary Plans consisting of plan and profile sheets showing the proposed vertical and horizontal alignments of each water line (and indicating conflicts or other work incidental to the water line work), typical sections, and typical details. Early in the preliminary plan development process, Garver Engineers will meet with the City of Fayetteville to allow the City to review and approve the concept of the design. The preliminary design will be accomplished in accordance with the City of Fayetteville's Water and other related Standards. An opinion of probable construction cost will be provided with submittal of the Preliminary Design phase. Garver Engineers will not proceed with Final Design until the Preliminary Design is approved in writing by the City of Fayetteville.

2.6 Final Design

During the final design phase of the project, Garver Engineers will conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, opinion of probable construction cost, make final field inspection with City of Fayetteville,

make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and all other work required to advertise for bids. Unless the City of Fayetteville prefers and provides a specific construction contract, Garver Engineers will furnish an industry standard construction contract form for review by the City Attorney. The City of Fayetteville will furnish standard technical specifications for water line construction for incorporation into the construction contract documents.

2.7 Property Acquisition Documents

Property Acquisition Documentation is not included.

2.8 Bidding Services

Bidding Services will only be provided for Phase 1 and the Johnson Road Subdivision for one set of construction contract documents.

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

2.9 Construction Support Services

Construction Support Services will only be provided for Phase 1 and the Johnson Road Subdivision for both projects under construction at the same time.

During the construction phase of work, Garver Engineers will accomplish the following:

1. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.
2. Attend progress/coordination meetings with the City of Fayetteville/Contractor.
3. Attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Evaluate and respond to construction material submittals and shop drawings.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide part-time resident construction observation services for the 75-calendar-day construction contract performance time for Phase 1 and the 45-day construction contract performance time for Johnson Road Subdivision. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the construction contract performance time, with time being shared between both projects under construction at the same time. If the construction time extends beyond the time established in this agreement or if the City of Fayetteville wishes to increase the time or frequency of the observation, the City of Fayetteville will pay Garver Engineers an additional fee agreed to in writing by the City of Fayetteville and Garver Engineers.
8. When authorized by the City of Fayetteville, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City of Fayetteville will pay Garver Engineers an additional fee to be agreed to in writing by the City of Fayetteville and Garver Engineers.

Construction observation services will be provided by Garver Engineer's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the City of Fayetteville during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the City of Fayetteville.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit including date and weather conditions, names of important visitors, construction work in progress and location, size of Contractor's work force and equipment in use, number of hours worked by Contractor's forces, and substance of important conversations with the Contractor.

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

2.10 Extra Work

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

1. Design of any utilities or other improvements other than water lines and appurtenances as described herein.
2. Wetlands identification or mitigation plans or other work related to environmentally or historically signifcant items.

2.11 Deliverables

The following items will be delivered to the City, or others as stated, under this agreement:

1. Five sets of Preliminary Plans with Opinion of Probable Construction Cost.
2. Five sets of Final Plans, Specifications, and Contract Documents with Opinion of Probable Construction Cost.
3. One set of Preliminary and Final Plans to each potentially affected utility company.
4. Copies of correspondence, calculations, etc. as requested by the City of Fayetteville.
5. Electronic copies of surveys and drawings as requested by the City of Fayetteville.
6. Three sets of Plans, Specifications, and Contract Documents for the Contractor.
7. Record drawings for Phase 1 and Johnson Road Subdivision.

2.12 Schedule

Garver Engineers will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work within the following schedule.

Preliminary Plans	60 days from NTP
Final Plans (Phase 1/Johnson Road Subdivision)	30 days from approval of Preliminary Plans
Final Plans (Phase 2)	90 days from approval of Preliminary Plans

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except as may be modified for additional services required), the City of Fayetteville will pay Garver Engineers the lump sum amount of **$135,950**. Payment will be made on a monthly basis, based upon statements submitted by Garver Engineers to the Owner indicating the estimated proportion of the amount of work accomplished. A detailed breakdown of the fee is included in attached Appendix A.

Garver Engineers may submit an amendment, to be considered by the City of Fayetteville Mayor and/or the City Council, for an increase in any unused portion of the fee if the work is delayed by factors beyond the Engineer's control. If accepted, the unused portion of the fee will be increased 6% annually with the first increase effective September 1, 2003. However, the total compensation stated herein (above) shall not be exceeded without prior written authorization from the City of Fayetteville Mayor and/or the City Council.

SECTION 4 - CITY OF FAYETTEVILLE'S RESPONSIBILITIES

In connection with the project, the City of Fayetteville's responsibilities will include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by Garver Engineers and informing Garver Engineers of all decisions within a reasonable time so as not to delay the work of Garver Engineers.

2. Making provision for the employees of Garver Engineers to enter public and private lands as required for Garver Engineers to perform necessary preliminary investigations.

3. Furnishing Garver Engineers with available as-built plans, aerial mapping, right-of-way and easement documents, etc.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

The City of Fayetteville is granted ownership of the printed hard copy drawings and specifications and the electronic media but agrees they will only be used in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification,

extension, or expansion of this Project or on any other project, unless under the direction of Garver Engineers, will be without liability to Garver Engineers and Garver Engineers's consultants.

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

5.2 Opinions of Cost

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

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

5.3 Covenant Against Contingent Fees

Garver Engineers warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for Garver Engineers to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Garver Engineers, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City of Fayetteville will have the right to annul this contract without liability.

5.4 Claims and Liability

Garver Engineers will save harmless the City of Fayetteville from all claim and liability due to its (Garver Engineers's) activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

5.4 Compliance with Laws

Garver Engineers will comply with all federal, state and local laws and ordinances applicable to the work. Garver Engineers will be a professional engineer, licensed in the State of Arkansas.

5.5 Engineer's Endorsement

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

5.6 Changes

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

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

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

5.7 Arkansas Freedom of Information Act

Garver Engineers agrees that it will provide to the City of Fayetteville, at a cost to be agreed upon, all documents in its possession that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to it, or, in anticipation of such a request, which it believes necessary for it to possess. Garver Engineers further agrees that it will request of all subconsultants, retained by Garver Engineers to perform services under this Agreement, to provide to the City of Fayetteville, at a cost to be agreed upon, all documents in the possession of such subconsultants that are, under this Agreement, the property of the City of Fayetteville and which the City of Fayetteville believes to be subject to an Arkansas Freedom of Information Act request made to the City of Fayetteville, or, in anticipation of such a request, which it believes necessary for the City of Fayetteville to possess. Garver Engineers will produce all documents or material in the format that are kept by Garver Engineers, or at the option of Garver Engineers, in some other format. If a specialized format is requested by the City of Fayetteville, the cost of conversion, if that additional responsibility is accepted by Garver Engineers, will be borne by the City of Fayetteville at the then prevailing rates for the parties actually performing the conversion. Such increase in contract price shall require a formal amendment approved by the City of Fayetteville Mayor and/or the City Council. Garver Engineers agrees to use due diligence to comply with all the requirements of the Freedom of Information Act.

SECTION 6 - CONTROL OF SERVICES

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

Should the City of Fayetteville, for any reason whatsoever, decide to postpone the work at any time, the City of Fayetteville will notify Garver Engineers, who will immediately suspend work. Should the City of Fayetteville decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work will be cancelled as hereinafter provided.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the City of Fayetteville. If this Agreement is so terminated, Garver Engineers will be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION III - PAYMENT; however, Garver Engineers may be required to furnish an accounting of all costs.

Should the City of Fayetteville, for any reason whatsoever, decide to cancel or to terminate the use of Garver Engineers's service, the City of Fayetteville will give written notice thereof to Garver Engineers who will immediately terminate the work. If the City of Fayetteville so elects, Garver Engineers may be instructed to bring a reasonable stage of completion to those items, whose value would otherwise be lost. Garver Engineers will turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete.

SECTION 7 - SUCCESSORS AND ASSIGNS

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

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the City of Fayetteville, in four (4) counterparts, each of equal force, on the day and year first above written.

SIGN HERE

CITY OF FAYETTEVILLE

By: _____

Title: _____ ATTEST: _____

GARVER ENGINEERS LLC

By: _____ ATTEST: _____

Brock Hoskins, P.E.
Vice President

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION

PHASE 1 - FUTRALL TO MUD CREEK	
Preliminary Design (including surveys)	$17,100
Final Design	$13,700
Bidding Services	$3,700
Construction Support Services	$17,550
	$52,050
JOHNSON ROAD SUBDIVISION	
Preliminary Design (including surveys)	$9,170
Final Design	$6,280
Bidding Services	$1,620
Construction Support Services	$7,430
	$24,500
PHASE 2 - SYCAMORE TO FUTRALL	
Preliminary Design (including surveys)	$36,020
Final Design	$23,380
Bidding Services	not included
Construction Support Services	not included
	$59,400
TOTAL LUMP SUM FEE	$135,950

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 1 - FUTRALL TO MUD CREEK

Preliminary Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech./ Draftsman $62.00 hr	Tech. / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $69.00 hr	Const Engineer $60.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Horizontal and Vertical Control Surveys							2						6				
Strip Topographical Surveys							4				2		30				
Survey Data Processing/DTM Preparation							24				8						
Field Investigation			3		4												
Meetings/Coordination with City		2	5		5		2				8						
Coordination with AHTD			1	2							4						
Coordination with Utility Companies			3		3		1				6						
Plan & Profile Sheets - 12" & 16" Main			12			16					22						
Typical Sections/Details			4								8						
Quantities/Opinion of Probable Construction Costs			4			8											
QC Review		4		6										2			
Subtotal - Civil Engineering	0	6	32	8	12	24	33	0	0	0	68	0	36	2	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	6	32	8	12	24	33	0	0	0	58	0	36	2	0	0	0
Salary Costs	$0.00	$630.00	$2,880.00	$656.00	$924.00	$1,488.00	$2,310.00	$0.00	$0.00	$0.00	$3,132.00	$0.00	$4,500.00	$138.00	$0.00	$0.00	$0.00

			$16,658
SUBTOTAL - HOURLY COSTS			$16,658.00
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing	$237.00		
Survey Equipment Use/Supplies	$30.00		
Modeling/Design Software Use	$100.00		
GPS Equipment	$0.00		
Travel Costs	$75.00		$442.00
Subtotal			$17,100.00
SUBCONSULTANTS			$0.00
TOTAL NOT TO EXCEED COST:			$17,100.00

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 1 - FUTRALL TO MUD CREEK

Final Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 /hr	Project Manager $105.00 /hr	Senior Project Engineer $90.00 /hr	Project Engineer $82.00 /hr	Senior Design Engineer $77.00 /hr	Design Engineer $82.00 /hr	Project Surveyor $70.00 /hr	Survey Coord $60.00 /hr	Environmental Scientist $73.00 /hr	Senior Tech / Draftsman $82.00 /hr	Tech / Draftsman $54.00 /hr	Clerical $38.00 /hr	Survey Crew $125.00 /hr	Senior Constr Engineer $88.00 /hr	Constr Engineer $80.00 /hr	Senior Constr Observer $86.00 /hr	Constr Observer $60.00 /hr
1. Civil Engineering/Surveying																	
Revisions from Preliminary Plans			4		4						8						
Meetings/Coordination with City		2	3		3												
Coordination with Utility Companies			2		2						4						
Plan & Profile Sheets - 12" & 16" Main			16			22					32						
Typical Sections/Details			4		4						12						
Final Walkthrough with City/Revisions			2		2						8						
Specifications and Contract Documents		4	8	8	4							6					
Quantities/Opinion of Probable Construction Costs			4			8					4						
QC Review		4		6										2			
Subtotal - Civil Engineering	0	10	43	14	19	30	0	0	0	0	64	6	0	2	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	10	43	14	19	30	0	0	0	0	64	6	0	2	0	0	0
Salary Costs	$0.00	$1,050.00	$3,870.00	$1,148.00	$1,463.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$3,564.00	$228.00	$0.00	$138.00	$0.00	$0.00	$0.00	$13,32

SUBTOTAL - HOURLY COSTS		$13,321.00
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$254.00	
Survey Equipment Use/Supplies	$0.00	
Modeling/Design Software Use	$100.00	
GPS Equipment	$0.00	
Travel Costs	$25.00	$379.00
Subtotal		$13,700.00
SUBCONSULTANTS		$0.00
TOTAL NOT TO EXCEED COST:		$13,700.00

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 1 - FUTRALL TO MUD CREEK

Bidding Services

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech./ Draftsman $62.00 hr	Tech. / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $69.00 hr	Const Engineer $60.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Dispense plans and specs to prospective bidders			2									8					
Addendums/Inquiries		1	6		4												
Pre-Bid Meeting		1	2		2												
Bid Opening			1		2												
Prepare bid tabulation			1			3											
Evaluate bids and recommend award			2														
Prepare construction contracts		1	4									8					
Notice to Proceed			1														
Subtotal - Civil Engineering	0	3	19	0	8	3	0	0	0	0	0	16	0	0	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	3	19	0	8	3	0	0	0	0	0	16	0	0	0	0	0
Salary Costs	$0.00	$315.00	$1,710.00	$0.00	$616.00	$186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$608.00	$0.00	$0.00	$0.00	$0.00	$0.00

$3,435.

SUBTOTAL - HOURLY COSTS		$3,435.00
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$250.00	
Survey Equipment Use/Supplies	$0.00	
Modeling/Design Software Use	$0.00	
GPS Equipment	$0.00	
Travel Costs	$15.00	$265.00
Subtotal		$3,700.00
SUBCONSULTANTS		$0.00
TOTAL NOT TO EXCEED COST:		$3,700.00

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 1 - FUTRALL TO MUD CREEK

Construction Support Services

WORK TASK DESCRIPTION	Senior Project Manager $130.00 /hr	Project Manager $105.00 /hr	Senior Project Engineer $90.00 /hr	Project Engineer $82.00 /hr	Senior Design Engineer $77.00 /hr	Design Engineer $62.00 /hr	Project Surveyor $70.00 /hr	Survey Coord $60.00 /hr	Environmental Scientist $73.00 /hr	Senior Tech / Draftsman $62.00 /hr	Tech / Draftsman $54.00 /hr	Clerical $38.00 /hr	Survey Crew $125.00 /hr	Senior Constr Engineer $89.00 /hr	Constr Engineer $60.00 /hr	Senior Constr Observer $66.00 /hr	Constr Observer $60.00 /hr
1. Civil Engineering/Surveying																	
Preconstruction Meeting		1	2	2										2			
Utility Coordination Meeting			2	2										2			
Progress Meetings with Contractor/City		2	2	2										2			
Monthly Pay Requests														12			
Shop Drawings/Material Submittals			4	4										2			
Record Drawings			8								8			8			
On-Site Meetings		2	4	4													
Resident Construction Observation														150			
Prepare Change Orders		1	2								2						
Final Walkthrough/Punchlist			3											4			
Subtotal - Civil Engineering	0	6	25	14	0	0	0	0	0	0	10	0	0	182	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4 Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	6	25	14	0	0	0	0	0	0	10	0	0	182	0	0	0
Salary Costs	$0.00	$630.00	$2,250.00	$1,148.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$540.00	$0.00	$0.00	$12,558.00	$0.00	$0.00	$0.00

			$17,1
SUBTOTAL - HOURLY COSTS		$17,126.00	
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing	$234.00		
Survey Equipment Use/Supplies	$0.00		
Modeling/Design Software Use	$0.00		
GPS Equipment	$0.00		
Travel Costs	$190.00	$424.00	
Subtotal		$17,550.00	
SUBCONSULTANTS		$0.00	
TOTAL NOT TO EXCEED COST:		$17,550.00	

APPENDIX A

CITY OF FAYETTEVILLE

SUBDIVISION WATER LINE RELOCATION

Preliminary Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech./ Draftsman $62.00 hr	Tech. / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $89.00 hr	Const Engineer $60.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Route Determination			3														
Horizontal and Vertical Control Surveys							2										
Strip Topographical Surveys							2				1		6				
Survey Data Processing/DTM Preparation							12				4		12				
Field Investigation			2		2												
Meetings/Coordination with City		1	3		2	1	1				3						
Coordination with Utility Companies			3		3	1	1				2						
Plan & Profile Sheets			8			4					12						
Typical Sections/Details			2								3						
Quantities/Opinion of Probable Construction Costs			2			6											
QC Review		2		4										2			
Subtotal - Civil Engineering	0	3	23	4	7	12	18	0	0	0	25	0	18	2	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	3	23	4	7	12	18	0	0	0	25	0	18	2	0	0	0
Salary Costs	$0.00	$315.00	$2,070.00	$328.00	$539.00	$744.00	$1,260.00	$0.00	$0.00	$0.00	$1,350.00	$0.00	$2,250.00	$138.00	$0.00	$0.00	$0.00	$8,994

SUBTOTAL - HOURLY COSTS		$8,994.00
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$131.00	
Survey Equipment Use/Supplies	$10.00	
Modeling/Design Software Use	$0.00	
GPS Equipment	$0.00	
Travel Costs	$35.00	$176.00
Subtotal		$9,170.00
SUBCONSULTANTS		$0.00
TOTAL NOT TO EXCEED COST:		$9,170.00

APPENDIX A

CITY OF FAYETTEVILLE

SUBDIVISION WATER LINE RELOCATION

Final Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environmental Scientist $73.00 hr	Senior Tech / Draftsman $62.00 hr	Tech / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $69.00 hr	Constr Engineer $60.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Revisions from Preliminary Plans			2		2												
Meetings/Coordination with City		1	2		1						4						
Coordination with Utility Companies			1		1	1											
Plan & Profile Sheets			8			8					2						
Typical Sections/Details			2		2						14						
Final Walkthrough with City/Revisions			1		1						4						
Specifications and Contract Documents		1	4	3	2						3						
Quantities/Opinion of Probable Construction Costs			2			4						2					
QC Review		2		3							2						
														1			
Subtotal - Civil Engineering	0	4	22	6	9	13	0	0	0	0	29	2	0	1	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	4	22	6	9	13	0	0	0	0	29	2	0	1	0	0	0
Salary Costs	$0.00	$420.00	$1,980.00	$492.00	$693.00	$806.00	$0.00	$0.00	$0.00	$0.00	$1,566.00	$76.00	$0.00	$69.00	$0.00	$0.00	$0.00

SUBTOTAL - HOURLY COSTS		$6,102.00
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$106.00	
Survey Equipment Use/Supplies	$0.00	
Modeling/Design Software Use	$50.00	
GPS Equipment	$0.00	
Travel Costs	$22.00	$178.00
Subtotal		$6,280.00
SUBCONSULTANTS		$0.00
TOTAL NOT TO EXCEED COST:		$6,280.00

APPENDIX A

CITY OF FAYETTEVILLE

SUBDIVISION WATER LINE RELOCATION

Bidding Services

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech./ Draftsman $62.00 hr	Tech. / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $89.00 hr	Const Engineer $80.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Dispense plans and specs to prospective bidders			1									4					
Addendums/Inquiries		1	3		2												
Pre-Bid Meeting																	
Bid Opening																	
Prepare bid tabulation			1			2											
Evaluate bids and recommend award			1														
Prepare construction contracts		1	2									4					
Notice to Proceed																	
Subtotal - Civil Engineering	0	2	8	0	2	2	0	0	0	0	0	8	0	0	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	2	8	0	2	2	0	0	0	0	0	8	0	0	0	0	0
Salary Costs	$0.00	$210.00	$720.00	$0.00	$154.00	$124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$304.00	$0.00	$0.00	$0.00	$0.00	$0.00

			$1,512.00
SUBTOTAL - HOURLY COSTS			
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing		$98.00	
Survey Equipment Use/Supplies		$0.00	
Modeling/Design Software Use		$0.00	
GPS Equipment		$0.00	
Travel Costs		$10.00	$108.00
Subtotal			$1,620.00
SUBCONSULTANTS			$0.00
TOTAL NOT TO EXCEED COST:			$1,620.00

APPENDIX A

CITY OF FAYETTEVILLE

SUBDIVISION WATER LINE RELOCATION

Construction Support Services

WORK TASK DESCRIPTION	Senior Project Manager $130.00 /hr	Project Manager $105.00 /hr	Senior Project Engineer $90.00 /hr	Project Engineer $82.00 /hr	Senior Design Engineer $77.00 /hr	Design Engineer $62.00 /hr	Project Surveyor $70.00 /hr	Survey Coord $60.00 /hr	Environmental Scientist $73.00 /hr	Senior Tech / Draftsman $62.00 /hr	Tech / Draftsman $54.00 /hr	Clerical $38.00 /hr	Survey Crew $125.00 /hr	Senior Constr Engineer $69.00 /hr	Constr Engineer $60.00 /hr	Senior Constr Observer $66.00 /hr	Constr Observer $60.00 /hr
1. Civil Engineering/Surveying																	
Preconstruction Meeting				1										1			
Utility Coordination Meeting				1										1			
Progress Meetings with Contractor/City		1		1										1			
Monthly Pay Requests														8			
Shop Drawings/Material Submittals			2	2										1			
Record Drawings			2								4			4			
On-Site Meetings			2	2													
Resident Construction Observation														65			
Prepare Change Orders			1								1						
Final Walkthrough/Punchlist			1											2			
Subtotal - Civil Engineering	0	1	8	7	0	0	0	0	0	0	5	0	0	81	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	1	8	7	0	0	0	0	0	0	5	0	0	81	0	0	0
Salary Costs	$0.00	$105.00	$720.00	$574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$270.00	$0.00	$0.00	$5,589.00	$0.00	$0.00	$0.00

			$7,258.00
SUBTOTAL - HOURLY COSTS			$7,258.00
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing		$100.00	
Survey Equipment Use/Supplies		$0.00	
Modeling/Design Software Use		$0.00	
GPS Equipment		$0.00	
Travel Costs		$72.00	$172.00
Subtotal			$7,430.00
SUBCONSULTANTS			$0.00
TOTAL NOT TO EXCEED COST:			$7,430.00

Gregg Ave.
A. 5. Page 23

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 2 - SYCAMORE TO FUTRALL

Preliminary Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech./ Draftsman $62.00 hr	Tech. / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Constr Engineer $89.00 hr	Const Engineer $80.00 hr	Senior Constr Observer $66.00 hr	Constr Observer $60.00 hr
1. Civil Engineering/Surveying																	
Route Study/Selection		2	14		12						6						
Horizontal and Vertical Control Surveys							2						8				
Strip Topographical Surveys							12				6		80				
Survey Data Processing/DTM Preparation							60				12						
Field Investigation			5		8												
Meetings/Coordination with City		4	9		8	3	4				12						
Coordination with AHTD			1	2							6						
Coordination with Utility Companies			6		6	2	1				10						
Plan & Profile Sheets - 18" Main			20			24					44						
Typical Sections/Details			4								8						
Quantities/Opinion of Probable Construction Costs			5			12											
QC Review		6		10										4			
Subtotal - Civil Engineering	0	12	64	12	34	41	79	0	0	0	106	0	88	4	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	12	64	12	34	41	79	0	0	0	106	0	88	4	0	0	0
Salary Costs	$0.00	$1,260.00	$5,760.00	$984.00	$2,618.00	$2,542.00	$5,530.00	$0.00	$0.00	$0.00	$5,724.00	$0.00	$10,750.00	$276.00	$0.00	$0.00	$0.00

			$35,444.00
SUBTOTAL - HOURLY COSTS			**$35,444.00**
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing		$300.00	
Survey Equipment Use/Supplies		$80.00	
Modeling/Design Software Use		$100.00	
GPS Equipment		$0.00	
Travel Costs		$96.00	$576.00
Subtotal			**$36,020.00**
SUBCONSULTANTS			**$0.00**
TOTAL NOT TO EXCEED COST:			**$36,020.00**

APPENDIX A

CITY OF FAYETTEVILLE
GREGG AVENUE WATER LINE RELOCATION
PHASE 2 - SYCAMORE TO FUTRALL

Final Design

WORK TASK DESCRIPTION	Senior Project Manager $130.00 hr	Project Manager $105.00 hr	Senior Project Engineer $90.00 hr	Project Engineer $82.00 hr	Senior Design Engineer $77.00 hr	Design Engineer $62.00 hr	Project Surveyor $70.00 hr	Survey Coord $60.00 hr	Environ-mental Scientist $73.00 hr	Senior Tech / Draftsman $62.00 hr	Tech / Draftsman $54.00 hr	Clerical $38.00 hr	Survey Crew $125.00 hr	Senior Const Engineer $88.00 hr	Const Engineer $80.00 hr	Senior Const Observer $66.00 hr	Const Observer $60.00 hr	
1. Civil Engineering/Surveying																		
Revisions from Preliminary Plans			8		6						14							
Meetings/Coordination with City		3	9		5													
Coordination with Utility Companies			3		4	4					8							
Plan & Profile Sheets - 12" & 16" Main			32			36					84							
Typical Sections/Details			8		8						16							
Final Walkthrough with City/Revisions			3		3						8							
Specifications and Contract Documents		4	12	8	8							8						
Quantities/Opinion of Probable Construction Costs			8			14					8							
QC Review		8		8										4				
Subtotal - Civil Engineering	0	15	79	16	34	64	0	0	0	0	118	8	0	4	0	0	0	
2. Structural Engineering																		
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hours	0	15	79	16	34	64	0	0	0	0	118	8	0	4	0	0	0	
Salary Costs	$0.00	$1,575.00	$7,110.00	$1,312.00	$2,618.00	$3,968.00	$0.00	$0.00	$0.00	$0.00	$6,372.00	$228.00	$0.00	$376.00	$0.00	$0.00	$0.00	$22,839.00

SUBTOTAL - HOURLY COSTS		$22,839.00
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$400.00	
Survey Equipment Use/Supplies	$0.00	
Modeling/Design Software Use	$100.00	
GPS Equipment	$0.00	
Travel Costs	$41.00	$541.00
Subtotal		$23,380.00
SUBCONSULTANTS		$0.00
TOTAL NOT TO EXCEED COST:		$23,380.00

Gregg Ave.
A. 5. Page 26

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2002	Division:	Water & Sewer Maintenance	08/28/2002	
	Program:	Capital Water Mains		

Project or Item Requested:

$155,950 is requested in Water & Sewer Fund to fund an engineering contract for the Gregg Avenue waterline replacement/ improvement project.

Project or Item Deleted:

Funding proposed for this adjustment is from the Mt. Sequoyah Water/Sewer Improvements Project.

Justification of this Increase:

The item is requested is to provide engineering services for the needed water/sewer line replacement/upgrade for Gregg Avenue.

Justification of this Decrease:

The Mt. Sequoyah project will have approximately $1.5 million remaining after this adjustment.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Waterline Improvements	155,950	5400	5600		5808	00	02129	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Waterline Improvements	155,950	5400	5600		5808	00	01023	1

Approval Signatures

Requested By	Date
Budget Manager	8-30-02 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 _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\BUD_ADJ\BA_2002\GREGG_WL.WK4

STAFF REVIEW FORM

Police Grant
A. 6. Page 1

X AGENDA REQUEST
____ CONTRACT REVIEW
X GRANT REVIEW

for the Fayetteville City Council meeting of September 17,2002

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: **Accept the award of the Bulletproof Vests Partnership Grant for 50% of cost of vests up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.**

COST TO CITY:

$28,701.53	$269,357.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-2940-5302.00	$184,048.00	Charges & Services
Account Number	Funds Used To Date	Program Name
	$85,309.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager 8/30/02 — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fairbairn — Accounting Manager — 8/30/02 Date
D. J. White — City Attorney — 8/30/02 Date
Purchasing Officer — Date
ADA Coordinator — Date
8-30-02 Date Grants Coordinator — Date

GRANTING AGENCY:

Nancy Smith — Internal Auditor — 8/30/02 Date

STAFF RECOMMENDATION: **Accept Bulletproof grant and award Cruse Uniforms the bid to purchase vests.**

Division Head — Date
Rick Hoyt — 8-30-02 Date
Department Director
Administrative Services Director — 9/3/02 Date
Mayor — 9/3/02 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

EVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and the City Council

FROM: Rick Hoyt, Chief of Police

DATE: August 30, 2002

SUBJECT: Accept Bulletproof Partnership Grant and award bid

The City of Fayetteville Police Department was awarded a Bulletproof Vests Partnership grant in the amount of $48,925.00. The police department would match up to the $48,925.00 over the next four years to replace vests as their effectiveness warranty expires. The matching funds for this grant are included in our current budget and will be requested in the annual budget for the future.

The low bidder was Cruse Uniform located in Little Rock, Arkansas. The bid included a price for purchasing from 31 up to 104 vests. These quantities will allow the Department to replace 33 vests whose warranty expires by the end of 2002 and purchase new vests for all new officers hired this year.

Thank you for your consideration of this project and please give me a call if you have any questions.

BID #02-46
DATE: 08/22/02
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: SOFT BODY ARMOR

BIDDER	ITEM A
BELSCO INC	$899.95
CRUSE UNIFORMS & EQUIP	$760.00 extra outer garmet at $65.00 ea

Certified by P Vice
P Vice Purch Mgr

R Williams 8/22/02
Witness Date

Application Check-Up

To help ensure your success in applying for funds, we will routinely provide you with important information about your progress in completing the application and receiving payments. This "Application Check-Up" page will alert you to any pending actions that must be completed prior to program deadlines. It will also provide you with payment(s) status for tracking your requests for approved funds. All years of the program in which you have participated are listed below.

- **Red X's** indicate your attention is needed. Click on the Application Number Link to access your handbook and complete the required step. Once in your Electronic Handbook, the menu selection you need will be highlighted.

- **Green OK's** indicate successful submission of an application in either the current or previous years. Using the Application Number Link will highlight the correct menu item to review a previous year's application.

- You may also access your Electronic Handbook Menu by clicking Here.

To display a particular year, choose from the following list: Year All

Applications

Year	Application Number	Status
2002	02011940	Approved by BVP May 21 2002

Continue to Your Handbook

Payments

No Payments Found
You must first submit receipts before requesting payment

Receipts

No Receipts Found
You are now eligible to submit Receipts
Return to BVP Homepage (LOGOUT)

If you are having difficulty viewing this page with assistive technology, please contact the BVP Help Desk.

Vests Receipt Form

Police Grant
A. 6. Page

Total Approved Amount (All Years):	48925.00
Total Payment Made to Date:	0.00
Total Payment on Hold:	0.00
Total Unpaid Requests to Date:	0.00
Amount Available for Additional Requests:	48925.00

SEPTEMBER 10, 2002

AGENDA SESSION
CITY COUNCIL
SEPTEMBER 17, 2002

PRESENTATION

OZARK REGIONAL TRANSIT: Report from Ozark Regional Transit: Progress on Service Expansion.

ADDITIONAL INFORMATION:

CONSENT

1. **TASK ORDER #13:** A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

NEW ITEM:

1. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

NEW BUSINESS

C. 6 **OLD MISSOURI:** Remove Bill J. and Carol S. Ethridge part of Parcel No. 765-15696-001.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

WASTEWATER IMPROVEMENT PROJECT: Report by Jerry Sonderegger, Burns and McDonnell, presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

A. CONSENT

1. APPROVAL OF THE MINUTES

2. TRAFFIC STUDY: A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment.

3. RODGERS WATER TANK: A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.

4. WATER MAIN REPLACEMENT: A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.

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

5. **GREGG AVE.:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.

6. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

7. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

B. OLD BUSINESS

1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting.

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the September 3, 2002 meeting.

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to RMF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

C. NEW BUSINESS

1. **SOCCER CLUB PROPOSAL:** A proposal from the Arkansas Comet Soccer Club regarding a soccer complex at the Wilson Springs Park.

2. **VA 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.

3. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

4. **SETBACK LINES:** An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.

5. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

6. **OLD MISSOURI RD IMPROVEMENTS:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Old Missouri Road in the City of Fayetteville by the power of eminent domain, in association with the required right of way and easement for the Old Missouri Road Improvements. Such properties are owned by JTK Trust and Bill J. and Carol S. Ethridge.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Jill Goddard (Name) | Engineering (Division) | Public Works (Department)

ACTION REQUIRED: Passage of an ordinance authorizing the City Attorney to seek possession of certain lands located along Old Missouri Road in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required right-of-way and easements for the Old Missouri Road Improvements. Such properties are owned by JTK Trust (part of Parcel No. 765-16065-012), ~~Mesquite Tree Nursing Center, Inc. (part of Parcel No. 765-16066-000)~~, ~~John P. and Debbie Lee Park (part of Parcel No. 765-15699-000)~~, and Bill J. and Carol S. Ethridge (part of Parcel No. 765-15696-001).

COST TO CITY: $7,175.00

~~$ 14,875.00~~ Cost of this Request	$ 1,957,369 Category/Project Budget	Old Missouri Road Improvements Category/Project Name
4470-9470-5809-00 Account Number	$ 186,796 Funds Used To Date	Street Improvements Program Name
00050-30/02018-30 Project Number	$ 1,770,573 Remaining Balance	Sales Tax Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator 8/30/02 | Administrative Services Director

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

Accounting Manager	8/30/02 Date	Internal Auditor	9/3/02 Date
City Attorney	9/3/02 Date	ADA Coordinator	Date
Purchasing Officer	9/4/02 Date		

STAFF RECOMMENDATION: Have been unable to reach agreement with property owners for reasons as explained in the following memorandum. Staff recommends condemnation approval, along with an emergency clause, on these properties such that initiation of this project will not be further delayed.

Division Head	08.28.02 Date	Cross Reference
Department Director	8-29-02 Date	New Item: Yes X No ___
Administrative Services Director	9/5/02 Date	Prev Ord/Res #: ___
Mayor	8/29/02 Date	Orig Contract Date: ___

STAFF REVIEW FORM

Description Condemnations–Old Missouri Road Improvements Meeting Date September 17, 2002

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: September 5, 2002

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Heather Woodruff, City Clerk
Kit Williams, City Attorney
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer

FROM: Jill Goddard, Land Agent

SIGN HERE

SUBJECT: Old Missouri Road Improvements
Project No. 00050
Revision to Potential Condemnations

Placed on the September 17, 2002 City Council Agenda is an item authorizing the City Attorney to seek possession of certain lands located along Old Missouri Road by the power of eminent domain.

Originally, there were four properties; however, I have since received signed documentation from two of the four. Consequently, John P. and Debbie Lee Park (part of Parcel No. 765-15699-000) and Mesquite Tree Nursing Center, Inc. (part of Parcel No. 765-16065-000) are to be removed from the agenda item as we no longer need to seek possession through the courts.

The cost amount on the agenda request would also be reduced to $7,175.00 (instead of the original $14,975.00).

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: August 28,2002

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Kit Williams, City Attorney
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer

FROM: Jill Goddard, Land Agent

SUBJECT: Old Missouri Road Improvements
Project No. 00050
JTK Trust (Parcel No. 765-16065-012)
Mesquite Tree Nursing Center, Inc. (Parcel No. 765-16065-000)
John P. and Debbie Lee Park (Parcel No. 765-15699-000)
Bill J. and Carol S. Ethridge (Parcel No. 765-15696-001)

The City has been acquiring right-of-way and easements along Old Missouri Road for street improvements to be constructed in conjunction with the approved and funded C.I.P. project.

There are several properties yet to grant right-of-way and easements. Given the fact that this project has already been delayed several times in the past due to modifications in scope, it is necessary that the City initiate condemnation proceedings as soon as possible in order to obtain court possession of these lands so as not to further interfere with the construction schedule.

Independent appraisals were received from Tom Reed of Reed and Associates on April 10, 2002. Offer amounts for the JTK Trust and Mesquite Tree Nursing Center were reduced as proposed acquisition areas were reduced/changed from that presented to the appraiser. However, the appraiser's land value determinations were used, as follows.

JTK Trust, James T. Keenan and James F. Keenan, Trustees:

Originally, we were to ask for right-of-way and permanent easement all the way to Old Wire Road. It was decided, internally, to limit length of acquisition to what was necessary for this phase of the project (Rolling Hills to Brookhaven). It was also decided, internally, to combine the shortened right-of-way and the permanent easement into just right-of-way. Using the appraiser's per square foot land value, offer amount was:

Right-of-way:	11,042 sq. ft. @ $0.50/sq. ft.	=	$5,525.00
Temp. Esmt.	5,347 sq. ft. @ $0.50/sq. ft. x 10%	=	300.00
			$5,825.00

Have not had contact from the Keenans directly, only through their attorney and engineer.

Mesquite Tree Nursing Center:

Originally, we were to ask for right-of-way, permanent drainage easement, and temporary construction easement. It was decided, internally, to combine permanent and temporary easements into just temporary as drainage improvements are to be only in right-of-way, thus deeming a permanent easement unnecessary. Using the appraiser's per square foot land value, offer amount was:

Right-of-way:	4,651 sq. ft. @ $1.00/sq. ft.	=	$4,650.00
Temp. Esmt.	7,515 sq. ft. @ $1.00/sq. ft. x 10%	=	750.00
			$5,400.00

Met with Denny Sikma, general contractor for Mesquite Tree, on July 2, 2002. Have not had contact with the legal owners.

John P. Park and Debbie Lee Park, husband and wife:

Offer amount was based on appraisal:

Right-of-way:	2,776 sq. ft. @ $0.70/sq. ft.	=	$2,000.00
Temp. Esmt.	5,457 sq. ft. @ $0.70/sq. ft. x 10%	=	400.00
			$2,400.00

Mrs. Park attended both public meetings held to discuss this project (May 2001 and Oct 2001). Area proposed to be acquired from the Parks is less than what was initially planned. Scope of the project was adjusted as a result of the public meetings. No contact or response from the Parks. Have been told (second- and third-hand) that they are opposed to the project.

Bill J. Ethridge and Carol S. Ethridge, husband and wife:

Although we have had contact from Mr. Ethridge and, as a result, his offer amount was revised slightly (to match the per square foot land value applied to the Parks), this revised offer has yet to be agreed to by virtue of signed documentation. Original offer amount as based on appraisal:

Right-of-way:	1,815 sq. ft. @ $0.65/sq. ft.	=	$1,100.00
Temp. Esmt.:	1,944 sq. ft. @ $0.65/sq. ft. x 10%	=	100.00
Damages/loss of improvements:		=	150.00
			$1,350.00

Have had no contact from the Ethridges since June 4, 2002.

OLD MISSOURI ROAD IMPROVEMENTS

CASE HISTORY

JTK Trust
James T. Keenan and James F. Keenan, Trustees
c/o Charles Trantham, Attorney
157 E. Colt Drive
Fayetteville, AR 72703

Parcel No. 765-16065-012

Proposed right-of-way acquisition: 11,042 square feet
(approx. 20' strip along Old Missouri Road).
Proposed temporary construction easement: 5,397 square feet.

DATE	COMMENTS
5/21/2001	Letter mailed announcing public meeting on May 29, 2001.
5/29/2001	No representative at meeting.
10/3/2001	Letter mailed announcing public meeting on October 30, 2001.
10/30/2001	No representative at meeting.
4/10/2002	Received appraisal from Reed and Associates for proposed acquisition.
5/15/2002	Received revised exhibit from Garver Engineers. It was decided, in an effort to lower acquisition costs and to limit acquisition to just this phase of construction (and after the appraisal was prepared), to widen right-of-way acquisition slightly (but not acquiring all the way to Old Wire Road) and eliminate the permanent easement.
5/16/2002	Offer letter, packet of information, and documents for execution mailed to P.O. Box 494 (address in county assessor's records).
5/20/2002	Packet returned as not deliverable. Mailed out to Charles Trantham, attorney for the Keenans in the past.
6/21/2002	Jill Goddard called Mr. Trantham to talk about project. Left message for Mr. Trantham to call.
7/5/2002	Jill Goddard called Mr. Trantham to talk about project. Left message for Mr. Trantham to call.

CASE HISTORY
JTK Trust
Page 2 of 2

7/15/2002	JSG tipped off by City Engineer that Dave Jorgensen was doing some engineering work for the Keenans and that Mr. Jorgensen had some questions regarding Old Missouri Road improvements.
7/19/2002	Mr. Jorgensen came in to go over plans. Said he is in contact with the Keenans and will recommend that they sign the documents as the project is in their best interest.
7/23/2002	Called Chuck Trantham. He said packet has been given to Keenans. He is to check on progress and call me (JSG).
7/29/2002	Called Dave Jorgensen. He will encourage again.
8/9/2002	Notification letter from Greg Boettcher, Public Works Director, packet of information, and documents for execution mailed in care of Charles Trantham.
8/12/2002	Delivery confirmation (USPS) of notification letter and packet.
8/26/2002	Deadline of response (as outlined in letter dated 8/5/2002 and mailed 8/9/2002). No contact from Keenans at all. No contact from Trantham since 7/23/2002. Verbally have been told that Keenans are not happy about access onto far east end of Farr Lane from new improvement on their property and will not sign Old Missouri documents accordingly.

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Shipment History

You entered 0301 0120 0010 3038 0901

Your item was delivered at 11:42 am on August 12, 2002 in FAYETTEVILLE, AR 72703.

Here is what happened earlier:

- NOTICE LEFT, August 10, 2002, 9:42 am, FAYETTEVILLE, AR 72703
- ARRIVAL AT UNIT, August 10, 2002, 7:47 am, FAYETTEVILLE, AR 72703
- ACCEPTANCE, August 09, 2002, 4:41 pm, FAYETTEVILLE, AR 72701

Track & Confirm

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POSTAL INSPECTORS
Preserving the Trust

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U.S. Postal Service Delivery Confirmation

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JTK Trust
c/o Charles Trantham
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Fayetteville, AR 72703

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 5, 2002

James T. Keenan & James F. Keenan
JTK Trust
P.O. Box 474
Fayetteville, AR 72702-0474

RE: Project No. 00050
Old Missouri Road Improvements
Tract 33E
Notification Letter

Dear Messrs. Keenan:

The City of Fayetteville's Land Agent Office has forwarded information to you (through your attorney, Charles Trantham on May 16, 2002) regarding needed right-of-way for the Old Missouri Road Improvement Project. Old Missouri Road Improvements has been granted a high priority by the Fayetteville City Council, as evidenced by the formal commitment of funding to this community project. Progress of this construction project is now being hindered by the lack of needed right-of-way; therefore, it is important that your questions be answered and your intentions be known.

Our Land Agents' Office has provided another copy of background information on the right-of-way needed on your property that incorporates the value assigned to this right-of-way by an independent certified land appraiser. This information is enclosed for your review and consideration. Our City Land Agents will gladly meet with you to answer questions or clarify any details regarding this requested land transaction, as well as to resolve concerns over the proposed activities. If necessary for confirmation of the extent of this right-of-way request, city representatives will field mark the needed right-of-way. It is important that we hear from you on this issue, be your decision one of acceptance or rejection. Designated contacts for this project include either Jill Goddard at 479-444-3407 or Holly Jones at 479-444-3414, or in their absence, you may contact City Engineer Jim Beavers at 479-575-8206.

If you should decide to reject this right-of-way purchase offer, either by contacting our land agent to convey your decision or by simply not responding to this communication, the final decision on procuring this right-of-way shall rest with the Fayetteville City Council. Under its powers of eminent domain, the City may elect to file a suit of condemnation in Washington County Circuit Court for this acquisition. This process requires the City to demonstrate that the right-of-way is necessary to serve a public good; whereupon, the Circuit Court of Washington County can allow condemnation of the subject right-of-way. Under such a process, the compensation for the taking must be determined by an independent appraiser (matching the process used to tender the enclosed purchase offer). Once this just compensation is determined, the City may deposit said amount with the Registry of the Circuit Court of Washington County and be granted use of the right-of-way. These funds can be subsequently withdrawn by the property owner regardless of the owner's acceptance of said amount as final compensation. Once the land acquisition has been confirmed by the Circuit Court as an action in the public interest, the only recourse available to property owners is the appeal of the amount of compensation. If the amount of compensation is contested, the subject property owner has entitlement to a trial by jury to determine the just compensation for the condemned right-of-way.

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

Obviously the City does not consider condemnation a desired method of acquiring project rights-of-way. The alternatives and processes are outlined for your information only, not as a threat of action. Decisions of this nature are made only by the Fayetteville City Council. To avoid any inequities in our initial land purchase offers, the enclosed compensation is based upon 100% of the value established by an independent land appraiser. Using these principles of fairness and equity, it is believed that any subsequent condemnation appeal would not result in material changes in the compensation. The enclosed offer is believed to represent fair market value for the requested right-of-way.

It is hoped that your review of the enclosed materials will find this offer to purchase acceptable and that you will agree to execute the attached *Warranty Deed* and *Temporary Construction and Grading Easement*. File copies (reduced) are enclosed for your records and a recorded copy can be provided if desired. To allow payment of this offer, the City will also need the enclosed Vendor Form to be completed, with the Tax Identification Number (corporate land owner) or Social Security Number (private land owner) included with such information. For your convenience, a Land Agent can be available to witness and notarize the execution of the land transaction documents, provided you schedule a time and date in advance.

Due to the need for and priority of the Old Missouri Road Improvement Project, a deadline of August 26, 2002 must be established for your response to this offer. Following such date, this matter shall be referred to the Fayetteville City Council.

I urge you to review and consider the enclosed purchase offer, and to not hesitate to contact our Land Agents' Office to discuss any aspect of this matter. (Jill Goddard at 479-444-3407, Holly Jones at 479-444-3414 or, in the alternative, Jim Beavers at 479-575-8206.) We would very much like to hear from you with regard to this issue, even if your decision is to reject our purchase offer.

Your time and consideration on this matter shall be appreciated.

Sincerely,

Greg Boettcher
Public Works Director

GB/jsg

Enclosures

CITY OF FAYETTEVILLE, ARKANSAS

May 16, 2002

James T. Keenan & James F. Keenan
JTK Trust
P.O. Box 474
Fayetteville, AR 72702-0474

RE: Project No. 00050
Old Missouri Road Improvements
Tract 33E
Offer Letter

Dear Messrs. Keenan:

The City of Fayetteville is planning improvements along Old Missouri Road from Rolling Hills Drive to Brookhaven Drive, including street, sidewalk/trail, and drainage improvements. Acquisition of a strip of right-of-way along Old Missouri Road is necessary for these improvements (see attached drawing). Also necessary for this project is a 10-foot-wide temporary construction and grading easement adjacent to the right-of-way area. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

The City of Fayetteville hereby offers **$5,525.00** for the acquisition of street right of way (11,042 square feet) and **$300.00** for the rental of the property associated with the Temporary Construction and Grading Easement (5,397 square feet), for a total offer amount of **$5,825.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for acquisition and the temporary easement.

Should you elect to accept this offer, the *Warranty Deed* and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the documents, a check will be requested and you will be paid the amount indicated in this offer letter.

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

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of this property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed* and *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide copies of the recorded documents upon your request and at the appropriate time. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407, Holly Jones at 444-3414, or I can be reached at 575-8206.

Sincerely,

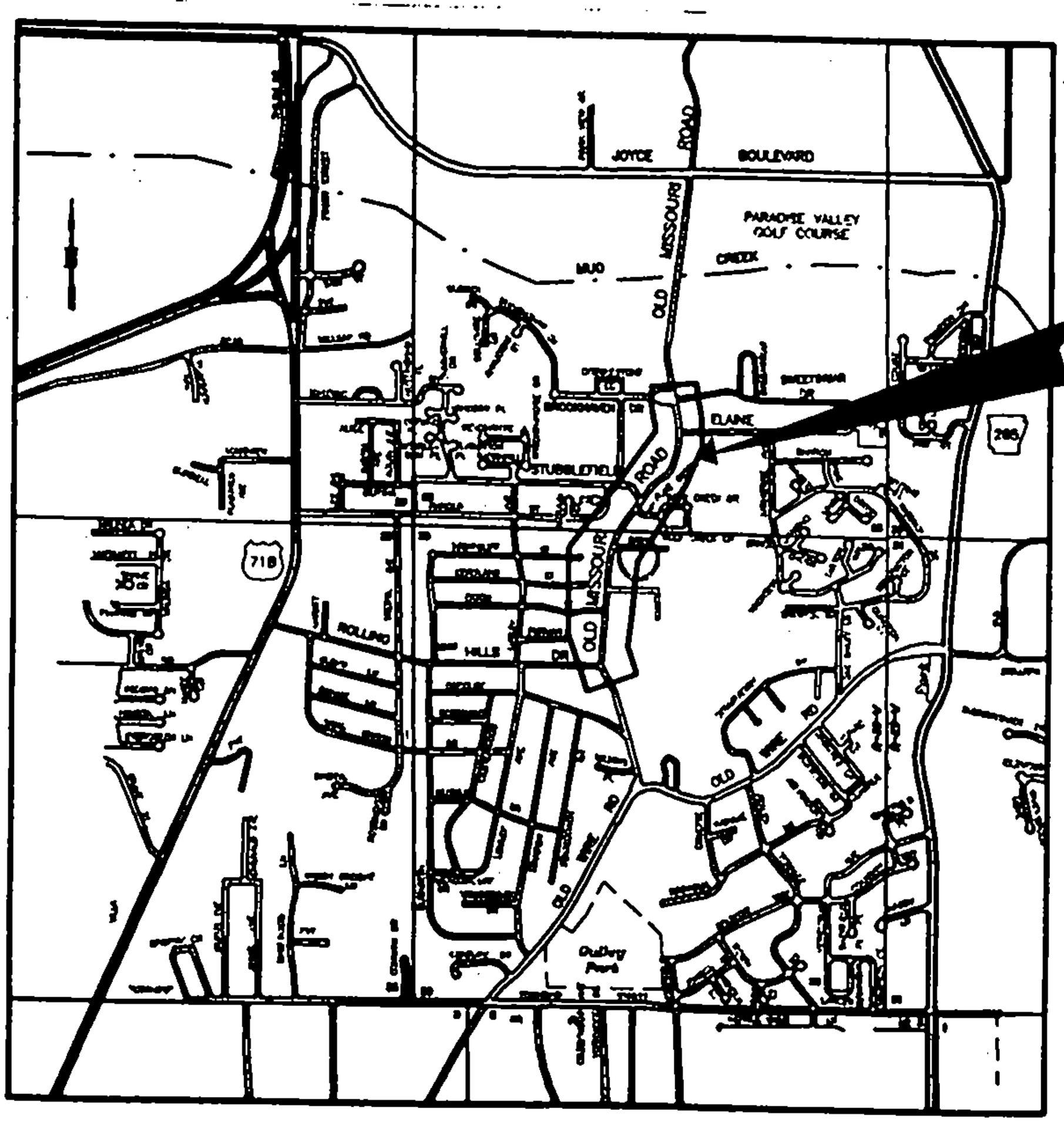
Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Enclosures

OLD MISSOURI ROAD IMPROVEMENTS



PROJECT LOCATION

00050
l Road Improvements of Way
al No. 765-16065-012
Tract No. 35E

TRUSTEE'S
WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **James T. Keenan and James F. Keenan,** Trustees of the **JTK Trust u/t/a dated February 11, 1992**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Southeast Corner (SE¼) of the Northwest Quarter (NW¼) of Section 36, Township 17 North, Range 30 West, being more particularly described as follows: Commencing at the Northeast corner of said SE¼ of the NW¼; thence North 87° 11' 15" West 495.14 feet, to the Point of Beginning; thence with the existing east right-of-way of Old Missouri Road, South 00° 24' 00" East 153.24 feet; thence South 19° 06' 55" East 396.47 feet; thence leaving said east right-of-way, North 70° 53' 05" East 20.00 feet; thence North 19° 06' 55" West 374.42 feet; thence North 09° 45' 27" West 52.11 feet; thence North 02° 47' 30" East 115.12 feet; thence North 87° 11' 15" West 23.99 feet, to the Point of Beginning and containing 11,042 square feet (0.25 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And said Trustees, in behalf of the said Trust, hereby covenant with the said Grantee that said Trust is lawfully seized of said lands and premises; that the same is unencumbered, and that the said Trust will forever warrant and defend the title to the said lands against all legal claims whatsoever.

WITNESS the execution hereof on this _____ day of _____, 2002.

