

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL OCTOBER 1, 2002

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PUBLIC WORKS REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. **ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. **WALKER PARK:** A resolution awarding RFP 02-13 for Walker Park north playground to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000.
5. **SKATE PARK:** A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

B. OLD BUSINESS

1. **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 tabled on the first reading at the September 17, 2002 meeting.
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; approval of an engineering contract contingency in the amount of \$20,000 and approval of a budget adjustment. The item was tabled at the September 17, 2002 meeting.
3. **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. The ordinance was left on the first reading at the September 17, 2002 meeting.
4. **RAZE AND REMOVAL:** A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brooke 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.
2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance.

3. **RIGHT-OF-WAY DEDICATION:** A resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.

Meeting of October 1, 2002

	<u>Roll</u>				
REYNOLDS	✓				
THEIL	✓				
YOUNG	✓				
MARR	✓				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
JORDAN	✓				
COODY	✓				

Consent →	cut BD.				
REYNOLDS	✓	*			
THIEL	✓				
YOUNG	✓				
MARR	✓				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
JORDAN	✓				
COODY					

Meeting of October 1, 2002

02-23-02 table 10/15

REYNOLDS					
THEIL					
YOUNG					
MARR					
BECHARD					
DAVIS					
SANTOS					
JORDAN					
COODY					

table 10/15

TRAFFIC STUDY table 10/15

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

7:45

Meeting of October 1, 2002

<i>get back.</i>	<i>KS 2ND</i> BD.	<i>KS 3RD</i> LJ.	<i>PASS</i>		
REYNOLDS	✓	✓	✓		
THEIL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	✓	✓	✓		
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
COODY					

<i>PAGE</i> <i>REMOVAL</i>	<i>BD remove</i> <i>LA from table.</i>	<i>BD</i> <i>LJ.</i>			
REYNOLDS	✓	✓			
THIEL	✓	✓			
YOUNG	✓	✓			
MARR	✓	✓			
BECHARD	✓	✓			
DAVIS	✓	✓			
SANTOS	✓	✓			
JORDAN	✓	✓			
COODY					

7:50

Meeting of October 1, 2002

12:00-2:00

REYNOLDS					
THEIL	<i>1st.</i>				
YOUNG	<i>1st on</i>				
MARR					
BECHARD					
DAVIS					
SANTOS					
JORDAN					
COODY					

October music

	<i>KS 2nd DM</i>	<i>KS 3rd LG</i>	<i>Pass</i>		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
MARR	✓	✓	✓		
BECHARD	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
COODY					

8:10

Meeting of October 1, 2002

<i>Row 1</i>	<i>AS</i>				
REYNOLDS	✓				
THEIL	✓				
YOUNG	✓				
MARR	✓				
BECHARD	✓				
DAVIS	✓				
SANTOS	✓				
JORDAN	✓				
COODY					

REYNOLDS					
THIEL					
YOUNG					
MARR					
BECHARD					
DAVIS					
SANTOS					
JORDAN					
COODY					

8:10 adjourned.

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
SEPTEMBER 3, 2002**

A meeting of the Fayetteville City Council was held on September 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

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

CONSENT

APPROVAL OF THE MINUTES

BID 02-44: A resolution awarding Bid 02-44 to Missco Corporation for furniture for the TCA Building in the amount of \$51,858.52 plus tax and a 5% contingency.

RESOLUTION 132-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

COMMUNITY DEVELOPMENT: A resolution approving a budget adjustment in the amount of \$250,000.00 and a budget adjustment policy for the Community Development section.

RESOLUTION 133-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PCS PROPERTIES: A resolution approving an agreement with Southwest PCS Properties for the lease of tower space on the Sang water tank. The proposed lease amount is \$1,500 per month with an initial term of five years.

RESOLUTION 134-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 02-48: A resolution awarding Bid 02-48 and approving a contract with Arkansas Valley Irrigation and Landscaping in the amount of \$55,000, plus a 10% project contingency of \$5,500 for a total cost of \$60,500.

RESOLUTION 135-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 02-49: A resolution awarding Bid 02-49 and approval of a contract with Revelle Irrigation Systems in the amount of \$22,700, plus a project contingency of \$3,400 for a total cost of \$26,100.

RESOLUTION 136-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

HAY GROUP: A resolution amending the 2002 Budget authorizing the employment of the Hay Group for work associated with personnel issues and for other purposes.

RESOLUTION 137-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SKATE PARK: A resolution approving an agreement with Tony Hawk Foundation. The Foundation will provide a \$5,000 grant to the Fayetteville Skate Park upon receiving the signed agreement.

RESOLUTION 138-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HWY 180: A resolution affirming that the City of Fayetteville shall assume responsibility for the entire section of Highway 180 upon completion of the improvements from Township to Futrall.

RESOLUTION 139-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Santos moved to approve the consent agenda. Alderman Reynolds seconded. 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 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Dave Jorgensen presented a revised bill of assurance as a result of the meetings that they had had. They had agreed to go to 83 foot wide lot minimums with a maximum of 158 building lots. The second compromise was the 80% brick. The third item was 1,850 square foot houses minimum.

Alderman Young asked if on the bill of assurance who the architectural committee would be.

Mr. Jorgensen stated it would be the owners of the project at first, until 50% of the ownership takes over similar to the POA at which time the committee would be the property owners association.

Ms. Sharon Davison, an area resident, expressed concern about the capacity of the sewer plant and the traffic.

Mr. Gary Adams, an area resident, stated two years ago the city council had said no to a subdivision in the same area because there was not enough infrastructure there to support it. He thought very few changes had been made since then. He expressed concern about the traffic and the schools in the area beginning at capacity. The sewage system was three to four years away.

Mr. Beshem zeta???? an area resident, stated he thought the revised bill of assurance took care of a lot of his concerns. One major concern that he did not believe the developer could not address, which was 46th Avenue. He expressed concern about the width of the street and the lack of sidewalks. He recommended that the city complete the improvements all the way to Hwy 16.

In response to questions, Mr. Beottcher, Public Works Director, stated that there were currently no plans to improve 46th Street, but there were plans to improve Broyles street from the new sewer plant to Farmington and to use that as the primary egress and ingress. He thought it might be wise to look at a through street.

Alderman Young stated the developers use to be required to sign a statement knowledge that they would not be guaranteed hook ups to the sewer, but Mayor Coody had done away with that requirement.

Alderman Thiel stated that had been something that this council had approved and she did not know why it had been done away with. It needed to stay in place.

Mr. Williams stated it had been a notice that they could not guarantee service. They did not really guarantee service anyway until they got a tap. This was to put people on notice before the election. Certainly, Alderman Young stated he had wanted that notice to continue, he was sure that was what they were doing now. It would not change until they passed a resolution. Their sewer plant was being designed and they were moving forward. If it was done by resolution, it would continue until they passed another resolution.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 5-2, Santos and Jordan voting nay.

ORDINANCE 4411 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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. Ordinance was left on the first reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Davis stated he would like to make a change the school still needed the one space per 3.2 students.

Mr. Conklin stated they had contacted the school district. For the high school their current ratio was 1 space per 3.2 students. He recommended that they amend the ordinance Attachment A.c.1. Page 20, to state one per employee, plus one per three students.

Alderman Thiel stated she felt with the new State law would reduce the amount of parking needed for students.

Mr. Davis moved to amend the ordinance to allow one space per employee and one per three students. Alderman Bechard seconded. The motion carried by a vote of 7-1, Thiel voting nay.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4412 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OUTDOOR LIGHTING: An ordinance that minimizes the impact of outdoor lighting on adjacent properties and improves nighttime visibility. Ordinance was left on the first reading at the August 20, 2002 meeting.

Alderman Davis moved to send the ordinance back to Ordinance Review Committee. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

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. The ordinance was left on the second reading at the August 20, 2002 meeting.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Santos seconded. Upon roll call the motion carried 7-1, Bechard abstaining.

Mr. Williams read the ordinance.

Ms. Pam Jones stated they would be willing to give the additional right of way if the city wanted to build a collector.

Mr. John Hansen, an area resident, stated they were concerned that they were wanting to cut Bishop into this addition. They thought that it would increase the traffic through the neighborhood.

Mr. Chip an area resident, stated he thought portions of the Master Street Plan were being ignored. An extension of Drake to Gregg would elevate some of the congestion.

Mr. Conklin stated the last time Drake Street had been expanded was when Lakeside Village Apartments came through. At the same time the park had been dedicated. Park parking lot was right-of-way. There was right of way all of the way to Gregg Street. It had been planned that away.

Mr. Boettcher stated the traffic plan would look at it. The design of Gregg will include consideration of the Drake intersection. They did not have any cost currently, but they were in the process of long range planning.

Alderman Thiel stated the Parks Board had taken into consideration the extension of Drake Street. It had not been abandoned.

Ms. Fran Quinton, an area resident, asked them to read the bill of assurance.

Alderman Marr asked if the office buildings would remain single story as long as there was not a majority change in the surrounding zoning. He asked if there was a way to make it clearer.

Mr. Williams stated he did not believe that was there intent. The bill of assurance talked about the adjoining neighborhoods. It was not talking about a piece of property. It was talking about the neighborhood themselves.

Alderman Marr stated he wanted to be clear that they meant the majority of the property.

Ms. Jones stated around the old Washington Regional they kept buying up property around. Who knows how things will develop in the future. It was the entire neighborhood, especially the property to the east. If the hospital bought it up, then they might want to look at how that related to their property. They were considering neighborhood rather than individual lots.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 7-1, Bechard abstaining.

ORDINANCE 4413 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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. The ordinance was left on the second reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4414 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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 first reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Alderman Thiel moved to amend b.2, to add, "and shall be removed within twelve hours thereafter." Under community clean ups, remove "registered association" and replace with "neighborhood association." Alderman Young seconded. Upon roll call the amendment passed unanimously.

Alderman Santos stated he liked the idea of the commercial side supporting the residential side. The same residents who pay the residential also help the commercial accounts pay their bills. It would be a very rude awakening for the citizens to put that cost on the residential side. If they had to take away the commercial subsidy, he would be in favor of doing it gradually.

Alderman Thiel stated they had just taken steps to expand their commercial side. They felt that they could increase revenue in the solid waste division. They agreed on several things: to keep rate lower for people who actively recycle and would use the smallest cart. To set the rate for the 64 and 96 gallon cart at the same level that they are now based on the cost of purchasing additional bags. They also wanted to look at increasing

these rates after it had been implemented. This was a major change in what they are currently doing. A couple of years ago they had plans to encourage people to recycle. One way to do that was to increase the rate. She suggested changing the bottom rate to \$9.00, \$18.00 for 96 gallon, and \$13.50 for the 64 gallon.

Alderman Bechard stated they should be very careful on their role. As a government he thought they should say what it cost and charge them that. They have chosen to have a monopoly and by doing so he did not think it was right to arbitrary start making up prices. They had a rate that was a 58% discount verses cost. He did not understand that. He would like for them to get a lot closer to the break even point.

Alderman Jordan questioned the rates on the apartments. Was it fair for them to pay \$17.74 when they were not given the option to recycle and did not use more than 20 gallons. Almost every one wanted excess bag pick up days.

Alderman Young stated they should tell the people that their charge was heavily subsidized by the commercial sector. It was also being subsidized by the 32 gallon carts. Those people did not need a once a week pick up. They were being charge once a week even though they were not using it.

Alderman Marr stated they were subsidizing with profit from a profit orientated customer. If they kept that in mind they would be able to get the best rates for residential and keep a market rate for their commercial business that was competitive.

Alderman Santos stated if they took the cost off of the commercial and put it on the residents, that result on nothing but a windfall for their commercial customers, because they have already built that cost into their cost of doing business. It is already built into the prices that they were charging their customer, so where the same people who were their residential customers. Business were not going to lower their prices.

Alderman Thiel moved to change the proposed rates to \$9.00 for the 32 gallon, \$18.00 for the 96 gallon and \$13.50 for the 64 gallon. That would decrease the subsidy. Alderman Marr seconded the motion. Upon roll call the motion carried by a vote of 6-2, Jordan and Reynolds voting nay.

Mr. Steve Frankenburger, an area resident, expressed concern about narrow driveways and not having a place to put carts.

Mr. Richard Maynard, an area resident, stated the price was not really the issue, but he did not like the idea of being charged extra when on the rare occasion that he would have more trash than usual.

Ms. Melissa Terry, an area resident, stated her neighborhood was concerned about what their bench marks of success was. They needed to education the public on source reduction and recycling and reusing things.

THE ORDINANCE WAS LEFT ON THE SECONDED READING AS AMENDED.

LOPFI 2: A resolution moving the City of Fayetteville Police LOPFI retirement benefits from Plan 1 to Plan 2 as of October 1, 2002. The resolution was tabled at the August 20, 2002 meeting.

Alderman Bechard stated they had talked about tabling the vote until October 15 to give them time to get the study back from the Hay Group. If they were not to have the study by October 8 agenda meeting, then they move forward with voting on this.

Alderman Thiel stated they should have this new plan in place when the Hay Group does their analysis. She was going to support this plan.

Alderman Davis stated the LOPFI 2 was only in two places. He believed they deserved to have the LOPFI 2 and a better than average salary, but since they were paying for this study, he thought they should leave things as they were until after the study was complete.

Mr. Ernest stated the Hay Group could meet the deadline of providing a preliminary draft of the benefit evaluation.

Alderman Marr stated to him the advantage to him would be that they could look at this from the strategic stand point. Not that it would change how they would vote on this, but it would change how they make financial decisions for the overall compensation programs for the city.

Alderman Santos stated if everyone was in favor of this way did they not go ahead and pass this?

Tad Scott, FOP, stated the FOP had met with every one. They did not want to take anything from anybody to receive this benefit. They would like to have this today, but they did not want it at the cost of jeopardizing the benefit survey for fire personnel and civilians.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded.

Ms. Shelly Tuberville stated she had been a general employee for fifteen years. She was married to a police officer on LOPFI. She outlined some of the differences between the benefit from the police and the general employees.

Upon roll call the motion carried by a vote of 6-1, Reynolds voting nay.

RESOLUTION 140-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

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.

Mr. Williams read the ordinance.

Mr. Conklin stated the Board of Adjustment had upheld his interpretation that it did take C-2 zoning for automobile lube and tune type business. He thought any development on this lot would have to come back to city council because a lot of the parking was in city right-of-way. Typically they did not see most of the parking lot owned by the city.

Mr. Bob Hill, applicant representative, stated they were trying to get a zoning for a specific user, but they went just going for the rezoning for that. The building had been built and designed to be an auto repair place, but it has been determined that they could not do that. they would like to rezone the property to C-1 at least. They thought they would be able to market the property better with that zoning.

Mr. William Ready, an area resident, stated they had opposed the rezoning. he expressed concern about the traffic.

Mr. Steve Frankenburg, an area resident, stated nothing had changed since this property had been zoned R-O. It was inconsistent with the 2020 plan. They needed a buffer zone between College Avenue and the residences.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

Mr. Jim Lindsey stated they were requesting that this be rezoned because it was on the NE corner of Futrall and Old Farmington Road. When the property was originally zoned commercial it was a two way street. It was difficult to do much with it because it was now one way. They still thought it would be consistent. 6.7 acres at the corner of Old Farmington would be left commercial the rest would be RMF-15

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

Mr. Conklin stated there are wet lands on this property. They did have intentions of putting a portion of property into a nature reserve.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

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.

Mr. Williams read the ordinance.

Alderman Reynolds asked if this would be a cheaper service for them to operate.

Mr. Ernest stated it would be. They would continue to pay dues for the larger regional system. There would be a far greater level of service than they had earlier. It was the beginning of moving toward a public transit system that they currently did not have.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

The meeting adjourned at 11:00 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL OCTOBER 1, 2002

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PUBLIC WORKS REPORT

A. CONSENT

PASS
1-3-02

1. APPROVAL OF THE MINUTES

2. MOTOROLA: A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.

1-4-02

3. ARKANSAS FORESTRY GRANT: A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.

1-6-02

4. WALKER PARK: A resolution awarding RFP 02-13 for Walker Park north playground to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000.

1-5-02

5. SKATE PARK: A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

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3. **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. The ordinance was left on the first reading at the September 17, 2002 meeting. *pass*
4. **RAZE AND REMOVAL:** A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting. *denied*

C. NEW BUSINESS

1. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brooke 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. *left on 1st*
2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance. *pass*

152-22.3.

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RIGHT-OF-WAY DEDICATION: A resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.

WS center 10/8 after agenda

Ward 2 10/8. Rm 111. - main.

Budget mtg 10/15. 4:30.

Hay group 10/8

Sp. mtg 10/2. - Wilson Group.

~~8:10~~

8:10. adjourned.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL OCTOBER 1, 2002

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PUBLIC WORKS REPORT

PASSED **A. CONSENT**

1. **APPROVAL OF THE MINUTES**
2. **MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. **ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. **WALKER PARK:** A resolution awarding RFP 02-13 for Walker Park north playground to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000.
5. **SKATE PARK:** A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

B. OLD BUSINESS

(Tabled until
C.C. Mtg. 10-15-02)

1. **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 tabled on the first reading at the September 17, 2002 meeting.

(Tabled until
C.C. Mtg. 10-15-02)

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; approval of an engineering contract contingency in the amount of \$20,000 and approval of a budget adjustment. The item was tabled at the September 17, 2002 meeting.

Oct. 14/02.

3. **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. The ordinance was left on the first reading at the September 17, 2002 meeting. (PASSED)

(Failed)

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

C. NEW BUSINESS

(Left on
First Reading)

1. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brooke 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.

Nov. 4/03

2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance. (PASSED)

RES 102-02

3.

RIGHT-OF-WAY DEDICATION: A resolution^o reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive. (PASSED)

(adjourned 8:10)

015 03 City of Fayetteville 10/14/2002
10/01/2002 - 10/01/2002 Maintenance/Inquiry 10:11:05
Exp...: - 2 Matches
Cont...: -
Sel Ref. Date Item Action Brief Description Sel-(B=Browse)
(P=Print)

ORD
ORD 10/01/2002 4422 ESTABLISHING SETBACK LINES
ORD 10/01/2002 4423 OUTDOOR MUSIC/USE UNITS/AMENDMENT

015.03

City of Fayetteville

10/14/2002

10/01/2002 - 10/01/2002

Maintenance/Inquiry

10:11:20

Exp...:

5 Matches

Cont.:

RES

Set-(B=Browse)

Set Ref.

Date

Item

Action

Brief Description

(P=Print)

RES	10/01/2002	148	MOTOROLA/RADIO CONSOLE/POLICE
RES	10/01/2002	149	ARK.FORESTRY/GRANT/SOIL/DICKSON
RES	10/01/2002	150	ARKANSAS PLAYGROUND EQUIP/WALKER
RES	10/01/2002	151	C-TEC/SKATE PARK/
RES	10/01/2002	152	ROW/WEDINGTON/BETTY JO/MARVIN

Page 1 of 1

Cmd1-Return

Roll Keys

Cmd3-End

Press 'ENTER' to Continue

(c) 1986-1992 Munimetrix Systems Corp.

*Res. Jan I-540
cmt. minor*

**FINAL AGENDA
CITY COUNCIL
OCTOBER 1, 2002**

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PUBLIC WORKS REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. **ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. **WALKER PARK:** A resolution awarding RFP 02-13 for Walker Park north playground to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000.
5. **SKATE PARK:** A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

B. OLD BUSINESS

1. **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 tabled on the first reading at the September 17, 2002 meeting.
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; approval of an engineering contract contingency in the amount of \$20,000 and approval of a budget adjustment. The item was tabled at the September 17, 2002 meeting. *(see Gary for addl. info)*
3. **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. The ordinance was left on the first reading at the September 17, 2002 meeting.
4. **RAZE AND REMOVAL:** A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brooke 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.
2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance.

3. **RIGHT-OF-WAY DEDICATION:** A resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
SEPTEMBER 3, 2002**

A meeting of the Fayetteville City Council was held on September 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

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

CONSENT

APPROVAL OF THE MINUTES

BID 02-44: A resolution awarding Bid 02-44 to Missco Corporation for furniture for the TCA Building in the amount of \$51,858.52 plus tax and a 5% contingency.

RESOLUTION 132-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

COMMUNITY DEVELOPMENT: A resolution approving a budget adjustment in the amount of \$250,000.00 and a budget adjustment policy for the Community Development section.

RESOLUTION 133-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PCS PROPERTIES: A resolution approving an agreement with Southwest PCS Properties for the lease of tower space on the Sang water tank. The proposed lease amount is \$1,500 per month with an initial term of five years.

RESOLUTION 134-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 02-48: A resolution awarding Bid 02-48 and approving a contract with Arkansas Valley Irrigation and Landscaping in the amount of \$55,000, plus a 10% project contingency of \$5,500 for a total cost of \$60,500.

RESOLUTION 135-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 02-49: A resolution awarding Bid 02-49 and approval of a contract with Revelle Irrigation Systems in the amount of \$22,700, plus a project contingency of \$3,400 for a total cost of \$26,100.

RESOLUTION 136-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

HAY GROUP: A resolution amending the 2002 Budget authorizing the employment of the Hay Group for work associated with personnel issues and for other purposes.

RESOLUTION 137-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SKATE PARK: A resolution approving an agreement with Tony Hawk Foundation. The Foundation will provide a \$5,000 grant to the Fayetteville Skate Park upon receiving the signed agreement.

RESOLUTION 138-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HWY 180: A resolution affirming that the City of Fayetteville shall assume responsibility for the entire section of Highway 180 upon completion of the improvements from Township to Futrell.

RESOLUTION 139-02 RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Santos moved to approve the consent agenda. Alderman Reynolds seconded. 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 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Dave Jorgensen presented a revised bill of assurance as a result of the meetings that they had had. They had agreed to go to 83 foot wide lot minimums with a maximum of 158 building lots. The second compromise was the 80% brick. The third item was 1,850 square foot houses minimum.

Alderman Young asked if on the bill of assurance who the architectural committee would be.

Mr. Jorgensen stated it would be the owners of the project at first, until 50% of the ownership takes over similar to the POA at which time the committee would be the property owners association.

Ms. Sharon Davison, an area resident, expressed concern about the capacity of the sewer plant and the traffic.

Mr. Gary Adams, an area resident, stated two years ago the city council had said no to a subdivision in the same area because there was not enough infrastructure there to support it. He thought very few changes had been made since then. He expressed concern about the traffic and the schools in the area beginning at capacity. The sewage system was three to four years away.

Mr. Beshem zeta???? an area resident, stated he thought the revised bill of assurance took care of a lot of his concerns. One major concern that he did not believe the developer could not address, which was 46th Avenue. He expressed concern about the width of the street and the lack of sidewalks. He recommended that the city complete the improvements all the way to Hwy 16.

In response to questions, Mr. Beottcher, Public Works Director, stated that there were currently no plans to improve 46th Street, but there were plans to improve Broyles street from the new sewer plant to Farmington and to use that as the primary egress and ingress. He thought it might be wise to look at a through street.

Alderman Young stated the developers use to be required to sign a statement knowledge that they would not be guaranteed hook ups to the sewer, but Mayor Coody had done away with that requirement.

Alderman Thiel stated that had been something that this council had approved and she did not know why it had been done away with. It needed to stay in place.

Mr. Williams stated it had been a notice that they could not guarantee service. They did not really guarantee service anyway until they got a tap. This was to put people on notice before the election. Certainly, Alderman Young stated he had wanted that notice to continue, he was sure that was what they were doing now. It would not change until they passed a resolution. Their sewer plant was being designed and they were moving forward. If it was done by resolution, it would continue until they passed another resolution.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 5-2, Santos and Jordan voting nay.

ORDINANCE 4411 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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. Ordinance was left on the first reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Mr. Davis stated he would like to make a change the school still needed the one space per 3.2 students.

Mr. Conklin stated they had contacted the school district. For the high school their current ratio was 1 space per 3.2 students. He recommended that they amend the ordinance Attachment A.c.1. Page 20, to state one per employee, plus one per three students.

Alderman Thiel stated she felt with the new State law would reduce the amount of parking needed for students.

Mr. Davis moved to amend the ordinance to allow one space per employee and one per three students. Alderman Bechard seconded. The motion carried by a vote of 7-1, Thiel voting nay.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4412 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OUTDOOR LIGHTING: An ordinance that minimizes the impact of outdoor lighting on adjacent properties and improves nighttime visibility. Ordinance was left on the first reading at the August 20, 2002 meeting.

Alderman Davis moved to send the ordinance back to Ordinance Review Committee. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

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. The ordinance was left on the second reading at the August 20, 2002 meeting.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Santos seconded. Upon roll call the motion carried 7-1, Bechard abstaining.

Mr. Williams read the ordinance.

Ms. Pam Jones stated they would be willing to give the additional right of way if the city wanted to build a collector.

Mr. John Hansen, an area resident, stated they were concerned that they were wanting to cut Bishop into this addition. They thought that it would increase the traffic through the neighborhood.

Mr. Chip an area resident, stated he thought portions of the Master Street Plan were being ignored. An extension of Drake to Gregg would elevate some of the congestion.

Mr. Conklin stated the last time Drake Street had been expanded was when Lakeside Village Apartments came through. At the same time the park had been dedicated. Park parking lot was right-of-way. There was right of way all of the way to Gregg Street. It had been planned that away.

Mr. Boettcher stated the traffic plan would look at it. The design of Gregg will include consideration of the Drake intersection. They did not have any cost currently, but they were in the process of long range planning.

Alderman Thiel stated the Parks Board had taken into consideration the extension of Drake Street. It had not been abandoned.

Ms. Fran Quinton, an area resident, asked them to read the bill of assurance.

Alderman Marr asked if the office buildings would remain single story as long as there was not a majority change in the surrounding zoning. He asked if there was a way to make it clearer.

Mr. Williams stated he did not believe that was there intent. The bill of assurance talked about the adjoining neighborhoods. It was not talking about a piece of property. It was talking about the neighborhood themselves.

Alderman Marr stated he wanted to be clear that they meant the majority of the property.

Ms. Jones stated around the old Washington Regional they kept buying up property around. Who knows how things will develop in the future. It was the entire neighborhood, especially the property to the east. If the hospital bought it up, then they might want to look at how that related to their property. They were considering neighborhood rather than individual lots.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 7-1, Bechard abstaining.

ORDINANCE 4413 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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. The ordinance was left on the second reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4414 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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 first reading at the August 20, 2002 meeting.

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

Mr. Williams read the ordinance.

Alderman Thiel moved to amend b.2, to add, "and shall be removed within twelve hours thereafter." Under community clean ups, remove "registered association" and replace with "neighborhood association." Alderman Young seconded. Upon roll call the amendment passed unanimously.

Alderman Santos stated he liked the idea of the commercial side supporting the residential side. The same residents who pay the residential also help the commercial accounts pay their bills. It would be a very rude awaking for the citizens to put that cost on the residential side. If they had to take away the commercial subsidy, he would be in favor of doing it gradually.

Alderman Thiel stated they had just taken steps to expand their commercial side. They felt that they could increase revenue in the solid waste division. They agreed on several things: to keep rate lower for people who actively recycle and would use the smallest cart. To set the rate for the 64 and 96 gallon cart at the same level that they are now based on the cost of purchasing additional bags. They also wanted to look at increasing

these rates after it had been implemented. This was a major change in what they are currently doing. A couple of years ago they had plans to encourage people to recycle. One way to do that was to increase the rate. She suggested changing the bottom rate to \$9.00, \$18.00 for 96 gallon, and \$13.50 for the 64 gallon.

Alderman Bechard stated they should be very careful on their role. As a government he thought they should say what it cost and charge them that. They have chosen to have a monopoly and by doing so he did not think it was right to arbitrary start making up prices. They had a rate that was a 58% discount verses cost. He did not understand that. He would like for them to get a lot closer to the break even point.

Alderman Jordan questioned the rates on the apartments. Was it fair for them to pay \$17.74 when they were not given the option to recycle and did not use more than 20 gallons. Almost every one wanted excess bag pick up days.

Alderman Young stated they should tell the people that their charge was heavily subsidized by the commercial sector. It was also being subsidized by the 32 gallon carts. Those people did not need a once a week pick up. They were being charge once a week even though they were not using it.

Alderman Marr stated they were subsidizing with profit from a profit orientated customer. If they kept that in mind they would be able to get the best rates for residential and keep a market rate for their commercial business that was competitive.

Alderman Santos stated if they took the cost off of the commercial and put it on the residents, that result on nothing but a windfall for their commercial customers, because they have already built that cost into their cost of doing business. It is already built into the prices that they were charging their customer, so where the same people who were their residential customers. Business were not going to lower their prices.

Alderman Thiel moved to change the proposed rates to \$9.00 for the 32 gallon, \$18.00 for the 96 gallon and \$13.50 for the 64 gallon. That would decrease the subsidy. Alderman Marr seconded the motion. Upon roll call the motion carried by a vote of 6-2, Jordan and Reynolds voting nay.

Mr. Steve Frankenburger, an area resident, expressed concern about narrow driveways and not having a place to put carts.

Mr. Richard Maynard, an area resident, stated the price was not really the issue, but he did not like the idea of being charged extra when on the rare occasion that he would have more trash than usual.

Ms. Melissa Terry, an area resident, stated her neighborhood was concerned about what their bench marks of success was. They needed to education the public on source reduction and recycling and reusing things.

THE ORDINANCE WAS LEFT ON THE SECONDED READING AS AMENDED.

LOPFI 2: A resolution moving the City of Fayetteville Police LOPFI retirement benefits from Plan 1 to Plan 2 as of October 1, 2002. The resolution was tabled at the August 20, 2002 meeting.

Alderman Bechard stated they had talked about tabling the vote until October 15 to give them time to get the study back from the Hay Group. If they were not to have the study by October 8 agenda meeting, then they move forward with voting on this.

Alderman Thiel stated they should have this new plan in place when the Hay Group does their analysis. She was going to support this plan.

Alderman Davis stated the LOPFI 2 was only in two places. He believed they deserved to have the LOPFI 2 and a better than average salary, but since they were paying for this study, he thought they should leave things as they were until after the study was complete.

Mr. Ernest stated the Hay Group could meet the deadline of providing a preliminary draft of the benefit evaluation.

Alderman Marr stated to him the advantage to him would be that they could look at this from the strategic stand point. Not that it would change how they would vote on this, but it would change how they make financial decisions for the overall compensation programs for the city.

Alderman Santos stated if everyone was in favor of this way did they not go ahead and pass this?

Tad Scott, FOP, stated the FOP had met with every one. They did not want to take anything from anybody to receive this benefit. They would like to have this today, but they did not want it at the cost of jeopardizing the benefit survey for fire personnel and civilians.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded.

Ms. Shelly Tuberville stated she had been a general employee for fifteen years. She was married to a police officer on LOPFI. She outlined some of the differences between the benefit from the police and the general employees.

Upon roll call the motion carried by a vote of 6-1, Reynolds voting nay.

RESOLUTION 140-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

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.

Mr. Williams read the ordinance.

Mr. Conklin stated the Board of Adjustment had upheld his interpretation that it did take C-2 zoning for automobile lube and tune type business. He thought any development on this lot would have to come back to city council because a lot of the parking was in city right-of-way. Typically they did not see most of the parking lot owned by the city.

Mr. Bob Hill, applicant representative, stated they were trying to get a zoning for a specific user, but they went just going for the rezoning for that. The building had been built and designed to be an auto repair place, but it has been determined that they could not do that. they would like to rezone the property to C-1 at least. They thought they would be able to market the property better with that zoning.

Mr. William Ready, an area resident, stated they had opposed the rezoning. he expressed concern about the traffic.

Mr. Steve Frankenburger, an area resident, stated nothing had changed since this property had been zoned R-O. It was inconsistent with the 2020 plan. They needed a buffer zone between College Avenue and the residences.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

Mr. Jim Lindsey stated they were requesting that this be rezoned because it was on the NE corner of Futrall and Old Farmington Road. When the property was originally zoned commercial it was a two way street. It was difficult to do much with it because it was now one way. They still thought it would be consistent. 6.7 acres at the corner of Old Farmington would be left commercial the rest would be RMF-15

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

Mr. Conklin stated there are wet lands on this property. They did have intentions of putting a portion of property into a nature reserve.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

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.

Mr. Williams read the ordinance.

Alderman Reynolds asked if this would be a cheaper service for them to operate.

Mr. Ernest stated it would be. They would continue to pay dues for the larger regional system. There would be a far greater level of service than they had earlier. It was the beginning of moving toward a public transit system that they currently did not have.

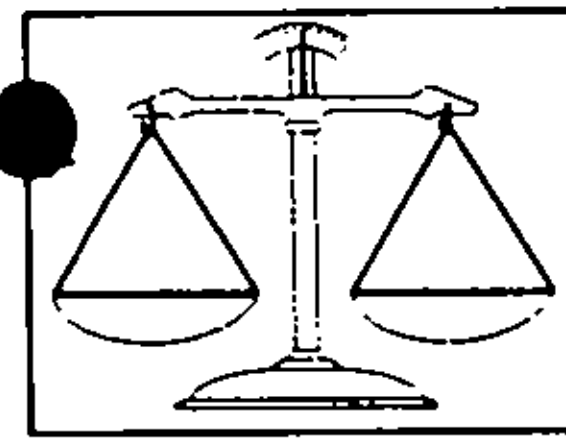
THE ORDINANCE WAS LEFT ON THE FIRST READING.

The meeting adjourned at 11:00 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: City Council

FROM: Kit Williams, City Attorney

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

DATE: September 27, 2002

RE: Resolution to raze and remove structure at 1200 Roberts Road

I am happy to report that your patience in allowing the new owners to voluntarily raze the structure and clean up the property at 1200 Roberts Road has been rewarded. This property is now clean and in good order.

Therefore, the Resolution to Raze and Remove presented to you when we could not get the previous owners to repair or remove the dilapidated structure is no longer needed. Please vote down this proposed Resolution to remove its potential cloud from the title of this property.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY CORA LANKFORD AND OTHERS WHOSE IDENTITIES AND WHEREABOUTS ARE UNKNOWN, LOCATED AT 1200 ROBERTS ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Gordon L. Lankford, late husband of Cora Lankford, is the record owner of the real property situate at 1200 Roberts Road, City of Fayetteville, Washington County, Arkansas, more particularly described as:

Pt. SE1/4 NW1/4 S.D. 011, Section 19 Township 16N, Range 29W,
Outlots; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, the owner(s) of said property, having been properly served with a Violation Notice in hand, and by publication in a newspaper of general circulation in Washington County run weekly for two (2) weeks for those persons whose identities and whereabouts remain unknown, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Cora Lankford and others unknown who may have legal interests in said property, are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That, if Cora Lankford and others unknown who may have legal interests in said property do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given to the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this _____ day of _____, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

STAFF REVIEW FORM

1X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

the Fayetteville City Council meeting of March 19

FROM:

Mike McKimney
 Name

Inspection
 Division

Urban Development
 Department

ACTION REQUIRED:

Council approval for Raze and Removal of house at 1200 s. Roberts Rd. As per Ordinance 3948

COST TO CITY:

\$

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

Grant Coordinator

Date

STAFF RECOMMENDATION:

Recommend a Council review to determine if Raze and Removal is the appropriate option. If so, then make resolution to Raze and Remove.

Division Head

Date

Cross Reference

Department Director

2.28.02

Date

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

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

3/12

Date

Orig Contract Date: _____

Orig Contract Number: _____

new business

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: The Mayor and Council

From: Hugh Earnest 
Urban Development Director

Date: February 28, 2002

Subject: Raze and removal of house at 1200 Roberts Rd.

