FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA (revised)
CITY COUNCIL
FEBRUARY 20, 2001

A meeting of the Fayetteville City Council will be held on February 20, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the February 6, 2001 City Council Meetings.

2. **SW BELL:** A resolution approving an easement consisting of 400 sq. ft. for Southwestern Bell to install additional fiber optic equipment. The easement will be adjacent to an existing SW Bell easement which was granted in 1995 for a sum of $500. This new easement will have a one time fee of $1,000.

3. **PARK RENOVATION:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for the design and construction supervision of the renovation of Wilson and Walker Park tennis and basketball courts.

4. **TCA CABLE:** A resolution approving an extension with TCA Cable Partners to temporarily operate the cable communications system until April 30, 2001.

5. **OLD MISSOURI ROAD:** A resolution approving an engineering services contract in the not-to-exceed amount of $256,420 with Garver Engineers for the design and construction administration for improvements to Old Missouri Road from intersection with Rolling Hills north to the Mud Creek Bridge.

6. **ADDITIONAL PERSONNEL:** A resolution authorizing additional personnel for the Engineering Division and the City Clerk/Treasurer Division.

7. **BLOCK GRANT:** A resolution approving a budget adjustment to accept the 2000 Local Law Enforcement Block Grant.

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

8. **AD 00-47:** A resolution amending the City's Master Street Plan by removing the current line on the map that indicates the Eastern Bypass and show a corridor that is the same as the Northwest Arkansas Regional Planning Commission's 2025 Transportation Plan and the Northwest Arkansas Regional Transportation's Major Investment Study.

B. OLD BUSINESS

C. NEW BUSINESS

1. **PARKS AND RECREATION BOARD:** An ordinance approving an amendment to the Code of Fayetteville Section 33.018 requiring the Parks and Recreation Advisory Board to be composed of eight members appointed by the City Council.

2. **TROLLEY BUS:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of used diesel powered passenger vehicles to be utilized by the Fayetteville Trolley Program.

3. **RZ 98-22:** An ordinance approving an amendment to the Bill of Assurance to provide for use of a metal fence on that property described in RZ 98-22, approved in Ordinance #4175 and amended in Ordinance #4184, submitted by Richard Osborne on behalf of Littlefield Investment Company.

4. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue).

5. **AD 00-45:** An ordinance approving Administrative Request, AD 00-45, as submitted by Laura Kelly on behalf of the Fayetteville Sidewalk and Trail Committee for Bike Parking Ordinance.

6. **AD 00-49:** A resolution approving an amendment to the City's Master Street Plan by eliminating the requirement for dedication of right-of-way for designated freeways/expressways.

7. **SANITARY SEWER REHAB:** A resolution approving a construction contract with T-G Excavating Contractors, Inc. for sanitary sewer rehabilitation, Illinois Basin 6, 9, 12, and 16, in the amount of $1,100,000 and approve a 5% contingency of $55,000.

8. **SANITARY SEWER EVALUATION STUDY:** A resolution approving an engineering contract with RJN Group, Inc. for a sanitary sewer evaluation study for Illinois River Basin 1-5, 18, 19 and White River minisystem 27 (Industrial Park), in the amount of $471,231, and approval of a 5% contingency in the amount of $23,562.

9. **MOSS AND BARNETT:** A resolution authorizing the extension of the engagement agreement with Moss and Barnett to allow for further negotiation of a franchise agreement until said task is complete and approving an amount not to exceed $20,000 to cover expenses for legal services and travel expenses.

10. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes.

11. **CITY BOARDS AND COMMISSIONS:** A resolution establishing criteria, rules and regulations for appointment to the city boards and commissions.

12. **JERRY ROSE:** Farewell address.

City Council 2/20/01

	Roll		BD RZ Consent		
Zurcher			✓		
Trumbo			✓		
Davis			✓		
Santos			✓		
Jordan			✓		
Reynolds			✓		
Theil			✓		
Young			✓		
Coody			7-0-		

P&R BRD	KS 2ND BD	KS 3RD RZ	PASS	motion to approve CRAIG KS Theil	
Zurcher	✓	✓	✓	✓	
Trumbo	✓	✓	✓	✓	
Davis	✓	✓	✓	✓	
Santos	✓	✓	✓	✓	
Jordan	✓	✓	✓	✓	
Reynolds	✓	✓	✓	✓	
Theil	✓	✓	✓	✓	
Young	✓	✓	✓	✓	
Coody					
	7-0.	7-0	7-0.	6-0.	

TROLLEY.	BD KS. 2ND	CJ. 3RD	PASS		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Theil	✓	✓	✓		
Young	✓	✓	✓		
Coody					
	8-0.	8-0.	8-0		

RZ 98-22	# RZ. 2ND	# RZ. 3RD	PASS		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Theil	✓	✓	✓		
Young	✓	✓	✓		
Coody					
	7-0.	7-0.	7-0		

VA 01-1					
Zurcher					
Trumbo					
Davis					
Santos					
Jordan					
Reynolds					
Theil					
Young					
Coody					

Amend H 4543. 3/8

E.S.15 15 Amend.

AD 00-45	KS LJ.	KS LJ.	KS BD. 2ND	KS LJ. 3RD	Amend Small BD. LJ. PASS
Zurcher	✓	✓	✓	✓ ✓	✓
Trumbo	✓	✓	✓	✓ ✓	✓
Davis	✓	✓	✓	✓ ✓	✓
Santos	✓	✓	✓	✓ ✓ ✓	✓
Jordan	✓	✓	✓	✓ ✓	✓
Reynolds	✓	✓	✓	✓	✓ ✓
Theil	✓	✓	✓	✓ ✓	✓
Young	✓	✓	✓	✓ ✓	✓
Coody					

3-0. 8-0. PASS

AD 00-49	ICS RR.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Theil	✓				
Young	✓				
Coody					

20.

S.S. REHAB	KS RR.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Theil	✓				
Young	✓				
Coody					

80.

S.S. EVAL STUDY.	BP LJ.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Theil	✓				
Young	✓				
Coody					

8-0.

MDSS Barnett.	BP KS.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Theil	✓				
Young	✓				
Coody					

8-0

Civil Service					
Zurcher					
Trumbo					
Davis					
Santos					
Jordan					
Reynolds					
Theil					
Young					
Coody					

amend

Cty Bnd Commissions	BD KS.	KS RR			
Zurcher	✓	✓			
Trumbo	—	✓			
Davis	—	✓			
Santos	—	✓			
Jordan	—	✓			
Reynolds	—	✓			
Theil	—	✓			
Young	✓	✓			
Coody					

6-2-0. 7-1-0

adj. 8:50.

FINAL AGENDA
CITY COUNCIL
FEBRUARY 20, 2001

Instructions:

1. Remove Item A.4, Moss and Barnett from the Consent Agenda and place under New Business, Item C.9.

2. Move Item A.5., TCA Cable, up to number A.4.

3. Remove Item A.6., Sanitary Sewer Rehab, from Consent Agenda and place under New Business, Item C. 7.

4. Remove Item A.7., Sanitary Sewer Rehab, from Consent Agenda and place under New Business, Item C.8.

5. Move Item A.8, Old Missouri Road, up to A.5.

6. Move New Business Item C.8, Additional Personnel, to the Consent Agenda, number A.6.

7. Add Block Grant (Attached information) to Consent Agenda, number A.7.

8. Move New Business Item C.6., AD 00-47, to the Consent Agenda, number A.8.

9. Move New Business Item C.7., AD 00-49, up to New Business, C.6.

10. Remove New Business Item C.9., Research and Technology Park from the agenda.

11. Add Civil Service ordinance New Business, number C.10.

12. Add City Boards and Commissions resolution to New Business, number C.11.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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CITY COUNCIL
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STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

Approved

1. **APPROVAL OF THE MINUTES:** Approval of the February 6, 2001 City Council Meetings.