JTK Trust u/t/a dated February 11, 1992

_____ _____
James T. Keenan, Trustee James F. Keenan, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **James T. Keenan and James F. Keenan**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are Trustees of the **JTK Trust u/t/a/ dated February 11, 1992**, and that they are duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

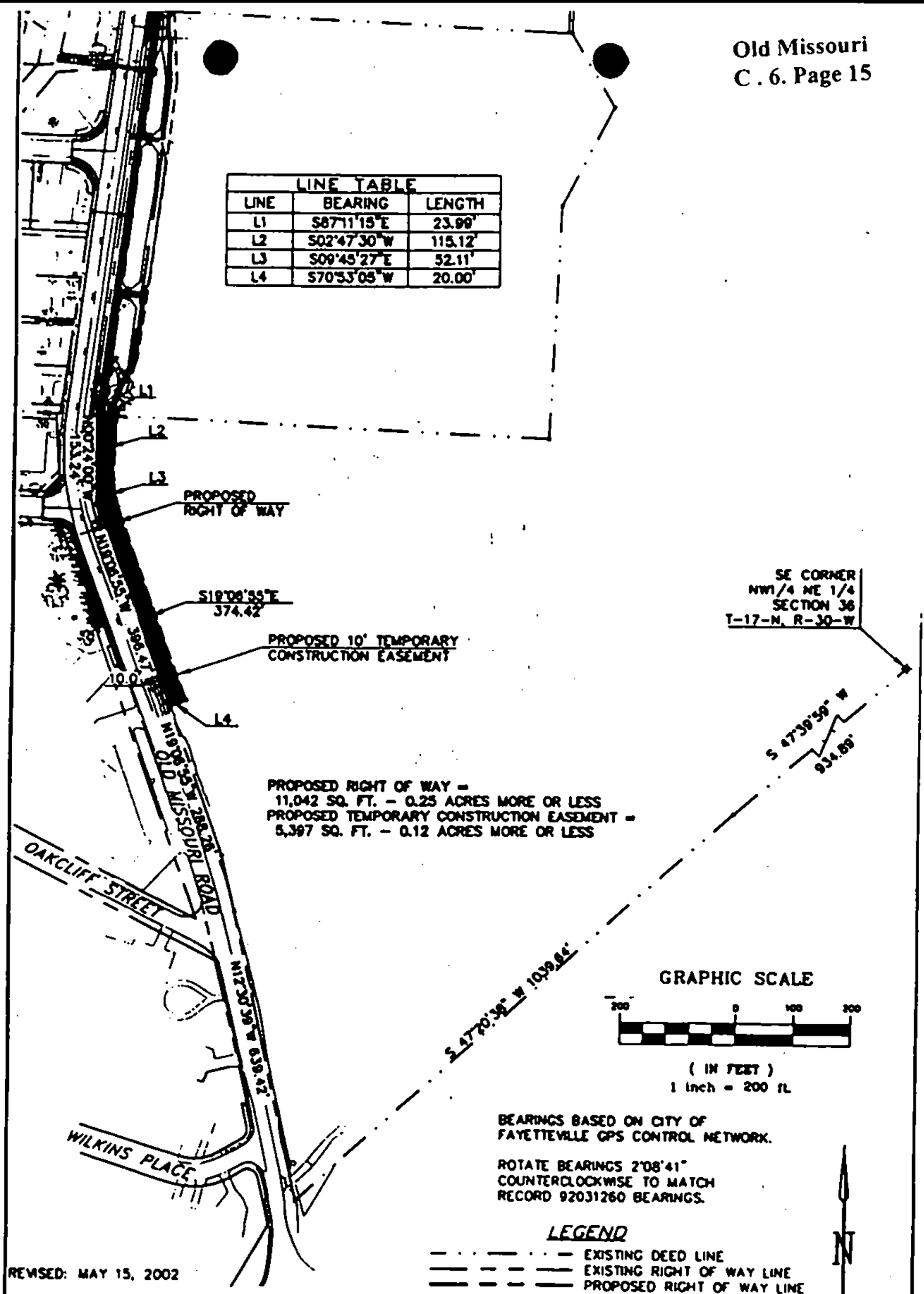
WITNESS my hand and seal on this _____ day of _____, 2002.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°11'15"E	23.99'
L2	S02°47'30"W	115.12'
L3	S09°45'27"E	52.11'
L4	S70°53'05"W	20.00'



PROPOSED RIGHT OF WAY =
11,042 SQ. FT. – 0.25 ACRES MORE OR LESS
PROPOSED TEMPORARY CONSTRUCTION EASEMENT =
5,397 SQ. FT. – 0.12 ACRES MORE OR LESS

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

BEARINGS BASED ON CITY OF FAYETTEVILLE GPS CONTROL NETWORK.

ROTATE BEARINGS 2°08'41" COUNTERCLOCKWISE TO MATCH RECORD 92031260 BEARINGS.

LEGEND

- EXISTING DEED LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE

N

REVISED: MAY 15, 2002

OWNERS: JAMES T. KEENAN AND JAMES F. KEENAN
TRUSTEES OF JTK TRUST
PARCEL NUMBER: 765-16065-012
RECORD DEED: 92 31260
SCALE: 1"=200'

J:\Projects\2001\016050 Old Missouri Road\Design\Survey\Ourjvtmd2.dwg

Job No. 0105-6050
Date DECEMBER, 2001

Sheet Number
2

OLD MISSOURI ROAD IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

RIGHT OF WAY
AND
EASEMENT MAP

FAYETTEVILLE

GARVER | ENGINEERS
"Engineers Since 1919"
3810 FRONT STREET, FAYETTEVILLE, ARKANSAS 72703
PHONE: (501) 527-9100 FAX: (501) 527-9101 www.garverinc.com

Old Missouri Road Improvements
Parcel No. 765-16065-012
Tract No. 33E

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **James T. Keenan and James F. Keenan, Trustees of the JTK Trust u/t/a dated February 11, 1992,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto **the City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for Old Missouri Road Improvements, to-wit:

PROPERTY DESCRIPTION:(Deed Ref. 92-31260)

Part of the West Half (W½) of the Northeast Quarter (NE¼) and a part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 36, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Southeast corner of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section 36, said point being an existing stone; thence S 45 degrees 31' 18" W, 934.89 feet to the Southwest corner of Strawberry Hill Subdivision; thence S 45 degrees 11' 57" W, 1039.64 feet to the east right-of-way of Old Missouri Road; thence along said right-of-way, N 14 degrees 39' 20" W, 639.42 feet; thence N 21 degrees 15' 36" W, 684.73 feet; thence N 2 degrees 32' 41" W, 153.24 feet; thence leaving said right-of-way, S 89 degrees 19' 25" E, 794.96 feet to an existing iron pipe; thence N 0 degrees 36' 39" E, 416.37 feet to an existing large nail; thence N 24 degrees 50' 40" E, 203.53 feet to an existing large nail; thence N 32 degrees 34' 55" W, 152.07 feet to an existing pinch pipe in concrete; thence N 0 degrees 36' 05" E, 475 feet; thence N 89 degrees 13' 13" W, 293.27 feet; thence N 1 degree 02' 24" E 13 feet to an existing angle iron; thence S 89 degrees 06' 52" E 1321.22 feet to an existing iron pin; thence S 0 degrees 40' 49" W, 1213.66 feet to the pint of beginning, containing 57.81 acres, more or less.

LESS AND EXCEPT right-of-way for Farr Lane (Deed Ref. 99-078567 and 99-078568): A part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 36, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southeast corner of the NW¼ of the NE¼ of said Section 36, said point being an existing stone; thence North 00° 40' 49" East 1213.66 feet, to a found iron pin; thence North 89° 06' 52" West 140.00 feet, to the Point of Beginning; thence South 63° 04' 36" West 139.04 feet; thence North 89° 06' 52" West 764.24 feet; thence North 00° 36' 05" East 52.41 feet; thence North 89° 13' 13" West 293.27 feet, to a found iron pin; thence North 01° 02' 24" East 13.0 feet to a found iron pin; thence South 89° 06' 52" East 1180.72 feet, to the Point of Beginning and containing 57,305 square feet (1.316 acres), more or less.

LESS AND EXCEPT proposed right-of-way for Old Missouri Road: A part of the Southeast Corner (SE¼) of the Northwest Quarter (NW¼) of Section 36, Township 17 North, Range 30 West, being more particularly described as follows: Commencing at the Northeast corner of said SE¼ of the NW¼; thence North 87° 11' 15" West 495.14 feet, to the Point of Beginning; thence with the existing east right-of-way of Old Missouri Road, South 00° 24' 00" East 153.24 feet; thence South 19° 06' 55" East 396.47 feet; thence leaving said east right-of-way, North 70° 53' 05" East 20.00 feet; thence North 19° 06' 55" West 374.42 feet; thence North 09° 45' 27" West 52.11 feet; thence North 02° 47' 30" East 115.12 feet; thence North 87° 11' 15" West 23.99 feet, to the Point of Beginning and containing 11,042 square feet (0.25 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A ten (10) foot wide temporary construction and grading easement across the above described property, being a part of the SE¼ of the NW¼ of Section 36, Township 17 North, Range 30 West and more particularly described as follows: Commencing at the Northeast corner of said SE¼ of the NW¼; thence North 87° 11' 15" West 471.15 feet, to the Point of Beginning; thence South 02° 47' 30" West 115.12 feet; thence South 09° 45' 27" East 52.11 feet; thence South 19° 06' 55" East 374.42 feet; thence North 70° 53' 05" East 10.00 feet; thence North 19° 06' 55" West 373.60 feet; thence North 09° 45' 27" West 50.19 feet; thence North 02° 47' 30" East 114.02 feet; thence North 87° 11' 15" West 10.00 feet, to the Point of beginning and containing 5,397 square feet (0.12 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the herein above referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2002.

JTK Trust u/t/a dated February 11, 1992

James T. Keenan, Trustee

James F. Keenan, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared James T. Keenan and James F. Keenan, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are Trustees of the JTK Trust u/t/a/ dated February 11, 1992, and that they are duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

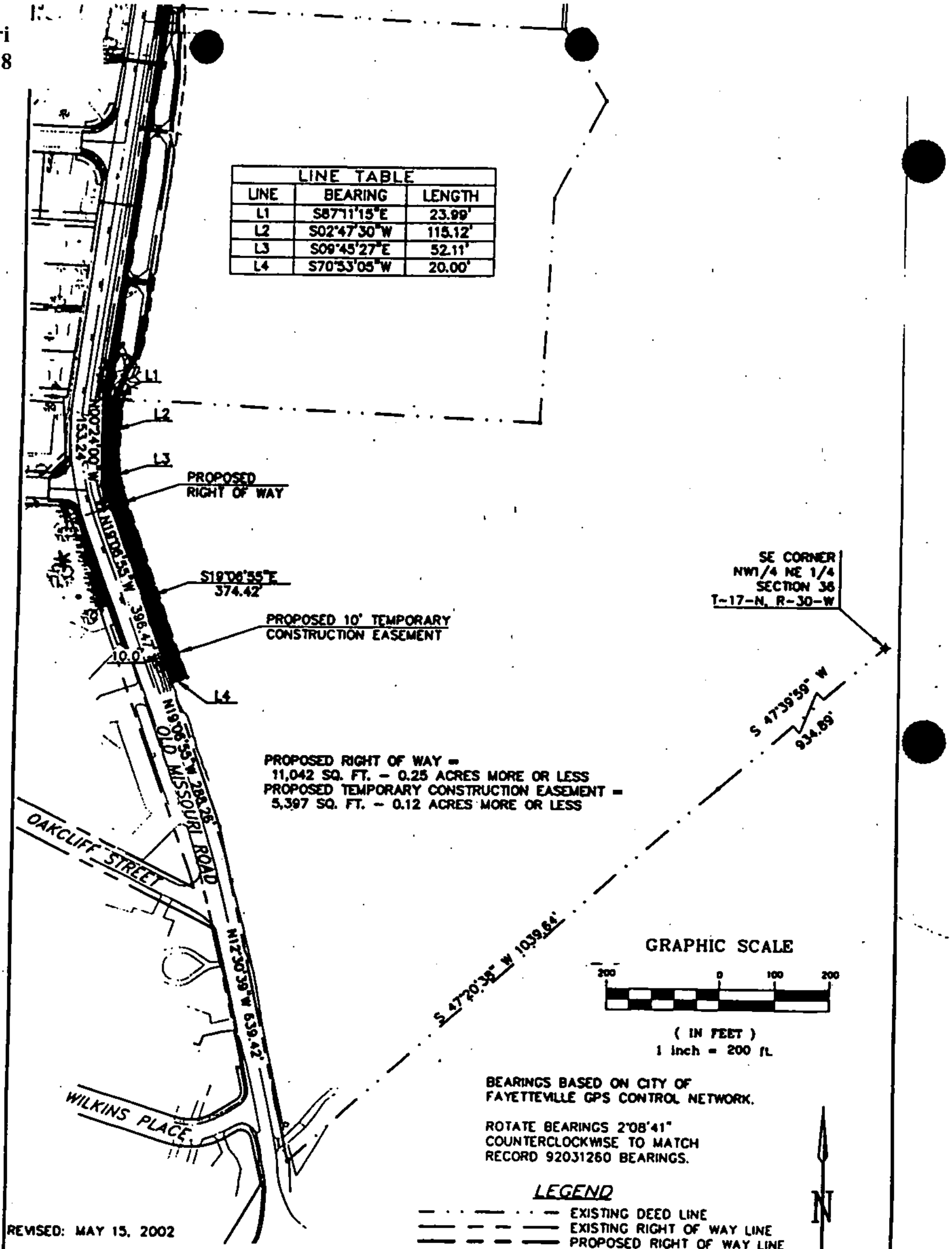
WITNESS my hand and seal on this _____ day of _____, 2002.

Notary Public

MY COMMISSION EXPIRES:

_____

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°11'15"E	23.99'
L2	S02°47'30"W	115.12'
L3	S09°45'27"E	52.11'
L4	S70°33'05"W	20.00'



PROPOSED RIGHT OF WAY =
11,042 SQ. FT. – 0.25 ACRES MORE OR LESS
PROPOSED TEMPORARY CONSTRUCTION EASEMENT =
5,397 SQ. FT. – 0.12 ACRES MORE OR LESS

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

BEARINGS BASED ON CITY OF FAYETTEVILLE GPS CONTROL NETWORK.

ROTATE BEARINGS 2°08'41" COUNTERCLOCKWISE TO MATCH RECORD 92031260 BEARINGS.

LEGEND

- EXISTING DEED LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE

N

REVISED: MAY 15, 2002

OWNERS: JAMES T. KEENAN AND JAMES F. KEENAN
TRUSTEES OF JTK TRUST
PARCEL NUMBER: 765-16065-012
RECORD DEED: 92 31260
SCALE: 1"=200'

J:\Projects\2001\016050 Old Missouri Road\Design\Survey\Survey02.dwg

Job No. 0105-6050
Date: DECEMBER, 2001

Sheet Number
2

OLD MISSOURI ROAD IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

RIGHT OF WAY
AND
EASEMENT MAP

FAYETTEVILLE

GARVER | ENGINEERS
"Engineers Since 1919"
3810 FRONT STREET, FAYETTEVILLE, ARKANSAS 72703
PHONE: (501) 527-0100 FAX: (501) 527-0101 www.garverinc.com

FAYETTEVILLE

PLEASE RE[illegible] Old Missouri
C[illegible] OF FAYET[illegible] C . 6. Page 19
113 W. MOUNTA
FAYETTEVILLE, AR 72701
(501) 444-3414
FAX: (501) 575-8316

THE CITY OF FAYETTEVILLE, ARKANSAS

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

____	Sole Proprietorship
____	Corporation
____	Partnership
____	Tax-exempt organization under Section 501(a)
____	Foreign Government
__X__	Individual
____	Other (please explain)

Tax Identification number:

_____ Federal employer identification number

OR

✓ _____ Social Security number (for individual or sole proprietors)

I certify that the above information is true and correct.

JTK Trust
Name of Individual or Business

P.O. Box 474
Address

Fayetteville, AR 72702-0474
City, State, Zip Code

✓ _____ ✓ _____
Signature Date

✓ _____
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

Parcel Number: 765-16065-012 **Type:** RV
Location Address: 0
Owner name: KEENAN, JAMES T. ET AL, TRUSTEES
Mailing Address: PO BOX 474 FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 36-17-30
Addition: 36-17-30 FAYETTEVILLE OUTLOTS
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: PT W/2 NE & PT SE NW 57.81 A.

Current Year: 1995	Appraised value	Assessed value
Land	289,050	57,810
Improvement	0	0
Total	289,050	57,810

TRUSTEE

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
02/11/92	92	31260	KEENAN, JAMES T. ET AL, TRUSTEES	PO BOX 474	WD	0	0.00
SP WD NO REV							- -
01/01/91	1392	937	KEENAN, JAMES			0	0.00

Return to List | Return to Search | Parcel Map/Plat

Chuck Keawthon
521-7130

FILED FOR RECORD

SPECIAL WARRANTY DEED

92 JUN 22 PM 2:47

WASHINGTON CO AR
[illegible]

KNOW ALL MEN BY THESE PRESENTS:

THAT James T. Keenan, a single man, hereinafter called "Grantor" for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto James T. Keenan and James F. Keenan, as trustees of the JTK Trust created under a trust agreement dated February 11, 1992, hereinafter called "Grantees", all of Grantor's right, title and interest in and to the following described real property situated in Washington County, State of Arkansas, to-wit:

See Exhibit "A" attached hereto.

This instrument is made without warranty, express or implied, except by, through and under Grantor and subrogated to all prior rights and warranty.

TO HAVE AND TO HOLD the the above-described property with all and singular the rights, privileges and appurtenances thereto or in any way belonging to the said Grantees herein, and their successors and assigns forever.

EXECUTED and delivered this 11th day of February, 1992.

James T. Keenan, a single man

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

The foregoing instrument was acknowledged before me this 11th day of February, 1992, by James T. Keenan, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

CAROLYN B. MADISON
NOTARY PUBLIC
WASHINGTON COUNTY, ARK.

My Commission Expires:
6-30-2000

Notary Public

Prepared by:
Wm. Lee Grace, Jr., Esq.
Giroir & Gregory, P.A.
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
(501) 372-3000

92 31260

GIROIR & GREGORY TEL: 501-374-2380 Jun 11,92 11:02 No.005 P.03

EXHIBIT "A"

Part of the West Half (W-1/2) of the Northeast Quarter (NE-1/4) and a part of the Southeast Quarter (SE-1/4) of the Northwest Quarter (NW-1/4) of Section 36, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Southeast Corner of the Northwest Quarter (NW-1/4) of the Northeast Quarter (NE-1/4) of said Section 36, said point being an existing stone; thence S 45 degrees 31'18" W, 934.89 feet to the Southwest Corner of Strawberry Hill Subdivision; thence S 45 degrees 11'57" W, 1039.64 feet to the east right-of-way of Old Missouri Road; thence along said right-of-way, N 14 degrees 39'20" W, 639.42 feet; thence N 21 degrees 15'36" W, 684.73 feet; thence N 2 degrees 32'41" W, 153.24 feet; thence leaving said right-of-way, S 89 degrees 19'25" E, 794.96 feet to an existing iron pipe; thence N 0 degrees 36'39" E, 416.37 feet to an existing large nail; thence N 24 degrees 50'40" E, 203.53 feet to an existing large nail; thence N 32 degrees 34'55" W, 152.07 feet to an existing pinch pipe in concrete; thence N 0 degrees 36'05" E, 475 feet; thence N 89 degrees 13'13" W, 293.27 feet; thence N 1 degree 02'24" E, 13 feet to an existing angle iron; thence S 89 degrees 06'52" E, 1321.22 feet to an existing iron pin; thence S 0 degrees 40'49" W, 1213.66 feet to the point of beginning, containing 57.81 acres, more or less.

92 31264

WARRANTY DEED

FILED FOR RECORD
'99 AUG 27 PM 3 45
WASHINGTON CO AR
K. HARNESS

KNOW ALL MEN BY THESE PRESENTS:

That I, James T. Keenan, Trustee of the J.T.K Trust dated February 11, 1992, hereinafter called Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to them in hand paid by The Raven Foundation, called Grantee, does hereby grant, bargain, and sell unto the said Grantee and Grantee's heirs and assigns, the following described land situated in Washington County, State of Arkansas, to-wit:

A part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 36, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southeast corner of the NW ¼ of the NE ¼ of said Section 36, said point being an existing stone; thence North 00° 40' 49" East 1213.66 feet, to a found iron pin; thence North 89° 06' 52" West 140.00 feet, to the Point of Beginning; thence South 63° 04' 36" West 139.04 feet; thence North 89°06' 52" West 764.24 feet; thence North 00° 36' 05" East 52.41 feet; thence North 89° 13' 13" West 293.27 feet, to a found iron pin; thence North 01° 02' 24" East 13.0 feet to a found iron pin; thence South 89° 06' 52" East 1180.72 feet, to the Point of Beginning and containing 57,305 square feet (1.316 aces), more or less.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantees' heirs and assigns, forever. And I, James T. Kennan, Trustee of the J.T.K Trust dated February 11, 1992, the said Grantor, hereby covenants that "I am" lawfully seized of said land and premises, that the same is unencumbered, and that "I" will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS our hands and seals on this 23 day of August, 1999.

James T. Keenan, Trustee of the J.T.K Trustee
dated February 11, 1992

THIS INSTRUMENT PREPARED BY:
STOCKLAND & TRANTHAM, P.A.,
P.O. BOX 1723,
FAYETTEVILLE, AR 72702
(501) 521-7130

****

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

On this the 23 day of August, 1999, before me, a Notary Public, personally appeared James T. Kennan, Trustee of the J.T.K Trust dated February 11, 1992, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he has executed the same for the purposes therein set forth.

IT WITNESS whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

99078567

FILED FOR RECORD

'99 AUG 27 PM 3 45

WASHINGTON CO AR
K. HARNESS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That The Raven Foundation, hereinafter called Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to them in hand paid by The City of Fayetteville, called Grantees, does hereby grant, bargain, and sell unto the said Grantees and Grantee's heirs and assigns, the following described land situated in Washington County, State of Arkansas, to-wit:

A part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 36, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southeast corner of the NW ¼ of the NE ¼ of said Section 36, said point being an existing stone; thence North 00° 40' 49" East 1213.66 feet, to a found iron pin; thence North 89° 06' 52" West 140.00 feet, to the Point of Beginning; thence South 63° 04' 36" West 139.04 feet; thence North 89°06' 52" West 764.24 feet; thence North 00° 36' 05" East 52.41 feet; thence North 89° 13' 13" West 293.27 feet, to a found iron pin; thence North 01° 02' 24" East 13.0 feet to a found iron pin; thence South 89° 06' 52" East 1180.72 feet, to the Point of Beginning and containing 57,305 square feet (1.316 aces), more or less.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantees and Grantees' heirs and assigns, forever. And The Raven Foundation, the said Grantor, hereby covenants that "it" is lawfully seized of said land and premises, that the same is unencumbered, and that "it" will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS our hands and seals on this 23 day of August, 1999.

James T. Keenan, Director of The Raven Foundation

THIS INSTRUMENT PREPARED BY:
STOCKLAND & TRANTHAM, P.A.,
P.O. BOX 1723,
FAYETTEVILLE, AR 72702
(501) 521-7130

****

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

On this the 23 day of August, 1999, before me, a Notary Public, personally appeared James T. Kennan, Director of The Raven Foundation known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he has executed the same for the purposes therein set forth.

IT WITNESS whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

99

99-78568
~~99-48567-A~~

COMPLETE APPRAISAL ANALYSIS REPORTED IN A SUMMARY FORMAT

FOR THE

CITY OF FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
1494 PLAZA PLACE
SPRINGDALE, AR 72764

RE: Old Missouri Road Improvements

PROJECT NO: 00050

PARCEL NO: 765-16065-012

TRACT NO: 33E

COUNTY: Washington

FEE OWNER(S): James T. Keenan and James F. Keenan, Trustees of the JTK Trust u/t/a dated February 11, 1992

OWNERS MAILING ADDRESS: P.O. Box 909, Fayetteville, Arkansas 72702

LOCATION OF SUBJECT PROPERTY: Subject is located along the east side of Old Missouri Road, directly east/southeast from the intersection of Old Missouri Road and Rolling Hills Drive, in the north central part of Fayetteville, Arkansas. The 2000 population of Fayetteville was 58,047, according to the U.S. Census Bureau. Fayetteville is the County Seat of Washington County.

The subject Market Area appears to consist of an area lying east of U.S. Highway 71 Business (North College Avenue), south of Joyce Street, west of State Highway 265 (Crossover Road) and north of Township Street. Property uses visible in the Market Area include single-family and multi-family residential,

commercial, special-purpose, etc. The primary use appears to be single-family residential.

The Market Area appears to be over 75% built-up, with a high occupancy rate.

The topography of the Market Area is undulating to rolling/moderately sloping to steeply sloping. Soil and subsoil conditions are not generally considered adverse to building construction. Overall, drainage is considered adequate.

Utilities available in the Market Area include public water and sewer, natural gas, electricity, telephone service, and cable T.V.

The Market Area appears to still be in the growth stage of its life cycle. New residential and commercial construction and/or development were noted, primarily in the northern part of the Market Area. In addition, several large tracts of vacant acreage were also noted in the Market Area. In our opinion, the outlook for the immediate future is for continuation of the present Market Area life cycle.

DESCRIPTION OF THE SUBJECT PROPERTY: Subject site consists of approximately 2,518,200± square feet (SF), or approximately 57.81± acres, however, approximately 57,305± SF (1.316± acres) are located within the existing right-of-way of Farr Lane. Therefore, the usable size is estimated to be 2,460,895± SF, or 56.494± acres. The site is irregular in shape, and has approximately 1,477± linear feet (LF) of frontage along the east side of Old Missouri Road.

The topography of the site is undulating to rolling/sloping. Soil and subsoil conditions are assumed adequate for building construction. The subject property is not located within the 100-year flood zone.

Typical city utilities are available at, or in close proximity to the site. No adverse easements or encroachments were noted on the inspection.

The subject property is zoned R-1, Low Density Residential.

The estimated 2001 property tax, due by October 10, 2002, was $3,708.39.

The site is improved with a structure known as the "Kennan Tower House." This structure, based on Assessment Records, contains approximately 1,000± SF. At the date of inspection, the building improvements appeared to be in good condition. Only a cursory inspection of the exterior of the building improvements was performed as, in our opinion, the building improvements are not adversely affected by the proposed acquisition.

Site improvements included gravel drive, farm fencing, etc.

The City of Fayetteville is proposing to acquire approximately 7,507± SF (0.17± acre) of the subject site for the widening of Old Missouri Road. The acquisition is located in the west part of the site. Also, the City of Fayetteville is acquiring a general utility and drainage easement containing 21,996± SF (0.50± acre). The utility-drainage easement will be located adjacent to the east of the right-of-way acquisition. In addition to the right-of-way and utility-drainage easement acquisitions, the City of Fayetteville is also acquiring a temporary construction and grading easement, 10' in width, immediately adjacent to the east of the utility-drainage easement. The size of the temporary construction-grading easement is 5,392± SF (0.12± acre). It appears approximately 60± mature pine trees are located within either the right of way acquisition, utility-drainage easement or temporary construction easement. These trees provide contributory value to the site due to providing screening from traffic and noise along Old Missouri Road. The trees create some privacy for the site. There are additional pine trees located along subject's Old Missouri Road frontage, however, these trees are indicated to be located within the existing right of way.

The remainder property will contain approximately 2,453,388± SF (56.324± acres), of which 21,996± SF (0.50± acre) will be encumbered by a new, permanent utility-drainage easement. The building improvements are located on the remaining property. The remainder is considered to have adequate frontage along Old Missouri Road and access from Farr Lane, and the size and layout are considered adequate development.

AREA OF WHOLE: 2,460,895± SF (56.494± acres)

AREA OF REMAINDER: 2,453,388± SF (56.324± acres) of which 21,996± SF (0.50± acre) will be encumbered by a new, permanent utility-drainage easement.

AREA OF ACQUISITION: 7,507± SF (0.17± acre) in permanent right-of-way, 21,996± SF (0.50± acre) in permanent utility-drainage easement and 5,392± SF (0.12± acre) in temporary construction-grading easement.

LEGAL DESCRIPTION (Property): Attached

LEGAL DESCRIPTION (Acquisition): Attached

BASIS FOR LAND VALUE ESTIMATE: Land sales in the subject area were utilized in estimating the market value of subject both "before" and "after" the acquisition. These sales are summarized later in this report.

ESTIMATED MARKET VALUE OF THE PROPERTY
AS OF
April 5, 2002

BEFORE:		
Land	$1,230,400	
Improvements	Not Considered	
Total		$1,230,400
AFTER:		
Land	$1,208,200	
Improvements	Not Considered	
Total		$1,208,200
Value of Acquisition (Land)		$ 22,200
Value of Temporary Construction-Grading Easement		300
Total Estimated Damage To Market Value		$ 22,500

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The preceding values are contingent upon the City of Fayetteville, at their expense, putting the land within the general utility-drainage easement and temporary construction-grading easement back to as near original condition as possible.

The reader is referred to additional assumptions and limiting conditions appearing later in this report.

Respectfully submitted,

Joe Morrison

Joe Morrison, CG0672

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
CG0672
JOSEPH E. MORRISON

Tom Reed

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

SALES COMPARISON APPROACH:

The comparable land sales used in this appraisal are as follows:

Sale No.	1	2	3
Location	N. side of Zion Rd., E. of Hwy. 265 & W. of George Anderson Rd., Fay.	E. side of Hwy. 265, N. of Zion Rd., Fay.	E. side of Hwy. 265 & S. of Albright Rd., Fay.
Grantor/ Grantee	Zamberletti/Gary Brandon Enterprises	Parker/Dunnerstock Development, Inc.	Wood/Dunnerstock Development, Inc.
Sale Date	01/14/00	07/15/99	07/15/99
Recorded	#00-04835	#99-064616	#99-064618
Zoning	Rezoned R-1	Rezoned R-O & R-1	Rezoned R-O & R-1
Size	1,512,403± SF	1,619,996± SF	872,942± SF
Utilities	Typical City	Typical City	Typical City
Topography	Undulating to Rolling	Undulating to Rolling	Undulating to Rolling
Sale Price	$650,000	$925,000	$400,000
Price Per SF	$0.43/SF	$0.57/SF	$0.46/SF
Verified	Public Records & Listing Agent	Public Records & Grantee	Public Records & Grantee
Use	Residential	Combination Office & Residential; Small area of Office	Combination Office & Residential; Small area of Office

Based upon the preceding sales, it is our opinion the indicated per square foot (SF) value for subject in the "before" analysis was:

$0.50*

2,460,895± SF @ $0.50 = $1,230,448

Say $1,230,400

*Reflects pine trees

Utilizing the same sales in the "after" analysis, it is our opinion the indicated value for subject was as follows:

	2,453,388± SF @ $0.50 =	$1,226,694
Less: Trees and Easement ($7,500 plus 21,996± SF @ $0.50 & rounded)	=	(18,500)
		$1,208,194

Say $1,208,200

The remainder property reflects a per SF value of $0.4925±.

The estimated value of the temporary construction-grading easement was $300 (5,392± SF @ $0.50 @ 10% = $270, say $300). Ten percent reflects the estimated annual return on the lease of residential land in the subject Market Area for a one-year term.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the "market value" of the subject property, "before" and "after" the acquisition, as of the effective date.

INTENDED USE: The clients intended use of this report is as a basis for determining just compensation due the property owner(s) as a result of the proposed acquisition of a 7,507± SF (0.17± acre) permanent right-of-way easement, 21,996± SF (0.50± acre) permanent utility-drainage easement and a 5,392± SF (0.12± acre) temporary construction-grading easement by the City of Fayetteville, in connection with the widening of Old Missouri Road. The intended users of this report are the City of Fayetteville, Arkansas, "and/or their assigns."

PROPERTY RIGHTS APPRAISED: Fee Simple Estate; Easement

EFFECTIVE DATE: April 5, 2002

DATE PREPARED: April 9, 2002

SCOPE OF THE WORK: The "Appraisal Process" or "Valuation Process" was followed in estimating the market value of the subject property. In our opinion, the building improvements are not adversely affected by the proposed acquisition. The assignment basically involves the appraisal of subject land only, both "before" and "after" the acquisition. Therefore, only the Sales Comparison Approach was considered applicable in the valuation process. This report represents a Complete Appraisal Analysis reported in a Summary format.

The legal description and site size were obtained from data provided by the client. The acquisition size was also estimated based on data provided by the client. The history and property tax data were obtained at the Washington County Courthouse.

The highest and best use of the property was projected based upon location, physical characteristics, zoning, etc. Comparable land sales were researched for use in the Sales Comparison Approach and are included in this report.

HIGHEST & BEST USE: BEFORE - Single-Family
Residential Development

AFTER - Single-Family
Residential Development

EXPOSURE TIME: Based upon an analysis of comparable sales and market conditions, we would estimate an exposure time for this property of one year, or less.

DISCUSSION OF SEVERANCE DAMAGE: The term "severance damage" is often misunderstood, and it is most important that no confusion exists as to the difference between severance damage and consequential damage. Severance damage is the loss in value of the remaining parcel after the taking as compared to the value of the remaining parcel before the taking, when it was considered as part of the whole. Severance damage, therefore, can arise only in the case of partial takings, that is, where there is a taking of a part of a larger parcel.

Where the taking is in easement form, the severance is of property rights only; but just because there is a physical severance, it does not follow, by itself, that severance damages have also been created to the remainder of the land.

In our opinion, no severance damage will occur as a result of the partial taking. The site was suited for residential development and will still be suited for such use after the acquisition.

DISCUSSION OF ENHANCED VALUE: Where the public use for which a portion of a person's land is taken so enhances the value of the remainder by local, peculiar, and special benefits that the remainder is more valuable than the whole was before the taking, the owner has received just compensation.

In our opinion, the value of the remainder has not been enhanced by the proposed acquisition.

HISTORY: Based upon an examination of Washington County public records, there have been no recorded, arms-length sales involving the subject property within the three-year period preceding the effective date of this report.

OLD MISSOURI ROAD IMPROVEMENTS

CASE HISTORY

Bill J. Ethridge and Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

Parcel No. 765-15696-001

Proposed right-of-way acquisition: 1,815 square feet
(approx. 10' strip along Old Missouri Road).
Proposed temporary construction easement: 1,944 square feet.

DATE	COMMENTS
5/21/2001	Letter mailed announcing public meeting on May 29, 2001.
5/29/2001	Bill Ethridge attended public meeting
10/3/2001	Letter mailed announcing public meeting on October 30, 2001.
10/30/2001	Bill and Carol Ethridge attended public meeting.
4/10/2002	Received appraisal from Reed and Associates for proposed acquisition.
4/22/2002	Offer letter, packet of information, and documents for execution mailed to Mr. and Mrs. Ethridge.
5/6/2002	Mr. Ethridge called and talked to Jill Goddard, Land Agent. He asked about tree protection and which trees would be removed. He also said that he had seen the offer to the Parks (neighbors) and wanted an equivalent offer amount.
5/13/2002	Mailed revised offer letter (using base amount determined for Parks' property) and side letter outlining concerns voiced verbally in conversation of 5/6/2002.
6/4/2002	Mr. Ethridge called. Verbally agreed to revised offer. Had additional questions/concerns: 1) wants to eventually put in better fence than chain link fence there now (metal rail, stone posts perhaps)–can he arrange for the fence not to be moved to new property line and get amount that fence relocation/replacement would cost city? 2) Can he arrange for trees in right-of-way slated to come out during construction to be placed on his property for him to chop into firewood? He said city decision on these issues would not prevent him from signing.

8/9/2002	Notification letter from Greg Boettcher, Public Works Director, packet of information, and documents for execution mailed to Mr. and Mrs. Ethridge. Also mailed second side letter (for their counter signature) addressing compensation for fencing and arrangements for firewood salvage.
8/10/2002	Delivery confirmation (USPS) of notification letter and packet.
8/26/2002	Deadline of response (as outlined in letter dated 8/5/2002 and mailed 8/9/2002). No contact from Mr. Ethridge since 6/4/2002.

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POSTAL INSPECTORS
Preserving the Trust

▸ Shipping center

Track & Confirm

Shipment History

You entered 0301 0120 0010 3038 0918

Your item was delivered at 3:01 pm on August 10, 2002 in FAYETTEVILLE, AR 72703.

Here is what happened earlier:

- ARRIVAL AT UNIT, August 10, 2002, 7:56 am, FAYETTEVILLE, AR 72703
- ACCEPTANCE, August 09, 2002, 4:42 pm, FAYETTEVILLE, AR 72701

Track & Confirm

Enter number from shipping receip

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DELIVERY CONFIRMATION NUMBER: 0301 0120 0010 3038 0918

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

Postmark Here
FAYETTEVILLE, AR 72701-9998
AUG 9, 2002
MAIN OFFICE
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POSTAL CUSTOMER:
Keep this receipt. For Inquiries:
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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 5, 2002

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

RE: Project No. 00050
Old Missouri Road Improvements
Tract 21E
Notification Letter

Dear Mr. and Mrs. Ethridge:

The City of Fayetteville's Land Agent Office has forwarded information to your address (revised offer and Side Letter on May 8, 2002) regarding needed right-of-way for the Old Missouri Road Improvement Project. On June 4, 2002, Mr. Ethridge and Jill Goddard, Land Agent, had a telephone conversation where it was verbally indicated that you are agreeable to the revised offer, but had some additional concerns. (These concerns are outlined in Side Letter #2 dated August 5, 2002.) To date, we have no record of any further response regarding this matter. Old Missouri Road Improvements has been granted a high priority by the Fayetteville City Council, as evidenced by the formal commitment of funding to this community project. Progress of this construction project is now being hindered by the lack of needed right-of-way; therefore, it is important that your questions be answered and your intentions be known.

Our Land Agents' Office has provided another copy of background information on the right-of-way needed on your property that incorporates the value assigned to this right-of-way by an independent certified land appraiser. This information is enclosed for your review and consideration. Our City Land Agents will gladly meet with you to answer questions or clarify any details regarding this requested land transaction, as well as to resolve concerns over the proposed activities. If necessary for confirmation of the extent of this right-of-way request, city representatives will field mark the needed right-of-way. It is important that we hear from you on this issue, be your decision one of acceptance or rejection. Designated contacts for this project include either Jill Goddard at 479-444-3407 or Holly Jones at 479-444-3414, or in their absence, you may contact City Engineer Jim Beavers at 479-575-8206.

If you should decide to reject this right-of-way purchase offer, either by contacting our land agent to convey your decision or by simply not responding to this communication, the final decision on procuring this right-of-way shall rest with the Fayetteville City Council. Under its powers of eminent domain, the City may elect to file a suit of condemnation in Washington County Circuit Court for this acquisition. This process requires the City to demonstrate that the right-of-way is necessary to serve a public good; whereupon, the Circuit Court of Washington County can allow condemnation of the subject right-of-way. Under such a process, the compensation for the taking must be determined by an independent appraiser (matching the process used to tender the enclosed purchase offer). Once this just compensation is determined, the City may deposit said amount with the Registry of the Circuit Court of Washington County and be granted use of the right-of-way. These funds can be subsequently withdrawn by the property owner regardless of the owner's acceptance of said amount as final

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

compensation. Once the land acquisition has been confirmed by the Circuit Court as an action in the public interest, the only recourse available to property owners is the appeal of the amount of compensation. If the amount of compensation is contested, the subject property owner has entitlement to a trial by jury to determine the just compensation for the condemned right-of-way.

Obviously the City does not consider condemnation a desired method of acquiring project rights-of-way. The alternatives and processes are outlined for your information only, not as a threat of action. Decisions of this nature are made only by the Fayetteville City Council. To avoid any inequities in our initial land purchase offers, the enclosed compensation is based upon 100% of the value established by an independent land appraiser. Using these principles of fairness and equity, it is believed that any subsequent condemnation appeal would not result in material changes in the compensation. The enclosed offer is believed to represent fair market value for the requested right-of-way.

It is hoped that your review of the enclosed materials will find this offer to purchase acceptable and that you will agree to execute the attached *Warranty Deeds* and *Temporary Construction and Grading Easement*. File copies (reduced) are enclosed for your records and a recorded copy can be provided if desired. To allow payment of this offer, the City will also need the enclosed Vendor Form to be completed, with the Tax Identification Number (corporate land owner) or Social Security Number (private land owner) included with such information. For your convenience, a Land Agent can be available to witness and notarize the execution of the land transaction documents, provided you schedule a time and date in advance.

Due to the need for and priority of the Old Missouri Road Improvement Project, a deadline of August 26, 2002 must be established for your response to this offer. Following such date, this matter shall be referred to the Fayetteville City Council.

I urge you to review and consider the enclosed purchase offer, and to not hesitate to contact our Land Agents' Office to discuss any aspect of this matter. (Jill Goddard at 479-444-3407, Holly Jones at 479-444-3414 or, in the alternative, Jim Beavers at 479-575-8206.) We would very much like to hear from you with regard to this issue, even if your decision is to reject our purchase offer.

Your time and consideration on this matter shall be appreciated.

Sincerely,

Greg Boettcher
Public Works Director

GB/jsg

Enclosures

'TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 5, 2002

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

RE: Project No. 00050
Old Missouri Road Improvements
Tract 21E
Side Letter #2

Dear Mr. and Mrs. Ethridge:

As per a telephone conversation with Jill Goddard, Land Agent, on June 4, 2002, and upon further consideration of your verbal requests of that date, the following is a list of special considerations relating to the construction of the proposed improvements as they cross your property (these items are in addition to those outlined in the Side Letter dated May 8, 2002):

- The contractor is to contact you regarding the trees to be removed within the right-of-way in front of your property. Upon your direction as to location, he is to leave the trees on your property so that you can salvage them for firewood. Cutting said trees into firewood is to be done by you or your representative, and not the contractor.

- Approximately 215 linear feet of existing chain link fence is to be removed for construction and a temporary wood chip path and safety fencing to be installed during the construction phase. Plans originally show that approximately 175 linear feet of replacement chain link fence is to be installed at your new property line following construction. However, if you would like to waive the option of the new chain link fence being installed in order to apply that amount to a different type of fence, to be installed at your direction and expense separate from this project, that allowance amount would be as follows:

  175 linear feet x $6.50/linear foot = $1,137.50
  for 6' chain link fence (installed)

If you are in agreement with waiving this option, please sign and return to the City of Fayetteville one copy of this letter. (The other is for your files.)

If you have any further concerns or comments, please contact Jill Goddard at (479) 444-3407, Holly Jones at 444-3414, or in their absence, Jim Beavers, City Engineer, at 575-8206.

Sincerely yours,

Greg Boettcher
Public Works Director

GB/jsg
Enclosures

Yes, I am in agreement with the above proposed construction considerations and choose to waive the option of having a new chain link fence installed in exchange for the allowance amount listed above. I also confirm that a replacement fence is NOT being installed following construction at my request and any new fence, of any type, will be constructed at my expense.

Bill J. Ethridge _____ Date _____

Carol S. Ethridge _____ Date _____

Old Missouri
C . 6. Page 38

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 8, 2002

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

RE: Project No. 00050
Old Missouri Road Improvements
Tract 21E
Side Letter

Dear Mr. and Mrs. Ethridge:

As per your telephone conversation with Jill Goddard, Land Agent for the City of Fayetteville, on Monday, May 6, 2002, the following is a list of special considerations relating to the construction of the proposed improvements as they cross your property:

- Full fee simple price has been offered for the proposed right-of-way and landscape damages are considered to have been included in the purchase price. As such, no additional compensation will be offered for trees within the proposed right-of-way acquisition area.

- Protective fencing will be placed around trees within the temporary construction easement by the contractor. Please note that the protective fencing will be moved as needed to build the improvements.

- During construction, a temporary wood chip walkway (with safety fencing to separate the walkway from the construction area) will be in place within the temporary construction easement area to allow pedestrian traffic to continue undisturbed until the new sidewalk is available for use.

- The fence will be moved east of its current location to the location shown on the attached drawing.

- Old Missouri Road will be closed to traffic from Elaine Avenue south to Stubblefield Road during construction of that segment. However, access to your property will be available at all times during construction. All other traffic is to be detoured.

If you have any further concerns or comments, please contact Jill Goddard at (479) 444-3407, Holly Jones at 444-3414, or in their absence, myself, at 575-8206.

Sincerely,

Jim Beavers
City Engineer

JB/jsg
Enclosures

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FAX 479-575-8257

CURVE DATA								
CURVE #	DoC	Δ	R	T	L	PC	PI	PT
4	14°19'28"	63°49'10"	400.00'	249.07	445.54'	35+72.83	38+21.90	40+18.37

Wilson tract 3W

D MISSOURI RD.

39+00

40+00

41+00

CURVE NO. 4

P.T. STA. 40+18.37

N00°53'15"W 743.28'

INSTALL SILT FENCE AT LOCATION SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER

PROPOSED PERM. DRAINAGE ESMT.

PROPOSED RIGHT OF WAY

PROPOSED 10' TEMPORARY CONSTRUCTION EASEMENT

TREE TO BE REMOVED

STA. 42+40 BEGIN DOUBLE YELLOW

APPLY CROSS WALK STRIPING AS SHOWN OR AS DIRECTED BY THE ENGINEER.

APPLY STOP BAR AS SHOWN, OR AS DIRECTED BY THE ENGINEER

EXISTING RIGHT OF WAY

INSTALL TEMPORARY SAFETY FENCE AND SIDEWALK AS SHOWN

NEW LOCATION OF FENCE

EXISTING EASEMENT

Old Missouri C. 6. Page 39

Old Missouri
C . 6. Page 40

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 8, 2002

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

RE: Project No. 00050
Old Missouri Road Improvements
Tract 21E
Revised Offer Letter

Dear Mr. and Mrs. Ethridge:

As per your telephone conversation with Jill Goddard, Land Agent for the City of Fayetteville, on Monday, May 6, 2002, the City is prepared to make a revised offer. This is made in an effort to negotiate this offer without legal action.

The City of Fayetteville is planning improvements along Old Missouri Road from Rolling Hills Drive to Brookhaven Drive, including street, sidewalk/trail, and drainage improvements. Acquisition of a narrow strip of right-of-way is necessary for these improvements (see attached drawing). Also necessary for this project is a 10 foot wide temporary construction and grading easement adjacent to the right-of-way area. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

The City of Fayetteville hereby offers **$1,270.00** for the acquisition of street right of way (1815 square feet), **$140.00** for the rental of the property associated with the Temporary Construction and Grading Easement (1944 square feet), and **$150.00** for damages/loss of improvements (portion of concrete driveway), for a total offer amount of **$1,560.00**. This revised offer amount is based on a fee simple value of $0.70 per square foot, the appraised value of the property adjacent to yours. The rental value for the temporary construction easement is 10% of the fee simple value.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for acquisition and the temporary easement.

Should you elect to accept this offer, the *Warranty Deed* and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the documents, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of this property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed* and *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide copies of the recorded documents upon your request and at the appropriate time. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407, Holly Jones at 444-3414, or I can be reached at 575-8206.

Sincerely,

Jim Beavers
City Engineer

JB/jsg
Enclosures

Old Missouri
C . 6. Page 42

TEVELLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 22, 2002

Bill J. & Carol S. Ethridge
3340 Old Missouri Road
Fayetteville, AR 72703

RE: Project No. 00050
Old Missouri Road Improvements
Tract 21E
Offer Letter

Dear Mr. and Mrs. Ethridge:

The City of Fayetteville is planning improvements along Old Missouri Road from Rolling Hills Drive to Brookview Drive, including street, sidewalk/trail, and drainage improvements. Acquisition of a narrow strip of right-of-way is necessary for these improvements (see attached drawing). Also necessary for this project is a 10 foot wide temporary construction and grading easement adjacent to the right-of-way area. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

The City of Fayetteville hereby offers **$1,100.00** for the acquisition of street right of way (1815 square feet), **$100.00** for the rental of the property associated with the Temporary Construction and Grading Easement (1944 square feet), and **$150.00** for damages/loss of improvements (portion of concrete driveway), for a total offer amount of **$1,350.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for acquisition and the temporary easement.

Should you elect to accept this offer, the *Warranty Deed* and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the documents, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of this property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed* and *Temporary Construction and Grading Easement.* Reduced copies of the documents are included for your records. We can provide copies of the recorded documents upon your request and at the appropriate time. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407, Holly Jones at 444-3414, or I can be reached at 575-8206.

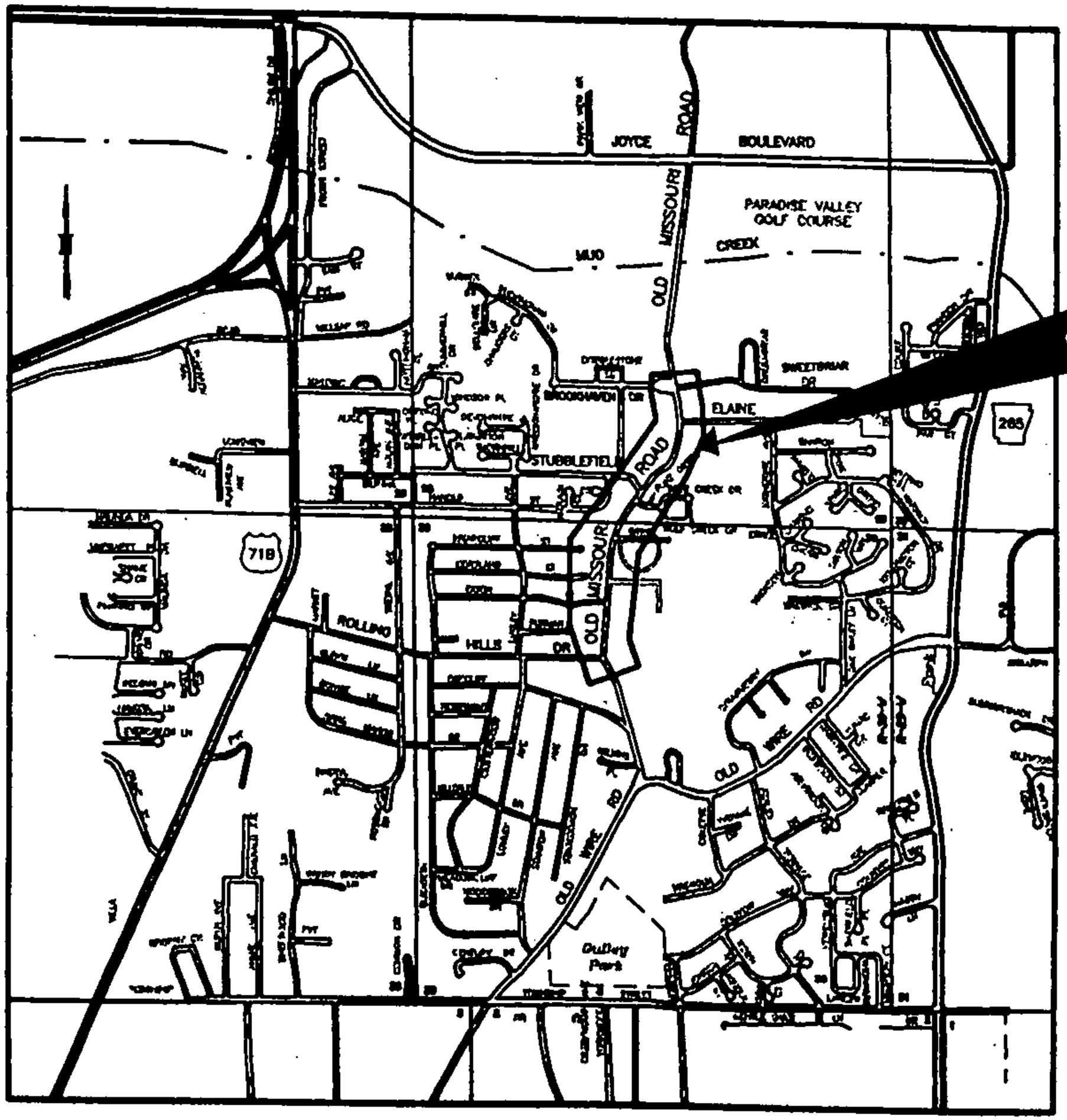
Sincerely,

Jim Beavers
City Engineer

JB/jsg

Enclosures

OLD MISSOURI ROAD IMPROVEMENTS



Project No. 00050
Old Missouri Road Improvements [redacted] of Way
Part of Parcel No. 765-15696-001
Tract No. 21E

WARRANTY DEED

HUSBAND AND WIFE
(With Relinquishment of Curtesy and Dower)

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Bill J. Ethridge and Carol S. Ethridge**, husband and wife, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of **Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 25, Township 17 North, Range 30 West, and being more particularly described as follows: Commencing at the Northeast corner of said SW¼ of the SE¼, thence South 01° 45' 32" West 310.00 feet; thence North 88° 14' 28" West 997.48 feet, to the Point of Beginning; thence South 04° 20' 07" West 78.01 feet; thence South 16° 43' 11" West 106.25 feet; thence South 52° 18' 58" East 11.06 feet; thence North 23° 52' 56" East 50.42 feet; thence North 06° 03' 58" East 140.76 feet; thence North 88° 14' 28" West 7.58 feet, to the Point of Beginning and containing 1,815 square feet (0.04 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective rights of dower/curtesy and homestead in and to said lands.