Background

The owner of the property in question has been notified repeatedly over the past year of a number of serious violations of city ordinances relating to proper upkeep of the site. Our records indicate that the first complaint was received in January of 2001. As per procedure, several letters and personal contacts have been made. An initial letter detailing violations was sent in February of last year. The owner of the property has asked for, and received several time extensions.

Current Situation

The status of the property relative to its compliance with applicable city ordinances has not materially improved. A violation notice was delivered by personal service on January 21, 2002. This 30-day notice requires that a building permit be secured and restoration commenced, or initiate the demolition of the house with clean up of all debris. No movement in meeting the letter has occurred since January 21st.

Recommendation

We are requesting that the council authorize the raze and removal of this house. In the event that the owner of record cannot perform the raze and removal, it may be necessary for the city, through use of a contractor, to demolish the house and clean the property. A lien against the property to recover the monies expended would then be necessary. We have attached a number of records indicating our numerous attempts to resolve the situation.

September 24, 2002

**AGENDA SESSION
CITY COUNCIL
OCTOBER 1, 2002**

NEW ITEMS:

1. **PUBLIC WORKS:** Staff report.

OLD BUSINESS

1. **RAZE AND REMOVAL:** A resolution approving a raze and removal of a house at 1200 S. Roberts Road as per Ordinance 3948.

*'SEE KIT FOR 11/22 RES + WORKING.
NEED MEMO FROM HUGH.*

COUNCIL TOUR

SPECIAL CITY COUNCIL MEETING

October 2, Wednesday, 6:30 p.m. in Room 219

- 1) Wilson Springs Business Park *TASK FORCE*
- 2) *SOCCER CLUB PROPOSAL.*

Feb 8- council strategic planning.

Oct 8- Budget mtg. - after agenda session.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: The Mayor and Council

From: Hugh Earnest 
Urban Development Director

Date: February 28, 2002

Subject: Raze and removal of house at 1200 Roberts Rd.

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The owner of the property in question has been notified repeatedly over the past year of a number of serious violations of city ordinances relating to proper upkeep of the site. Our records indicate that the first complaint was received in January of 2001. As per procedure, several letters and personal contacts have been made. An initial letter detailing violations was sent in February of last year. The owner of the property has asked for, and received several time extensions.

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STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 19

FROM:

Mike McKimney
 Name

Inspection
 Division

Urban Development
 Department

ACTION REQUIRED:

Council approval for Raze and Removal of house at 1200 s. Roberts Rd. As per Ordinance 3948

COST TO CITY:

\$

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

[Signature]
 City Attorney

12-28-02

Date

ADA Coordinator

Date

Purchasing Officer

Date

Grant Coordinator

Date

STAFF RECOMMENDATION:

Recommend a Council review to determine if Raze and Removal is the appropriate option. If so, then make resolution to Raze and Remove.

Division Head

Date

Cross Reference

[Signature]
 Department Director

2-28-02

Date

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

Administrative Services Director

Date

Prev Ord/Res #: _____

[Signature]
 Mayor

3/1/02

Date

Orig Contract Date: _____

Orig Contract Number: _____

new business

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY CORA LANKFORD AND OTHERS WHOSE IDENTITIES AND WHEREABOUTS ARE UNKNOWN, LOCATED AT 1200 ROBERTS ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS.

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Pt. SE1/4 NW1/4 S.D. 011, Section 19 Township 16N, Range 29W,
Outlots; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, the owner(s) of said property, having been properly served with a Violation Notice in hand, and by publication in a newspaper of general circulation in Washington County run weekly for two (2) weeks for those persons whose identities and whereabouts remain unknown, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Cora Lankford and others unknown who may have legal interests in said property, are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That, if Cora Lankford and others unknown who may have legal interests in said property do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this _____ day of _____, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

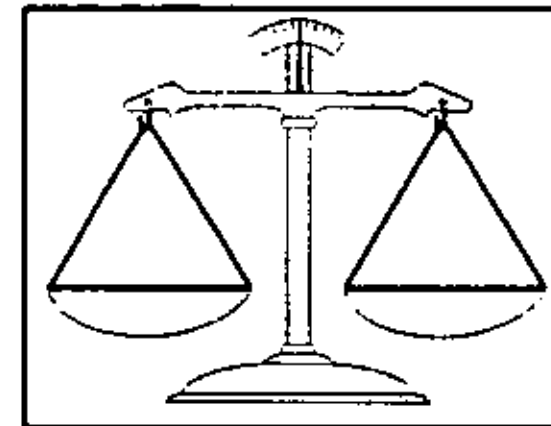
HEATHER WOODRUFF, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: City Council

FROM: Kit Williams, City Attorney

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

DATE: September 27, 2002

RE: Resolution to raze and remove structure at 1200 Roberts Road

I am happy to report that your patience in allowing the new owners to voluntarily raze the structure and clean up the property at 1200 Roberts Road has been rewarded. This property is now clean and in good order.

Therefore, the Resolution to Raze and Remove presented to you when we could not get the previous owners to repair or remove the dilapidated structure is no longer needed. Please vote down this proposed Resolution to remove its potential cloud from the title of this property.



PUBLIC WORKS CAPITAL PROJECTS REPORT
Fayetteville Public Works Department
September 2002

PURPOSE

This report provides an overview of the department's progress on various activities, some being carry-forward activities from prior years, others being fiscal year 2002 priorities and others being unforeseen developments that emerged as the year unfolded. The completion of this workload represents a sizeable accomplishment considering the various constraints that arose during the first nine months of 2002 from staff vacancies and absences. The Water and Sewer Operations Superintendent was called to active military duty for the first part of 2002 and the Engineering Division had two staff engineering positions that remained vacant for the first six months as well. This report is a summation of the capital improvement accomplishments by the Public Works staff.

**CONTINUATION CAPITAL IMPROVEMENT PROJECTS FROM
PREVIOUS FISCAL YEAR BUDGETS**

Cleveland Street Improvements

Improvement of Cleveland Street from Garland to Leverett using design services of consultant.

Construction bids to be opened at end of September 2002

Downtown Dickson Street Enhancement Project

Street, drainage, landscaping and sidewalk improvements are under construction in the Dickson Street Business District. Project funded by a combination of local, federal and private sources.

Garland Avenue Utility Relocations

Project involves the relocation of water and sewer lines to allow the widening and improvement of Garland Avenue. Construction is now underway and scheduled for completion in 2002.

Off-Site Library Improvements

The replacement of water and sewer lines is being integrated with the Library project's off-site street improvements to protect asset improvements. Focus has been expanded to include consideration of other street improvement needs to accommodate the expanded traffic volumes to the new library and downtown area (School Avenue/Archibald Yell Intersection-School Avenue).

Phase II Storm Water Plan

As staffing levels are restored, Engineering Division shall manage this federally mandated program with supplemental outsourcing as the work demands or complexity warrant. Regulations are being monitored to maintain conformance with deadlines and implementation schedules

Ridgeway Water Main Replacement

Project involves the provision of new water mains in the Ridgeway vicinity to provide fire protection for residents. Design performed by the Engineering Division, with construction scheduled for completion in 2002.

Sang, Hollywood and Sixth Street Intersection Improvements

New street alignments, intersection and signalization to accommodate Fire Station/School traffic needs have been designed by the Engineering Division. Finalization of the design and bidding is awaiting completion of right-of-way acquisition

Stonebridge Road

City divisions undertook the design and construction of this capital drainage/street improvement project to expedite and reduce costs of the work. Project is scheduled for completion in 2002.

Trail Improvements-Raven, Joyce and East Mud Creek

The Engineering Division completed designs of two trails systems and managed the outsourced design of the West Mud Creek Trail during 2001 and 2002. The Raven, Joyce and East Mud Creek Trails are scheduled for completion in 2002.

Transmission Main Corrosion Conditions

Capital improvement project to address serious soil acidity situations that threaten integrity of the eleven mile long, 36-inch ductile iron transmission main. Engineering Division is negotiating a contract with the selected engineering consultant.

Wastewater System Improvements Project

The Public Works Department has oversight responsibility for this \$120 million Capital Improvement Project. The oversight, coordination, direction and decisions relating to this large, complex project have included the following tasks over the past 12 months:

- (1) sales tax bond election, (2) contract resolutions, (3) procurement of program management services, (4) ongoing water quality/environmental issues, (5) ongoing coordination of multiple consultants, (6) review of standardized agreements and contract documents, (7) involvement in permitting/resource survey

activities, (8) involvement in ongoing facility planning issues, (9) project financing activities, (10) scheduling and follow-ups on multiple issues/tasks, (11) project implementation and (12) general administration

FISCAL YEAR 2002 CAPITAL IMPROVEMENT PROJECTS

Betty Jo Drive Drainage Project

CONSTRUCTION UNDERWAY-Street Division assumed responsibility for this project, as critical drainage problems precluded the use of outsourcing. First phase of the drainage replacement work has been completed with remainder of work scheduled for end of 2002.

Gregg Avenue and Appleby Intersection Signalization

CONSTRUCTION UNDERWAY-Engineering Division completed design and obtained AHTD permit. Traffic Division is currently installing traffic signal system.

Gregg Avenue Sidewalks

CONSTRUCTION COMPLETED-Construction of new sidewalks along Gregg Avenue, south of North Street Intersection has been completed by the Sidewalk Division.

Holly Street, Vista Drive and Shenandoah Drainage Project

PRELIMINARY DESIGN IN PROGRESS-Staffing shortage warranted use of outsourcing to maintain progress. U.S. Infrastructure has completed a complete drainage basin analysis and is now performing preliminary design of target area needs.

LED Traffic Signal Conversion

WORK IN PROGRESS- Traffic Division installed trial units to verify energy savings, bid system change-out equipment and is now installing the LED Signal head conversions.

North College Water Main

PRELIMINARY STUDY AUTHORIZED-City has outsourced a preliminary engineering analysis for this water main replacement project studying needs, alternatives, routes and costs.

Old Missouri Road

DESIGN COMPLETED- Pending resolution of one right-of-way easement, and incorporation of one driveway entrance revision, project will be released for construction bids.

Rodgers Water Tank #2 (Added Goshen Tank to Scope)

DESIGN AUTHORIZED-City has outsourced engineering design, bidding and inspection to McClelland Engineering. Bidding to be performed in last quarter of 2002

Ripple Road Extension

ENGINEERING DESIGN IN PROGRESS- Engineering Division is currently designing this street improvement project with completion by November of 2002. Road construction schedule is being coordinated with completion of the new Boys and Girls Club.

Sanitary Sewer Rehabilitation

DESIGN UNDERWAY- Contract to outsource design/construction services for Illinois River Basins 1-5, 18 and 19 plus White River Minisystem 27 has been approved. Project will use a combination of force account work, standing contracts and construction contracts as dictated by the nature, extent and scope of the activities.

Shiloh and Futral Signalization

CONSTRUCTION UNDERWAY-Engineering Division designed new signalization plans for intersections and Traffic Division is installing the new signal systems.

Sunbridge and Gregg Intersection Improvements

CONSTRUCTION COMPLETED-Engineering Division designed intersection and signalization improvements, with the construction being completed in 2002.

Walk Bridge

CONSTRUCTION COMPLETED-Construction of a new pedestrian walk bridge at Root School has been completed by the Sidewalk Division.

CHRONOLOGICAL HISTORY OF VARIOUS CAPITAL PROJECTS

June 2001	RODGERS WATER TANK #1 RE-COATING -Awarded contract for 4 million gallon ground storage tank
June 2001	DOUBLE SPRINGS BRIDGE REPLACEMENT -Approved Bridge Replacement and Rehabilitation funding for local share of AHTD bridge project
June 2001	DOUBLE SPRINGS BRIDGE UTILITY RELOCATION -Approved contract award for utility adjustments associated with Owl Creek Bridge - designed by Engineering Division
August 2001	RAVEN AND GULLEY PARK TRAILS -Awarded contract for construction of AHTD/LOCAL funded trails project - designed by Engineering Division
September 2001	HINKLE MOBILE HOME PARK WATER LINE -Awarded contract for construction of new water mains- designed by Engineering Division
October 2001	JOYCE AND MUD CREEK TRAIL -Awarded contract for construction of AHTD/LOCAL funded trails project - designed by Engineering Division
November 2001	GREGG RIGHT-OF-WAY PURCHASE -Completed purchase arrangements with Arkansas-Missouri Railroad

Company for purchase of right-of-way for road improvements and utility relocation

November 2001 WALKER PARK TENNIS COURTS-Parks and Street Divisions instructed to use in-house resources for construction of new courts-schedule for summer of 2002

November 2001 STARR DRIVE COST SHARE-Completed arrangements for cost-sharing agreement with St. Joseph Catholic Church on street improvements

December 2001 SUNBRIDGE AND GREGG SIGNALIZATION-Awarded contract for construction

February 2002 RIDGEWAY WATER LINE REPLACEMENTS-Award of a contract for construction of water lines to provide fire protection – designed by Engineering Division

February 2002 I-540 SEWER LINE EMERGENCY-Engineering Division Design of Emergency Replacement Project-City Council declined waiver of competitive bidding

February 2002 DEAD HORSE MOUNTAIN ROAD BRIDGE-City Council referred CIP project back to committee, not approving AHTD agreement

March 2002 I-540 SEWER LINE REPLACEMENT-Awarded contract for construction of sewer line replacement – designed by Engineering Division

March 2002 DOWNTOWN DICKSON ENHANCEMENT PROJECT-Awarded contract for construction – inspection by Engineering Division

March 2002 BOYS AND GIRLS CLUB WATER/HAUL ROAD-Approved an agreement with Fayetteville Boys and Girls Club for water service main/Haul Road Construction – negotiated and specified through Engineering Division

April 2002 PROGRAM MANAGER-WASTEWATER PROJECT-Submission of contract for program management services on Wastewater System Improvement Project, after scope definition, solicitation, interview and negotiation process

May 2002 ACCELERATED WATER MAIN REPLACEMENT-Approval of program to allocate \$1.5 million to priority water main replacement projects

May 2002 PAVING MACHINE-Approval of purchase of new asphalt paving machine

July 2002 WATER REPLACEMENT DESIGN CONTRACT-Approval of contract with an engineering consultant to provide design services in connection with the accelerated water main replacement program

July 2002 DRAINAGE PROJECTS-Approval of a contract with an engineering consultant to provide preliminary design of fiscal year 2002 drainage projects

July 2002 SEWER REHABILITATION –Approval of a contract with an engineering consultant to provide design of fiscal year 2002 sanitary sewer rehabilitation activities

- July 2002** **JOYCE WATER MAIN REPLACEMENT**-Approval of construction costs from the accelerated water main replacement budget to replace deteriorated water main beneath proposed Joyce Trail – design by Engineering Division
- July 2002** **GARLAND UTILITY RELOCATION**-Approval of a contract for construction of utility relocation in connection with Garland Avenue Improvement – design by outside consultant
- July 2002** **LED TRAFFIC SIGNAL CONVERSION EQUIPMENT**-Approval of a purchase of LED conversion equipment for traffic signals – fiscal year 2002 Capital Improvement Project
- August 2002** **SOUTH GARLAND BRIDGE**-Approval of an agreement with AHTD to program the South Garland Bridge as the next replacement project
- August 2002** **WATER TRANSMISSION AND DISTRIBUTION SYSTEM MASTER PLAN STUDY**-Approval of a contract with an engineering consultant relating to a comprehensive study of the municipal water supply system, including development of computerized model and capital project test
- September 2002** **RODGERS/GOSHEN WATER TANK**-Approval of a contract with an engineering consultant relating to the design, bidding and inspection of fiscal year 2002 Capital Improvement Project
- September 2002** **COLLEGE AVENUE WATER MAIN REPLACEMENT**-Approval of a contract with an engineering consultant for the preliminary study of a fiscal year 2002 Capital Improvement Project
- September 2002** **GREGG AVENUE WATER MAIN REPLACEMENT**-Approval of a contract with an engineering consultant for deSign, partial bidding/inspection services in relation to utility relocations for anticipated highway improvement- this fiscal year 2003 Capital Improvement Project was moved forward to 2002 to coincide with AHTD schedules

UNSCHEDULED ACTIVITIES/PROJECTS IN FISCAL YEAR 2002

Arkansas Department of Emergency Management Grant

Preparation of initial requests for reimbursement of storm damages from the November 2001 ice storm. In the initial review, cost eligibility was declined; however; it has subsequently been indicated that the actual damages will be eligible for a 35% reimbursement. An itemization of ice storm costs and an application for recovery for approximately \$40,000.00 is being prepared for submission.

Comprehensive Traffic Study

Analysis of transportation network as to adequacy, identification of needs, creation of policy and development of a prioritized capital improvement project testing complete with cost predictions-Contract for engineering services under consideration of Fayetteville City Council

Economic Infrastructure Grant-Pinnacle Food

Administration and coordination of a \$100,000.00 grant from the Arkansas Department of Economic Development to Pinnacle Foods Corporation for the construction of new water lines that will facilitate the creation of 134 jobs

Federal Discretionary Funding for Wastewater Rehabilitation

In collaboration with the Mayor's Office and the Utility Services Director's Office, the Public Works Department assisted in the development of a successful special appropriations funding request, bringing \$500,000.00 to the City of Fayetteville for the rehabilitation of the aging wastewater conveyance systems.

I-540 Sewer Line Replacement

Failure of a major interceptor sewer line under I-540 necessitated the immediate design of a replacement and the prompt award of a contract for construction. Non-conforming construction has been evaluated with an acceptance strategy being developed to allow the project completion in substantial accordance with the design. A credit change order is being negotiated, enabling the remaining construction to be completed in 2002.

Master Water Study

The need for a comprehensive water distribution network analysis was identified and a scope of work defined. Following a selection process, an engineering consultant has been retained to complete this master planning document and to provide the electronic capabilities for future in-house evaluations.

Accelerated Water Main Replacement Program

Commencement of a program to contract the replacement of deteriorated water mains, focusing on those having most frequent failures. \$1,500,000.00 of retained earnings were allocated for such purpose.

DRAFT
RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE REPORT OF THE WILSON
SPRINGS BUSINESS PARK ASSESSMENT TASK FORCE

WHEREAS, the City of Fayetteville is very appreciative for the concern and dedication demonstrated by the volunteers of the Wilson Springs Business Park Assessment Task Force; and

WHEREAS, the City of Fayetteville for itself and all the citizens of Fayetteville expresses its sincere gratitude and thanks to every member of the Task Force and especially its Chairman, Jeff Collins, who volunteered countless hours to forge a consensus that included both the partial development and the careful preservation of the Wilson Springs acreage.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby gratefully accepts the Report of the Wilson Springs Business Park Assessment Task Force which is attached as Exhibit A, and agrees to carefully study its recommendations for both development and preservation of the Wilson Springs acreage.

PASSED and APPROVED this the 2nd day of October, 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 TWO HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$222,388.00) 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 FORTY THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$43,980.00) 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 Two Hundred Twenty-Two Thousand Three Hundred Eighty-Eight Dollars (\$222,388.00) 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 Forty Thousand Nine Hundred Eighty Dollars (\$43,980.00) for same.

PASSED and APPROVED this _____ day of _____, 2002.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL OCTOBER 1, 2002

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PUBLIC WORKS REPORT.

A. CONSENT

1. APPROVAL OF THE MINUTES
2. MOTOROLA: A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. ARKANSAS FORESTRY GRANT: A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. WALKER PARK: A resolution awarding RFP 02-13 for Walker Park north playground to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000.
5. SKATE PARK: A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

B. OLD BUSINESS

1. **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 tabled on the first reading at the September 17, 2002 meeting.
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. The item was tabled at the September 17, 2002 meeting.
3. *new copy of 1992 study. MARK + DAVIS.*
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. The ordinance was left on the first reading at the September 17, 2002 meeting.

C. NEW BUSINESS

- move to 10/15 agenda.*
1. **VA 02-8.00:** An ordinance approving vacation request VA 02-8.00 as submitted by Carole Jones of McClelland Engineers, Inc. on behalf of Ted Belden for property located at 485 Vinson Avenue. The request is to vacate a portion of a utility easement.
 2. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lenwyn Edens for property located southeast of Wedington Drive and Brooke 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.
 3. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance.

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Remove for 10/2 agenda
SOCCER CLUB PROPOSAL: A proposal from the Arkansas Comet Soccer Club regarding a soccer complex at the Wilson Springs Park. ~~#2~~ on 10/2.

Remove
FBO HANGAR: A resolution approving a construction contract, including a 10% contingency for the FBO Hangar Construction Project. *Remove 10/15*

Remove
RAMP CONSTRUCTION: A resolution approving a construction contract, including a 10% contingency for the Corporate Ramp Construction Project. *Remove 10/15*

~~XXXXXXXXXXXXXXXXXXXX~~

TOUR - Brenda & Don.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL OCTOBER 1, 2002

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. *Information on Public Works* CONSENT

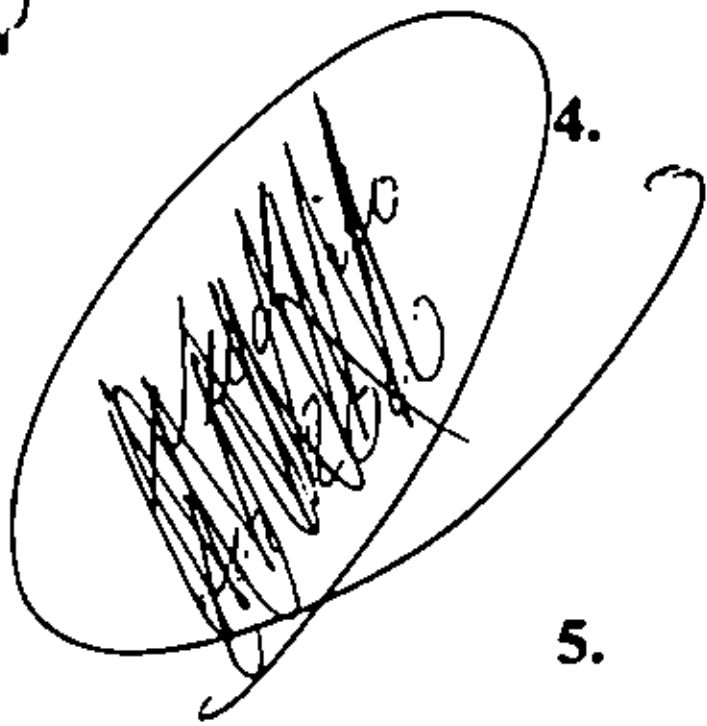
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2. **MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. **ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
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B. OLD BUSINESS

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5.

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FBO HANGAR: A resolution approving a construction contract, including a 10% contingency for the FBO Hangar Construction Project.

RAMP CONSTRUCTION: A resolution approving a construction contract, including a 10% contingency for the Corporate Ramp Construction Project.

Amend. 10/15.
Amend. 10/15.

Public Work.

- add: form to agenda.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission
FROM: Tim Conklin, City Planner
DATE: September 4, 2002

ADM 02-29.00: Administrative Item (Large Scale Development Ordinance/Expiration) To amend the Unified Development Ordinance to require the development of any lot(s) in a previously approved and recorded subdivision, where required infrastructure such as sewer, sidewalks, streets, street lighting, or water is lacking or incomplete, or in the judgment of the City Planner is otherwise inadequate to serve the proposed development, shall be processed in accordance with the requirements for a large-scale development, regardless of the size or number of lots.

To amend the Unified Development Ordinance to require all approved undeveloped or discontinued large scale developments, planned unit developments, conditional uses, and lot splits that have not received all required permits to begin construction, have not begun construction, have not been established, or recorded to meet all current Unified Development Ordinances.

To amend the Unified Development Ordinance to set time limits for application/plan/project approvals by staff, Planning Commission, and City Council.

BACKGROUND

Staff has brought forward these amendments to the UDO in order to address the issues of "old" large scale developments and other approvals and permits that do not meet current ordinances and standards, developments that are occurring on "paper subdivisions" without public hearings or notice, and have no existing time limits for current and future approvals.

The staff and the Planning Commission has dealt with all of these issues over the past few years and the public and elected officials have expressed concern regarding several developments, approvals, and permits that do not meet current ordinances or ever expire.

RECOMMENDATION

Staff recommends approval of the proposed amendments.

*Planning Commission
September 9, 2002*

ADM02-29 LSD Ordinance/Expiration

H:\USERS\COMMON\PLANNING\REPORTS\PCREPORTS 2002\SEPTEMBER\9-9\LSO AND EXPIRATION OF PERMITS_ADM02-29.1



FAYETTEVILLE

City of Fayetteville

Public Works Department

THE ORGANIZATION:

Dan Coody-Mayor of Fayetteville

Greg Boettcher-Public Works Director

Randy Allen-Street Maintenance Superintendent

Billy Ammons-OMI/Wastewater Treatment

Jim Beavers-City Engineer

Perry Franklin-Traffic Superintendent

David Jurgens-Water & Sewer Maintenance Superintendent

Bill Oestreich-Fleet Operations Superintendent

Chuck Rutherford-Sidewalk Administrator

FAYETTEVILLE

City of Fayetteville

Public Works Department

THE EMPLOYEES, OUR MOST IMPORTANT RESOURCE:

ENGINEERING

BEAVERS, JIMMY
BERRY, MARY ALICE
CASEY, MATTHEW
CONNELL, EDWARD
CRISEL, RAYFORD
GODDARD, JILL
HUNTER, KENNETH
JONES, HOLLY
JORDAN, MARK
KING, MICHAEL
LIBERTINI, PAUL
NORBASH, SID
OSTROWSKI, JEREMY
PETRAY, BART
PETRIE, RONALD
RANZ, DONALD
WALCH, LISA

STREET

ALLEN, RANDY
BRAUDRICK, JAMES
COCHRAN, RICHARD
FRANCIS, WILLIAM
GIBSON, JOHN
HUTCHESS, CHARLES
JOHNSON, JAMES
JOHNSON, RANDALL
KEALY, JAMES
KOBER, DONALD
LEWIS, JERRY
LEWIS, JERRY
LUPER, JACKIE
MADEWELL, DAVID
MAIN, ALFORD
MALONE, DONALD
MCCHRISTIAN, ROB

TRAFFIC

OSBURN, GARY
RETAUIC, TERANCE
ROBBINS, BRAD
ROBERTS, BILLY
ROBERTSON, TERRY
RUTLEDGE, HAROLD
SIMES, PETER
SKELTON, WARREN
SMITH, JOEY
SON, ADAM
STEWART, BRAD
STIFFLER, GARY
SUTTON, CLIFFORD
VANRIPER, JOAN
WEEKS, RUTH
WILLIS, MIKE
YOUNG, ERVIN

WATER/SEWER

ANDERSON, BRADLEY
BISWELL, GREGORY
FRANKLIN, PERRY
KRODELL, JOHN
PRATER, MICHAEL
WEAVER, TERRY
WOOD, AMBER
ALVAREZ, MANUEL
BLYTHE, ROBERT
BOHANNON,
RAYMOND
BOLINGER, RYAN
BOWLING, ROBERT
BRANSON, JAYCE
BROWN, JEFFREY
BROWN, RICHARD

WATER/SEWER

CARTWRIGHT,
DENNIS
CLARK, ERIC
COKER, ROBERT
COLLINS, RUSSELL
COOK, STEVEN
DEATON, JOHN
FOSTER, AARON
GEORGE, RICHARD
GREENLEE, RICKY
GROSS, JOHN
HAILE, STEPHEN
HARDERSON, ISAAC
HARRISON, MELVIN
HORNSBY, AARON
JESTER, JASON
JUDY, BRYAN
JURGENSEN, DAVID
LANCASTER, ROBERT
LEACH, JAIME
LONGLEY, JAMES
LOVE, DANNY
MCCUE, JOHN
MCDANIEL, SHELLEY
MOWRY, THOMAS
OXFORD, DALLAS
PARSONS, HAROLD
PATRICK, RANDALL
PEOPLES, JOHNNY
RALSTON, WALTER
ROBBINS, WAYNE
SANDERS, TIMOTHY
SAWIN, HARLAN
SKELTON, VEARL
STALEY, STANLEY

WATER/SEWER

THOMAS, MELANIE
WARFORD, DANNY
WILLIFORD, JASON
WILLIS, JACOB
SIDEWALKS
BARRON, WENDALL
BEEKS, JERRY
HIGGINS, DAVID
MABRY, DANNY
RUTHERFORD,
CHARLES
SHREVE, WALTER
TEAGUE, JASON
FLEET
BEEKS, JESSE
BRITTON, KENNETH
HALE, JAMES
HASKINS, DAWN
JONES, W.
KIRIAKIDIS, MICHAEL
MCGOWAN, WINSTON
OESTREICH, WILLIAM
OLSEN, BARBARA
PERNELL, ALISSA
RAMIREZ, CHARLES
SILVERMAN,
KENNETH
SKELTON, TIMMY
TAFNER, EVERETT
VANRIPER, ROGER
WILES, JOHNNY
YOUNG, NORMAN
OMI-NOLAND PLANT
26 EMPLOYEES

FAYETTEVILLE

City of Fayetteville

Public Works Department

PUBLIC WORKS STATISTICS:

- 132 EMPLOYEES
- 27,761 CUSTOMERS
- 75,000 SERVICE POPULATION
- 525 MILES OF WATER LINES
- 465 MILES OF SEWER LINES
- 320 MILES OF STREETS
- 65 TRAFFIC SIGNALS
- 40 UTILITY PUMPING STATIONS
- 14,000,000 GALLONS OF WATER PURCHASED PER DAY IN 2002
- 29% UNACCOUNTED FOR WATER
- 511 FLEET VEHICLES
- 2.9 MILLION FLEET MILES/YEAR

PUBLIC WORKS FINANCIALS:

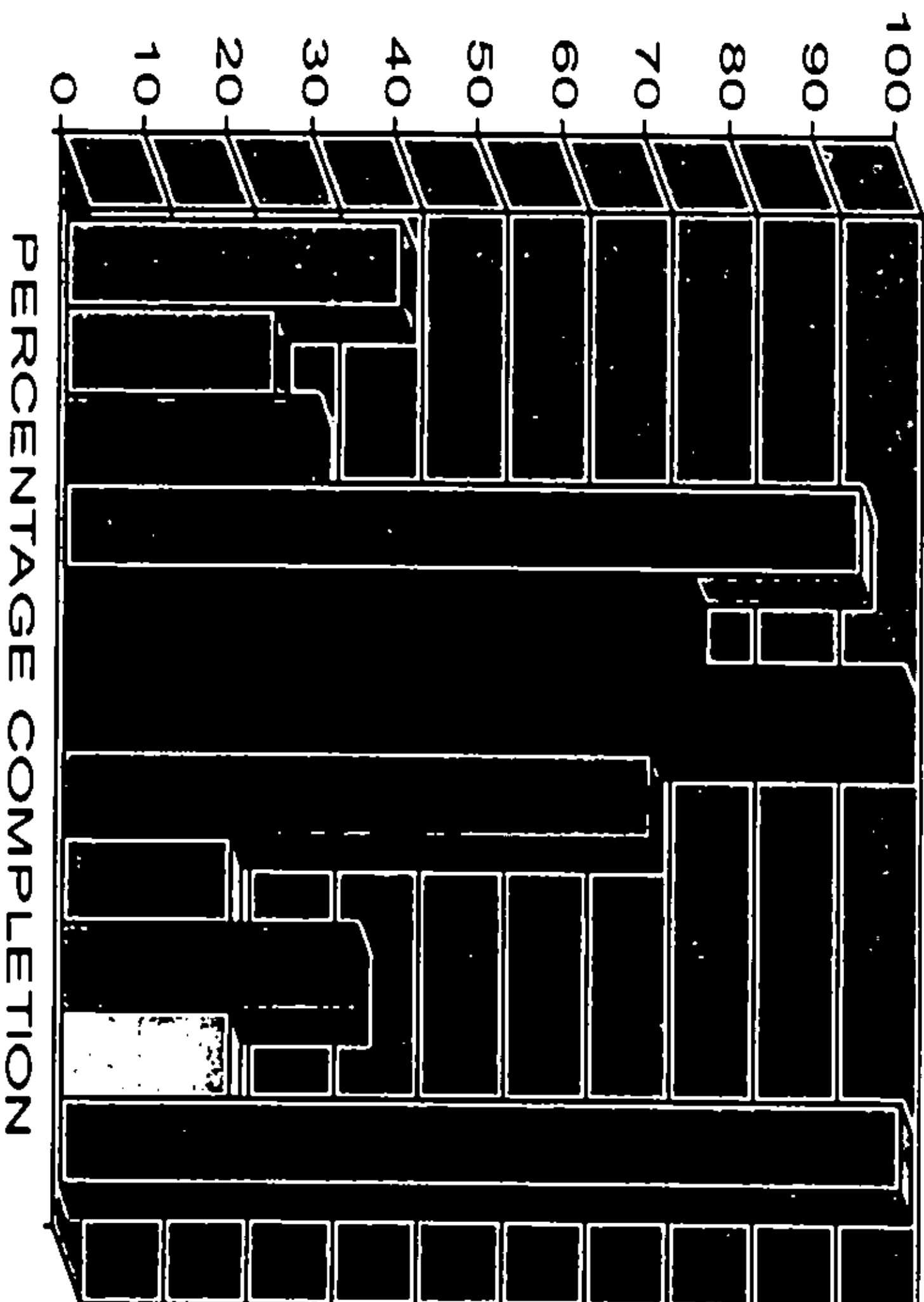
- \$22,785,799.00 BUDGET
- \$11,915,500 CAPITAL BUDGET
- \$25,000,000.00 WWSIP
- \$11,490,000.00 ANNUAL WATER REVENUES
- \$9,557,000.00 ANNUAL SEWER REVENUES
- \$19.08 AVERAGE MONTHLY RESIDENTIAL WATER CHARGE
- \$26.86 AVERAGE MONTHLY RESIDENTIAL SEWER CHARGE