16-01

2. **SW BELL:** A resolution approving an easement consisting of 400 sq. ft. for Southwestern Bell to install additional fiber optic equipment. The easement will be adjacent to an existing SW Bell easement which was granted in 1995 for a sum of $500. This new easement will have a one time fee of $1,000.

17-01

3. **PARK RENOVATION:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for the design and construction supervision of the renovation of Wilson and Walker Park tennis and basketball courts.

18-01

4. **TCA CABLE:** A resolution approving an extension with TCA Cable Partners to temporarily operate the cable communications system until April 30, 2001.

19-01

5. **OLD MISSOURI ROAD:** A resolution approving an engineering services contract in the not-to-exceed amount of $256,420 with Garver Engineers for the design and construction administration for improvements to Old Missouri Road from intersection with Rolling Hills north to the Mud Creek Bridge.

20-01

6. **ADDITIONAL PERSONNEL:** A resolution authorizing additional personnel for the Engineering Division and the City Clerk/Treasurer Division.

21-01

7. **BLOCK GRANT:** A resolution approving a budget adjustment to accept the 2000 Local Law Enforcement Block Grant.

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

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22-01

B. OLD BUSINESS

C. NEW BUSINESS

1. **PARKS AND RECREATION BOARD:** An ordinance approving an amendment to the Code of Fayetteville Section 33.018 requiring the Parks and Recreation Advisory Board to be composed of eight members appointed by the City Council. 4290

PASS
+ CRAIG M- P&RAB

2. **TROLLEY BUS:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of used diesel powered passenger vehicles to be utilized by the Fayetteville Trolley Program.

PASS 4291

3. **RZ 98-22:** An ordinance approving an amendment to the Bill of Assurance to provide for use of a metal fence on that property described in RZ 98-22, approved in Ordinance #4175 and amended in Ordinance #4184, submitted by Richard Osborne on behalf of Littlefield Investment Company.

PASS 4292

4. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue).

left on 1st reading

5. **AD 00-45:** An ordinance approving Administrative Request, AD 00-45, as submitted by Laura Kelly on behalf of the Fayetteville Sidewalk and Trail Committee for Bike Parking Ordinance.

PASS 4293

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6. **AD 00-49:** A resolution approving an amendment to the City's Master Street Plan by eliminating the requirement for dedication of right-of-way for designated freeways/expressways.

PASS 23-01

7. **SANITARY SEWER REHAB:** A resolution approving a construction contract with T-G Excavating Contractors, Inc. for sanitary sewer rehabilitation, Illinois Basin 6, 9, 12, and 16, in the amount of $1,100,000 and approve a 5% contingency of $55,000.

PASS 24-01

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PASS 25-01

9. ✓ **MOSS AND BARNETT:** A resolution authorizing the extension of the engagement agreement with Moss and Barnett to allow for further negotiation of a franchise agreement until said task is complete and approving an amount not to exceed $20,000 to cover expenses for legal services and travel expenses.

PASS 26-01

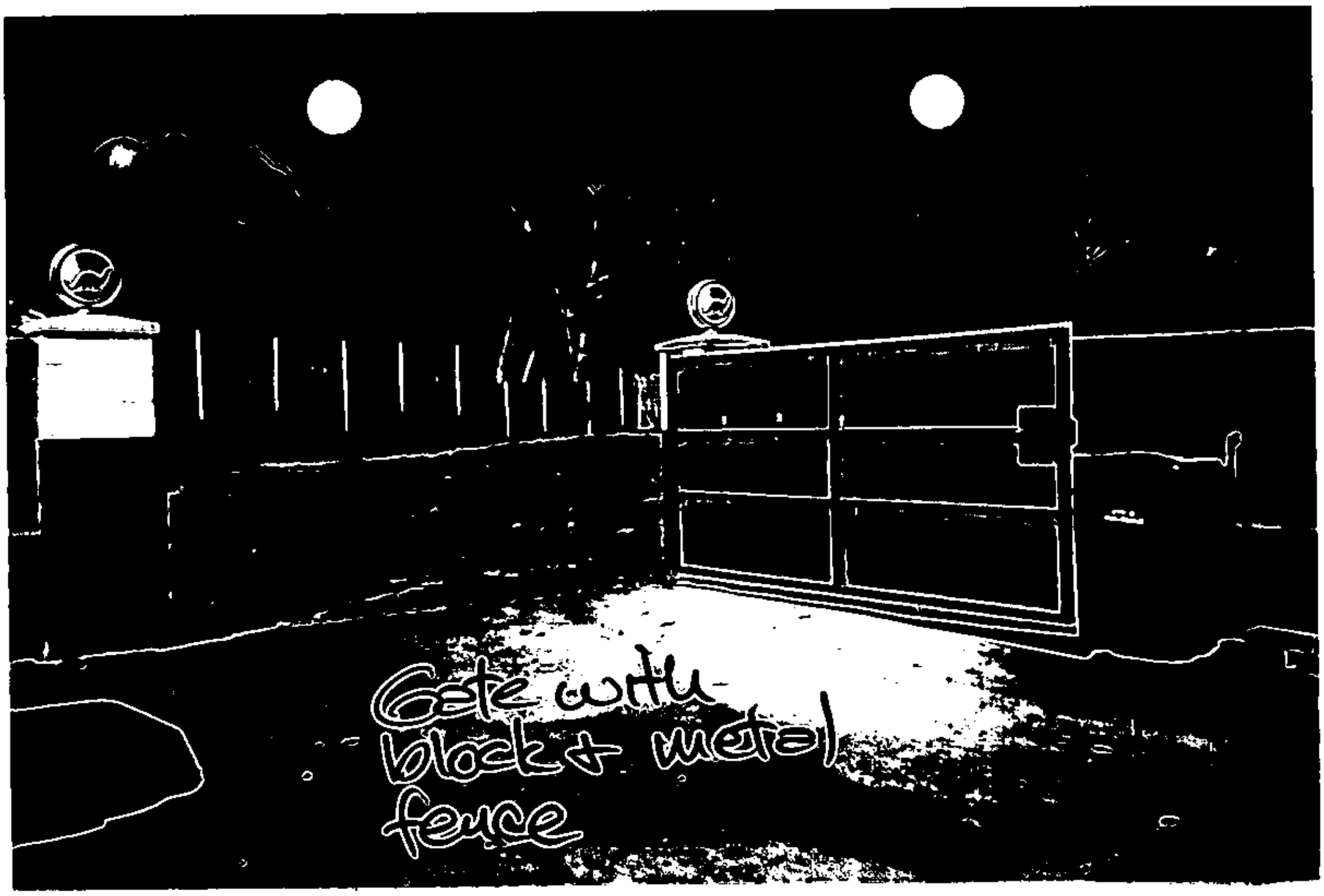
10. ✓ **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes. Could a invited Civil Servies to Agenda Session.