WITNESS the execution hereof on this _____ day of _____, 2002.

_____ _____
Bill J. Ethridge Carol S. Ethridge

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

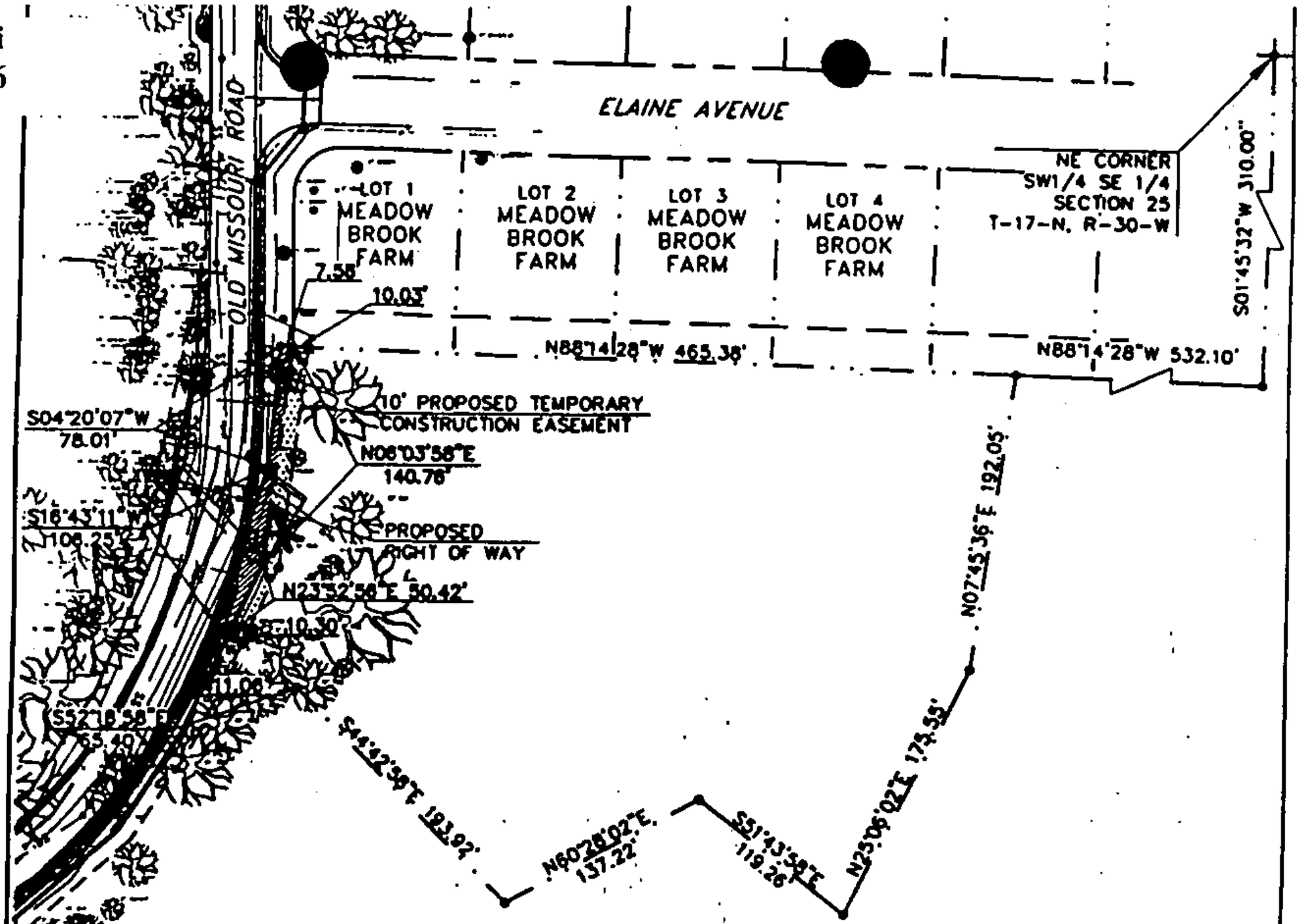
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Bill J. Ethridge and Carol S. Ethridge, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2002.

_____
Notary Public

MY COMMISSION EXPIRES:

_____



PROPOSED RIGHT OF WAY =
1,815 SQ. FT. – 0.04 ACRES MORE OR LESS
PROPOSED TEMPORARY CONSTRUCTION EASEMENT =
1,944 SQ. FT. – 0.04 ACRES MORE OR LESS

BEARINGS BASED ON CITY OF FAYETTEVILLE GPS CONTROL NETWORK.

ROTATE BEARINGS 1°36'50" COUNTER-CLOCKWISE TO MATCH BEARINGS OF DEED AT BOOK 1212, PAGE 294

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

N

LEGEND

- EXISTING DEED LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE

OWNERS: BILL J. ETHRIDGE
AND CAROL S. ETHRIDGE
PARCEL NUMBER: 765-15696-001
RECORD DEED: BOOK 1235, PAGE 836
SCALE: 1"=100'

\\Clyvds01\projects\Projects\2001\016050 Old Missouri Road\Design\Survey\OldOVRW15.dgn

Job No. 0106-6050
Date: DECEMBER, 2001

Sheet Number
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OLD MISSOURI ROAD IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

RIGHT OF WAY AND EASEMENT MAP

FAYETTEVILLE

GARVER|ENGINEERS
"Engineers Since 1919"
3810 FRONT STREET, FAYETTEVILLE, ARKANSAS 72703
PHONE: (501) 527-9100 FAX: (501) 527-9101 www.garverinc.com

Project No. 00050
Old Missouri Road Improvement
Parcel No. 765-15678-001
Tract No. 21E

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Bill J. Ethridge and Carol S. Ethridge, husband and wife, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for Old Missouri Road Improvements, to-wit:

PROPERTY DESCRIPTION: (Deed Book 1235 at Page 838)

A part of the SW¼ of the SE¼ of Section 25, Township 17 North, Range 30 West, and being more particularly described as follows: Commencing at the NE corner of said SW¼ of the SE¼; thence S 00° 08' 42" W 310.00 feet; thence N 89° 51' 18" W 532.10 feet to the true point of beginning; thence N 89° 51' 18" W 465.38 feet to the East right-of-way of Old Missouri Road; thence along said right-of-way S 02° 43' 17" W 78.01 feet; thence S 15° 06' 21" W 106.25 feet; thence leaving said right-of-way S 53° 55' 48" E 65.40 feet; thence S 46° 19' 18" E 193.92 feet; thence N 58° 51' 12" E 137.22 feet; thence S 53° 20' 48" E 119.26 feet; thence N 23° 29' 12" E 175.55 feet; thence N 06° 12' 12" E 191.94 feet to the point of beginning, containing 3.106 acres, more or less.

LESS AND EXCEPT Proposed Old Missouri Road Right-of-Way: A part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 25, Township 17 North, Range 30 West, and being more particularly described as follows: Commencing at the Northeast corner of said SW¼ of the SE¼, thence South 01° 45' 32" West 310.00 feet; thence North 88° 14' 28" West 997.48 feet, to the Point of Beginning; thence South 04° 20' 07" West 78.01 feet; thence South 16° 43' 11" West 106.25 feet; thence South 52° 18' 58" East 11.06 feet; thence North 23° 52' 56" East 50.42 feet; thence North 06° 03' 58" East 140.76 feet; thence North 88° 14' 28" West 7.58 feet, to the Point of Beginning and containing 1,815 square feet (0.04 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A ten (10) foot wide temporary construction and grading easement across the above described property, being more particularly described as follows: A part of the SW¼ of the SE¼ of Section 25, Township 17 North, Range 30 West, and commencing at the Northeast corner of said SW¼ of the SE¼, thence South 01° 45' 32" West 310.00 feet; thence North 88° 14' 28" West 989.90 feet, to the Point of Beginning; thence South 06° 03' 58" West 140.76 feet; thence South 23° 52' 56" West 50.42 feet; thence South 52° 18' 58" East 10.30 feet; thence North 23° 52' 56" East 54.45 feet; thence North 06° 03' 58" East 143.08 feet; thence North 88° 14' 28" West 10.03 feet, to the Point of Beginning and containing 1,944 square feet (0.04 acre), more or less.

The bearings for this description are based on the City of Fayetteville GPS Control Network and may vary from the bearing system previously used in describing the subject property.

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the herein above referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2002.

_____
Bill J. Ethridge

_____
Carol S. Ethridge

`ARY CONSTR TION & GRADING EASEMENT

2

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

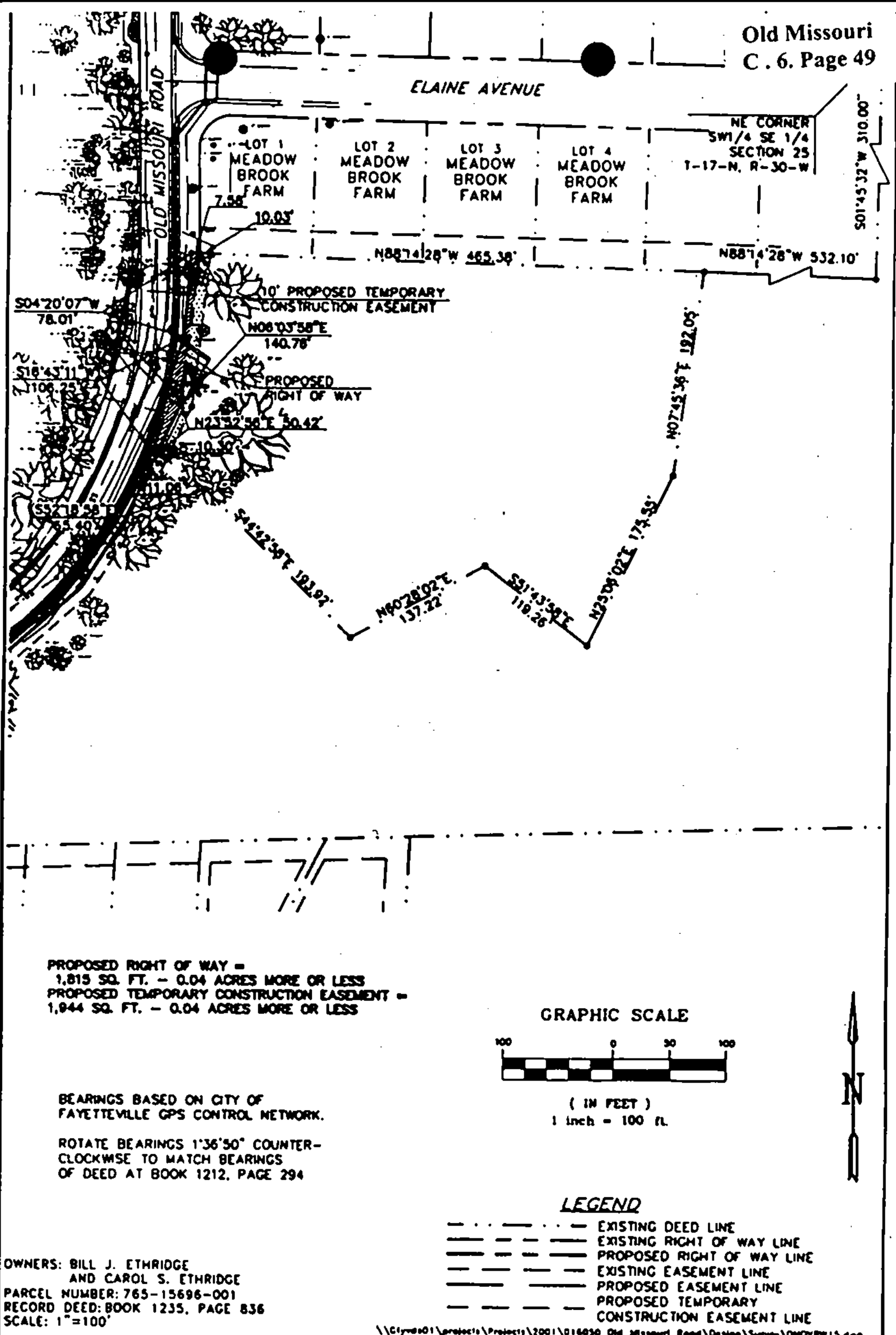
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Bill J. Ethridge and Carol S. Ethridge**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2002.

_____
Notary Public

MY COMMISSION EXPIRES:

_____



PROPOSED RIGHT OF WAY =
1,815 SQ. FT. – 0.04 ACRES MORE OR LESS
PROPOSED TEMPORARY CONSTRUCTION EASEMENT =
1,944 SQ. FT. – 0.04 ACRES MORE OR LESS

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

N

BEARINGS BASED ON CITY OF FAYETTEVILLE GPS CONTROL NETWORK.

ROTATE BEARINGS 1°36'50" COUNTER-CLOCKWISE TO MATCH BEARINGS OF DEED AT BOOK 1212, PAGE 294

LEGEND

- EXISTING DEED LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE

OWNERS: BILL J. ETHRIDGE
AND CAROL S. ETHRIDGE
PARCEL NUMBER: 765-15696-001
RECORD DEED: BOOK 1235, PAGE 836
SCALE: 1"=100'

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Job No. 0105-0050
Date: DECEMBER, 2001

Sheet Number
15

OLD MISSOURI ROAD IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

RIGHT OF WAY AND EASEMENT MAP

FAYETTEVILLE

GARVER|ENGINEERS
"Engineers Since 1919"
3810 FRONT STREET, FAYETTEVILLE, ARKANSAS 72703
PHONE (501) 527-0100 FAX (501) 527-0101 www.garverinc.com

Old Missouri
C. 6. Page 50

FAYETTEVILLE

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(501) 444-3414
FAX: (501) 575-8316

THE CITY OF FAYETTEVILLE, ARKANSAS

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

X	Sole Proprietorship
	Corporation
	Partnership
	Tax-exempt organization under Section 501(a)
	Foreign Government
	Individual
	Other (please explain)

Tax Identification number:

_____ Federal employer identification number

OR

✓ _____ Social Security number (for individual or sole proprietors)

I certify that the above information is true and correct.

Bill J. Ethridge & Carol S. Ethridge
Name of Individual or Business

3340 Old Missouri Road
Address

Fayetteville, AR 72703
City, State, Zip Code

✓ _____ ✓ _____
Signature Date

N/A
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

Old Missouri
C. 6. Page 51

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

Parcel Number: 765-15696-001 **Type:** RI

Location Address: 3340 OLD MISSOURI RD

Owner name: ETHRIDGE, BILL J. & CAROL S.

Mailing Address: 3340 OLD MISSOURI RD FAYETTEVILLE AR 72703

Lot: **Block:** **S-T-R:** 25-17-30

Addition: 25-17-30 FAYETTEVILLE OUTLOTS

School District: FAYETTEVILLE SCHOOLS

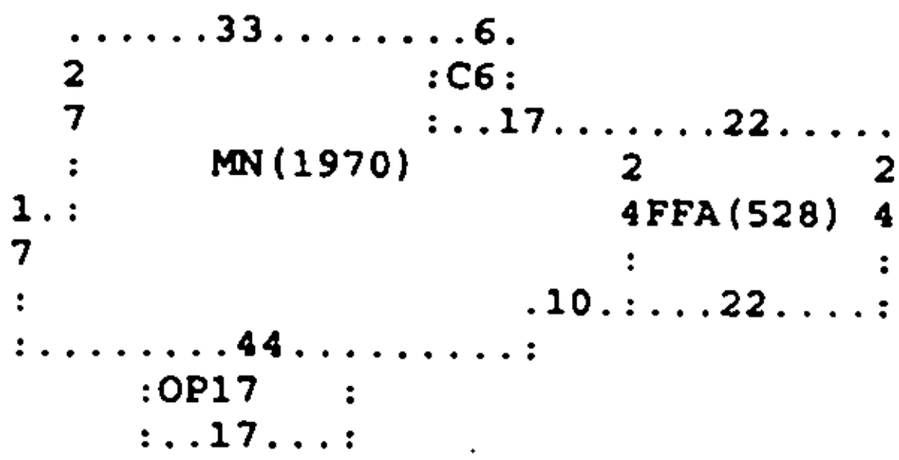
City: FAYETTEVILLE

Legal: PT SW SE 3.106 A.

Current Year: 1995	Appraised value	Assessed value
Land	27,150	5,430
Improvement	92,150	18,430
Total	119,300	23,860

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	MF	1,970	2,770	64	0

Structure Sketch



Old Missouri
C . 6. Page 52

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/01/88	1235	836	ETHRIDGE, BILL J. & CAROL S.	3340 OLD MO RD		0	0.00

Return to List | Return to Search | Parcel Map/Plat

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

That I, Merideth Rye, Executrix of the Estate of Katherine W. Stubblefield, Deceased hereinafter called Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to me in hand paid by

Bill J. Ethridge and Carol S. Ethridge, husband and wife

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of the SW1/4 of the SE1/4 of Section 25, T-17-N, R-30-W, and being more particularly described as follows: Commencing at the NE corner of said SW1/4 of the SE1/4; thence S 00°08'42" W 310.00 feet; thence N 89°51'18" W 532.10 feet to the true point of beginning; thence N 89°51'18" W 465.38 feet to the East right-of-way of Old Missouri Road; thence along said right-of-way S 02°43'17" W 78.01 feet; thence S 15°06'21" W 106.25 feet; thence leaving said right-of-way S 53°55'48" E 65.40 feet; thence S 46°19'18" E 193.92 feet; thence N 58°51'12" E 137.22 feet; thence S 53°20'48" E 119.26 feet; thence N 23°29'12" E 175.55 feet; thence N 06°12'12" E 191.94 feet to the point of beginning, containing 3.106 acres, more or less.

G

Quitclaim Deed to Bill J. Ethridge
2906 Ivy Lane
Fayetteville 72701

TO HAVE AND TO HOLD the said lands and appurtenances thereto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises, and the same is unencumbered, and that I will forever warrant and defend the title to the said lands against all legal claims whatsoever.

WITNESS my hand and seal on this 31 day of July, 19 87.

THIS INSTRUMENT PREPARED BY:

Required as per the instructions of Carlton Hill for Merideth Rye.

X Merideth Rye, Executrix (Seal)
Merideth Rye, Executrix of the
Estate of Katherine W. Stubblefield (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Washington } ss.

On this the 31st day of July, 19 87 before me, the undersigned, personally appeared Merideth Rye, Executrix of the Estate of Katherine W. Stubblefield, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for the purposes therein contained, and who further acknowledged that they had executed the same as their own free act and deed.

Witness my hand and official seal.

Notary Public

My Commission Expires:
7-11-94

FILED
FOR RECORD
'87 AUG 4 AM 10 11
WASHINGTON COUNTY AR
RECORDER

BOOK 1235 PAGE 836

COMPLETE APPRAISAL ANALYSIS REPORTED IN A SUMMARY FORMAT

FOR THE

CITY OF FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
1494 PLAZA PLACE
SPRINGDALE, AR 72764

RE: Old Missouri Road Improvements

PROJECT NO: 00050

PARCEL NO: 765-15696-001

TRACT NO: 21E

COUNTY: Washington

FEE OWNER(S): Bill J. Ethridge and Carol S. Ethridge

OWNERS MAILING ADDRESS: 3340 Old Missouri Road, Fayetteville, Arkansas 72703

LOCATION OF SUBJECT PROPERTY: Subject is located along the east side of Old Missouri Road, a short distance southerly from the intersection of Old Missouri Road and Elaine Avenue, in the north central part of Fayetteville, Arkansas. The 2000 population of Fayetteville was 58,047, according to the U.S. Census Bureau. Fayetteville is the County Seat of Washington County.

The subject Market Area appears to consist of an area lying east of U.S. Highway 71 Business (North College Avenue), south of Joyce Street, west of State Highway 265 (Crossover Road) and north of Township Street. Property uses visible in the Market Area include single-family and multi-family residential,

commercial, special-purpose, etc. The primary use appears to be single-family residential.

The Market Area appears to be over 75% built-up, with a high occupancy rate.

The topography of the Market Area is undulating to rolling/moderately sloping to steeply sloping. Soil and subsoil conditions are not generally considered adverse to building construction. Overall, drainage is considered adequate.

Utilities available in the Market Area include public water and sewer, natural gas, electricity, telephone service, and cable T.V..

The Market Area appears to still be in the growth stage of its life cycle. New residential and commercial construction and/or development were noted, primarily in the northern part of the Market Area. In addition, several large tracts of vacant acreage were also noted in the Market Area. In our opinion, the outlook for the immediate future is for continuation of the present Market Area life cycle.

DESCRIPTION OF THE SUBJECT PROPERTY: Subject site consists of approximately 135,300± square feet (SF), or approximately 3.106± acres. The site is irregular in shape, and has approximately 184.26± linear feet (LF) of frontage along the east side of Old Missouri Road.

The topography of the site is undulating to gently sloping. Soil and subsoil conditions are assumed adequate for building construction. The subject property is not located within the 100-year flood zone.

Typical city utilities are available at, or in close proximity to the site. No adverse easements or encroachments were noted on the inspection.

The subject property is zoned R-1, Low Density Residential.

The estimated 2001 property tax, due by October 10, 2002, was $1,239.77.

The site is improved with a 1± story, single-family residential dwelling. The dwelling, based on Assessment Records, contains approximately 2,770± SF. At the date of inspection, the dwelling appeared to be in average condition. Only a cursory inspection of the exterior of the building improvements was performed as, in our opinion, the building improvements are not adversely affected by the proposed acquisition.

Site improvements included a concrete driveway, concrete walkways, chain link fencing, etc.

The City of Fayetteville is proposing to acquire approximately 1,815± SF (0.04± acre) of the subject site for the widening of Old Missouri Road. The acquisition is located in the west part of the site. In addition to the right-of-way acquisition, the City of Fayetteville is also acquiring a temporary construction-grading easement, 10' in width, immediately adjacent to the east of the right-of-way acquisition. The size of the temporary construction-grading easement is approximately 1,944± SF (0.04± acre). It appears that a few trees, part of the chain link fencing and part of the concrete driveway are located within the acquisition area. It appears subject mailbox (brick) is located within the existing right of way. The residential dwelling is located in the east part of the site, which appears to be the optimum location for the structure. There are numerous trees scattered throughout the site. In our opinion, the few trees located within the acquisition area do not provide any additional contributory value to the overall site value. The trees appear to be a mixture of small to large soft and hardwoods. The mailbox was not considered due to its location within the existing right of way.

The remainder property will contain approximately 133,485± SF (3.066± acres). The building improvements are located on the remaining property. The remainder is considered to have adequate frontage along Old Missouri Road, and the size and layout are considered adequate for residential utilization.

AREA OF WHOLE: 135,300± SF (3.106± acres)

AREA OF REMAINDER: 133,485± SF (3.066± acres)

AREA OF ACQUISITION: 1,815± SF (0.04± acre) in permanent right-of-way and 1,944± SF (0.04± acre) in temporary construction-grading easement.

LEGAL DESCRIPTION (Property): Attached

LEGAL DESCRIPTION (Acquisition): Attached

BASIS FOR LAND VALUE ESTIMATE: Land sales in the subject area were utilized in estimating the market value of subject both "before" and "after" the acquisition. These sales are summarized later in this report.

ESTIMATED MARKET VALUE OF THE PROPERTY
AS OF
April 5, 2002

BEFORE:		
Land	$ 87,900	
Improvements	Not Considered	
Total		$ 87,900
AFTER:		
Land	$ 86,800	
Improvements	Not Considered	
Total		$ 86,800
Value of Acquisition (Land)		$ 1,100
Value of Concrete Driveway		150
Value of Temporary Construction Easement		100
Total Estimated Damage To Market Value		$ 1,350

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The preceding values are contingent upon the City of Fayetteville, at their expense, putting the fencing, concrete driveway and land within the temporary construction easement back to as near original condition as possible. The preceding values are also contingent upon the City of Fayetteville, at their expense, moving and reinstalling any fencing with the right of way acquisition.

The reader is referred to additional assumptions and limiting conditions appearing later in this report.

Respectfully submitted,

Joe Morrison, CG0872

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

SALES COMPARISON APPROACH:

The comparable land sales used in this appraisal are as follows:

Sale No.	1	2	3
Location	West of Elizabeth Ave., West of the intersection of Elizabeth Ave. & Meadowcliff Dr., Fay.	N. side of Lawson Ave., North of the intersection of Lawson Ave. & Vandeventer Ave., Fay.	S. side of Halsall St., West of Cross Ave., Fay.
Grantor/ Grantee	Brown/Cavwood Co., LLC	Adams/Cook & Tompkins	Archer/Adams
Sale Date	03/30/01	12/21/01	01/07/02
Recorded	#01-034385	#01-170089	#02-003852
Zoning	R-1	R-1	R-1
Size	170,236± SF	95,700± SF	49,945± SF
Shape	Rectangular	Rectangular	Rectangular
Utilities	Typical City	Typical City	Typical City
Topography	Undulating to Sloping	Undulating to Sloping	Undulating to Sloping
Sale Price	$75,000	$55,000	$61,000
Price Per SF	$.44/SF	$.57/SF	$1.22/SF
Verified	Public Records & MLS	Public Records & MLS	Public Records
Use	Excess acreage for existing residence	Residential	Residential

Based upon the preceding sales, it is our opinion the indicated per square foot (SF) value for subject in the "before" analysis was:

$0.65

135,300± SF @ $0.65 = $ 87,945

Say $ 87,900

Utilizing the same sales in the "after" analysis, it is our opinion the indicated per square foot value for subject was:

$0.65

133,485± SF @ $0.65 = $ 86,765

Say $ 86,800

The estimated value of the temporary construction easement was $100 (1,944± SF @ $0.65 @ 10% = $126, say $100). Ten percent reflects the estimated annual return on the lease of residential land in the subject Market Area for a one-year term.

Concrete driveway within the right-of-way acquisition was valued at $150.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the "market value" of the subject property, "before" and "after" the acquisition, as of the effective date.

INTENDED USE: The clients intended use of this report is as a basis for determining just compensation due the property owner(s) as a result of the proposed acquisition of an 1,815± SF (0.04± acre) permanent right-of-way easement and a 1,944± SF (0.04± acre) temporary construction-grading easement by the City of Fayetteville, in connection with the widening of Old Missouri Road. The intended users of this report are the City of Fayetteville, Arkansas, "and/or their assigns."

PROPERTY RIGHTS APPRAISED: Fee Simple Estate; Easement

EFFECTIVE DATE: April 5, 2002

DATE PREPARED: April 9, 2002

SCOPE OF THE WORK: The "Appraisal Process" or "Valuation Process" was followed in estimating the market value of the subject property. In our opinion, the building improvements are not adversely affected by the proposed acquisition. The assignment basically involves the appraisal of subject land only, both "before" and "after" the acquisition. Therefore, only the Sales Comparison Approach was considered applicable in the valuation process. This report represents a Complete Appraisal Analysis reported in a Summary format.

The legal description and site size were obtained from data provided by the client. The acquisition size was also estimated based on data provided by the client. The history and property tax data were obtained at the Washington County Courthouse.

The highest and best use of the property was projected based upon location, physical characteristics, zoning, etc. Comparable land sales were researched for use in the Sales Comparison Approach and are included in this report.

HIGHEST & BEST USE:

Residential	BEFORE	-	Single-Family
Residential	AFTER	-	Single-Family

EXPOSURE TIME: Based upon an analysis of comparable sales and market conditions, we would estimate an exposure time for this property of one year, or less.

DISCUSSION OF SEVERANCE DAMAGE: The term "severance damage" is often misunderstood, and it is most important that no confusion exists as to the difference between severance damage and consequential damage. Severance damage is the loss in value of the remaining parcel after the taking as compared to the value of the remaining parcel before the taking, when it was considered as part of the whole. Severance damage, therefore, can arise only in the case of partial takings, that is, where there is a taking of a part of a larger parcel.

Where the taking is in easement form, the severance is of property rights only; but just because there is a physical severance, it does not follow, by itself, that severance damages have also been created to the remainder of the land.

In our opinion, no severance damage will occur as a result of the partial taking. The site was suited for residential purposes and will still be suited for such use after the acquisition.

DISCUSSION OF ENHANCED VALUE: Where the public use for which a portion of a person's land is taken so enhances the value of the remainder by local, peculiar, and special benefits that the remainder is more valuable than the whole was before the taking, the owner has received just compensation.

In our opinion, the value of the remainder has not been enhanced by the proposed acquisition.

HISTORY: Based upon an examination of Washington County public records, there have been no recorded, arms-length sales involving the subject property within the three-year period preceding the effective date of this report.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

*agent - WWT plant - / Town Center annual report.

A. CONSENT

1. **APPROVAL OF THE MINUTES.**
2. **TRAFFIC STUDY:** A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000, and approval of a budget adjustment.
3. **RODGERS WATER TANK:** A resolution awarding the engineering services contact for tank painting to McClelland Engineering in the amount of $31,481.00. the project includes the second Rodgers Tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.
4. **WATER MAIN REPLACEMENT:** A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.
5. **GREGG AVE.:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.
6. **POLICE GRANT:** A resolution accepting the award of the ~~Bulletproof Vests~~ Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

B. OLD BUSINESS

C. NEW BUSINESS

1. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

* Set back ord. (plans)
Budget adj policy ?
* Cash book.

From: Greg Boettcher
To: Woodruff, Heather
Date: 8/28/02 2:56PM
Subject: City Council Meeting Agenda for September 17, 2002

It is requested that the city council meeting for September 17, 2002 include a staff reports section at the start of the meeting, if agreeable with the Mayor. Under this heading would be the topic of "Update on status of wastewater improvements project by Program Manger, Jerry Sonderegger, Burns & McDonnell. The presentation would span 5-10 minutes and would include an overview of the work completed, the current status, the project schedule and the planned future actions.

thank you, Greg Boettcher

CC: Beavers, Jim; Broyles, Lana; Jurgens, David

Ark. Const
Soccer club
proposal -
Soccer complex
proposal
Sept 19 mtg.
12:00
Close
Swift

RECEIVED
SEP 04 2002
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of 9-17

FROM:

Yolanda Fields	Community Code Enforcement	Urban Development
Name	Division	Department

ACTION REQUIRED:
Approval of contract with Air Works, to install an HVAC System in the Yvonne Richardson Community Center.

COST TO CITY:

None	$104,194.00	
Cost of this Request	Category/Project	Category/Project Name
	$4,238.00	Public Facilities
Account Number	Funds Used To Date	Program Name
	$99,956.00	Comm. Dev.
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	9/4/02 Date	Internal Auditor	9/4/02 Date
City Attorney	9/4/02 Date	ADA Coordinator	Date
Purchasing Officer	9/4/02 Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of this contract.

Division Head	9-3-02 Date	Cross Reference
Department Director	9-3-02 Date	New Item: Yes
Administrative Services Director	Date	Prev Ord/Res #:
Mayor	Date	Orig Contract Date:

STAFF REVIEW FORM

Description: Approval of a contract with Air Works.

Meeting Date _____

Comments:

Reference Comments:

Budget Manager

_____ _____

_____ _____

Accounting Manager

_____ _____

_____ _____

City Attorney

_____ _____

_____ _____

Purchasing Manager

_____ _____

_____ _____

Internal Auditor

_____ _____

_____ _____

ADA Coordinator

_____ _____

_____ _____

Grants Coordinator

_____ _____

_____ _____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Mayor and Council

THRU: Hugh Earnest, Urban Development Director

FROM: Yolanda Fields, Community Development Director

DATE: Sept. 3, 2002

SUBJECT: HVAC System – Yvonne Richardson Center

Background:

During the construction of the Yvonne Richardson Community Center (YRCC), funding was not available to air condition the gym area. The Southeast Community Center Board requested a HVAC system for the YRCC. Community Development Block Grant funding allocated internally for the expansion of the YRCC will be utilized for the HVAC system.

Current Status:

Council is being asked to approve a contract with Airworks a Division of Multi Craft Contractors, Inc., in the amount of $39,308.00 for the HVAC system.

Recommendation:

Staff recommends approval of this contract.

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:		Date:	Sep 3, 2002
P.O. Number:		Expected Delivery Date:	Sep 25, 2002

Vendor #: 4618	Vendor Name: Air Works, Div of Multi-craft	Mail: Yes____ No__XX_	
Address: 2300 Lowell Rd		FOB Point: Fayetteville	Taxable: NO
City: Springdale	State: AR	Zip: 72765	Ship To Code: 190
Requester: Don Hancock		*Requester's Employee#: 1117	Extension: 270

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Install HVAC System 240 E Rock St	1	Job	$39,308.00	$39,308.00	2180-4990-5390-24			
2									
3									
4									
5									
6									
7									
8									
9									
10									
	SHIPPING/HANDLING								

Special Instructions: _____

Subtotal:_____	$39,308.00
Tax:_____	NONE
TOTAL:_____	$39,308.00

pprovals: (Purchasing office use only)

layor:_____ Department Director:_____ Purchasing Manager:_____

dmin. Services Director:_____ Budget Coordinator:_____ Data Processing Mgr:_____

Richardson Center
A. 7. Page

BID PROPOSAL FORM

BID #: 81602

DATE ISSUED: August 19, 2002

DATE AND TIME OF OPENING September 3, 1:00 p.m.

BUYER
City of Fayetteville, AR. Community Development Section

PROJECT TO BE COMPLETED BY
October 31, 2002

F.O.B.
Fayetteville, AR.

BUYER'S PHONE #
(479) 575-8270

TOTAL BID PRICE
Dollars: $ 39,305.00

Written Amount: THIRTY-NINE THOUSAND, THREE HUNDRED-EIGHT & 00/100 DOLLARS

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Name of Firm: Air Works, a div. of MCC Phone # 479-751-7411

Complete Business Address: 2300 Lowell Rd.
Springdale, AR 72764

Authorized Signature: Rick Barrett Title: Pres.

Federal ID #: 710423846 Date:

This page must be return to the Community Code Enforcement Office in a sealed envelope. Envelope shall be marked with the project number, project address and contractors name and address on or before the Bid Closing date and time.

number of days from receipt of equipment and installation — 4 weeks

AIR WORKS
DIV. OF MCC INC.

2300 Lowell Road • P.O. Box 1760 • Springdale, AR 72765
Phone (501) 751-7411 • Toll Free (800) 781-7411 • Fax (501) 751-0316

FULL ONE YEAR WARRANTY
PARTS & LABOR

Your new air conditioner, heat pump and/or furnace is guaranteed to be free from defects due to mechanical malfunctions or substandard workmanship under normal use and maintenance for a period of one (1) year from the date of installation. The compressor part is covered by the manufacturer's warranty for five (5) years from the date of original installation. The heat exchanger part is covered by the manufacturer's warranty for ten (10) years from the date of original installation.

This warranty includes parts, labor, diagnostics, repairing, removal and disposal of defective parts, and installation of new parts for the first year. Other warranties are parts only. This warranty does not cover the cost of shipping, refrigerant, or equipment rental.

MAKE DESCRIPTION MODEL NUMBER SERIAL NUMBER

_____

_____

_____

_____

_____

_____

_____

Issued To: _____

Address: _____

Phone: _____

_____
Authorized Signature

_____
Date of Installation

United States Fidelity and Guaranty Company
Baltimore, Maryland
A Stock Company

USF+G INSURANCE

Bid Bond

Bond Number .....

Know All Men By These Presents:

That Airworks Division of Multi Craft Contractors, Inc. ..... of Springdale, Arkansas ..... as Principal, and **United States Fidelity and Guaranty Company**, a Maryland corporation, as Surety, are held and firmly bound unto City of Fayetteville, 113 W. Mountain Street, Fayetteville, Arkansas ..... as Obligee, in the full and just sum of 5% of Bid ..... Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal is herewith submitting its proposal

Upgrade electrical and install commercial grade HVAC System in the Yvonne Richardson Community Center, 240 E Rock St., Fayetteville, AR 72701

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered September 3, 2002
(Date)

Airworks Division of Multi Craft Contractors, Inc. (Seal)

(Seal)

Witness

UNITED STATES FIDELITY AND GUARANTY COMPANY

Attorney-in-fact

Debbie Kelm

Contract 11 (6-94)

Richardson Center
A. 7. Page 8

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22554

Certificate No. 829477

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin *(herein collectively called the "Companies")*, and that the Companies do hereby make, constitute and appoint

Fred Stone, Warren T. Baldwin, Jr., William Brookshire, Tabatha Moody, Debbie Kelm and Beth Richardson

of the City of Springdale, State Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 23rd day of May, 2001.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

John F. Phinney

JOHN F. PHINNEY, Vice President

Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 23rd day of May, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.

86203 Rev. 7-2000 Printed in U.S.A.

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Rebsamen Insurance/SPD
4706 S. Thompson, Suite 101
Springdale AR 72764
(501) 756-1400

THIS CERTIFICATE IS ISSUED AS A MA
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Airworks Division of Multi-Craft Contractors, Inc.
P. O. Box 1760
2300 Lowell Rd.
Springdale, AR 72765-1760

COMPANIES AFFORDING COVERAGE

COMPANY A: St. Paul Mercury Insurance Co.
COMPANY B: National Surety Corporation
COMPANY C: St. Paul Fire & Marine Ins. Co
COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT [X] Per Project Limit [X] Contractual Liab.	KK09101654	9/01/02	9/01/03	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS-COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 10,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	KK09101654	9/01/02	9/01/03	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	XYZ00075453290	9/01/02	9/01/03	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	WVK9101979	9/01/02	9/01/03	[X] WC STATUTORY LIMITS [ ] OTHER	
					EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EA EMPLOYEE	$ 1,000,000
C	OTHER Installation Floater Special Causes of Loss	IM09102640	9/01/02	9/01/03	$50,000 per job location $10,000 in transit $10,000 temporary storage site $1,000 deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: BID for upgrading electrical and installing commercial grade HVAC System in the Yvonne Richardson Community Center, 240 E Rock St., Fayetteville, AR 72701

CERTIFICATE HOLDER

City of Fayetteville
Community Code Enforcement
Community Development Section
113 W. Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debbie Kelm Debbie Kelm

© ACORD CORPORATION 1988

ACORD 25-S (1/95)

CERTIFICATE: 141/001/ 00466

EQUAL HOUSING OPPORTUNITY

City of Fayetteville
Community Code Enforcement
Community Development Section
113 W. Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

INVITATION TO BID

DATE ISSUED: August 19, 2002

PROJECT COORDINATOR: Mike Green
Green Anderson Engineers Inc.
2233 N. Green Acres Rd.
Fayetteville, Arkansas 72703
Phone (479) 442-4682, FAX (479) 442-0413

RECEIPT OF BIDS: Tuesday, September 3, 2002, 1:00PM
Community Code Enforcement
125 West Mountain Street
Fayetteville, Arkansas 72701

SCOPE: Single contract for upgrading electrical and installing a commercial grade Heating Ventilation & Air Conditioning (HVAC) System in the Yvonne Richardson Community Center.

PROJECT NUMBER: 81602

PROJECT ADDRESS: Yvonne Richardson Community Center
240 E Rock St., Fayetteville AR.72701.
Ph. (479) 444-3461

COMPLETION DATE: October 31, 2002

CITY OF FAYETTEVILLE: Is an affirmative action/equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: Any questions shall be directed to the project coordinator Mike Green.

Green Anderson
ENGINEERS, Inc.
2233 N. Green Acres Rd. Fayetteville, Arkansas 72703, Phone (479) 442-4682 / FAX: (479) 442-0413

LETTER OF TRANSMITTAL

ATTENTION: Don Hancock
COMPANY: City of Fayetteville

PROJECT: Yvonne Richardson Ctr HVAC
PROJECT #: 2057 DATE: 8/16/02

We are Sending You:

☐ Attached Via delivered ☐ Under Separate Cover Via

☒ Drawings ☒ Specs ☐ Report / Booklet ☐ Letter
☐ Submittals ☐ Reproducible ☐ Copies ☐ Originals
☐ Report ☐ Electronic Files ☐ Preliminary
☐ Final ☐ Design Development ___ % Complete Progress

Copies:	Date:	Number:	Description:
	8-16-02		Mech/Elect Specs and Index
		ME1	Utility Site Plan
		ME2	Mechanical/Electrial Plan (full size & 11 x 17)

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit

☒ For your use ☐ Approved as noted ☐ As requested

☒ For your review & comment

Remarks:

Copy to: file

Signed: Randy Burnett

Document2

SPECIFICATIONS INDEX
YVONNE RICHARDSON CENTER
HVAC ADDITION

DIVISION 15 - MECHANICAL

Section 15010	General Mechanical Requirements
Section 15240	Vibration Isolation
Section 15250	Mechanical Insulation
Section 15781	Packaged /Cooling unit
Section 15890	Low Pressure Ductwork and Accessories

DIVISION 16 - ELECTRICAL

Section 16010	General Electrical Requirements
Section 16110	Raceways
Section 16120	Wires and Cables
Section 16170	Disconnect Switches
Section 16421	Underground Electrical Services
Section 16450	Grounding
Section 16476	Fuses

YVONNE RICHARDSON CENTER
HVAC ADDITION

GENERAL MECHANICAL REQUIREMENTS
SECTION 15010

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Comply with the Conditions of the Contract, General and Supplementary Conditions, and any other applicable requirements contained herein or issued under separate cover.

B. Perform other work related to or necessary for the mechanical installation in accordance with the applicable Specification Division or Section contained herein.

C. In Mechanical Specification Sections, items under "RELATED WORK" are listed for convenience only and are not guaranteed to be a complete listing of all applicable work.

1.02 CODES, REGULATIONS AND STANDARDS:

A. Comply with the latest edition of applicable codes including the following:

1. Standard Building Code
2. Arkansas State Plumbing Code
3. Life Safety Code (NFPA 101)
4. National Electrical Code (NFPA 70)
5. Arkansas State Fire Prevention Code

B. Comply with applicable Regulations as amended, including the following:

1. Arkansas State Department of Health Regulations
2. 1994 Arkansas Rules and Regulations for Energy Efficiency Standards for New Building Construction
3. Arkansas Department of Labor Regulations
4. Occupational Safety and Health Act (OSHA)
5. Utility Company Regulations and Requirements
6. Other State and Federal Laws and Regulations
7. Local Ordinances

C. Furnish products and perform installation conforming to the latest accepted Standards published by the following organizations:

1. Underwriter's Laboratories, Inc. (UL)
2. National Fire Protection Association (NFPA)
3. National Electrical Manufacturer's Association (NEMA)
4. American Society of Testing Materials (ASTM)
5. American National Standards Institute (ANSI)
6. Air Movement and Control Association (AMCA)
7. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
8. American Society of Mechanical Engineers (ASME)
9. American Water Works Association (AWWA)
10. American Refrigeration Institute (ARI)
11. Midwest Insulation Contractors Association (MICA)

YVONNE RICHARDSON CENTER
HVAC ADDITION

12. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
13. Insurance Service Office (ISO)
14. Factory Insurance Association (FIA)
15. Factory Mutual (FM)
16. National Environmental Balancing Bureau (NEBB)
17. Associated Air Balance Council (AABC)

D. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.

1.03 ADMINISTRATIVE FEES:

A. Obtain and maintain all necessary licenses, permits and inspections and pay all fees including taxes and penalties, if any, required by the Administrative Authority. Refundable deposits will be paid by the Owner.

1.04 PRE-CONSTRUCTION SUBMITTALS:

A. Submit for approval, Manufacturer's technical data sheets including performance specifications for all equipment and air devices shown on the schedules. Also provide data on all system accessories and all materials. Include all piping, ductwork and insulation materials. Accessories to be submitted on shall include valves and all piping accessories, and all duct accessories including extractors, turning vanes, control dampers and balancing dampers.

B. Submit for approval, Contractor's original Shop Drawings of all assemblies of manufactured items including control diagrams. Submit all items called out in individual sections, in addition to those called for in t section.

C. Indicate all pertinent dimensions on scale drawings necessary for clarity and or coordination of the installation between trades.

D. Provide complete electrical data and wiring diagrams.

E. Make Submittals on all work contained in Division 15, Mechanical at one time except by special permission.

F. Bind Submittals in durable cover(s) with contents conveniently organized and properly indexed with index tabs.

G. Obtain approval on product manufacturers not specifically named prior to making submittals.

H. Each Mechanical Section contains a listing of required Submittals only for convenience.

I. Submit for approval a schedule of nameplates and manufacturer's data sheets and Shop Drawings on special supports and seals.

J. Provide performance data on all substituted items to demonstrate equality to those scheduled. Include all sound level, rpm, velocity and other data as it is applicable.

K. Submit proposed changes in ducts, pipes or equipment lay out before ordering or fabrication as stated below under "Intent".

YVONNE RICHARDSON CENTER
HVAC ADDITION

.05 INTENT:

A. It is intended that the Contractor provide a complete and operating mechanical system including all incidental items, and connections necessary for proper operation or customarily included even though each and every item may not be indicated.

B. The Drawings indicate the general layout requirements for equipment, fixtures, piping, ductwork, etc. Final layout will be governed by actual field conditions with all measurements verified at the site. Contractor shall verify that all equipment, ducts, pipes and all other components will fit in the space provided before fabrication or ordering. Contractor shall submit any proposed changes to the Engineer for approval before ordering or fabrication.

C. It is intended that the mechanical installation be safe, reliable, energy efficient, and easily maintained with adequate provisions allowed for access to equipment.

D. It is intended that the mechanical system operate quietly with noise levels below the criteria recommended for the application by ASHRAE. Provide corrective action as required to reduce objectionable noise or vibration.

PART 2 - PRODUCTS

2.01 PRODUCT REQUIREMENTS:

A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.

B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.

C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.

2.02 PRODUCT HANDLING:

A. Store products in the original containers and shelter in a suitable environment at an approved location. Make readily accessible for inspections and inventory accounting.

2.03 PRODUCT SUBSTITUTIONS:

A. For products specified by generic reference standard, select any product meeting such standard.

B. For products specified by naming one or more products or manufacturers, select any named. Submit request, in writing, for substitution of any product or manufacturer not specifically named and obtain approval at least five working days prior to bid date.

C. Provide all information required to support claim of "equality" of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance, and ease of maintenance to the specified product or manufacturer.

D. Where approved product substitutions alter the design, space requirements, electrical requirements, connections, or etc., include all work necessary to provide a complete installation of quality equal to or better than that which would have been achieved with products or manufacturers as specified.

YVONNE RICHARDSON CENTER
HVAC ADDITION

2.04 MECHANICAL IDENTIFICATION:

A. Identify each major component as to manufacturer's name, address, model number, serial number, and pertinent ratings on a durable plate attached to the component in a conspicuous place.

B. Identify each major component as it is named on the Drawings or referred to herein with engraved nameplates made from laminated plastic sheets.

1. Furnish with white letters on black background except for other color coded requirements.
2. Provide appropriate size nameplates with information easily readable.
3. Submit for approval, a schedule of nameplates to be affixed to each major component.
4. Attach nameplates with approved adhesive on factory baked enameled surfaces only. Attach nameplates with proper screws on field painted and all other surfaces.

C. Identify outdoor underground lines with continuous strip of plastic utility marker tape as manufactured by Seton stating at regular intervals "CAUTION (state utility) PIPE BELOW." Install one foot directly above pipe before backfilling to grade.

2.05 ANCHORS:

A. Size anchors for minimum safety factor of two times recommended load. Use only corrosion resistant materials.

B. In new concrete, use malleable iron inserts set prior to pouring concrete.

C. In existing concrete or solid masonry, use Phillips "Redhead" expansion shields or Elcen self drilling expansion shields. Use power driven fasteners only for light loads and with specific approval.

D. In hollow masonry, use steel toggle bolts.

E. On structural steel, use approved beam clamps or direct weld.

F. In wood, use wood screws or lag screws or through bolt with nuts and washers.

G. In sheet metal, use self tapping sheet metal screws or machine bolts with washers and nuts.

H. In bar joists, use hanger rod between bottom angles secured with washers and nuts.

2.06 HANGERS AND SUPPORTS:

A. Generally, support piping in accordance with ANSI B31.1 and support ducts in accordance with SMACNA duct construction standards.

B. Support horizontal steel and copper pipe as follows:

1. For pipe sizes 2" and smaller, use adjustable wrought steel ring or clevis hanger spaced at 5 feet on center with 3/8" steel hanger rod.
2. For pipe sizes 2-1/2" through 4", use adjustable wrought steel clevis spaced at 10 feet on center with

5/8" steel hanger rod.

3. Support high temperature pipe with pipe roller hangers to allow for expansion.

C. Support cast iron soil pipe 4" and smaller with adjustable wrought steel ring or clevis hanger spaced at 5 feet on center with 5/8" steel hanger rod.

D. Support PVC pipe with approved hangers at 4 feet on center.

E. Provide trapeze hangers consisting of steel angles or channels with spacers and steel hanger rods for multiple piping or duct runs.

F. Provide copper plated hangers if in contact with copper piping.

G. Provide 18 gauge galvanized saddles for insulated pipe and size hanger to accommodate pipe and insulation.

H. Use steel riser clamps for vertical piping support through floors. Provide steel bracket and wrought steel clamp for support from walls.

2.07 CONCRETE BASES:

A. Provide concrete bases for floor mounted equipment indicated on the Drawings and all exterior equipment mounted on grade. Use proper cement-sand mix to achieve strength of 3000 psi after 28 days.

B. Provide steel reinforcing bars as required and provide proper ties and support during pouring.

C. Establish sizes of bases required to accommodate equipment. Generally, make bases extend 3" larger than equipment.

D. Provide properly sized anchor bolts held in position with templates. Where anchor bolts cannot be held in sufficient alignment, provide adjustable bolts in pipe sleeves.

E. Prior to pouring, set steel re-bar dowels in holes drilled in existing slab for proper anchorage of base. Install near each corner and at other intervals not to exceed 24 inches.

F. Trowel finish and rub smooth. Form edges with 3/4" chamfer.

G. Grout bases for pumps and other vibrating equipment with non-shrink grout.

2.08 SLEEVES:

A. For pipes or round ducts through dry floors above grade or interior walls, form sleeves with 18 gauge galvanized sheet metal. Sleeves are not required in non fire rated dry wall construction nor slab on grade.

B. For pipes through outside walls, firewalls, concrete beams, footings or potentially wet floors, provide schedule 40 galvanized steel pipe sleeves. Provide integral waterstop in outside wall sleeves.

C. For rectangular ducts through walls or floors, form sleeves with steel angles or channels or galvanized sheet metal.

D. Extend sleeves through floors one inch above floor and seal watertight. For core drilled penetrations in

existing floors, provide one inch angle rings set in sealant in lieu of sleeves. Make wall sleeves flush w wall.

E. Size sleeves to allow for movement due to expansion and to provide for pipe insulation run continuous through sleeves.

F. Where pipes or ducts pass through sleeves, completely fill space with insulation or approved fire barrier materials. Provide tight fitting escutcheon plates on both sides of wall sleeves as follows:

1. Galvanized sheet metal caps for ducts.
2. Galvanized or cad plated plates for pipes in mechanical spaces or unfinished areas.
3. Chrome plated brass for pipes in finished areas.

2.09 FLASHING AND SEALS:

A. Where piping penetrates outside walls, make watertight with approved sealant or provide modular rubber seal designed for the purpose.

PART 3 - EXECUTION

3.01 MANUFACTURER'S DIRECTIONS:

A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.

B. In case of conflicting requirements between the manufacturer's directions and the Contract Docume obtain instructions before proceeding with the work.

3.02 INSPECTIONS:

A. Arrange with the Administrative Authority for inspections of all work required and obtain approval prior to concealing or proceeding with the work.

B. Give adequate notice before concealing any work for inspections by the Architect or Owner's representatives. Obtain instructions to proceed before concealing the work.

3.03 CLEANING:

A. Keep the premises clean and free from debris, dirt, etc.

B. Upon completion of the work, clean and polish all fixtures, equipment, etc.

C. All ductwork shall be sealed during construction to prevent construction dust from entering ductwork.

3.04 WORKMANSHIP:

A. Perform all work in accordance with the best practices of the trade and provide a "neat" installation by mechanics skilled in their respective trades and properly licensed.

B. Accurately install piping, ductwork, and other equipment, plumb, level, and true to line with runs parallel or perpendicular to building lines. Make bends or offsets uniform.

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C. Carefully perform all cutting, drilling, digging, etc., and patch or refinish the disturbed area to the condition of adjoining or similar surfaces in an approved manner. Do not cut any structural member without specific approval. Do not cut any electrical or mechanical lines that may be concealed.

D. Conceal piping, ductwork, etc. in chases, furrings, or above ceilings unless indicated otherwise. Flush mount equipment required in finished walls where possible.

E Coordinate with other trades work and install all work so that all systems and components can be easily maintained and can be removed for replacement in the future.