FAYETTEVILLE

City of Fayetteville

Public Works Department

FISCAL YEAR 2002 CAPITAL PROJECTS. STATUS AS OF SEPTEMBER



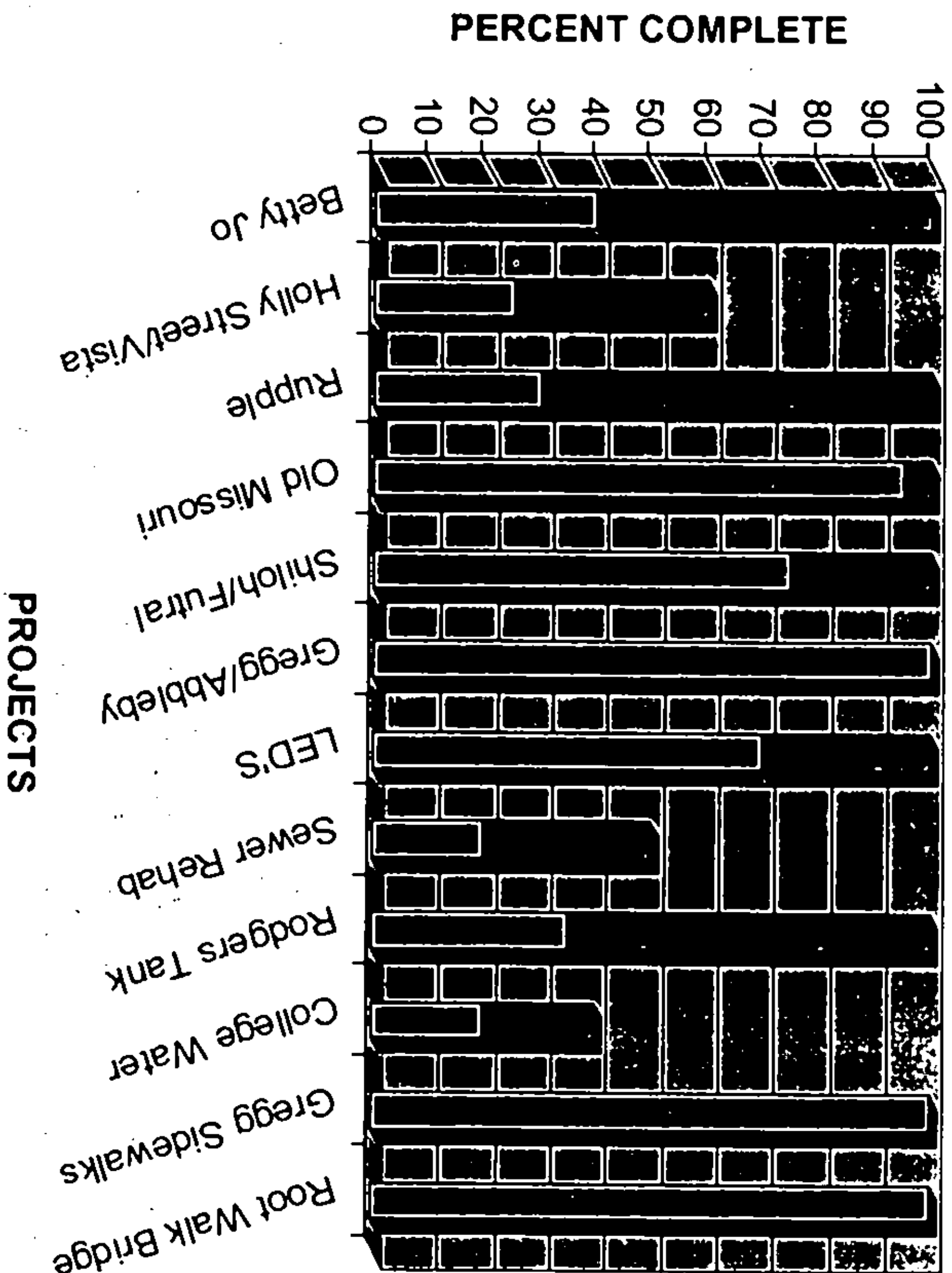
- Betty Jo Drive
- Holly Street/Vista Drive
- Rupple Road
- Old Missouri Road
- Shiloh and Futral
- Gregg/Abbleby
- LED Signals
- Sewer Rehab
- Rodgers Tank
- College Water Line
- Gregg Sidewalks

FAYETTEVILLE

City of Fayetteville

Public Works Department

2002 PROJECT STATUS AT YEAR-END



FAYETTEVILLE

City of Fayetteville

Public Works Department

ACTIVE PUBLIC WORKS PROJECTS			
PROJECT NAME	PROJECT TYPE	DEPARTMENT	BUDGET
SANG/HOLLYWOOD INTERSECTION	STREET	ENGINEERING	\$575,000.00
CLEVELAND IMPROVEMENTS	STREET	ENGINEERING	\$1,000,000.00
STONEBRIDGE ROAD	STREET	STREET	\$100,000.00
36" TRANSMISSION MAIN	WATER	ENGINEERING	\$650,000.00
PHASE II STORM WATER	DRAINAGE	ENGINEERING	\$300,000.00
OFF-SITE LIBRARY IMPROVEMENTS	WATER/SEWER	ENGINEERING	\$0.00
BETTY JO DRIVE	DRAINAGE	STREET	\$280,000.00
HOLLY VISTA AND SHENANDOAH	DRAINAGE	ENGINEERING	\$600,000.00
RUPPLE ROAD	STREET	ENGINEERING	\$850,000.00
OLD MISSOURI ROAD	STREET	ENGINEERING	\$2,126,000.00
GREGG AND APPLBY	INTERSECTION	TRAFFIC	\$100,000.00
LED CONVERSION	INTERSECTION	TRAFFIC	\$164,000.00
SEWER REHABILITATION	SEWER	WATER/SEWER	\$564,000.00
RODGERS TANK #2 AND GOSHEN	WATER	ENGINEERING	\$400,000.00
NORTH COLLEGE	WATER	ENGINEERING	\$878,000.00
SHILOH/FUTRAL	INTERSECTION	TRAFFIC	\$200,000.00
SUNBRIDGE AND GREGG	INTERSECTION	TRAFFIC	\$300,000.00
WATER MAIN REPLACEMENTS	WATER	WATER/ENGINEERING	\$1,500,000.00
GARLAND RELOCATION	WATER/SEWER	ENGINEERING	\$800,000.00
RIDGEWAY REPLACEMENT	WATER	ENGINEERING	\$300,000.00
I-540 INTERCEPTOR SEWER	SEWER	ENGINEERING	\$220,000.00
DICKSON STREET PROJECT	STREET	ENGINEERING	\$3,000,000.00
MASTER WATER DISTRIBUTION PLAN	WATER	ENGINEERING	\$200,000.00
MASTER TRAFFIC STUDY	STREET	ENGINEERING	\$220,000.00
WATER/SEWER OPERATIONS BUILDING	WATER/SEWER	WATER/SEWER	\$2,051,000.00
GREGG WATER RELOCATION	WATER	ENGINEERING	\$800,000.00
SUB-TOTAL TYPICAL CAPITAL PROJECTS			\$18,178,000.00
WASTEWATER IMPROVEMENTS	SEWER	PUBLIC WORKS	\$25,000,000.00
GRAND TOTAL OF PROJECTS TO DATE			\$41,127,000.00

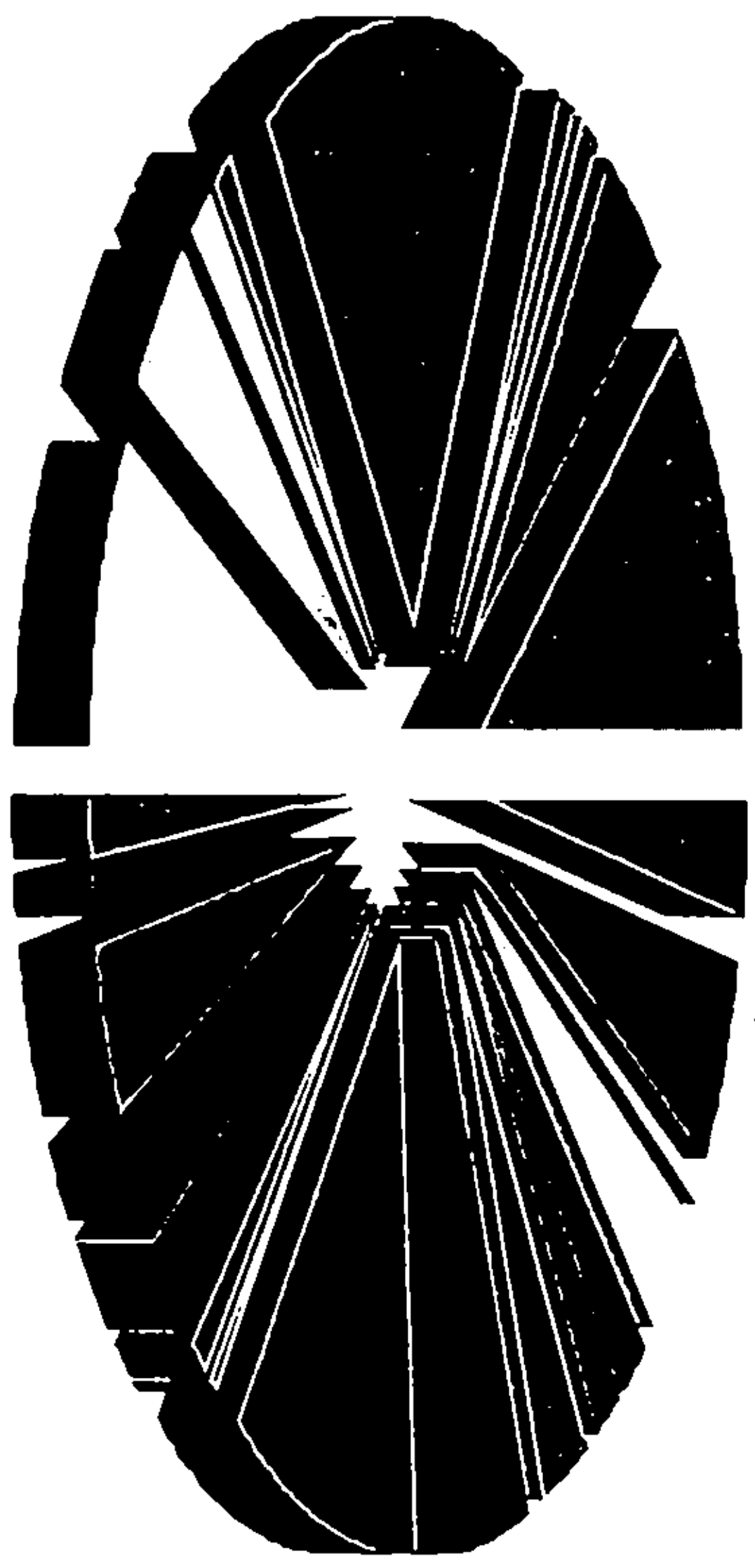


FAYETTEVILLE

City of Fayetteville

Public Works Department

DIVERSITY OF CURRENT CAPITAL PROJECTS
(DELETING WASTEWATER PROJECT)
\$18,178,000.00

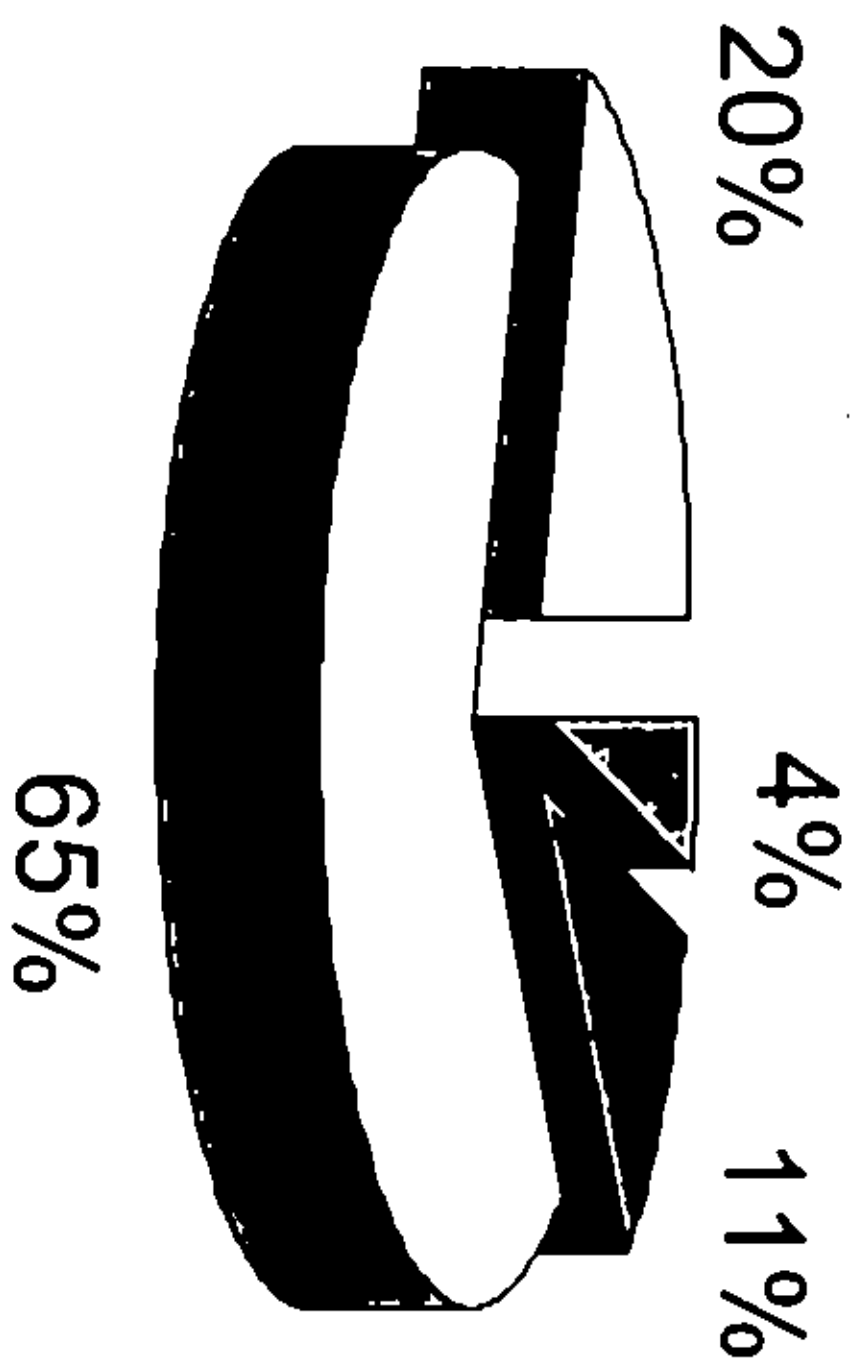




City of Fayetteville

Public Works Department

2002 PUBLIC WORKS BUDGET



- ☒ PUBLIC WORKS
- ☒ STREET FUND
- ☐ WATER/SEWER
- ☐ FLEET

\$0.23 PER PERSON PER DAY
PUBLIC WORKS, ENGINEERING AND
STREETS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL OCTOBER 1, 2002

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A. CONSENT

- 1. APPROVAL OF THE MINUTES**
- 2. MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
- 3. ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
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STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of October 1, 2002

FROM:
Rick Hoyt, Chief of Police

Police

Name	Division	Department
ACTION REQUIRED: Award contract to Motorola Inc in the amount of \$52,118.05 to add a radio console in the 9-1-1 Central Dispatch Center.		
COST TO CITY:		
\$52,118.00	\$509,512	Radio System Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5801.00	\$420,943	Capital Improvements
Account Number	Funds Used To Date	Program Name
99019	\$88,569	Sales Tax Capital Improvements Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] Budget Manager [Signature] Administrative Services Director

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

<u>[Signature]</u> Accounting Manager	<u>9/12/02</u> Date	<u>[Signature]</u> Internal Auditor	<u>9/12/02</u> Date
<u>[Signature]</u> City Attorney	<u>9/13/02</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> Purchasing Officer	<u>9/17/02</u> Date		

STAFF RECOMMENDATION: Authorize Mayor and City Clerk to enter into contract with Motorola Inc for additional console.

<u>[Signature]</u> Division Head	<u>9-11-02</u> Date
<u>[Signature]</u> Department Director	<u>9-11-02</u> Date
<u>[Signature]</u> Administrative Services Director	<u>9-16-02</u> Date
<u>[Signature]</u> Mayor	<u>9/17/02</u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Rick Hoyt, Chief of Police *RH*

DATE: September 9, 2002

SUBJECT: Motorola Console Addition to the Central Dispatch Center

This memo is to request City Council to award a contract to Motorola Inc. in the amount of \$52,118.00 to add a radio console in the 9-1-1 Central Dispatch Center.

This console is needed for various types of activities such as special events, football games, major police incidents such as hostage situations, manhunts, etc. Another use of the console would be for Fire Department operations during times when all fire stations are busy and they need to divert radio traffic to a second channel. A third use would be for major after hour city problems such as water main breaks, a major storm that requires constant communications with city workers, etc.

These types of events create an increase of activity in the dispatch center and require additional dispatch personnel to man positions. This would allow workload in emergency situations to be moved from the main console to this additional position.



MOTOROLA

September 5, 2002

Ms. Kathy Stocker
City of Fayetteville
100-A W. Rock
Fayetteville, AR 72701

Dear Ms. Stocker:

Motorola, Inc., by and through its Commercial Government & Industrial Solutions Sector ("Motorola"), is pleased to present to you the enclosed proposal for the addition of a CentraCom Gold Elite dispatch operator position to the Police Department Gold Elite console system ("System"). Our proposal describes the work, services, and equipment needed to upgrade the System to add an additional dispatch operator position. This proposal includes this cover letter, system description, equipment list, and standard Communications Products Agreement ("CPA").

The CPA provides the terms and conditions and serves as a starting point for contract negotiations. Motorola is more than willing to negotiate mutually agreeable terms and conditions if awarded the contract. Alternatively, the City may issue a Purchase Order that incorporates as exhibits the equipment list and statement of work from this proposal.

Motorola appreciates your consideration of this proposal and hopes you will find it acceptable. We look forward to receiving your response. Please feel free to contact Steve Kumrow, your Account Manager, at (918) 251-4007 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Steve Palm".

Steve Palm
Area Controller, Western Division, North America Group

Cc: Monyecn Drury Steve Kumrow

Communications Products Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 1301 E. Algonquin Rd., Schaumburg, IL 60196 and City of Fayetteville, ("Customer"), having a place of business at 100-A W. Rock, Fayetteville, AR 72701, enter into this Communications Products Agreement, pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below:

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "Technical and Implementation Documents"
- B-1 "List of Products" dated 9/05/02
- B-2 "System Description" dated 9/05/02

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"ADR" means alternative dispute resolution.

"Agreement" means this document, the exhibits listed above, and any amendments to this Agreement.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the List of Products.

"FCC" means the Federal Communications Commission.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola owns.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any

corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Purchase Price" means the price for the Products or for additional Products as permitted by Section 3.4 of this Agreement, exclusive of any applicable sales or similar taxes and freight charges.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the design, form, functionality, or performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either party may request changes within the general scope of this Agreement. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. **TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software provided it is then available. Each order must refer to this Agreement. The applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Unless otherwise expressly provided in this Agreement, the pricing and delivery terms will be Motorola's then published prices and standard delivery terms for such Equipment or Software, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 PAYMENT OF PURCHASE PRICE

5.1. PURCHASE PRICE. The Purchase Price in U.S. dollars is \$ 52,118.05. Motorola will submit to Customer invoices for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

5.2. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Motorola and are included in the purchase price as indicated on Exhibit B-1. Title and risk of loss to the Equipment will pass to Customer upon receipt, except that title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry (including R-56) and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their intended purpose will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. For one (1) year from the date of shipment, Motorola warrants that the Equipment under normal use and service will operate in conformity with the manufacturer's published product specifications in all material respects and will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (viii)

batteries (because they carry their own separate limited warranty); (ix) freight costs to ship Equipment to the repair depot; (x) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (xi) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. Before the expiration of the warranty period, Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

10.1. SETTLEMENT PREFERRED. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding ADR.

10.2. LITIGATION. Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation shall then be submitted by either party to a court of competent jurisdiction in the state in which the Products are delivered. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

Section 11 DEFAULT AND TERMINATION

If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

Section 13 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

14.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

14.2.1. Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

Section 15 GENERAL

15.1. TAXES. The Purchase Price does include sales tax as indicated on Exhibit B-1. The Purchase price does not include any other amount for federal, state, or local excise, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.2. **ASSIGNABILITY.** Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

15.3. **SUBCONTRACTING.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

15.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

15.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.7. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

15.8. **GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

15.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10. **NOTICES.** Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

City of Fayetteville
Attn: Ms. Kathy Stocker
100-A W. Rock
Fayetteville, AR 72701
fax: _____

Motorola, Inc.
Attn: Steve Kumrow
2212 W. Nashville St.
Broken Arrow, OK 74012
fax: _____

15.11. **COMPLIANCE WITH APPLICABLE LAWS.** Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all FCC licenses and authorizations required for the

installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.12. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

15.13. **SURVIVAL OF TERMS.** The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 3.6 and 3.7 (concerning Software licensing); Section 10 (Disputes); Section 13 (Limitation of Liability); 14.1 (Confidential Information); and 14.2 (Preservation of Motorola's Proprietary Rights).

The parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Software License Agreement

Software License Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") or Printrak International, Incorporated, a Motorola company ("Printrak" or "Licensor"), and City of Fayetteville ("Licensee"), hereby enter into this Software License Agreement ("Agreement"). Motorola and Printrak are each authorized to execute this Agreement on behalf of the other. For good and valuable consideration, the parties agree as follows:

Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. All such software that is owned by Motorola or Printrak is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Motorola Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival or back-up purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Licensee must purchase a copy for each site at which Licensee uses Motorola's Radio Service Software (if applicable). Licensee may make one additional copy for each computer owned or controlled by Licensee at each such site. Upon written Motorola's request, Licensee must provide a written list of all sites where Licensee uses or intends to use Radio Service Software.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not be disclosed to others. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 6 LIMITED WARRANTY

6.1. If the Software is provided pursuant to a Communications System Agreement, Printrak-Suncoast System Agreement, Communications Products Agreement, or Printrak-Suncoast Products Agreement between Licensor and Licensee, the warranty period for the Software shall commence as stated in such agreement and will continue for one (1) year except as otherwise provided in this Section. For all other transactions, the warranty period will commence upon shipment of the Software and will continue for 120 days. For Software that is owned by Suncoast Scientific Incorporated, a Motorola company; Printrak's Law Records Management System software products; and Printrak's Premier CAD SE™ software products, the warranty period for such Software shall commence as stated in the applicable agreement and will continue for 120 days. For Software that is application software, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the system. For Software owned by Printrak, whether such defect occurs will be determined solely with reference to the Documentation. For Software involving radio frequency systems and Products, the primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication; and the primary functionality of a data communication system is point-to-point data transmission. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.

6.3. Before the expiration of the applicable warranty period, Licensee must notify Licensor in writing if the Motorola Software does not conform to this warranty. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defect, replace the defective Software with the

same or equivalent software, or refund the price of the defective Software or individual Product in which the Software is embedded or for which it was provided. Such action will be the full extent of Licensor's liability and Licensee's sole remedy for a breach of this warranty. If the investigation indicates the warranty claim is not valid, then Licensor may invoice Licensee for responding to the claim on a time and materials basis using Licensor's current labor rates.

6.4. THIS WARRANTY EXTENDS ONLY TO THE FIRST LICENSEE. SUBSEQUENT TRANSFEREES MUST ACCEPT THE SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 7 LIMITATION OF LIABILITY

EXCEPT FOR PERSONAL INJURY OR DEATH, LICENSOR'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, WILL BE LIMITED TO LICENSEE'S DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PRICE FOR THE SOFTWARE, THE PRODUCTS PROVIDED BY LICENSOR IN WHICH THE SOFTWARE IS EMBEDDED OR INSTALLED, OR THE SERVICES SPECIFICALLY RELATED TO THE SOFTWARE WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SALE OR USE OF ANY SOFTWARE OR PRODUCTS. This Limitation of Liability provision will survive the termination of this Agreement. Licensee must bring any action under this Agreement within one (1) year after the cause of action arises.

Section 8 TRANSFERS

Licensee may not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its right to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software will begin when this Agreement is mutually executed by both parties and will continue in perpetuity unless terminated without notice by Licensor upon Licensee's breach of this Agreement. Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Upon termination of this Agreement, Licensor will be entitled to immediate injunctive relief. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal

Express, UPS, or DHL), and shall be effective upon receipt. Change of address must be in writing to the other party.

Licensee

Attn: _____

Licensor

Attn: _____

Section 11 GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

11.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

11.3. WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.4. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

11.5. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

11.6. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped.

11.7. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

Licensee

Licensor

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B
Technical and Implementation Documents

9/5/2002

City of Fayetteville Console Expansion List of Products

One (1) B1822 Centracom Gold Elite Interface Electronics Unit with headset jacks, a foot switch, gooseneck microphone, and a fifty (50) foot plenum seven (7) pair operator cable.

One (1) B1827 Centracom Gold software License Manager with a Gold Elite Operator Position License included.

One (1) L1342 HP Minitower Computer for use as a Gold Elite Client at the new dispatch position. The computer includes a sound card for dual IRR capacity and speaker.

One (1) CDN1431 1250 VA UPS

One (1) Fifty (50) foot Plenum Ethernet Cable

Equipment Total	\$ 19,280.00
-----------------	--------------

Systems Integration Services including hardware installation, cabling, console programming, software installation, position configuration and optimization, operational testing, Systems Technologist and Systems Engineer support.

Services Total	\$ 30,082.00
----------------	--------------

Project Total	\$ 49,362.00
---------------	--------------

Freight	\$ 145.00
---------	-----------

Sales Tax(\$81.25 + 5.125%)	\$ 2,611.05
-----------------------------	-------------

Grand Total	\$ 52,118.05
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CITY OF FAYETTEVILLE ARKANSAS CONSOLE EXPANSION

SECTION 01: SYSTEM DESCRIPTION

1. OVERVIEW

This proposal is for an additional Gold Elite Console operator to be located in the Fayetteville Police department dispatch center. The new dispatch operator will have a desktop CIE configuration and will be located on existing desktop location in the dispatch center. This proposal includes the additions necessary for this new position to the existing Gold Series Central Electronics Bank, and the existing Centracom Gold Elite LAN. The proposal also includes the proper software licensing for an additional Gold Elite operator.

The current Central Electronics Bank has open COIM slots available to accommodate the additional equipment required for installation.

The City as part of this project will supply a new monitor for use at the new dispatch position of the same type as the other operator positions. The City will also supply additional Dictaphone call check equipment necessary for the new operator position.

2. SUMMARY OF THE PROJECT SCOPE

As part of this project the Motorola System Integration team will the following equipment:

- ☐ One (1) B1822 Centracom Gold Elite Interface Electronics Unit with headset jacks, a foot switch, gooseneck microphone, and a fifty (50) foot plenum seven (7) pair operator cable.
- ☐ One (1) B1827 Centracom Gold software License Manager with a Gold Elite Operator Position License included.
- ☐ One (1) L1342 HP Minitower Computer for use as a Gold Elite Client at the new dispatch position. The computer includes a sound card for dual IRR capacity and speaker.
- ☐ One (1) CDN1431 1250 VA UPS
- ☐ One (1) Fifty (50) foot Plenum Ethernet Cable

X AGENDA REQUEST
 CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council Meeting of: October 1, 2002

FROM:

Kim J. Hesse

Public Lands Maintenance

Urban Development

Name

Division

Department

ACTION REQUIRED: Approval of a 50/50 matching grant for \$20,000.00 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.

COST TO CITY:

\$20,000.00

\$

3,204,836.00

Dickson Street Enhancements

Cost of this request

Category/Project Budget

Program Category / Project Name

4470-9470-5809-00

\$

3,135,226.00

Street Improvements

Account Number

Funds Used to Date

Program / Project Category Name

98097-20

\$

69,610.00

Sales Tax Capital

Project Number

Remaining Balance

Fund Name

BUDGET REVIEW:

X

Budgeted Item

X

Budget Adjustment Attached

Budget Manager

Date

Administrative Services Director

Date

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Arkansas Forestry Commission

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Manager

Date

Grant Coordinator

Date

STAFF RECOMMENDATION:

Staff recommends approval of the grant and budget adjustment.

Division Head

Date

Cross Reference

New Item:

Yes

No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Administrative Services Director

Date

Mayor

Date

Budget Year	Department: Urban Development	Date Requested	Adjustment Number
2002	Division: Public Lands Maintenance Program: Public Lands Maintenance	8/26/2002	

Project or Item Requested: \$20,000 is requested in the Dickson Street Enhancement Project.	Project or Item Deleted: None. To recognize \$20,000 in additional grant revenue.
--	--

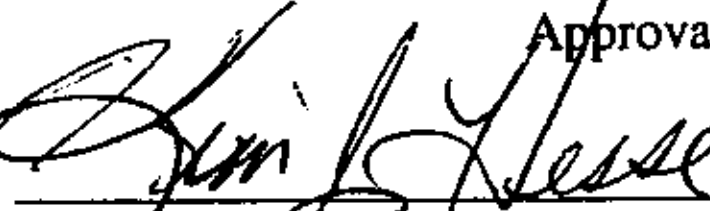
Justification of this Increase: The additional funding will be used for contingency since the matching 50% grant funds is already included in the project budget.	Justification of this Decrease: The grant for this project is received from the Arkansas Forestry Commission.
--	--

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Street improvements	4470	9470	5809	00	20,000	98097	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
State grants	4470	0947	4302	00	20,000	98097	1

Approval Signatures		Budget & Research Use Only					
	Date	Type:	A	B	C	<u>D</u>	E
Requested By	9-13-02	Date of Approval				Date	Initial
	Date	Posted to General Ledger				Date	Initial
Budget Manager		Posted to Project Accounting				Date	Initial
Department Director	Date	Entered in Category Log				Date	Initial
Administrative Services Director	Date						
Mayor	Date						

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

LANDSCAPE ADMINISTRATION

DATE: 9-11-02
TO: Mayor Coody, City Council
COPY: Hugh Earnest, Urban Development Director
Greg Boettcher
FROM: Kim J. Hesse, RLA 
SUBJECT Grant Approval – Dickson Street Enhancement Project – Structural Soil

Included is the Grant Agreement with the Arkansas Forestry Commission for a \$20,000.00 matching grant to assist in the cost of installing structural soil as a part of the Dickson Street Enhancement project. The Forestry Commission administers the grant federally funded by the Urban and Community Forestry Council. The city's \$20,000.00 match is included in the construction costs for the enhancement project.

Structural Soil, as is described in the included grant application, is a new pavement substrate developed to be compacted to meet engineering requirements for paved surfaces while allowing tree roots to grow freely, under and away from the pavement, thereby reducing heaving as roots are allowed to grow. By utilizing this innovative construction technique within tree pits and planters, we hope to ensure that the proposed Dickson Street trees will be able to grow to their fullest potential.

Although the maximum dollar amount typically granted by the Urban and Community Forestry Assistance funds is \$10,000.00, the grant reviewers felt this project was worthy of exception thereby granting \$20,000.00 to the City of Fayetteville. It is our hope, as well as the grant administrators, that this project will create an urban forestry example that will succeed in providing for long term survival of trees within the confines of paved infrastructure.

GRANT AGREEMENT
BETWEEN
ARKANSAS FORESTRY COMMISSION
AND
City of Fayetteville
8/13/2002 – 5/31/2003

This Grant Agreement is hereby entered into by and between the Arkansas Forestry Commission, hereafter referred to as 'AFC', and the City of Fayetteville, hereafter referred to as 'Grantee.'

All funds must be used for the purposes stated below. Any modification of purpose, final product, grant award, or matching contribution must be requested in writing and approved by the AFC. Grantee must raise the entire balance of funds necessary to complete the budget as proposed, from non-federal sources.

Purpose: Using "Structural Soil" in a planting site and creating a education/demonstration project.

The \$20000 grant will be paid on a reimbursement basis upon submission of approved cost records AND a project final report. The amount paid will equal 50% of the approved project costs, not to exceed either the grant amount or the out-of-pocket expenses. The Grantee shall be responsible for a minimum match of \$20000 in eligible cash purchases or in-kind contributions.

The Grantee shall be responsible for providing proof-of-payment records for all purchases and in-kind contributions. These include source documentation such as invoices, canceled checks, paid receipts, payroll or time and attendance records, contract documents, and valuation letters for third-party in-kind contributions. Cost records must be retained for three years following conclusion of the project.

The Grantee shall submit a final project performance report, a financial summary with supporting documentation, and a copy of any product developed through the grant within 30 days of project completion, or by May 31, 2003, at the latest.

The State Forester and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Grantee which are pertinent to the grant in order to make audits, examinations, excerpts, and transcripts.

(For Tree Planting Projects Only) Trees must be maintained for three full years following planting. The Grantee must replace any dead trees within the period of this three-year period.

The Grantee agrees to include in all promotion, publicity, programs, advertising, and in any printed materials pertaining to all AFC Urban Forestry funded programs and/or projects, the following credit line: "This project is supported in part by the Arkansas Forestry Commission's Urban Forestry Program and the U. S. Forest Service."

If a Grantee materially fails to comply with any term of this award, as stated above, the AFC may disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Grantee, withhold further awards for the program, demand repayment of the grant, or take other legally available remedies.

The Grantee agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of this grant on the basis of race, creed, color, national origin, religion, sex, age or physical or mental disability.

The Grantee may terminate this entire Agreement, without cause, prior to the expiration of the grant period, upon sixty (60) days written notice. Upon cancellation of this Agreement and release of the unexpended grant funds, the Grantee is fully released of all obligations under this Agreement.

If any part of this Agreement shall be deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied, such circumstance shall not have the effect of rendering any other provision of this Agreement invalid, inoperative, or unenforceable to any extent whatever.

We accept this grant subject to the terms and provisions stated above.

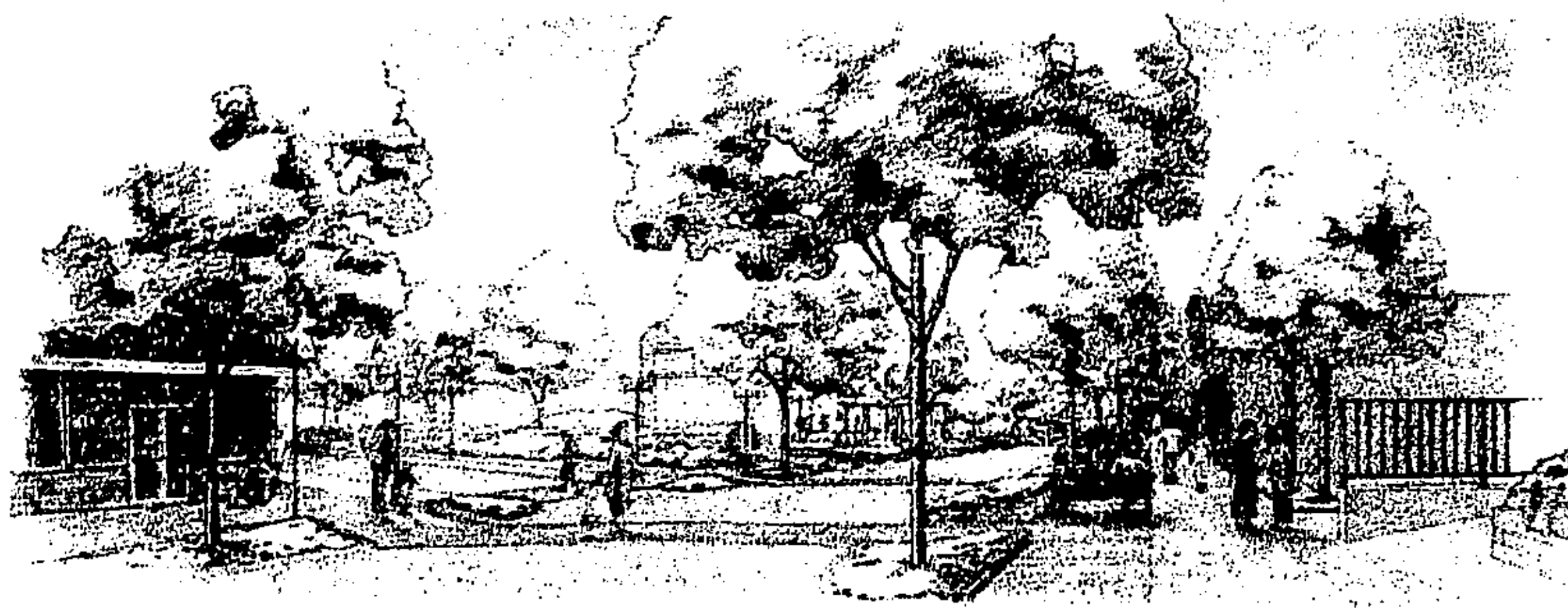
Name *John L. [unclear]*
Title *Urban Forester*
Arkansas Forestry Commission

Name
Grantee
Affiliation

URBAN AND COMMUNITY FORESTRY

IMPROVING OUR QUALITY OF LIFE

AN URBAN FORESTRY ASSISTANCE GRANT APPLICATION



Submitted by:
The City of Fayetteville
and
Downtown/Dickson Enhancement Project, Inc.