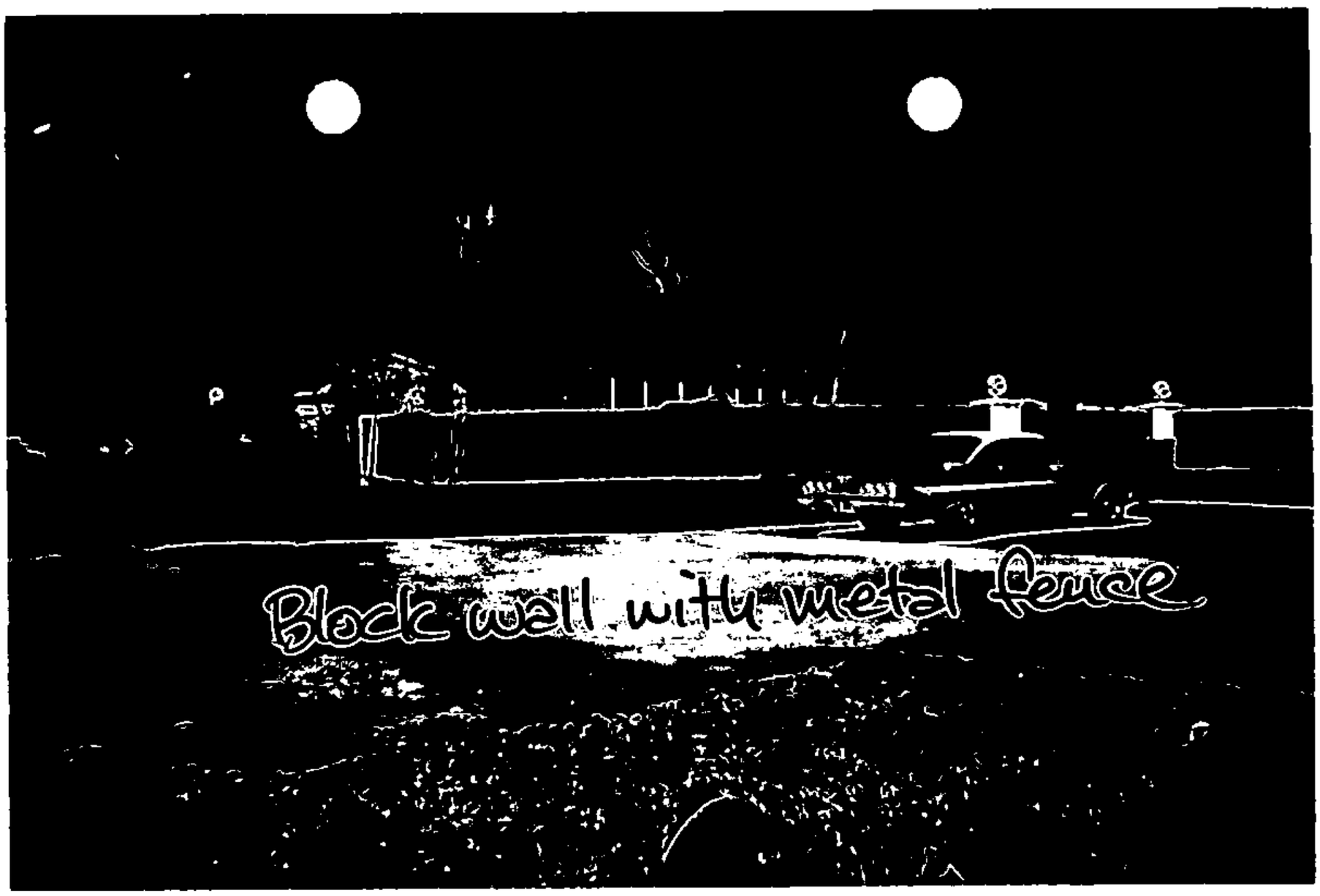
Mtg 1st m

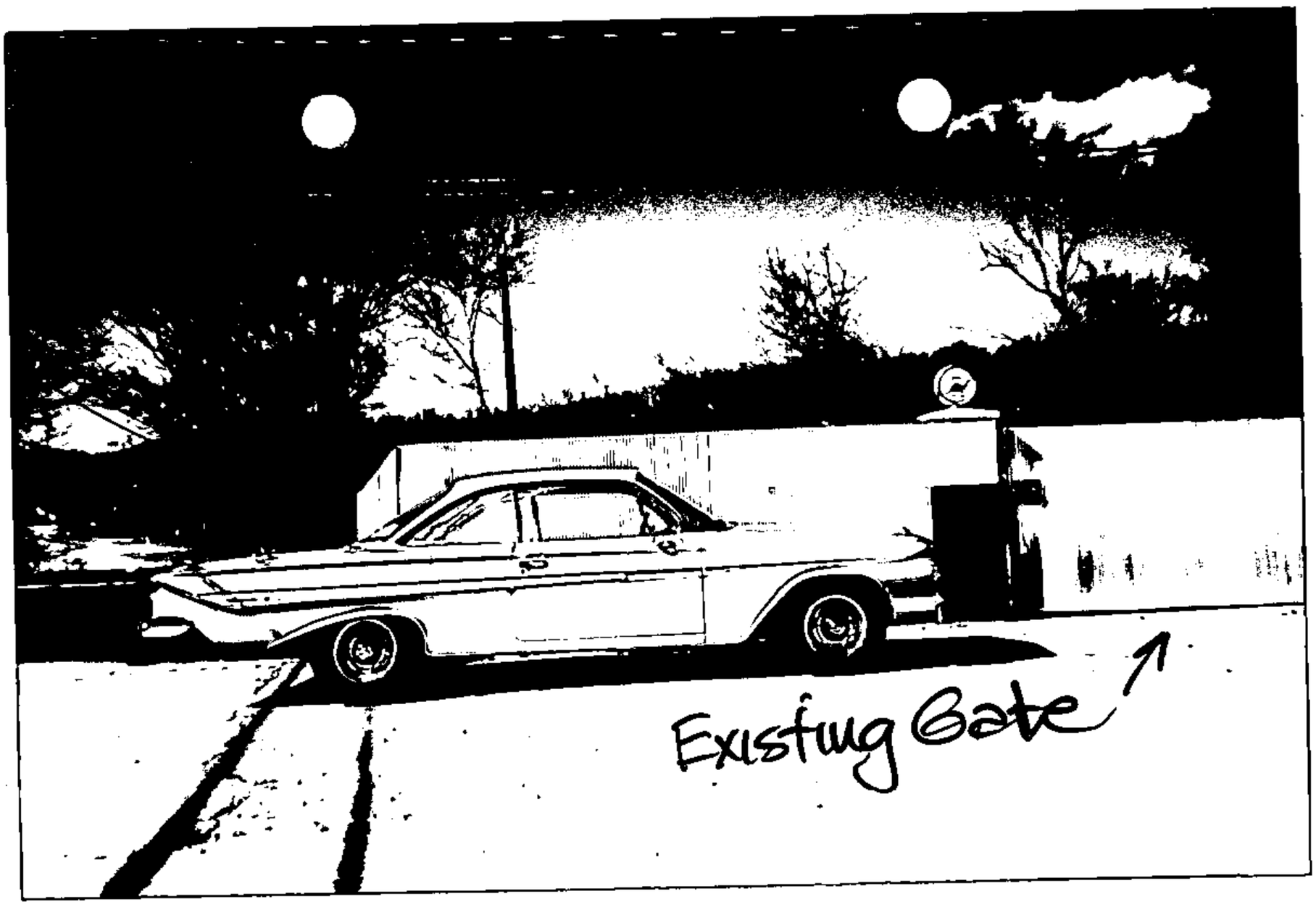
11. **CITY BOARDS AND COMMISSIONS:** A resolution establishing criteria, rules and regulations for appointment to the city boards and commissions.