E. Provide access to all equipment. Do not locate components that must be serviced, maintained, or replaced above hard ceilings. Where these components absolutely must be above hard ceilings or in side walls, provide access doors equal to Acudor 5050. Provide fire rated access doors equal to Acudor FW5050 in fire rated ceilings or walls.

3.05 FLAME AND SMOKE CONSIDERATIONS:

A. In ducts or other enclosures used for transporting environmental air, including return air plenums above ceilings, use only products conforming to NFPA and UL composite classifications not exceeding 25 for flame spread and 50 for smoke developed ratings. This requirement applies to all materials including adhesives, finishes, etc.

B. Completely seal penetrations through fire and/or smoke rated walls, ceilings, floors, or other barriers for the passage of piping, ductwork, etc. with a UL listed material to preserve the fire/smoke rating of the barrier.

C. Provide approved fire dampers in air ducts penetrating fire barriers requiring a fire construction rating one hour or greater. Maintain access to fire damper fusible link.

3.06 FAN SHUTDOWN CONTROLS:

A. Provide smoke detector in the return of units below 2000 CFM. The detector shall be installed prior to mixing with outside air. Provide smoke detector in supply of units greater than 2000 CFM. If the entire area served by the unit is not protected by smoke detectors, then provide a smoke detector in the return also of units greater than 2000 CFM. The smoke detectors shall shut the unit down.

B. If the building contains a fire alarm system, the smoke detectors shall also signal the fire alarm panel. If the building does not contain a fire alarm system, then provide remote indicators in a readily visible location.

C. Mechanical contractor shall install the smoke/fire detector in the ductwork as appropriate.

3.07 COORDINATION:

A. Coordinate the mechanical work with the work of related trades to avoid interference's. Determine the exact route of piping and ductwork prior to fabrication and the exact location of each outlet and equipment connection prior to installation.

B. Study the existing Architectural, Structural, Mechanical and Electrical systems and compare to actual site conditions and constraints. In case of conflicts or interference, obtain clarification or instructions before performing any work.

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C. Piping or equipment requiring slope or specific mounting elevations will generally have right of way over products whose elevations can be changed.

D. Carefully plan the sequence of work as required to minimize disruptions and installation time.

3.08 EQUIPMENT CONNECTIONS:

A. Make all required utility connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.

B. Connect overflows, relief discharges, blowdowns, drain valves, etc. with approved piping and extend to floor drains or other approved discharge points.

C. Make all electrical connections to equipment including power supply and control wiring in accordance with Division 16, Electrical.

3.09 PROTECTION REQUIREMENTS:

A. Locate existing utility lines and adequately identify and protect during the execution of the work.

B. Protect public and private property against damage.

C. Protect all work including building finishes against damage due to dirt, water, chemicals, frost, heat, handling, theft, etc. Keep openings in piping and ductwork and equipment closed with suitable plugs or caps during installation.

D. Provide necessary warning devices, barricades, or coverings required for safety around moving parts, sharp objects or high temperature surfaces.

3.10 CHASES AND OPENINGS:

A. Provide templates or details for chases and other openings required through floors, walls, ceilings, etc. to accommodate piping or ductwork.

3.11 TRENCHING AND BACKFILLING:

A. Excavate bottoms of trenches to required depth and grade for proper slope with uniform and solid bearing for piping. Do not lay pipe on mud, rocks, or unstable soil. Remove unsuitable bearing material and backfill to proper depth with sand or other approved material. If limestone products are used, protect all copper piping from contact with the limestone using sealed insulation or approved sleeving material.

B. After piping has been satisfactorily leak tested and approved, backfill trench to a depth of one foot above top of pipe with sand or fine pea gravel. Install continuous strip of plastic "CAUTION" tape over pipe and sand. Use suitable material for remaining backfill to finished grade, tamped to 95% compaction.

C. Before beginning any trenching, locate and determine elevation of all affected piping. Verify that drain lines to be connected to are deep enough to allow sufficient slope before starting trenching.

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3.12 PAINTING:

A. Paint ductwork, piping, equipment, etc. exposed in finished areas to match adjacent surfaces as directed. Paint items flat black or as directed if visible through grilles or other openings.

B. Paint all exposed piping and equipment in mechanical spaces for uniform appearance or identification as directed.

C. Paint ferrous piping, equipment, hangers, etc. exposed outdoors or subject to rusting, with one coat primer and two coats of approved exterior enamel based paint.

D. Paint roof mounted and other outdoor equipment to uniformly match background or adjacent surfaces as directed.

3.13 LABELING

A. For any fresh air vents located on the roofs, the vents shall be properly marked with the word "intake" permanently attached to the vent.

3.14 TESTING, ADJUSTING, AND BALANCING:

A. After systems are completed and fully operational, perform Testing, Adjusting, and Balancing (TAB) in accordance with procedures recommended in ASHRAE Systems volume, AABC Standards, and NEBB Standards on the following systems:

1. Supply Air System
2. Return Air System
3. Outside Air System

B. Furnish all test equipment, tools and instrumentation required for TAB. Submit proof of calibration when required.

C. Before beginning TAB, submit forms to be used to the Engineer for approval or use the attached forms.

D. Adjust fan speeds, dampers, valves, and other controls to achieve design ratings. Balance each air device or valve to within plus or minus 10 percent of indicated flow rates. Perform TAB for each possible mode of operation.

E. Notify Engineer 24 hours prior to taking final readings and arrange for Engineer to be present for final readings.

F. Obtain and record all measurements required for final TAB report. Include at least the following data:

1. Running amperes and voltage at each motor 3/4 horsepower or larger. Indicate rpm and direction of rotation.
2. Air flow rates (cfm) at each supply air outlet, return and outside air intake.
3. Dry bulb air temperatures in each conditioned space and at entrance and exit of all coils with corresponding outside air temperature. Record refrigerant pressures at the same time.
4. Static pressures in each control zone relative to outdoors and across each fan, air filter, major component, and major duct run.

G. TAB shall be performed by a qualified TAB specialist approved by the Engineer.

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3.15 POST CONSTRUCTION SUBMITTALS:

A. Deliver special tools, lubricants, and other products necessary for proper operation and maintenance of the mechanical systems.

B. Deliver spare parts as called for under other Mechanical Sections contained herein or on the Drawings.

C. Submit Project Record Documents indicating all changes from the Contract Documents made during construction.

D. Submit Certificates of Final Inspections from the Administrative Authority.

E. Submit Operation and Maintenance Manuals covering all phases of equipment and systems provided. Include complete spare parts data with current prices and sources of supply. Include copy of manufacturing data sheets and shop drawings required in pre-construction submittals.

F. Submit extended warranties in excess of the standard one year warranty where required by other Mechanical Sections contained herein or on the Drawings.

G. Submit TAB report on approved record forms.

3.16 INSTRUCTIONS TO OWNER:

A. Provide competent instruction to Owner's personnel covering operation and maintenance of all mechanical systems. Provide specialized instruction by manufacturer's technical representatives when required.

END OF SECTION

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VIBRATION ISOLATION
SECTION 15240

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Vibration isolators

1.02 RELATED WORK:

A. Section 15781 Packaged Cooling Units

1.03 REFERENCE STANDARDS:

A. Provide and install mechanical equipment so that Average Noise Criteria Curves, as outlined in ASHRAE Guide, are not exceeded.

1.04 SHOP DRAWINGS:

A. Submit shop drawings in accordance with Section 15010.

B. Vibration isolation shop drawings shall show isolator locations, load on each isolator, inertia slab dimensions, and include installation instructions.

1.05 INSPECTION:

A. Provide inspection services by vibration isolation equipment and materials manufacturer's representative for final installation is in accordance with specifications and manufacturer's recommendations.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

A. Manufacturer and Type: Mason Industries.

B. Other Acceptable Manufacturers: Related Equipment Manufacturers.

C. Substitutions: Items of same function and performance are acceptable in conformance with Section 15010.

2.02 VIBRATION ISOLATORS:

A. Double deflection neoprene mounting shall have a minimum static deflection of 0.35". All metal surfaces shall be neoprene covered to avoid corrosion and have friction pads both top and bottom so they need not be bolted to the floor. Bolt holes shall be provided for these areas where bolting is required. On equipment such as small vent sets and close coupled pumps, steel rails shall be used above the mountings to compensate for the overhang. Mountings shall be type ND or rails type DNR as manufactured by Mason Industries, Inc.

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B. Spring type isolators shall be free standing and laterally stable without any housing and complete with 1/4" neoprene acoustical friction pads between the baseplate and the support. All mountings shall have leveling bolts that must be rigidly bolted to the equipment. Spring diameters shall be no less than 0.8 of the compressed height of the spring at rated load. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Submittals shall include spring diameters, deflections, compressed spring height and solid spring height. Mountings shall be type SLF as manufactured by Mason Industries, Inc.

C. Vibration hangers shall contain a steel spring and 0.3" deflection neoprene element in series. The neoprene element shall be molded with a rod isolation bushing that passes through the hanger box. Spring diameters and hanger box lower hole sizes shall be large enough to permit the hanger rod to swing through a 30° arc before contacting the hole and short circuiting the spring. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Submittals shall include a scale drawing of the hanger showing the 30" capability. Hangers shall be type 30N as manufactured by Mason Industries, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install vibration isolators for mechanical motor driven equipment.

B. Provide spring hangers for all suspended motor driven equipment.

C. Provide spring isolators for all motor driven equipment not located on slab on grade applications.

END OF SECTION

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HVAC ADDITION

MECHANICAL INSULATION
SECTION 15250

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Interior air duct accoustical/thermal liner

B Exterior duct wrap insulation

C. Refrigerant piping insulation

D. Cooling condensate drain insulation

1.02 RELATED WORK:

A. Section 15010 General Mechanical Requirements

B. Section 15890 Low Pressure Ductwork and Accessories

1.03 SUBMITTALS:

A. Submit Manufacturer's Data Sheets on each type of insulation to be used.

1.04 QUALITY ASSURANCE:

A. Perform installation in accordance with MICA, Commercial and Industrial Insulation Standards.

B. Follow manufacturer's directions on adhesive application, fastener spacing, etc.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Glass fiber type equal to Owens-Corning Fiberglass 23ASJ\SSL for 1/2" and greater thickness.

1. K-factor no greater than 0.24
2. Jacket permeance no greater than 0.02 perms.
3. Self sealing laps on longitudinal and transverse joints of all service jacket.
4. J-M "Zeston" PVC fitting covers over Fiberglass inserts for valves and fittings. Provide 25/50 flame/smoke rating when used in air plenums.

B. Acoustical Fiberglass interior duct liner with 1-1/2 lb. density and coated face. Meet UL 181 on erosion tests and NFPA 90A on flame/smoke rating.

C. Flexible Fiberglass exterior duct wrap equal to FRK-25.

1. K-factor no greater than 0.3.
2. 3/4 lb. density.
3. Foil reinforced kraft (FRK) vapor barrier.

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PART 3 - EXECUTION

3.01 INSTALLATION:

A. Provide aluminum sheet metal jacket over insulation exposed outdoors above grade. Use rivets and seal joints watertight.

B. Provide approved coating of mastic over piping insulation jackets installed underground and make waterproof and puncture resistant.

C. Insure surfaces are clean and dry prior to installing insulation.

D. Neatly finish insulation at hangers or other protrusion. Seal vapor barrier joints in duct wrap with FRK duct tape.

E. Ducts 18" upstream and 30" downstream from electric resistance and fuel burning heaters located within duct system will be wrapped externally with fiberglass duct wrap. (See Specification Section 15250, Mechanical Insulation Part 2-2.01-D)

F. All supply and return air systems installed in any unconditioned space shall be insulated with a minimum of 2" thickness, ¾ density wrap, or 1" thickness, 1-1/2 lb density liner.

3.02 INSULATION SCHEDULE: REFER TO DRAWINGS

END OF SECTION

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HVAC ADDITION

PACKAGED COOLING UNITS
SECTION 15781
H
PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Packaged cooling unit

B. Controls

1.02 RELATED WORK:

A. Section 15010 General Mechanical Requirements

B. Section 15890 Low Pressure Ductwork and Accessories

1.03 QUALITY ASSURANCE:

A. Meet the requirements of UL and applicable codes.

B. Test and rate cooling systems to ARI Standard 210.

C. Furnish units complying with ANSI Standards for safety and efficiency and certified by AGA for outdoor applications.

1.04 SUBMITTALS:

A. Submit Manufacturer's Data Sheets on each unit and all accessories to be furnished. Clearly indicate optional features to be furnished and all electrical requirements. Include detailed installation instructions and dimensions.

B. Submit Shop Drawings on special mounting arrangements if not included in standard installation instructions.

1. Submit extended warranties required herein.

1.05 WARRANTY:

A. Provide ten year unconditional parts warranty on heat exchangers.

B. Provide five year unconditional parts warranty on compressor units.

PART 2 - PRODUCTS

A. Units shall be products of a manufacturer who provides local service personnel from factory representative, franchised dealer, or certified maintenance service shop.

B. Acceptable manufacturers are Carrier , Trane, Lennox LG series and York.

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2.01 TYPE:

A. Units shall be self-contained, packaged, factory assembled and pre-wired, consisting of cabinet and frame, supply fan, heat exchanger, controls, motor starters, air filter, direct expansion cooling coil, compressor, condenser coil and fan.

2.02 CONSTRUCTION:

A. Cabinet: Steel with bonderized, baked enamel finish, access doors or removable access panels. Structural members shall be minimum 18 gage, with access doors or removable panels, minimum 20 gage.

B. Insulation: Neoprene coated glass fiber on surfaces where conditioned air is handled. Protect edges from erosion.

C. Supply Fan: Centrifugal type rubber mounted V-belt drive, adjustable variable pitch motor pulley, or multi-speed direct drive and rubber isolated hinge mounted motor. Complete fan assembly shall be isolated.

E. Air Filters: 2 inch thick 30% efficient disposable media in metal frames arranged for easy replacement.

2.03 EVAPORATOR COIL:

A. Provide copper tube aluminum fin coil assembly with galvanized drain pan and connection, capillary tubes, and expansion valve.

2.04 COMPRESSOR:

A. Provide hermetic compressor, 3600 RPM maximum resiliently mounted with positive lubrication, crankcase heater, high and low pressure safety controls, motor overload protection, and filter dryer.

B. Timed off circuit shall limit number of compressor starts to 12 per hour.

C. Provide capacity control by staging compressors (7-1/2 tons and above) or cycling the compressors (below 7-1/2 tons).

2.05 CONDENSER:

A. Provide copper tube aluminum fin coil assembly with sub-cooling rows.

B. Provide direct drive axial fans, resiliently mounted with fan guard, motor overload protection, wired to operate with compressor.

2.06 SUPPLY/RETURN CASING:

A. Dampers: On units below 5 tons capacity, provide manual outside air dampers for fixed outside air quantity.

B. Dampers: When scheduled, provide remote controlled outside air dampers with damper operator and remote rheostat for adjusting outside air quantity.

C. Economizer: On all units, provide outside and relief dampers with damper operator and control package to automatically vary outside air quantity. Outside air damper shall fail to closed position. Relief dampers may

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be gravity balanced. Relief dampers equal to Greenheck EM-30 (maximum face velocity not to exceed 1000 fpm) shall be field installed in return air duct for horizontal discharge unit only. Provide relief damper by unit manufacturer. Economizer shall automatically modulate return/outside air dampers to maintain 50°-55° supply air temperatures.

D. Gaskets: Provide tight fitting dampers with edge gaskets.

E. Damper Operator: 24 volt, spring return with motor.

F. Mixed Air Controls: Maintain selected mixed air temperature lock out compressor below approximately 57°F ambient, return dampers to minimum position above approximately 65°F ambient (adjustable).

2.07 OPERATING CONTROLS:

A. Provide low voltage, adjustable thermostat to control burner operation heater stages in sequence with delay between stages compressor and condenser fan, and supply fan to maintain temperature setting.

1. Include system selector switch (heat-cool-off) and fan control switch (on-auto).

B. When scheduled, provide programmable thermostat to maintain night thermostat setting, lock out refrigeration, and close outside air damper for night and unoccupied operation.

C. Provide smoke detector in the return of units below 2000 CFM The detector shall be installed prior to mixing with outside air. Provide smoke detector in supply of units greater than 2000 CFM. If the entire area served by the unit is not protected by smoke detectors, then provide a smoke detector in the return also of units greater than 2000 CFM. The smoke detectors shall shut the unit down. If the building contains a fire alarm system, the smoke detectors shall also signal the fire alarm panel.

PART 3 - EXECUTION

3.01 PACKAGED COOLING UNITS SCHEDULE:

A. Refer to plans for Schedule.

END OF SECTION

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LOW PRESSURE DUCTWORK AND ACCESSORIES
SECTION 15890

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Sheet metal ductwork including plenums

B. Air devices including louvers and dampers

D. Other duct accessories

1.02 RELATED WORK:

A. Section 15010 General Mechanical Requirements

B. Section 15250 Mechanical Insulation

1.03 SUBMITTALS:

A. Submit Manufacturer's Data Sheets on air devices, dampers, louvers, flexible duct, take-off fittings, and other manufactured items.

B. Submit Shop Drawings of ductwork layouts, fittings and air devices.

1.04 QUALITY ASSURANCE:

A. Fabricate ductwork in compliance with SMACNA Low Pressure Duct Standard and NFPA 90A.

PART 2 - PRODUCTS

2.01 SHEET METAL DUCTS:

A. Use galvanized steel lock forming quality with 1.25 ounces per square foot zinc coating on each side.

B. Use rivets or sheet metal screws for fasteners.

C. Use proper water and fire resistant sealant.

2.02 AIR DEVICES:

A. Furnish and install items as scheduled on the Drawings.

B. Provide ceiling mounted devices compatible with ceiling type.

C. Provide storm proof type louvers with heavy gauge wire mesh on outside. Field paint as directed.

D. Provide insulated low energy motorized shutter-dampers for large outdoor air intakes as scheduled.

2.03 DUCTWORK ACCESSORIES:

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A. Provide double thickness airfoil type turning vanes at all rectangular elbows. Perforated, internally insulated blades shall be used on ducts 20" and wider.

B. Provide 16 gauge galvanized steel balancing dampers with guadrants or adjustment rod and lock screw where required for proper TAB.

C. Fabricate splitter dampers of double thickness sheet metal with streamlined shape. Provide exterior adjustment rod and lock screw.

D. Provide flexible connections of neoprene coated flameproof fabric tightly crimped into metal edging strips. Attach to ductwork and equipment with sheet metal screws.

E. Provide access doors where required for maintenance and inspection. Fabricate of galvanized steel with gaskets and quick fastening locking devices. Provide double thickness insulated door in insulated ductwork.

G. When indicated on Drawings, provide type B fire damper of the curtain type with fusible link with 90% free area of duct. Select fusible link for 160°F. unless shown otherwise. Provide access doors at all fire dampers.

PART 3 - EXECUTION

3.01 FABRICATION:

A. Provide proper duct reinforcing with angles or cross breaks per SMACNA Standard, insulate per Section 15250.

B. Lap metal ducts in direction of air flow.

C. Make transitions gradually with divergence no greater than 30°.

D. Rigidly construct ducts with tight joints free from vibration, rattles, or air noise. Audible leaks shall be sealed with approved sealant.

E. Construct plenums of galvanized panels suitably reinforced and diagonally braced.

3.02 INSTALLATION:

A. Use flexible fabric connections at each fan and air handling device.

B. Verify locations required of outlets and make adjustments to coordinate with architectural features, lighting fixtures, etc.

C. Adjust air devices for proper throw distance and direction.

D. Provide at least either 2 lined, rectangular elbows or 15 feet of lined, rectangular, straight duct at the supply and return connection of all forced air units.

E. Seal all longitudinal and transverse joints with foil duct tape.

END OF SECTION

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GENERAL ELECTRICAL REQUIREMENTS
SECTION 16010

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Comply with the Conditions of the Contract, General and Supplementary Conditions, and any other applicable requirements contained herein or issued under separate cover.

B. Perform other work related to or necessary for the electrical installation in accordance with the applicable Specification Division or Section contained herein.

C. In Electrical Specification Sections, items under "RELATED WORK" are listed for convenience only and are not guaranteed to be a complete listing of all applicable work.

1.02 CODES, REGULATIONS, AND STANDARDS:

A. Comply with the latest edition of applicable codes including the following:

1. Standard Building Code
2. Life Safety Code (NFPA 101)
3. National Electrical Code NEC (NFPA 70)
4. State Fire Prevention Code

B. Comply with applicable Regulations as amended, including the following:

1. State Department of Health Regulations
2. Rules and Regulations for Energy Efficiency Standards for New Building Construction
3. State and Federal Department of Labor Regulations
4. Occupational Safety and Health Act (OSHA)
5. Utility Company Regulations and Requirements
6. Other State and Federal Laws and Regulations
7. Local Ordinances

C. Furnish products and perform installation conforming the latest accepted Standards published by the following organizations:

1. Underwriter's Laboratories, Inc. (UL)
2. National Fire Protection Association (NFPA)
3. National Electrical Manufacturer's Association (NEMA)
4. American Society of Testing Materials (ASTM)
5. American National Standards Institute (ANSI)
6. Institute of Electrical and Electronic Engineers (IEEE)
7. Insulated Power Cable Engineer's Association (IPCEA)
8. Certified Ballast Manufacturer (CBM)
9. Electrical Testing Laboratories (ETL)
10. Illuminating Engineering Society (IES)
11. Insurance Service Office (ISO)
12. Factory Insurance Association (FIA)
13. Factory Mutual (FM)
14. National Sanitation Foundation (NSF)
15. Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)

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D. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.

1.03 PERMITS AND ADMINISTRATIVE FEES:

A. Obtain and maintain all necessary licenses, permits and inspection certificates and pay all fees including connection fees, taxes and penalties, if any, required by the Administrative Authority. Refundable deposits will be paid by the Owner.

1.04 PRE-CONSTRUCTION SUBMITTALS:

A. Refer to each Electrical Section for a listing of required Submittals under that Section. Refer to Section entitled Shop Drawings, Product Data, and Samples for submittal procedure and requirements.

B. Submit for approval, Manufacturer's technical data sheets including performance specifications for all equipment, major materials, and other manufactured items. Obtain approval on product manufacturers not specifically named prior to making submittals.

C. Submit for approval, Contractor's original Shop Drawings of all assemblies of manufactured items including complete wiring diagrams. Indicate all pertinent dimensions on scale drawings necessary for clarity and for coordination of the installation between trades.

D. Bind Submittals in durable cover(s) with contents conveniently organized and properly indexed.

E. Make Submittals on all work contained in Division 16, Electrical, at one time except by special permission.

1.05 INTENT:

A. It is intended that the Contractor provide a complete and operating electrical system including all incidental items and connections necessary for proper operation or customarily included even though each and every item may not be indicated.

B. The Drawings indicate the general layout requirements for equipment, fixtures, conduit, devices, etc. Final layout will be governed by actual field conditions with all measurements verified at the site.

C. Conduit and wiring shown on the Drawings are diagrammatic unless noted otherwise, and are intended to indicate switching and branch circuit arrangements, phase balance, and general wiring connection requirements.

D. It is intended that the electrical installation be safe, reliable, energy efficient, and easily maintained with adequate provisions for access to equipment.

E. It is intended that the electrical system operate quietly with noise levels below the criteria recommended for the application by NEMA. Provide corrective action as required to reduce objectionable hum or vibration. Acoustically insulate between outlet boxes in common wall serving different rooms.

F. The Drawings indicate diagrammatically the number and function of the conductors required for the conduit routing as shown. The Contractor has the option of changing the routing or combining circuits in one conduit run, providing the installation does not interfere with work of other trades, the system functions as intended, the ampacity of the conductors is derated in accordance with the NEC, and none of the loads require a dedicated circuit or isolated ground. Indicate actual conduit routing and conductor arrangement on record drawings.

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G. Lighting and general purpose 20-ampere branch circuits may share a common neutral, provided each branch circuit is derived from a different phase leg. Isolated ground circuits and those served with ground fault circuit breakers must have their own neutral or isolated ground.

H. "Home runs" are indicated on the Drawings with arrows from the branch circuit outlets pointing in the general direction of the panelboards to which they connect, complete with the panelboard and circuit designations. Continue "home runs" to the designated panelboards as though the conduit runs were shown in their entirety.

PART 2 - PRODUCTS

2.01 PRODUCT REQUIREMENTS:

A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.

B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.

C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.

2.02 PRODUCT HANDLING:

A. Store products in the original containers and shelter in a suitable environment at an approved location.

B. Make products readily accessible for inspections and inventory accounting.

2.03 PRODUCT SUBSTITUTIONS:

A. For products specified by generic reference standard, select any product meeting such standard.

B. For products specified by naming one or more products or manufacturers, select any named. Submit request for substitution of any manufacturer not specifically named and obtain approval prior to bidding.

C. Provide all information required to support claim of "equality" of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance, and ease of maintenance to the specified product or manufacturer.

D. Where approved product substitutions alter the design, space requirements, electrical requirements, connections, cooling loads, or etc., include all work necessary to provide a complete installation of quality equal to or better than that which would have been achieved with products of manufacturers as specified.

2.04 PRODUCT APPLICATION:

A. Furnish products that are UL listed for their intended use and environment. For example, use only raintight products suitable for wet locations when installed outdoors or where indicated on the Drawings to be weatherproof (WP).

YVONNE RICHARDSON CENTER
HVAC ADDITION

PART 3 - EXECUTION

3.01 MANUFACTURER'S DIRECTIONS:

A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.

B. In case of conflicting requirements between the manufacturer's directions and the contract documents, obtain instructions before proceeding with the work.

3.02 INSPECTIONS:

A. Arrange with the Administrative Authority for inspections of all work required and obtain approval prior to concealing or proceeding with the work.

B. Give adequate notice before concealing any work for inspections by the Owner's representatives. Obtain instructions to proceed before concealing the work.

3.03 CLEANING:

A. Keep the premises clean and free from debris, dirt, and etc.

B. Upon completion of the work, clean and polish all fixtures, equipment, and etc.

3.04 WORKMANSHIP:

A. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.

B. Perform all work in accordance with the best practices of the trade and provide a "neat" installation by technicians skilled in their respective trades and properly licensed.

C. Accurately install conduit, and other equipment plumb, level, and true to line with runs parallel or perpendicular to building lines. Make bends or offsets uniform.

D. Carefully perform all cutting, drilling, digging, and etc., and patch or refinish the disturbed area to the condition of adjoining or similar surfaces in an approved manner. Do not cut any structural member without specific approval. Do not cut any electrical or mechanical lines that may be concealed.

E. Conceal conduit in chases, furrings, or above ceilings unless indicated otherwise. Flush mount equipment where shown in finished walls where possible.

3.05 FLAME AND SMOKE CONSIDERATIONS:

A. In ducts or other enclosures used for transporting environmental air, including return air plenums above ceilings, use only products conforming to NFPA and UL composite classifications not exceeding 25 for flame spread and 50 for smoke developed ratings, or install in conduit or approved enclosure. This requirement applies to all materials including signal cable insulation jackets, finishes, and etc.

B. Completely seal penetrations made through fire and/or smoke rated walls, ceilings, floors, or other barriers for the passage of conduit with a UL listed material to preserve the fire/smoke rating of the barrier.

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3.06 COORDINATION:

A. Coordinate the electrical work with the work of related trades to avoid interference. Determine the exact route of conduit prior to fabrication and the exact location of each outlet and equipment enclosure prior to installation.

B. Study the Architectural, Structural, Mechanical and Electrical Drawings, and Specifications including Shop Drawings and manufacturer's technical data sheets, and compare to actual site conditions and constraints. In case of conflicts or interference, obtain clarification or instructions before performing any work.

C. Piping or equipment requiring slope or specific mounting elevations will generally have right of way over conduit and other products whose elevations can be changed.

D. Carefully plan the sequence of work as required to minimize disruptions and installation time.

3.07 EQUIPMENT CONNECTIONS:

A. Make all required electrical connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.

3.08 PROTECTION REQUIREMENTS:

A. Locate existing utility lines and adequately identify and protect during the execution of the work.

B. Protect public and private property against damage.

C. Protect all work including building finishes against damage due to dirt, water, chemicals, frost, heat, hand[illegible] theft, and etc. Keep openings in conduit and equipment closed with suitable plugs or caps during installation.

D. Provide necessary warning devices, barricades, or coverings required for safety around exposed "live" parts or high temperature surfaces.

3.09 CHASES AND OPENINGS:

A. Provide templates or details for chases and other openings required through floors, walls, ceilings, and etc. to accommodate conduit.

B. Provide any necessary cutting or drilling for required openings, and patch and refinish as directed.

3.10 PAINTING:

A. Paint conduit, equipment, and etc. exposed in finished areas to match adjacent surfaces as directed.

B. Paint conduit flat black, or as directed, if visible through grilles or other openings.

C. Paint all exposed conduit and equipment on outside of building or in equipment rooms for uniform appearance or identification as directed.

D. Paint plywood backboards used for mounting equipment prior to installing equipment.

E. Touch-up scratches in factory finished surfaces with an approved paint to match the surface.

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HVAC ADDITION

3.11 TESTING AND ADJUSTING:

A. Test the completed electrical systems and prove free from short circuits, poor connections, and improper grounding.

B. Maintain on the premises a first class voltmeter, ammeter, milli-ohmmeter, and meggar insulation tester in proper calibration and provide test measurements as required.

1. Meggar all 600 volt rated wiring at 1000 volts minimum before applying power. Prove resistance in excess of 10 megohms.
2. Test metal conduit and grounds for continuity and prove resistance less than one ohm to farthest outlet from system ground.
3. Test system ground to earth per the NEC.

C. Align, adjust, calibrate, and test all systems to assure safe and proper operation.

D. Verify proper taps on motors and transformers for rated performance.

3.12 POST CONSTRUCTION SUBMITTALS:

A. Deliver special tools, and other products necessary for proper operation and maintenance of the electrical systems.

B. Deliver spare parts as called for under other Electrical Sections contained herein or on the Drawings.

C. Submit Project Record Documents indicating all changes from the Contract Documents made during construction.

D. Submit Certificates of Final Inspections from the Administrative Authority.

E. Submit Operation and Maintenance Manuals covering all phases of equipment and systems provided. Include complete spare parts data with current prices and sources of supply. Include copy of manufacturing data sheets and shop drawings required in pre-construction submittals.

F. Submit extended warranties in excess of the standard one year warranty where required by other Electrical Sections contained herein or on the Drawings.

G. Assemble all post construction documents for electrical system in 3-ring binder(s) with divider tabs labeled and properly indexed. Submit the number of sets and arranged as required by Architect.

H. Submit all closeout documents in accordance with Division 1 of these specifications.

3.13 INSTRUCTIONS TO OWNER:

A. Provide competent instruction to Owner's personnel covering operation and maintenance of all electrical systems. Provide specialized instruction by manufacturer's technical representatives when required.

3.14 USE OF EQUIPMENT:

A. The contractor shall not use the permanent electrical system for construction activity except by special permission.

B. If permitted, the contractor's use of any equipment shall not reduce warranty time specified for the equipme

C. If permitted, lamps, ballasts and other such items used during construction shall be replaced by the contractor prior to acceptance if used for more than 5% of their rated life.

3.15 GENERAL WARRANTY:

A. Warrant the electrical installation against defects in products and/or workmanship for a period of one (1) year from the date of substantial completion in accordance with architect's specifications.

B. Provide all labor, replacement parts, services, transportation, and incidental costs necessary for the proper operation of all electrical systems during the warranty period.

C. Make good any damage to the building or grounds or other equipment resulting from defects in products and/or workmanship during the warranty period.

END OF SECTION

YVONNE RICHARDSON CENTER
HVAC ADDITION

RACEWAYS
SECTION 16110

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Conduit and fittings

B. Seals

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16120 Wires and Cables

C. Section 16190 Supporting Devices

D. Section 16195 Electrical Identification

E. Section 16450 Grounding

1.03 SUBMITTALS:

A. Submit Manufacturer's data sheets on each manufactured assembly such as special fittings, modular seals, fire-stop material, and etc.

1.04 QUALITY ASSURANCE:

A. Use only materials that are UL listed for the application and that bear the UL label.

PART 2 - PRODUCTS

2.01 CONDUIT AND FITTINGS:

A. Rigid Metal Conduit (RMC):

1. Heavy wall steel pipe, hot dipped galvanized inside and out, and with ends factory threaded prior to galvanizing (except at terminations).
2. Use only steel or malleable iron fittings.
3. Use box connectors with "biting" type locknuts. Use insulated bushings where wire is larger than #8 AWG. Provide approved watertight hubs in wet locations.
4. Use threaded couplings or approved unions.
5. Use factory elbows, long sweep where possible. Provide watertight "LB" fittings with gasketed covers where required.

B. Electrical Metallic Tubing (EMT) (the term "conduit" also applies to EMT):

1. Zinc electroplated inside and out, and with threadless ends.
2. Use set screw type fittings where concealed in walls, ceilings, etc., and use watertight and concrete

tight gland and ring compression fittings where exposed or in concrete.

3. Use box connectors with "biting" type locknuts. Use insulated bushings where wire is larger than #8 AWG.

C. Non-metallic Conduit (NMC):

1. Schedule 40 polyvinyl chloride (PVC) electrical conduit with smooth straight ends.
2. Use couplings and connectors of same material as conduit, and joined with solvent-cement specifically manufactured for the purpose.
3. Use only RMC or IMC elbows with PVC-NMC adapters. PVC-NMC elbows are not acceptable unless specifically allowed on the Drawings.
4. Use PVC-NMC box connectors only where allowed, such as for floor boxes.

D. Liquidtight Flexible Metal Conduit (LFMC):

1. Electroplated steel tubing with extruded PVC jacket equal to "sealtight."
2. Use steel or malleable iron LFMC box connectors with insulated throats and a threaded grounding cone.

2.02 SEALS:

A. Where conduit penetrates outside walls, make watertight with approved sealant or provide modular rubber seal designed for the purpose.

B. Use conduit sealing compound equal to "Ductseal" or use approved modular sealing fittings to seal between conductors and conduit where conduit passes from warm to cold spaces, as well as from the outside.

C Use 3M "Fire Barrier" or non-shrinking grout to seal between the conduit and sleeve through fire/smoke barriers.

PART 3 - EXECUTION

3.01 CONDUIT APPLICATIONS:

A. Use RMC for the following applications:

1. Above grade and exposed outdoors
2. Wet locations
3. Risers from under slab or underground, including underground elbows
4. Locations subject to mechanical injury.

B. Use EMT for above ground, inside, dry locations not subject to mechanical injury.

C. Use NMC for underground or under slab only.

D. Use LFMC for the final connection to motors, transformers and other adjustable or vibrating equipment exposed in finished areas or installed in wet or damp locations.

3.02 INSTALLATION:

A. Size raceways for the number, AWG, and type of conductors to be installed therein in accordance with th

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HVAC ADDITION

NEC, but no smaller than ¾" for homeruns and ½" for branches.

B. Install conduit in standard 10 foot lengths except where a shorter section is required. Make required field cuts square and ream until all burrs are removed. Field cut threads required for RMC and IMC shall be coated with a high zinc dust content galvanizing repair compound with high electrical conductivity.

C. Make field bends in EMT with an approved bending machine or device, and make free from kinks, dents, or flattened surfaces. Field bends in RMC or IMC are not allowed. Do not exceed 90° in any individual bend nor exceed 360° of total bends or elbows in any one conduit run.

D. Maintain at least 6 inches clearance between conduit and hot piping or equipment.

E. Where conduit crosses a building expansion joint, provide a junction box on each side of the joint and connect with a slack section of FMC, or provide approved expansion fitting with integral ground jumper.

F. The Drawings indicate diagramatically branch circuits and feeders required. Install conduit runs to accommodate the wiring requirements.

3.03 EMPTY CONDUIT SYSTEMS:

A. Where indicated on the Drawings, provide empty conduit of types as specified herein for future installation of wire or cable.

B. Leave fish wire or rope in conduit with proper labels attached.

END OF SECTION

YVONNE RICHARDSON CENTER
HVAC ADDITION

WIRES AND CABLES
SECTION 16120

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Power wiring and connectors, 600 volts or less

B. Control and signal wiring and connectors

C. Miscellaneous materials

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16110 Raceways

C. Section 16450 Grounding

1.03 SUBMITTALS:

A. Submit Manufacturer's data sheets for each type of wiring connector proposed for use.

PART 2 - PRODUCTS

2.01 POWER WIRING AND CONNECTORS:

A. Use single conductor annealed copper with 600-volt code type THHN or dual rated THHN/THWN insulation unless noted otherwise. Use type XHHW stranded copper wire for isolated power systems when indicated.

B. Minimum wire size is #12 AWG. Where developed distance from panelboard to first outlet exceeds 65 feet, increase minimum size to #10 AWG.

C. #12 and #10 AWG wire used for lighting, receptacles, and other non-vibrating equipment may be solid conductor. All other wiring including wiring connecting to motors, transformers, and special grounding systems shall be stranded conductor.

D. Make splices required in #12 and #10 AWG solid conductor wire with insulated "Scotchlok" connectors.

E. Make splices in all wire required to be stranded with approved crimp-on or bolted pressure connectors with snap-on or bolt-on insulated caps.

F. The voltage and temperature ratings of the connector insulator shall be at least equal to that required of the conductor insulation.

G. Furnish wire with color coding conforming to the following:

Conductor	250V or Less
Phase A	Black
Phase B	Red

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Phase C	Blue
Neutral	White
Ground	Green

Color coding may be solid or striped-colored insulation. Colored plastic tape may be used at terminations on #8 AWG and larger conductors with black insulation.

2.02 CONTROL AND SIGNAL WIRING AND CONNECTORS:

A. Use stranded annealed copper conductors with insulation suitable for the purpose.

B. For applications, 50 volts and greater, use #14 AWG minimum size conductor with 600 volt insulation and approved for the application.

C. For power limited wiring and less than 50 volts, use #18 AWG minimum size conductor except for multi-conductor cable recommended or required by the system manufacturer.

D. For power limited wiring in air plenums, use type CLP, CMP or FPLR if not in conduit for signal, communication, or fire alarm, respectively.

E. For power limited wiring not in air plenums and used for fire alarm and detection systems, use type FPL.

F. Make splices required in #14 through #10 AWG wire with insulated "Scotchlok" connectors.

G. Make splices required in #16 AWG and smaller wire with insulated crimp-on terminals screw connected to numbered terminal strips, or use approved cable connectors.

2.03 MISCELLANEOUS MATERIALS:

A. Where required, use wire lubricating compound suitable for the wire insulation and conduit and that does not harden nor become adhesive. Do not use on wiring for isolated power systems.

B. Use plastic tape that is flame retardant and cold and weather resistant equal to Scotch #33.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Thoroughly clean conduit prior to pulling-in wires. Do not install wire until the raceway can be maintained in a dry condition.

B. Use non-metallic pulling ropes attached to the conductors by means of woven basket grips or pulling eyes. Pull all conductors for a conduit run in together in such a manner as to avoid damage to the conductors, insulation, or conduit.

C. Neatly train and nest multiple conductors and cables in boxes and enclosures and hold in place with "tie-wraps." Where conductors terminate in panelboards, arrange conductors to be perpendicular or parallel to circuit breaker line-up.

D. Make splices and terminations mechanically and electrically secure. Splices shall only be made in a suitable accessible junction box.

END OF SECTION

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DISCONNECT SWITCHES
SECTION 16170

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Fused and non-fused disconnect switches

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16450 Grounding

C. Section 16476 Fuses

1.03 SUBMITTALS:

A. Submit Manufacturer's data sheets on each type of disconnect switch proposed for use.

PART 2 - PRODUCTS

2.01 DISCONNECT SWITCHES:

A. For applications requiring 30-1200 amperes rating or for any two or three pole application, provide NEMA type "HD" (heavy duty) horsepower rated disconnects with enclosures suitable for the applications, such as NEMA 3R for outdoor installations.

1. Provide interlock to prevent door operating with switch in "ON" position.
2. Furnish with grounding block.
3. Provide for padlocking switch in "OFF" position.
4. Furnish with terminals UL listed for 75°C. wires.
5. Provide Class R, J, or L fuse provisions as applicable for fusible switches. Provide feature to reject Class H fuses.
6. Furnish with factory baked enamel finish.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Provide disconnect switch for each fixed appliance or motor load indicated on the Drawings or required by the NEC. Install switch in sight of and within 50 feet maximum of equipment it serves.

END OF SECTION

YVONNE RICHARDSON CENTER
HVAC ADDITION

UNDERGROUND ELECTRICAL SERVICES
SECTION 16421

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Trenching and backfilling

B. Electrical secondary service raceways and wiring, including service to remote equipment

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16110 Raceways

C. Section 16120 Wires and Cables

D. Section 16450 Grounding

1.03 SUBMITTALS:

A. Submit Shop Drawings of special mounting arrangements and metering requirements other than utility company's standard details.

PART 2 - PRODUCTS

2.01 ELECTRICAL SERVICE:

A. For underground raceways for primary and secondary service, as well as for remote equipment, use Schedule 40 PVC, rigid non-metallic conduit (PVC-NMC).

1. Provide Schedule 200 PVC-NMC straight couplings joined with approved solvent-cement.
2. Provide hot dipped galvanized rigid metal conduit (RMC) or intermediate metal conduit (IMC) long sweep elbows for all changes in direction. PVC-NMC elbows will <u>not</u> be allowed. Adapt to PVC-NMC conduit with combination coupling.

B. For raceways exposed outside building, use RMC with threaded ends.

1. Provide malleable iron or steel screw-on fittings and insulated bushings.
2. Provide watertight hubs for all box connectors.

C. For all secondary wiring, use single, annealed, stranded copper conductors with 600 volt code type dual rated THHN/THWN insulation.

1. Make terminations in equipment to bolted lugs or use approved crimp-on connectors bolted to bus bars.
2. Make all required splices with approved crimp-on or bolted pressure connectors with snap-on or bolt-on insulators.

D. Where free standing metering equipment must be used, provide heavy steel angle frame for equipment mounting as required. Paint frame with gray enamel.

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E. Provide concrete pads for transformers and other equipment mounted on grade. Provide concrete bases, including steel reinforcing in accordance with utility company's standard details or requirements.

PART 3 - EXECUTION

3.01 TRENCHING:

A. Excavate bottoms of trenches to required depth with uniform and solid bearing for conduit. Do not lay conduit on mud, rocks, or unstable soil. Remove unsuitable bearing material and backfill to proper depth with sand or other approved material. Cut asphalt paving and concrete curbs/sidewalks as required to excavate trenches.

B. Excavate trenches to depths that will provide 4 inches of sand under the conduits and the following minimum cover above top of conduits to finished grade:

1. Secondary conduit or signal cable service raceways under paved or landscaped areas - 2 feet.
2. Secondary conduit or signal cable service raceways under unpaved or graveled driveways - 3 feet.

3.02 BACKFILLING:

A. Provide minimum of 4 inches of sand in bottom of trench for uniform bearing for conduit. After conduit has been laid and approved, backfill trench to a depth of one foot above top of conduit with sand or fine pea gravel. Install continuous strip of plastic utility marker tape over conduit and sand. Use suitable material for remaining backfill to finished grade, tamped to 95% compaction.

B. Provide suitable patching of asphalt and concrete curbs/sidewalks that were cut for the trenching. Perform patching in accordance with City of Fayetteville Standards and restore to original condition/quality

3.03 INSTALLATION:

A. Do not lay conduit in wet trenches. Keep trenches dry by pumping or other means until backfilling is completed.

B. If underground splices cannot be avoided, provide approved manhole properly protected and drained.

C. Clean and swab-out conduit before pulling any wire.

D. Use approved wire lubricating compound when necessary to assist wire pulling.

END OF SECTION

YVONNE RICHARDSON CENTER
HVAC ADDITION

GROUNDING
SECTION 16450

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Equipment grounding and bonding

B. System grounding

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16110 Raceways

C. Section 16120 Wires and Cables

D. Section 16130 Boxes and Enclosures

1.03 SUBMITTALS:

A. Submit certified test report of grounding electrode resistance.

PART 2 - PRODUCTS

2.01 GROUNDING ELECTRODES:

A. Provide 5/8 inch x 10 feet "copperweld" ground rods and accessories as required to achieve proper system ground.

2.02 GROUNDING WIRES:

A. Provide insulated grounding conductors and jumpers sized in accordance with the NEC but no smaller than #12 AWG. Identify with continuous green insulation or with green tape at each termination.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Bond the entire metal raceway system including conduit, boxes, enclosures, equipment frames, motor housings, and etc. System to be mechanically and electrically continuous throughout installation.

B. Bond grounding conductor to conduit at the entrance and exit from that conduit containing only the grounding conductor.

C. Install grounding jumper from connector bushings to equipment grounding bars. Bond grounding bars and lugs to housing, except where an isolated ground is indicated.

D. Install separate grounding conductor in all raceway systems.

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E. Bond the grounding wires to each box and enclosure through which they pass.

F Install grounding electrode in accordance with the NEC. Prior to connecting to system, measure ground resistance under "normal dry weather" conditions. If the electrode to ground resistance is not less than 25 ohms, install additional grounding electrode as required by the NEC.

H. Establish the system ground (grounding bar) at the service entrance. Bond this bar to <u>all</u> of the following:

1. Metal raceway system.
2. Grounding conductors, including those for isolated grounding systems.
3. The service entrance neutral conductor. Keep neutral conductors isolated from ground throughout electrical system except at the system ground.
4. The grounding electrode.
5. Domestic water service pipe. Provide grounding jumper across water meter connections.
6. The building steel including steel reinforcing in concrete foundations and steel frames as applicable.
7. Interior metal gas piping.

END OF SECTION

YVONNE RICHARDSON CENTER
HVAC ADDITION
FUSES
SECTION 16476

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Fuses

1.02 RELATED WORK:

A. Section 16010 General Electrical Requirements

B. Section 16170 Disconnect Switches

C. Section 16195 Electrical Identification

1.03 SUBMITTALS:

A. Submit Manufacturer's data sheets on each type of fuse proposed for use. Furnish fuse curves when required for coordination.

B. Furnish three (3) spare fuses of each rating and type installed in the work, and deliver to Owner upon completion of work. See "Post Construction Submittals."

PART 2 - PRODUCTS

2.01 FUSES:

A. For mains, feeders and branch circuits 1/10 through 600 amperes ratings, 250 volts or less, provide Class RK1 fuses equal to Bussman type LPN-RK. Provide approved fuse holders for control wiring and equipment protection.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install fuses only after equipment is permanently in place, cleaned, tested, and ready to be energized.

B. Provide properly sized fuses for all applications. Size motor circuit fuses based on nameplate amps, service factor, and ambient temperature. Size for backup running overload protection.

END OF SECTION

AGREEMENT FOR UPGRADING ELECTRICAL AND INSTALLING A COMMERCIAL GRADE HEATING VENTILATION & AIR CONDITIONING SYSTEM.

This AGREEMENT executed this _____ day of _____, 2002, between the City of Fayetteville, Arkansas, hereinafter called the "City" and **Air Works Division of Multi-Craft Contractors Inc.**, hereinafter called the "Contractor", and having an address at

_____.

IN CONSIDERATION OF THE FOLLOWING COVENANTS contained herein the parties agree as follows:

1. The Contractor shall at the written request of the City provide material, labor and equipment for service(s) for the work as outlined in the specifications.

2. City shall pay Contractor for services rendered as set out in Contractor's Bid. All invoices shall be paid by the City unless disputed within thirty (30) days of their receipt. The maximum amount billed under this agreement shall not exceed the Contract amount.

3. The contract documents which comprise the contract between City and the Contractor consist of this contract and the following documents:

a. Bid form identified as Invitation to Bid #81602 with the specifications, conditions, and requirements typed thereon;

b. The Contractor's proposal and all supporting documents and correspondence submitted by the Contractor in response to Bid #81602.

4. These contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.

5. Contractor shall not assign his duties under the terms of this contract.

6. Contractor agrees to hold the City harmless and indemnify the City against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract.

7. The Contractor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

Workers Compensation		Statutory Amount
Comprehensive General and Automobile Insurance		
Bodily Injury Liability	$	500,000 for each accident.
Property Damage Liability	$	100,000 for each accident.

The insurance shall include explosion, collapse and underground coverage. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. Contractor agrees to begin work within ten (10) days after issuance by the City of a "work order" or "Notice to Proceed" and to complete the work within thirty (30) days. Liquidated damages of $40 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.

9. All work called for herein shall be coordinated directly with the Project Manager.

10. City shall have the right to terminate this Agreement for City's convenience upon written notice of Contractor, and Contractor shall terminate performance of services on a schedule acceptable to City. In the event of termination for City's convenience City shall pay Contractor for all services performed to date of termination.

11. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Contractor and City.

IN WITNESS WHEREOF, City and Contractor have executed this agreement, the effective date of which shall be _____.

CITY OF FAYETTEVILLE

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

_____
Contractor-Company Name

By:_____

Title:_____

ATTEST:

By:_____
Contractor-Company Secretary

STAFF REVIEW FORM

____ AGENDA REQUEST

X CONTRACT REVIEW

____ GRANT REVIEW

McClelland Eng
Task Order # 13
FBO Hangar

For the Fayetteville City Council meeting of

FROM:

Ray M Boudreaux	Aviation & Economic Development	Airport
Name	Division	Department

ACTION REQUIRED:

Approval of Task Order # 13 by resolution of the Fayetteville City Council. Signature of the Mayor.

COST TO CITY:

$59,290	$748,172	Professional Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550.3960.5314.00	$176,906	Capital
Account Number	Funds Used to Date	Program Name
02073	$571,266	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X 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 Recommends approval

Division Head	Date
Department Director	September 10, 2021
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes (No)

Prev Ord/Res #: 25-00

Orig Contract Date: 03-07-2000

Orig Contract Number: 747

STAFF REVIEW FORM

Page 2

Description: _____

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7842

AVIATION AND ECONOMIC DEVELOPMENT
RAY M. BOUDREAUX, DIRECTOR

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: September 10, 2002
SUBJECT: Task Order #13, FBO Hangar

Background: Airport Management is developing goals for the future development of unused airport property for the purpose of enhancing the future revenue potential of the facility. The airport currently lacks *any* vacant hangar space.

Purpose: Task Order #13 authorizes the planning and engineering work for the proposed 18,750 sq ft hangar. The hangar will accommodate up to twenty (20) single-engine aircraft and could potentially generate $4,000 monthly in airport lease revenue, plus potential fuel sales generated by additional airport based aircraft.

It is envisioned that the hangar will be managed by the Airport Operations (FBO) program staff. The hangar will be operated as a "Full Service," heated hangar, meaning that airport staff will provide aircraft towing to the terminal ramp, fueling, minor cleaning, de-icing, and other pre-flight preparations to aircraft owners.

The Airport Board, at their meeting of June 6, 2002 approved of the project concept and initiation of Task Order #13, and requested the contract be forwarded to the City Council for approval.

Budget Considerations:
The FBO Hangar project is not included in the airport's Capital Improvements program budget. However, sufficient budget funding exists in the Professional Services line item for the engineering / design portion of the project. The project has received Arkansas Department of Aeronautics grant funding approval (Dept. of Aeronautics grant # 1926-02) of $200,000 for planning and construction of this project.

Requested Action: Staff recommends approval of, and signature by the Mayor of the attached Task Order #13, with McClelland Consulting Engineers, Inc.

RB/jn

Attachments: Task Order #13

TASK ORDER NO. 13

FBO HANGAR

FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to hangar improvements at the Fayetteville Municipal Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: assistance in applying for state funding for the project; the preliminary engineering for a 150' x 125' Fixed Base Operator Hangar on the western side of the airport property, south of the existing Terminal Building; preliminary and final cost estimates; meetings with the City to review various aspects of the project; and engineering services associated with detailed design and construction.

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed (NTP), the ENGINEER will endeavor to execute the project as expeditiously as possible to enable the Owner to solicit competitive bids for construction during the month of September 2002.

SECTION III - SCOPE OF SERVICES

The ENGINEER shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, the project is likely to include:

A. Assisting the City in making application for a grant from the Arkansas Department of Aeronautics.

B. Surveying.

C. Performing preliminary engineering.

D. Formulating preliminary and final construction cost estimates.

E. Meeting with the City to discuss design criteria, desired features, and schedule.

F. Performing the detailed design of the construction project as determined by the City.

G. Coordinating with the Arkansas State Department of Aeronautics to secure their review of the proposed project.

H. Advertising for competitive bids and recommending the award of a construction contract.

I. Construction administration and inspection.

J. Construction staking for a baseline and benchmark.

K. Construction materials testing.

L. Providing a set of "Record Drawings" at the completion of construction based upon the Contractor's mark-ups.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to the Engineer as compensation for his services:

A. Application to State:	a lump sum of	$800.
B. Preliminary Engineering:	a lump sum of	$17,570.
C. Detailed Design:	a lump sum of	$15,630.
D. Bidding Service:	a lump sum of	$1,240.
E. Construction Administration & Inspection:	hourly rates, estimated to be	$20,860.
F. Construction Staking:	a lump sum of	$690.
G. Construction materials testing:	hourly rates & unit prices, estimated to be	$2,500.