Good research, information, communication and the exchange of technological knowledge are keys to strengthening urban forestry programs and empowering communities and urban forestry professionals.

*A Statement of Principals 1998
National Urban and Community Forestry Advisory Council*

THE CITY OF FAYETTEVILLE, ARKANSAS

April 12, 2002

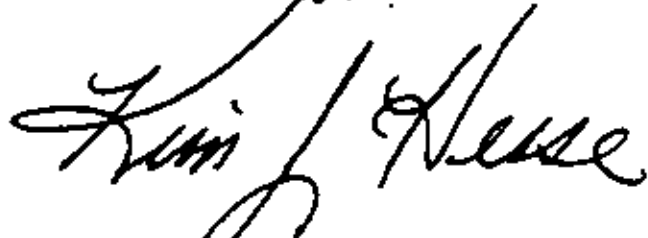
Doug Akin, Urban Forester
Arkansas Forestry Commission
3821 W. Roosevelt Rd.
Little Rock, AR 72204

Dear Mr. Akin:

Thank you for the opportunity to apply for the Urban and Community Forestry Assistance Grant. This grant will assist the City of Fayetteville support our commitment toward urban forestry by utilizing innovative construction techniques for better survivability of street trees. For the current Dickson Street project, the use of Structural Soil beneath the sidewalks has been suggested by the Downtown Dickson Enhancement Committee, members of the public, and by city staff. Utilizing Structural Soil along Dickson Street will provide an example and promote it's use in urban renewal projects throughout the state. This grant will support the cost of materials and labor needed for construction as well as the creation of a video demonstrating how to construct with Structural Soil and the benefits of the product. Information about Structural Soil and the Dickson Street project is included in the application. Any questions may be directed toward the Tree and Landscape Division at the City of Fayetteville 479-575-8308.

I hope this project meets the criteria of the grant. It is always an honor to be a recipient of such a grant encouraging the advancement of urban forestry.

Sincerely,



Kim J. Hesse

THE CITY OF FAYETTEVILLE, ARKANSAS

April 12, 2002

Doug Akin, Urban Forester
Arkansas Forestry Commission
3821 W. Roosevelt Rd.
Little Rock, AR 72204

Dear Mr. Akin:

As Mayor of the City of Fayetteville, I fully support the application for Urban Forestry Assistance funds. This money will be used to utilize Structural Soil in the landscape improvements along Dickson Street as part of the Downtown / Dickson Enhancement Project. It is our hope that this project will serve as a model for urban environmental quality. The administration would appreciate your favorable review of our application and are willing to provide additional funding and staff as is necessary to create a the most desirable result.

Sincerely



Mayor Dan Coody

Downtown • Dickson Enhancement Project, Inc.

April 12, 2002

Arkansas Forestry Commission
3821 W. Roosevelt Road
Little Rock, AR 72204

Attn: Doug Atkin

Dear Mr. Atkins:

The City of Fayetteville has been fortunate over the past 10 years to have aggressive private-sector investors rehabilitating existing structures and developing new businesses in its historic downtown. In response, Downtown/Dickson Enhancement Project, Inc. (D/DEP), a 501 (c)(3) non-profit organization whose mission and goals are to facilitate improvements in the downtown business district, has developed a comprehensive plan to upgrade the corresponding public areas.

Working in partnership with the City of Fayetteville, the first phase of the enhancement project implements streetscape improvements including new sidewalks, lighting and landscaping to complement the private-sector investment and revitalize, unify and define the downtown business corridor.

As facilitators of these improvements, we endorse the plan to use state-of-the-art techniques and materials in planting new landscape to insure long-term survival and flourishing of trees, shrubs and flowers in this urban setting. We earnestly request that the Arkansas Forestry Commission grant Urban Forestry Assistance Funds to help fund this project.

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

Sincerely,



Bootsie Ackerman,
Executive Director



SCOPE OF PROJECT

Structural Soil

The Dickson Street Project

The Urban and Community Forestry Grant

Structural Soil

The following text is a synopsis of an Urban Horticulture Institute article written by Dr. Nina Bassuk of Cornell University. The article, written in the spring of 1997, was updated in 1999.

The major impediment to establishing trees in paved urban areas is the lack of an adequate volume of soil for tree root growth. Soils under pavements are highly compacted to meet load-bearing requirements and engineering standards. This often stops roots from growing, causing them to be contained within a very small useable volume of soil without adequate water, nutrients or oxygen. Subsequently, urban trees with most of their roots under pavement grow poorly and die prematurely. It is estimated that an urban tree in this type of setting lives for an average of only 7-10 years, where we could expect 50 or more years with better soil conditions. Those trees that do survive within such pavement designs often interfere with pavement integrity. Older established trees may cause pavement failure when roots grow directly below the pavement and expand with age. Displacement of pavement can create a tripping hazard. As a result, the potential for legal liability compounds expenses associated with pavement structural repairs. Moreover, pavement repairs which can significantly damage tree roots often result in tree decline and death.

The problems as outlined above do not necessarily lie with the tree installation but with the material below the pavement in which the tree is expected to grow. New techniques for meeting the often opposing needs of the tree and engineering standards are needed. One new tool for urban tree establishment is the redesign of the entire pavement profile to meet the load-bearing requirement for structurally sound pavement installation while encouraging deep root growth away from the pavement surface. The new pavement substrate, called 'structural soil', has been developed and tested so that it can be compacted to meet engineering requirements for paved surfaces, yet possess qualities that allow roots to grow freely, under and away from the pavement, thereby reducing sidewalk heaving from tree roots.

Structural soil' is a designed medium which can meet or exceed pavement design and installation requirements while remaining root penetrable and supportive of tree growth. Cornell's Urban Horticulture Institute, has been testing a series of materials over the past five years focused on characterizing their engineering as well as horticultural properties. The materials tested are gap-graded gravels which are made up of crushed stone, clay loam, and a hydrogel stabilizing agent. The materials can be compacted to meet all relevant pavement design requirements yet allow for sustainable root growth. The new system essentially forms a rigid, load-bearing stone lattice and partially fills the lattice voids with soil (Figure 1). Structural soil provides a continuous base course under pavements while providing a material for tree root growth. This shifts designing away from individual tree pits to an integrated, root penetrable, high strength pavement system.

Cornell has been testing this product as CU Structural Soil™, a patented product of Amereq, Inc. The Dickson street renovation will require the removal of existing sidewalk pavement and the replacement of utilities beneath. Some excavation beneath these existing walks will be required allowing an opportunity to utilize the Structural Soil system.

The Downtown/Dickson Enhancement Project

The City of Fayetteville in partnership with the Downtown Dickson Enhancement Committee is renovating much of the historic Dickson Street in downtown Fayetteville. The renovation of Dickson Street is the first in a series of renewal projects targeted to improve the viability and vitality of this historically cultural portion of Fayetteville. The overall project encompass connecting the beautiful square with its offices and retail with the entertainment and dining on Dickson Street. The basis of these improvement follow that of a national trend to create a community within a community by providing a place for citizens to work, shop, relax and be entertained within walking distance to their homes.

Through a series of widely attended public workshops, priorities and design directions were formulated. Subcommittees were formed to address various design and development issues. Merchants and property owners within the limits of the project along with the University of Arkansas' Community Design Center all participated in making the dream a reality. In all, 300 people participated in the design process and at least 2000 hours of volunteer time have been invested.

The renovation, designed jointly by engineering firm The Benham Group, and landscape architecture firm, Landplan Associates, includes many pedestrian elements embellished by landscape beds and street trees. Landscape beds planted with trees, shrubs and perennials, are located between parking areas although street trees are predominantly planted in pits along the sidewalk. In response to public comment, increasing the overall green infrastructure along the street, including space for larger trees, are elements that have been woven into the project's overall design and cost.

The Dickson Street Enhancement project will be an urban renewal project that all residents of the city will benefit from and enjoy. The proposed project will provide a perfect example of how urban forestry can enhance the pedestrian environment. By utilizing innovative construction techniques within tree pits and planters, we hope to ensure that these street trees will be able to grow to their fullest potential. It is our hope to create an urban forestry example that will succeed in adding to the beauty, health, and benefits to the environment and to the comfort of pedestrians interacting with the outdoor space.

The Urban and Community Forestry Assistance Grant

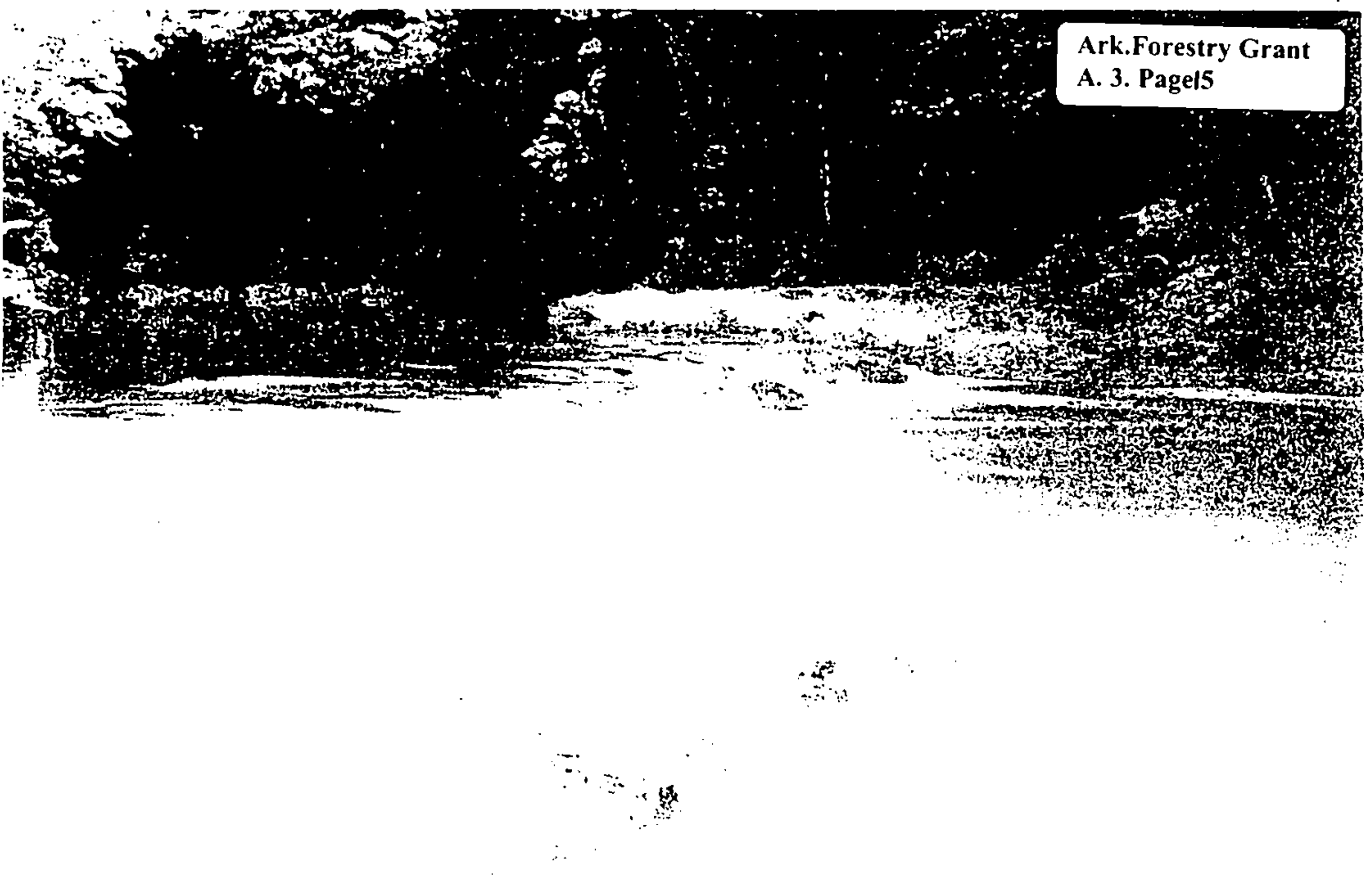
Additional costs will be incurred with the utilization of CU Structural Soil. Although the benefits of this system of construction are well documented, the budget of the project is limited. Any additional funding targeted directly to the use of CU Structural Soil as with the approval of this grant, will help ensure its' use. The overall project has been funded through the street improvements program established under the Capital Improvements Program. Additional in-kind funds required for this grant would also come from this same funding source.

The benefits this project can bring to urban forestry and to the Arkansas Urban Forestry Council are numerous including the following:

- The Dickson street project will provide a prominent example of the use of better street planting options
- The use of this product can help ensure the health and success of trees in the harsh urban environment. As development continues in the city and landscape requirements increase, developers will be looking for ways to protect the investment of their landscapes. This will be a public example for future private and public landscape projects within the city of Fayetteville.
- The use of a video to be created that will support the use of CU Structural Soil. To promote the use of this system of construction, the video will provide a step-by-step construction element to guide future users. The benefits of constructing tree pits and trenches utilizing structural soil, will be included in the video along with references for buying and installing the product.

As with all landscaping projects initiated by the city, the Tree and Landscape Division maintenance crew will maintain all landscape beds and street trees along Dickson Street. Automatic irrigation is included in the project as well as the requirement for inspection of all plants prior to installation and the inspection of landscape installation by city staff.

The City of Fayetteville, the Downtown/Dickson Enhancement Project group and the many volunteers associated with this project thank you for your review of this application.



PROJECT BUDGET

Urban and Community Forestry Assistance Grant
Proposal Budget
By : The City of Fayetteville

Materials and Labor	Requested	In-Kind	Total
Structural Soil 18" depth, 1046 cubic yards @ \$40 per yard	20,000	21,830.00	41,830.00
Labor		20,915.00	20,915.00
Personnel			
Salaries and Wages			
Landscape Administrator 15.00/hr @ 100 hrs		1,500.00	1,500.00
Video Technician 10.00/he @ 40hrs		400.00	400.00
Total Expenditures	20,000.00	44,645.00	64,645.00



APPLICATION FORMS

GOVERNOR'S BRIEFING FORM

STATE AGENCY: Arkansas Forestry Commission

Contact: Patti Erwin Phone: (501) 442-8627

APPLICANT: CITY OF FAYETTEVILLE

Mayor: DAN COODY City/County: FAYETTEVILLE / WASHINGTON

County Judge: _____

Elected Officials: KIT WILLIAMS ATTORNEY Other Officials: _____

HEATHER WOODRUFF, CLERK KEVIN SANTOS

ALDERMAN: BOB DAVIS

ROBERT REYNOLDS LIONEL JORDAN

CYRUS YOUNG

Population (City): 58,647 Population (County): 146,593

If not government agency identify members and/or agents of organization: _____

Legislators (State Senator and Representatives): State Senator: DAVID MALONE
STATE REPRESENTATIVE - JAN JUDY

Control Number: (assigned by the AFC) _____

Project Type: (assigned by the AFC) _____

Scope of Project: (i.e. population served, purpose, economic impact, etc.) _____

TO UTILIZE STRUCTURAL SOIL AS A BASE FOR SIDEWALKS
TO BE CONSTRUCTED WITHIN THE DICKSON STREET ENHANCEMENT
PROJECT THEREBY PROVIDING BETTER GROWING CONDITIONS FOR
TREES TO BE PLANTED ALONG THE STREET.

Estimated Total: 64,645.00

Local Funds: 44,645.00

Federal Funds: 20,000.00

Project Timetable (dates):

Start of project: July 2002

Advertisement for bids: MARCH 2002

Project completed: APRIL 2003

Number of jobs created or retained: _____

Other: _____

APPLICATION FOR
FEDERAL ASSISTANCE

2. DATE SUBMITTED 4-12-02	Applicant Identifier City of Fayetteville
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:
Application ☐ Construction ☐ Non-Construction
Preapplication ☐ Construction ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Fayetteville	Organizational Unit: Municipality
Address (give city, county, State, and zip code): 113 W. Mountain Fayetteville, Ark. 72701	Name and telephone number of person to be contacted on matters involving this application (give area code): Kim Hesse (479) 575-8308

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

51-6018462

7. TYPE OF APPLICANT: (enter appropriate letter in box)

- | | |
|---------------------|--|
| A. State | H. Independent School Dist. |
| B. County | I. State Controlled Institution of Higher Learning |
| C. Municipal | J. Private University |
| D. Township | K. Indian Tribe |
| E. Interstate | L. Individual |
| F. Intermunicipal | M. Profit Organization |
| G. Special District | N. Other (Specify) _____ |
- ☒ C

8. TYPE OF APPLICATION:

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es)

☐ ☐

- | | | |
|----------------------|-----------------------|----------------------|
| A. Increase Award | B. Decrease Award | C. Increase Duration |
| D. Decrease Duration | Other(specify): _____ | |

9. NAME OF FEDERAL AGENCY:

U.S. Forest Service

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

☐ ☐ - ☐ ☐ ☐

TITLE:

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

Fayetteville City Limits

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Structural Soil
Application For
Dickson Street

13. PROPOSED PROJECT

14. CONGRESSIONAL DISTRICTS OF:

Start Date 7-02	Ending Date 4-03	a. Applicant 7th Congressional District
--------------------	---------------------	--

b. Project Same

15. ESTIMATED FUNDING:

a. Federal	\$ 20,000
b. Applicant	\$ 44,645
c. State	\$
d. Local	\$
e. Other	\$
f. Program Income	\$
g. TOTAL	\$ 64,645

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

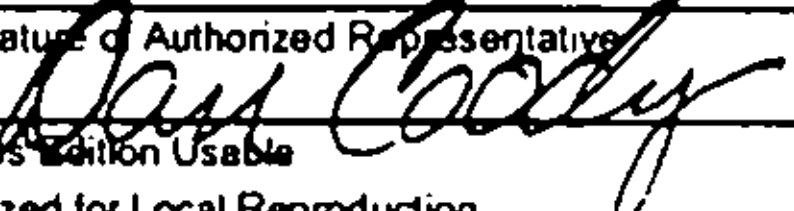
DATE _____

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation.☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative Dan Coody	b. Title Mayor	c. Telephone Number 479-575-8330
d. Signature of Authorized Representative 		e. Date Signed 4/12/02

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USCF	10-6664	\$	\$	\$ 20,000.00	\$ 44,645.00	\$ 64,645.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 20,000.00	\$ 44,645.00	\$ 64,645.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$ 1,900.00	\$ 1,900.00
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction			20,000.00	42,745.00	62,745.00
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$ 20,000.00	\$ 44,645.00	\$ 64,645.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. URBAN & COMMUNITY FORESTRY ASSISTANCE	\$ 44,645 ⁰⁰	\$	\$	\$ 44,645 ⁰⁰	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 44,645 ⁰⁰	\$	\$	\$ 44,645 ⁰⁰	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	22. Indirect Charges:				
23. Remarks:					

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Fayetteville

Organization Name

PR/Award Number or Project Name

Mayor Dan Coody

Name(s) and Title(s) of Authorized Representative(s)

Dan Coody

Signature(s)

4-12-02

Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Fayetteville	DATE SUBMITTED 4-12-02

Ark. Forestry Grant
A. 3. Page 25

UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

(d), (e) and (f).

Alternative I

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),

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

Place of Performance (Street address, city, county, State, zip code)

Dickson Street
Fayetteville, Arkansas, 72701
Washington County

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

City of Fayetteville
Organization Name

Award Number or Project Name

Dan Coady, Mayor
Name and Title of Authorized Representative

Dan Coady 4/12/02
Signature Date

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Fayetteville
Organization Name

Award Number or Project Name

Mayor, Dan Coody
Name and Title of Authorized Representative

Dan Coody
Signature

4/12/02
Date

XX Agenda Request
 _____ Contract Review
 _____ Grant Review

For the Fayetteville City Council meeting of: October 1, 2002

FROM:

Yolanda Fields
Connie Edmonston
Name

**Community Code Enforcement
Parks & Recreation
Division**

**Urban Development
Urban Development
Department**

ACTION REQUIRED:

ACTION REQUIRED:
Award RFP #02-13 for Walker Park North playground to Arkoma Playgrounds & Supply, LLC in the amount of \$60,000.

COST TO CITY:

\$60,000
Cost of this Request

\$ 60,000
Category/Project Budget

Walker Park
Category/Project Name

218049905390.37
Account Number

\$ 0
Funds Used to Date

Pub Fac
Program Name

Project Number _____

60,000
Remaining Balance

Fund CD

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached


Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Marsha Farthing 9/13/02
Accounting Manager Date

ADA Coordinator

Date _____

City Attorney Date

Nancy Smute
Internal Auditor

9/13/02
Date

Police 9/19/02
Purchasing Officer Date

STAFF RECOMMENDATION:

Connie Edwards
Division Head

9-13-02
Date


Department Director

9-13-02
Date

Cross Reference

New Item: x Yes No

Administrative Services Director

Date _____

Prev Ord/Res #:

Dan Coody
Mayor

9/17/02
Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and City Council
THRU: Hugh Earnest, Urban Development Director
FROM: Connie Edmonston, Parks & Recreation Superintendent
Yolanda Fields, Community Resources Director
DATE: September 13, 2002
RE: Walker Park North Playground RFP Award

**Background**

In 1985, Community Development Block Grant (CBDG) funded several improvements to Walker Park North, which included two playgrounds, pavilion, picnic tables, shelter picnic tables, and grills. Due to deterioration of the 17 year old wood playgrounds and failure to meet playground safety standards, it was determined that the playgrounds must be removed.

Current Status

The small playground by Walker Park North baseball field #8 which is located on the corner of Block and 5th Street, has been purchased and is currently being installed. This playground serves families utilizing the pavilion, soccer and baseball fields.

The second playground will be located on Block Street in the northern section of Walker Park North adjacent to the BMX Track, rectangle pavilion, and the future skate park. A playground selection committee was formed according to the Professional Selection Policy to select the playground. Two contractors submitted an RFP for a playground design to cost \$60,000. After presentations from Kyle Recreation, Inc. and Arkoma playground representatives, Arkoma was selected based upon the criteria of play value, durability, and aesthetics. Attached is a layout of the playground which includes 4 slides, cool mister spray with shade, sand digger, 2 sand tables, 2 spider web climbers, and a humpty climber. This playground meets all standards including ADA and accessibility with poured in place rubber surfacing called Surface America. Sand will be installed with a drainage system surrounding the structure within a concrete containment curb.

This playground will serve citizens utilizing the BMX track, future skate park, soccer fields, pavilion and picnic areas, as well as neighborhood residences. The complete project will include two phases. Phase II will be developed in 2003.

Recommendation

The Playground Selection Committee recommends for RFP #02-13 to be awarded to Arkoma Playgrounds and Supply, LLC in the amount of \$60,000. Please contact Connie Edmonston at 444-3471 or Yolanda Fields at 575-8290 for questions.

Attachments:

Walker Park North Site Map
Playground Layout

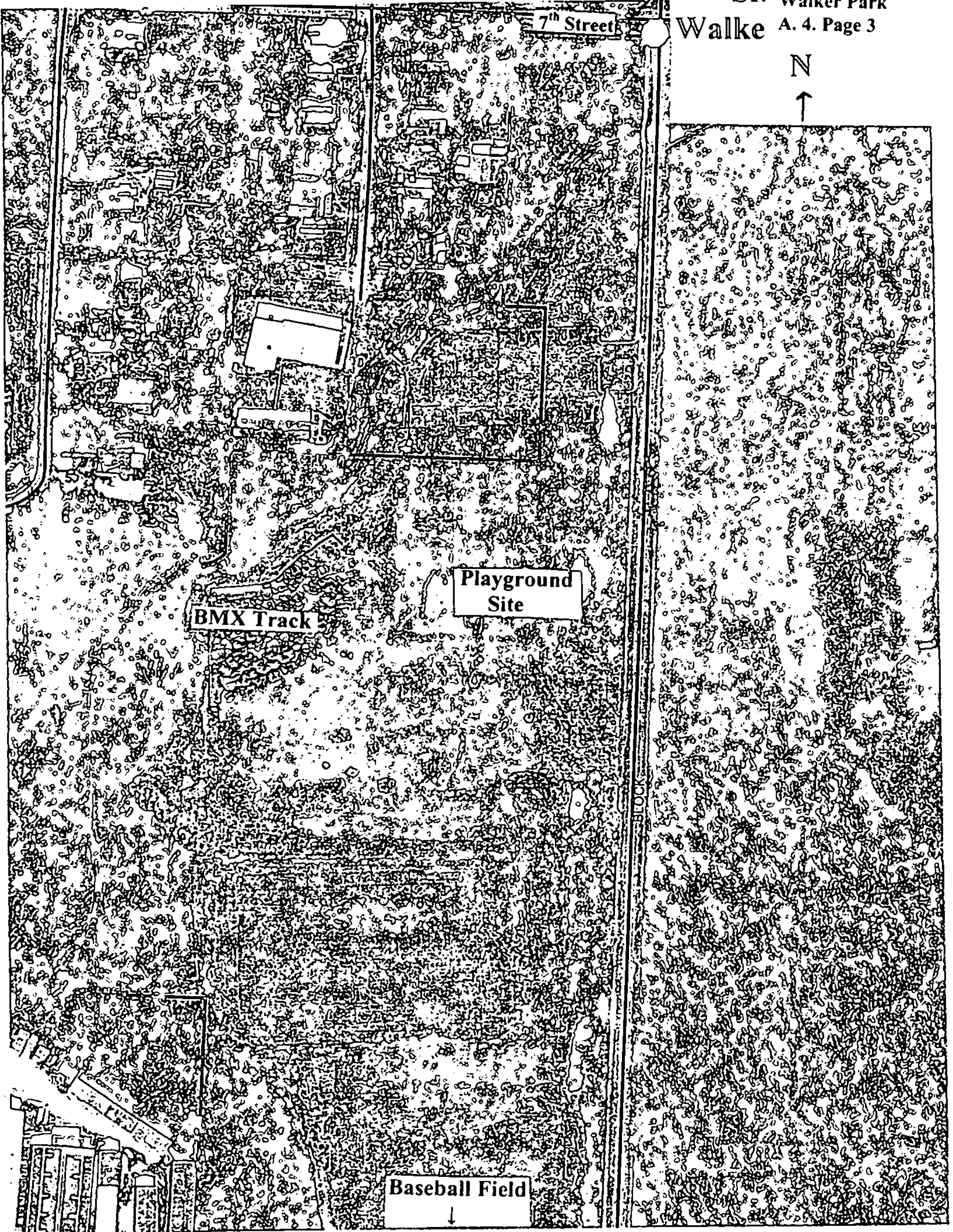
N
↑

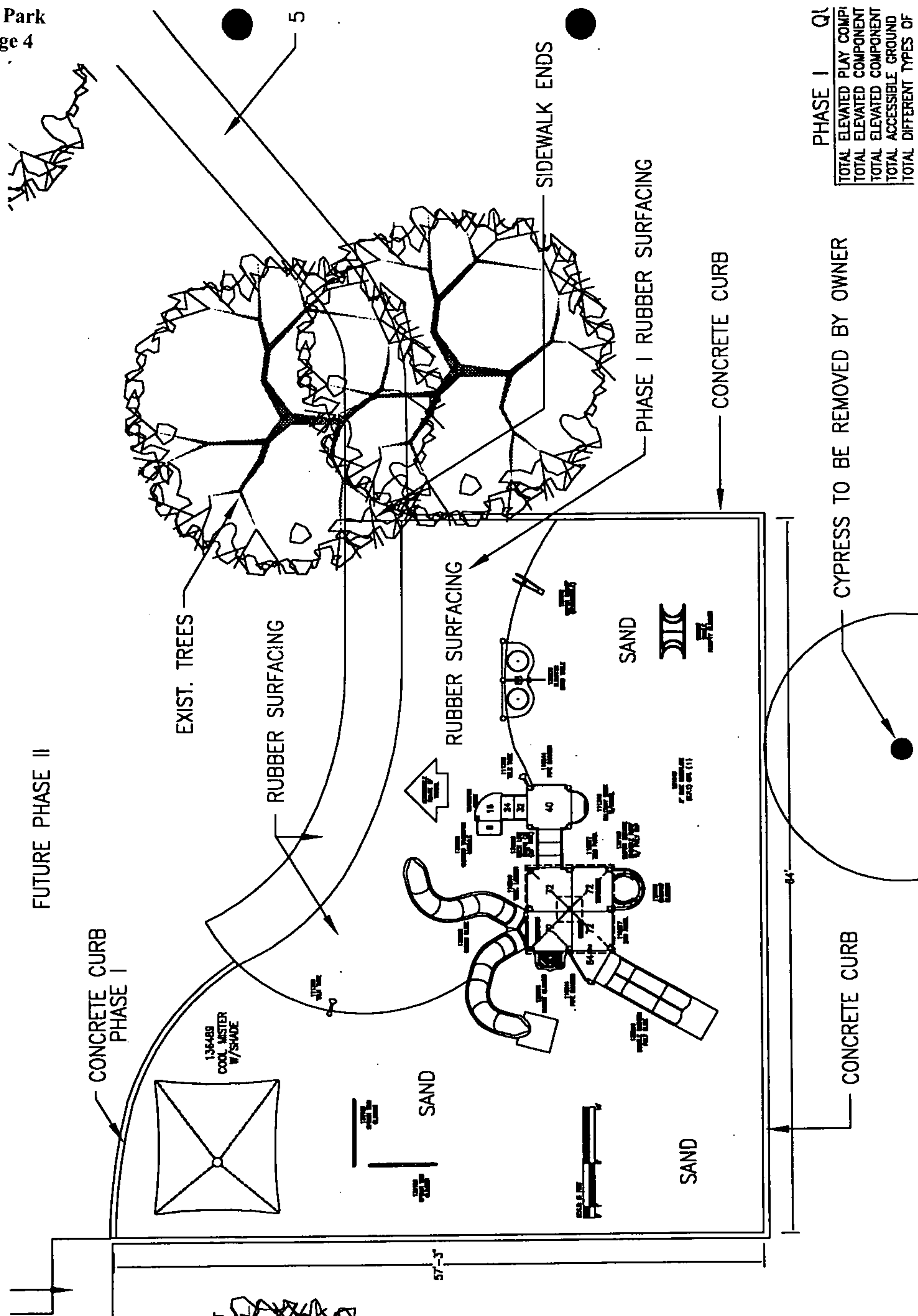
7th Street

BMX Track

Playground
Site

Baseball Field





PHASE I	QUANTITY
TOTAL ELEVATED PLAY COMPONENT	
TOTAL ELEVATED COMPONENT	
TOTAL ELEVATED COMPONENT	
TOTAL ACCESSIBLE GROUND	
TOTAL DIFFERENT TYPES OF	

STAFF REVIEW FORM

Skate Park
A. 5. Page 1

☒ Agenda Request
☒ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of: October 1, 2002

FROM:

Eric J. SchuldtParks and RecreationUrban Development

Name

Division

Department

ACTION REQUIRED: Award of bid #02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884, plus a project contingency of \$32,588 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skatepark at Walker Park.

COST TO CITY: \$358,472

\$5,623

\$75,000

\$275,000

\$358,472

Cost of this Request

Category/Project Budget

1010.10000 1533,00

\$35

2250.9250.5806.00

\$24,730

1010.10000 1505,03

\$19,832

Account Number

Funds Used to Date

\$5,588

\$50,270

\$255,168

00006 -1

Remaining Balance

Project Number

Skate Park

Category/Project Name

Park Improvements

Program Name

Community Donations

Parks Development

Park Land Dedication

Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached[Signature]
Budget Manager[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Marsha Farthing
Accounting Manager9/18/02
Date_____
ADA Coordinator_____
Date[Signature]
City Attorney9/18/02
DateNancy Smith
Internal Auditor9/18/02
DateP. Chico
Purchasing Officer9/19/02
Date

STAFF RECOMMENDATION: Award of bid #02-42 and approval of contract and budget adjustment.

E.J. Schuldt
Division Head9-17-02
DateCross Reference[Signature]
Department Director9-17-02
DateNew Item: ☐ Yes ☒ No_____
Administrative Services Director_____
Date

Prev Ord/Res #: _____

[Signature]
Mayor9/19/02
Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council
THRU: Hugh Earnest, Urban Development Director
Connie Edmonston, Parks and Recreation Superintendent
FROM: Eric J. Schuldt, Parks Development Coordinator
DATE: September 11, 2002
SUBJECT: Award of Bid #02-42 and Approval of Contract for Fayetteville Skatepark at Walker Park.

Background

The Fayetteville Skatepark, which was designed in a series of public workshops with Fayetteville skaters, will be an 18,870 sq. ft. concrete facility. The skatepark will have beginner and advanced sections to accommodate all skill levels. Many of the elements within the skatepark will duplicate what the skaters use on our city streets. Purkiss-Rose, RSI was hired to design, hold public workshops and perform four construction site visits. Construction is intended to begin this fall, so that the skatepark will be ready for participant use in the spring. The project funds will come from the Capital Improvement Program, Park Land Dedication Funds, a \$100,000 matching grant from the Arkansas Outdoor Recreation Grants Program, a \$5,000 grant from the Tony Hawk Foundation and \$5,623 from community donations.

Current Status

Bids were opened on September 11, 2002 at 2:00 p.m. Four bids were received. C-TEC Inc. had the low bid for the project.

Recommendation

Parks and Recreation Staff and Purkiss-Rose have reviewed the bids and recommend the contract be awarded to C-TEC, Inc. in the amount of \$325,884, plus a ten percent contingency of \$32,588 and approval of a budget adjustment. If you have any questions or need additional information, please call me at 444-3472 or Connie Edmonston at 444-3473.