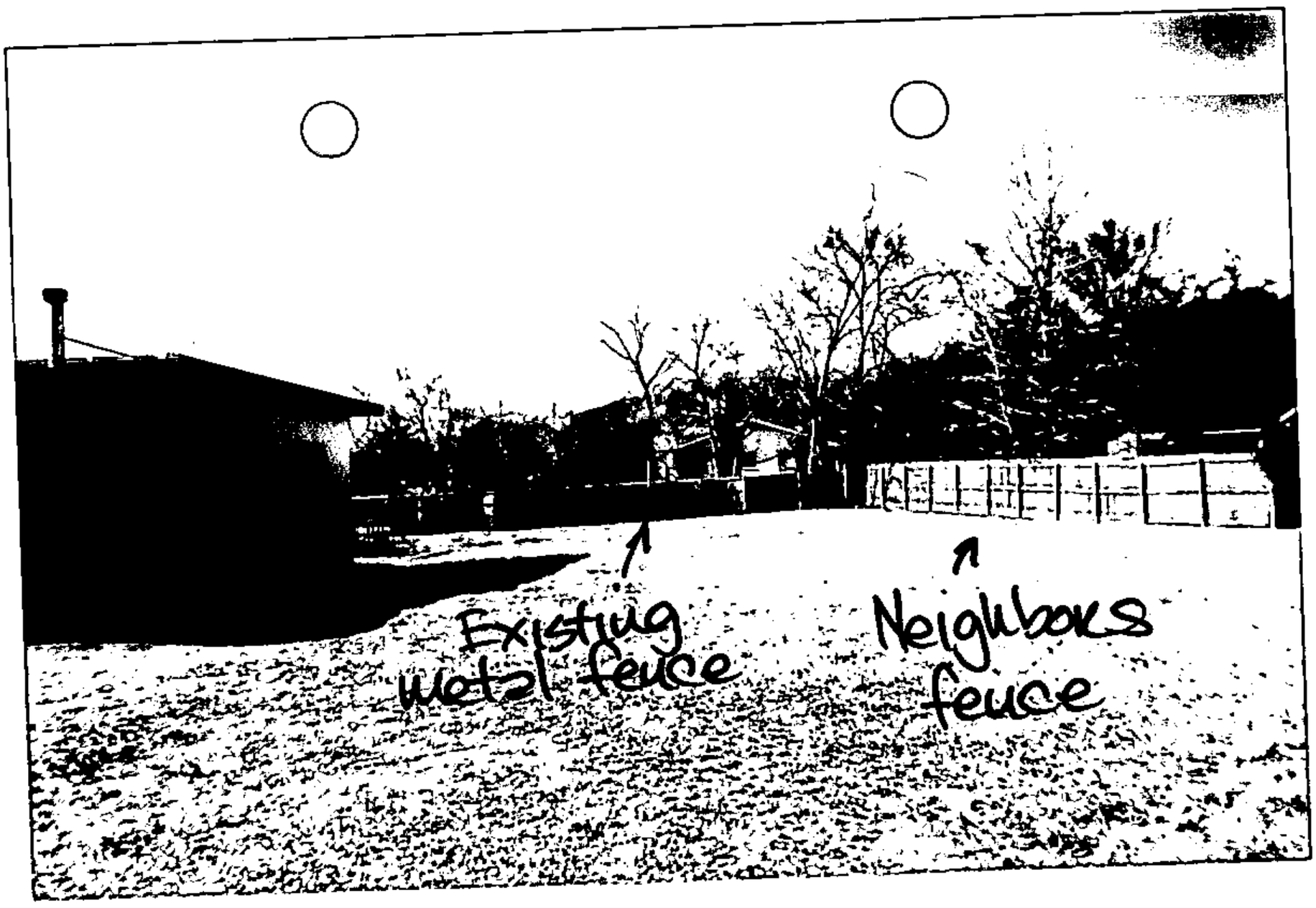
PASS 27-01

12. **JERRY ROSE:** Farewell address.

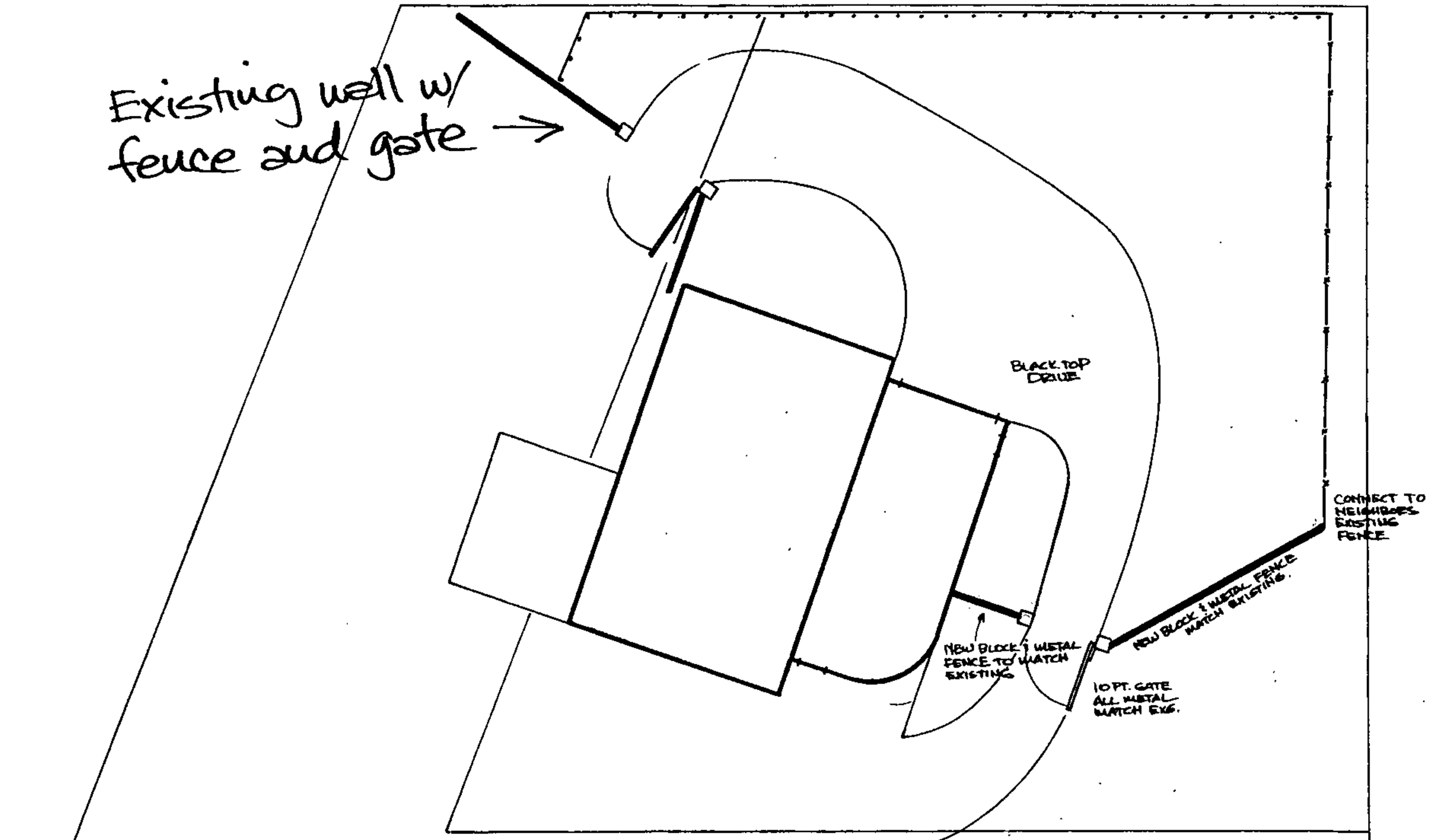

Gate with
block + metal
fence


Block wall with metal fence


Existing Gate


Existing metal fence
Neighbors fence

Existing wall w/ fence and gate →



+highlighted area – proposed block and metal fence to match existing fence & gate – blockwork is 3 block high base with 6' treated lumber and corragated metal face.