Appendix A presents hourly rates for personnel anticipated to be assigned to this project as well as the basis of payments to be made to the ENGINEER.

SECTON V - BASIC AGREEMENT IN EFFECT:

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

FOR THE CITY OF FAYETTEVILLE:

By: _____

Mayor

Attest: _____

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: _____

President

Attest: _____

Vice President

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 13
FIXED BASED OPERATOR HANGAR
FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION → HOURLY RATE →	PROJECT DIRECTOR $105.00	PROJECT MGR./ENGR. $90.00	PROJECT ENGINEER $80.00	ENGINEERING TECHNICIAN $57.00	CADD OPER. 1 $59.00	CADD OPER. 2 $49.00	CADD OPER. 3 $34.00	LICENSED SURVEYOR $60.00	SURVEY CREW $95.00	CLERK TYPIST $35.00	INSPECTOR $38.00	MILEAGE $0.35	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
LINE	TASK DESCRIPTION															
A	APPLICATION TO STATE FOR FUNDING	0	4	1	1	0	4	0	0	0	2	0	0	$0.00	$20.00	$783.00
B	PRELIMINARY ENGINEERING															
	SCOPING MEETING	1	1													$195.00
	SURVEYING		1						1	3			14		$50.00	$489.90
	PRELIMINARY LAYOUT		0.5	5			4									$641.00
	DES. DEVEL.; DRAWING ORGANIZATION			0.25				1.5								$71.00
	DES. DEVEL.; GRADING PLAN/SET ELEVATIONS		1	2	1		4									$503.00
	DES. DEVEL.; DRAINAGE PLAN/COORD. W/APRON		1	2				4								$386.00
	DES. DEVEL.; UTILITY PLAN/UTILITY SERVICES		1	2			6									$544.00
	DES. DEVEL.; HANGAR PLAN/STRUCTURAL/RR		2	8			8	10								$1,552.00
	DES. DEVEL.; PAVING SECTIONS			1			1									$129.00
	DES. DEVEL.; AIRSIDE ACCESS PLAN		0.5	1			2	1								$257.00
	DES. DEVEL.; LANDSIDE ACCESS PLAN		4	6			12									$1,426.00
	DES. DEVEL.; ELECTRICAL PLAN	1	1			2					1			$9,500.00	$500.00	$10,348.00
	OUTLINE SPECIFICATIONS		1	0.5							2					$200.00
	UPDATE COST ESTIMATE		0.5	1												$125.00
	IN-HOUSE REVIEWS		2			2										$298.00
	MEETING WITH OWNER		2	2											$60.00	$400.00
	SUBTOTAL, PRELIMINARY ENGINEERING	2	16.5	30.75	1	4	37	16.5	1	3	3	0	14	$9,500.00	$610.00	$17,566.90
C	DETAILED PLANS															
	DETAIL DES.; DRAWING ORGANIZATION						1									$49.00
	DETAIL DES.; GRADING PLAN & DETAILS		0.5	1.5			2	6								$535.00
	DETAIL DES.; DRAINAGE PLAN & DETAILS		0.5	6			2									$783.00
	DETAIL DES.; UTILITY PLAN & DETAILS		2	2		1	2									$497.00
	DETAILED DES.;HANGAR PLAN & DETAILS/RR		2	16		4	16	40								$3,840.00
	DETAIL DES.; PAVING DETAILS		2	2		0.5	2									$467.50
	DETAIL DES.; AIRSIDE ACCESS PLAN DETAILS		0.5	1			2	4								$359.00
	DETAIL DES.; LANDSIDE ACCESS PLAN DETAILS		2	12			8	8								$1,706.00
	DETAIL DES.; ELECTRICAL PLAN & DETAILS		0.5			2					0.5			included above	included above	$180.50
	SPECIFICATIONS		3	40							35				$200.00	$4,895.00
	IN-HOUSE REVIEWS	1	4	1		2										$663.00
	FINAL COST ESTIMATE		1	8							1			included above	included above	$605.00
	REVIEW MEETING WITH OWNER		2	2									10	included above	included above	$343.50
	REVISIONS TO PLANS & SPECS		1	1		1	2	8			1				$75.00	$709.00
	SUBTOTAL, DETAILED DESIGN	1	21	92.5	0	10.5	35	68	0	0	37.5	0	10	$0.00	$275.00	$15,632.50
D	BIDDING	0	4	8	0	0	0	0	0	0	1	0	10	$150.00	$50.00	$1,238.50
E	CONSTR. ADMIN. AND INSPECTION															
	CONSTR. ADMINISTRATION	1	12	32							8					$4,025.00
	CONSTR. INSPECTION											420	650	$650.00		$16,837.50
	SUBTOTAL, CONSTRUCTION PHASE	1	12	32	0	0	0	0	0	0	8	420	650	$650.00	$0.00	$20,862.50
F	CONSTRUCTION STAKING	0	0	0.5	0	0	0	0	1	5	0	0	15	$0.00	$15.00	$690.25
G	CONSTRUCTION MT'LS TESTING	0	1	3	0	0	0	0	0	0	0	0	40	$0.00	$2,160.00	$2,504.00
	GRAND TOTAL, ENGINEERING SERVICES	4	60.5	167.75	2	14.5	76	84.5	2	5	51.5	420	739	$10,300.00	$3,130.00	$59,277.65

STAFF REVIEW FORM

__x__ AGENDA REQUEST
__x__ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Jim Beavers Name	Engineering Division	Public Works Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering and planning services contract for the City of Fayetteville's Traffic Study to the firm of Bucher, Willis and Ratliff Corporation in the not-to-exceed amount of $198,408.00.
2. Approval of an engineering contract contingency in the amount of $20,000.00.
3. Approval of a budget adjustment.

COST TO CITY:

$ 218,408 Cost of this Request	$200,0000 Category/Project Budget 2002	Traffic Study Category/Project Name
4470-9470-5314-00 Account Number	$0 Funds Used To Date 2002	Streets Program Name
02105-10 Project Number	$200,000 Remaining Balance 2002	Sales Tax Fund

BUDGET REVIEW: __x__ Budgeted Item __x__ Budget Adjustment Attached

Budget Manager 8-22-02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager 8/23/02 Date

City Attorney 8/23/02 Date

GRANTING AGENCY:

Internal Auditor 8/23/02 Date

ADA Coordinator Date

Purchasing Officer — Date

Grant Coordinator — Date

STAFF RECOMMENDATION: Approval

Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — Date

Cross Reference

New Item: Yes x No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract No:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Engineering Division

To: Dan Coody, Mayor
City Council

Thru: Greg Boettcher, Public Works Director
Staff Review

From: Jim Beavers, City Engineer Jim Beavers

Date: August 22, 2002

Re: City Council Meeting September 17, 2002
City-wide Traffic Study
Proposed engineering and planning services contract with Bucher, Willis and Ratliff Corporation

Please find enclosed the proposed engineering and planning services contract with Bucher, Willis and Ratliff Corporation from Kansas City for the City-wide Traffic Study.

The study will evaluate existing and projected traffic requirements and develop a master plan to serve as the basis for street and intersection improvement projects within the City's Capital Improvement Program, Master Street Plan and the City's General Plan for 2020.

The Study includes: public meetings, traffic counts, review of existing streets and intersections, forecasts, recommended improvements, rough cost estimates, evaluation and prioritization. The Study will also evaluate and provide proposed guidance for Traffic related issues including traffic calming, access management, and compliance with "smart growth".

The specific scope includes 29 tasks/deliverables. Please refer to the attached contract for specific information. The contract price is not-to-exceed $198,408.00. A project contingency of $20,000.00 is requested. The total estimated costs are $218,408.00.

Enc:
1. Proposed contract.

thank you

08-22-02

The contract has been emailed to:

Steve Davis
Greg Boettcher
Hugh Earnest
Kit Williams
David Whitaker
Perry Franklin

I have requested that signed originals be provided and they are "in ~~the~~ mail" provided 08.26.03 AM J.m B.

Please review the attached contract.

I will substitute a signed original when received.

Thank you,

Jim Beavers

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this _____day of _____2002, by and between the City of Fayetteville acting by and through its Mayor hereinafter called "FAYETTEVILLE" and Bucher, Willis & Ratliff Corporation with office located in Kansas City, Missouri hereinafter called "BWR".

WITNESSETH:

Whereas, "FAYETTEVILLE" is planning to have traffic studies conducted Citywide in the City of Fayetteville for the purpose of prioritizing potential capital improvements.

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

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

SECTION I – EMPLOYMENT OF ENGINEER

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

SECTION II – SCOPE OF THE PROJECT

The scope of the project covered by this agreement includes the professional services required to perform the following tasks.

Task 1 – Orientation

"BWR" staff will meet with "FAYETTEVILLE" staff to discuss the project objectives and parameters. "BWR" staff attending this meeting will include both traffic engineering and planning professionals. "FAYETTEVILLE" staff will include representatives from Engineering, Traffic, and Planning divisions. "BWR" will prepare and present to "FAYETTEVILLE" staff a list of documents and data requested from "FAYETTEVILLE" for use in preparation of the study. This list will include:

- Historical daily traffic counts

- Morning and afternoon peak hour traffic turning movement counts derived from traffic detector counts, which will include through traffic and left turn traffic movements
- Future land use plans
- Guidance from staff on growth areas in the City
- 20 year future major street plan
- City ordinances and policies pertaining to traffic, land development, financing of public improvements, street access, and other documents that "FAYETTEVILLE" staff may desire "BWR" to review, pertaining to the scope of this study
- Traffic signal timings
- Maps depicting designated neighborhoods and school boundaries
- Historical capital improvement expenditures
- Current Capital Improvement Program
- Guidance from staff on issues and areas of specific concern to the City

"BWR" will also meet with facilities and planning staff from the University of Arkansas to determine how their future expansion plans may impact the "FAYETTEVILLE" street system.

Task 1 Deliverables:

- Minutes of Orientation meeting (electronic and hard copy)
- List of documents and data requested (electronic and hard copy)

Task 2 – Public Meeting 1

"BWR" will facilitate an initial meeting to receive input pertaining to land use, access, and neighborhood preservation issues. The "BWR" staff committed to the public meeting will include traffic engineering and planning professionals. It is anticipated that the meeting will be held with the general public, the Council of Neighborhoods, City staff and City officials for the purpose of receiving initial project input from the community and for the purpose of answering questions as to the nature of the study. Comment sheets will be available at the meeting for written comments. The meeting will be conducted in a charette (guided group discussions) format to identify and discuss specific neighborhood issues pertaining to land use, traffic, access, and neighborhood preservation. The meeting will be held at a site designated by "FAYETTEVILLE". All costs associated with advertising and meeting facilities will be borne by "FAYETTEVILLE".

Task 2 Deliverables

- Copies of the written comment sheets
- Written summary of the charette discussion results (electronic and hard copy)

Task 3 – Development Assessment Policies

"BWR" will review current development policies and will prepare a preliminary draft development assessment policy for review by "FAYETTEVILLE" staff. "BWR" will meet with the "FAYETTEVILLE" staff to discuss the preliminary draft along with the preliminary drafts of the other policy documents to be prepared in this project, as per Task 7. "BWR" will prepare revisions in the preliminary draft based on "FAYETTEVILLE" staff comments, and will submit a final draft to "FAYETTEVILLE" for consideration of adoption. The preparation of the draft will be based on discussions held in Task 1 and Task 2.

Task 3 Deliverables

- Preliminary development assessment policy draft (electronic and hard copy)

- Final development assessment policy draft (electronic and hard copy)

Task 4 – Smart Growth Policies

"BWR" will review current "FAYETTEVILLE" policies pertaining to smart growth issues which will include infill development, sustainable development, quality of life, traditional neighborhoods, infrastructure and land use balance, and other community planning principals. "BWR" will prepare a preliminary draft smart growth policy for review by "FAYETTEVILLE" staff. "BWR" will meet with the "FAYETTEVILLE" staff to discuss the preliminary draft along with the preliminary drafts of the other policy documents to be prepared in this project, as per Task 7. "BWR" will prepare revisions in the preliminary draft based on "FAYETTEVILLE" staff comments, and will submit a final draft to "FAYETTEVILLE" for consideration of adoption. The preparation of the draft will be based discussions held in Task 1 and Task 2.

Task 4 Deliverables

- Preliminary smart growth policy draft (electronic and hard copy)
- Final smart growth policy draft (electronic and hard copy)

Task 5 – Traffic Calming Procedures

"BWR" will review current "FAYETTEVILLE" policies pertaining to traffic calming and will prepare a preliminary draft traffic calming policy for review by "FAYETTEVILLE" staff. The policy will address procedures for establishing a warrant for appropriate traffic calming devices, public participation and endorsement of the traffic calming strategy within the neighborhood, implementation of the strategy, and documentation of impact. The general outline of this policy will include:

- Neighborhood petition for traffic calming study
- Verification of traffic calming need through data collection
- Alternative comparison and impact assessment
- Petition for temporary implementation
- Effectiveness evaluation
- Petition for permanent implementation

"BWR" will meet with the "FAYETTEVILLE" staff to discuss the preliminary draft along with the preliminary drafts of the other policy documents to be prepared in this project, as per Task 7. "BWR" will prepare revisions in the preliminary draft based on "FAYETTEVILLE" staff comments, and will submit a final draft to "FAYETTEVILLE" for consideration of adoption. The preparation of the draft will be based discussions held in Task 1 and Task 2.

Task 5 Deliverables

- Preliminary traffic calming policy draft (electronic and hard copy)
- Final traffic calming policy draft (electronic and hard copy)

Task 6 – Access Management Policies

"BWR" will review current access management policies and will prepare a preliminary draft access management policy for review by "FAYETTEVILLE" staff. The draft policy will address application of the policies to developed corridors such as College, as well as to emerging corridors. "BWR" will meet with the "FAYETTEVILLE" staff to discuss the preliminary draft along with the preliminary drafts of the other policy documents to be prepared in this project, as per Task 7. "BWR" will prepare revisions in the preliminary draft based on "FAYETTEVILLE"

staff comments, and will submit a final draft to "FAYETTEVILLE" for consideration of adoption. The preparation of the draft will be based discussions held in Task 1 and Task 2.

Task 6 Deliverables

- Preliminary access management policy draft (electronic and hard copy)
- Final access management policy draft (electronic and hard copy)

Task 7 – Review Meeting 1

"BWR" will meet with "FAYETTEVILLE" staff to review the draft policy statements produced in Tasks 3, 4, 5, and 6.

Task 7 Deliverables

- Notes from review meeting
-

Task 8 – Traffic Counts

"BWR" will compile the data furnished under Task 1 by "FAYETTEVILLE". It is anticipated that morning and afternoon peak hour traffic counts defined by approach left turns, and through-right movements will be furnished for the signalized intersections, as listed in Appendix C. "BWR" will estimate the percentage of turning vehicles where specific turning volumes have not been provided, with the exception that complete peak hour turning movements will be conducted by "BWR" at 10 intersections to be designated by "FAYETTEVILLE" Staff during the Task 1 meeting. "BWR" will also conduct one hour morning and one hour afternoon turning movement counts at 30 additional intersections, as designated in Appendix C. The one hour time periods will be confirmed with "FAYETTEVILLE" staff during the Task 1 meeting.

Task 8 Deliverables

- Raw counts

Task 9 – Windshield Survey

"BWR" will conduct a windshield survey of each of the designated intersections and the street links connecting them and will record the lane geometry. "BWR" will obtain photos of each intersection approach for an office reference of field conditions as of the date of the windshield survey.

Task 9 Deliverables

- Copy of photos
- Copy of lane geometry notes

Task 10 Travel Time Runs

"BWR" will conduct morning and afternoon peak hour travel time and delay runs for each major and minor arterial street, as designated on the "FAYETTEVILLE" Major Street Plan. Collector streets that will be included in the travel time runs include:

- Shiloh Dr.
- Futrall Dr.
- Township St.

- Maple St.
- Lafayette St.
- Old Missouri Rd.

Running time and delay time will be measured between each signalized intersection. Three travel time runs will be obtained for each peak period in each direction.

Task 10 Deliverables

- Spread sheet summarizing travel time runs between signalized intersections on arterial streets

Task 11 – Turning Movement Summary

"BWR" will compile a summary of peak hour traffic counts in 15 minute increments for entry into the highway capacity software.

Task 11 Deliverables

- Summary table by 15 minute increments for each peak hour count collected

Task 12 – Traffic Forecasts

"BWR" will prepare traffic forecasts for the year 2023. The forecasts will be developed based on traffic growth history, and on land use development trends in the Fayetteville metropolitan area including adjacent communities, as determined through the Task 1 orientation meeting. "BWR will prepare 2023 estimates on the existing major street system for existing collector and arterial streets where "FAYETTEVILLE" has provided historical traffic count information. "BWR" will also prepare estimates of 2023 daily traffic on arterial street links designated on the Major Street Plan which have not yet been constructed. "BWR" will factor the existing intersection turning movement peak hour counts identified in Task 8 by the growth rates developed in this task, to produce 2023 intersection forecasts.

Task 12 Deliverables

- Morning and afternoon peak hour turning movement volumes for 2023 at the intersections designated in Task 8
- Daily 2023 traffic forecast map for existing collector and arterial and future major street links

Task 13 – Simtraffic Model

"BWR" will prepare a Simtraffic network connecting each of the major intersections identified in Task 8 "BWR" will input the existing morning and afternoon peak hour traffic volumes, and the forecast traffic volumes for each intersection, along with the current lanes geometry and traffic signal timing or stop control parameters into Synchro to be modeled in Simtraffic.

Task 13 Deliverables

- Simtraffic network files, signal timing files, and traffic volume files

Task 14 – Capacity and Queuing Analysis

"BWR" will conduct intersection capacity analysis for each of the four traffic volume scenarios, with the existing traffic control and lane geometry. The capacity analysis will identify level of

service based on delay, and will identify the 95th percentile queue length as compared to available vehicle storage.

Task 14 Deliverables

- Synchro files, existing a.m. and p.m. peak hours
- Synchro capacity analysis worksheets, existing a.m. and p.m. peak hours
- Synchro queuing analysis worksheets, existing a.m. and p.m. peak hours

Task 15 – Improvement Strategies

"BWR" will identify locations with existing and/or future traffic operation deficiencies. Where deficiencies are identified, "BWR" will test strategies for mitigating the traffic operation. These strategies may include additional lanes, change in traffic control, change in signal timings, or diversion of traffic through construction of alternative routes. Capacity and queuing analysis will be completed for the existing and the 2023 a.m. and p.m. peak hours for the traffic operation mitigation strategies.

Task 15 Deliverables

- Simtraffic model files for morning and afternoon peaks, for existing and 20 year traffic conditions, for existing geometry and mitigating conditions (8 scenarios)
- Synchro capacity and queuing analysis files and printouts
- List of recommended improvement strategies

Task 16 – Arterial Level of Service

"BWR" will identify the level of service for each of the arterial links based on travel speed.

Task 16 Deliverables

- Arterial link level of service summaries

Task 17 – Major Street Plan Review

"BWR" will review the "FAYETTEVILLE" Major Street Plan. "BWR" will compare current and projected traffic volumes with the traffic capacity of the major streets, including arterial and collector streets, and identify streets that should be widened or reclassified. The recommended number of lanes for future new street links will be identified.

Task 17 Deliverables

- Major Street Plan recommended modifications, including number of lanes needed on new streets, change in number of lanes needed on existing streets, change in street classification
- Volume to capacity ratio for the streets designated on the Major Street Plan

Task 18 – Special Study Intersections

"BWR" will study up to five intersection locations requested by "FAYETTEVILLE" as identified through Task 1 where street geometry or traffic circulation patterns do not lend themselves to typical geometric or traffic control treatment. These intersections will receive peak hour traffic counts by "BWR" in Task 8. Tentative locations for study have been identified in Appendix C.

Task 18 Deliverables

- Conceptual improvement sketch for each special study location
- Preliminary opinion of probable construction cost

Task 19 – Review Meeting 2

"BWR" will meet with the "FAYETTEVILLE" staff to discuss the results of Tasks 13, 14, 15, 16, and 17.

- Minutes of meeting

Task 20 – Public Meeting 2

"BWR" will facilitate a public meeting to present the results of all tasks completed to date in the project, and to receive written comments.

Task 20 Deliverables

- Copies of the written comment sheets

Task 21 – Conceptual Schematics

"BWR" will prepare conceptual working schematics for the recommended improvement strategies that involve new alignments or geometric improvements of existing streets or intersections. These schematics will provide a basis for the development of opinions of construction cost.

Task 21 Deliverables

- Conceptual working schematics for recommended improvements

Task 22 – Improvement Costs

"BWR" will develop a schedule of preliminary quantities, contingency, and unit costs for the each of the recommended improvement strategies. The schedule will also include right of way, engineering, and administrative costs. Costs will be provided in 2003 dollars. "FAYETTEVILLE" will manipulate the costs to account for inflation, depending on the ultimate implementation schedule assigned to each project. Cost estimates for short range projects will reflect greater refinement than those prepared for a twenty year horizon.

Task 22 Deliverables

- Cost schedule for each project developed in a spreadsheet format (electronic and hard copy)

Task 23 – Prioritization and Capital Improvement

"BWR" will identify the benefits and cost for each improvement project. These will be summarized in a decision matrix. The right column will include a listing of each of the recommended improvement projects. The headings for subsequent columns will include:

- Reduction in existing total annual vehicle delay (delay per vehicle x number of vehicles)
- Reduction in future (2023) total annual vehicle delay (delay per vehicle x number of vehicles)

- 2023 forecast daily traffic on new roadways
- Amortized cost in 2003 dollars
- Amortized cost in 2023 dollars
- Comparison of existing annual benefit with existing amortized cost
- Comparison of future annual benefit with future amortized cost
- Numerical ranking based on benefit to cost for short range improvements (existing)
- Numerical ranking based on benefit to cost for long range improvements (2023)
- Numerical ranking of 2023 volumes to cost for new streets

Generally, the first five years of capital improvement projects will be ranked based on existing benefit to cost. The last fifteen years of projects will be ranked based on 2023 benefit to cost, and 2023 traffic to cost.

Task 23 Deliverables

- Priority decision matrix (electronic and hard copy)

Task 24 – Review Meeting 3

"BWR" will meet with the "FAYETTEVILLE" staff to discuss the decision matrix evaluation and results.

Task 24 Deliverables

- Minutes of meeting

Task 25 – Draft Report

"BWR" will document the study procedure and results in a narrative report supported by graphic exhibits and tables. In addition to the narrative report, "BWR" will produce a technical appendix that will contain copies of the data, detailed cost schedules, and analysis worksheets. The results of the report will be summarized for a non-technical audience in an executive summary. Draft copies of these documents will be submitted to the "FAYETTEVILLE" staff for review and comment.

Task 25 Deliverables

- 7 Draft Reports and Executive Summaries

Task 26 – Review Meeting 4

"BWR" will meet with the "FAYETTEVILLE" staff to review the draft report documents. "BWR" will revise the draft reports based on comments from the "FAYETTEVILLE" staff.

Task 26 Deliverables

- Minutes of review meeting

Task 27 – Report

"BWR" will prepare 20 reports, 7 technical appendix documents, and 20 executive summaries for submittal to "FAYETTEVILLE" for distribution. Electronic copies of the reports will be provided to "FAYETTEVILLE" on CD in PDF format for reproduction by "FAYETTEVILLE".

Electronic files will also be provided in the original working formats for subsequent use and editing by "FAYETTEVILLE", including Synchro, Petra, jpg, dgn, ppt, ppt, doc, and xls.

Task 27 Deliverables

- 20 Final Reports
- 7 Technical Appendices
- 20 Final Executive Summaries
- CD of Report and Executive Summary in PDF format
- CD of Report, Executive Summary, and Technical Appendix in working file format

Task 28 – Presentation 1

"BWR" will attend a study session meeting with the official body, and with the general public to present the report findings and to allow public comment.

Task 28 Deliverables

- Presentation exhibits

Task 29 – Presentation 2

"BWR" will present the report to the governing body of "FAYETTEVILLE" at a meeting for official action.

Task 29 Deliverables

- Presentation exhibits

SECTION III – INFORMATION & SERVICES

"FAYETTEVILLE" will furnish any specifications, standards and other information, which may relate to the project including GIS data. Aerial mapping data will be provided, free of charge, to "BWR" in digital media. Items to be furnished by "FAYETTEVILLE" to "BWR" have been defined in SECTION II – SCOPE OF THE PROJECT.

SECTION IV – SERVICES TO BE FURNISHED BY "BWR" DURING "DESIGN" PHASE

Not part of this Study Phase.

SECTION V – COORDINATION WITH "FAYETTEVILLE"

"BWR" shall hold conferences throughout the study of the project with representatives of "FAYETTEVILLE" as described in SECTION II – SCOPE OF THE PROJECT.

SECTION VI – OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at "FAYETTEVILLE'S" Engineers office.

SECTION VII – CONCEPT AND PRELIMINARY SUBMISSION

"BWR" shall submit draft copies for review by City staff as described in SECTION II – SCOPE OF THE PROJECT.

SECTION VIII – FINAL SUBMISSION

The final submission for this project will be as described in SECTION II – SCOPE OF THE PROJECT.

SECTION IX – "BWR" RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES

Not part of this Study Phase.

SECTION X – SUBCONTRACTING

Subcontracting by "BWR" of specified services provided herein shall be to the Louis Berger Group, Inc. and to Crafton, Tull & Associates, Inc.

SECTION XI – TIME OF BEGINNING AND COMPLETION

"BWR" shall being work under this Agreement within ten (10) days of notice to proceed and shall complete the study phase of the contract within 300 calendar days. A proposed project schedule has been attached for reference.

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

SECTION XII – FEES AND PAYMENTS

For, and in consideration of, the services to be rendered by "BWR", "FAYETTEVILLE" shall pay "BWR" on the basis of standard hourly rates in effect at the time the work is done, plus direct reimbursable expenses associated with the project. Hourly rates for the various classifications of employees for 2002 are set out in Attachment B to this document. Rates are adjusted annually at the beginning of each calendar year. Payment shall be made monthly based on invoices from the "BWR". Invoices shall identify the hours spent and the reimbursable expenses on each Task listed in the scope of services provided. "FAYETTEVILLE" shall endeavor to pay the invoices within thirty days of submission by "BWR" to "FAYETTEVILLE". However, "FAYETTEVILLE" does not guarantee payment within the thirty day time period after the receipt of the invoices. Total payment for Section II shall not exceed $198,408.00. This amount shall not be increased as a result of updating Attachment B for compensation of 2003 rates. Inasmuch as completion of the project has been identified within 300 days in SECTION XI – TIME OF BEGINNING AND COMPLETION, delay of the project beyond December 31, 2003 by "FAYETTEVILLE" will constitute a change of scope, as described in SECTION XIII – CHANGES, and would be a basis for negotiating a new upper limit of compensation in accordance with SECTION XIII – CHANGES.

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The upper limit justification for each Task in Appendix "A" is an estimate. The total man-hours actually spent on each project item of work or task may vary from those indicated on Appendix "A", but the total not-to-exceed amount will be adhered to unless changes in scope of

work are made and agreed to by "FAYETTEVILLE" and "BWR". Subject to the City Council approval, adjustment of the upper limit may be made should "BWR" establish and "FAYETTEVILLE" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if "FAYETTEVILLE" decided to shorten or lengthen the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

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

SECTION XIII – CHANGES

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

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

Any claim by "BWR" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by "BWR" of the notification of any change; provided, however, that "FAYETTEVILLE" decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions.

SECTION XIV – OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disk of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of "FAYETTEVILLE". "BWR" may retain reproduced copies of drawings and copies of other documents.

SECTION XV – POSTPONEMENT OR CACELLATION OF THE CONTRACT

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

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

B. Cancellation – Should "FAYETTEVILLE", for any reason whatsoever, decided to cancel or to terminate the use of "BWR'S" service, "FAYETTEVILLE" will give written notice thereof to "BWR", who will immediately terminate the work. If "FAYETTEVILLE" so elects, "BWR" may be instructed to bring a reasonable stage of completion to those items

whose value would otherwise be lost. "BWR" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of "BWR'S" services, "BWR" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVII – MISCELLANEOUS PROVISIONS

1. Dispute resolution – Any dispute concerning a question of fact in connection with the work shall be subject to non-binding mediation, provided that nothing herein shall preclude either party from seeking any and all remedies available at equity or law.

2. Responsibility for Claims and Liability – "BW"R shall save harmless "FAYETTEVILLE" from all claim and liability due to "BWR'S" negligent performance, or those of its subcontractors, its agents, or its employees during the time this contract is in force.

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

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

5. Arkansas Freedom of Information Act – "BWR" agrees that it will provide to "FAYETTEVILLE", at a cost to be agreed upon, all documents in its possession that are, under this Agreement, the property of "FAYETTEVILLE" and which "FAYETTEVILLE" believes to be subject to an Arkansas Freedom of Information Act request made to it, or, in anticipation of such a request, which it believes necessary for it to possess. "BWR" further agrees that it will request of all subconsultants, retained by "BWR" to perform services under this Agreement, to provide to "FAYETTEVILLE", at a cost to be agreed upon, all documents in the possession of such subconsultants that are, under this Agreement, the property of "FAYETTEVILLE" and which "FAYETTEVILLE" believes to be subject to an Arkansas Freedom of Information Act request made to "FAYETTEVILLE", or, in anticipation of such a request, which it believes necessary for "FAYETTEVILLE" to possess. "BWR" will produce all documents or material in the format that are kept by "BWR", or at the option of "BWR" in some other format. If a specialized format is requested by "FAYETTEVILLE", the cost of conversion, if that additional responsibility is accepted by "BWR", will be borne by "FAYETTEVILLE" at the then-prevailing rates for the parties actually performing the conversion. "BWR" agrees to use due diligence to comply with all requirements of the Arkansas Freedom of Information Act.

   Nothing in this Agreement shall constitute an acceptance of "BWR" or its subconsultants to the application of the Arkansas Freedom of Information Act to "BWR" or its subconsultants or to "BWR's" or subconsultants' books, records, drawings, or other items not constituting the property of "FAYETTEVILLE" under this Agreement, nor a waiver of its rights to object to any requests made pursuant to the Arkansas Freedom of Information Act by any person or entity not a party to this Agreement.

SECTION XVIII – SUCCESSORS AND ASSIGNS

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

SECTION XIX – COVENANT AGAINST FEES

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

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

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

FAYETTEVILLE

By:_____
Mayor

BWR

By:_____
Ronald A. Williamson, AICP
Executive Vice President

ATTEST:_____
City Clerk

APPENDIX B
BUCHER, WILLIS & RATLIFF CORPORATION
HOURLY RATES
THROUGH DECEMBER 31, 2002

Classification	Hourly Rate
Principal	$ 170.00
Senior Project Manager	$ 155.00
Project Manager	$ 120.00
Technical Manager	$ 115.00
Senior Engineer	$ 115.00
Design Engineer IV	$ 100.00
Design Engineer III	$ 90.00
Design Engineer II	$ 75.00
Design Engineer I	$ 65.00
Environmental Scientist	$ 60.00
Senior Planner	$ 120.00
Planner III	$ 90.00
Planner II	$ 80.00
Planner I	$ 70.00
Senior Architect	$ 115.00
Architect II	$ 95.00
Architect I	$ 70.00
Architectural Intern	$ 55.00
Senior Park Planner	$ 115.00
Senior Landscape Architect	$ 115.00
Landscape Architect III	$ 80.00
Landscape Architect II	$ 70.00
Landscape Architect I	$ 55.00
Senior Technician	$ 90.00
Technician III	$ 80.00
Technician II	$ 70.00
Technician I	$ 55.00
Draftsman	$ 45.00
Senior Registered Land Surveyor	$ 85.00
Registered Land Surveyor	$ 70.00
Two-Man Survey Crew	$ 125.00
Survey Technician	$ 60.00
Administrative Assistant	$ 75.00
Word Processor	$ 50.00
Clerical	$ 35.00
Nuclear Testing Gauge	$ 45.00/Unit/Day
Traffic Studies Equipment	$ 15.00/Unit/Day
Mileage	$ 0.365/Mile
Survey Vehicle Mileage	$ 0.45/Mile

Overtime rates for non salaried staff will be factored by 1.5

APPENDIX B
THE LOUIS BERGER GROUP, INC.
HOURLY RATES
THROUGH DECEMBER 31, 2002

Staff	Hourly Rate
Dane Ismart	$ 160.00
Ed Bromage	$ 147.00
Joe Lowry	$ 93.00
Andrea Quenneville	$ 50.00
Shiv Shivanaprasad	$ 67.00

Overtime rates for non salaried staff will be factored by 1.5

APPENDIX B
CRAFTON, TULL & ASSOCIATES, INC.
HOURLY RATES
THROUGH DECEMBER 31, 2002

Staff	Hourly Rate
Supervisory Engineer	$ 110.00
Design Engineer	$ 80.00
Engineering Technician	$ 45.00

Overtime rates for non salaried staff will be factored by 1.5

APPENDIX C
DATA COLLECTION AND STUDY LOCATIONS

Signalized locations where left and through peak hour counts will be supplied by the City: (BWR may count up to ten of these locations to verify right turn volumes)

- College & Main (Johnson)
- College & Zion
- College & Shepherd
- College & Joyce
- College & Milsap
- College & Rolling Hills
- College & Sunbridge
- College & Township
- College & Sycamore
- College & Memorial
- College & North
- College & Maple
- College & Lafayette
- College & Dickson
- College & Meadow
- College & Center
- College & Mountain
- College & Sixth
- School & Sixth
- School & Fifteenth
- School & Skelton
- Wedington & Salem
- Wedington & Shiloh
- Wedington & Futrall
- Wedington & Sang
- Wedington & Garland
- North & Leverett
- North & Gregg
- North & Mission
- Hwy 62 & Finger Road
- Hwy 62 & Shiloh/Futrall
- Hwy 180 & Razorback
- Hwy 180 & Hill
- Crossover & Zion
- Crossover & Joyce
- Crossover & Old Wire
- Crossover & Township
- Crossover & Mission
- Crossover & Huntsville
- Joyce & Mall Ln
- Joyce & Old Missouri
- Township & Gregg

- Township & Old Wire
- Sycamore & Leverett
- Sycamore & Gregg
- Cleveland & Garland
- Maple & Garland
- Maple & Leverett
- Maple & Arkansas
- Lafayette & West
- Dickson & Arkansas
- Dickson & West
- Dickson & St. Charles
- Duncan & Center
- Armstrong & Fifteenth
- Joyce Blvd. & Wilkerson St.
- Gregg & Sunbridge
- Gregg & Appleby
- Gregg & Futrall
- Gregg & Shiloh
- Garland & Drake
- Stadium & Maple
- Between College & Zion and College & Shepherd
- Hwy 180 & Hollywood

Possible future signal locations to be counted by BWR (a.m. and p.m. peak hours):

- Old Missouri & Zion
- Old Missouri & Old Wire
- Gregg & Drake
- Gregg & Poplar
- Appleby & North Hills
- Garland & Deane
- Garland & Sycamore
- Old Wire & Mission
- Mt. Comfort & Rupple
- Maple & Mission
- Maple & West
- College & Poplar
- Sixth & Garland
- Fifteenth & Razorback
- Fifteenth & College
- Fifteenth & Morningside
- Happy Hollow & Huntsville
- Cliffside & Crossover
- Wedington & Rupple
- Crossover & Citizen (neighborhood WalMart entrance)

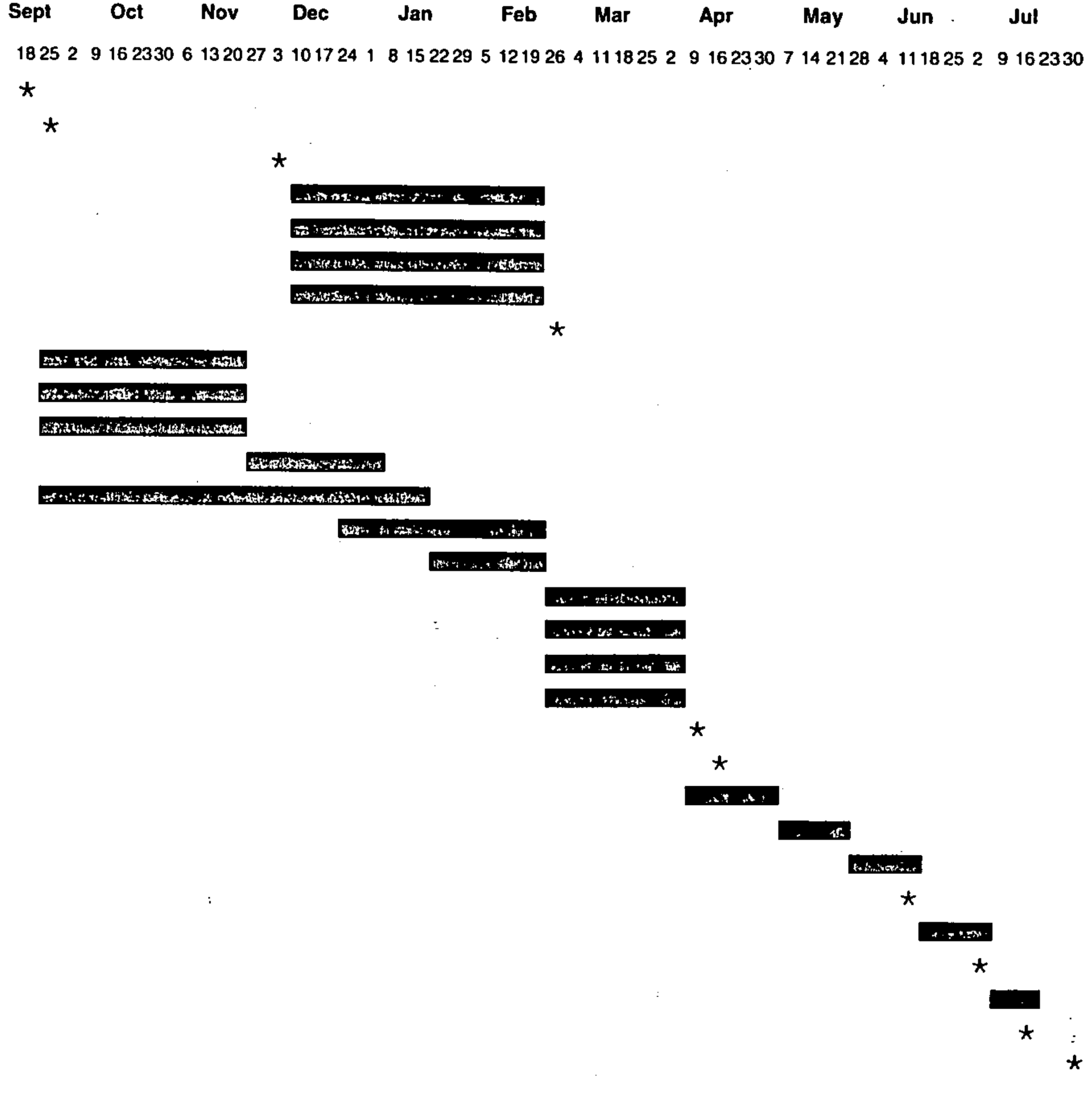
Additional locations to be counted by BWR (a.m. and p.m. peak hours):

- School Avenue & Willoughby Rd (71 Business & Hwy 156)
- School Avenue & Cato Springs Rd.
- College and Rock
- Old Missouri Rd. & Rolling Hills Dr.
- Front Street & Joyce Blvd.
- College & Longview
- College & Harold
- Shiloh Dr & Mount Comfort Rd.
- Garland & Mount Comfort Rd
- Wedington (Hwy 16 West) & Double Springs Rd

Proposed special study locations:

- College & Rock
- Front Street & Joyce Blvd.
- Shiloh Dr. & Mount Comfort Road
- Garland & Mount Comfort Road
- One location to be designated by Fayetteville

Fayetteville Citywide Traffic Study
Project Schedule



City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital	Date Requested	Adjustment #
2002	Division:	September 17, 2002	
	Program:		

Additional funding is requested for the City-wide traffic study.

Project or Item Deleted:

None. Additional investment income revenue has been received and it proposed for this adjustment.

Justification of this Increase:

The additional funding is equested to provide contingency funds for the project.

Justification of this Decrease:

The City has received $419,000 in investment income and against an annual budget of $386,850.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Professional Services	20,000	4470	9470		5314	00	02105	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Interest - Investments	20,000	4470	0947		4708	00		

Approval Signatures

Requested By	Date
Budget Manager	8-22-02 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

Blue Copy: Budget & Research / White Copy: Requester

STAFF REVIEW FORM

X **Agenda Request**
____ **Contract Review**
____ **Grant Review**

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

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for VA 02-6.00 as submitted by Brian Black of Black, Corley & Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres (2,165 sq. ft.) more or less as shown and described on the attached map and legal description.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

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

STAFF RECOMMENDATION: Staff recommended approval and on August 26, 2002 the Planning Commission voted 9-0-0 to recommend the vacation be approved by the City Council.

Division Head	9-5-02 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-6.00 TO VACATE AND ABANDON AN .05 ACRE UTILITY EASEMENT WITHIN THE LANDERS AUTO PARK COMPLEX, CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

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

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By_____
Dan Coody, Mayor

ATTEST:

DRAFT

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"

PART OF AN EXISTING UTILITY EASEMENT DEDICATED BY A PLAT RECORDED IN BOOK 16 AT PAGE 47 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, LOCATED IN THE NORTHEAST _ OF THE NORTHEAST_ OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 33, RUN N90°00'00"W 549.76 FEET; THENCE S 00°00'00" E 290.92 FEET TO A POINT ON A SOUTH LINE OF THE SAID EXISTING UTILITY EASEMENT FOR THE POINT OF BEGINNING; THENCE S72°03'03"W 91.71 FEET ALONG SAID SOUTH LINE TO AN ANGLE POINT TO THE LEFT; THENCE S 24°08'05"E 61.75 FEET ALONG AN EAST LINE OF SAID EASEMENT TO AN ANGLE POINT TO THE RIGHT; THENCE S65°51'55"W 6.75 FEET ALONG A SOUTH LINE OF SAID EASEMENT; THENCE LEAVING SAID SOUTH EASEMENT LINE, RUN 24°11'28" W 74.93 FEET WITHIN SAID EASEMENT; THENCE CONTINUE N65°48'32"E 98.01 FEET WITHIN SAID EASEMENT; THENCE CONTINUE S24°05'47"E 23.16 FEET WITHIN SAID EASEMENT TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES (2165 SQ. FT.) MORE OR LESS.

PC Meeting of August 26,2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement Vacation

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Matt Casey, Staff Engineer
DATE: August 22, 2002

Project: **VAC 02-06 & 07.00: Vacation (Don Nelms, pp248)** was submitted by Phil Hagen of Crafton, Tull & Associates on behalf of Don Nelms for the Landers Auto Park property located at 1384 W. Showroom Drive. The request is to vacate two portions of a utility easement within the Auto Park Complex. See the attached maps and legal descriptions for the exact locations of the requested alley vacation.

No objections from the adjacent property owners have been submitted to the City.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No objections.
Southwestern Electric Power Company - Not applicable
Arkansas Western Gas - No objections, "Existing 3" gas line may need to be relocated to accommodate building expansion. Landers Auto will be responsible to pay all costs of relocation and provide acceptable easement."
SW Bell – No objections.
Cox Communications - No objections.

City of Fayetteville:
Water/Sewer – "No objections. There is an existing 8" sanitary sewer in this easement. This easement can only be vacated after said sewer line is relocated following the proper design (by engineer), approval and construction/testing process. Once the new/relocated line is completed and accepted by the City and the old line is properly abandoned, then this easement can be vacated. A legal description must be attached."
Street Department - No objections.
Solid Waste - No objections.
Engineering – No objections to vacation #1 (VAC 02-06.00). Vacation #2 (VAC 02-07.00) would leave less than three feet between the proposed building addition and the existing sewer line. Relocation of the sewer line is not recommended due to the additional utilities and the location of the gas pump.

Recommendation #1: Approval of the proposed utility easement vacation 02-06.00 with the following conditions:

1. Any relocation of existing utility lines and facilities will be at the property owner's expense.
2. Installation of the relocated sewer main must be completed prior to vacating the easement.

Recommendation #2: Staff recommends denial of the vacation request 02-07.00 due to the location of the existing sanitary sewer line.

PLANNING COMMISSION ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: _____

Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____

CITY COUNCIL ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: __/__/__

PETITION TO VACATE A PORTION OF AN UTILITY EASEMENT LOCATED IN NELMS AUTO PLAZA, CITY OF FAYETTEVILLE, ARKANSAS

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

I, Robert D. Nelms, General Partner in Nelms L.L.P., the sole owners of the real estate containing the portions of the utility easement hereinafter sought to be abandoned and vacated, lying in Nelms Auto Plaza Easement Plat, recorded in Book 16, Page 47 in the records of Washington County, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate portions of the utility easement which are described as follows:

Vacation 1

Part of an existing utility easement dedicated by a plat recorded in Book 16 at Page 47 of the records of Washington County, Arkansas, located in the Northeast _ of the Northeast _ of Section 33, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

From the Northeast Corner of said Section 33, run N 90°00'00" W 549.76 feet; thence S 00°00'00" E 290.92 feet to a point on a South line of the said existing utility easement for the point of beginning; thence S 72°03'03" W 91.71 feet along said South line to an angle point to the left; thence S 24°08'05" E 61.75 feet along an East line of said easement to an angle point to the right; thence S 65°51'55" W 6.75 feet along a South line of said easement; thence leaving said South easement line, run N 24°11'28" W 74.93 feet within said easement; thence continue N 65°48'32" E 98.01 feet within said easement; thence continue S 24°05'47" E 23.16 feet within said easement to the point of beginning, containing 0.05 acres (2165 sq. ft.) more or less.

Add

Vacation 2

Part of an existing utility easement dedicated by a plat recorded in Book 16 at Page 47 of the records of Washington County, Arkansas, located in the Northeast _ of the Northeast _ of Section 33, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

From the Northeast Corner of said Section 33, run N 90°00'00" W 266.70 feet; thence S 00°00'00" E 65.23 feet to a point on a South line of the said existing utility easement for the point of beginning; thence S 68°43'45" W 44.05 feet along said South line; thence leaving said South easement line,

FL IN 12[illegible]8 8" EAST
FL OUT 12[illegible]8 8" WEST

RE HYD. ASSY.

W

W

SS

N 65°48'32" E
98.01'

60.00 L.F. @ 0.40%

24.65 L.F. @ 0.43%

8"SS

S 72°3'3"
~~275.9'~~
185.2[illegible]

PROP
FL IN
FL OU

8"SS

8"SS

N 653517.7829
E 668954.0697

S 24°05'47" E
23.16'

S 72°03'03" W
91.71'

PROPOSED BUILDING ADDITIC

[illegible] #2-1
[illegible]ST
SOUTH

EXISTING U.E. TO
BE VACATED

VACATION #1
VAC 02-06

4"SS

S 24°05'5" E 61.7[illegible]'

4"SS

MH MH

MH

TRANSFORMER

[illegible]47°11'28" W
74.93'

N 653430.4062
E 668885.9206

S 65°51'55" W
6.75'

S 65°51'55" W
~~59.00'~~
52.25'

BEGIN

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

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. This item is scheduled to be heard by the Planning Commission at the September 9, 2002 meeting.

Division Head	9-5-02 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:
Mayor	Date	Orig Contract Date:

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 02-9.00 AND VAC 02-10.00 TO VACATE AND ABANDON TWO SECTIONS OF UTILITY EASEMENTS LOCATED WITHIN LOTS 2 AND 34 OF THE DEERFIELD SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

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

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By_____
Dan Coody, Mayor

ATTEST:

DRAFT

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"

VAC 02-9.00

Vacate the east 5' of a 30' utility easement beginning 25' east of the SW Corner of Lot 34 thence North 70.00' thence East 5.00' thence South 70.00' thence West 5.00'.

VAC 02-10.00

Vacate the West 5.00' of a 30' utility easement beginning 25' West of the SE corner of lot 2 thence West 5.00' thence North 60.37' thence East 5.00' thence South 60.37'.

STAFF REVIEW FORM

____ Agenda Request
__X__ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of September 3, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To adopt an ordinance establishing setback lines on such streets and highways as are designated on the Master Street Plan and prohibiting the establishment of any new structure or other improvements within the setback lines.

ADM 02-24.00

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:

Accounting Manager	Date	ADA Coordinator	Date
City Attorney 8/16/02	Date	Internal Auditor	Date
Purchasing Officer	Date		

GRANTING AGENCY:

STAFF RECOMMENDATION: Staff recommended approval and on August 12, 2002 the Planning Commission voted 8-0-0 to recommend the ordinannce be approved by the City Council.

Division Head	8-16-02 Date	**Cross Reference**
Department Director	8-20-02 Date	New Item: **Yes** **No**
Administrative Services Director	8-16-02 Date	Prev Ord/Res#: _____
Mayor	8/19/02 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, City Planner TC
DATE: August 15, 2002

ADM 02-24.00: Administrative Item (Master Street Plan Setback Ordinance) to adopt an ordinance establishing setback lines on such streets and highways as are designated on the Master Street Plan and prohibiting the establishment of any new structure or other improvements within the setback lines.

BACKGROUND

The City of Fayetteville's current Master Street Plan was adopted on December 19, 2000 with Resolution Number 170-00-B. The Master Street Plan is a hierarchy of street types that are classified according to function. Each classification requires a specific right-of-way to accommodate the street. Section 166.06 Large Scale Development section C.6 requires developers to dedicate sufficient right-of-way as required by the Master Street Plan. The City also requests developers to provide a right-of-way *setback* when a right-of-way *dedication* is not required.

State statute allows municipalities to establish setback lines based on the rightof-way required for streets classified on the master street plan. The statute is as follows:

> *§14-45-418. Setback ordinance.*
> *When a master street plan has been adopted and filed as provided, the legislative body of the city, upon recommendation of the commission, may enact ordinances establishing setback lines on such streets and highways as are designated by the plan and may prohibit the establishment of any new structure or other improvements within the setback lines.*

The City of Fayetteville does not currently have an adopted ordinance to establish setback lines for the streets and highways designated on the Master Street Plan. To continue the practice of requiring a right-of-way setback in accordance with state statutes, staff proposes the attached Master Street Plan Setback Ordinance.

CURRENT STATUS

On August 12, 2002, the Planning Commission voted 8-0 to recommend the City Council approve the master street plan setback ordinance.

RECOMMENDATION

Staff and the Planning Commission recommend approval of ADM 02-24.00: Administrative Item (Master Street Plan Setback Ordinance).

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SETBACK LINES ON SUCH STREETS AND HIGHWAYS AS ARE DESIGNATED BY THE MASTER STREET PLAN AND PROHIBITING THE ESTABLISHMENT OF ANY NEW STRUCTURE OR OTHER IMPROVEMENTS WITHIN THE SETBACK LINES.

WHEREAS, master street planning is required to connect Fayetteville to other population centers and to provide for circulation within the community; and

WHEREAS, new development must be provided with proper street access to alleviate problems associated with congestion and safety by requiring streets in sufficient number and of adequate size to accommodate peak traffic volumes, pedestrians and alternative modes of transportation; and

WHEREAS, the City of Fayetteville adopted a Master Street Plan in 1996 with Resolution No. 97-96; and

WHEREAS, state statute §14-45-418. Setback ordinance provides enabling legislation that gives municipalities the power to establish setback lines according to an adopted master street plan;

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

Section 1. That §166.19 Master Street Plan Setbacks is hereby added to Chapter 166 Land Development as stated below:

§166.19 MASTER STREET PLAN SETBACKS. The City shall require the applicant/developer to establish a right-of-way setback line based on the right-of-way requirements for streets and highways designated by the Master Street Plan. Such setback line shall be considered the property line for such purpose of satisfying the requirements of the UDO. All building setbacks, required landscaping, parking lots, display areas, storage areas and other improvements and uses shall be located outside of such established setback area. The required width of setbacks, landscaped areas, buffers, and all other setback and yard requirements shall be dimensioned from the established right-of-way setback line. The establishment of any new structure or other improvements within the right-of-way setback is prohibited.