Attachments:

Purkiss-Rose Recommendation

Bid Tabulation Sheet

Contract

REAL ☐ BID BOND REQUIRED YES ☐ NO ☐
FORMAL ☐ PERFORMANCE BOND REQUIRED YES ☐ NO ☐
REAL QUOTATION ☐

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

\$416,000 Let

Skate Park
A. 5. Page 3

FOR

DATE OPENED 09/11/02

TABULATION OF BIDS

ITEM		ITEM	ITEM	ITEM	ITEM	EXTENSION
BIDDER	AMERICAN RAMP	UNIT/QUANT COST				
ADDRESS:	DIVERSIFIED REC	EXT. COST				
BIDDER	BUILDINGS INC	UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER	C-TEC	UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER	EWI CONSTRUCTION	UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER	MIDLAND CONST	UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER	SWEETSER CONST	UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER		UNIT/QUANT COST				
ADDRESS:		EXT. COST				
BIDDER		UNIT/QUANT COST				
ADDRESS:		EXT. COST				

BID AWARD SUMMARY:

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

ITEM _____ TO _____ P.O.# _____ REMARKS: _____ PURCHASING OFFICER _____

ITEM _____ TO _____ P.O.# _____ WITNESS _____



City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2002	Department: Urban Development Division: Parks & Recreation Program: Parks Development	Date Requested 09/11/2002	Adjustment #
----------------------------	---	-------------------------------------	--------------

Project or Item Requested: City Council approved State of Arkansas Department of Parks & Tourism's Outdoor Recreation Grants application on July 3, 2001. Additionally, City Council approved Tony Hawk Foundation grant application on September 3, 2002.	Project or Item Deleted: None
---	----------------------------------

Justification of this Increase: To recognize grant revenue received.	Justification of this Decrease:
---	---------------------------------

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvements	105,000	2250	9250	5806	00	00006	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
State Grants	100,000	2250	0925	4302	00		
Commercial Grants	5,000	2250	0925	4305	00		

Approval Signatures	
<u>E. J. Schullt</u>	<u>9-17-02</u>
Requested By	Date
<u>[Signature]</u>	<u>9-18-02</u>
Budget Manager	Date
<u>[Signature]</u>	<u>9-19-02</u>
Department Director	Date
<u>[Signature]</u>	<u>9/19/02</u>
Admin. Services Director	Date
<u>[Signature]</u>	<u>9/19/02</u>
Mayor	Date

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



City of Fayetteville, Arkansas
Budget Adjustment Form

Skate Park
A. 5. Page 5

Budget Year 2002	Department: Urban Development Division: Parks & Recreation Program: Parks Development	Date Requested 09/11/2002	Adjustment #
----------------------------	---	-------------------------------------	--------------

Project or Item Requested: City Council approved State of Arkansas Department of Parks & Tourism's Outdoor Recreation Grants application on July 3, 2001. Additionally, City Council approved Tony Hawk Foundation grant application on September 3, 2002.	Project or Item Deleted: None
---	----------------------------------

Justification of this Increase: To recognize grant revenue received.	Justification of this Decrease:
---	---------------------------------

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Park Improvements	105,000	2250	9250	5806	00	00006	1

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
State Grants	100,000	2250	0925	4302	00		
Commercial Grants	5,000	2250	0925	4305	00		

Approval Signatures		Budget Office Use Only					
<u>E.J. Schuller</u>	<u>9-17-02</u>	Type:	A	B	C	D	E
Requested By	Date	Date of Approval _____					
Budget Manager	Date	Posted to General Ledger _____					
Department Director	Date	Posted to Project Accounting _____					
Admin. Services Director	Date	Entered in Category Log _____					
Mayor	Date						

Purchase Requisition

(not a purchase order)

Vendor Name:

Address:

State:

Zip:

Ship To Code:

6

Division Head Approval:
E.J. Schmitt

Requester:
John Nelson

***Requester's Employee#:**

1003

Extension:

406

[illegible]

Special Instructions:

Subtotal:	325,884.00
------------------	-------------------

Tax: 0.00

TOTAL:	325,884.00
---------------	-------------------

Approvals:

Thursing officer use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director;

Budget Coordinator: _____

Data Processing Mgr.

REQUEST FOR VENDOR FILE MAINTENANCE

(CHECK ALL AVAILABLE RESOURCES, VENDOR LIST, ACCESS
SYSTEM PRIOR TO SUBMISSION OF THIS REQUEST)

DATE OF REQUEST: September 12, 2002 REQUESTED BY: John Nelson
DEPT./DIVISION: U.D. / Parks & Rec. EFFECTIVE DATE: _____
TELEPHONE EXTENSION: 406

NEW VENDOR: X VENDOR CHANGE: _____ VENDOR RE-ENTRY: _____
VENDOR #: _____ VENDOR #: _____

VENDOR NAME: C-TEC Inc

STREET OR P.O. BOX: P O Box 363

CITY: York STATE: NE ZIP CODE: 68467

ATTN: _____ PHONE: 402-362-5951

REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE: 402-362-6462 Fax

NAME: _____

ADDRESS: _____

CITY, ST, ZIP: _____

TYPE OF ORGANIZATION

FEDERAL ID NUMBER: 47-0786-514
OR
SOCIAL SECURITY NUMBER: _____

CORPORATION	(100):	<u>X</u>
PARTNERSHIP	(200):	_____
INDIVIDUAL	(300):	_____
EMPLOYEE	(400):	_____
PENSION	(500):	_____
NON-PROFIT	(600):	_____

PURCHASING OFFICE USE ONLY

NEW VENDOR:	ENTERED BY:
VENDOR CHANGES:	DATE:
VENDOR RE-ENTRY:	G. L. FILE:
W-9 FORM MAILED:	INVENTORY FILE:

Section 00500

COPY

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2002 by and between the City of Fayetteville, Arkansas and C.TEC, Incorporated (hereinafter called CONTRACTOR).

The City of Fayetteville and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the construction of an 18,870 sq. ft. skatepark, and all items indicated in the Drawings and Specifications for the project.

Article 2. ENGINEER/LANDSCAPE ARCHITECT.

The Project has been designed by

Purkiss Rose - RSI
801 North Harbor Boulevard
Fullerton, California 92832
Phone Number (714) 871-3638
Fax (714) 871-1188

who is hereinafter called ENGINEER/LANDSCAPE ARCHITECT and who is to act as the City of Fayetteville's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER/LANDSCAPE ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be substantially completed within 90 consecutive calendar days after the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 14 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* The City of Fayetteville and CONTRACTOR recognize that time is of the essence of the Agreement and that the City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the City of Fayetteville Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the City of Fayetteville, CONTRACTOR shall pay the City of Fayetteville Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

The City of Fayetteville shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the Bid Form pursuant to paragraphs 4.1 and 4.2 below:

4.1. for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER/ARCHITECT as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by ENGINEER/LANDSCAPE ARCHITECT as provided in the General Conditions.

5.1. *Progress Payments.* The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER/LANDSCAPE ARCHITECT, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER/LANDSCAPE ARCHITECT shall determine, or the City of Fayetteville may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the ENGINEER/LANDSCAPE ARCHITECT, and if the character and progress of the Work have been satisfactory to the City of Fayetteville and ENGINEER/LANDSCAPE ARCHITECT, the City of Fayetteville, on recommendation of ENGINEER/LANDSCAPE ARCHITECT, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the City of Fayetteville as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER/LANDSCAPE ARCHITECT shall determine, or the City of Fayetteville may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, the City of Fayetteville shall pay the remainder of the Contract Price as recommended by ENGINEER/LANDSCAPE ARCHITECT as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the City of Fayetteville to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that the City of Fayetteville and ENGINEER/LANDSCAPE ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by the City of Fayetteville and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER/LANDSCAPE ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER/LANDSCAPE ARCHITECT is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City of Fayetteville and CONTRACTOR concerning the Work consist of the following:

- 7.1 Advertisement for Bids
- 7.2 Instructions to Bidders
- 7.3 Contractors Proposal
- 7.4 Bid Bond
- 7.5 Contractors Qualifications
- 7.6 Notice of Selection
- 7.7 This Agreement (pages 1 to 8 inclusive).
- 7.8 Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.9 Certificates of Insurance, (Exhibit C).
- 7.10 Notice to Proceed (00550)
- 7.11 General Conditions (pages 1 to 42, inclusive).
- 7.12 Supplementary Conditions (pages 1 to 13 inclusive).
- 7.13 Specifications as listed in the table of contents.
- 7.14 Addenda numbers __ to __ inclusive.
- 7.15 Six sets of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered 1 through 9 with each sheet bearing the following general title: Fayetteville Skate Park.
- 7.16 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.16.1 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly not

otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. The City of Fayetteville and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

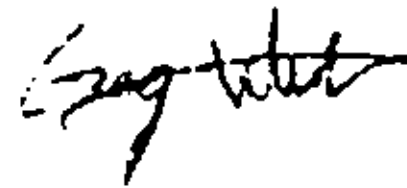
IN WITNESS WHEREOF, the City of Fayetteville and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to the City of Fayetteville and ENGINEER/LANDSCAPE ARCHITECT, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by the City of Fayetteville and CONTRACTOR or identified by ENGINEER/LANDSCAPE ARCHITECT on their behalf.

This Agreement will be effective on _____, 2002 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR:

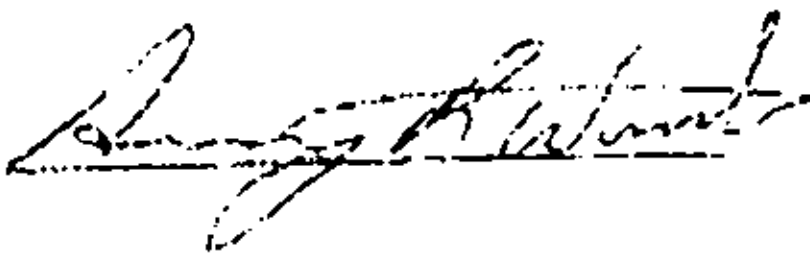
By: _____
Mayor

By: 

President
Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest 

• Attest

• If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

C TEC, Incorporated
P.O. Box 363
123 East 10th Street
York, NE 68467

(If OWNER is a public body, attach

License No. 0064580403

evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement.)

Agent for service of process:

(If CONTRACTOR is a corporation, attach
evidence of authority to sign)

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of October 1, 2002

FROM: Tim Conklin Planning Urban Development
Name Division Department

ACTION REQUESTED: To approve an ordinance for VA 02-8.00 as submitted by Carole Jones of McClelland Engineers, Inc. on behalf of Ted Belden for property located at 485 Vinson Avenue. The request is to vacate a portion of a utility easement.

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 9-16-02 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 vacation be approved by the City Council.

Division Head
Department Director

9-13-02
Date
9-16-02
Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

Administrative Services Director
Mayor

Date
9/17/02
Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 02-8.00 TO VACATE AND ABANDON A PORTION OF UTILITY EASEMENT FOR PROPERTY LOCATED AT 485 VINSON AVENUE, 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

FAYETTEVILLE

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

Utility Easement Vacation

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, City Planner, AICP
DATE: September 13, 2002

BACKGROUND

VAC 02-08 Vacation was submitted by Carole Jones of McClelland Consulting Engineers, Inc. on behalf of Ted Belden for property located at 485 Vinson Avenue. The request is to vacate a portion of a utility easement. See the attached maps and legal descriptions for the exact locations of the requested easement 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.

CURRENT STATUS

Staff recommended approval and on September 9, 2002 the Planning Commission voted to recommend the vacation to the City Council.

RECOMMENDATION

Approval of the proposed utility easement vacation 02-08.00 subject to the following conditions:

1. Any relocation of existing utility lines and facilities will be at the property owner's expense.
2. Relocation of the water and sewer mains must be completed, inspected and approved by the City of Fayetteville staff prior to vacating the easement.

EXHIBIT "A"

A PART OF LOT 12 IN THE EAST MOUNTAIN ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF LOTS 1, 2 AND 3 OF MOUNTAIN VIEW ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF MAPLE STREET AS VACATED BY THE CITY OF FAYETTEVILLE AS RECORDED IN THE RECORDS OF THE CIRCUIT CLERK, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NE CORNER OF THE NW ¼ OF THE NE 1/4 OF SECTION 15, T-16N, R-30W, THENCE WEST 551.78 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF VINSON AVENUE, SAID POINT BEING THE NE CORNER OF SAID LOT 12 AS ORIGINALLY PLATTED, THENCE SOUTH 2°09'10"EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 7.07 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 48°52'12"WEST – 18.66 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 20 FOOT UTILITY EASEMENT FOR THE POINT OF BEGINNING; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 86.95 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 43°50'11" WEST – 13.86 FEET TO A POINT ON THE CENTERLINE OF SAID EXISTING 20 FOOT EASEMENT; THENCE ALONG SAID CENTERLINE EAST – 36.01 FEET; THENCE LEAVING CENTERLINE NORTH – 5.00 FEET; THENCE EAST – 16.15 FEET; THENCE SOUTH 36°16'59"EAST – 4.96 FEET; THENCE EAST – 28.86 FEET; THENCE SOUTH 48°52'12"EAST – 16.72 FEET TO THE POINT OF BEGINNING, CONTAINING 979 SQUARE FEET, MORE OR LESS.

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 02-08: Vacation (Belden, pp 486) was submitted by Carole Jones of McClelland Consulting Engineers, Inc. on behalf of Ted Belden for property located at 485 Vinson Avenue. The request is to vacate a portion of a utility easement. See the attached maps and legal descriptions for the exact locations of the requested easement 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 - No objections
Arkansas Western Gas - No objections
SW Bell - No objections.
Cox Communications - No objections. "Any damage to or relocation of existing Cox facilities will be at owner's expense."

City of Fayetteville:
Water/Sewer - No objections. "Approval contingent upon completion of relocation of water and sewer mains as described on attached letter."
Street Department - No objections.
Solid Waste - No objections.
Engineering - No objections.

Recommendation: Approval of the proposed utility easement vacation 02-08.00 with the following conditions:

1. Any relocation of existing utility lines and facilities will be at the property owner's expense.
2. Relocation of the water and sewer mains must be completed, inspected and approved by the City of Fayetteville staff prior to vacating the easement.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: _____

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: ____/____/____

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 12, EAST MOUNTAIN ADDITION AND LOTS 1, 2 AND 3, BLOCK 9, MOUNTAIN VIEW ADDITION, OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 12, East Mountain Addition and Lots 1, 2, and 3, Block 9, Mountain View Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A part of Lot 12 in the East Mountain Addition to the City of Fayetteville and a part of Lots 1, 2 and 3 of the Mountain View Addition to the City of Fayetteville and a part of Maple Street as vacated by the City of Fayetteville as recorded in the records of the Circuit Clerk, Washington County, Arkansas, and being more particularly described as follows:

From the NE corner of the NW ¼ of the NE ¼ of Section 15, T-16-N, R-30-W, thence West 551.78 feet to a point on the West Right-of-Way line of Vinson Avenue, said point being the NE corner of said Lot 12 as originally platted, thence South 2°09'10" East along said Right-of-Way line a distance of 7.07 feet, thence leaving said Right-of-Way line North 48°52'12" West - 18.66 feet to a point on the South line of an existing 20 foot utility easement for the Point of Beginning; thence West along said South line a distance of 86.95 feet; thence leaving said South line North 43°50'11" West - 13.86 feet to a point on the centerline of said existing 20 foot easement; thence along said centerline East - 36.01 feet; thence leaving centerline North - 5.00 feet; thence East - 16.15 feet; thence South 36°16'59" East - 4.96 feet; thence East - 28.86 feet; thence South 48°52'12" East - 16.72 feet to the Point of Beginning, containing 979 square feet, more or less (See attached drawing).

That the abutting real estate affected by said abandonment of the easement are Lot 12, East Mountain Addition and Lots 1, 2, and 3, Block 9, Mountain View Addition, City of Fayetteville, used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Date this 9th day of August, 2002.

Mr. Ted Belden
Printed name

Ted Belden
Signature

Printed name

Signature

**EASEMENT VACATION REQUEST
MR. AND MRS. TED BELDEN
485 VINSON AVENUE
FAYETTEVILLE, ARKANSAS**

In 2001, Mr. and Mrs. Ted Belden attempted to sell their house located at 485 Vinson Avenue. During the closing process, they found out that a portion of the house was located within a 20' utility easement running east/west along the northern side of their property. The easement contains a 6" sewer main, a 1-½" water main and a 6" high-pressure gas line. Additionally, the sewer line runs under the corner of the house, and the water line is approximately five feet from the corner of the house at the closest point (See attached drawing).

Per the City's request, the Owner hired a consulting engineer (McClelland Consulting Engineers, Inc.) to design the water and sewer line relocations. The design for said relocations has been completed. Approvals for the design have been obtained from the Arkansas Department of Health and the City of Fayetteville. A Preconstruction Conference was held on May 2, 2002. The Owner, Engineer, Contractor and City Staff Engineer were present at the Preconstruction Conference. The Owner requested that the utility easement vacation request be made before construction begins. The City Staff Engineer stated that the easement vacation request could be made before construction, but recommended that the easement vacation be contingent upon the completion of the construction of the relocated water and sewer lines.

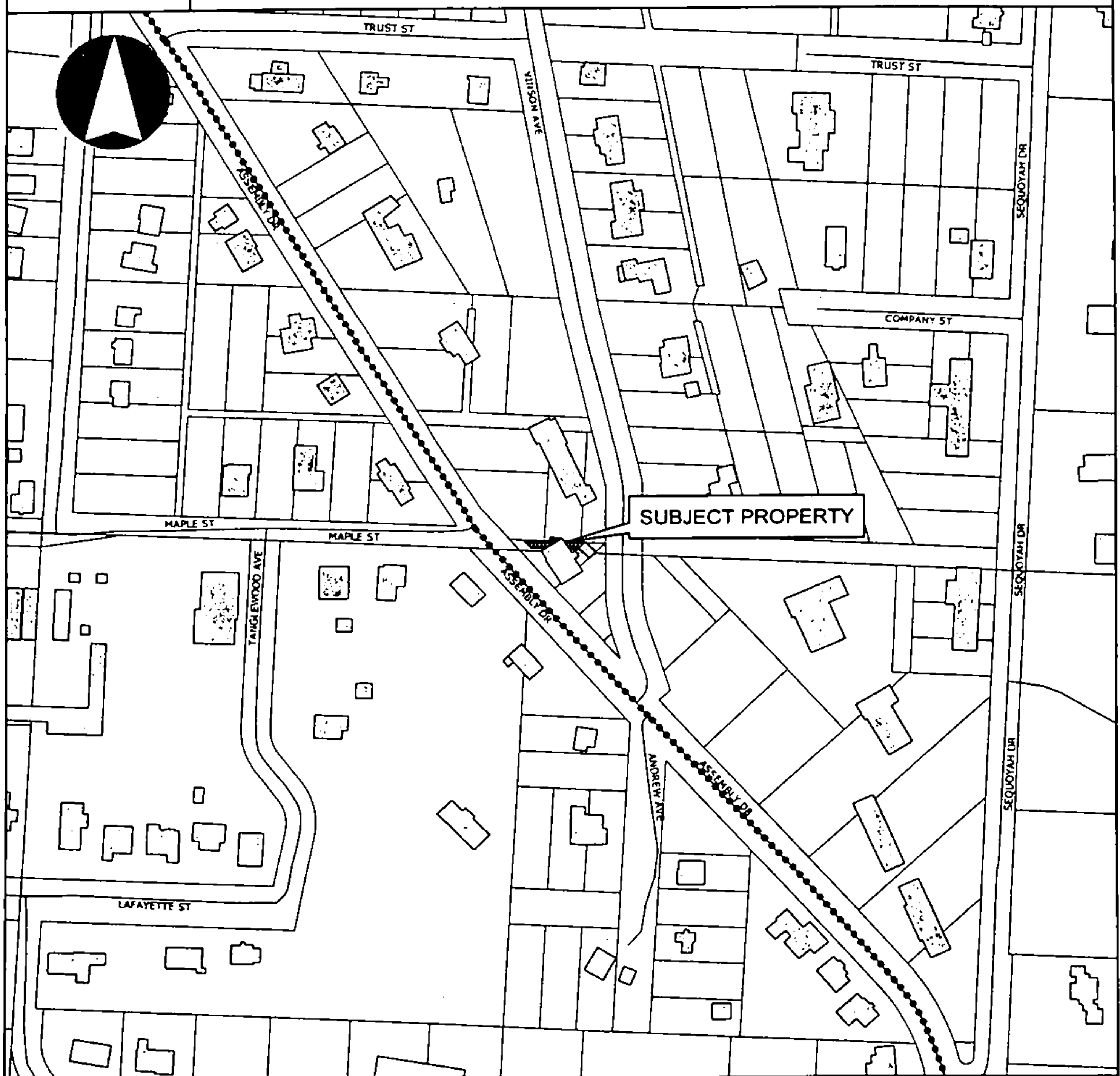
In addition, the Owner entered into a Utility Construction/Relocation Agreement with Arkansas Western Gas Company. The agreement authorized and paid for the conversion of the existing 6" high-pressure gas line to an intermediate pressure line. This conversion has been completed.

Based on the above, the Owner is requesting an easement vacation as shown on the attached drawing. This easement vacation is contingent upon the completion of the construction of the relocated water and sewer lines.

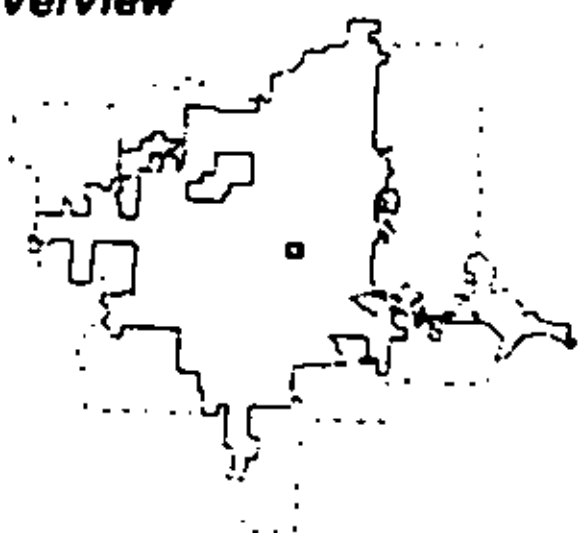
VAC02-8.00

Close Up View

BELDEN



Overview



Legend

Subject Property

VAC02-8.00

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
City Limits
Outside City

Master Street Plan

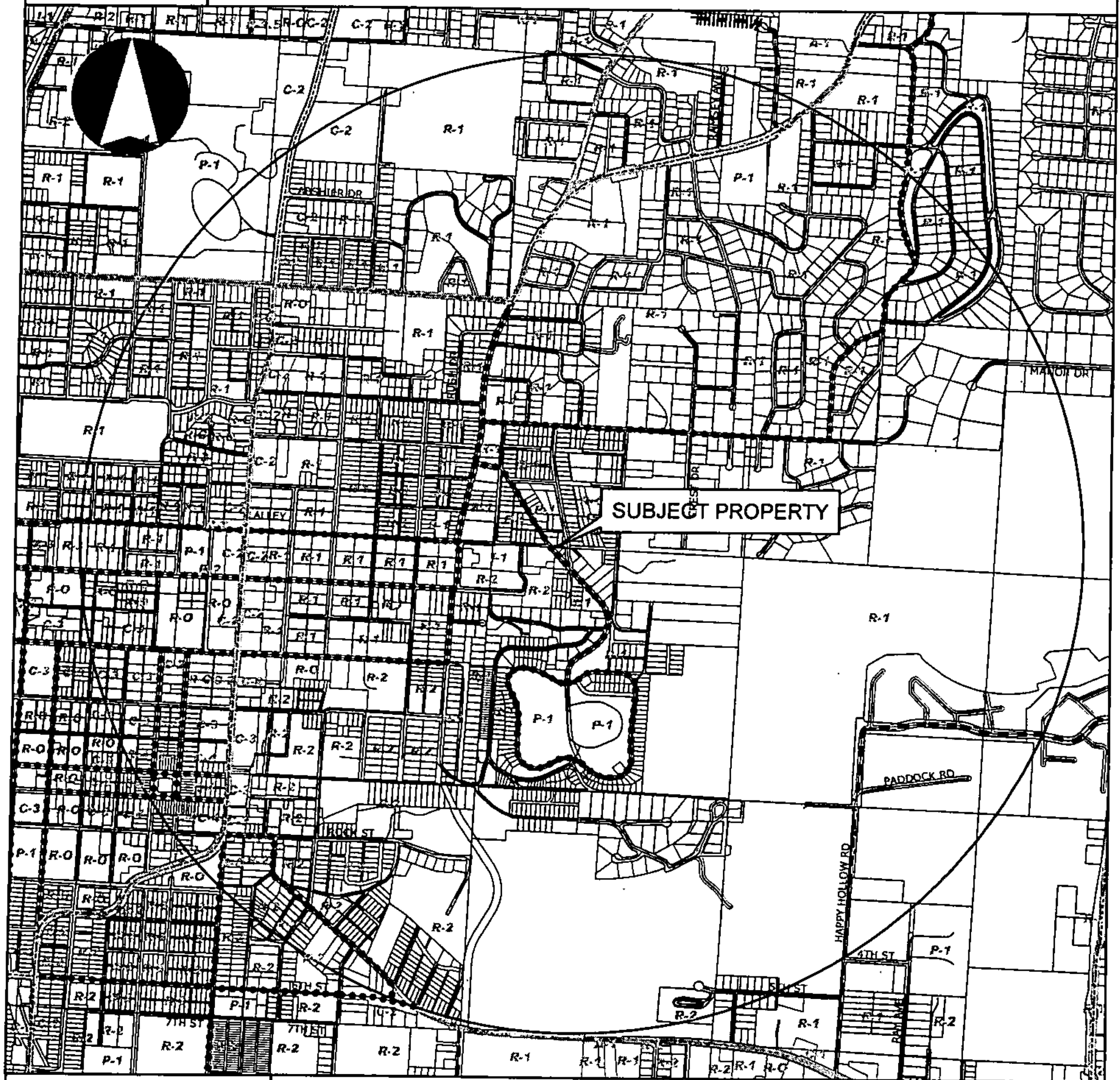
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 75 150 300 450 600 Feet

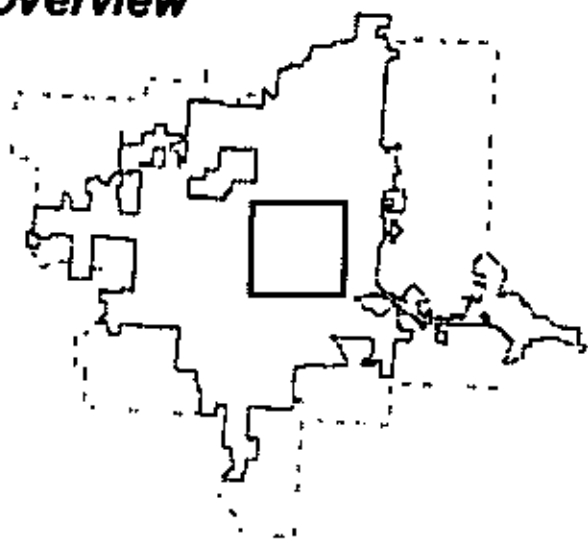
VAC02-8.00

One Mile View

BELDEN



Overview



Legend

Subject Property

VAC02-8.00

Streets

Existing
 Planned

Boundary

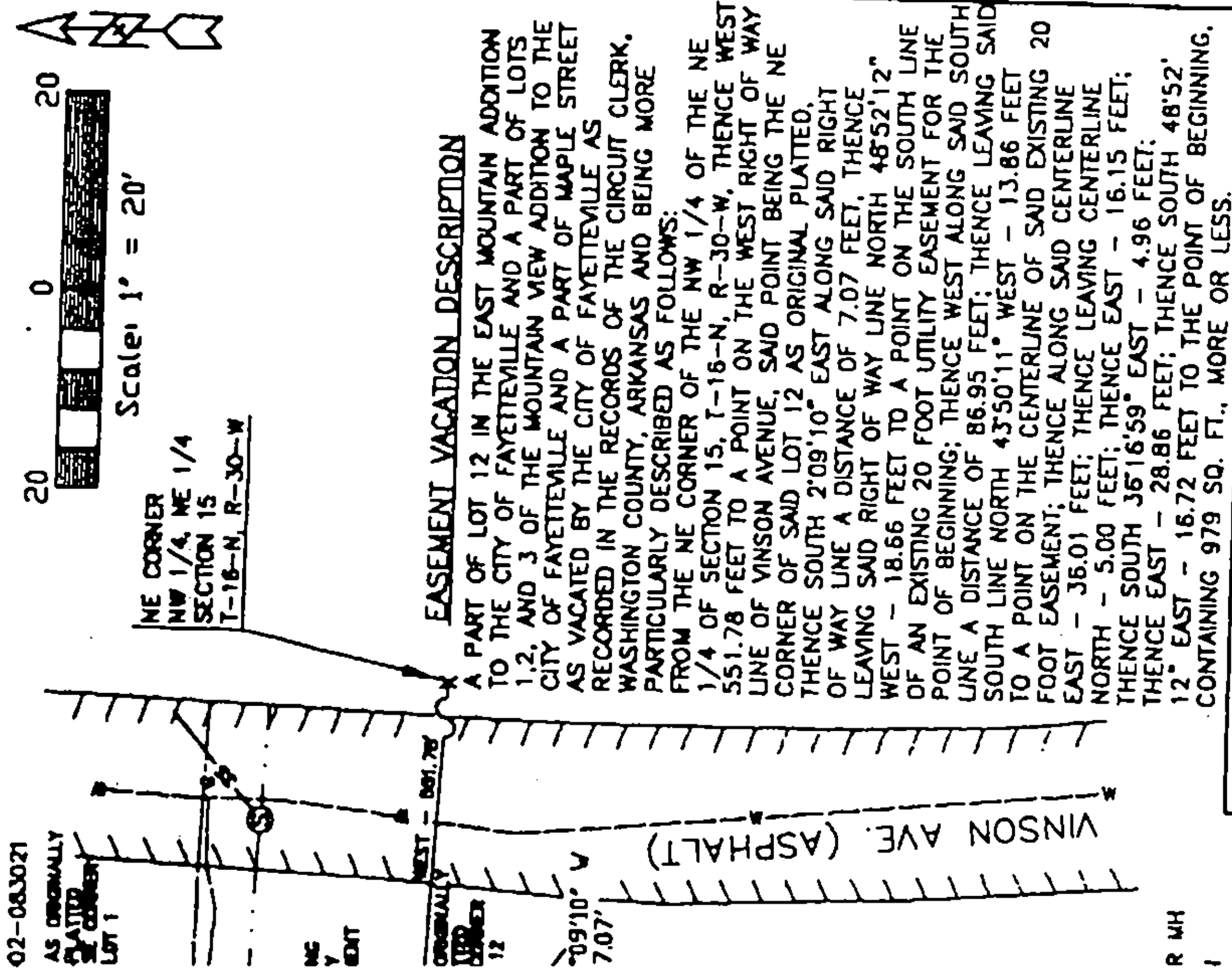
Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

EXHIBIT "A"



TED BELDEN
EASEMENT VACATION

McE
Consulting Engineers
Incorporated

Little Rock
800 W. Main Street

© 2001

DATE	TIME	LOC.	NO.
9/2/2002	11:00	1162204	11
DO NOT WRITE IN THESE SPACES			

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of October 1, 2002

FROM:		
Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen & 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.

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

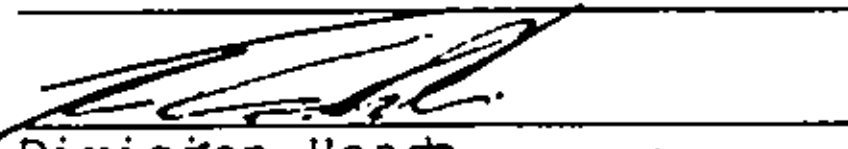
Budget Coordinator	Administrative Services Director
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CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager	Date	ADA Coordinator	Date
	7-16-02		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on September 9, 2002 the Planning Commission voted 7-0-1 to recommend the rezoning be approved by the City Council.


Division Head

Department Director

9-13-02
Date
9-16-02
Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Administrative Services
Director

Mayor

Date
9/17/02
Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
DATE: September 13, 2002

BACKGROUND:

Property Characteristics. The subject property is located south of Wedington Dr., a Principal Arterial at Brook Dr., a dead-end gravel road. The property is approximately 6.10 acres with 11 existing one-story duplexes (22 units). The property was constructed approximately 26 years ago and was annexed into the City as A-1 Agricultural in 1982. The surrounding property is zoned A-1 Agricultural. A small single-family residential neighborhood is located to the east along Michael Cole Dr. and other areas are private open space and residential uses on large lots. An RMF-6 district is located to the southwest of the subject property.

Proposal. One of the original 12 duplexes burnt down. The applicant proposes to rebuild the burnt duplex, remodel existing structures, and build three four-plexes on existing vacant lots. The applicant is requesting the RMF-6 Low Density Multifamily Residential district to allow for the increased density. The current density is 3.6 units per acre and the proposed density is 5.9 units per acre. RMF-6 allows up to 6 units per acre. Approximate density of adjacent properties is between 1 and 2 units per acre.

CURRENT STATUS

Staff recommended approval and on September 9, 2002 the Planning Commission voted 7-0-1 to recommend the rezoning be approved by the City Council.

RECOMMENDATION:

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

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-27.00 FOR A PARCEL
CONTAINING APPROXIMATELY 6.10 ACRES LOCATED SOUTHEAST
OF WEDINGTON DRIVE AND BROOK LANE, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN &
ASSOCIATES ON BEHALF OF LENWYN EDENS.

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

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

From A-1, Agricultural to RMF-6, Low Density Multi-Family Residential as
shown in Exhibit A attached hereto and made a part hereof.

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

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZN 02-27.00

LOT 1 & 2 MILDRED LEE ESTATES PHASE 1 AS PER PLAT ON FILE IN THE OFFICE OF
THE CIRCUIT CLERK IN 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 02-27.00: 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.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: September 9, 2002			
CITY COUNCIL ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: October 1, 2002 (If approved, 1 st reading)			

Comments: _____

BACKGROUND:

Property Characteristics. The subject property is located south of Wedington Dr., a Principal Arterial at Brook Dr., a dead-end gravel road. The property is approximately 6.10 acres with 11 existing one-story duplexes (22 units). The property was constructed approximately 26 years ago and was annexed into the City as A-1 Agricultural in 1982. The surrounding property is zoned A-1 Agricultural. A small single-family residential neighborhood is located to the east along Michael Cole Dr. and other areas are private open space and residential uses on large lots. An RMF-6 district is located to the southwest of the subject property.

Proposal. One of the original 12 duplexes burnt down. The applicant proposes to rebuild the burnt duplex, remodel existing structures, and build three four-plexes on existing vacant lots. The applicant is requesting the RMF-6 Low Density Multifamily Residential district to allow for the increased density. The current density is 3.6 units per acre and the proposed density is 5.9 units per acre. RMF-6 allows up to 6 units per acre. Approximate density of adjacent properties is between 1 and 2 units per acre.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Residential	A-1 Agricultural and R-1 Low Density Residential
South	Residential	A-1 Agricultural
East	Residential	A-1 Agricultural
West	Residential	A-1 Agricultural

INFRASTRUCTURE:

Streets: North: Wedington Dr. (Principal Arterial)
South: Proposed extension of Persimmon shown on Master Street Plan
East: Michael Cole Dr.
West: None

Water: Existing – no extensions necessary

Sewer: Existing – no extensions necessary

LAND USE PLAN: General Plan 2020 designates this site residential. Rezoning this property to RMF-6 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 rezoning is consistent with the Future Land Use Plan, which designates the subject property as residential. The Future Land Use Plan does not distinguish between levels of residential density.

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

Finding: The proposed zoning is necessary for the applicant to construct the four-plexes and is appropriate for rebuilding the burnt duplex.

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

Finding: *Findings from Planning:*
The requested rezoning permits a maximum of 36 units on this property. This is an increase of 14 units from the existing development. Using the Trip Generation model, the additional units may increase traffic up to 60% from the existing development (see attached Trip Generation rates).

Average Trips	Existing (22 units)	Maximum permitted with proposed zoning (36 units)	Difference
Avg. Weekday 2-Way Volume	145	237	+92
Saturday 2-Way Volume	158	258	+100

Findings from 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.

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 from Planning:*

The average household size in Fayetteville in 2000 was 2.21 persons. Using this figure, we estimate that with the existing units, there are approximately 48 persons (22 units x 2.21 persons). The estimate on the proposed zoning is 79.2 persons (36 X 2.21 persons). This is a little less than double what is already at this location.

Findings from 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 from Fire Department:

Estimated response time is 7 to 10 minutes. A solid driving surface would be needed for this complex, access to buildings with proper turning radius or an U-shaped street. Additional fire hydrants will be required.