Existing Gate

Existing metal fence
Neighbors fence

Gate with block + metal fence

Block wall with metal fence

February 13, 2001

AGENDA SESSION
CITY COUNCIL
FEBRUARY 20, 20001

New Items

1. **Civil Service Commission:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes.

2. **City Boards and Commissions:** A resolution establishing criteria, rules and regulations for appointment to the city boards and commissions.

Other

1. Remove Item C.9, Research and Technology Park.

Consent. (Grant acceptance. Police.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of February 20, 2001

FROM:

John McGuire		Administrative Services
Name	Division	Department

ACTION REQUIRED: Refund of purchase price of Lot 1, Research & Technology Park, Fayetteville, AR, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments - 530 No. College Ave., Fayetteville, AR 72701, for adjoining property.

COST TO CITY:

$134,256.63	$ N/A	(Commerce Park North) Land-Research & Technology Park
Cost of this Request	Category/Project Budget	Category/Project Name
	$ N/A	
Account Number	Funds Used to Date	Program Name
	$ N/A	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___Budgeted Item _X_Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

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

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Cache Investments
530 N. College Ave
Fayetteville AR. 72701

DATE	PAYEE	CK #	PURPOSE	AMOUNT
3/23/99	Arkansas Capital Corporation	6286	Good Faith $	$2,500.00
9/7/99	Robert Sharp, Architect	6817	Architect fees	$637.43
11/18/99	Nickel Hill Group	2055	Earnest $ for land	$500.00
11/22/99	Carter & Hodges	2070	Engineering fees	$1,500.00
1999	Other (in GL-looking for documentation)			$1,946.23
1/14/00	City of Fayetteville	2238	Grading Permit	$200.00
1/14/01	City of Fayetteville	2239		$800.00
1/14/01	City of Fayetteville	2240	Tree Preservation	$120.00
2/15/01	Carter & Hodges	2317	Engineering fees	$2,815.32
2/24/00	Carter & Hodges	2334	Engineering fees	$2,815.32
3/2/00	Carter & Hodges	1272		$111.96
3/8/00	Robert Sharp, Architect		Architect fees	$196.46
4/5/00	Robert Sharp, Architect		Architect fees	$2,954.25
4/12/00	Associated Appraisers, Inc		Appraisal	$1,250.00
3/31/00	Robert Sharp, Architect	2412	Architect fees	$4,855.32
4/20/00	Bank of Fayetteville	transfer	Interest Payment	$677.44
5/12/00	Bank of Fayetteville	transfer	Interest Payment	$660.92
6/12/00	Robert Sharp, Architect	1001	Architect fees	$3,000.00
6/12/00	Bank of Fayetteville	transfer	Interest Payment	$695.07
7/12/00	Bank of Fayetteville	transfer	Interest Payment	$677.44
7/20/00	Robert Sharp, Architect	1003	Engineering fees	$3,000.00
8/9/00	Carter & Hodges	1004	Engineering fees	$1,000.00
9/7/00	Robert Sharp, Architect	1005	Architect fees	$2,000.00
9/28/00	Bank of Fayetteville	1006	Interest Payment	$1,603.28
10/20/00	Bank of Fayetteville	transfer	Interest Payment	$678.45
10/11/00	Robert Sharp, Architect	1007	Architect fees	$2,000.00
10/20/00	Carter & Hodges	1008	Engineering fees	$450.00
10/25/00	Arkansas Dept of Health	1009	Permit	$191.30
11/17/00	Robert Sharp, Architect	1010	Architect fees	$2,000.00
11/22/00	Bank of Fayetteville	transfer	Interest Payment	$700.02
11/22/00	Carter & Hodges	1011	Engineering fees	$750.00
12/20/00	Bank of Fayetteville	transfer	Interest Payment	$677.45
1/24/01	Robert Sharp, Architect	1012	Architect fees	$1,000.00
1/31/01	Bank of Fayetteville	1013	Interest Payment and processing fee	$898.51
	Land Loan to Bank			$80,412.00
	Additional Account Balance to Rob Sharp, Architect			$2,982.46
	Marinoni Construction			$5,000.00
			TOTAL	**$134,256.63**

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 7, 1999

FROM:
Alett Little **Economic Development Department**

ACTION REQUESTED: Approval of a real estate contract to sell Lot 1, Arkansas Research and Technology Park, consisting of 2.5 acres, to Cache Investments and/or Assigns (Interface Computer Center, L.L.C.). Grant of a first right of refusal on Lot 2, Arkansas Research and Technology Park.

COST TO CITY: Revenues of $93,750.00, less credits and sales fees.
$0
Cost of this request | Category/Project Budget | Category/Project Name

Account Number | Funds Used to Date | Program Name

Project Number | Remaining Balance | Fund

BUDGET REVIEW: _____Budgeted Item _____Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager | Date | ADA Coordinator | Date

City Attorney | Date | Internal Auditor | Date

Purchasing Officer | Date

STAFF RECOMMENDATION: Staff recommends approval of the real estate contract grant of first right of refusal.