PASSED and APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

DRAFT

By: _____
HEATHER WOODRUFF, City Clerk

H:\USERS\COMMON\PLANNING\Reports\City Council 2002\SEPT\ADM MSP Setback Ord.doc

ADM 02-24.00: Administrative Item (Master Street Plan Setback Ordinance) to adopt an ordinance to establish setback lines on such streets and highways as are designated on the Master Street Plan and prohibiting the establishment of any new structure or other improvements within the setback lines.

Hoffman: The ninth item on our agenda tonight is ADM 02-24.00, the Master Street Plan Setback Ordinance, to adopt an ordinance to establish setback lines on such streets and highways as are designated on the Master Street Plan and prohibiting the establishment of any new structure or other improvements within the setback lines. Tim?

Conklin: This is an ordinance amendment to add into our Unified Development Ordiannce the ability for staff to require that all improvements on developments less than an acre that do not go through Large Scale Development process and dedicate the right-of-way, that their parking lots, display areas, and landscaping all be setback based on that Master Street Plan. Therefore, if you have one development over an acre it goes through Large Scale, they have the additional right-of-way, the sidewalk, and the landscaping whereas if you have a development less than an acre you don't get the same amount of right-of-way which doesn't allow for the street to be expanded in the future and you have potentially, for example, a used car lot that may not be meeting the Master Street Plan setbacks. This was brought to my attention by a local developer who asked to have me show him the ordinance where I could require this. I was unable to produce that ordinance and therefore, it is before you this evening. I ask that you make a recommendation for the City Council to approve this. Thank you.

Hoffman: Thanks Tim. There is no public to comment so I will go ahead and bring it to the Commission for motions and discussion. Anybody?

Motion:

Ostner: I move that we approve ADM 02-24.00.

Hoffman: And that is going to be for a recommendation to City Council for approval.

Allen: I second.

Hoffman: I have a second by Commissioner Allen. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 02-24.00 was approved by a vote of 8-0-0.

Hoffman: Thank you. The motion carries unanimously. Tim, is there any further business before us tonight or announcements?

Conklin: There is no additional business or announcements.

Hoffman: Thank you everybody for staying so late. We will see you next time. We are adjourned.

Meeting adjourned: 9:20 p.m.

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

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

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To amend the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

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:

Accounting Manager	Date	ADA Coordinator	Date
City Attorney 8/30/02	Date	Internal Auditor	Date
Purchasing Officer	Date		

GRANTING AGENCY:

STAFF RECOMMENDATION: Staff recommended approval and on August 26, 2002 the Planning Commission voted 9-0-0 to recommend the amendment be approved by the City Council.

Division Head	8-30-02 Date	**Cross Reference**
Department Director	9-4-02 Date	New Item: **Yes** **No**
Administrative Services Director	9/5/02 Date	Prev Ord/Res#: _____
Mayor	9/8/02 Date	Orig Contract Date: _____

RESOLUTION NO._____

A RESOLUTION AMENDING THE MASTER STREET PLAN TO RELOCATE THE EXTENSION OF HOLLYWOOD AVENUE FROM 18TH STREET TO BEST WAY STREET.

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

That the City Council hereby approves the amendment to the Master Street Plan as shown on Exhibit "A" attached hereto and made a part hereof.

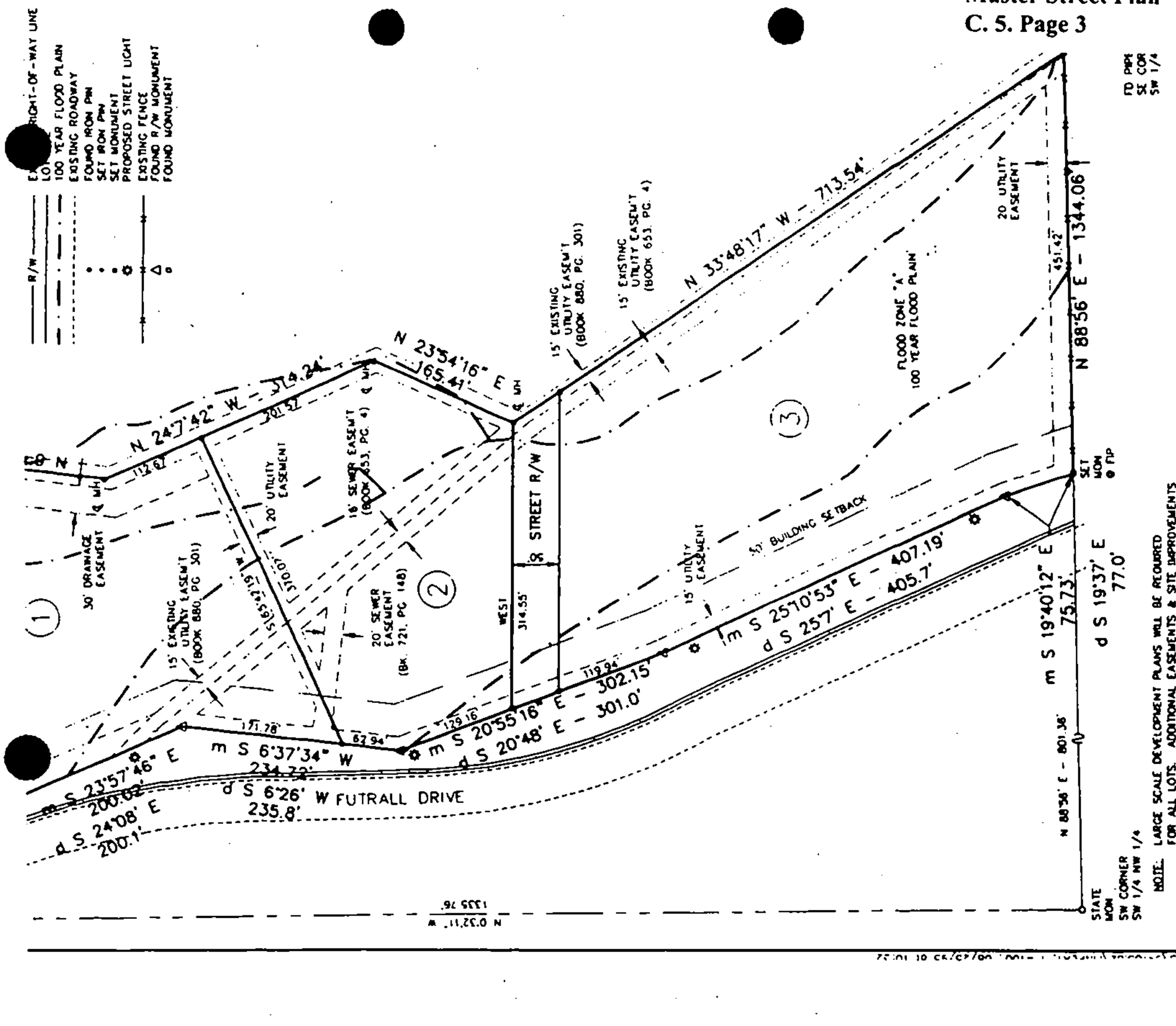
PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED: DRAFT

_____
Dan Coody, Mayor

ATTEST: DRAFT

By: _____
Heather Woodruff, City Clerk


R/W — RIGHT-OF-WAY LINE
LOT LINE
100 YEAR FLOOD PLAIN
EXISTING ROADWAY
FOUND IRON PIN
SET IRON PIN
SET MONUMENT
PROPOSED STREET LIGHT
EXISTING FENCE
FOUND R/W MONUMENT
FOUND MONUMENT
FD PIPE
SE COR
SW 1/4
N 88°56' E - 1344.06'
451.42'
20' UTILITY EASEMENT
FLOOD ZONE "A"
100 YEAR FLOOD PLAIN
15' EXISTING UTILITY EASEMENT (BOOK 880, PG. 301)
15' EXISTING UTILITY EASEMENT (BOOK 653, PG. 4)
N 33°48'17" W - 713.54'
N 23°54'16" E
165.41'
N 24°37'42" W - 314.24'
301.52'
112.61'
(3)
(2)
(1)
50' DRAINAGE EASEMENT
15' EXISTING UTILITY EASEMENT (BOOK 880, PG 301)
20' UTILITY EASEMENT
S 16°52'19" W
S 10°00'00" W
16' SEWER EASEMENT (BOOK 653, PG. 4)
20' SEWER EASEMENT (Bk. 721, PG 148)
WEST
314.55'
66' STREET R/W
15' UTILITY EASEMENT
50' BUILDING SETBACK
119.94'
179.16'
171.78'
62.94'
m S 6°37'34" W
234.72'
d S 6°26' W FUTRALL DRIVE
m S 23°57'46" E
200.02'
d S 24°08' E
200.1'
m S 20°55'16" E - 302.15'
d S 20°48' E - 301.0'
m S 25°10'53" E - 407.19'
d S 25°7' E - 405.7'
m S 19°40'12" E
75.73'
d S 19°37' E
77.0'
SET MON
FD PIPE
N 88°56' E - 801.36'
STATE MON
SW CORNER
SW 1/4 NW 1/4
NOTE: LARGE SCALE DEVELOPMENT PLANS WILL BE REQUIRED FOR ALL LOTS. ADDITIONAL EASEMENTS & SITE IMPROVEMENTS MAY BE REQUIRED IN CONNECTION WITH THE LARGE SCALE DEVELOPMENT PLAN APPROVAL PROCESS

ADM 02-27.00: Administrative Item (MSP-Hollywood, pp 559) to amend the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

Hoffman: Item seven on our agenda tonight is ADM 02-27.00, which is an Administrative Item to amend the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street. Staff is recommending that the Planning Commission amend the Master Street Plan to relocate the future extension of Hollywood Avenue south to 18th Street and to the west to connect to Best Way Street and forward to City Council for approval. Tim?

Conklin: Madam Chair, members of the Commission, staff has brought this forward due to looking at a major potential development being planned at the south location where Hollywood Avenue would connect with 18th Street. The current alignment of Hollywood Avenue divides the property into almost four parts due to the creek with the floodplain, hundred year floodplain and floodway at that location would require a major bridge crossing and potentially channelization just to make sure you would not cause the water to rise above the base flood elevation. Staff has looked at ways of connecting Hollywood Avenue to different areas in this part of town. Best Way Street was built when the Best Western motel was constructed. It was built approximately 390' from Futrall Drive back to the west and would provide a connection for Hollywood Avenue, which currently is a dead end street. Staff also looked at the possibility of trying to connect it back over to 15th Street and Beechwood. However, there is current development existing and development being planned currently that did not take into account the Master Street Plan amendment that we would consider this evening or that you would recommend to the City Council. The best location to avoid going into a hundred year floodplain/floodway requiring a large bridge would be to connect it with Best Way Street. Staff also contacted the Highway Department at the request of one of the Commissioners at agenda session. I talked to Elizabeth Mayfield Hart with the Arkansas Highway and Transportation Department today. She stated that there are no future plans of making Futrall Drive a one way street and the reason for that at this location is that there is no way to cross I-540 south of Sixth Street and the only way that they would make it one way is if there were some type of overpass that you would be able to get from one side to the other. Whereas, if you look to the north you have the overpass at Sixth Street and on Wedington. You actually can make a loop. If you made it one way in this location you could never get back over to the other side to come back up. That is why this part of Futrall is two way and that is why Shiloh Drive over by the Clarion is two way, because they were unable to have any type of connection. The likelihood of that happening is probably not great. Overall, staff is recommending approval of the Master Street Plan amendment. I think it will allow circulation within this area and also avoid another major creek crossing. Thank you.

Hoffman: Thank you very much Tim. Is there any member of the audience? Seeing none, I will go ahead and bring it back to the Planning Commission for further discussion.

Motion:

Estes: The current alignment is located within a floodplain/floodway and as Mr. Conklin has explained, would require extensive engineering and mitigation to meet FEMA, the U.S. Corp. of Engineers, and city requirements and it is for these reasons that I would move for approval of ADM 02-27.00.

Hoffman: Thank you. I have a motion by Commissioner Estes.

Shackelford: I will second.

Hoffman: There is a second by Commissioner Shackelford. Is there any further discussion?

Ostner: Tim, my question is for you. If we are going to this effort and to this consideration to avoid an extra bridge and channelization, as Commissioner Estes mentioned. I suppose my interest is this major potential developer is not going to channelize and bridge? I know it is not your place to know all these details.

Conklin: At this time with regard to the current alignment, if you look at that section line, which is the very thin line which makes the squares on the map, I am not sure if you can look at that. The alignment would create almost four separate parcels of land based on this current alignment. It pretty much bisects the property and then you have the creek at a diagonal. It makes it very difficult to develop that large piece of land. There may be creek crossings in the future going east and west but at this current alignment going north and south it pretty much breaks the property up into four or five pieces just because the creek being on a diagonal and the street running north and south. That is why I brought up the consideration of trying to turn it back to Beechwood and 15th. However, the change at this point in time could seriously impact development that has not been processed yet but is in the works. Tom Broyles brought through a rezoning and it went to City Council and he got approval for a particular number of units to be built at this location and SWEPCO has a sub-station on that section line which we have issued permits for and they have expanded so the street would have to fall all on one property owner if we turned it back to the east in that location. I didn't think that was probably the fair thing to do at this point in time since I know that there is a development being planned. There also may be an opportunity in the future to get through what used to be Baldwin Piano and have some type of street connection there. However, that property is currently developed also. I wouldn't imagine that we are going to see any additional development at that location but there may be ways to get over to Beechwood but right now we are looking at existing development and a potential development that is being planned right now.

Ostner: Thank you.

Bunch: Tim, in that same line, how wide is the easement for the major power line that runs north and south down through that property? It appears to be pretty much along the same line as the extension of Hollywood.

Conklin: I am not sure. If it is a major line typically they like to see 100' easements for like 161KV so it could be 100' easement. Removal of the Master Street Plan would not necessarily mean that we would not see local streets developed in this area for access for land back in there. Removal of the Master Street Plan would allow property to be developed without dedication of right-of-way for a future street that may be built sometime in the future. I just wanted to make that point also because I would expect additional development to be located east of the creek, which would have access to Hollywood Avenue and Best Way Street also. I don't think we are eliminating any future local streets in that area. Going directly through the property, that is what we would be eliminating.

Hoffman: Ok, thank you Tim. Does anybody else have any questions? I have a motion and a second on the floor. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 02-27.00 was approved by a vote of 9-0-0.

Hoffman: The motion carries unanimously. Tim, are there any announcements before we adjourn?

Conklin: No.

Hoffman: Ok, we are adjourned. Thank you everybody.

Meeting adjourned: 6:00 p.m.

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: Tim Conklin, AICP, City Planner
DATE: August 24, 2002

ADM 02-27.00: Administrative Item (MSP-Hollywood, pp 559) to amend the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

RECOMMENDATION

Staff recommends that the Planning Commission amend the Master Street Plan to relocate the future extension of Hollywood Avenue (south to 18th Street) to the west to connect to Best Way Street and forward to City Council for approval.

BACKGROUND

Staff is bringing this Master Street Plan amendment request to relocate the future extension of Hollywood Avenue to Best Way Street for the following reasons:

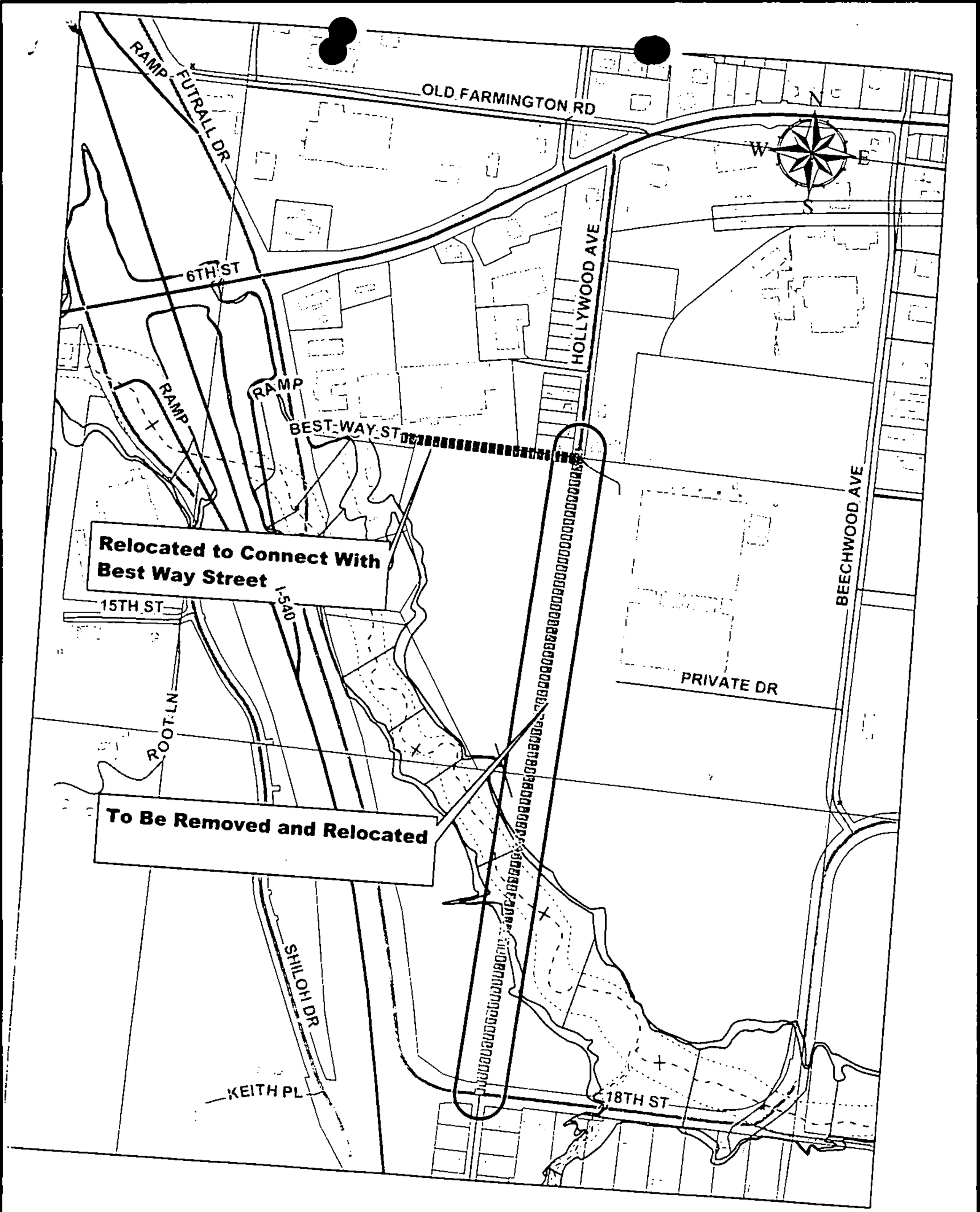
- The current alignment is parallel to Futrall Drive which provides a north/south road access to this area.

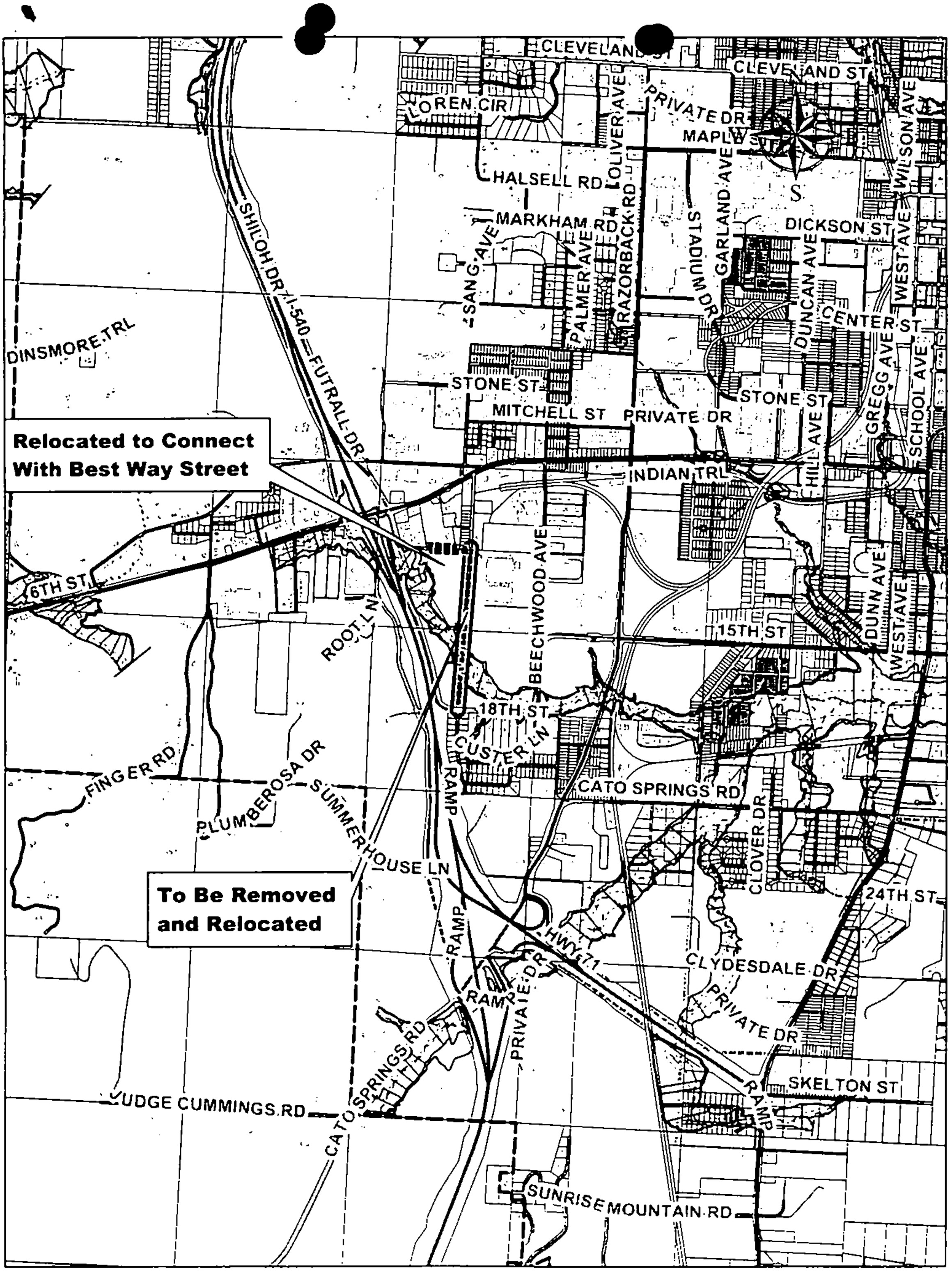
- The current alignment is located within a floodplain and floodway and would require extensive engineering and mitigation to meet the FEMA, U.S. Corps of Engineers, and City requirements.

- The proposed relocation to Best Way Street would be more feasible since Best Way Street has been dedicated and has already been constructed from Futrall to the east for approximately 390 feet.

- The proposed relocation would eliminate the possibility of removal of vegetation and habitat if a bridge were to be constructed across the creek.

- The current alignment divides existing property on each side of the creek which has resulted in making land to the south undesirable for a potential major development project being planned at this location.


OLD FARMINGTON RD
RAMP FUTRALL DR
6TH ST
HOLLYWOOD AVE
N
W
E
RAMP
RAMP
BEST WAY ST
Relocated to Connect With
Best Way Street
15TH ST
I-540
ROOT LN
To Be Removed and Relocated
BEECHWOOD AVE
PRIVATE DR
SHILOH DR
KEITH PL
18TH ST


Relocated to Connect With Best Way Street
To Be Removed and Relocated
CLEVELAND ST
LOREN CIR
HALSELL RD
MARKHAM
SAN G AVE
PALMER AVE
RAZORBACK RD
OLIVER AVE
PRIVATE DR
MAPLE
STADIUM DR
GARLAND AVE
DICKSON ST
WILSON AVE
WEST AVE
DUNCAN AVE
CENTER ST
REGG AVE
SCHOOL AVE
STONE ST
MITCHELL ST
PRIVATE DR
INDIAN TRL
HILL AVE
DINSMORE TRL
SHILOH DR
I-540 — FUTRALL DR
6TH ST
ROOT LN
BEECHWOOD AVE
15TH ST
DUNN AVE
18TH ST
CUSTER LN
CATO SPRINGS RD
CLOVER DR
24TH ST
FINGER RD
PLUMBEROSA DR
SUMMERHOUSE LN
RAMP
HWY 71
CLYDESDALE DR
SKELTON ST
JUDGE CUMMINGS RD
SUNRISE MOUNTAIN RD

PC Meeting of September 9, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement Vacation

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Matt Casey, Staff Engineer
DATE: September 5, 2002

Project: **VAC 02-09 & 10.00: Vacation (Chuck Calloway, pp 571)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of the Deerfield Subdivision. The request is to vacate two sections of utility easements. See the attached maps and legal descriptions for the exact locations of the requested easement vacations.

No objections from the adjacent property owners have been submitted to the City.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No objections.
Southwestern Electric Power Company - Not applicable
Arkansas Western Gas - No objections
SW Bell – No objections.
Cox Communications - No objections. "Any damage or relocate of existing Cox facilities will be at owner's expense."

City of Fayetteville:
Water/Sewer – No objections.
Street Department - No objections.
Solid Waste - No objections.
Engineering – No objections.

Recommendation: Approval of the proposed utility easement vacations 02-09 & 02-10.00 with the following conditions:

1. Any relocation of existing utility lines and facilities will be at the property owner's expense.

PLANNING COMMISSION ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: _____

Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____

CITY COUNCIL ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: __/__/__

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
THOMAS HENNELLY, P.E.
CHRISTOPHER B. BRACKETT, P.E.

8/8/02

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Att: Planning Dept.
Re: Calloway easement vacation

Enclosed herewith please find information pertaining to the vacation of 5' of easement of lot 2 & 34 of Deerfield Subdivision. We are also requesting a concurrent rezoning from R-0 to R-1. Single family houses were built on these R-0 lots, which have a 30' setback, and U E. The houses were built with a 25' setback and therefore the reason for a 5' vacation.

Thank you.

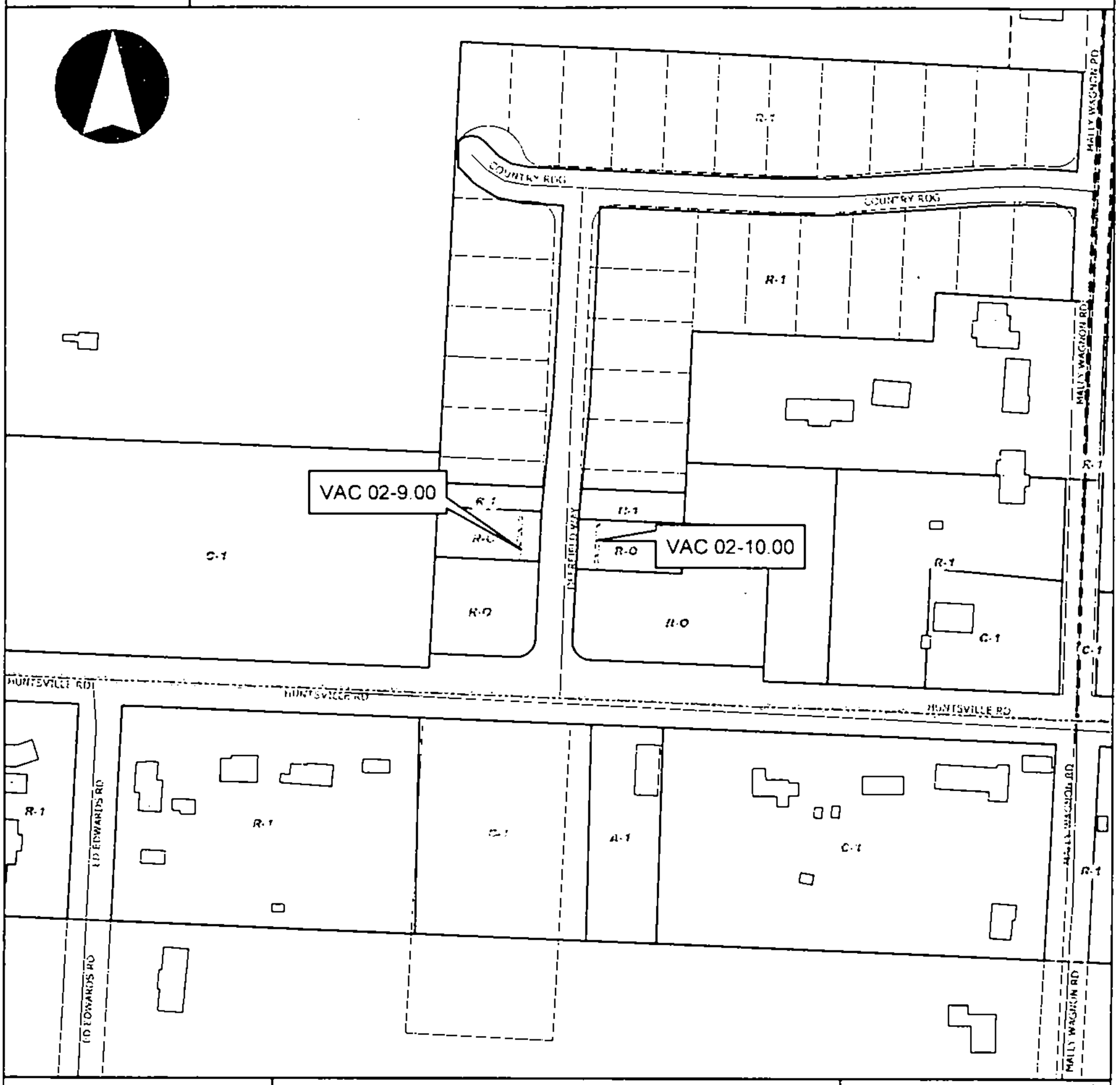
Sincerely;

David L. Jorgensen, P.E.

VAC02-9&10.00

Close Up View

CALLOWY



Overview

Legend

Subject Property

VAC02-9&10.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

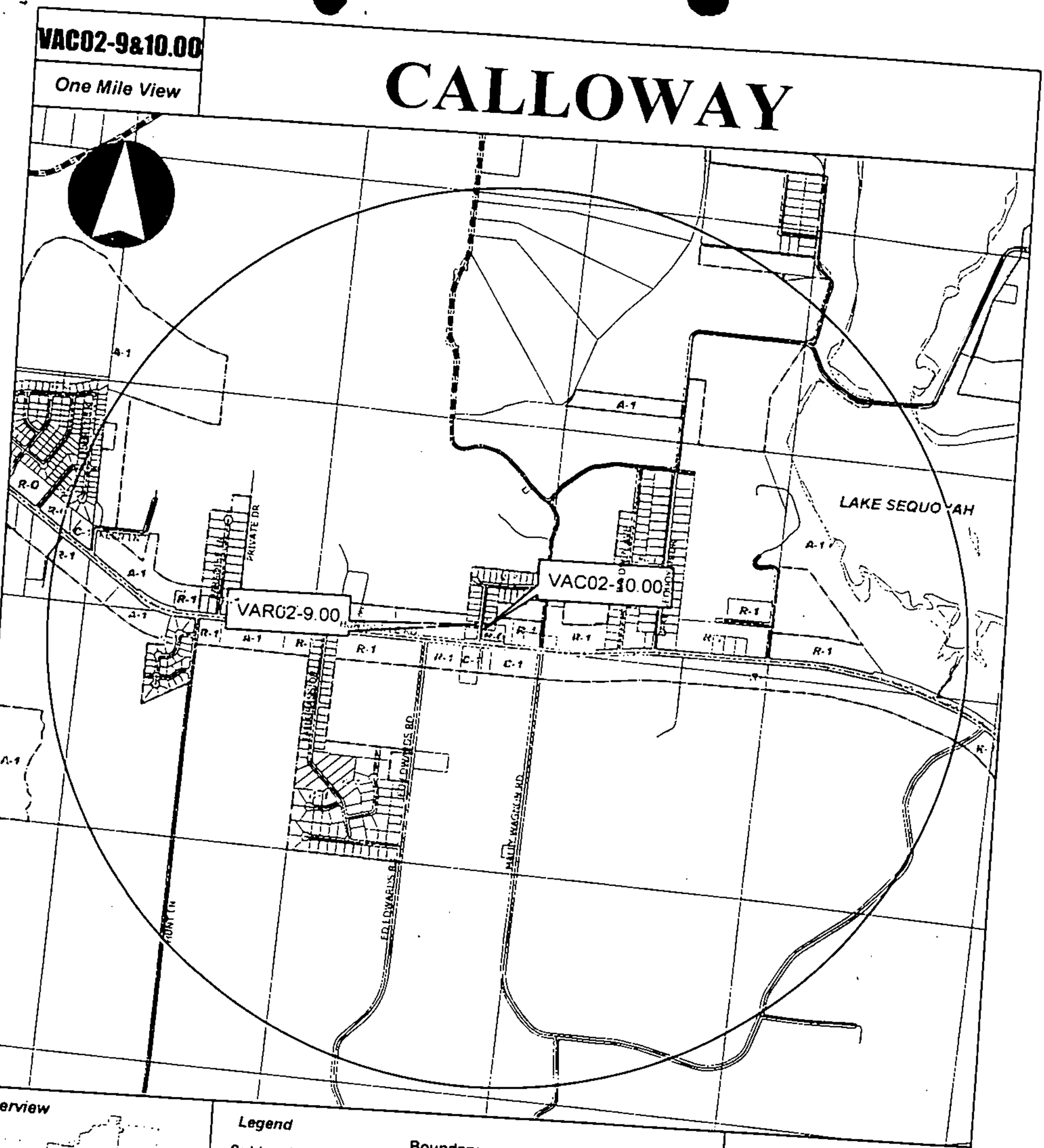
0 75 150 300 450 600

Feet

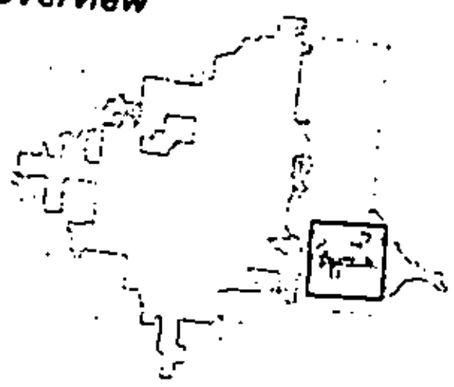
VAC02-9&10.00

One Mile View

CALLOWAY



Overview



Legend

Subject Property

VAC02-9&10.00

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 0.1 0.2 0.4 0.6 0.8 Miles

SEPTEMBER 10, 2002

AGENDA SESSION
CITY COUNCIL
SEPTEMBER 17, 2002

PRESENTATION

OZARK REGIONAL TRANSIT: Report from Ozark Regional Transit: Progress on Service Expansion.

ADDITIONAL INFORMATION:

CONSENT

1. **TASK ORDER #13:** A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

NEW ITEM:

1. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

NEW BUSINESS

C. 6 **OLD MISSOURI:** Remove Bill J. and Carol S. Ethridge part of Parcel No. 765-15696-001.

STAFF REVIEW FORM

_____ AGENDA REQUEST

X CONTRACT REVIEW

_____ GRANT REVIEW

McClelland Eng
Task Order # 13
FBO Hangar

For the Fayetteville City Council meeting of

FROM:

Ray M Boudreaux	Aviation & Economic Development	Airport
Name	Division	Department

ACTION REQUIRED:

Approval of Task Order # 13 by resolution of the Fayetteville City Council. Signature of the Mayor.

COST TO CITY:

$59,290	$748,172	Professional Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550.3960.5314.00	$176,906	Capital
Account Number	Funds Used to Date	Program Name
02073	$571,266	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X 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 Recommends approval

Division Head	Date
Department Director	Date: September 10, 2012
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes (No)

Prev Ord/Res #: 25-00

Orig Contract Date: 03-07-2000

Orig Contract Number: 747

STAFF REVIEW FORM

Page 2

Description: _____

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7642

AVIATION AND ECONOMIC DEVELOPMENT
RAY M. BOUDREAUX, DIRECTOR

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: September 10, 2002
SUBJECT: Task Order #13, FBO Hangar

Background: Airport Management is developing goals for the future development of unused airport property for the purpose of enhancing the future revenue potential of the facility. The airport currently lacks *any* vacant hangar space.

Purpose: Task Order #13 authorizes the planning and engineering work for the proposed 18,750 sq ft hangar. The hangar will accommodate up to twenty (20) single-engine aircraft and could potentially generate $4,000 monthly in airport lease revenue, plus potential fuel sales generated by additional airport based aircraft.

It is envisioned that the hangar will be managed by the Airport Operations (FBO) program staff. The hangar will be operated as a "Full Service," heated hangar, meaning that airport staff will provide aircraft towing to the terminal ramp, fueling, minor cleaning, de-icing, and other pre-flight preparations to aircraft owners.

The Airport Board, at their meeting of June 6, 2002 approved of the project concept and initiation of Task Order #13, and requested the contract be forwarded to the City Council for approval.

Budget Considerations:
The FBO Hangar project is not included in the airport's Capital Improvements program budget. However, sufficient budget funding exists in the Professional Services line item for the engineering / design portion of the project. The project has received Arkansas Department of Aeronautics grant funding approval (Dept. of Aeronautics grant # 1926-02) of $200,000 for planning and construction of this project.

Requested Action: Staff recommends approval of, and signature by the Mayor of the attached Task Order #13, with McClelland Consulting Engineers, Inc.

RB/jn

Attachments: Task Order #13

TASK ORDER NO. 13

FBO HANGAR

FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to hangar improvements at the Fayetteville Municipal Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: assistance in applying for state funding for the project; the preliminary engineering for a 150' x 125' Fixed Base Operator Hangar on the western side of the airport property, south of the existing Terminal Building; preliminary and final cost estimates; meetings with the City to review various aspects of the project; and engineering services associated with detailed design and construction.

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed (NTP), the ENGINEER will endeavor to execute the project as expeditiously as possible to enable the Owner to solicit competitive bids for construction during the month of September 2002.

SECTION III - SCOPE OF SERVICES

The ENGINEER shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, the project is likely to include:

A. Assisting the City in making application for a grant from the Arkansas Department of Aeronautics.

B. Surveying.

C. Performing preliminary engineering.

D. Formulating preliminary and final construction cost estimates.

E. Meeting with the City to discuss design criteria, desired features, and schedule.

F. Performing the detailed design of the construction project as determined by the City.

G. Coordinating with the Arkansas State Department of Aeronautics to secure their review of the proposed project.

H. Advertising for competitive bids and recommending the award of a construction contract.

I. Construction administration and inspection.

J. Construction staking for a baseline and benchmark.

K. Construction materials testing.

L. Providing a set of "Record Drawings" at the completion of construction based upon the Contractor's mark-ups.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to the Engineer as compensation for his services:

A. Application to State:	a lump sum of	$800.
B. Preliminary Engineering:	a lump sum of	$17,570.
C. Detailed Design:	a lump sum of	$15,630.
D. Bidding Service:	a lump sum of	$1,240.
E. Construction Administration & Inspection:	hourly rates, estimated to be	$20,860.
F. Construction Staking:	a lump sum of	$690.
G. Construction materials testing:	hourly rates & unit prices, estimated to be	$2,500.

Appendix A presents hourly rates for personnel anticipated to be assigned to this project as well as the basis of payments to be made to the ENGINEER.

SECTON V - BASIC AGREEMENT IN EFFECT:

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

FOR THE CITY OF FAYETTEVILLE:

By: _____

Mayor

Attest: _____

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: _____

President

Attest: _____

Vice President

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 13

FIXED BASED OPERATOR HANGAR

FAYETTEVILLE MUNICIPAL AIRPORT

LINE	TASK DESCRIPTION	PROJECT DIRECTOR $105.00	PROJECT MGR./ENGR. $90.00	PROJECT ENGINEER $80.00	ENGINEERING TECHNICIAN $57.00	CADD OPER. 1 $59.00	CADD OPER. 2 $49.00	CADD OPER. 3 $34.00	LICENSED SURVEYOR $60.00	SURVEY CREW $95.00	CLERK TYPIST $35.00	INSPECTOR $38.00	MILEAGE $0.35	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
A	APPLICATION TO STATE FOR FUNDING	0	4	1	1	0	4	0	0	0	2	0	0	$0.00	$20.00	$783.00
B	PRELIMINARY ENGINEERING															
	SCOPING MEETING	1	1													$195.00
	SURVEYING		1						1	3			14		$50.00	$489.90
	PRELIMINARY LAYOUT		0.5	5			4									$641.00
	DES. DEVEL.: DRAWING ORGANIZATION			0.25				1.5								$71.00
	DES. DEVEL.: GRADING PLAN/SET ELEVATIONS		1	2	1		4									$503.00
	DES. DEVEL.: DRAINAGE PLAN/COORD. WAPRON		1	2				4								$386.00
	DES. DEVEL.: UTILITY PLAN/UTILITY SERVICES		1	2			8									$544.00
	DES. DEVEL.: HANGAR PLAN/STRUCTURAL/RR		2	8			8	10								$1,552.00
	DES. DEVEL.: PAVING SECTIONS			1			1									$129.00
	DES. DEVEL.: AIRSIDE ACCESS PLAN		0.5	1			2	1								$257.00
	DES. DEVEL.: LANDSIDE ACCESS PLAN		4	6			12									$1,428.00
	DES. DEVEL.: ELECTRICAL PLAN	1	1			2					1			$9,500.00	$500.00	$10,348.00
	OUTLINE SPECIFICATIONS		1	0.5							2					$200.00
	UPDATE COST ESTIMATE		0.5	1												$125.00
	IN-HOUSE REVIEWS		2			2										$298.00
	MEETING WITH OWNER		2	2												$400.00
	SUBTOTAL, PRELIMINARY ENGINEERING	2	18.5	30.75	1	4	37	16.5	1	3	3	0	14	$9,500.00	$610.00	$17,566.90
C	DETAILED PLANS															
	DETAIL DES.: DRAWING ORGANIZATION						1									$49.00
	DETAIL DES.: GRADING PLAN & DETAILS		0.5	1.5			2	8								$535.00
	DETAIL DES.: DRAINAGE PLAN & DETAILS		0.5	8			2									$783.00
	DETAIL DES.: UTILITY PLAN & DETAILS		2	2		1	2									$497.00
	DETAILED DES.:HANGAR PLAN & DETAILS/RR		2	16		4	16	40								$3,840.00
	DETAIL DES.: PAVING DETAILS		2	2		0.5	2									$467.50
	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		0.5	1			2	4								$359.00
	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		2	12			6	8								$1,706.00
	DETAIL DES.: ELECTRICAL PLAN & DETAILS		0.5			2					0.5			included above	included above	$180.50
	SPECIFICATIONS		3	40							35				$200.00	$4,895.00
	IN-HOUSE REVIEWS	1	4	1		2										$663.00
	FINAL COST ESTIMATE		1	6							1			included above	included above	$605.00
	REVIEW MEETING WITH OWNER		2	2										included above	included above	$343.50
	REVISIONS TO PLANS & SPECS		1	1		1	2	8			1		10		$75.00	$709.00
	SUBTOTAL, DETAILED DESIGN	1	21	92.5	0	10.5	35	68	0	0	37.5	0	10	$0.00	$275.00	$15,632.50
D	BIDDING	0	4	8	0	0	0	0	0	0	1	0	10	$150.00	$50.00	$1,238.50
E	CONSTR. ADMIN. AND INSPECTION															
	CONSTR. ADMINISTRATION	1	12	32							8					$4,025.00
	CONSTR. INSPECTION											420	650	$650.00		$16,837.50
	SUBTOTAL, CONSTRUCTION PHASE	1	12	32	0	0	0	0	0	0	8	420	650	$650.00	$0.00	$20,862.50
F	CONSTRUCTION STAKING	0	0	0.5	0	0	0	0	1	6	0	0	16	$0.00	$15.00	$690.25
G	CONSTRUCTION MT'LS TESTING	0	1	3	0	0	0	0	0	0	0	0	40	$0.00	$2,160.00	$2,504.00
	GRAND TOTAL, ENGINEERING SERVICES	4	60.5	167.75	2	14.5	76	84.5	2	9	51.5	420	739	$10,300.00	$3,130.00	$59,277.65

STAFF REVIEW FORM

X **Agenda Request**
____ **Contract Review**
____ **Grant Review**

For the Fayetteville City Council meeting of September 17, 2002

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZN 02-26.00 as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

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

STAFF RECOMMENDATION: Staff recommended approval and on September 9, 2002, the Planning Commission voted 8-0-0 to recommend the rezoning be approved by the City Council.

Division Head	Date	**Cross Reference**
Hugh Earnhart	9-10-02	
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 02-26.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.45 ACRES LOCATED AT 1429 AND 1430 DEERFIELD WAY, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN & ASSOCIATES ON BEHALF OF CHUCK CALLOWAY.

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

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

From R-O, Residential Office to R-1, Low Density Residential as shown in Exhibit A attached hereto and made a part hereof.

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

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By:_____
DAN COODY, Mayor

ATTEST:

DRAFT

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZN 02-26.00

LOT 34 DEERFIELD PLACE SUBDIVISION AS PER PLAT ON FILE IN OFFICE OF THE CIRCUIT CLERKOF WASHINGTON COUNTY, ARKANSAS. ALSO, LOT 2 DEEFRIELD PLACE SUBDIVISION AS PER PLAT ON FILE IN OFFICE OF THE CIRCUIT CLERK OF WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 5, 2002

RZN 02-26.00: Rezoning (Calloway, pp 571) was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deer field Way. The property is zoned R-O, Residential Office and contains approximately 0.45 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: September 9, 2002		
CITY COUNCIL ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: October, 1, 2002 (If approved, 1st reading)		

Comments: _____

_____

_____

H:\USERS\COMMON\PLANNING\REPORTS\PCREPORTS 2002\SEPTEMBER\9-9\CALLOWAY_RZN02.26.DOC

BACKGROUND:

Property Description. The subject property is in the Deerfield Place Subdivision at Huntsville Rd. and Deerfield Way. The final plat was approved on June 11, 1998. The final plat indicates the neighborhood as R-1 Low Density Residential, except lots 1, 2 and 34, 35, which are zoned R-O Residential Office. The R-O district has a 30' front setback and R-1 has a 25' front setback. All single-family houses in the subdivision were built at the 25' front setback, including lots 2 and 34. Therefore, the structures were built 5' into the required 30' setback of the R-O district.

Proposal: The applicant requests to rezone the property from the R-O district to the R-1 district so that all residential structures are in the R-1 district and compliant with the zoning regulations.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single Family Residential	R-1 Low Density Residential
South	Commercial – Office	R-O Residential Office
East	Vacant	A-1 Agriculture
West	Vacant	A-1 Agriculture

INFRASTRUCTURE:

Streets: North: N/A
South: Huntsville Rd.
East: Mally Wagnon Rd.
West: N/A

Water: Existing

Sewer: Existing

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

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 the Future Land Us Plan, which designates these properties as residential. Also, the proposed zoning is consistent with the other properties in the neighborhood, which are single-family residential.**

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

Finding: **The single-family homes already exist on-site. Rezoning the property so that the existing structures are compliant with zoning is justified.**

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

Finding: ***Findings of Planning:***
Using Trip Generation Rates, the average weekday volume would increase by 19 trips.

Findings of Public Works:
The proposed zoning may result in additional traffic volumes for this area, due to the potential change in land use. The access to the developed site and the circulation network within the development shall be reviewed in detail as part of the subdivision submission process or large scale development process. The layout, connectivity, circulation plan, ingress and egress provisions will be reviewed in detail as the information becomes available.

Note: **This site has been through the subdivision review process.**

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: ***Findings of Planning:***
The average household size in Fayetteville in 2000 was 2.21. Using this figure, the estimated increase in population from the two additional households is 4.42.

Findings of Public Works:
The proposed zoning may increase the total population of this area, adding to the loading on the existing infrastructure systems. During the development's review and approval process the adequacy of the existing infrastructure to accommodate the service requirements will be assessed by the developer's consultant and reviewed by city staff. Any inadequacies, lack of availability, need for improvements and determination of responsibility for the infrastructure improvements shall be resolved during the development's review/approval process.

Findings of Fire Department:
Estimated response time is 7 to 10 minutes for this location. Additional fire hydrants will be required. Streets with 20' of unobstructed width and cul-de-sacs with proper turning radius for vehicles.

Findings of Police Department:
The police department does not have any objection to the rezoning being granted. They do not believe there will be any adverse affect to public safety should this property be rezoned.

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 Zoning: R-O
From Chapter 161 Zoning Regulations
Fayetteville Unified Development Ordinance

§161.12 DISTRICT R-O RESIDENTIAL OFFICE.

A . Purpose. The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 5	Government Facilities
Unit 8	Single-Family and Two-Family Dwellings
Unit 12	Offices, Studios and Related Services
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 9	Multi-Family Dwelling - Medium Density
Unit 10	Multi-Family Dwelling - High Density
Unit 13	Eating Places

C. Bulk and Area Regulations.
(Per Dwelling Unit for Residential Structures)

Lot Minimum Width:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home Park	50 ft.
	One Family	60 ft.
	Two Family	60 ft.
	Three or More	90 ft.
Lot Area Minimum:	Mobile Home Park	3 acres
	Lot Within a Mobile Home Park	4200 sq. ft.
	Row Houses: Development Individual Lot	 10,000 sq. ft. 2500 sq. ft
	Single Family	6000 sq. ft
	Two Family	6500 sq. ft
	Three or More	8000 sq. ft
	Fraternity or Sorority	1 acres
Land Area Per Dwelling Unit:	Mobile Home	3000 sq. ft.
	Row Houses &Apartments: Two or More Bedrooms One Bedroom No Bedroom	 1200 sq. ft. 1000 sq. ft. 1000 sq. ft
	Fraternity or Sorority	500 sq. ft., per resident

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

From Street ROW	30 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.
From Side Property Line	10 ft.

From Side Property Line When Contiguous to a R-1, R-2 or R-3 District	15 ft.
From Back Property Line Without Easement or Alley	25 ft.
From Center Line of Public Alley	10 ft.

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

F. Height Regulations. There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any R-1, R-2, or R-3 District an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.041; Code 1965, App. A, Art. 5(x); Ord. No. 1747, 6-29-89; Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

Proposed Zoning: R-1
From Chapter 161 Zoning Regulations
Fayetteville Unified Development Ordinance

§ 161.04 DISTRICT R-1: LOW DENSITY RESIDENTIAL.

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

B. Uses.

1. Permitted Uses.

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

2. UsesPermissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 8	Single-Family and Two-Family Dwellings

C. Density.

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

D. Bulk and Area Regulations.

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

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

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

(Code 1991, §160.031)

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
THOMAS HENNELLY, P.E.
CHRISTOPHER B. BRACKETT, P.E.

8/7/02

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Att: Planning Department
Re: Rezoning property at 1429 & 1430 Deerfield Way

Attached herewith please find the documents required for rezoning the above referenced property.

This is Lot 2 & 34 of Deerfield Place Subdivision and is currently zoned R-0. There is a single-family residence on each lot. The owner wished to rezone to R-1 so that he conforms to proper setbacks.

All utilities are in-place and this will not be detrimental to the surrounding area. Property to the north is R-1, R-0 to the south and A-1 east and west. No increase in traffic will take place due to this rezoning. In addition, population density will not be altered.

Please review and call concerning any questions you may have.