Findings from 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: A-1
From Chapter 161 Zoning Regulations
Fayetteville Unified Development Ordinance

§161.03 DISTRICT A-1 AGRICULTURAL.

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

B. Uses.

1. Permitted Uses.

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

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
--------	--

Unit 4	Cultural and Recreational Facilities
Unit 20	Commercial Recreation; Large Sites

C. Bulk and Area Regulations.

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

D. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
35	20	35

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

(Code 1991, §160.030; Code 1965, App. A, Art. 5(1); Ord. No. 1747, 6-29-89)

Proposed Zoning: RMF-6
From Chapter 161 Zoning Regulations
Fayetteville Unified Development Ordinance

**§161.061 DISTRICT RMF-6 LOW DENSITY
MULTI-FAMILY RESIDENTIAL.**

A. Purpose. The Low Density Multi-family Residential District is designed to permit and encourage the development of multifamily residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single family residential areas.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings
Unit 9	Multifamily Dwellings - Medium Density

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 6
-------------------	--------

D. Bulk and Area Regulations.

1. Lot Width Minimum.

Mobile Home Park	100 Feet
Lot within a Mobile Home Park	50 Feet
One Family	60 Feet
Two Family	60 Feet
Three or More	90 Feet

Mobile Home Park	100 Feet
Professional Offices	100 Feet

2. Lot Area Minimum.

Mobile Home Park	3 Acres
Lot Within a Mobile Home Park	4,200 Sq. Ft.
Row House: Development Individual Lot	10,000 Sq. Ft. 2,500 Sq. Ft.
Single-Family	6,000 Sq. Ft.
Two-Family	7,000 Sq. Ft.
Three or More	9,000 Sq. Ft.
Fraternity or Sorority	2 Acres
Professional Offices	1 Acre

3. Land Area Per Dwelling Unit.

Mobile Home	3,000 Sq. Ft.
Apartments: Two or More Bedrooms	2,000 Sq. Ft.
One Bedroom	1,700 Sq. Ft.
No Bedroom	1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

Edens
Summary of Trip Generation Calculation
For 22 Occupied Dwelling Units of Low-Rise Apartment
August 29, 2002

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	6.59	2.84	1.00	145
7-9 AM Peak Hour Enter	0.09	0.00	1.00	2
7-9 AM Peak Hour Exit	0.38	0.00	1.00	8
7-9 AM Peak Hour Total	0.47	0.70	1.00	10
4-6 PM Peak Hour Enter	0.38	0.00	1.00	8
4-6 PM Peak Hour Exit	0.20	0.00	1.00	4
4-6 PM Peak Hour Total	0.58	0.77	1.00	13
Saturday 2-Way Volume	7.16	2.96	1.00	158
Saturday Peak Hour Enter	0.31	0.00	1.00	7
Saturday Peak Hour Exit	0.27	0.00	1.00	6
Saturday Peak Hour Total	0.58	0.77	1.00	13

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

TRIP GENERATION BY MICROTRANS

Edens

Summary of Trip Generation Calculation

For 36 Occupied Dwelling Units of Low-Rise Apartment

August 29, 2002

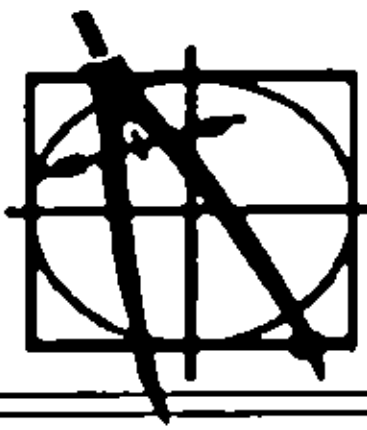
	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	6.59	2.84	1.00	237
7-9 AM Peak Hour Enter	0.09	0.00	1.00	3
7-9 AM Peak Hour Exit	0.38	0.00	1.00	14
7-9 AM Peak Hour Total	0.47	0.70	1.00	17
4-6 PM Peak Hour Enter	0.38	0.00	1.00	14
4-6 PM Peak Hour Exit	0.20	0.00	1.00	7
4-6 PM Peak Hour Total	0.58	0.77	1.00	21
Saturday 2-Way Volume	7.16	2.96	1.00	258
Saturday Peak Hour Enter	0.31	0.00	1.00	11
Saturday Peak Hour Exit	0.27	0.00	1.00	10
Saturday Peak Hour Total	0.58	0.77	1.00	21

Note: A zero indicates no data available.

Source: Institute of Transportation Engineers

Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS



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.

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

8-14-02

Att: Planning Dept.

Re : Rezoning of Eden's property

Enclosed herewith please find documents required for the rezoning of the Eden's property. The request is to rezone from A-1 to RMF6. There are 22 units on this property, which is 6.10 acres. Therefore with the RMF6 there would be a total of 36, or 14 more units.

This rezoning request would not change the character or the use of the property and would not impact traffic.

All utilities are in place and no water or sewer extensions will be required.

All surrounding property is A-1 at this time.

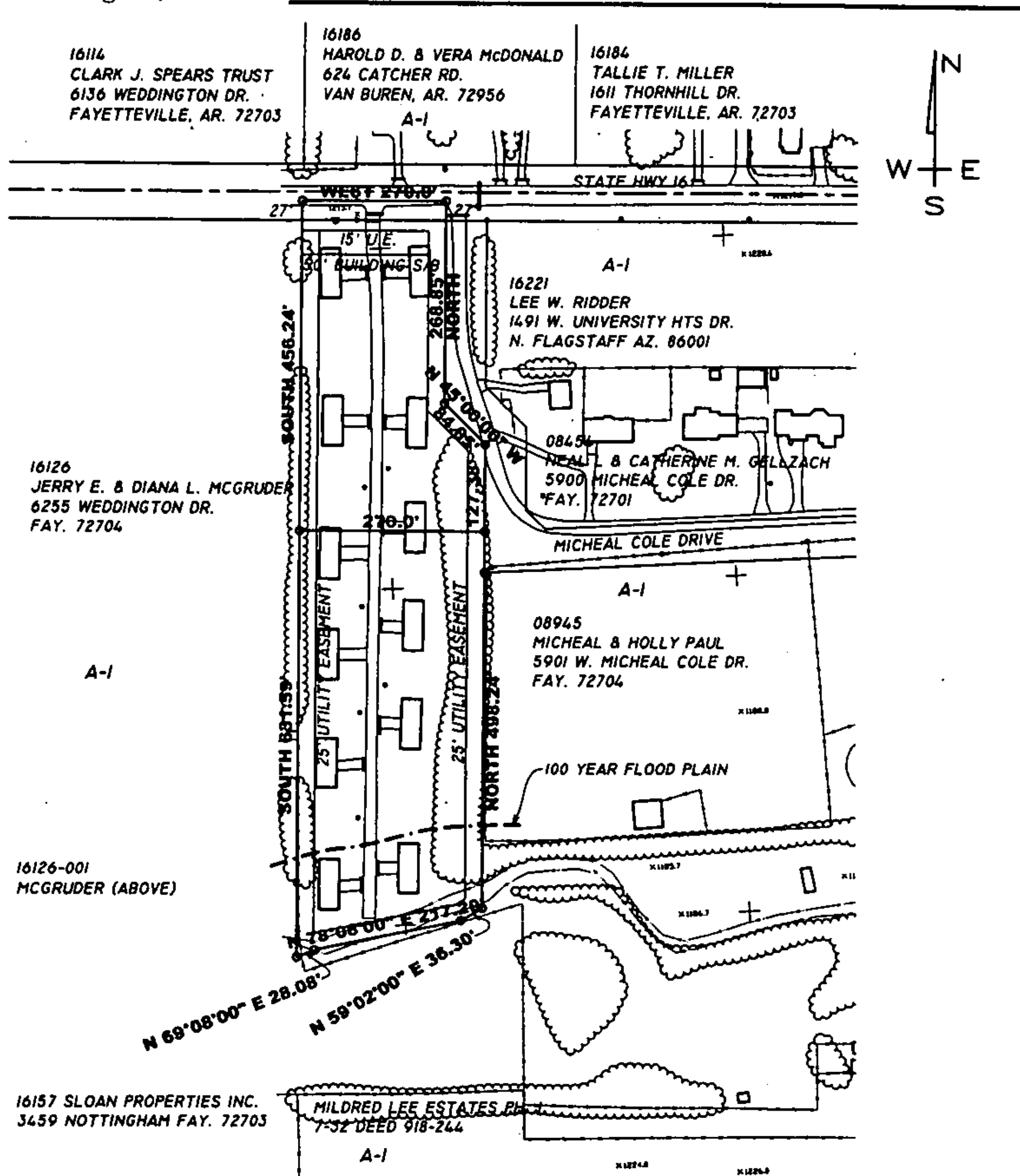
The reason for the request is to make the zoning conform to the present use and allow for more units and an upgrade of the existing units. The intent is to remodel the existing units and add 3,4 plexes and one duplex.

Please review and call concerning any questions you may have.

Thank you.

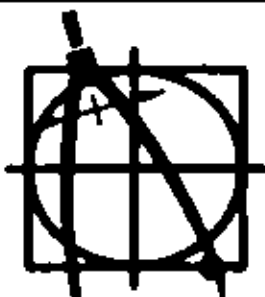
Sincerely;


David L. Jorgensen, P.E.



LEGAL DESCRIPTION OF EDENS PROPERTY:

LOT 1 & 2 OF MILDRED LEE ESTATES PHASE I AS
PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT
CLERK OF WASHINGTON COUNTY, ARKANSAS.



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

SCALE: 1"=200'

DATE REVISED

CHECKED BY:

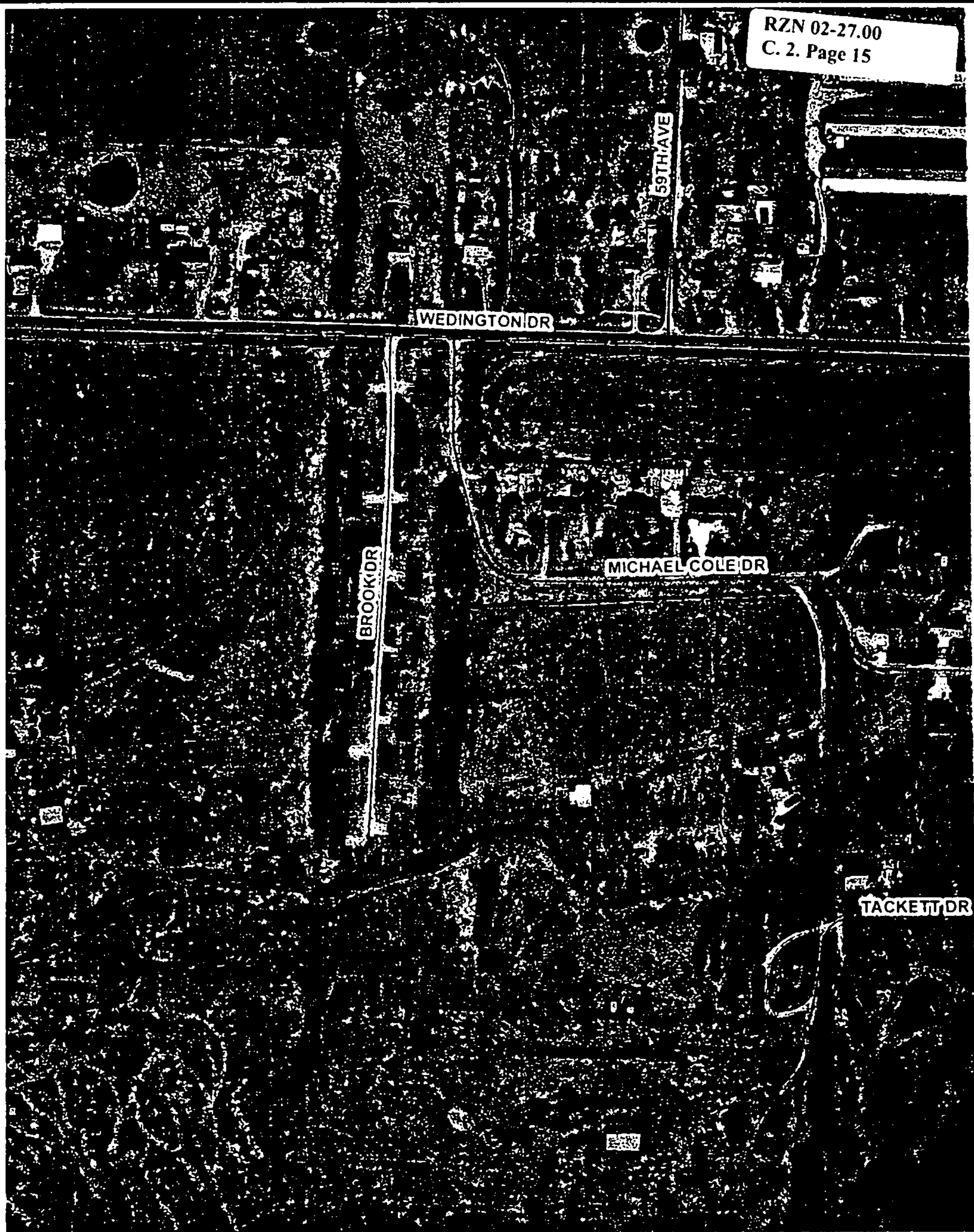
DRAWN BY: BEJ

DATE: 19AUG02

DLJ

C:\SDSKI\JOBS\COLEDRIVE

REZONING FOR LEN EDENS



**Fayetteville Police
Department**

Memo

To: Shelli Rushing

From: Capt. Greg Tabor 

Date: 9-2-02

Re: RZN 02-27.00 and RZN 02-26.00

RECEIVED

SEP 05 2002

PLANNING DIV.

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. ~~REZONING REQUEST FOR 12.00 ACRES~~ 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

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) 1300 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)*

The proposed zoning may result in additional traffic volumes for this area, due to the potential increase in the number of residential units. 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.

- *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,*

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.

2. 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. There are already existing single-family homes at these addresses.

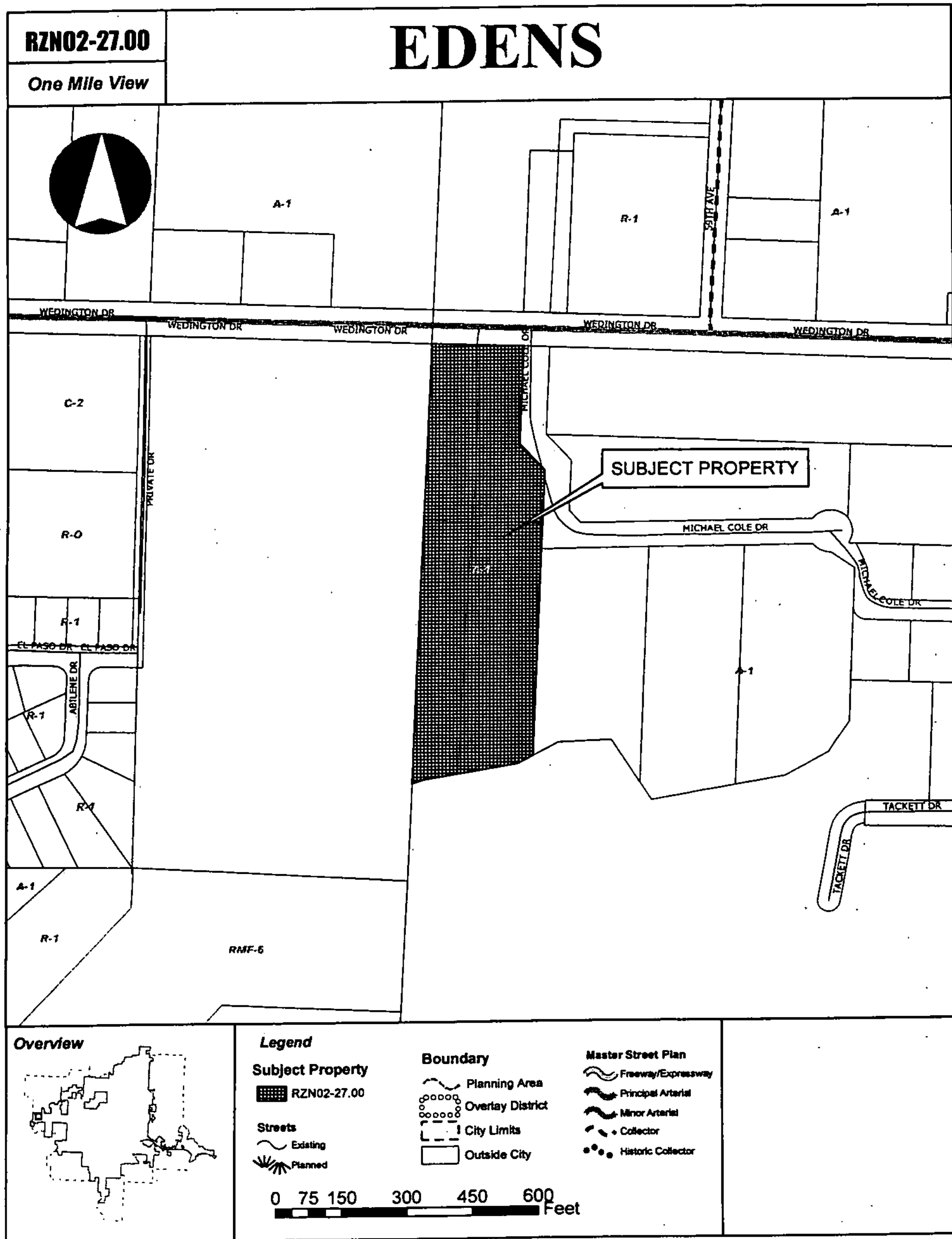
- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion. (Public Works Director)*

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.

- *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)*

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.

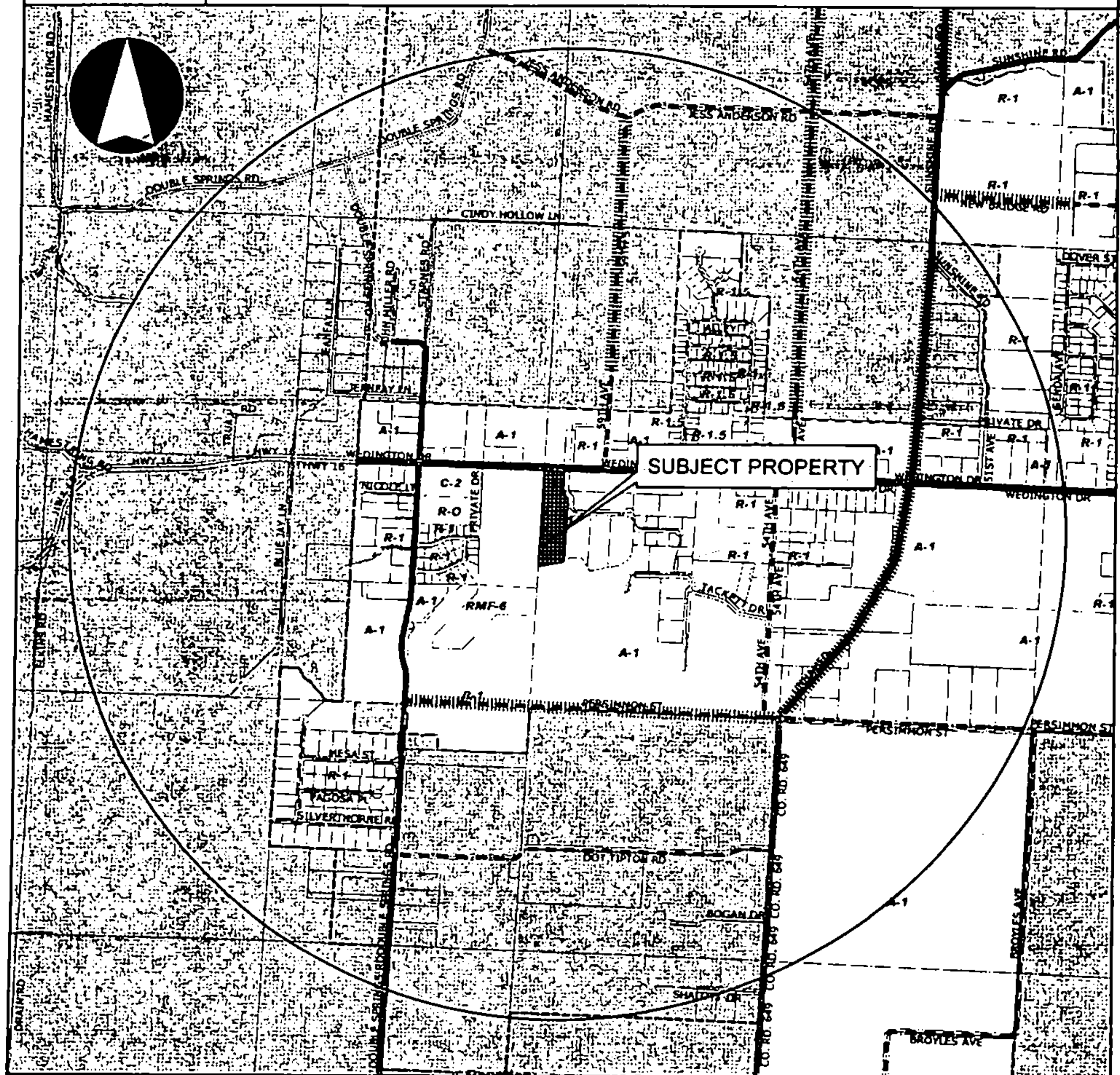
Please return this form with your comments to Shelli in the Planning Division by Wednesday, September 4, 2002. You may also call me at extension 269 or e-mail. Thank you.



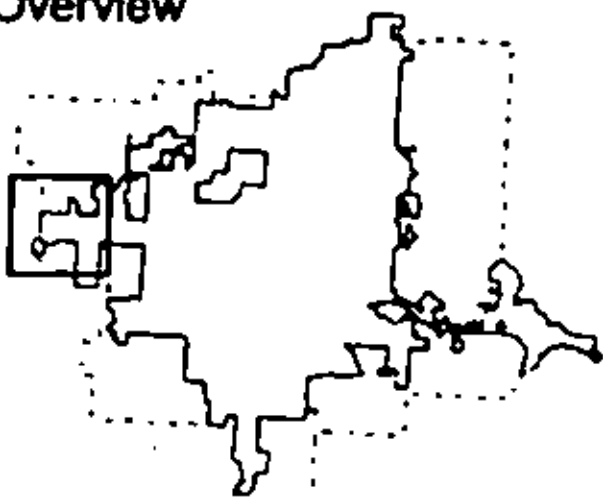
RZN02-27.00

One Mile View

EDENS



Overview



Legend
Subject Property

RZN02-27.00

Streets

 Existing


Planned Planning Area

Overlay District

City Limits

☐ Outside City

Master Street Plan

 Freeway Expressway Principal Arterial Minor Arteries

Collector

 Historic Collector

0 0.1 0.2 0.4 0.6 0.8

Miles

September 9, 2002

Page 8

RZN 02-27.00: Rezoning (Edens, pp 436) was submitted by Dave Jorgensen of Jorgensen & 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.

Hoffman: Item number four is also a rezoning, which is RZN 02-27.00 it was submitted by Dave Jorgensen of Jorgensen & 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. Tim, would you please fill us in on this one?

Conklin: This property was developed approximately 26 years ago. It was annexed into the city in 1982. At the time it was brought in as A-1, Agricultural. The applicant would like to rezone the property to RMF-6, which allows up to six units per acre. One of the original twelve duplexes that were built many years ago, burned down. She proposes to rebuild the burned duplex, remodel the existing structures and build three four plexes on existing vacant lots. Staff is recommending approval. In your packet you do have information from different departments. Thank you.

Hoffman: Thanks Tim.

Shackelford: Madam Chair, before we go any further I need to recuse from this item. I have a business relationship with the applicant so I am not going to be voting on this issue.

Hoffman: Thank you very much. Ok, Dave, you're up.

Jorgensen: As Tim mentioned this property was brought into the city in 1982 as A-1. The reason for the request is to bring it into compliance with the same type use and you will notice RMF-6 is the lowest use we could come up with. The plan is to sell the property and the prospective buyer is Marsha Beard who also bought some duplexes over on Betty Jo Drive. I don't know if you recall but a while back she purchased some duplexes on Betty Jo and had them rebuilt, did a face lift on them, cleaned them up and basically cleaned up the neighborhood. That is what the plan is right here. In fact, Marsha here is in the audience with us and brought some pictures to show the before and after of several of the units that she has taken over and we think that this is going to be an improvement of the neighborhood and make for a much more improved area right there. On page 5 of the staff report on findings, I don't know if you have the same staff report as I do, you probably do, probably the thing that is most important to me that I read on item 5 is that it would be impractical to use the land for any other use permitted under this zoning classification. In other words, A-1 doesn't work

very well. That is the reason for the whole deal. We are trying to go to RMF-6 and get the proper zoning for this use.

Hoffman: Thank you. Would you like to pass the pictures around?

Jorgensen: That would be great. She is the one that purchased those on Betty Jo.

Beard: The before is definitely on top. If you can't tell that I'm in trouble.

Hoffman: Thank you Ms. Beard. Do you want these back or do you want to leave them for the records?

Beard: I will take them back but if you need copies I can get those.

Hoffman: We will just pass them along, thank you very much. Is there any member of the audience that would like to speak?

PUBLIC COMMENT:

Miller: My name is Hally Miller. I own the property at 6040 Wedington Drive. That is across Wedington. It is a single-family home currently occupied by my mother who is 83. I am not against per say the rezoning. Anything that would make an improvement I am for. Brook Lane is a gravel single lane that goes up through the duplexes. This duplex area has been a problem from the inception in that there has been domestic violence, loud music, things that you yourself would not want to live around, multi-problems. I have had lawnmowers stolen; I've had my mother's car almost stolen. I am not saying that the residents per say maybe did it; I'm just saying that it has been a problem area. The duplexes are in disrepair, weeds. The one that burned down has never been cleared off and rebuilt. Many of the duplexes are not currently occupied and there could be some real improvement here. I would like to see curb, gutter, street, the same thing as many other roads in this area. I know that you are already addressing some of these problems that we have had with developments that do not have curbs, gutters and infrastructure and this would be a great time to fix this problem. The traffic on Wedington has always been a problem in this area. If you are ever out there the four lane ends at the Gardens and so this is a two lane highway that goes through there and traffic early in the morning at school time because the school bus system comes from Farmington to get the kids in this location. It is a real problem if you are trying to get onto Wedington from right or left it is a problem. I am wondering if maybe a lane that could be fixed so that they could turn in in this area, I don't know what that is called, accel, deaccel lane or something to handle some of the problems. I would really like to see a nice area across from my property. Who knows, I might want to develop mine someday. Thank you.

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Hoffman: Thank you. Is there anyone else in the audience that would like to address us on this rezoning?

Beard: I would. As far as her concerns about the type of tenants that will be there if I purchase this property, as everybody knows, when I purchased, I now own ten four plexes on Betty Jo Drive. I purchased the majority of them two years ago and at that time it was drug haven, I mean there were stabbings and shootings and the place was in very much disrespect, disrepair. Within six months I had it up and going good. We have very little problems out there at all. The worst problem I've had lately is a dog went in somebody else's house and she wouldn't give it back. We have very minor, minor problems. I believe in bringing it up to standards. I will plan on these duplexes renting for about \$500 a month with the water paid. As I build additional units, I'm planning on building some two bedroom townhouses to break the flow of all the single level places and I will have it professionally landscaped, like I do all my properties. They are very well managed. I am the sole owner and take full responsibility for all of it and we do a great job. If you have any questions I would be glad to answer them for you.

Hoffman: Thank you very much.

Ward: Have you got any ideas for improvement of the road itself and what are you going to do for the duplexes that are out there now?

Beard: The old duplexes that are out there now will be totally remodeled. My first stage would be to go out and do painting and minor repair work that needed done. Then I will do some landscaping and then start putting small touches in like ceiling fans and dishwashers and renting out the ones that are rentable and then start totally remodeling the other ones that are not rentable. As far as building new places it will probably be at least a year before I would even start looking at building anything. As far as the road, I haven't made any final decisions on the road. One of the things that I do is I do things in different themes like the Betty Jo Drive, that is called Beard Theme Homes and each one of them look different but they all compliment each other. One looks like an old country store, another looks like a French quarters and I would do something similar with these and give each one of them their own unique identity but make them all a little bit different where it just doesn't look like an apartment complex and I want to build on that it is totally surrounded on all sides by trees and I want to build on it is a country place. I don't want it to look like you're living in town so that is why I haven't made all the decisions yet.

Ward: I am very familiar with the four plexes on Betty Jo and I know that you have done a major revitalizing on those. They are really nice looking. In fact, because of what you did, Betty Jo is much better than what it used to be so I appreciate it.

- Conklin: Madam Chair, I just want to make sure the applicant is aware that our Fire Department did respond to this rezoning. They stated that the estimated response time is 7-10 minutes. A solid drive surface would be needed for this project. Access to buildings with proper turning radius or a U shape street. Additional fire hydrants will be required. The property was built 26 years ago. We do have existing units out there at the time of development those additional improvements will be required based on the Fire Departments information.
- Beard: Arkansas National Bank is the bank that is going to do this if it all gets approved and they had one question as far as if it all got through tonight or when I started the building process, would I have to go through Large Scale Development or would it be regular building permit?
- Conklin: Since I haven't reviewed your plans I am not sure if this would have to go through the Large Scale process.
- Hoffman: Tim, help me out here. I thought if it was over an acre on the site area then she would have to go through Large Scale.
- Conklin: When I say I haven't reviewed your plans I'm not sure how the property is currently split up.
- Beard: It is one parcel, 6.10 acres.
- Conklin: Anything over an acre would have to go through Large Scale Development.
- Beard: Even on an older existing development?
- Conklin: Yes. Even an old subdivision that is split out. Since it is over an acre all the departments will look at this with regard to whether or not to allow additional development. At this time today our Fire Department is stating that a hard driving surface and proper turning radius and additional fire hydrants will be necessary for additional development.
- Hoffman: Ok, thank you. This is a recommendation to City Council for rezoning. It is not really a condition of approval but the Fire Department has said in order for the rezoning to be granted that that would be a requirement at the time of rezoning or before they build it?
- Conklin: They did not go into that much detail. I will ask that prior to City Council. Keep in mind that this property is currently being used in this manner. It limits the owner with regard to renovations and remodeling the structure because it is a legal non-conforming use at this time. Rezoning this property actually enhances the ability of the owner to be prepared to do maintenance on the

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structures. Plus I would like to find out if the response in general is with regard to what the Fire Department would like to see at this time.

Motion:

Allen: I think this is an appropriate rezoning so therefore I move for approval of RZN 02-27.00.

Hoffman: Thank you Commissioner Allen. I have a motion for approval of RZN 02-27.00.

Bunch: I'll second.

Hoffman: Is there anybody else?

Ward: Let's go back over this one more time. I think that we are allowing at this time the gravel road to stay if the owner does no other units, there is no other condition put on top of them with no large scale development. At this time we can pretty much assure that there will be curb, gutter and streets if there is any other development at all. Is my take your take?

Conklin: Typically on a rezoning we would not require to go in and place conditions on infrastructure improvements. However, we did initiate a Fire Department review with regard to requirements for them to respond to this rezoning. I do have this one statement from the Fire Department which doesn't clarify at what time. It talks about the time of development, that is something that the City Planning Division also would agree with and that is typically done at the time of development but I am not going to say that is 100% accurate since the Fire Department is not here this evening.

Ward: Does the Fire Department go out there now as is?

Conklin: The Fire Department goes out there now, that is correct, as is.

Ward: If she doesn't change anything except the looks of the property.

Conklin: I am not going to speak for Chris Bosch; I will let him speak to the Council with regard to what that means. I can't give a guarantee with regard to what our Fire Department is going to say to our City Council. Sorry.

Bunch: Tim, on the capital improvement program for the state highways, what are the current plans for the extension of the highway on Hwy. 16 West, Wedington Road. Is that phase supposed to go to Double Springs Road and also is that on a time line, do you have an approximate time for when that work will be done?

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of October 1, 2002.

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

ACTION REQUESTED: To adopt an ordinance creating Use Unit 35 Outdoor Music Establishments in Chapter 162 Use Conditions and adding Use Unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161 Zoning Regulations of the Unified Development Ordinance.

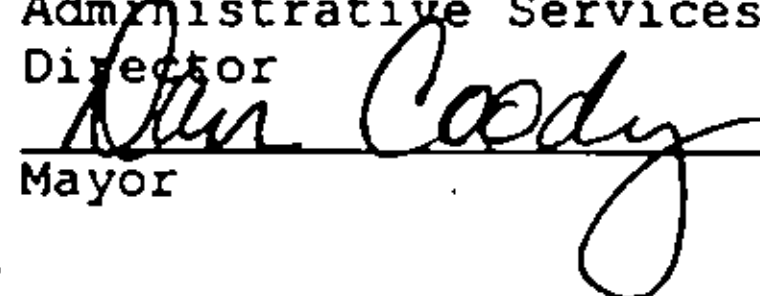
COST TO CITY:

\$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 ordinance be approved by the City Council.

 _____ 9-13-02
Division Head _____ Date _____
 _____ 9-16-02
Department Director _____ Date _____
Administrative Services Director _____ Date _____
 _____ 9/17/02
Mayor _____ Date _____

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
DATE: September 5, 2002

BACKGROUND

On August 6, 2002, Fayetteville City Council approved Ordinance No. 4409 creating 163.30 Outdoor Music Establishments requiring a conditional use for outdoor music establishments in the C-1, C-2, C-3 and C-4 zoning districts and prohibiting outdoor music establishments in all other zoning districts. This ordinance needs to be incorporated into Chapter 161 Zoning Regulations and Chapter 162 Use Conditions of the Unified Development Ordinance. Staff is proposing the attached ordinance to ensure the UDO reflects the new outdoor music establishment ordinance.

CURRENT STATUS

Staff recommended approval and on September 9, 2002 the Planning Commission voted 8-0-0 to recommend approval of the ordinance amendment.

RECOMMENDATION

Staff recommends City Council approve the amendment.

- Conklin: It is not on any short time line at this point in time. It is not within the next five years. That is a state highway. The City of Fayetteville participated with the State Highway Department to widen Wedington, I think we spent 1.3 million dollars for a 50/50 cost share, 1.3 million dollars for approximately one mile of Wedington Drive. That is as much money as the Highway Department had and the City had and that is pretty much why it ended there. I think the original plan had it going out to Double Springs Road. At this time it is not on any current plan.
- Bunch: Thank you.
- Hoffman: Thank you Tim. Is there anybody else before we call the roll? I would just like to add that I think this is a needed neighborhood improvement that has been an eye sore and I would like to thank you for undertaking this project. Thank you very much. Renee, would you call the roll please?
- Roll Call: Upon the completion of roll call the motion to approve RZN 02-27.00 was approved by a vote of 7-0-1 with Commissioner Shackelford abstaining.
- Hoffman: The motion carries unanimously. Thank you.

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, A.I.C.P., Associate Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 5, 2002

ADM 02-30.00: Administrative Item (Outdoor Music Establishments) to approve an ordinance creating Use Unit 35 Outdoor Music Establishments in Chapter 162 Use Conditions and adding Use Unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161 Zoning Regulations of the Unified Development Ordinance.