Alett Little 11-23-99
Economic Development Director | Date

Cross Reference:
New Item: (Yes) No

Previous Ord/Res#: _____

Administrative Services Director | Date

Orig Contract Date:_____

Mayor | Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

4500 S. School Ave., Ste A
Fayetteville, AR 72701
Telephone: 501-575-8305
Fax: 501-575-8304

ECONOMIC DEVELOPMENT DEPARTMENT

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: November 23, 1999

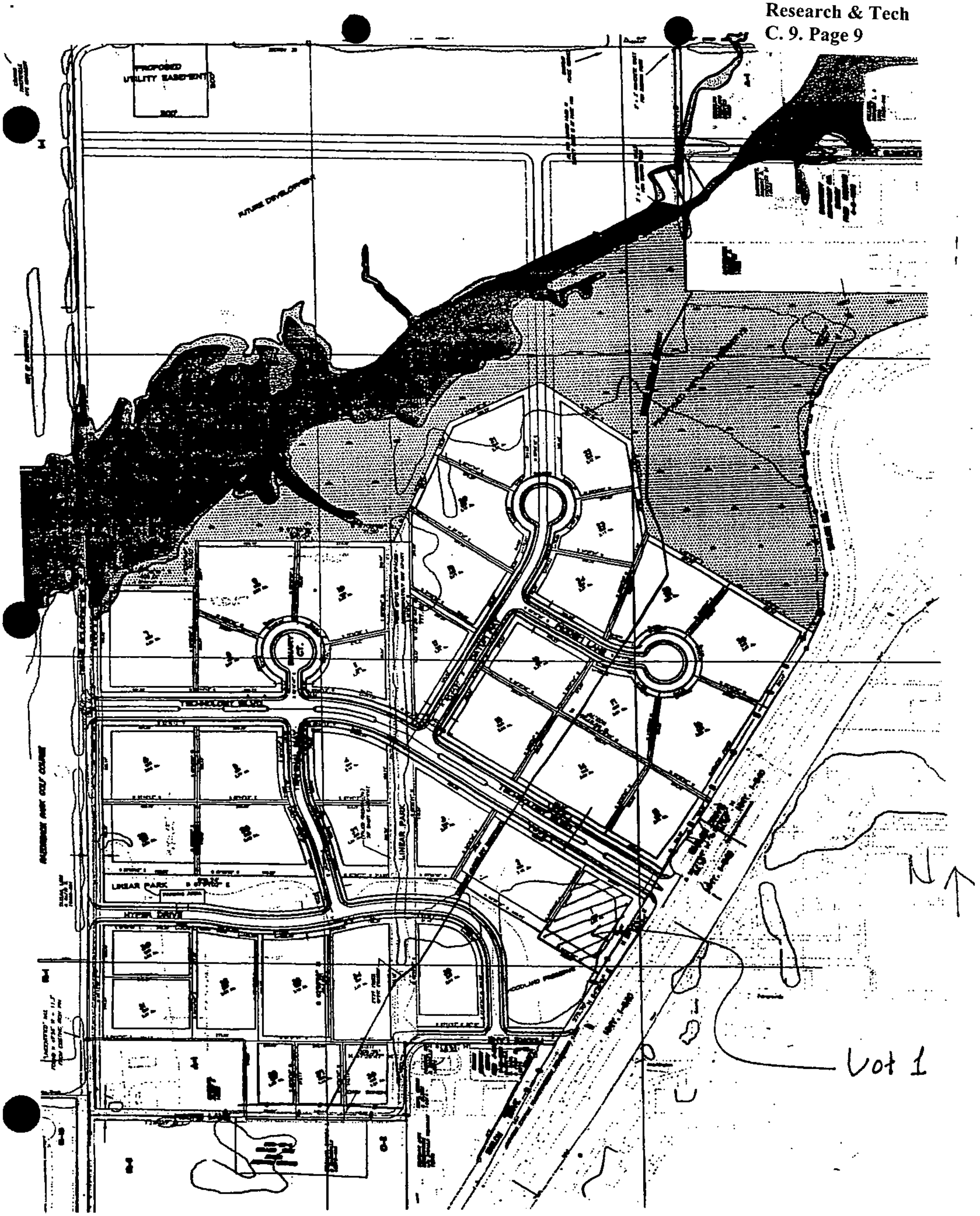
SUBJECT: Real Estate Contract to Purchase Lot 1 of AR Research and Technology Park

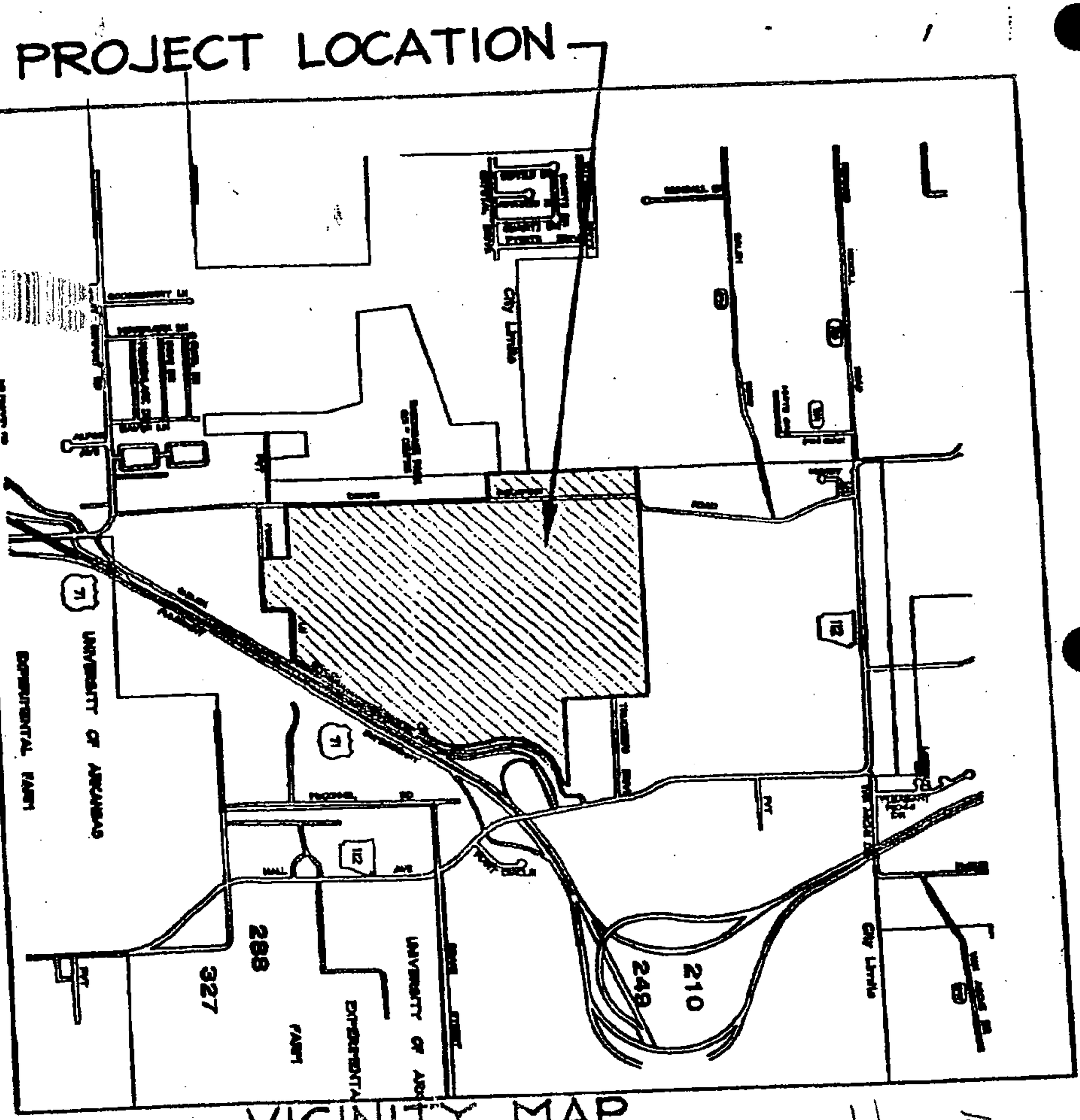
Interface Computer Center, L. L. C., under the name of Cache Investments and/or Assigns, has offered to buy Lot 1 of the AR Research and Technology Park. Lot 1 consists of 2.5 acres and has frontage both to Shiloh Drive and to Technology Boulevard. The purchase price is $93,750.00 which is $37,500.00 per acre. Purchasers have requested a first right of refusal on Lot 2.

Staff Recommendation: Staff recommends approval of the real estate sales contract for Lot 1 and the first right of refusal for Lot 2.

Background: Interface Computers is the first company which expressed an interest in locating in the Arkansas Research and Technology Park. Their company, headed by Jeremy Webb, Matt Romine, and Scott Mills, began in Fayetteville in 1994. From their start-up of three employees, the company has grown to 17 employees. The SBA chose this local company to receive the 1999 Young Entrepreneur of the Year Award for the State of Arkansas and for a five-state region. The company has exceeded its projections for numbers of employees in 1999 and estimates that over the next two years, they will grow to over 20 employees with an annual payroll of $1/2 million and revenues of $3-4 million.

The City has worked with Interface Computers to find a site which will be suitable for the growth and expansion of their business. Due to the presence of wetlands on a portion of the project, engineers have redesigned the Park from earlier versions and created a lot which is acceptable to Interface Computers. As Interface has already selected one lot and additional site preparation will be required for Lot 1, a credit of $13,000 has been offered to offset the additional site preparation costs. The preliminary plat for the subdivision is currently under review by the Planning Commission and public hearings are scheduled for December 2, 1999 at 8:30 a.m. in Room 111 of City Hall and December 13, 1999 at 5:30 p.m. in Room 219 of City Hall.