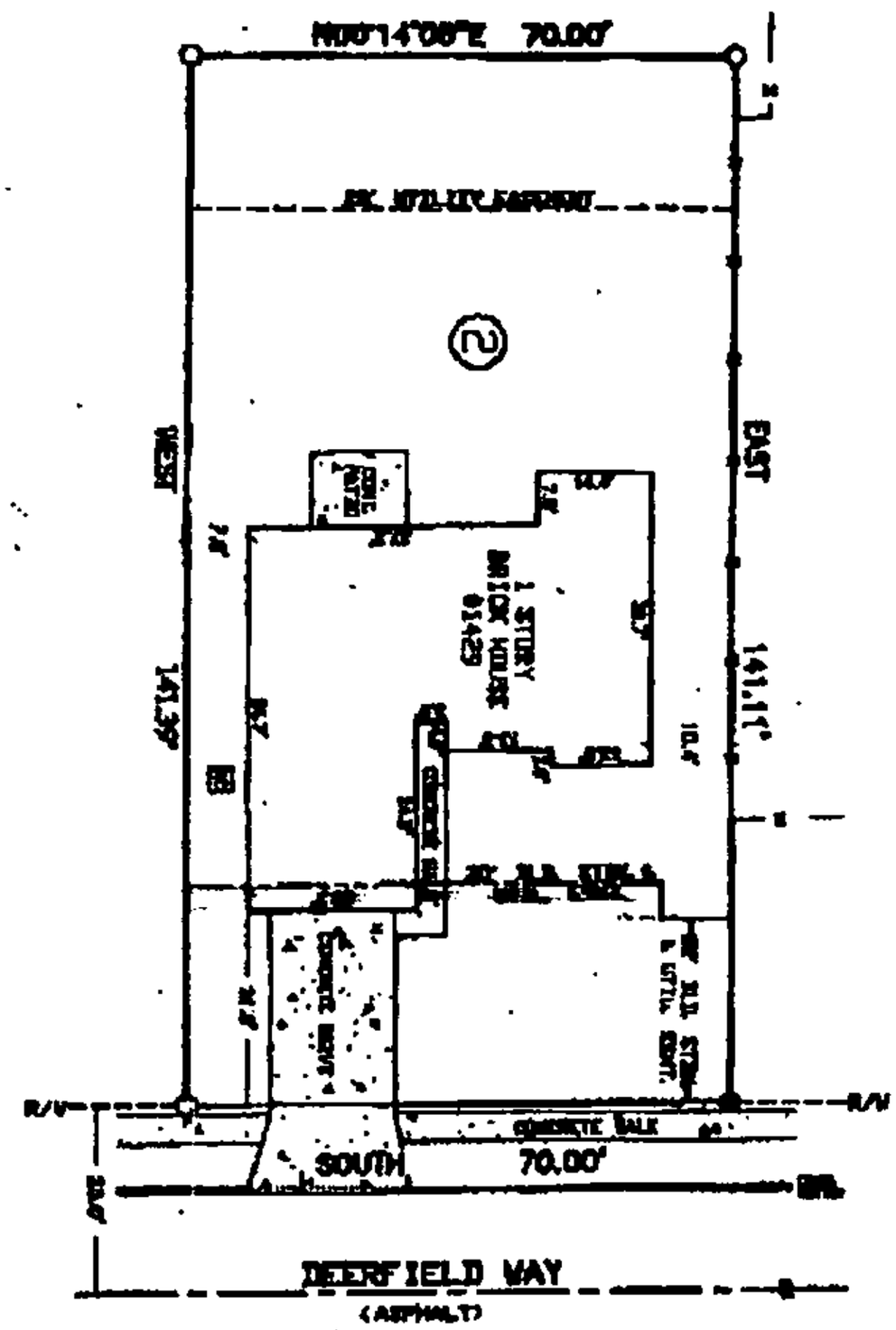
Thank you.

Sincerely;

David L. Jorgensen, P.E.

EXHIBIT B

LOT NUMBERED TWO (2) DEERFIELD PLACE SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.



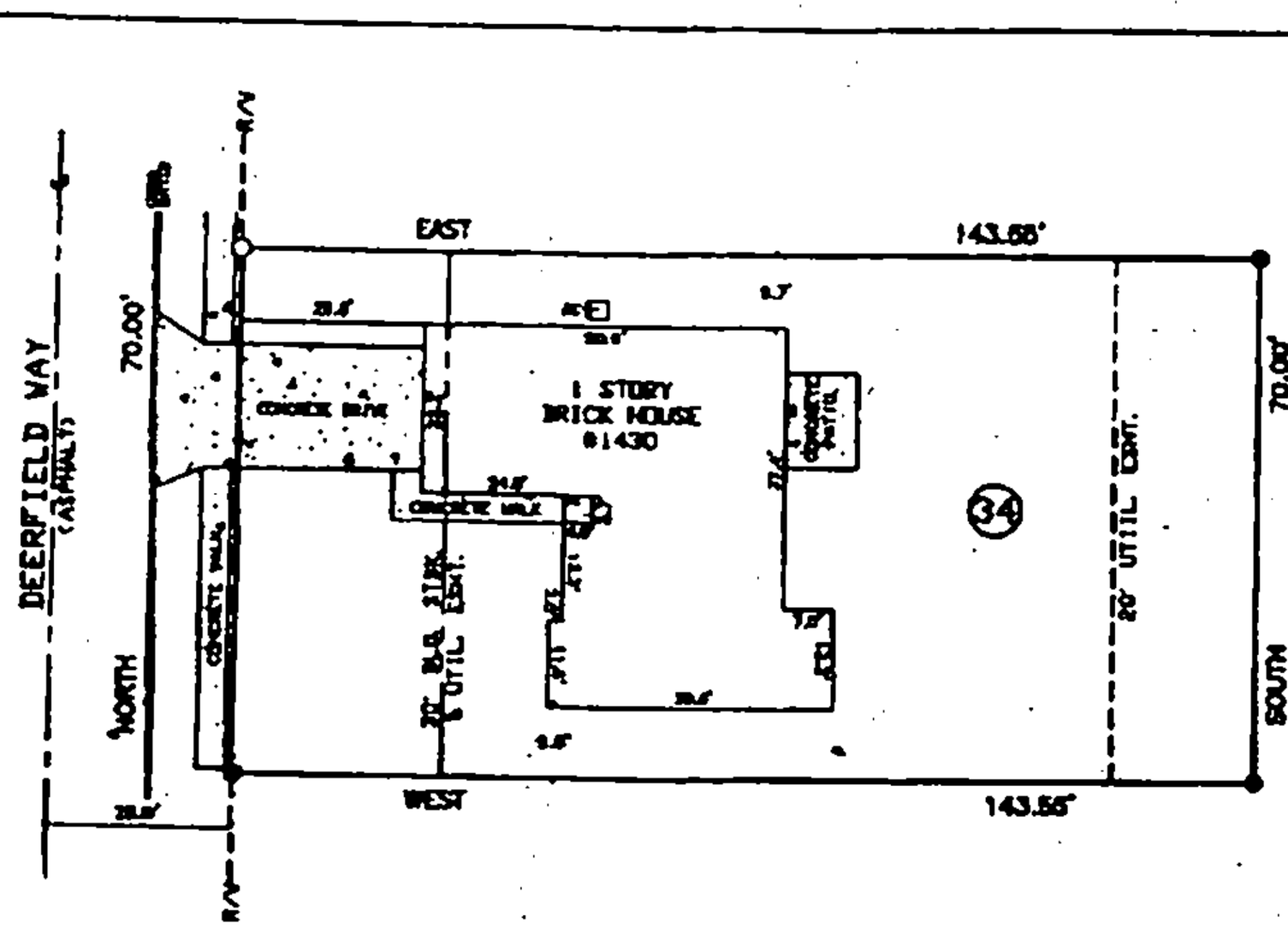
PLAT TITLE

SURVEY FOR:	1610 DEERFIELD WAY FAYETTEVILLE, ARKANSAS
BUILDER:	CHARLES AND PAM CALLOWAY
SURVEYOR AND ALTA/ACSM CERTIFICATION:	WILLIAM R. SMITH, JR. ARKANSAS REG. NO. 9407
DATE OF SURVEY:	11 & 12 DECEMBER, 2001
SURVEY NO.	1
SURVEYED BY:	SMITH & ASSOC. INC.
SCALE:	1" = 20'
EQUIPMENT:	TOPCON GTS-3
BASIS OF BEARINGS:	PLAT
DEED REFERENCE:	2001-0000
TITLE COMMITMENT:	NONE
FLOOD ZONE:	"X"
COMMUNITY PANEL NO.:	050216 0015 C
DATE OF FIRM:	4/19/91

SET IRON ○
EXISTING IRON ●
FENCE LINE —x—

0' 20' 40' 60'

EXHIBIT A



LOT NUMBERED THIRTY-FOUR (34), DEERFIELD PLACE SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

BUYER: BRUCE AND MEREDITH RICHARD

SELLER: CHARLES AND PAM CALLOWAY

ADDRESS: 1430 DEERFIELD WAY
FAYETTEVILLE, ARKANSAS

○ SET IRON
● EXISTING IRON

0' 20' 40' 60'

WACO TITLE		
DRAWN CTF	DATE 06/20/02	ALAN REID & ASSOC. 118 E. COLLEGE AVE.
APPROVED	DATE	FAYETTEVILLE, AR 479.444.8784
SCALE 1" = 20'	SHEET 1 of 1	PROJECT NO. 02180

PAGE 03
TOTAL P.02
MAY-23-2002 THU 09:45AM IO:

Fayetteville Police Department

Memo

RECEIVED
SEP 0 5 2002
PLANNING DIV.

To: Shelli Rushing

From: Capt. Greg Tabor

Date: 9-2-02

Re: RZN 02-27.00 and RZN 02-26.00

After reviewing the above rezoning requests and looking at the properties described the police department does not have any objection to the rezoning being granted. We do not believe there will be any adverse effects to public safety should these properties be rezoned. If you have any questions or need further assistance, I can be reached at extension 520.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Public Works Director
FROM: Shelli Rushing, A.I.C.P., Associate Planner
THRU: Tim Conklin, A.I.C.P. City Planner
DATE: August 30, 2002

Response to Adequacy of Public Facilities for Rezoning Proposals

The Planning Commission bylaws identify five findings that the Planning Commission must make in order to determine the appropriateness of proposed zoning. Two of those findings pertain to other departments. The Fayetteville Planning Division is requesting your assistance in making those findings.

We have received an application for the following rezoning request(s). We ask that you make a finding on these proposals in regards to the services you provide. Please address the findings provided in italics.

1. **RZN 02-27.00: Rezoning (Edens, pp 436)** was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brook Lane. The property is zoned A-1, Agricultural and contains approximately 6.10 acres. The request is to rezone to RMF-6, Low Density Multi-Family Residential. There are currently 22 residential units (11 duplexes) on the subject property. The proposed zoning would create a potential for 36 total residential units on the property.

   - *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.* (Public Works Director)

   - *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.* (Public Works Director, Fire, Police)

     Response time estimation 7-10 minutes
     A Solid Driving surface would be needed for this complex, access to buildings with proper turning radius or an U shape street.
     Additional fire hydrants will be required

2. [redacted] was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deer field Way. The property is zoned R-O, Residential Office and contains approximately 0.45 acres. The request is to rezone to R-1, Low Density Residential. There are already existing single-family homes at these addresses.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.* (Public Works Director)

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*Estimated response time 7-10 minutes
*Additional Fire hydrants will be required
*Streets with 20 feet of unobstructed width,
cul-de-sac?-proper turning radius for vehicles

Please return this form with your comments to Shelli in the Planning Division by Wednesday, September 4, 2002. You may also call me at extension 269 or e-mail. Thank you.

Name _____ Department_____

Danny Farrar-Fire Prevention Bureau

FAYETTEVILLE

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2. **RZN-02-26.00: Rezoning (Calloway, pp. 671)** was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deer field Way. The property is zoned R-O, Residential Office and contains approximately 0.45 acres. The request is to rezone to R-1, Low Density Residential. There are already existing single-family homes at these addresses.

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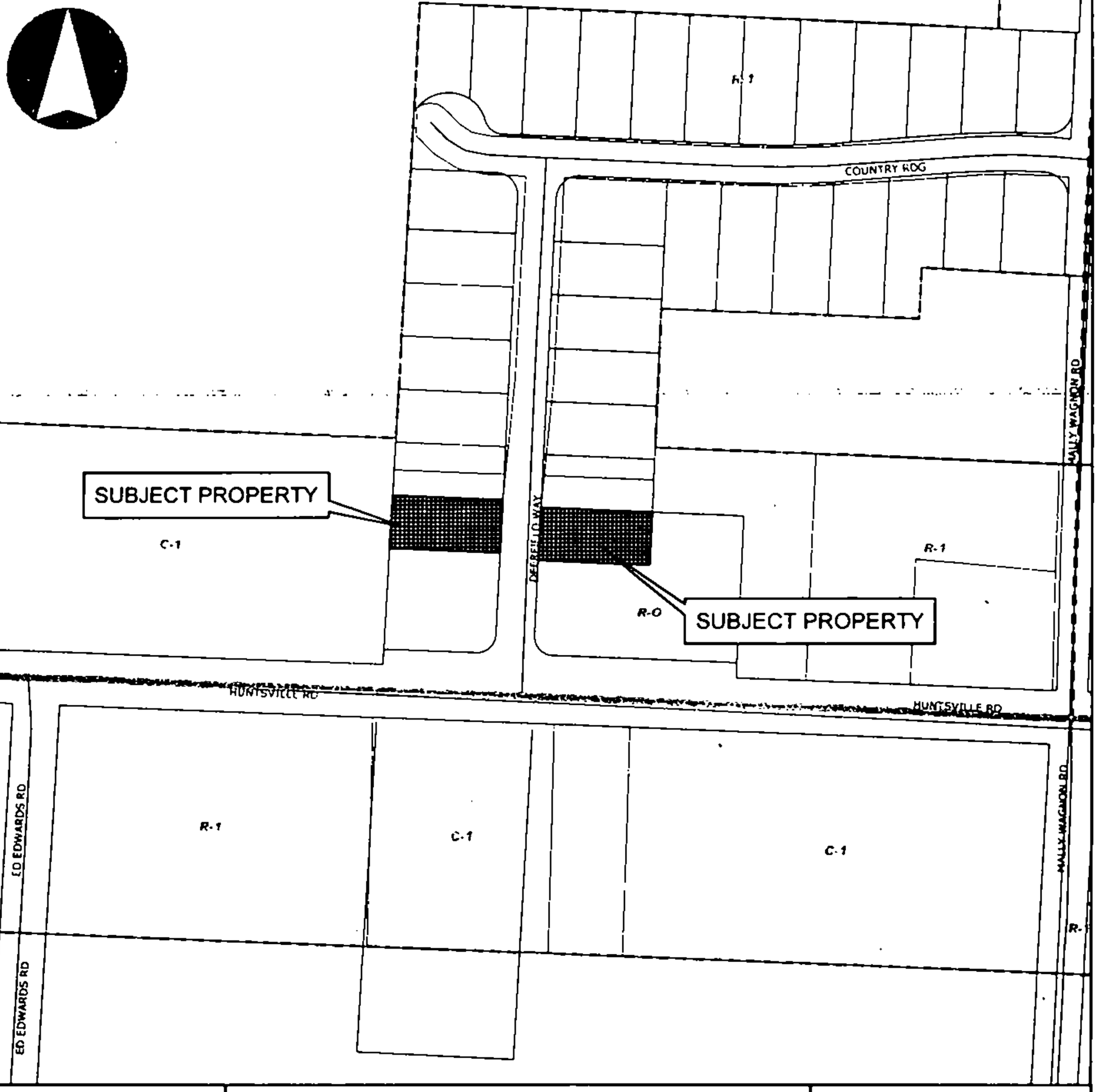
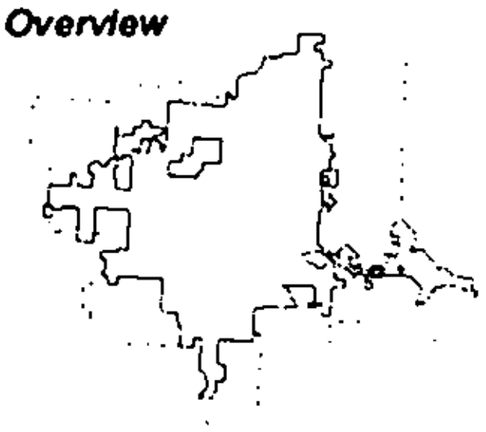
RZN02-26.00

One Mile View

CALLOWAY



Overview



Legend

Subject Property

RZN02-26.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

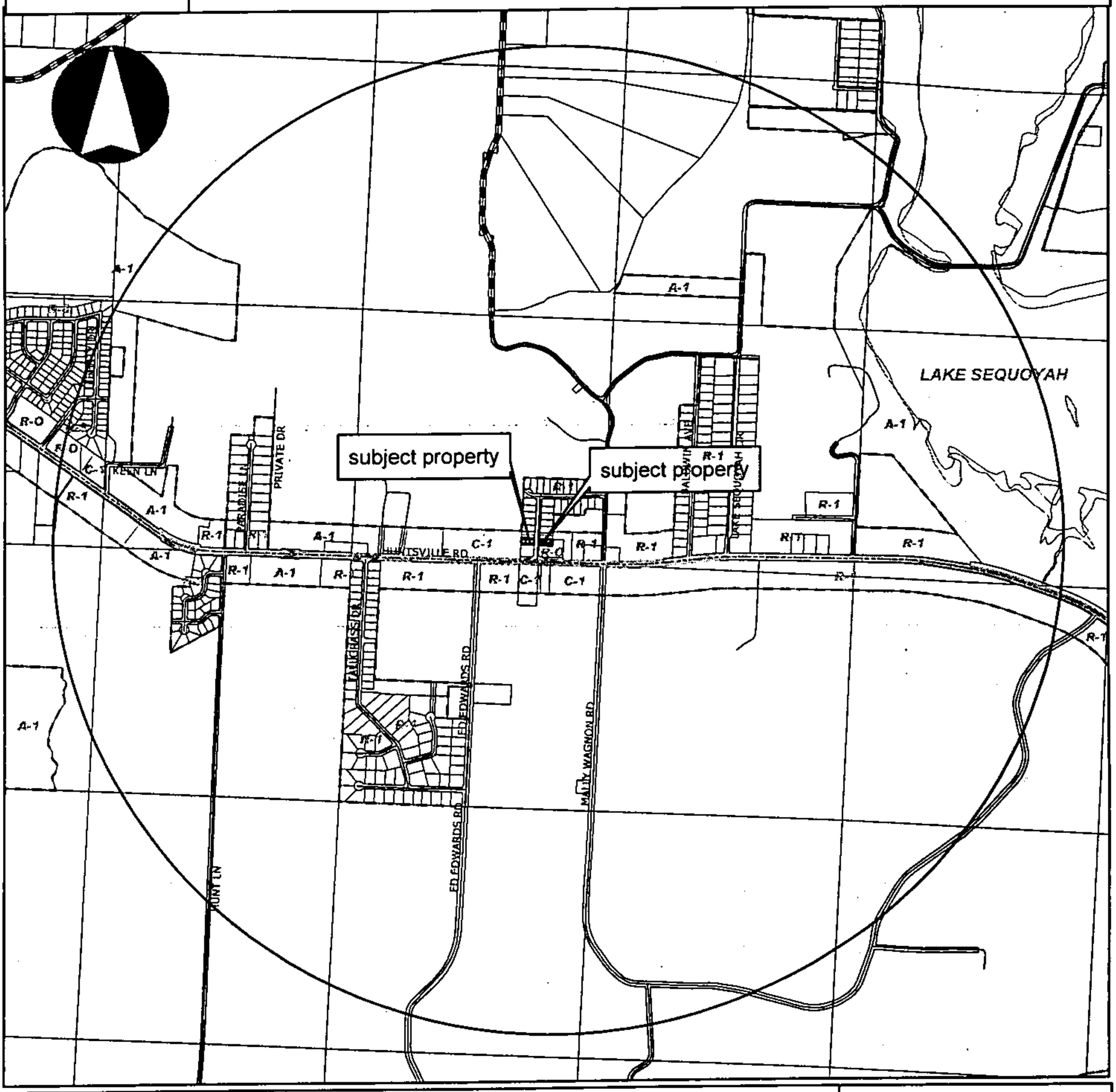
Historic Collector

0 75 150 300 450 600 Feet

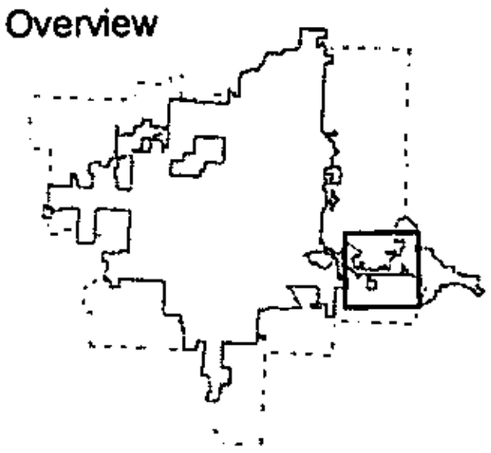
RZN02-26.00

One Mile View

CALLOWAY



Overview



Legend

Subject Property
- RZN02-26.00

Streets
- Existing
- Planned

Boundary
- Planning Area
- Overlay District
- City Limits
- Outside City

Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Colector

0 0.1 0.2 0.4 0.6 0.8 Miles

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Public Works Director
FROM: Shelli Rushing, A.I.C.P., Associate Planner
THRU: Tim Conklin, A.I.C.P. City Planner
DATE: August 30, 2002

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Danny Farrar-Fire Prevention Bureau

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Fayetteville Police Department

Memo

RECEIVED
SEP 0 5 2002
PLANNING DIV.

To: Shelli Rushing

From: Capt. Greg Tabor

Date: 9-2-02

Re: RZN 02-27.00 and RZN 02-26.00

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: September 10, 2002

Subject: Excess Trash

The City Council during the regular meeting on Tuesday requested a review of options available for dealing with excess trash that residents may have. The Solid Waste and Recycling Division began a quick survey of the programs that other communities have implemented and how they have dealt with this issue. **The practice from these other communities tends to indicate that the perception of the problem is much greater that the actual problem that our customers will experience,** especially if we are able to communicate clearly with our customers on how they should chose what to recycle and reuse and what to throw away for landfilling.

Attached is information that has been received. All communities that have a rate structure that encourages excess trash rather than reduction, report problems with some portion of their customer base who abuse the free or low cost throwaway programs.

As the Council can determine from the summary attached that some program designs and rates tend to encourage the continuing cycle of waste rather than conservation. Our rate structure encourages conservation, but free throwaway days would seem to be counter to the established tradition of the community in reduction of waste and landfill utilization.

The staff recommends the following options in order of preference:

1. That rather than encouraging excess trash, that the City promote waste reduction during holidays and also encourage customers to select a cart size that will accommodate their actual needs rather than just their minimal needs, or
2. That the City promotes a "Clean Sweep" program which would be a reservation call-in permitted once per year at no cost for either trash or bulky items. This would be a service expansion of the current bulky waste pickup service which is not utilized by a significant number of our customers, or
3. That excess trash only be permitted on normal pickups during the grace periods defined by Council. That the excess bags be adjacent to the trash cart. That tags or stickers be affixed to each excess bag of trash. The tags or stickers can be sold at retail outlets and public facilities for a per bag fee. The driver would dismount the vehicle and place the extra bags into the cart and re-dump.

Special Collections Summary of Other Communities

City	Special Collections Procedures	Advantages	Disadvantages
Austin, TX Automated cart collection- **YES**	Extra garbage collected the week after Christmas and the first week of April. Extra garbage sticker must be attached. Extra garbage is priced at $2 per bag if tagged and $4 if not tagged and added to the utility bill.	Allows for outlet of extra garbage twice per year and collects charge for service. Has extensive recycling program to divert paper and cardboard from holiday collections.	System is abused by public because they are "allowed" to set out extra trash. Collectors usually pick up extra trash and don't report it because of fear of backlash and hassle. Demands longer and more time consuming routes if major abuses occur regularly.
San Jose, CA Automated cart collection- **YES**	Extra garbage stickers purchased through grocery chains and local library. Cost of sticker is $3.75. Extra bags are place beside containers for collection.	Stickers bought at library help supply funds for the library. Provides an outlet for people when they expect large amounts of excess trash.	Drivers are subjected to getting out of vehicle and placing extra bags in carts and re-dumping the containers. Leads to longer routes, increased injuries/worker comp. and decreases driver morale.
Long Beach, CA Automated cart collection- **YES**	Provides two "Personal Clean Sweep" per resident per year for bulky items. These two service days are free, after that the residents pay a fee. Garbage collected in 100 gallon for $16.44 and 64 gallon carts at $11.25 per month.	Eliminates the association of extra trash at holiday times and allows residents to use extra collections when they are needed.	Routing efficiencies are not realized when collections occur sporadically. Drivers are required to lift extra trash, increasing chances of injury/workers comp.
Greensboro, NC Automated cart collection- **YES**	Cart program only uses 90 gallon cart as a base service. Residences encouraged to purchase extra cart at $65 if excess trash is a problem. Automated drivers do not get out of truck. If extra household trash is set out it is collected by bulk route not automated trucks.	One driver handles entire route without getting out of the truck. Reduces potential injuries, workers comp. claims, etc. Allows driver to improve production time by not having to get out often and load excess trash.	Has low garbage rates of $4.95 per month. Hard to encourage recycling. Also collects recycling in 90 carts which leads to contamination. Also requires extra men and equipment running an extra route to collect everything.

Special Collections Summary of Other Communities

City	Special Collections Procedures	Advantages	Disadvantages
West Covina, CA. Automated cart collection - **YES**	Trash rates are set at $19.03 for a 96 gallon cart and $15.95 per month for a 64 gallon cart. Special collections are priced at $14.94 for an extra 96 gallon cart collection and $11.70 for the 64 gallon cart extra collection. Constitutes one extra dump, if more dumps are needed there are more extra fees associated with the collections.	Provides service option for extra trash collections but sets financial incentives high enough to effect changing behavior. Encourages recycling.	Automated truck sent back to a household to collect the extra garbage, results in routing deficiencies.
Little Rock, AR Automated cart collection- **YES**	Has 96 gallon carts. Extra trash is set beside the carts in personal containers or bags and placed in 96 gallon cart for a second dump. They do not charge for extra garbage but have a flat garbage rate of $18.91 per month per resident.	Residences perceive waste disposal as convenient. Eliminates double routing.	Has no incentive to recycle. Places an unnecessary burden on the garbage collectors increasing chances of injuries and workers comp. claims. Not implementing a volume based system, so has little waste reduction/recycling initiatives.
Santa Clara, CA Automated cart collection- **YES**	Provides "On Call Disposal Day" two times per year per residence. Service is built in to the cost of weekly collection. Picked up by regular route workers during each week. Places limits on extra garbage at any one item not larger than 70 pounds, 3 x 3 x 3 pile and only household waste (no hazardous or bulky items). Rates are $9, $15 and $23 for 32, 64 and 95 gallon carts. Extra stickers are $2.50 per bag.	Avoids double collection routes. Service is accounted for whether residence uses the service or not. Avoids "Throw Away Everything" promotion. No link to religion holidays.	Expands time dedicated to the weekly route. Increases the chances of injuries/workers comp. claims.

Special Collections Summary of Other Communities

City	Special Collections Procedures	Advantages	Disadvantages
Seattle, WA Automated cart collection- **YES**	Residences are charged $5 in addition to the normal $15 per month charge if extra trash has to be collected. Must have waste sticker attached to extra bag of trash.	Doesn't eliminate options (which sets you up for complaints) but make it expensive enough to become a non-issue. Gives recycling an economic advantage.	Automated collection hampered by inefficiencies. Drivers more exposed to injuries, workers comp claims.
San Francisco, CA Automated cart collection-**YES**	Offers 4 cart sizes: 20, 32, 64 and 96 gallons at $12.70, $16.49, $22.85 and $35.42 respectively. Each residence is offered two special collections per year either extra trash or bulky items. Service fee is built into regular monthly charge. Special pick-ups are collected with bulky route.	Good range of service to choose from. Cost included in rate for two special collections whether residence uses the service or not. Will charge fee for excessive abuse of personal pick-ups.	Second route needed for extra collection. Increases man power needs, injury and workers comp potential.

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: Tim Conklin, AICP, City Planner
DATE: August 24, 2002

ADM 02-27.00: Administrative Item (MSP-Hollywood, pp 559) to amend the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

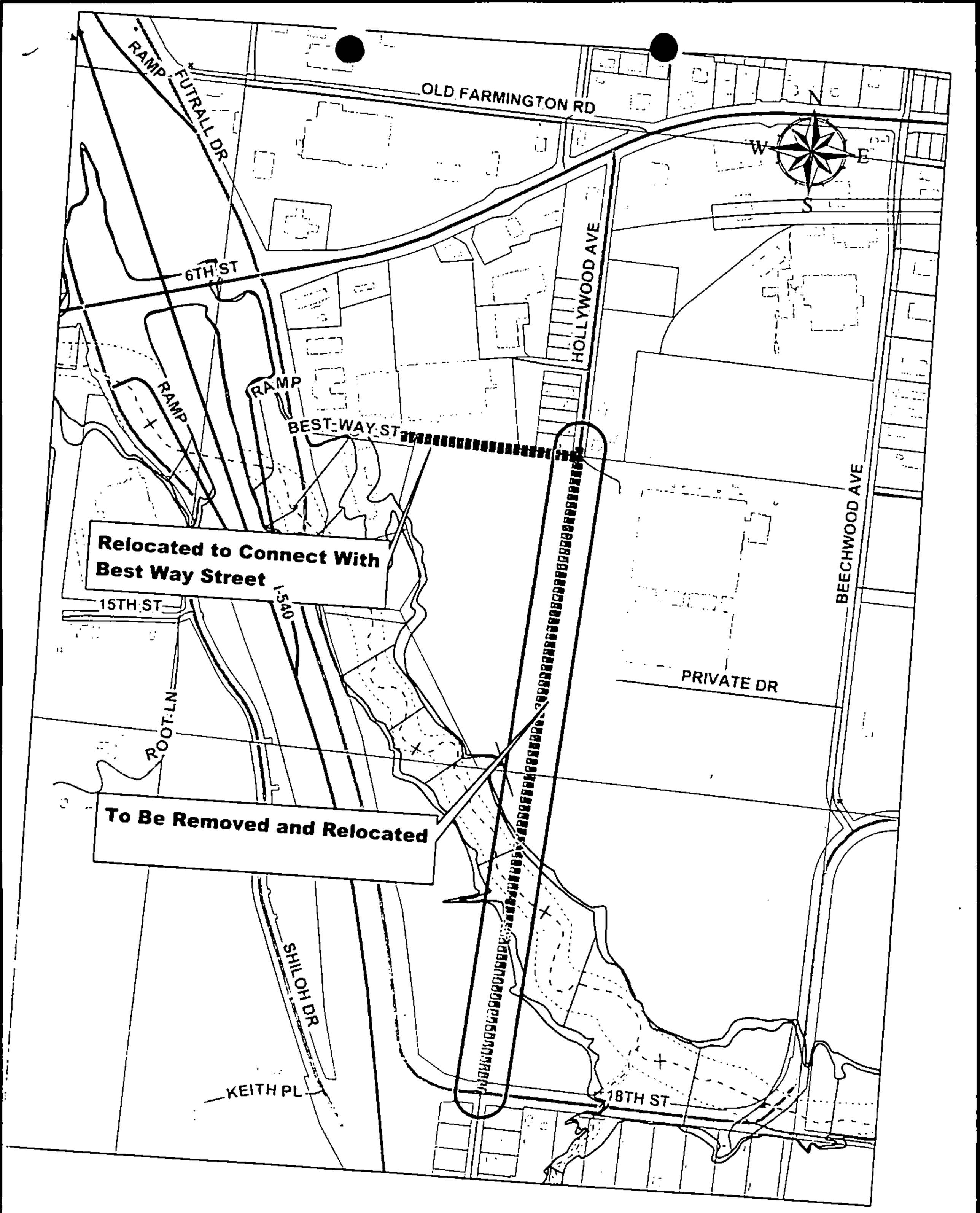
RECOMMENDATION

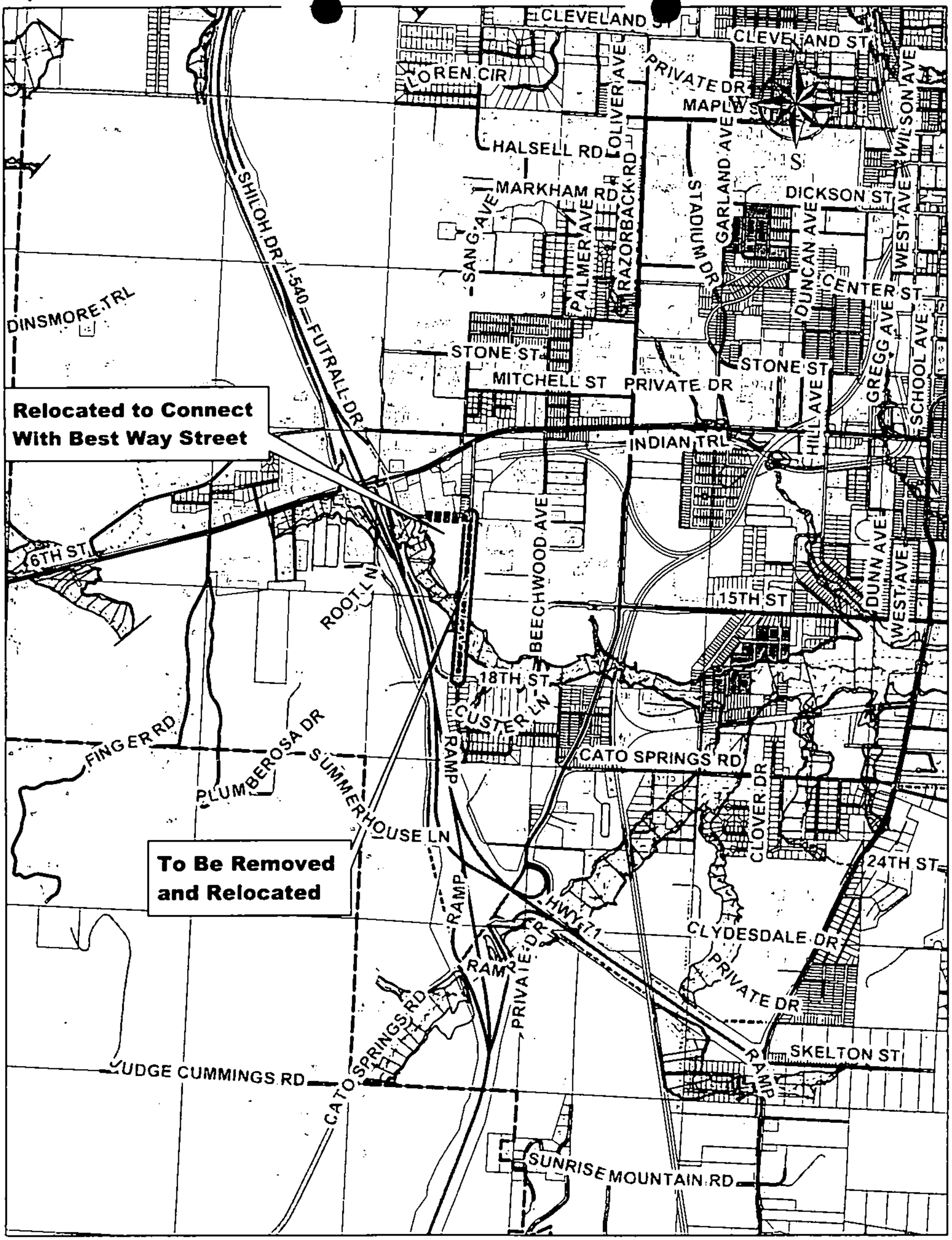
Staff recommends that the Planning Commission amend the Master Street Plan to relocate the future extension of Hollywood Avenue (south to 18th Street) to the west to connect to Best Way Street and forward to City Council for approval.

BACKGROUND

Staff is bringing this Master Street Plan amendment request to relocate the future extension of Hollywood Avenue to Best Way Street for the following reasons:

- The current alignment is parallel to Futrall Drive which provides a north/south road access to this area.
- The current alignment is located within a floodplain and floodway and would require extensive engineering and mitigation to meet the FEMA, U.S. Corps of Engineers, and City requirements.
- The proposed relocation to Best Way Street would be more feasible since Best Way Street has been dedicated and has already been constructed from Futrall to the east for approximately 390 feet.
- The proposed relocation would eliminate the possibility of removal of vegetation and habitat if a bridge were to be constructed across the creek.
- The current alignment divides existing property on each side of the creek which has resulted in making land to the south undesirable for a potential major development project being planned at this location.


RAMP
FUTRALL DR
OLD FARMINGTON RD
N
W
E
S
6TH ST
HOLLYWOOD AVE
RAMP
RAMP
BEST WAY ST
Relocated to Connect With
Best Way Street
15TH ST
I-540
BEECHWOOD AVE
PRIVATE DR
ROOT LN
To Be Removed and Relocated
SHILOH DR
KEITH PL
18TH ST


Relocated to Connect With Best Way Street
To Be Removed and Relocated
CLEVELAND ST
LOREN CIR
HALSELL RD
MARKHAM RD
SHILOH DR
I-540 — FUTRAL DR
DINSMORE TRL
OLIVER AVE
PRIVATE DR
MAPLE ST
GARLAND AVE
WILSON AVE
DICKSON ST
SANG AVE
PALMER AVE
RAZORBACK RD
STADIUM DR
DUNCAN AVE
CENTER ST
WEST AVE
STONE ST
MITCHELL ST
PRIVATE DR
REGG AVE
SCHOOL AVE
INDIAN TRL
HILL AVE
6TH ST
ROOT LN
BEECHWOOD AVE
DUNN AVE
15TH ST
18TH ST
CUSTER LN
RAMP
CATO SPRINGS RD
CLOVER DR
24TH ST
FINGER RD
PLUMBEROSA DR
SUMMERHOUSE LN
HWY 71
CLYDESDALE DR
PRIVATE DR
RAMP
SKELTON ST
JUDGE CUMMINGS RD
SUNRISE MOUNTAIN RD

PC Meeting of September 9, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement Vacation

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Matt Casey, Staff Engineer
DATE: September 5, 2002

Project: **VAC 02-09 & 10.00: Vacation (Chuck Calloway, pp 571)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of the Deerfield Subdivision. The request is to vacate two sections of utility easements. See the attached maps and legal descriptions for the exact locations of the requested easement vacations.

No objections from the adjacent property owners have been submitted to the City.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No objections.
Southwestern Electric Power Company - Not applicable
Arkansas Western Gas - No objections
SW Bell – No objections.
Cox Communications - No objections. "Any damage or relocate of existing Cox facilities will be at owner's expense."

City of Fayetteville:
Water/Sewer – No objections.
Street Department - No objections.
Solid Waste - No objections.
Engineering – No objections.

Recommendation: Approval of the proposed utility easement vacations 02-09 & 02-10.00 with the following conditions:

1. Any relocation of existing utility lines and facilities will be at the property owner's expense.

PLANNING COMMISSION ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: _____

Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____

CITY COUNCIL ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: __/__/__

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
THOMAS HENNELLY, P.E.
CHRISTOPHER B. BRACKETT, P.E.

8/8/02

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Att: Planning Dept.
Re: Calloway easement vacation

Enclosed herewith please find information pertaining to the vacation of 5' of easement of lot 2 & 34 of Deerfield Subdivision. We are also requesting a concurrent rezoning from R-0 to R-1. Single family houses were built on these R-0 lots, which have a 30' setback, and U E. The houses were built with a 25' setback and therefore the reason for a 5' vacation.

Thank you.

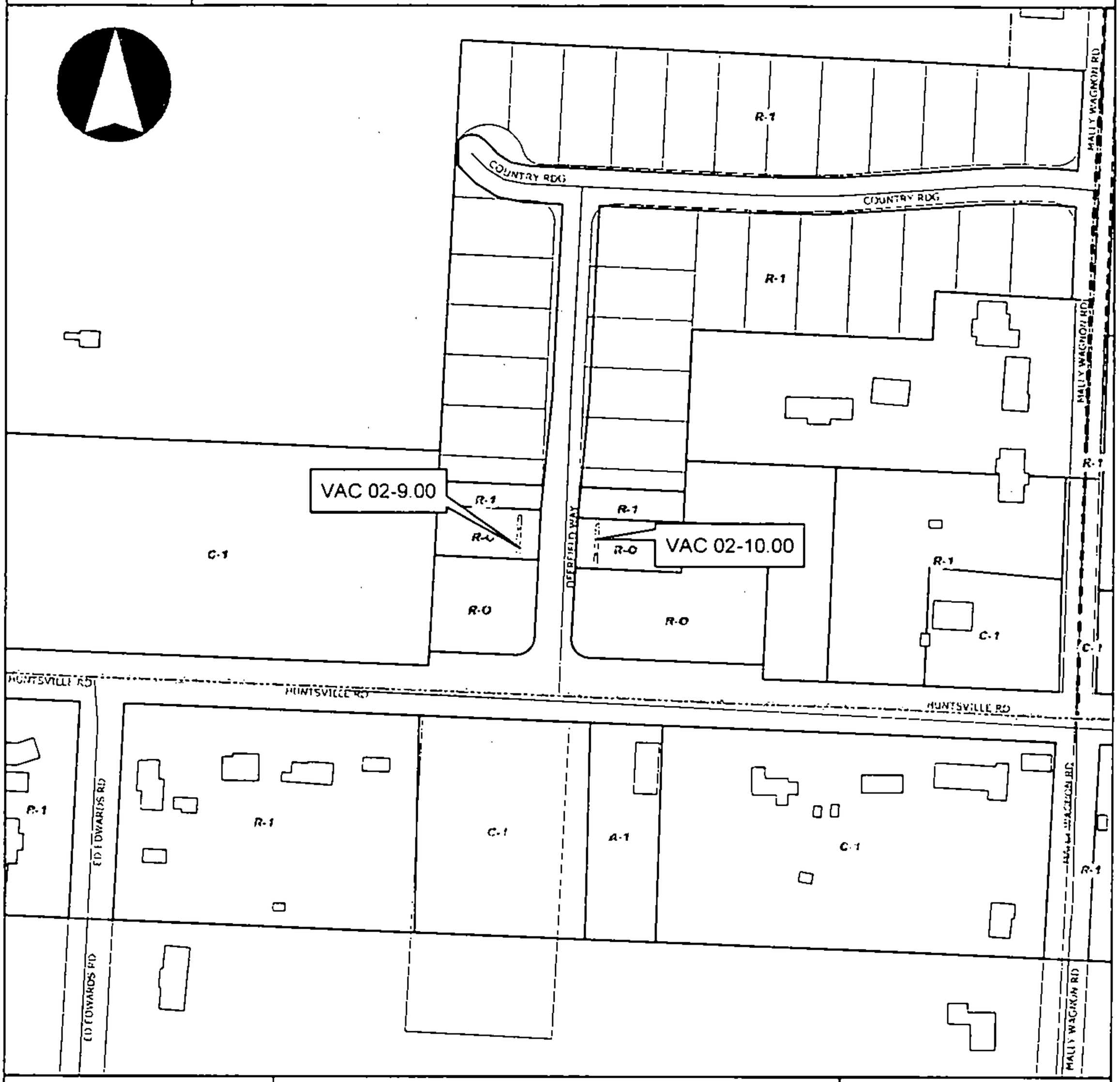
Sincerely;

David L. Jorgensen, P.E.

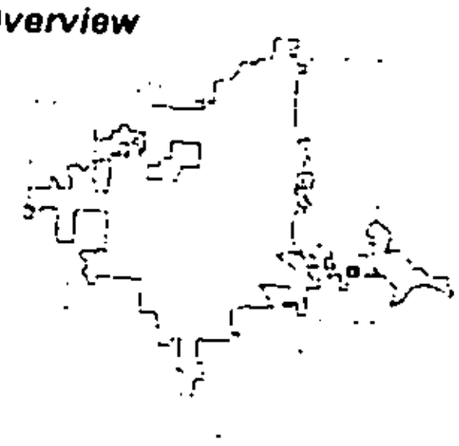
VAC02-9&10.00

Close Up View

CALLOWY



Overview



Legend

Subject Property

VAC02-9&10.00

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

VAC02-9&10.00

One Mile View

CALLOWAY

VAR02-9.00

VAC02-10.00

LAKE SEQUOYAH

PRIVATE DR

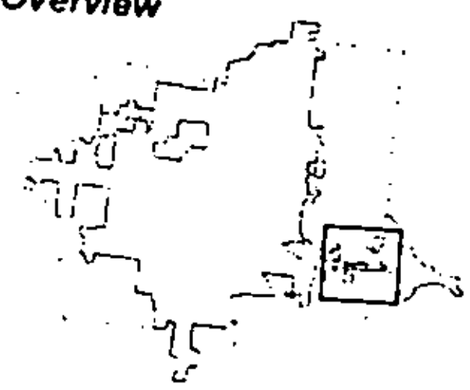
ROBERTS RD

ORCHARD DR

OLD FARM LN

SUNNY LN

Overview



Legend

Subject Property

VAC02-9&10.00

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 0.1 0.2 0.4 0.6 0.8 Miles

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

WASTEWATER IMPROVEMENT PROJECT: Report by Jerry Sonderegger, Burns and McDonnell, presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

A. CONSENT

1. APPROVAL OF THE MINUTES

2. TRAFFIC STUDY: A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment.

3. RODGERS WATER TANK: A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.

4. WATER MAIN REPLACEMENT: A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,894.00 and approval of a project contingency of $5,000.00.

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

5. **GREGG AVE.:** A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.

6. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

7. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

B. OLD BUSINESS

1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting.

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the September 3, 2002 meeting.

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to RMF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

C. NEW BUSINESS

1. **SOCCER CLUB PROPOSAL:** A proposal from the Arkansas Comet Soccer Club regarding a soccer complex at the Wilson Springs Park.

2. **VA 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.

3. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

4. **SETBACK LINES:** An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.

5. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

6. **OLD MISSOURI RD IMPROVEMENTS:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Old Missouri Road in the City of Fayetteville by the power of eminent domain, in association with the required right of way and easement for the Old Missouri Road Improvements. Such properties are owned by JTK Trust and Bill J. and Carol S. Ethridge.

5. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

6. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

7. **TASK ORDER #13:** A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

B. OLD BUSINESS

1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting.

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the September 3, 2002 meeting.

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

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1. **TRAFFIC STUDY:** A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment.

2. **A 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.

3. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

4. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

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6. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.

RECEIVED
SEP 12 2002
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

FAYETTEVILLE ARKANSAS
WASTEWATER SYSTEM IMPROVEMENT PROJECT
BURNS & MCDONNELL PROGRAM MANAGEMENT TEAM

TO: GREG BOETTCHER

DATE: September 11, 2002

FROM: JERRY SONDEREGGER

SUBJECT: Handouts for Council Session

Mr. Boettcher,

Enclosed are 15 copies of the PowerPoint slides we will use in our presentation to the City Council on Tuesday, September 17. Will you please make appropriate distribution to Council members and staff?

Thank you,

Jerry Sonderegger

Please place copies in Mayors, Council Members and Press Mail Slots

Thx

Any remaining to me

Thx

Burns & McDonnell
Program Management Team

Wastewater System
Improvement Project

Progress Report
September 2002

Program Management

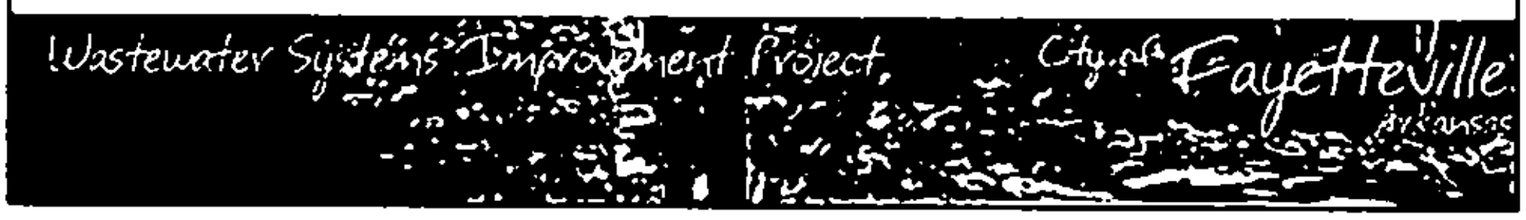
- Identify Program Status
- Provide Guidance to Consultants
- Develop Program Budget
- Review Status of Permits
- Administer the Project

Project Overview

- Noland Wastewater Treatment Plant Improvements
- Westside Wastewater Treatment Plant (New)
- Eastside Collection System Improvements
- Westside Collection System Improvements

Progress to Date

- Preliminary Design Reports
- Permits
- Revolving Loan Fund Requirements
- Construction Front End Documents
- Standardized Engineering Contracts

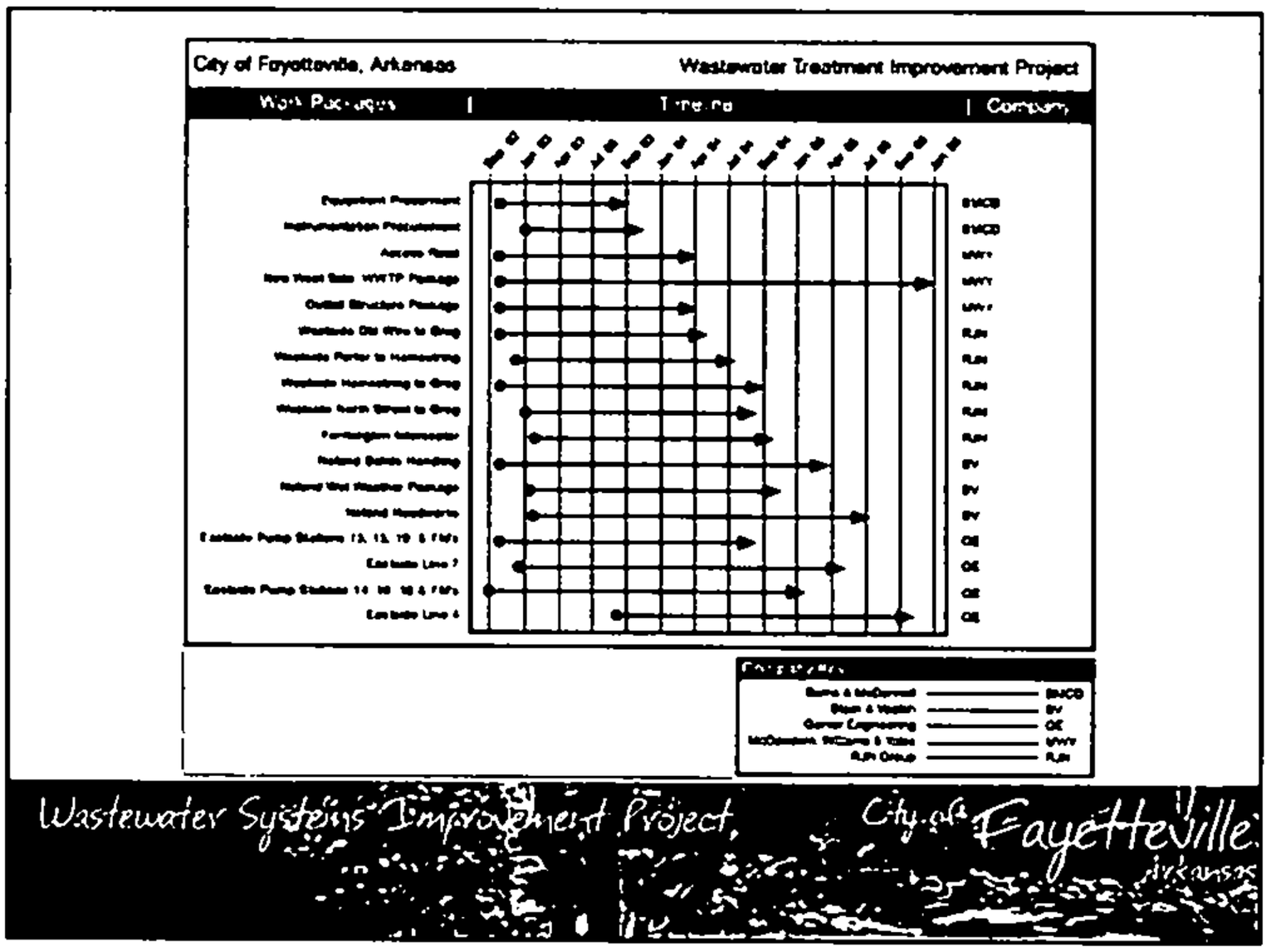


What's Next?