RECOMMENDATION

Staff recommends Planning Commission recommend approval and forward to City Council.

BACKGROUND

On August 6, 2002, Fayetteville City Council approved Ordinance No. 4409 creating 163.30 Outdoor Music Establishments requiring a conditional use for outdoor music establishments in the C-1, C-2, C-3 and C-4 zoning districts and prohibiting outdoor music establishments in all other zoning districts. This ordinance needs to be incorporated into Chapter 161 Zoning Regulations and Chapter 162 Use Conditions of the Unified Development Ordinance. Staff is proposing the attached ordinance to ensure the UDO reflects the new outdoor music establishment ordinance.

ORDINANCE NO. _____

AN ORDINANCE CREATING USE UNIT 35 OUTDOOR MUSIC ESTABLISHMENTS IN CHAPTER 162 USE UNITS OF THE FAYETTEVILLE UDO AND AMENDING CHAPTER 161 ZONING REGULATIONS TO ALLOW USE UNIT 35 IN C-1, C-2, C-3, AND C-4 ZONING DISTRICTS AS A CONDITIONAL USE.

WHEREAS, on August 6, 2002, Fayetteville City Council approved Ordinance No. 4409 creating §163.30 Outdoor Music Establishments requiring a conditional use for outdoor music establishments in the C-1, C-2, C-3, and C-4 zoning districts and prohibiting outdoor music establishments in all other zoning districts; and

WHEREAS, a use unit for outdoor music establishments needs to be established and indicated as a conditional use in certain zoning districts;

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

Section 1. That §162.01, II. Unit 35 Outdoor Music Establishments, a copy of which marked Exhibit "A" attached hereto and made a part hereof, is hereby adopted and made part of the Unified Development Ordinance, Code of Fayetteville.

Section 2. That §161.13 District C-1 Neighborhood Commercial., of the Unified Development Ordinance, Code of Fayetteville, is hereby repealed and the following is inserted in its stead:

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

Section 3. That §161.14 District C-2 Thoroughfare Commercial., of the Unified Development Ordinance, Code of Fayetteville, is hereby repealed and the following is inserted in its stead:

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

Section 4. That §161.15 District C-3 Central Commercial., of the Unified Development Ordinance, Code of Fayetteville, is hereby repealed and the following is inserted in its stead:

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

Section 5. That §161.16 District C-4 Downtown., of the Unified Development Ordinance, Code of Fayetteville, is hereby repealed and the following is inserted in its stead:

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

PASSED and APPROVED this _____ day of _____, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

Exhibit "A"

§162.01 Establishment/Listing. The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

USE UNITS

Unit 1	City-Wide Uses by Right
Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal Husbandry
Unit 8	Single-Family, Duplexes, and Townhouse Dwellings
Unit 9	Multifamily Dwellings - Medium Density
Unit 10	Multifamily Dwellings - High Density
Unit 11	Mobile Home Park
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Station and Drive-In Restaurants

Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 23	Heavy Industrial
Unit 24	Outdoor Advertising
Unit 25	Professional Offices
Unit 26	Single-Family Dwellings
Unit 27	Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Single-Family, Two-Family and Three-Family Dwellings
Unit 30	Extractive Uses
Unit 31	Facilities Emitting Odors and Facilities Handling Explosives
Unit 32	Sexually Oriented Businesses
Unit 33	Adult Live Entertainment Club or Bar
Unit 34	Liquor Store
<u>Unit 35</u>	<u>Outdoor Music Establishment</u>

II. Unit 35: Outdoor Music Establishment

1. Description. Unit 35 includes any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or business.

2. Included Uses.

Outdoor Music Establishments

Exhibit "B"

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

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

Unit 35	Outdoor Music Establishments
----------------	-------------------------------------

C. Bulk and Area

Regulations/Setbacks. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

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

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

Exhibit "C"

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

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

B. Uses.

1. Permitted Uses.

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

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business
<u>Unit 35</u>	<u>Outdoor Music Establishments</u>

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

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

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

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

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

Exhibit "D"

§161.15 DISTRICT C-3 CENTRAL COMMERCIAL.

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

B. Uses.

1. Permitted Uses.

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

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 19	Trades and Services
Unit 28	Center for Collecting Recyclable Materials
Unit 35	Outdoor Music Establishments

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

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

(Code 1991, §160.037; Code 1965, App. A, Art. 5(VII); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80)

Exhibit "E"

§161.16 DISTRICT C-4 DOWNTOWN.

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

B. Uses.

1. Permitted Uses.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

Unit 28	Center for Collecting Recyclable Materials
Unit 35	Outdoor Music Establishments

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

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

(Code 1991; §160.038; Code 1965, App. A, Art. 5 (VII(a)); Ord. No. 1747, 6-29-89; Ord. No. 2148, 10-7-75; Ord. No. 2351, 6-21-77; Ord. No. 2362, 8-2-77)

ORDINANCE NO. 4409

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

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

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

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

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

"§163.30 Outdoor Music Establishments.

Outdoor Music Establishments operating during May or June of 2002 may continue to operate at the same location without this conditional use even if the ownership or name of the outdoor music establishment changes in the future as long as the establishment does not terminate its outdoor music for twelve consecutive months or longer. All other outdoor music establishments shall not be allowed in any zoning district except C-1, C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the



outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

C. Fayetteville Noise Ordinance Violation. If the establishment or any band or person operating at such establishment is convicted of violating the Fayetteville Noise Ordinance (§96.04 of the Code of Fayetteville), such violation may constitute grounds for revocation of this Conditional Use to operate an Outdoor Music Establishment.

D. Fayetteville Entertainment District. *The City Council's policy is to encourage outdoor music establishments along Dickson Street from Block Avenue to Arkansas Avenue and on West Avenue from Spring Street to Lafayette Street as long as such establishments are reasonably compatible with adjoining neighborhoods.*

PASSED and APPROVED this 6th day of August, 2002.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

Heather Woodruff, City Clerk



September 9, 2002

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ADM 02-30.00: Administrative Item (Outdoor Music Establishments) to approve an ordinance creating Use Unit 35 (Outdoor Music Establishments in Chapter 162 Use Conditions) and adding Use Unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161 Zoning Regulations of the Unified Development Ordinance.

Hoffman: The next item on our agenda tonight is ADM 02-30.00, which is an administrative item for outdoor music establishments to approve an ordinance creating Use Unit 35 (Outdoor Music Establishments in Chapter 162 Use Conditions) and adding Use Unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161 Zoning Regulations of the Unified Development Ordinance.

Conklin: Madam Chair and members of the Commission, this ordinance will create a Use Unit for outdoor music. It will be called Use Unit 35, Outdoor Music Establishments. The actual ordinance for the outdoor music was passed on August 6, 2002 by the Fayetteville City Council. It allows outdoor music establishments within C-1, C-2, C-3, and C-4 zoning districts. Our zoning code is organized into zoning districts that list Use Units that establish what type of uses are allowed within each zoning district. Because outdoor music is associated with many different types of uses it is difficult if we don't amend our zoning code and we just interpret where those outdoor music establishments exist. Those will clarify that making Use Unit 35. Thank you.

Hoffman: Thank you Tim. Is there any member of the public that would like to address us about outdoor music? Seeing none, I will bring it back to the Commission for motions. Oh, excuse me, yes Sir.

Fennel: I didn't come here to address this issue this evening, I will be up next. I have been on Dickson Street since...

Hoffman: Could you identify yourself?

Fennel: Pardon me?

Hoffman: What is your name?

Fennel: Joe Fennel with Jose's, I'm sorry. This issue doesn't apply to me directly because I don't make my money with music, I make my money in the taco business, but it does affect a lot of people. I think one of the problems that we have created in Fayetteville is that we have listened to a real small minority of people who have changed the way they see Dickson Street in the future. Dickson Street is a different breed ok, it should always continue to be a different breed. I think if we look at Dickson Street as what we want the rest of the city to look like we are looking at it backwards, ok. There is only one place that certain things happen in this city and they happen because they have always happened there. They happened there when Jug Wheelers was there, they

happened after Jug Wheelers. They happened before Jose's was there and they have happened since 1980 since I've been there. Mardi Gras parade, it is held in one place, it is held on Dickson Street. Spring Fest is held on Dickson Street ok. Autumn Fest is held in Downtown Fayetteville, ok. When we won the big football game a couple of years ago, they didn't rip the goal post up and take it out to Hwy. 71, they didn't take it up into Wedington Woods, they brought it to Dickson Street because that is the appropriate place for the goal post. Bikes, Blues and BBQ, which is going to create the biggest income producer that the city has ever seen in the last three years, where is it going to be held? On Dickson Street. I think one of the things that we need to understand in this city is that Dickson Street is Dickson Street. Until people wanted to create a mixed use development area of Dickson Street this was never an issue. Until a gentleman opened his own bars all of the sudden he had a conflict with another bar that happened to be across the street, that is what started the whole thing. Guess what? That one guy has won the battle so far. Ok, I bought a sound meter and I am conducting a survey on my own and guess what, the 75DBs that we have as a law in Fayetteville as an ordinance, guess what, that doesn't hold up. A Harley Davidson going up Dickson Street it DBs at 95 to 100, it doesn't matter if it is 3:00 in the afternoon, midnight or whatever. I hope we don't arrest every Harley rider in town because he is wrapping his pipes at 95DBs at 12:00 at night because it happens. Some guy playing his stereo real loud coming down Dickson Street, guess what, no one says anything to him, and he drives away. Now you have operators down there who are trying to run a business, pay their taxes, provide jobs and guess what, they get picked on. They get picked on because they are in a sole location and someone can go raise Cain with them and someone can go write them a ticket and someone can go cause them a lot of grief and I think that is wrong. Ok, it says here, finally it is being addressed properly, I've always heard it as a sound ordinance, it has nothing to do with sound, you can walk down Dickson Street at 12:00 at night, I don't care what part of Dickson Street from the 200 block to the 500 block with the same sound meter that the police use and I don't care where you pull the trigger on that thing, you will break the law, the law will be broken. All of the sudden we are going to pick on a few people down there who are trying to run legitimate businesses. Like I said, this whole problem started because one guy couldn't compete with the guy right across the street so he changed the rules so his bar could stay in business and that is where this whole thing started and I think it is wrong. I don't know if we need to visit this issue here or if we need to visit the issue at the City Council, but we need to revisit this issue because the 75 DBs, we are all kidding ourselves, it doesn't work. We are working on a study right now and we are going to put some data together on that, it has nothing to do with Jose's, it has nothing to do with Powerhouse, it has nothing to do with George's, it has to do with Dickson Street. Dickson Street is an animal all to its own. It is one of the last great things that we have in this city and if we keep tearing it down and breaking it down guess what, the people that come from Little Rock for football games, Dickson Street won't mean anything to them

anymore. Why not go to Benton County. It is one of the last things that we have to fight Benton County with. There is no other place like it in the state. There is no other town in the state of Arkansas that has that down there, no other place. Little Rock spent how many millions of dollars on the River Market down there, how many millions of dollars have they spent in the last ten years trying to recreate what we have here and what we are doing here is trying to tear it down. It is here, all we have to do is work with it and make it work. Dickson Street was never meant for people to live on. Dickson Street has always been the entertainment capital for this town and it should always be that way. If we as a city are giving more preference to mixed use then I think we are looking at it wrong. That street was there long before mixed use development ever became a popular word in this city and I think that if they are given the priority in this instance then we are going to ruin what they even came down there for. Those people are coming to Dickson Street because of the establishments. They are coming there for the entertainment, the people that are building those condos down there, the people that might want to live in those condos want to live in that section of town because the restaurants are there, the clubs are there, and the downtown is there. Ok, let's not forget why they are doing what they are doing but what we are doing, which we are listening to three or four people out there that are screaming loud and screaming clear but they are screaming about the wrong thing, and I hope that the people that are making decisions are not fooled. That is all I have, thank you.

Hoffman: Thank you Mr. Fennel. Just to clear this up, this is an administrative item that is adding Outdoor Music as a Use Unit to the Unified Development Ordinance. The Outdoor Music Establishments ordinance has already been approved by the City Council and this is just merely adding outdoor music as a use unit.

MOTION:

Bunch: Since this is a city wide ordinance that involves several zoning districts and it is more of a housekeeping item, I will move that we approve and forward to the City Council ADM 02-30.00.

Hoffman: I have a motion by Commissioner Bunch, do I have a second?

Ward: Second.

Hoffman: There is a second by Commissioner Ward. Is there any further discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to forward ADM 02-30.00 to the City Council was approved by a vote of 8-0-0.

Hoffman: Thank you. This housekeeping motion carries unanimously.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of October 1, 2002.

FROM: Tim Conklin Planning Urban Development
Name Division Department

ACTION REQUESTED: To approve a resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's street centerline to 40' on Wedington Drive (a 15' reduction) and 23' on Betty Jo Drive (a 12' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.

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:

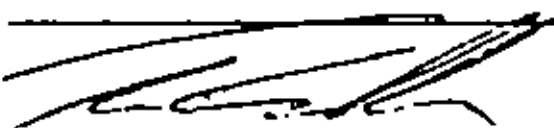
GRANTING AGENCY:

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 resolution be approved by the City Council.



Division Head

9-13-02
Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res#: _____

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
DATE: September 13, 2002

BACKGROUND

The proposed street right-of-way for Wedington Dr. and Betty Jo Dr. do not meet the requirements of the Master Street Plan. The applicant states that the required right-of-way, the 50' setback requirements and the 15' landscape setback will not allow enough area for construction of the proposed building. The right-of-way reductions needed are as follows:

- Wedington Dr. – 15' right-of-way reduction. Wedington Dr. is a Principal Arterial with 110' of right-of-way required; a 55' dedication from street center line. The applicant proposes approximately 40' of right-of-way dedication; 15' less than required.
- Betty Jo Dr. – 12' right-of-way reduction. Betty Jo Dr. is a Collector with 70' of right-of-way required; a 35' dedication from street center line. The applicant proposes approximately 23' of right-of-way dedication; 12' less than required.

The City of Fayetteville and the Arkansas Highway Department have recently completed the expansion of Wedington Dr. to five lanes at this location. In a letter from the applicant dated August 16, 2002, he states that a representative from the highway department indicated that they do not intend to require additional right of way for improvements on Wedington.

Staff finds that requiring the right-of-way for each of these streets significantly impacts this property and reduces its development potential.

CURRENT STATUS

Staff recommended approval and on September 9, 2002 the Planning Commission voted 8-0-0 to recommend the right-of-way reduction to the City Council.

RECOMMENDATION

Staff recommends approval of the requested right-of-way reductions.

RESOLUTION NO. _____

A RESOLUTION REDUCING THE RIGHT-OF-WAY DEDICATION FROM WEDINGTON'S STREET CENTERLINE AND BETTY JO DRIVE'S STREET CENTERLINE TO 40' ON WEDINGTON DRIVE AND 23' ON BETTY JO DRIVE FOR THE SECTION OF PROPERTY LOCATED BETWEEN MARVIN AVENUE AND BETTY JO DRIVE SOUTH OF WEDINGTON, CONTAINING 16,360 SQ.FT., MORE OR LESS, FAYETTEVILLE, ARKANSAS.

WHEREAS, the City of Fayetteville and the State Highway Department have completed the expansion of Wedington Drive to five lanes in this location; and

WHEREAS, the additional right-of-way for this portion of Wedington Drive is no longer necessary for road expansion.

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

That the City Council hereby approves the herein mentioned change.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

Dan Coody, Mayor

ATTEST:

DRAFT

By: _____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Board of Adjustment
FROM: Shelli Rushing, A.I.C.P., Associate Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 5, 2002

ADM 02-31.00: Administrative Item (Nickle, pp 440) was submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue & Betty Jo Drive south of Wedington Drive. The requirement is for a 55' street right of way dedication from Wedington's street centerline and 35' dedication on Betty Jo Drive. The request is to reduce the required right-of-way dedication to 40' on Wedington Drive (15' reduction) and 23' on Betty Jo Drive (a 12' reduction).

RECOMMENDATION

Staff recommends approval of the requested right-of-way reductions.

BACKGROUND

Property Description. The subject property is located on Wedington Dr. west of I-540 in Maple Terrace, Phase I. The property is 16,360 sq. ft. and bounded by Betty Jo Dr. on the west, Marvin Ave. on the east and Wedington Dr. on the north. The property is zoned C-1 Neighborhood Commercial and General Plan 2020 designates it as community commercial. The north, east and west adjacent properties are currently being used as commercial and are zoned as such. The adjacent property to the south is multifamily residential apartments.

Proposal. The applicant is the property owner who intends to sell the property to someone proposing to construct a 2,300 sq. ft. laundromat. The site plan is attached. The applicant received approval from the Board of Adjustment on Monday, Sept. 3, 2002 for a 5' front setback variance along Betty Jo Dr. and Marvin Ave. and 8' landscape setback variance along Marvin Ave. (see attached site plan) with the condition that the applicant seek approval of a reduction of right-of-way dedication requirements for Wedington Dr. and Betty Jo Dr.

Street right-of-way. The proposed street right-of-way for Wedington Dr. and Betty Jo Dr. do not meet the requirements of the Master Street Plan. The applicant states that the required right-of-way, the 50' setback requirements and the 15' landscape setback will not allow enough area for construction of the proposed building. The right-of-way reductions needed are as follows:

- Wedington Dr. – 15' right-of-way reduction. Wedington Dr. is a Principal Arterial with 110' of right-of-way required; a 55' dedication from street center line. The applicant proposes approximately 40' of right-of-way dedication; 15' less than required.
- Betty Jo Dr. – 12' right-of-way reduction. Betty Jo Dr. is a Collector with 70' of right-of-way required; a 35' dedication from street center line. The applicant proposes approximately 23' of right-of-way dedication; 12' less than required.

The City of Fayetteville and the Arkansas Highway Department have recently completed the expansion of Wedington Dr. to five lanes at this location. In a letter from the applicant dated August 16, 2002, he states that a representative from the highway department indicated that they do not intend to require additional right of way for improvements on Wedington.

Staff finds that requiring the right-of-way for each of these streets significantly impacts this property and reduces its development potential. Therefore, staff is recommending approval of the requested reductions in right-of-way.

SURROUNDING LAND USE AND ZONING

	Land Use	Zoning
North	Commercial - Sonic restaurant and vacant property	C-2 Thoroughfare Commercial
South	Residential - Apartments	R-2 Medium Density Residential
East	Commercial - Car wash	C-2 Thoroughfare Commercial
West	Commercial – Gas station	C-1 Neighborhood Commercial

GENERAL PLAN DESIGNATION

Community Commercial

August 16, 2002

The Planning Commission
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Commissioners:

We are currently the owners of a lot on the south side of Wedington Drive in Fayetteville bounded by Marvin and Betty Jo (Lot 1, Block 4, Maple Terrace Phase I). This is a small lot zoned C-1 that has never been improved. An individual wants to construct a building for a laundry-mat on the property and has the lot under contract to purchase.

The lot presents many challenges due to having street frontage on three sides and a large utility easement on the east side of the property. Ingress and egress for the property must be at the rear of the lot because neither the Arkansas Highway Department nor the City of Fayetteville would allow a curb cut on Wedington Drive.

As you know the Highway Department and the City of Fayetteville have recently completed the expansion of Wedington Drive to five lanes in this area. As part of that widening project the Highway Department obtained some frontage from us. When we expressed some reticence about giving up frontage on our small lot the Highway Department representative indicated to us that this would be all the frontage they would need for the foreseeable future because of other improvements on the south side of Wedington.

At a recent meeting with Fayetteville planners about necessary setback variances we will need for the prospective buyer's project we were made aware that the current master street plan calls for a 55 foot right-of-way on the south side of Wedington. The additional twelve feet of required right-of-way along with the 15 foot landscaping requirement along Wedington will not allow the construction of a building big enough for the laundry-mat.

We feel that preservation of the landscaping requirement is more appropriate than the additional twelve foot right-of-way requirement, so rather than ask for a variance of the landscaping requirement on Wedington we ask that you consider lessening the standard right-of-way requirement in this instance. We understand that if the Commission approves this request it must also be approved by the City Council.

Thank you for considering this request.



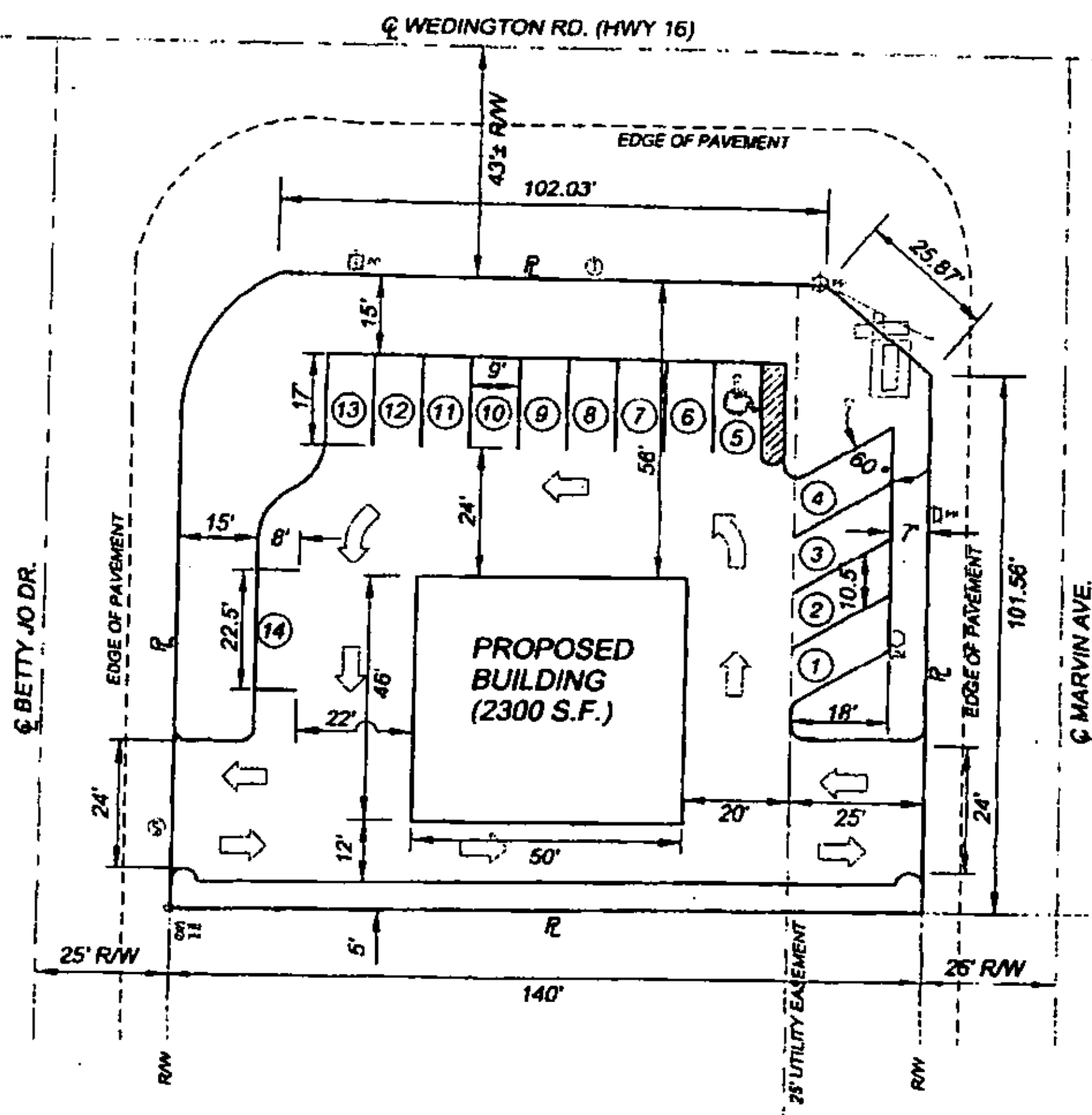
Charles R. Nickle



Robert A. Nickle

ROW Dedication

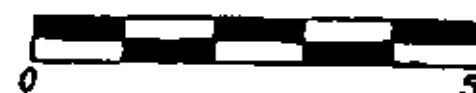
C. 4. Page 8



AREA CALCULATIONS:
 LOT 16360 SQ. FT.
 BUILDING 2300 SQ. FT.
 PARKING 2390 SQ. FT.
 LANDSCAPING 4980 SQ. FT.



1" = 40'



BUILDING SETBACKS:
 NORTH - 56 FT.
 SOUTH - 17 FT.
 EAST - 45 FT.
 WEST - 45 FT.

LOT 1, MAPLE TERRACE

FAYETTEVILLE, ARKANSAS



USINFRASTRUCTURE, INC.
 CIVIL/TRAFFIC ENGINEERS - SPRINGDALE, ARKANSAS

DRAWN BY
 WWP

PLANS NO.

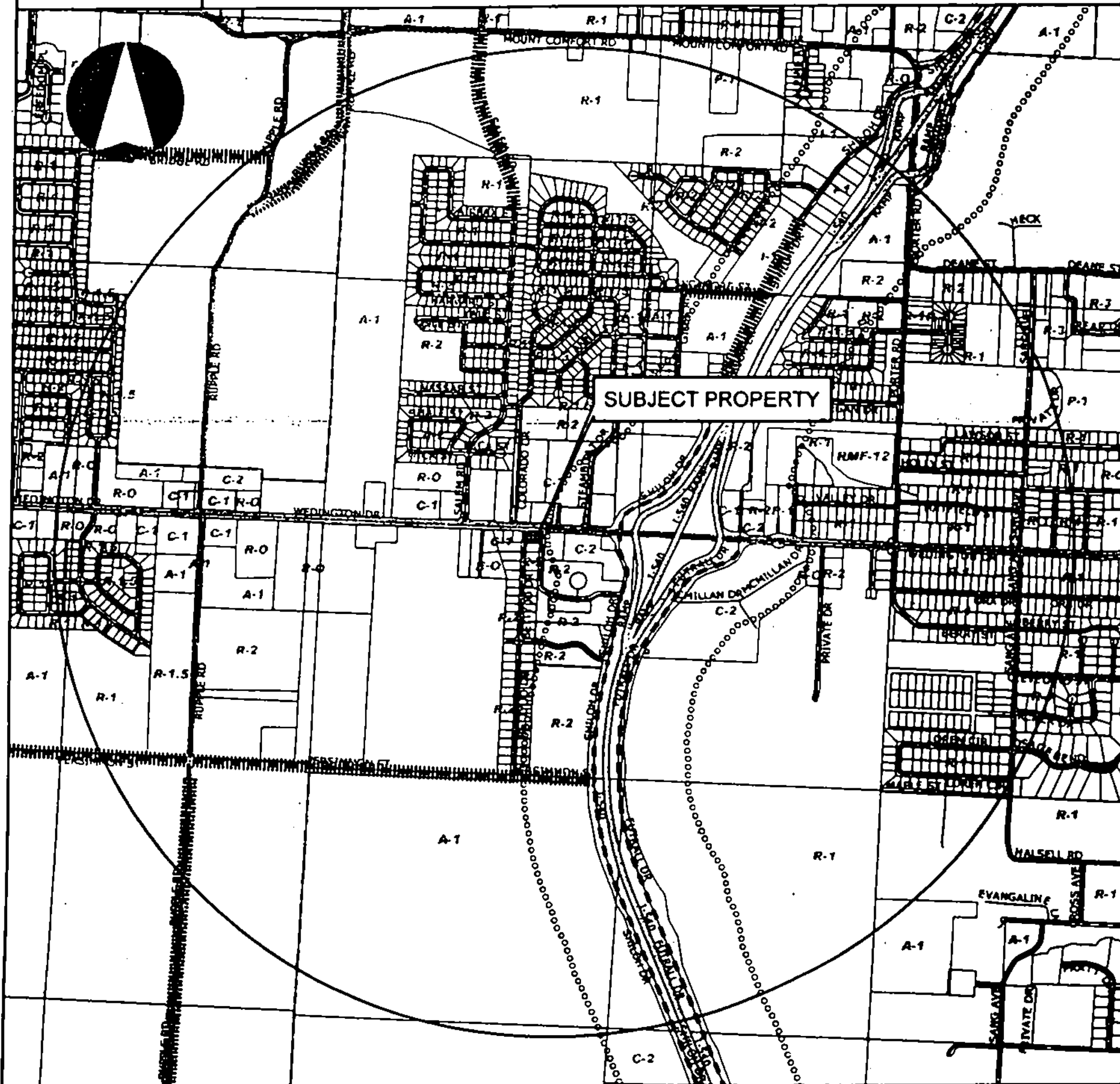
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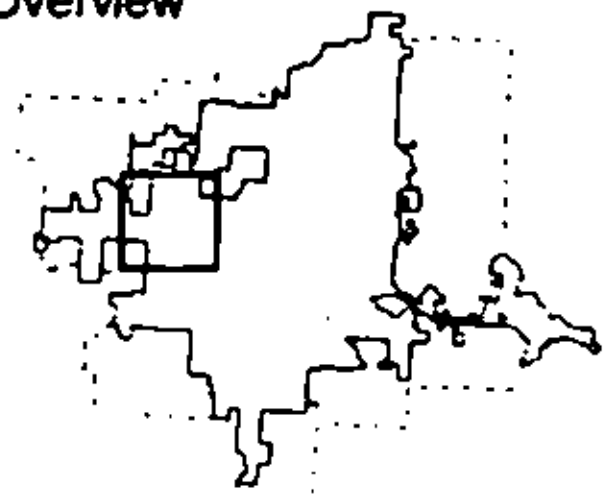
ADM 02-32

NICKLE

One Mile View



Overview



Legend

Subject Property

VAR02-24.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

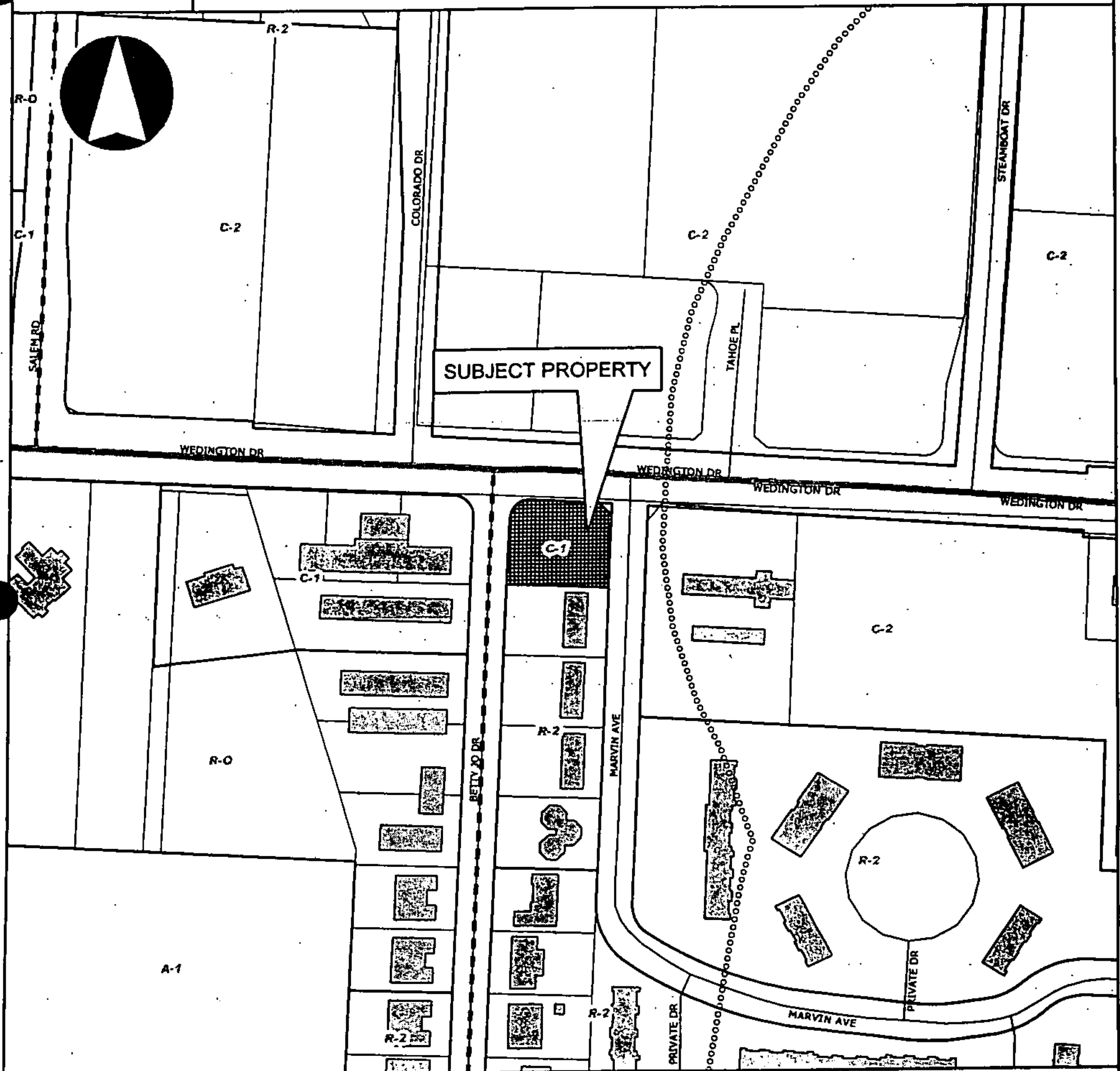
0 0.1 0.2 0.4 0.6 0.8 Miles

Board of Adjustment
September 3, 2002
VAR02-24 Nickle
Page 2.14

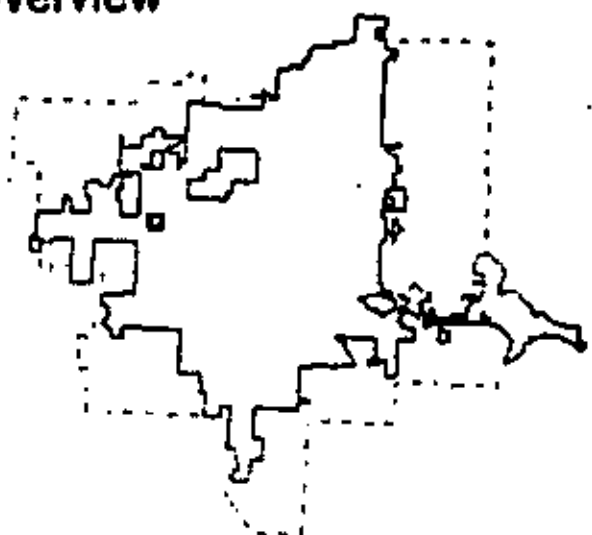
ADM 02-32

Close Up View

NICKLE



Overview

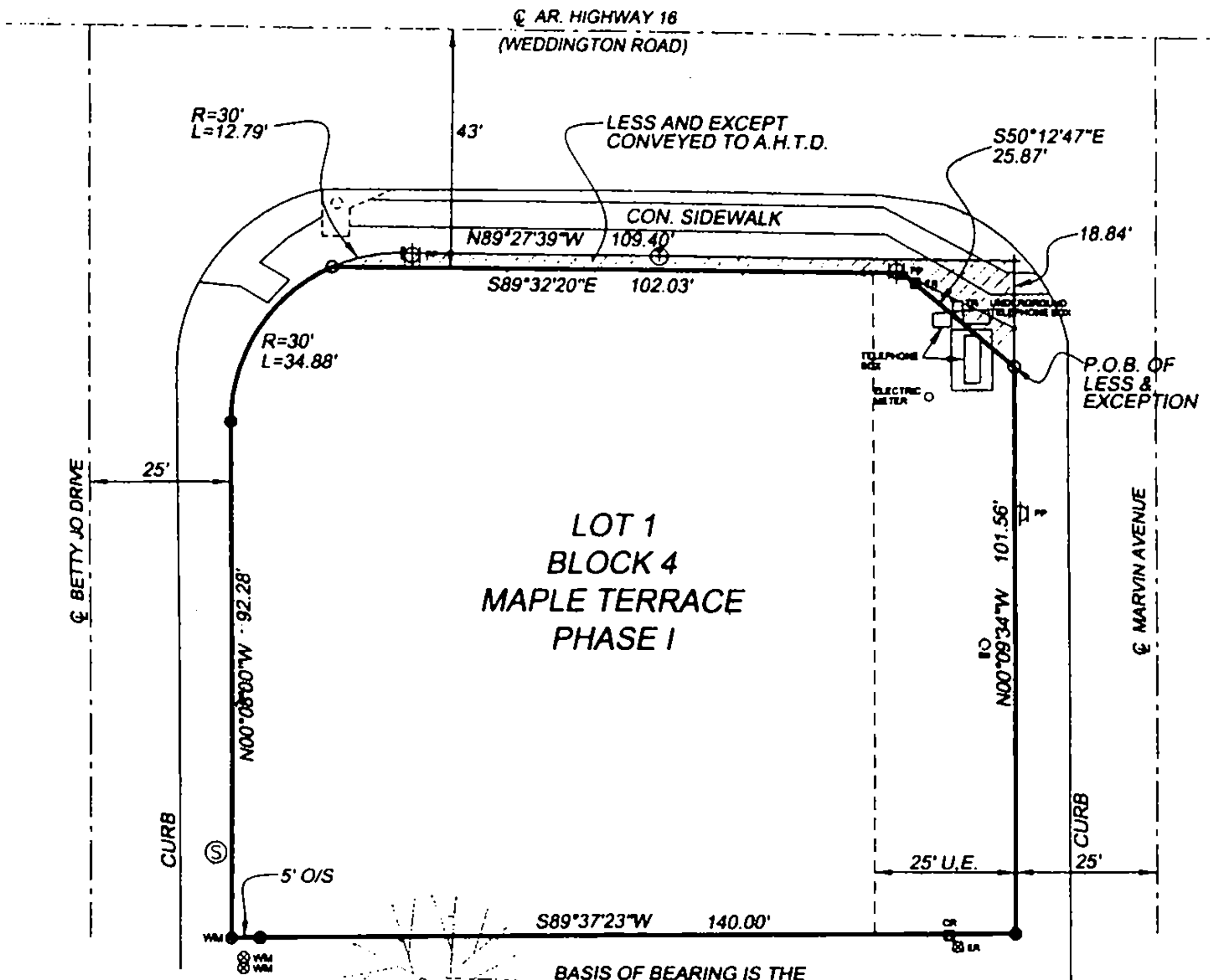


Legend

- | | | | | |
|-------------|------------------|--------------------|--------------------|--------------|
| SPC City | Overlay District | Master Street Plan | Minor Arterial | Outside City |
| VAR02-24.00 | Streets | Freeway/Expressway | Collector | |
| Buildings | Existing | Principal Arterial | Historic Collector | |
| Lakes | Planned | | Planning Area | |
| | | | Zoning | |
| | | | City Limits | |

0 75 150 300 450 600 Feet

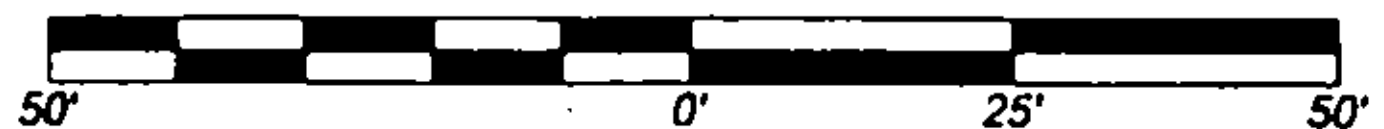
Board of Adjustment
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Page 2.15



- FOUND IRON PIN
- SET IRON PIN
- + CALCULATED POINT
- TELEPHONE RISER
- ⊗ ELECTRIC RISER
- ⊗ CABLE RISER
- ⊗ POWER POLE
- ⊗ GAS METER
- ⊗ WATER METER
- ⊗ MANHOLE
- ⊗ TELEPHONE MANHOLE

SURVEYED FOR CHARLES R. &
ROBERT A. NICKLE

BASIS OF BEARING IS THE
SOUTHERN PROPERTY LINE
FROM A SURVEY BY ALAN
REID AND ASSOCIATES DATED
APRIL 15, 1996 (JOB NO.
96123).