- ❒ **Negotiate Design Services Contracts**
- ❒ **Identify Land Acquisition and Easement Requirements**
- ❒ **Complete Permitting Process**
- ❒ **Begin Design Drawings**

Project Schedule

Project Packages



Burns & McDonnell
Program Management Team

Wastewater System
Improvement Project

Progress Report

Wastewater Systems Improvement Project
City of Fayetteville
Arkansas

Burns & McDonnell
Program Management Team

Wastewater System
Improvement Project

Progress Report

September 2002

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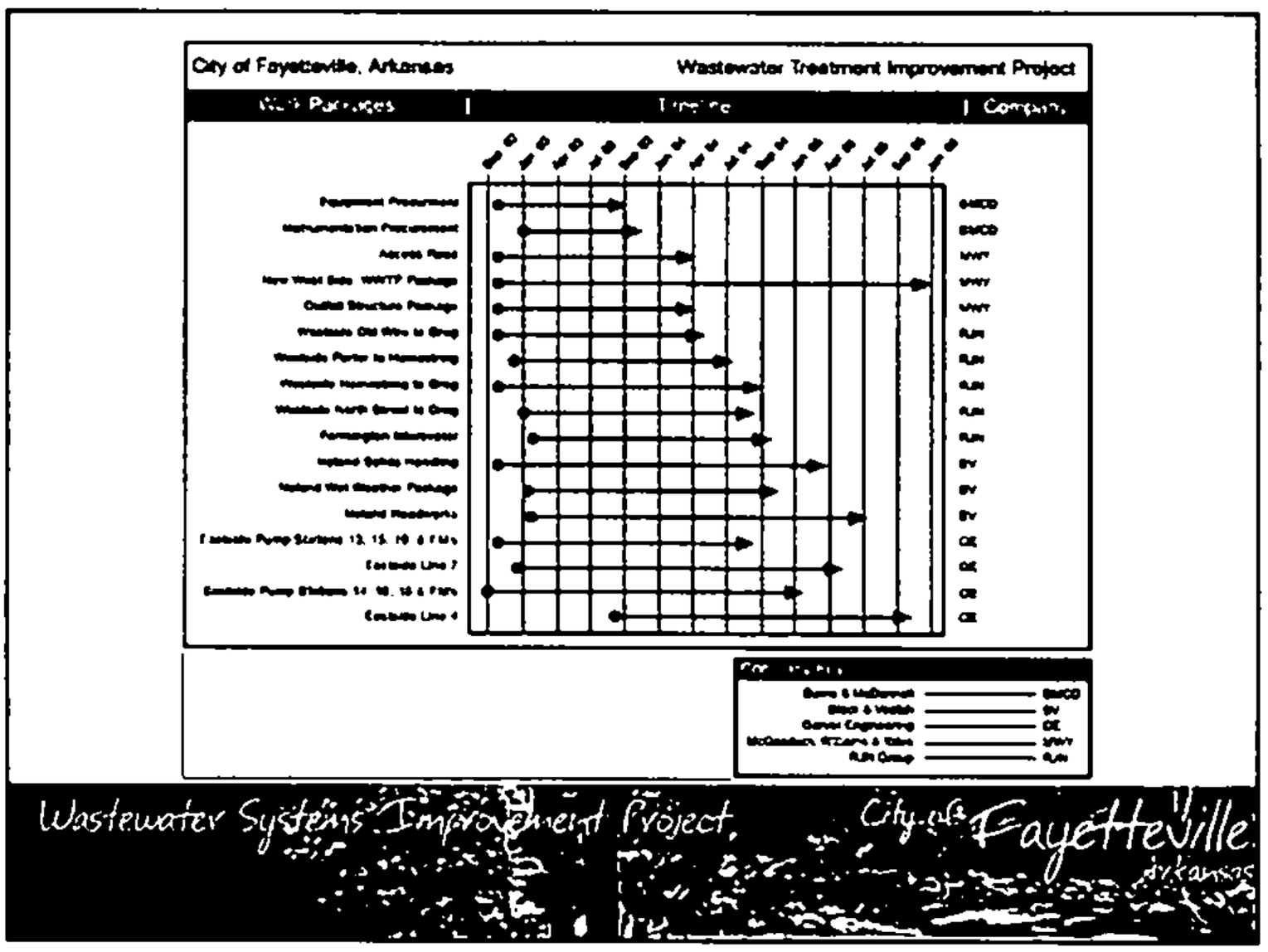
Project Schedule

Project Packages



Burns & McDonnell
Program Management Team

Wastewater System
Improvement Project

Progress Report

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: September 10, 2002

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Heather Woodruff, City Clerk
Kit Williams, City Attorney
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer

FROM: Jill Goddard, Land Agent

SUBJECT: Old Missouri Road Improvements
Project No. 00050
Revision to Potential Condemnations

Placed on the September 17, 2002 City Council Agenda is an item authorizing the City Attorney to seek possession of certain lands located along Old Missouri Road by the power of eminent domain.

Currently, there are two properties on this agenda item. I have since received signed documentation from one. Consequently, Bill J. and Carol S. Ethridge (part of Parcel No. 765-15696-001) are to be removed from the agenda item as we no longer need to seek possession through the courts.

The cost amount on the agenda request would also be reduced to $5,825.00 (the amount for the JTK Trust, the only remaining property).

MINUTES OF A MEETING OF THE CITY COUNCIL AUGUST 20, 2002

A meeting of the Fayetteville City Council was held on August 20, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

AUDIT COMMITTEE REPORT

Mr. Adam Motherwell stated they had an unqualified or clean opinion for the City of Fayetteville for the year ending December 31, 2001. There were no exceptions.

CONSENT

APPROVAL OF THE MINUTES

AUDIT SERVICES: A resolution approving an agreement with Baird, Kurtz and Dobson (BKD) to provide the City of Fayetteville with independent audit services for calendar years 2002-2006.

RESOLUTION 124-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT GRANT: A resolution authorizing the application and acceptance of a FAA grant for design and engineering services for the extension of Taxiway A on the east side of the runway at Drake Field.

RESOLUTION 125-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT PERSONNEL: A resolution approving the addition of a new position to the airport staff of Flight Line Operations Supervisor.

RESOLUTION 126-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOLIDWASTE CONTAINERS: A resolution authorizing the purchase of additional two and eight yard containers for use by the Solid Waste and Recycling Commercial Customers. Purchase authorization up to $72,758.

RESOLUTION 127-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BOYS AND GIRLS CLUB: A resolution approving a change order to a cost share agreement in the amount of $5,296.00 with the Fayetteville Youth Center for the installation of a haul road to the Donald W. Reynolds Boys and Girls Club Facility.

RESOLUTION 128-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUNCAN AND ASSOCIATES: A resolution approving the second amendment to the professional services agreement between the City of Fayetteville and Duncan Associates and to direct the consultants to prepare initial and final drafts of the water and wastewater impact fee ordinance.

RESOLUTION 129-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

RZN 02-15.00: An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance. The ordinance was tabled on the second reading at the August 6, 2002 meeting.

Alderman Davis asked to table the item because they were having a neighborhood meeting on Thursday night.

ORDINANCE WAS TABLED ON THE SECOND READING.

RZN 02-17.00: An ordinance approving rezoning request RZN 02-17.00 as submitted by Dave Jorgensen on behalf of Bleaux Barnes and Sam Mathias for property located south of Deane Street, west of Sang Avenue and east of Porter Road. The property is zoned R-1, Low Density Residential and contains approximately 21.03 acres. The request is to rezone to RMF-6, Low Density Multi-Family Residential. The ordinance was left on the second reading at the August 6, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Jorgensen stated they had met with the surrounding property owners. They would like to incorporate a park in their green space.

Mr. Richard Maynard, an area resident, stated they had met on May 23. The neighborhood association was fine with this development. He personally thought this was infill development and not urban sprawl and smart growth.

Alderman Marr stated there had been a lot of discussion at Planning Commission on whether or not the increase density would be a hardship or undesirable increase on the load of public services. He was concerned if they were really able to meet the sewer facility capacity. It was their responsibility to make sure they were not approving things that later they would not have the ability to service. He wanted to verify that in regard to water and sewer facilities at the time of development, engineering division would make a recommendation on what improvements were necessary to this load and they were going to able to handle this for this property.

Mr. Boettcher stated at the time the large scale development or subdivision plat was submitted Engineering would then review the plans. The developer's engineer would project what their needs were, then the city would evaluate their estimate for adequacy to serve that need. As far as waste treatment capacity at this time, they had some indication that they were nearing capacity, however, they were not having effluent violations. The plant overachieved its standard. They had a margin by nature of good performance. He thought they State would work with them on expansion and growth as long as they were moving forward on their wastewater project.

Alderman Jordan asked what the capacity was.

Mr. Boettcher stated in terms of average annual flow they were running at 98%. That was on an average annual bases. The treatment plant had a number of systems and components. They were rated based on flow, loading, detention time, service loading rates. Their treatment plant was a mixture of components. They have had no affluent violations. They do not see anything that causes a problem. The growth did not seem to pose any difficulty for the treatment facility.

Alderman Santos asked if they had any plans to not accept any more customers from other towns and to reserve capacity for city residents.

Mr. Boettcher stated Farmington was limited to a number of services that they could add due to a sewer lift problem. The city's biggest problem is the wet weather flows.

Alderman Marr stated it would be beneficial if they had some idea of the number of units that moved it towards capacity, then they could take into account the impact they were going to stress the system with. He was hesitant to keep approving things without understanding what each of these were doing towards moving them towards the maximum limit.

Alderman Jordan stated he believed it was approximately 1100 units that would move it up a percentage. He thought that they had approved nearly 700 units. He thought they should be concerned about that.

Alderman Young asked if the city was still giving the developers a letter stating that they were not guaranteeing sewer hook ups.

Mr. Boettcher stated they were not. When the sales tax issue was passed it was no longer added to the subdivision plats.

Alderman Marr asked why they would have eliminated that.

Alderman Young stated he thought the letter should be given out. Just because the bond issue had been passed it did not mean that the plant was going to be on line in five years. Right now they did not have a discharge permit. They did not have a whole lot of things in place in order to get a plant under construction. Until that time, he did not see how Fayetteville could guarantee sewer hook ups.

In response to questions, Mr. Boettcher stated he was looking for the new plant to be on line in 2005 or 2006, approximately four years.

Mayor Coody stated businesses were wanting to come to town, but they were going to go north because we could not guarantee that they would have sewer.

Mr. Williams stated the city did not guarantee sewer capacity. They were working at this point to increase their capacity. The best estimates they were going to be able to handle normal growth until the new plant came on line. They did not have to give a notice that they did not guarantee that they would have capacity. If the council would rather have the warning placed back on the plats, he was sure that could be done. It was more critical before they knew whether or not they were going to be able to build the new plant.

Alderman Young stated he did not see the point on putting it on the plat, unless it was the preliminary plat. He was concerned that a developer would come in and get a preliminary plat approved, and the city was saying he could hook up, but then they could not. If someone was to build a five or ten million dollar development and could not hook up to the sewer, than what was the city going to do?

Mr. Williams stated he did not think that was going to happen. The voters had passed the sales tax and they were going to get a new plant and they would be able to continue.

Alderman Bechard stated he did not understand how they could be at 99% capacity, but yet they were able to handle the growth for the next four years.

Mr. Boettcher stated the waste water treatment facility had experienced extreme variations in flow particularly during wet weather. That was where they had their violation before because of overflows into the streams. During those periods that they had wet weather flows they might see 30 mgd at their 12 mgd plant. Their permit required them to meet their limits every day. The treatment plant had to be able to acuminate this large fluctuation in flow. That was where they ran into difficulty in their

current system. The wet weather flows drives a lot of that problem. Residential flows or base loadings, the plant handled up to 30 mgd, during these rain fall. As they add homes the plant operator readjusted aeration rates and recirculation rates. They are able to accommodate that base loads with only process control adjustments. It was the wet weather flows that drive the plant over the edge and have driven the improvement project. Growth was a level load that added into the plant. They can predict it each day and set up the process controls and treat that. It was the fluctuations that have driven this project.

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

ORDINANCE 4410 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

OFF STREET PARKING: An ordinance amending Section 172.01, Off-Street Parking Lot Design Requirement, of the UDO to provide a method for reducing off-street parking requirements for properties that share a common parking facility and to revise parking ratios for certain uses.

Mr. Williams read the ordinance.

Mr. Tim Conklin, Planning Director, stated the ordinance would allow mixed use developments to share parking when they had non-conflicting parking demands between the uses. They were also bringing forward an ordinance amendment with regard to parking ratios. Those were included within the ordinance. They had checked with the high schools on their parking spaces provided. They provided about one space per 3.2 students. One of the issues the Planning Commission had dealt with in the pass was the additional parking requested by restaurants. It has been such a disconnect between what is actually needed and what is allowed in Fayetteville. They have received negative responses to even looking at Fayetteville to even development restaurants in Fayetteville. They were trying to provide a ratio that doubled the amount of parking allowed for restaurants and also allows for thirty percent over the ratio that the were using. To give a minimum and a maximum. When they increased the number of parking spaces, they also increased the amount of land area for landscaping required in the parking lots.

Alderman Davis asked if there would be fewer variances in the future.

Mr. Conklin stated that was the idea. If they had an ordinance and they had to grant a waiver or a variance over and over again, it was time to look at their ordinance.

Alderman Davis stated he was concerned about the high school ratio. It was very difficult to park their now and when they had sporting events it was very difficult to find parking.

Alderman Young stated he did not see it as a problem on Dickson because he had not seen anyone building a parking lot. They would get a waiver. He was concerned about what the school was going to do about their parking policies.

ORDINANCE WAS LEFT ON THE FIRST READING.

OUTDOOR LIGHTING: An ordinance that minimizes the impact of outdoor lighting on adjacent properties and improves nighttime visibility.

Mr. Williams read the ordinance.

Mr. Conklin stated they had regulations that talked about shielding and directing lighting downward and away from residences. They did not talk about the amount of light could spread across the property line and into a residential yard. This ordinance attempted to clarify that and to provide for lighting that was cut off based on certain lumens. The ordinance would apply to all zoning districts with the exception of single family and two family units. Any fixtures that were replaced must comply with the ordinance. The exemptions that are provided within the ordinance include temporary outdoor lighting, construction or emergency lighting, fossil fuel fixtures, landscape lighting, airport lighting, security lighting, search lights, and egress lighting. Blinking, flashing, and animated lights as well as lights on tower are prohibited unless required by the FAA. Lighting standards to reduce light trespass are based on IESA Standard. Upward lighting was allowed as long as 95% of the lighting was reflected back down. Horizontal lighting was allowed as long as 90% of the light falls on the façade, monument, or architectural feature. Non cut off fixtures were allowed for bulbs of 260 or less lumens. Semi cutoff fixtures were required between 261 and 8500 lumens. All fixtures must me fully shielded and reduced glare. Basically most developments were complying with this ordinance. The problem they were having was when people were installing flood lights to illuminate an out door storage area or parking area and they were not designing it in a manner that they could use cut off lighting.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-21.00: An ordinance approving rezoning request RZN 02-21.00 as submitted by Dixie Development for property located at 10 Bishop Drive and 35 Appleby Road. The property is zoned A-1, Agricultural and contains approximately 17.39 acres. The request is to rezone to R-O Residential Office.

Mr. Williams read the ordinance.

Alderman Bechard stated he would be abstaining from this item.

Ms. Pam Jones, Dixie Development, stated they were requesting a rezoning. She presented an overview of their firm and their proposed project. She stated they had tried to go above and beyond in their commitment. They had signed a bill of assurance. Dr.

Israel had volunteered to do a couple of things that were above and beyond what was required, like the walking path and additional screening.

Alderman Thiel stated it was apparent that there would be a need for a street that was not residential to lead the hospital. She questioned the width of the proposed street.

Ms. Jones stated they had planned on a two lane, but they would decide that during the large scale development. They did not want to overbuild, but they would also be willing to do a three lane.

Alderman Thiel stated she thought a three lane would be needed if it was going to be used as access to the hospital.

Alderman Marr questioned the intent of the "two-story offices with the exception of the north side of the property". Was that a percentage change or one lot change? How would they monitor it?

Mr. Conklin stated he did not draft the bill of assurance, but he would interpret it to mean one lot adjacent to it.

Alderman Reynolds asked Dr. Israel if he would build a three lane road.

Dr. Israel stated they would determine it during the large scale development. He was not against it, they had offered it. They have offered the right-of-way, sixty feet. If the city wanted a three lane road, he thought they should chip in and pay for part of it. They only had to put in two-lanes. They would give them the right-of-way. They would build the two-lane road, it seemed reasonable that if they wanted more traffic down the street that they would pay for it.

Mr. Williams stated a bill of assurance was a voluntary offer made by a developer. It was not something that they could request or suggest what the terms should be. The developer could offer what ever they wanted to. He did question for clarification, "the property would remain single story as long as the surrounding property remained R-1 and R-2." Was it his intent that as long as the surrounding property remained residential.

Dr. Israel stated what he meant was that if twenty years from now Washington Regional was to the point where they had to build a second or third skyscraper and they buy up all the property surrounding them, that they would have the right at that point to tear the existing building down and replace them with larger buildings. Their intent was not to change if one lot changed. If they allowed an entire subdivision to change and that if the area became a C-2, thoroughfare commercial or R-O, or multi-story residential they would like to be relieved of that provision. He stated that it made sense that the area would not always remain residential.

Mr. Williams state he would work with Dr. Israel on the wording.

Alderman Young stated he agreed with Dr. Israel that the development would only require a two lane road. If the city thought it needed a three lane road, then they should pay for it.

Ms. Debra Bunchold, An area resident, stated she was in support of the development.

Mr. Chip Arledge, an area resident, stated there seemed to be a disagreement on this development. There was no cohesiveness. He suggested that the city follow their General Plan 2020 and their policy on connectivity. In the short term what this developer was proposing, the through street through the property, would be helpful to those people who live on Quail Creek. The Planning Commission had chosen to ignore the 2020 Plan and the wishes of the past councils. They could not insist on connectivity in the future without practicing it in the past. He suggested they extend Drake Street so that it went to Gregg Street, thus forming an east west corridor from College Avenue to Hwy 112, Garland Avenue. Widen Gregg from the bypass and make it four lanes. In the long term it would lessen the amount of traffic on Quail Creek Drive.

Mr. Greg Harton, an area resident, stated he thought that this proposal would offer a good opportunity for a through street that would relieve some pressure from the residential area. It would move it to an area more appropriate for that type of traffic. He did not believe the rezoning would eliminate the possibility of the city extending Drake Street. He encouraged them to take a comprehensive approach to some street improvements in Fayetteville. He had been impressed with Mr. Israel's other developments. He thought multi-family housing was more likely to be developed there if it was not residential office. He preferred the residential office. He encouraged them to approve the rezoning.

Ms. Sharon Davison, an area resident, expressed concern over traffic and the sewer capacity.

Mr. Jim Hunt, an area resident, stated his concern was the north south corridor. He knew they were going to do what was best for the community. He supported this rezoning.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Thiel seconded. Upon roll call the motion carried 7-0-1, Bechard abstaining.

Mr. Williams read the ordinance.

ORDINANCE WAS LEFT ON THE SECOND READING.

RZN 02-22.00: An ordinance approving RZN 02-22.00 as submitted by Tom Shackelford for property located at 2975 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 1.32 acres. The request is to rezone to R-1, Low Density Residential.

Mr. Williams read the ordinance.

Alderman Davis 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.

ORDINANCE WAS LEFT ON THE SECOND READING.

ZONING CLASSIFICATION: A resolution to be filed by the City Planner directing the Mayor, Urban Development Department and the City Planning Division to refer to the Planning Commission an official request for a rezoning study and zoning map amendment to change the zoning classification of an area shown as R-2, Medium Density Residential to R-1, Low Density Residential for those areas that have 15% or greater slope as depicted on the slope analysis map in General Plan 2020 and including other areas zoned R-2, where recorded platted subdivisions exist with substandard infrastructure.

Mr. Conklin stated the Council had expressed concern with regard to development on slopes within Fayetteville. They had also expressed concern about development in subdivisions that had been platted and recorded, but the infrastructure was never installed. This resolution requests that they take a look at these areas that were zoned R-2 and contain slopes over 15% and areas that have paper subdivisions, where infrastructure has not been installed, and to look at rezoning those properties to R-1. This was something that their General Plan 2020 did support. It talked about minimizing dense residential or forms of development on steeper slopes. This resolution if passed would be filed with the Planner, they would then bring it to the Planning Commission. The Planning Commission would then make a recommendation. Their recommendation would then be brought back to them.

Alderman Thiel stated the last citywide zoning was done in the 70's. Many areas had been blanket zoned R-2. In 1987, work began to revise and update the General Plan. After extensive public meetings the 2010 and the 2020 Plan were adopted. The City needed to follow the guidelines of the General Plan 2020 to ensure the efficient expenditure of their public funds. In response to questions, Ms. Thiel stated not all projects went through the large scale development process.

Mr. Conklin stated the stormwater and grading ordinances did apply to anything over a duplex. The question is, was it appropriate to have up to twenty-four units per acre in area where they had a slope over 15% or paper subdivisions, with infrastructure that has not been installed. When someone comes to their office they relied on their zoning information and their ordinances. They made recommendations. The staff did make a recommendation that, the most recent appeal that they heard; they did not follow their recommendation and denied the development. If there was a problem with regard to the density in this area, he felt the City Council should address it. He wanted to make sure that the public could rely on the ordinances that they had and what was in place. It was a challenge. This infill development was not easy. There has been infill development that has been positive that has taken them years to do. He requested the City Council to pass

this resolution, if they wanted the Planning staff and the Planning Commission to address this. He wanted to make sure that the Council was willing to address this issue and that what ever was brought forward to them that they would be able to act on the recommendation that the Planning Commission would make. The Mill District, staff had initiated that. that specifically was called out in their General Plan, industrial zoning land that was currently being used residential and have been used residential for the last thirty-two years. The neighbors had come to a consensus that a large area of this Mill District neighborhood will be rezoned to residential and will help protect future homes within the area. This was a little different. They did have policies that talked about density controls with their land use plan. They talked about why these areas within Fayetteville that were currently undeveloped have not been developed. These areas typically have slopes over 15% and the infrastructure is not available. Therefore, they have largely remained undeveloped. The City Planning Division has worked on a planned zoning district; it was a combination of zoning and development at the same time. If they passed the resolution and they down zoned certain area, people could apply and bring to the City of Fayetteville high quality innovative development that will enhance the quality of life in Fayetteville. They are working on an ordinance that will allow flexibility and design and allow developers to bring to the city high quality development.

Alderman Davis stated with the Mill District they had met with all the residents. The way he read this resolution was that anything that was R-2 and on a 15% slope would automatically revert back to R-1.

Alderman Thiel stated what they were doing tonight was passing a resolution directing the Planning Commission to study this and to bring them back a map with these areas. She stated she felt there would be ample discussion at the council level. She did not believe this was something that would be passed immediately at all.

Mr. Conklin stated the Mill District was the first area that they had targeted. He wanted to make sure that the Council wanted the Planning Staff and the Planning Commission to look at this area and to give them a recommendation. He wanted to make sure that the City Council wanted to go forward with this.

Alderman Bechard stated conceptually he thought this was the right approach, but he thought when they worked with landowners to voluntarily change their zoning they should advocate it. However, he would not support a blanket statement of changing from R-2 to R-1, if they had 15% slope. If they changed the zoning they would be affecting people's property values. They had to make sure that they were creating an environment where they were not compromising people's quality of life. He supported the approach that they had taken with the Mill District. He did not support a blanket statement that just compromised people's property values.

Alderman Santos stated he had received a letter from Greg House. They were discussing a moratorium on development while they were studying the issue. He did not like that.

Mr. Conklin stated it was a city ordinance.

Mr. Williams stated it was part of the UDO. Often if a study was going to be done then a ninety-day pause would be something the City would be able to do to give them time to look at an area. It was legal, but they did not have to do it.

Alderman Santos stated they did not do that with the Mill District.

Alderman Mann stated they should be directing the Planning Staff and Commission to do this study. They had just turned down a development on an appeal as a result of this. If the Planning Department was bringing forward developments that they were recommending and they were voting against them, then they were doing that for multiple reasons. One of those was infrastructure, traffic study, which lead to density on hill sides and slopes. They jumped to conclusions on what they believe the intent is. He read this resolution to be a study and not a blanket rezoning. For once they were following up on something that they said they needed to look at. He did not know if he would support a blanket down zoning.

Alderman Bechard asked if they could change the wording, "to change the zoning classification of areas shown…" to "to explore options or consider".

Alderman Santos moved to amend the resolution to change the words "to change" to "to consider changing." Alderman Bechard seconded. Upon roll call the motion passed unanimously.

Alderman Davis moved to strike Section 2 and 3 regarding the moratorium. Alderman Santos seconded.

Alderman Young stated the property owners should be notified by registered mail before the first Planning Commission meetings.

Ms. Harriett Jansma, Mt. Sequoyah Association, stated they had been doing research on a study like the one proposed in this resolution. They were prepared to participate with the Planning Division in this study. They believe that by revising this City's zoning and growth plan as proposed in this resolution, they will be taking a positive step toward fulfillment and implementation of the general plan. The result of the proposed change could be the orderly development and best use of valuable land in and near their city's old neighborhoods.

Ms. Marion Orton, League of Women Voters, stated they supported standards which minimize erosion and pollution caused by development on hill sides. They had the stance that intense development on hillsides should be limited. The League supported following the 2020 Plan recommendation for hillside and the proposed resolution.

Ms. Sharon Davision, an area resident, expressed concern about inappropriate zoning.

Ms. Cathy Thompson, Washington Willow Neighborhood Association, stated they should consider the integrity of the older neighbors and how they all fit together and how they wanted them to be in the future.

Mr. Greg House, an area resident, stated he did not oppose the study, but his issue was the issue of moratorium and the lack of notice for them that are in the middle of a project. He did not believe that it was fair to ask them to stop now after the money and time they had spent which would cause them great harm. The 2020 Plan was a plan for the future, not just today. It was for the next eighteen years.

Mr. Ken Marvin, an area resident, stated he had two acres on a hill that was zoned R-2 and has been for forty years. With the new grading ordinance he would not be able to build new upscale apartments or town homes on his land. It was not the fall or the slope of the building on the land, it was how they place their buildings on the land. They need to build with the land.

Mr. Robert Sharp, an area resident, stated he thought the study was a good idea. He felt the run off issue had been dealt with by the grading and drainage issue. They just have not felt the affects yet because not enough projects have been built under the new law. There was undeveloped land on hillsides in Fayetteville, he believed that land would be developed one way or another. If they were built as houses or duplexes, there would be no grading or drainage requirements, so the run off would be greater if it was all single family.

Mr. Jerry Havens, an area resident, stated he wanted the City to take a long hard look at this issue. He would support of removal of the mandatory moratorium.

Mr. Glenn Carter, an area resident, stated his main concern was the moratorium.

Upon roll call the motion carried by a vote of 5-3-0. Jordan, Reynolds, and Thiel.

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

RESOLUTION 130-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADVERTISING: Discussion regarding the City's advertising.

Mr. Jim Blankenship, Arkansas Democrat Gazette, presented information to the Council regarding their circulation and pricing based on a cost per thousand.

In response to question, Ms. Woodruff stated last year the City spent close to $89,000 with the Gazette and almost $20,000 with the Morning News. This year, thorough July they have spent $53,000 with the Gazette and $5,000 with the Morning News. Estimating $106,000 with the Gazette by the end of the year.

Mr. Ken Eikenberry, Morning News, presented their proposal.

Alderman Santos stated they should look at the complete packet. There were different things that different papers did better. They needed to look at the different kinds of advertising that they did and figure out which paper was most effective.

Ms. Woodruff stated they had broken their cost down by want ads, legal ads and display ads. In response to questions, she stated in order to get the proposed rates from each of the papers they had to have a contract. To meet their 9,000 inches in requirement for the Gazette they basically had to do all of their advertising with them. The Morning New was asking the same of them. In order to get the proposed rates, they would have to go with one primary paper. They would be able to do duplication in the other paper.

Ms. Renee Thomas, Planning Division, stated they had been doing all display ads since March because it was more cost affective.

Mr. Bechard asked them to come back with a couple of recommendations or proposals verse a broad discussion.

NO ACTION TAKEN.

AUTOMATED CARTS: An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program.

Mr. Williams read the ordinance.

Alderman Bechard stated if they were getting in to discount structures greater than 20% and 30% they were creating themselves all sorts of financial risk. On a 32 gallon container they were giving a 58% discount. On their projected cart distribution they would be looking at $748,000 deficit. He suggested more a discount of 20% range. He thought they should be closer to the true cost of the rate, while at the same time giving people the incentive the throwaway less and recycle more.

Melissa Terry, an area resident, stated they had conducted an informal survey, the basic result was that 50% of the people surveyed chose the 64 gallon chart. 23% were choosing the 32 gallon, and 27% were choosing the 96 gallon.

Alderman Marr questioned if they were going to have the residential rates more fully fund the program or are they going to rely on the commercial subsidy that they have today.

Alderman Young stated he thought it would be easier for the entire city, if they were to eliminate the subsidy now.

Alderman Reynolds stated he did not believe that they could continue funding the residential. He did not believe their surplus was going to last.

Mr. Dumas stated the distribution of the carts is conservative.

Alderman Davis stated they did not want to have a deficit starting out the program.

Alderman Jordan stated there were large families out there today, he did not believe some of them could afford the proposed rates.

Alderman Young stated they should think about a compromise.

Alderman Santos stated they should go with Dumas' numbers and give it a try.

Mr. Dumas stated he was not in favor of dramatic discounts, but he did not believe that they had to make it all up in one year. If the cart distribution came in like they thought it was going to the subsidy would be couple $100,000 less than what is projected.

Mr. Geary Lowery, an area resident, suggested sending out a rate range survey.

Ms. Melissa Terry, an area resident, stated they should have an oversight committee. She asked them to consider extra services like an additional bag on the top of the cart and amnesty days for extra trash.

ORDINANCE WAS LEFT ON THE FIRST READING.

CONSOLIDATED WASTE MANAGEMENT PROGRAM: A resolution adopting the action plan for implementation of Consolidated Waste Management Program and authorizing bidding for hauling services and container rental to assist in short-term implementation of plan.

Alderman Santos moved to pass the resolution. Alderman Jordan seconded. The motion carried unanimously.

RESOLUTION 131-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LOPFI 2: A resolution moving the City of Fayetteville Police LOPFI retirement benefits from Plan 1 to Plan 2 as of October 1, 2002.

Chief Hoyt stated this was the first time that they were seeing this, but it had been in the planning stage for some time. LOPFI is a State wide retirement system. He was not affected by LOPFI, he was on a different system. In 1983 the City of Fayetteville had been mandated to go under a State wide retirement system. The system was managed by people in Little Rock and they prescribe the benefits. He asked them if they knew police officers and fire fighters did not have Social Security. If they had a job before or after becoming a police officer where they had earned their forty quarter, they had a Social

Security off set where they were punished for having a private pension. Their government pension would be subtracted from their Social Security. They did not get very much at the end. Currently, the city is only required to pay 6% of their salary. That was cheaper than Social Security. The city put 12% of a civil salary into a 401k. for a non-civil service employee the city put in almost 20% toward a pension benefit including social security. The city receives an insurance turn back from the State which goes into their retirement to help off set the cost. They had the money to pay of the benefit increase this year. This would be a commitment from the Council. The estimated cost for next year, if they went to the new percentage, was $385,130 for the year 2003. That was just $23,000 more than they spent in 2001.

Mr. Steve Davis presented information regarding the long term cost to the city. He also expressed concern about the assumptions made by LOPFI on their actuaries. The city could be facing a 20 to 30% funding increase in their funding to LOPFI before this group of police officers retire. It was a defined benefit plan. When they hire a police officer they by the cost of the future benefits of their retirement plan. LOPFI can only increase 1% per year.

Jason Avorado, FOP, stated the benefit survey will not be presented to them until September.

Tad Scott, FOP, stated they did not want to take away from civilian employees, but they have been working on this for over two years. He questioned what the cost was verses the rewards. The rewards would show that the police officers were appreciated. This was very important to them.

Alderman Bechard stated he thought needed do the Hay study. He hesitated in making long term decision when they did not have all the data in from of them.

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

RESOLUTION WAS TABLED.

Meeting adjourned at 12:15 a.m.

AIR WORKS
DIV. OF MCC INC.
HVACR # 0135450

September 10, 2002

City of Fayetteville
Community Code Enforcement
125 West Mountain Street
Fayetteville, AR 72701

RE: Yvonne Richardson Center

We discussed the unconditional warranty with Mike Green of Green Anderson Engineers Inc., per the original specifications and bid documents for five years on compressors and ten years on heat exchangers.

To clarify our warranty, we restate the warranty as follows:

- Compressors carry an unconditional five year parts warranty
- Heat exchangers carry an unconditional ten year parts warranty
- The unconditional parts warranty will include shipping, refrigerant and equipment rental required to install the parts under warranty
- All other parts are warranted for one year
- Labor is also included for the first year on all parts.

If you have any questions, please do not hesitate to contact the undersiged below.

Sincerely,

Sam Bridges
Mechanical Engineer

cc: Mike Green
Green Anderson Engineers, Inc.
479-442-0413 fax

SB:df

P.O. Box 1760 • 2300 Lowell Road • Springdale, AR 72765 • (479) 751-7411 • FAX (479) 751-0316

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 9/10/02

PRODUCER

Robinson Insurance/SPO
4700 S. Thompson, Suite 101
Springdale AR 72764
(479) 750-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Sitzmarks Division of Multi-Craft Contractors, Inc.
P. O. Box 1780
2300 Lowell Rd.
Springdale, AR 72765-1780

COMPANIES AFFORDING COVERAGE

COMPANY A: St. Paul Mercury Insurance Co.
COMPANY B: National Surety Corporation
COMPANY C: St. Paul Fire & Marine Ins. Co
COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	[illegible]	9/01/02	9/01/03	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	X Per project limit				FIRE DAMAGE (Any one fire)	$ 100,000
	X contractual liab.				MED EXP (Any one person)	$ 10,000
A	AUTOMOBILE LIABILITY	[illegible]	9/01/02	9/01/03	COMBINED SINGLE LIMIT	$
	X ANY AUTO				BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$ 100,000
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY	XYZ0079453280	9/01/02	9/01/03	EACH OCCURRENCE	$ 1,000,000
	X UMBRELLA FORM				AGGREGATE	$ 1,000,000
	OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[illegible]	9/01/02	9/01/03	X WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EA EMPLOYEE	$ 1,000,000
C	OTHER Installation Floater	[illegible]	9/01/02	9/01/03	$50,000 per job location	
	Special Causes of Loss				$10,000 in transit	
					$10,000 temporary storage site	
					$1,000 deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

JOB: Upgrading electrical and installing commercial grade HVAC System in the Yvonne Richardson Community Center, 240 E Rock St., Fayetteville, AR 72701. NOTE: Auto Liability is written on a combined single limit form with a $1,000,000 CSL instead of the split limits shown above. Split limits shown are less total limits than insured carries.

CERTIFICATE HOLDER

City of Fayetteville
Community Code Enforcement
Community Development Section
113 W. Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debbie Kelm

Debbie Kelm

ACORD CORPORATION 1988

CERTIFICATE: 102/001/ 00466

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO AMEND, INSERT, AND DELETE CERTAIN DEFINITIONS; MODIFY RESIDENTIAL SERVICE REQUIREMENTS AND ADOPT RATES.

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

Section 1. That §50.01: Definitions, Code of Fayetteville is hereby amended by deleting the definitions of **Container, Garbage Can,** and **Residential Garbage Bags**, and inserting the following:

Bulky Waste. Items too large for collection in City-issued residential garbage carts, such as appliances, furniture, large limbs, etc. Customers should contact the Solid Waste and Recycling division for specific requirements.

Section 2. That the definition for **Residential Service** at §50.01: Definitions, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

Residential Service. The collection and removal of garbage and trash from single-family residences located on public roadways within the City of Fayetteville. Collection of garbage and trash from residents on private roadways shall be at the discretion of the City. The City shall only collect garbage and trash contained in City-issued carts.

Section 3. That §50.20(B) Service Requirements: Residential Service, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.20 Service Requirements.

B. Residential Service.

1. Residential Garbage Carts Required. Beginning January 2003, customers receiving residential garbage and trash service shall use only the residential garbage carts provided by the City. Only garbage and trash placed in such residential garbage carts shall be collected by the City.

b. Additional bags. On the collection day, an additional bag not to exceed 35 gallons in capacity, may be placed in the top of an open garbage cart. An excess bag fee of $2.50 shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart shall not be collected.

DRAFT

c. Additional collection. Residential customers may request additional garbage cart collection by appointment. Again, trash shall be placed in the garbage cart, and an additional bag not to exceed 35 gallons in capacity, may be placed in the top of an open garbage cart. An additional collection fee of $6.00, plus the actual disposal cost based on cart size, shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart shall not be collected.

2. Location of Residential Garbage Carts. Residential garbage carts shall be placed at a single collection point within three (3) feet of the curb, street or alley line, where applicable, by 6:00 a.m. on mornings regularly scheduled for garbage and trash collection, provided however, that garbage carts shall not be placed at the curb, street or alley more than twelve (12) hours before regular pickup, and shall be removed within twelve (12) hours thereafter. Alternate collection points may be specified at the discretion of the City.

3. Exemptions. Residential customers who wish to apply for an exemption of the required location of residential garbage carts may contact the Solid Waste and Recycling division for an application. Final determination of exemption status shall be made by the General Services Director or his designated representative.

4. Rental Property Cart Service. Rental property owners listed on the Major Owner List maintained by the City of Fayetteville Business Office, shall 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 shall be responsible to contact the Solid Waste and Recycling division if the cart is discovered missing during cleanup activities. The landlord shall be responsible for the cart during these 10 days and shall be required to contact the Solid Waste and Recycling division to arrange for cart pickup.

5. Storage/Maintenance. Residential garbage carts shall be stored and maintained in a manner not likely to create a fire hazard, provide nesting space for rodents and other vermin, or breeding sites for insects.

Section 4. That Chapter 50: Garbage and Trash, is hereby amended by inserting the following:

§50.30 Bulky Waste/Community Cleanups.

A. Bulky Waste Pickup. Each customer shall be entitled to one (1) bulky waste pickup per year. Customers shall arrange for bulky waste pickup by contacting the Solid Waste and Recycling division to reserve a collection date. Mobile home parks and apartment complexes consisting of four (4) or more units shall not be eligible.

B. Community Cleanups.

1. City-wide Earth Week Cleanup. During Earth Week of each year, customers may dispose of normal residential waste at the Solid Waste and Recycling facility free of charge.

2. Neighborhood Association/Ward Cleanups. Each City Council Ward shall be eligible for up to four (4) community cleanups per year, provided however, that each cleanup shall be coordinated by at least one (1) neighborhood association, under the sponsorship of both of the Ward's Alderpersons. The City shall collect normal residential waste free of charge.

Section 5. That §50.40(A) Rates for Services: Residential Service, Code of Fayetteville is hereby deleted and the following shall be inserted in its stead:

§50.40 Rates for Services.

A. Residential service. Garbage and trash shall be collected from residential customers one time each week for the following rates:

Garbage/Trash User Fee Schedule

Container Volume	Fixed Fee	Graduated Volume Fee	Cart Capitalization Included in Base Rate	Monthly Rate
32	$5.76	$2.06	$0.37	$9.00
64	$5.76	$6.24	$0.49	$13.50
96	$5.76	$11.43	$0.55	$18.00
Apartment complexes recycling - cost per unit				$13.50
Apartment complexes not recycling -cost per unit				$18.00

PASSED and **APPROVED** this ____ day of _____, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION AWARDING AN ENGINEERING CONTRACT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED EIGHT DOLLARS ($198,408.00) TO BUCHER, WILLIS AND RATLIFF CORPORATION FOR ENGINEERING AND PLANNING SERVICES ASSOCIATED WITH THE COMPREHENSIVE TRAFFIC STUDY; APPROVING AN ENGINEERING CONTRACT CONTINGENCY IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00); AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00) 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 an engineering contract in an amount not to exceed One Hundred Ninety-Eight Thousand Four Hundred Eight Dollars ($198,408.00) to Bucher, Willis and Ratliff Corporation for engineering and planning services associated with the Comprehensive Traffic Study, 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 an engineering contract contingency in the amount of Twenty Thousand Dollars ($20,000.00).

Section 3. That the City Council of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Twenty Thousand Dollars ($20,000.00) for same.

PASSED and **APPROVED** this 17th day of September, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR ENGINEERING SERVICES WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR DESIGN BID, AND CONSTRUCTION SUPERVISION SERVICES FOR THE PAINTING OF RODGERS DRIVE WATER TANK II AND GOSHEN WATER TANK

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 approves the engineering services contract with McClelland Consulting Engineers, Inc. in the amount of $31,481.00 plus a project contingency of $5,000.00 for design, bid, and construction supervision for the painting of two City of Fayetteville water tanks (Rodgers Drive II and Goshen). This contract is attached as Exhibit A.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: _____
DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING SERVICES CONTRACT WITH GARVER ENGINEERS, LLC IN THE AMOUNT OF $135,950.00, PLUS A PROJECT CONTINGENCY OF $20,000.00 FOR WATER LINE RELOCATION AND IMPROVEMENT, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $155,950.00

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 approves an engineering services contract with Garver Engineers LLC, in the amount of $135,950.00, (plus a project contingency of $20,000.00) for relocation and improvements to water lines and appurtenances along Gregg Avenue. The contract is attached as Exhibit A.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustment of $155,950.00 attached as Exhibit B.

PASSED and **APPROVED** this 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A BULLETPROOF PARTNERSHIP GRANT IN THE AMOUNT OF 50% OF THE COSTS OF BULLETPROOF VESTS UP TO $48,925.00 AND APPROVE A CONTRACT WITH CRUSE UNIFORMS AND EQUIPMENT TO PURCHASE UP TO $99,850.00 WORTH OF BULLETPROOF VESTS AS NEEDED

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 a Bulletproof Partnership Grant in the amount of 50% of the costs of Bulletproof vests up to an amount of $48,925.00 and approves a contract with Cruse Uniforms and Equipment to purchase up to $97,850.00 worth of bulletproof vests.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR ENGINEERING SERVICES IN THE AMOUNT OF $28,894.00, PLUS CONTINGENCY OF $5,000.00 WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR WATER MAIN REPLACEMENT FROM NORTH STREET TO MAPLE STREET

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 approves the engineering services contract with McClelland Consulting Engineers, Inc. in the amount of $28,894.00 (plus project contingency of $5,000.00) for engineering services necessary for the water main replacement project between North Street and Maple Street. This contract is attached as Exhibit A.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH AIR WORKS DIVISION OF MULTI CRAFT CONTRACTORS IN THE AMOUNT OF $39,308.00 FOR UPGRADING THE ELECTRICAL SERVICE AND INSTALLING A COMMERCIAL GRADE HEATING AND AIR CONDITIONING SYSTEM IN THE YVONNE RICHARDSON COMMUNITY CENTER

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 approves a contract with Air Works Division of Multi Craft Contractors in the amount of $39,308.00 for upgrading the electrical service and installing a commercial grade heating and air conditioning system in the Yvonne Richardson Community Center. A copy of this contract is attached as Exhibit A.

ASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN TO RELOCATE THE EXTENSION OF HOLLYWOOD AVENUE FROM 18TH STREET TO BEST WAY STREET

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 amends the Master Street Plan by relocating the extension of Hollywood Avenue from 18th Street to Best Way Street as shown on Exhibit A attached hereto.

PASSED and **APPROVED** this the 17th day of September, 2002.

APPROVED:

By: DRAFT
_____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

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

DATE: **September 18, 2002**

RE: **Passed Ordinances and Resolutions from City Council meeting of September 17, 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. 141-02. **Rodgers Water Tank:** Resolution awarding engineering services contract for tank painting to McClelland Engineering in amount of $31,481.00. Project includes second Rodgers tank and City of Fayetteville's tank at Goshen and approval of contingency;

Res. 142-02 2. **Water Main Replacement:** Resolution awarding engineering services contract for North College water main replacement, North Street to Maple Street, to McClelland Engineers in amount of $28,894.00 and approval of contingency of $5,000.00;

Res. 143-02 3. **Gregg Avenue:** Resolution awarding engineering services contract for Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in lump sum amount of $135,950.00; approval of project budget contingency in amount of $20,000.00 and approval of budget adjustment;

Res. 144-02 4. **Police Grant:** Resolution accepting award of Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award bid for vests to lowest bidder, Cruse Uniforms;

Res. 145-02 5. **Yvonne Richardson Center:** Resolution approving contract w/ Air Works to install HVAC System in Yvonne Richardson Community Center;

Res. 146-02 6. **Task Order #13:** Resolution approving Task Order #13 to McClelland Engineering for design engineering and construction oversight of new FBO hangar;

Ord. 4415 7. **Automated Carts:** Ordinance establishing rate structure and program parameters for automated cart based on residential trash collection and disposal program;

Ord. 4416 8. **RZN 02-24.00:** Ordinance approving rezoning request as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy. 112; property is zoned A-1 and contains approximately 27.81 acres; request is to rezone to C-2;

Ord. 4417 9. **RZN 02-25.00:** Ordinance approving rezoning request as submitted by Erin Rushing of Sage House, Inc. for property owned by City of Fayetteville and located at 1033 Huntsville Road; property is zoned R-1 and contains approximately 4.22 acres; request if to rezone to MF-12

Ord. 4418 10. **Public Transit Authority:** Ordinance authorizing City of Fayetteville to become part of Public Transit Authority to be known as the Ozark Transit Authority and confirming interlocal agreement to be signed by Mayor;

Ord. 4419 11. **VA 02-6.00:** Ordinance approving vacation request as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 Showroom Drive, Fayetteville; request is to vacate portion of utility easement containing .05 acres;

Ord. 4420 12. **RZN 02-26.00:** Ordinance approving rezoning request as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing .45 acres; property zoned R-O and request is to rezone to R-1;

Ord. 4421 13. **VA 02-9.00 & 10.00:** Ordinance approving vacation request as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision; request is to vacate two sections of utility easements;

Res. 147-02 14. **Master Street Plan:** Resolution amending Master Street Plan to relocate extension of Hollywood Avenue from 18th Street to Best Way Street.

FINAL AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

City of Fayetteville

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

WASTEWATER IMPROVEMENT PROJECT: Report by Jerry Sonderegger, Burns and McDonnell, presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

A. CONSENT

1. APPROVAL OF THE MINUTES
2. RODGERS WATER TANK: A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,481.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.
3. WATER MAIN REPLACEMENT: A resolution awarding the engineering services contract for the North College water main replacement, North Street to Maple Street, to McClelland Engineers in the amount of $28,694.00 and approval of a project contingency of $5,000.00.
4. GREGG AVE: A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.
5. POLICE GRANT: A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.
6. YVONNE RICHARDSON CENTER: A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.
7. TASK ORDER #13: A resolution approving Task Order #13 to McClelland Engineering Co. for design engineering and construction oversight of the new FBO hangar.

B. OLD BUSINESS
1. AUTOMATED CARTS: An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting.
2. RZN 02-8.00: An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.
3. RZN 02-23.00: An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.
4. RZN 02-24.00: An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the September 3, 2002 meeting.
5. RZN 02-25.00: An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.
6. PUBLIC TRANSIT AUTHORITY: An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

C. NEW BUSINESS
1. TRAFFIC STUDY: A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment.
2. A 02-6.00: An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.
3. RZN 02-26.00: An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.
4. VA 02-9.00 & 10.00: An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.
5. SETBACK LINES: An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.
6. MASTER STREET PLAN: A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Beat Way Street.

NORTHWEST ARKANSAS EDITION

Arkansas Democrat Gazette

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SEP 18 2002

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AFFIDAVIT OF PUBLICATION

I, Dian Williams, do solemnly swear that I am Legal Clerk of the Arkansas Democrat-Gazette newspaper, printed and published in Lowell, Arkansas, and that from my own personal knowledge and reference to the files of said publication, the advertisement of:

Final Agenda
9-15-02

was inserted in the regular editions on .

** Publication Charge: $ 215.84

Subscribed and sworn to before me this

17 day of September, 2002.

Tammy Allen
Notary Public

My Commission Expires:

Official Seal
TAMMY ALLEN
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 11-05-2011

** Please do not pay from Affidavit.
An invoice will be sent.

9-17-02 2x8

FINAL AGENDA
CITY COUNCIL
SEPTEMBER 17, 2002

City of Fayetteville

A meeting of the Fayetteville City Council will be held on September 17, 2002 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

WASTEWATER IMPROVEMENT PROJECT. Report by Jerry Sondaregger, Burns and McDonnell. presentation will include an overview of the work completed, the current status, the project schedule and the planned future actions.

TOWN CENTER: Annual report from the Town Center.

A. CONSENT

1. APPROVAL OF THE MINUTES
2. RODGERS WATER TANK. A resolution awarding the engineering services contract for tank painting to McClelland Engineering in the amount of $31,441.00. The project includes the second Rodgers tank and the City of Fayetteville's tank at Goshen; and approval of a project contingency.
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4. GREGG AVE. A resolution awarding the engineering services contract for the Gregg Avenue water line relocation and improvements to Garver Engineers, Inc. in the lump sum amount of $135,950.00; approval of a project budget contingency in the amount of $20,000.00; and approval of a budget adjustment.
5. POLICE GRANT. A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.
6. YVONNE RICHARDSON CENTER. A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.
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5. RZN 02-25.00: An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1003 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.
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6. MASTER STREET PLAN: A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Black Way Extension.

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SEP 13 2002
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

5. **POLICE GRANT:** A resolution accepting the award of the Bulletproof Vests Partnership Grant for 50% of cost of vest up to $48,925.00 and award the bid for vests to the lowest bidder, Cruse Uniforms.

6. **YVONNE RICHARDSON CENTER:** A resolution approving a contract with Air Works to install an HVAC System in the Yvonne Richardson Community Center.

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1. **AUTOMATED CARTS:** An ordinance establishing the rate structure and program parameters for an automated cart based on residential trash collection and disposal program. The ordinance was left on the second reading as amended at the September 3, 2002 meeting.

2. **RZN 02-8.00:** An ordinance approving rezoning request RZN 02-8.00 as submitted by Bob Hill of Nickle Hill Group on behalf of J.C. and Alma Nickell for property located at 867 N. College. The property is zoned R-O, Residential Office and contains approximately 0.29 acres. The request is to rezone to C-1, Neighborhood Commercial. The ordinance was left on the first reading at the September 3, 2002 meeting.

3. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Crafton Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrall. The property is zoned C-2, Thoroughfare Commercial and contains approximately 19.39 acres. The request is to rezone to RMF-18, Medium Density Multi-Family Residential. The ordinance was left on the first reading at the September 3, 2002 meeting.

4. **RZN 02-24.00:** An ordinance approving rezoning request RZN 02-24.00 as submitted by Phil Hagen of Crafton Tull and Associates on behalf of Don Nelms for property located west of I-540 and east of Hwy 112. The property is zoned A-1, Agricultural and contains approximately 27.81 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the September 3, 2002 meeting.

5. **RZN 02-25.00:** An ordinance approving rezoning request RZN 02-25.00 as submitted by Erin Rushing on behalf of Sage House, Inc. for property owned by the City of Fayetteville and located at 1033 Huntsville Road. The property is zoned R-1, Low Density Residential and contains approximately 4.22 acres. The request is to rezone to MF-12, Moderate Density Residential. The ordinance was left on the second reading at the September 3, 2002 meeting.

6. **PUBLIC TRANSIT AUTHORITY:** An ordinance authorizing the City of Fayetteville to become a part of a Public Transit Authority to be known as the Ozark Transit Authority and confirming an interlocal agreement to be signed by the Mayor. The ordinance was left on the second reading at the September 3, 2002 meeting.

C. NEW BUSINESS

1. **TRAFFIC STUDY:** A resolution awarding the engineering and planning services contract for the City of Fayetteville's traffic study to the firm of Bucher, Willis, and Ratliff Corporation in the not-to-exceed amount of $198,408.00; approval of an engineering contract contingency in the amount of $20,000.00 and approval of a budget adjustment.

2. **A 02-6.00:** An ordinance approving vacation request VA 02-6.00 as submitted by Brian Black of Black, Corley and Owens PA for property located at 1384 W. Showroom Drive, Fayetteville, Arkansas. The request is to vacate a portion of a utility easement containing 0.05 acres.

3. **RZN 02-26.00:** An ordinance approving rezoning request RZN 02-26.00 as submitted Dave Jorgensen of Jorgensen & Associates on behalf of Chuck Calloway for property located at 1429 & 1430 Deerfield Way, containing 0.45 acres. The property is zoned R-O, Residential Office, the request is to rezone to R-1, Low Density Residential.

4. **VA 02-9.00 & 10.00:** An ordinance approving vacation request VA 02-9.00 and 10.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Chuck Calloway for property located at 1429 and 1430 Deerfield Way which are lots 2 and 34 of Deerfield Subdivision. The request is to vacate two sections of utility easements.

5. **SETBACK LINES:** An ordinance establishing setback lines on such streets and highways as designated on the Master Street Plan and prohibiting the establishment of any new structures or other improvements within the setback lines.

6. **MASTER STREET PLAN:** A resolution amending the Master Street Plan to relocate the extension of Hollywood Avenue from 18th Street to Best Way Street.