LOT 1, BLOCK 4, MAPLE TERRACE, PHASE I, FAYETTEVILLE, ARKANSAS, AS PER THE PLAT RECORDED MARCH 8, 1978 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

LESS AND EXCEPT PART OF LOT 1, BLOCK 4, MAPLE TERRACE, PHASE I, FAYETTEVILLE, ARKANSAS CONVEYED TO THE ARKANSAS HIGHWAY COMMISSION BY WARRANTY DEED EXECUTED OCTOBER 19, 1998 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, MAPLE TERRACE, PHASE I; THENCE N00°09'34"W A DISTANCE OF 101.56 FEET TO THE POINT OF BEGINNING; THENCE N00°09'34"W A DISTANCE OF 18.84 FEET; THENCE N89°27'39"W A DISTANCE OF 109.40 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30 FEET AND ARC LENGTH OF 12.79 FEET, FOR WHICH THE CHORD BEING S78°41'20"W A DISTANCE OF 12.69 FEET; THENCE S89°32'20"E A DISTANCE OF 102.03 FEET; THENCE S50°12'47"E A DISTANCE OF 25.87 FEET TO THE POINT OF BEGINNING.

FLOOD CERTIFICATION

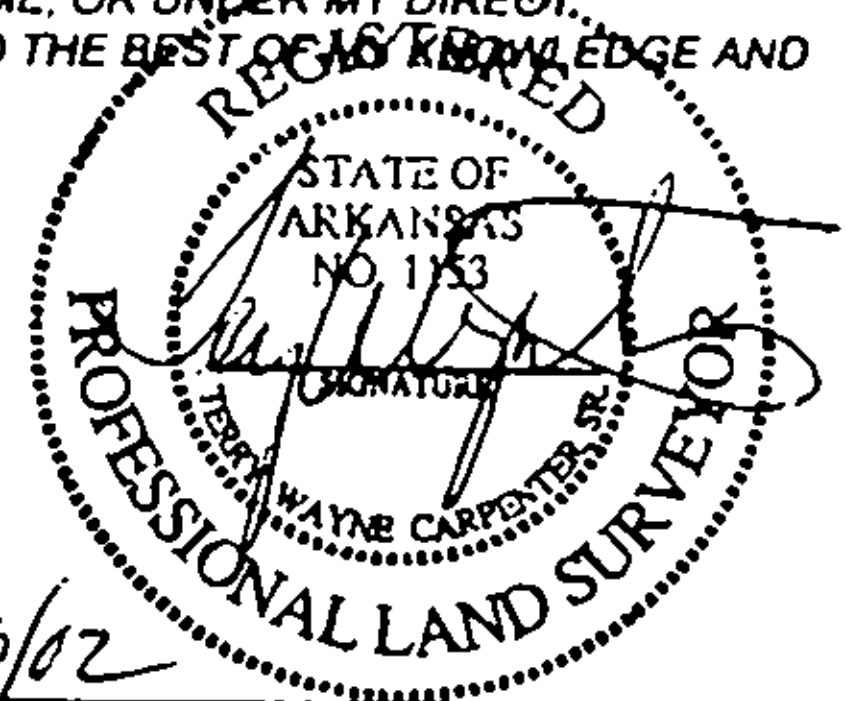
THE ABOVE DESCRIBED LOT IS NOT WITHIN A FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD ZONE "A" OR "AE" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, WASHINGTON COUNTY, ARKANSAS, PANEL NO. 05143C0091D, DATED JULY 21, 1999

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE-DESCRIBED PROPERTY WAS SURVEYED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENT SHOWN WERE FOUND OR SET BY ME TO THE BEST OF MY KNOWLEDGE AND ABILITY.

TERRY W. CARPENTER, ARKANSAS PROFESSIONAL LAND SURVEYOR NO. 1153

4710 SOUTH THOMPSON
SPRINGDALE, AR 72764
(479)872-7115



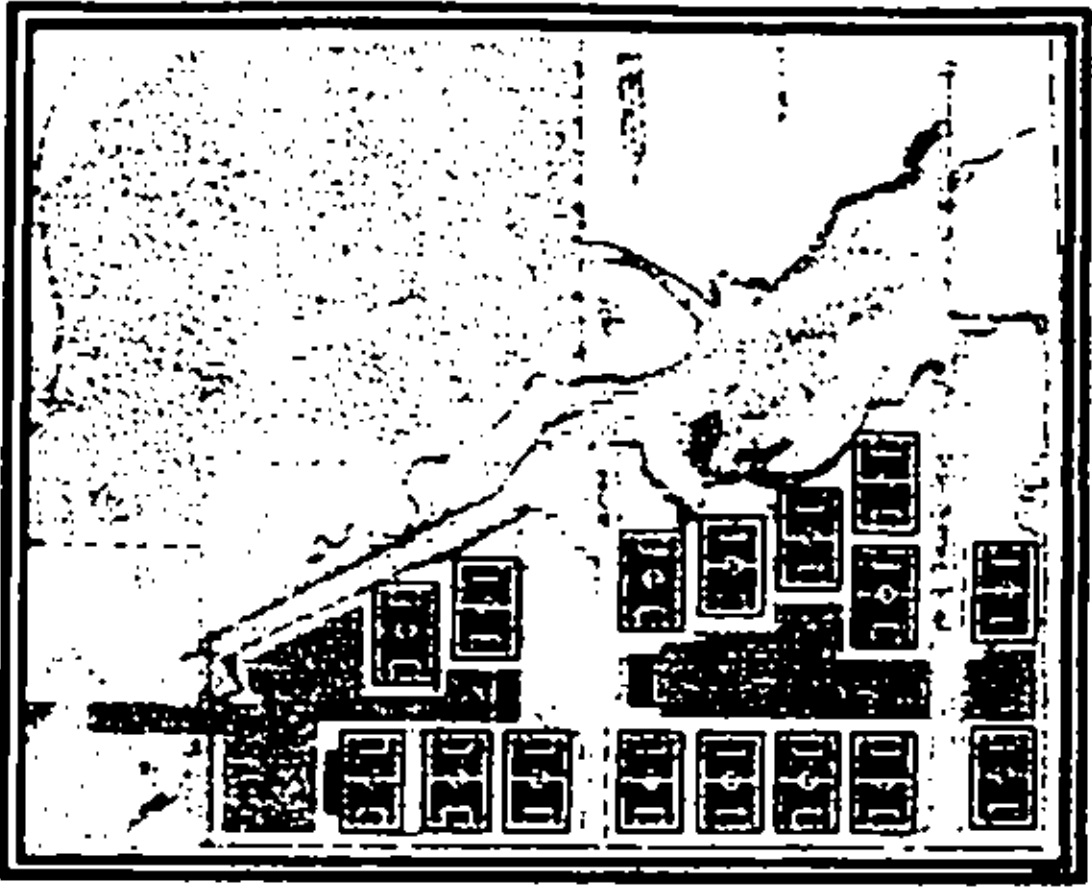
8/13/02

LOT 1, BLOCK 4, MAPLE TERRACE SUBDIVISION, PHASE I			
CITY FAYETTEVILLE	COUNTY WASHINGTON	STATE ARKANSAS	SCALE 1" = 30'
© US INFRASTRUCTURE, INC. CONSULTING ENGINEERS SPRINGDALE, ARKANSAS	DRAWN BY WWP	CHECKED BY TWC	DATE AUGUST 13, 2002

Tentative Plans for the Proposed

SOCCER COMPLEX

On City Property at the north portion of the
Wilson Spring Park



Proposed

SOCCER COMPLEX

On City Property at the north portion of the
Wilson Spring Park

- 16 Full Size Soccer Fields with the capability to be converted into smaller fields for youth games.
- Stadium with offices, concession area, Pro-shop, locker rooms, and storage.
- Picnic Areas
- 1.4 mile Nature Trail
- Exercise Stations
- Concessions & Restrooms.
- Environmental Education Station

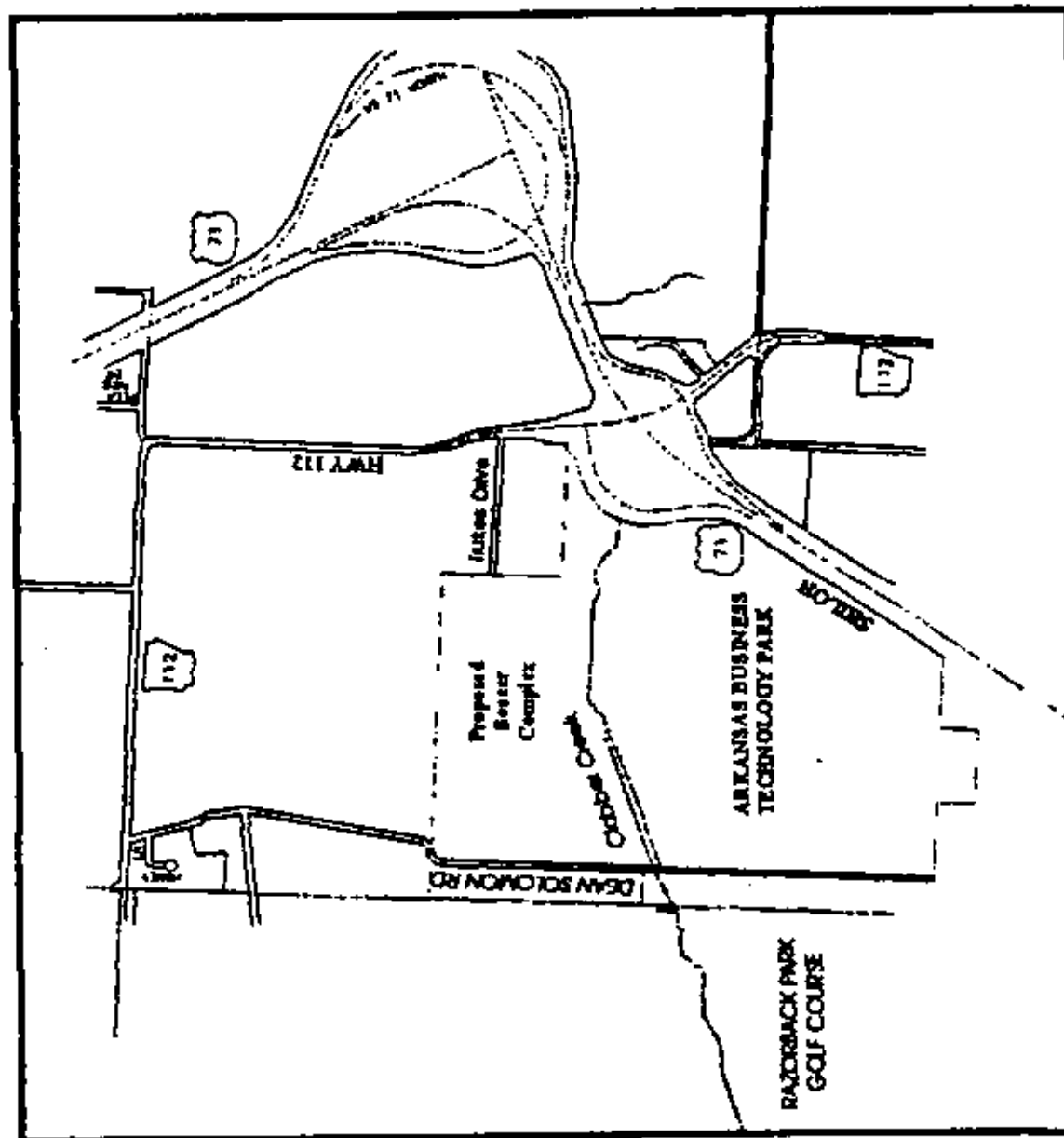
Fayetteville has strong and growing soccer programs. There are over 1800 soccer players in Fayetteville alone. In facilities, however, Fayetteville falls short, compared to other communities, regionally and nationally. Teams continually struggle to find places to practice and play. Facilities are needed to meet the needs of the Fayetteville soccer community. Quality facilities would also attract groups and events that would contribute significant revenues to Fayetteville.

A location, in the north portion of the proposed Technology Park site, is available and offers adequate space, convenient access, and lends itself to becoming not only a quality soccer complex, but a recreational facility for the community. This can be accomplished while preserving the environment of the area.

The Arkansas Comets Soccer Club Inc. is a non-profit organization with 501-C3 status, whose overall goal is to develop great people through soccer. The Comets Club is designed for dedicated soccer players, both boys and girls, in age groups from under 11 through under 19. The Comets recognize that critical prerequisites to any competitive soccer program are strong recreational and scholastic programs. The Comets are committed to promoting soccer at all levels and striving to improve the quality of soccer in Arkansas. For this reason the Arkansas Comets Soccer Club will be representing soccer and the community at large and will act as a catalyst to begin the process which will lead to the ultimate goal of a

completed soccer complex. To accomplish this goal, the Comets hope to develop partnerships with all soccer entities in the community: recreational; competitive; scholastic; amateur; Olympic development; coaching schools; camps; and clinics. In addition, we wish to involve: city, county, and state governments; businesses, hotels, motels, and restaurants; vendors and merchants; the University and public schools; environmental groups; and other interested parties.

The soccer complex will be utilized by the community for trails, picnics, playground, concerts, and other sporting and recreational events.



Funding Sources for Development

The Arkansas Comets will apply for: soccer, private, national, state, local and foundation grants to secure funds for development of the complex.

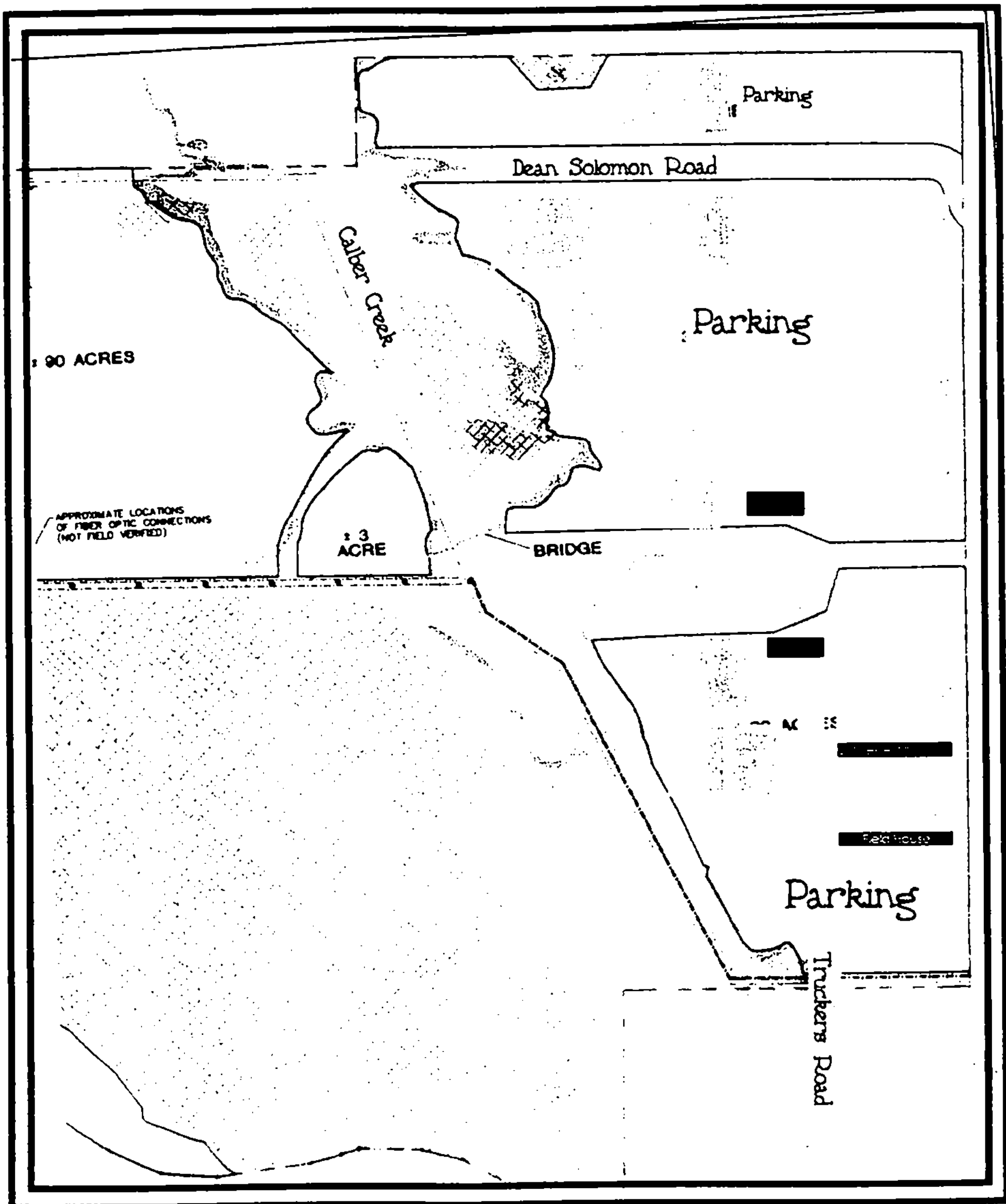
Funding Sources for Maintenance and Management

- Player/team usage fees
- Field use/league fees
- Events/tournaments
- Advertising
- Corporate sponsorships
- HMR tax – portion to be reinvested in facility
- City contribution - maintenance, utilities
- Higher Education -turf management students, resources, labor
- Concessions – drinks and food contracts
- Pro shop, novelty items
- Parking fees
- Other events - All-sports camp, national fitness program
- United Way

Your support is needed to help accomplish this goal. This is a great opportunity to meet the soccer and recreational needs of the community.

Tentative Plans for the Proposed Wilson Spring Soccer Park

Soccer Proposal
C. 5. Page 3



Background and History

Fayetteville Soccer Association

FSA- Recreational Program

Comets- Classic

Woodland Soccer Club- Jr. High Soccer (Scholastic)

Fayetteville High School Soccer (Scholastic)

The Comets.

Started as a member of FSA in 1993, but was forced to leave in 1995 along with the Jr. High and High School Program.

The Comets Program is dedicated to player development, preparing Players to play at the next level. (High School, College)

The Comets Now

- The Comets Field 17 Teams (9 Boys, 7 Girls 1 Coed) About 350 Kids.
- More than 50% of the Club Budget is made up through fundraising, sponsorships, and tournaments.
- Full time Director of Coaching / Administrator.
- The Club Supports paid Coaching Staff.
- Ranked in the Top 50 Soccer Clubs In the Country.
- Placed over 50 players in the last 3 years in college soccer programs. (Estimated scholarship value of over \$1.2 million.)
- First Class Web Site loaded with information to help parents and players to stay informed and connected. *arkansascomets.com*
- The Comets offers Full or partial Scholarship to every kid or Family who is unable to meet the financial commitment of the club.
- The Comets Host the largest and most prestigious tournament in Arkansas
Average 140 Teams From 8 States.
Over 1500 Hotel Rooms are utilized during the two-day event.
Over 300 Comets families, local and national businesses, donate time and money to put on a first class event.
(Estimated revenue to the community of \$1.0 million)
- The Comets Club is a Non-for profit organization with 501C3 designation.

**Other Clubs like the Comets with Regional and National exposure charge in the range of \$800 - \$2500 per player.*

Hotel	address	city	phone	FAX	#rms	#booked	#left
Best Western Bentonville Inn	2307 SE Walton Blvd	Bentonville	479-273-9727	273-1763	28	0	28
Clarion	211 SE Walton Blvd	Bentonville	479-464-4600	464-4204	45	0	45
Comfort Inn	3609 Moberly Lane	Bentonville	479-271-9400	271-9400	40	0	40
Courtyard by Marriott	1001 McClain Rd	Bentonville	479-273-3333	273-3877	87	32	55
Days Inn & Suites	3408 Moberly Ln	Bentonville	479-271-7900	271-7977	35	0	35
Hilton Garden Inn	2204 SE Walton Blvd	Bentonville	479-464-7300	464-7377	63	52	11
Holiday Inn Express	2205 SE Walton Blvd	Bentonville	479-271-2222	271-2227	83	51	32
Quality Inn & Conference Center	1209 N Walton Blvd	Bentonville	479-273-2451	273-2451	15	0	15
Sleep Inn	215 SE Walton Blvd	Bentonville	479-464-4400	464-4204	45	36	9
SpringHill Suites	2304 SE Walton Blvd	Bentonville	479-273-1818	273-5529	20	0	20
Super 8	2301 SE Walton Blvd	Bentonville	479-273-1818	273-5529	52	39	13
Best Western Windsor Suites	1122 S Fulcrall Dr	Fayetteville	479-587-1400	587-8630	85	34	51
Clarion	1255 S Shiloh Dr	Fayetteville	479-521-1166	521-1204	40	37	3
Fairfield Inn	720 Millsap Rd	Fayetteville	479-587-8600	587-8600	55	52	3
Hampton Inn	735 S Shiloh Dr	Fayetteville	479-444-6006	442-9857	53	53	0
Holiday Inn Express	1251 N Shiloh Dr	Fayetteville	479-443-4351	444-8034	36	0	36
Motel 6	2980 N College	Fayetteville	479-443-4351	444-8034	50	18	22
Quality Inn	523 S Shiloh Dr	Fayetteville	479-442-5555	442-2105	40	17	23
Radisson	70 N East Ave	Fayetteville	479-442-5555	442-2105	40	0	40
Ramada	3901 N College Dr	Fayetteville	479-442-3041	442-0744	40	0	40
Red Roof Inn	1000 Fulcrall Dr	Fayetteville	479-587-8700	587-8700	44	44	0
Sleep Inn	728 Millsap Rd	Fayetteville	479-521-8866	521-8866	68	68	0
Super 8	1075 S Shiloh Dr	Rogers	479-633-8555	633-8333	20	15	5
Amerisuites	4610 W Walnut	Rogers	479-636-2783	636-2773	57	56	1
Candlewood Suites	4601 W Rozell	Rogers	479-986-0500	986-9696	50	14	36
Hampton Inn	4501 W Walnut	Springdale	479-751-2626	751-0075	60	0	60
Baymont Inn & Suites	1300 S 48th St	Springdale	479-751-6700	751-6700 x301	40	18	22
Best Western Heritage	1395 W Sunset	Springdale	479-751-7200	756-2900	26	18	8
Comfort Inn	4540 W Sunset	Springdale	479-756-6101	756-6101	40	30	10
Days Inn & Suites	4677 W Sunset	Springdale	479-872-1490	872-1594	35	31	4
Executive Inn	2005 S Hwy 71B	Springdale	479-756-6101	756-6101	100	67	33
Extended Stay America	5000 Luvene Ave	Springdale	479-751-8300	751-4640	32	32	0
Hampton Inn & Suites	1700 S 48th	Springdale	479-751-8300	751-4640	1514	784	730
Holiday Inn	1500 S 48th	Springdale	479-751-8300	751-4640			
Residence Inn							
Total							

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

FBO HANGAR
Construction

For the Fayetteville City Council meeting of
FROM:

10/01/02

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED:

Approval of Construction Contract, including a 10% contingency. Signature of the Mayor. FBO Hangar Const. Project.

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Bids to be opened 9/28

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
Fayetteville City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: September 12, 2002
SUBJECT: Corporate Ramp Project

Background:

We have been working on the plans and specifications for the new FBO hangar for the last six months. All hangars on the airport are full. To continue expansion we need some place for new tenants to locate their aircraft. The FBO hangar will hold approximately 20 small aircraft and fewer aircraft depending on size and combinations. DHL has expressed interest in a heated hangar for periods of severe weather. Many corporate pilots have expressed similar interest. Our survey found 37 pilots, 25 % of those responding, interested in a heated hangar. This facility is the next step in the rebirth of the Fayetteville Municipal Airport, Drake Field as the premiere general aviation airport in Northwest Arkansas.

Purpose: Review and acceptance of the lowest responsive bid for the construction of the new FBO Hangar.

Budget Considerations: Budget estimate is \$679,215 of which \$200,000 is a State of Arkansas grant.

Requested Action: Approve the award of the lowest responsive bid and Mayor sign the contract for construction.

Attachments: Staff Review Form

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

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

Corp. Ramp
Construction

For the Fayetteville City Council meeting of
FROM:

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED:

Approval of Construction Contract, including a 10% contingency. Signature of the Mayor. Corporate Ramp Const. Project.

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Bids to be opened 9/28/02.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
Fayetteville City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: September 12, 2002
SUBJECT: Corporate Ramp Project

Background:

Early this year we began planning for the Corporate Ramp where Flying Investments, Inc. and Don Nelms have leased space for new corporate hangars. This is the same area where we will construct the new FBO hangar. We presented the project to the State of Arkansas for support and received a grant for \$166,600 toward the project. Initial estimate for the project was a total of \$205,670. Current working estimates are between \$500,000 and \$700,000 depending on what is found during the initial removal of the parking lot and entry road. We have made preliminary contact with the State and funds are available. We will apply for additional funding support once we have the bid.

Purpose: Review and acceptance of the lowest responsive bid for the construction of the new Corporate Ramp.

Budget Considerations: Airport share of the revised grant estimated to be between \$200,000 and \$400,000 depending on the bids received. We will apply for the additional State support once we have the bids.

Requested Action: Approve the award of the lowest responsive bid and Mayor sign the contract for construction.

Attachments: Staff Review Form

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

Monday, September 30, 2002

**FINAL AGENDA • CITY COUNCIL
OCTOBER 1, 2002**

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.



PUBLIC WORKS REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. **MOTOROLA:** A resolution awarding a contract to Motorola in the amount of \$52,118.05 to add a radio console in the 9-1-1 Dispatch Center.
3. **ARKANSAS FORESTRY GRANT:** A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. **WALKER PARK:** A resolution awarding RFP 02-13 for Walker Park north playground to Arkome Playgrounds and Supply, LLC in the amount of \$60,000.
5. **SKATE PARK:** A resolution awarding Bid 02-42 and approval of a contract with C-TEC, Inc. in the amount of \$325,884 plus a project contingency of \$32,586 for a total cost of \$358,472, and approval of a budget adjustment for construction of a skate park at Walker Park.

B. OLD BUSINESS

1. **RZN 02-23.00:** An ordinance approving rezoning request RZN 02-23.00 as submitted by Jerry Kelson of Creston Tull and Associates on behalf of Lindsey Management Co. for property located north of Old Farmington Road and east of Futrell. 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 tabled on the first reading at the September 17, 2002 meeting.
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 Rediff Corporation in the not-to-exceed amount of \$198,408; approval of an engineering contract contingency in the amount of \$20,000 and approval of a budget adjustment. The item was tabled at the September 17, 2002 meeting.
3. **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. The ordinance was left on the first reading at the September 17, 2002 meeting.
4. **RAZE AND REMOVAL:** A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-27.00:** An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Lerwyn Edens for property located southeast of Wedington Drive and Brooke Lane. The property is zoned A-1, Agricultural and contains approximately 6.10 acres. The request is to rezone to RMF-8, Low Density Multi-Family Residential.
2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance.
3. **RIGHT-OF-WAY DEDICATION:** A resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.

NORTHWEST ARKANSAS EDITION
Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

I, Marian 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 was inserted in the regular editions on
9/30/02.

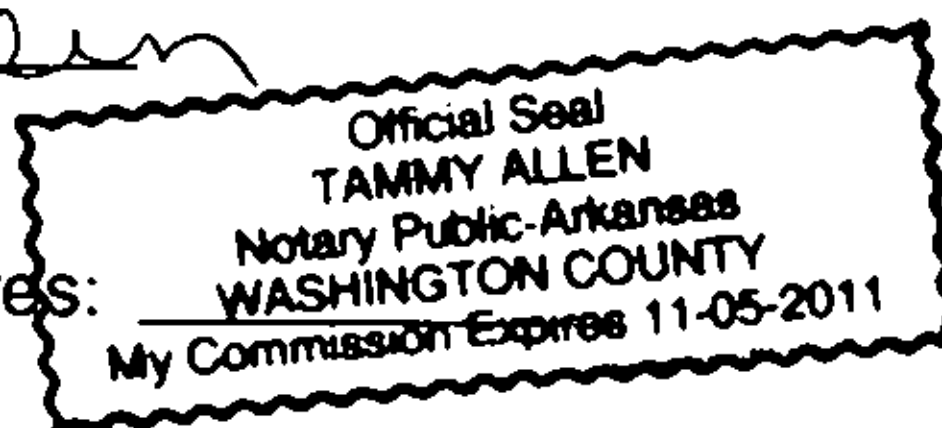
** Publication Charge: \$ 141.65

Subscribed and sworn to before me this

30 day of September, 2002.

Tammy Allen
Notary Public

My Commission Expires:



** Please do not pay from Affidavit.
An invoice will be sent.

FINAL AGENDA • CITY COUNCIL
OCTOBER 1, 2002

A meeting of the Fayetteville City Council will be held on October 1, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.



City of Fayetteville

PUBLIC WORKS REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. MOTOROLA: A resolution awarding a contract to Motorola in the amount of \$52,118.06 to add a radio console in the 9-1-1 Dispatch Center.
3. ARKANSAS FORESTRY GRANT: A resolution approving a 50/50 matching grant for \$20,000 to install Structural Soil for the Dickson Street Enhancement project. The grant is through the Arkansas Forestry Commission. In addition, approval of a budget adjustment.
4. WALKER PARK: A resolution awarding RFP 02-13 for Walker Park north playground to Arkome Playgrounds and Supply, LLC in the amount of \$60,000.
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B. OLD BUSINESS

1. 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 Undsay Management Co. for property located north of Old Farmington Road and east of Futrell. 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 tabled on the first reading at the September 17, 2002 meeting.
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, Wills, and Ratliff Corporation in the not-to-exceed amount of \$188,408; approval of an engineering contract contingency in the amount of \$20,000 and approval of a budget adjustment. The item was tabled at the September 17, 2002 meeting.
3. 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. The ordinance was left on the first reading at the September 17, 2002 meeting.
4. RAZE AND REMOVAL: A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3848. The item was tabled at the May 7, 2002 meeting.

C. NEW BUSINESS

1. RZN 02-27.00: An ordinance approving rezoning request RZN 02-27.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Larwyn Edens for property located southeast of Wedington Drive and Brooke 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.
2. OUTDOOR MUSIC ESTABLISHMENT: An ordinance creating Use Unit 35, Outdoor Music Establishment, in Chapter 162, Use Conditions, and adding Use unit 35 to C-1, C-2, C-3, and C-4 zoning districts in Chapter 161, Zoning Regulations, of the Unified Development Ordinance.
3. RIGHT-OF-WAY DEDICATION: A resolution reducing the right-of-way dedication from Wedington's street centerline and Betty Jo Drive's centerline to 43' on Wedington Drive (a 12' reduction) and 25' on Betty Jo Drive (a 10' reduction) as submitted by Charles Nickle and Robert Nickle for property located between Marvin Avenue and Betty Jo Drive south of Wedington Drive.