PROPOSED
UTILITY EASEMENT
FUTURE DEVELOPMENT
TECHNOLOGY DRIVE
LINEAR PARK
KYOTO DRIVE
Lot 1



VICINITY MAP

NTS

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

Copyright 99 Arkansas REALTORS® Association

Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:
Lot 1, Research and Technology Park, Fayettevile, AR, being more particularly described as commencing at the northwest corner or Section 33, Township 17 North, Range 30 West, thence S87°19'24"E 330 feet, thence S02°28'10" 1816.05 feet, thence S02°28'11"W 2480.65 feet, thence S87°18'01"E 1952.09 feet, to the west Right of Way of I-540, thence following said Right of Way N34°22'18"E 353.24 feet to the True Point of Beginning; thence N55°37'26"W 288.7 feet, thence N34°22'52"E 375.00 feet, thence S55°37'26"E 288.64 feet, to the West Right of Way of I-540, thence following said Right of Way S34°22'18"W 375.00 feet to the Point of Beginning and containing 2.50 acres, more or less, and being subject to all Rights of Way and Easements of Record or Intent.

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") $ 93,750.00 payable as follows:
Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.**

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

a. Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
b. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
c. Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the commited owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for $ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interpleaded Earnest Money.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

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Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:
Lot 1, Research and Technology Park, Fayetteville, AR. being more particularly described as:Northwest Corner of section 33, Township 17 North, Range 30 West; thence S 02 28'10" W 1816.05 feet, thence S 02 28'11 W 2480.65 feet, thence S 87 18'01" E 195.09 feet to the west Right of Way of I-540, thence following said Right of Way N 24 22'18" E 353.24 feet to the True Point of Beginning; Thence N 55 37'26" E 288.64 feet to the West Right of Way of I-540, Thence following said Right of Way S 3422'128" W 375.00 feet to the point of Beginning

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") $ 93,750.00 payable as follows:
Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.**

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other then those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

a. Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
b. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
c. Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for $ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interpleaded Earnest Money.

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7. SURVEY: (Check one)

☐ A. No survey shall be provided.

☒ B. A current survey, certified subsequent to acceptance by a registered land surveyor, will be provided to Buyer by Seller within 60 days after acceptance and paid for by: ☐ Buyer ☒ Seller. (See Paragraph 16 for any specific survey requirements.)

☐ C. Other:

_____

_____

_____

_____

8. PRORATIONS: Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loan shall be prorated as of closing, unless otherwise specified herein.

9. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the purchase price.

10. CLOSING: Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than (month) January (day) 31, (year) 2000 unless such requirement is waived in writing by both parties and a new date substituted therefor. Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

Seller:	Buyer:
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

11. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

☒ A. Upon the closing date

☐ B. Other, as follows:

_____

_____

_____

12. SELLER PROPERTY DISCLOSURE: (Check one)

☒ A. Not Applicable

☐ B. Buyer and Seller acknowledge that upon the authorization of Seller, either the Selling Agent Firm or the Listing Agent Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____ and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are true, correct, and complete to the best of the Seller's knowledge.

☐ C. Seller will provide to Buyer a written disclosure about the condition of the Property which will contain information that is true and correct to the best of the Seller's knowledge. The disclosure shall be presented to Buyer within _____ days after the acceptance of this Real Estate Contract. If Seller fails to provide the disclosure as specified above, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the earnest money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by the Buyer, with Buyer to receive a refund of the earnest money. Receipt of this disclosure neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract.

13. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to the best of Seller's knowledge (unless otherwise disclosed herein):

a. the Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
b. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
c. No hazardous or toxic substances have been stored, processed, or disposed of on the property during the period that Seller has owned the Property;
d. No underground storage tanks are located on the property.

14. TERMITE CONTROL REQUIREMENTS: (Check one)

☒ A. None

☐ B. Seller shall provide prior to closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

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Form Serial Number: 32ADM-10WUBG-0D003

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning, within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants, within 30 days after acceptance.
- ☐ H. _____, within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer $13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location, ~~Seller will grant Buyer a 2 year option to purchase proposed Lot 2, Phase I, adjoining subject lot at the same per acre price.~~ **Seller will grant Buyer a first right of refusal on the purchase of Lot 2, Phase I.** Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than Junly 15, 2000. Seller will pay Buyer's Agent a sales fee of $7,500.00 for this transaction ~~and will pay Buyer's Agent a sales fee of $10,200.00 if Buyer exercises option to purchase Lot 2.~~ **Seller agrees to negotiate a sales fee with the Buyer's Agent if Lot 2 is purchased by the Buyer.**

Seller asserts and buyer hereby acknowledges that this offer is expressly contingent upon the approval of this offer of sale by the City Council of Fayetteville and that the failure of the Council to so approve will make all portions of this offer null and void, including, but not limited to, the return to the buyer of the $500.00 earnest money deposit.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

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Form Serial Number: 32ADM-10WUBG-0DD03

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning
  within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants
  within 30 days after acceptance.
- ☐ H. _____
  within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer $13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location. Seller will grant Buyer a 2 year option to purchase proposed Lot 2, Phase 1, adjoining subject lot at the same per acre price. Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than July 15, 2000. Seller will pay Buyer's Agent a sales fee of $7,500 for this transaction and will pay Buyer's Agent a sales fee of $10,200.00 if Buyer exercises option to purchase Lot 2.

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Form Serial Number: 32ADM-10WQJJ-6DD01

17. AGENCY: (Check one)

☐ A. LISTING AGENT FIRM AND SELLING AGENT FIRM REPRESENT SELLER: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all licensees associated with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, verbally disclosed that the Selling Agent Firm represents the Seller.

☐ B. LISTING AGENT FIRM REPRESENTS SELLER AND SELLING AGENT FIRM REPRESENTS BUYER: Buyer and Seller acknowledge that the Listing Agent Firm is employed by the Seller and the Selling Agent Firm is employed by the Buyer. All licensees associated with the Listing Agent Firm are employed by, represent, and are responsible to the Seller. All licensees associated with the Selling Agent Firm are employed by, represent, and are responsible to the Buyer. Buyer acknowledges the Selling Agent Firm verbally disclosed that the Listing Agent Firm represents the Seller. Seller acknowledges the Listing Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer.

☐ C. LISTING AGENT FIRM AND SELLING AGENT FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER: Seller and Buyer hereby acknowledge and agree that the Listing and the Selling Agent Firm are the same and all licensees associated with the Listing and the Selling Agent Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Agent Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer:

(i) agree that the Listing/Selling Agent Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party. This restriction excludes information related to defects in the Property which should, at Listing/Selling Agent Firms' discretion, be disclosed. Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price the Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 17C, Buyer and Seller acknowledge that when Listing/Selling Agent Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Agent Firm.

(iii) waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Agent Firm representing both parties. Buyer and Seller acknowledge the Listing/Selling Agent Firm verbally disclosed that the Listing/Selling Agent Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

☒ D. SELLING AGENT FIRM REPRESENTS BUYER (NO LISTING AGENT FIRM): Seller acknowledges that the Selling Agent Firm and all licensees associated with the Selling Agent Firm are the agents of the Buyer and that it is the Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, the Selling Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer. Any reference to "Listing Agent Firm" in this Real Estate Contract will be considered to mean the Selling Agent Firm, both Buyer and Seller acknowledging that all agents involved in this Real Estate Contract only represent the Buyer.

18. RISK OF LOSS: If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this Real Estate Contract, at the option of the Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that the Real Estate Contract shall be performed, Buyer shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

19. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

20. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Agent Firm or Selling Agent Firm.

21. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer without the prior written consent of Seller, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

22. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

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3. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) November (day) 30 (year) 1999 at 5:00 PM (am)(pm).

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT IS BEING EXECUTED PAST DECEMBER 31, 1999.

FORM SERIAL NUMBER: 32ADM-10WQJJ-0DD01

The above Real Estate Contract is executed by Buyer on (month) November (day) 18 (year) 1999 at 2:30 PM (am)(pm).

Nickle-Hill Group, Inc.	Bob Nickle	Jeremy Webb
Selling Agent Firm	Supervising Broker	Buyer
Bob Nickle	Jeremy Webb	
Selling Agent	Print Buyer's Name	Buyer

The above Real Estate Contract is executed by Seller on (month) _____ (day) _____, (year) _____ at _____ (am)(pm).

Seller agrees to pay Listing Agent Firm a fee equal to _____ for professional services rendered. If co-brokerage applies, said fee shall be divided _____% to Listing Agent Firm and _____% to Selling Agent Firm. If for any reason the earnest money provided for herein is forfeited by Buyer under the provision hereof, same shall be divided equally between Seller and Listing Agent Firm.

		Fred Hamm
Listing Agent Firm	Supervising Broker	Seller
Listing Agent	Print Seller's Name	Seller

• City Biz•

February 2001

City of Fayetteville Employee
Newsletter

Dan Coody, Mayor

Mayor Dan Coody: State of the City Address

Mayor Coody delivered his First Annual State of the City Address before City Council Members and Citizens of Fayetteville on February 20, 2001.

It is with great pleasure I present to the citizens of Fayetteville our annual State of the City address. I am going to focus on the big picture of where we are and where we're headed. I will outline the changes the mayor's office has implemented to improve the daily lives of our citizens and increase effectiveness when we spend the taxpayer's money. I will also talk about the obstacles we must overcome if we are going to expand our local economy and enhance the quality of life we enjoy.

The changes we have made at City Hall range from simple to complex, some taking minutes, others taking months to complete. These are some of the improvements we have initiated:

The Mayor's Office

The administration office is now open during the lunch hour, making it more convenient for citizens to pick up and drop off information and material.

We have developed a citizen complaint system that tracks which departments receive the complaints and how well the City resolves them.

We've created a Public Affairs Office to handle those complaints, work with City committees and coordinate their efforts, disseminate information, spearhead special projects, and act as liaison with other private and public organizations.

We've formed an ad hoc committee to design a first-class City web site to help citizens do everything from join sports teams to pay water bills and to be more informed about City business.

We've created a second ad hoc committee that will research what other cities have done to promote communication between neighborhood organizations, citizen groups, and City Hall, gather public input, and develop a plan that will meet the needs of Fayetteville's citizens.

In the near future, I will ask the City Council to approve the development of two standing committees. A City Beautification Committee would focus on programs to clean up litter and develop enhancement projects and a Fayetteville Arts Council that would promote a stronger music, art, literary, and film presence.

We are expanding the physical space of the City Clerk's Office and the Business Office to accommodate those offices' needs and to better serve the public.

We are building working relationships with the University of Arkansas, the Arkansas Highway and

Transportation Department, the Arkansas Parks and Tourism Department, Washington County, and the Fayetteville Public Schools.

By fall, we should see the completion of a turn lane added to Highway 45 to ease traffic congestion in front of McNair and Vandergriff schools.

We have increased the involvement of Division heads and staff members for the purpose of better communication and cooperation between departments.

By the first of April, we hope to extend our public transportation system into other areas of town and reduce per-passenger costs.

We are working with the Police Department and the neighbors of Fiesta Square Shopping Center to resolve the problems associated with that parking lot on Friday and Saturday nights.

Parks and Recreation Department

We are restructuring the Parks & Recreation, Public Lands Maintenance, and Sidewalk and Trails Maintenance divisions to promote coordination and cooperation and eliminate duplication of effort and expense and, at the same time, expand our landscaping and beautification efforts.

We are separating trails and sidewalks into two coordinated areas with emphasis on increased productivity. This will require the addition of a Trails Designer/Coordinator. The added cost for this position will be offset by expediting the use of time-sensitive grant money and doing more trail design work and construction oversight in-house.

Planning Department

We have started requiring tree easements as part of the Tree Preservation Plan for new subdivisions and large-scale developments.

We are providing zoning maps, the master street plan, and future land use planning information on the Fayetteville web page "faygis.org."

We have begun notifying neighborhood organizations and citizen groups of all Planning Commission agendas.

We have developed a bicycle parking rack ordinance to encourage alternative modes of transportation.

We have begun working with the Ozark Regional Land Trust to show conservation easements on the Future Land Use Plan and will be cooperating with them on future easements.

We will create a Tree and Trails Task Force to identify areas for natural resource preservation and trail opportunities.

We are relocating the Tree and Landscape Administrator to the Planning Division to provide better review during pre-application conferences, to inform potential developers of preservation requirements, and coordinate between other City divisions that review development.

Engineering Department

In order to resolve our biggest problem in the Engineering Department, we have assigned a second staff engineer and plan to hire one additional staff engineer to help reduce the enormous backlog in the permitting and plan review process. Costs will be offset by doing more engineering work in-house after that backlog has been reduced.

We have ended the practice of engineering projects that are not funded, or otherwise not supported, to expedite the completion of projects that are funded or time sensitive.

To keep up with E.P.A. regulations and to further speed the design review process we will begin advertising to fill the vacant storm water engineering position.

Research and Technology

We are reexamining our R and T Park status for the purpose of finding the best, most efficient way to put Fayetteville and the University of Arkansas on the technology map by capitalizing on our under-recognized potential.

We are beginning to assess the needs of local research and technology companies that would like to stay in Fayetteville but find our existing support infrastructure inadequate. You would be surprised at how many there are.

We are introducing the cutting-edge research capabilities of the University to technology companies, government agencies, and State and Federal officials. This will help us continue accelerating the momentum that has developed since the City and University teamed up for our common good.

This is, by no means, a complete list of the changes and improvements we have made in the first six weeks of this new administration and none of this could have been accomplished without the help and the insight of the excellent staff we have in City Hall. After most of these changes have settled in and we begin realizing the fruits of our efforts, we can set our sights on the next round of improvements that will help Fayetteville become the city we know it can be.

While there is much to be encouraged and excited about when contemplating our future, we have to be aware of one serious problem on the horizon: Funding.

All the changes we are implementing are done with the goal of increasing efficiency while decreasing costs. But there are some factors outside our control, such as skyrocketing fuel and materials costs, competition for higher salaries, and increased insurance premiums. Unfortunately, these increased costs are not accompanied by increased revenue. Our sales tax collection is projected to remain relatively flat.

Our General Fund Balance stands at about $8 million. A rule of thumb standard suggest we should keep a Reserve Balance of about $4 to $5 million, or about two months of operating costs. This year we will dip into our Reserve Balance by about $680,000. This is projected to increase to about $2.0 million by 2003. While we may be in good shape now, this trend cannot continue. This is compounded by the fact we have some enormously expensive projects in our near future, such as our waste water expansion expected to cost $90 to $105 million, and police and fire staffing needs projected at $1.8 million by 2003. This means we have to reach a consensus concerning the priority of needed projects and how we are going to raise the funds to pay for them. My office will continue to look for ways to cut costs without sacrificing service, but as a Council, we will have to look closely at all projects that come before us.

In closing, there is one more point I would like to add that's just as important as anything else we could talk about. If this government is going to be effective in helping Fayetteville unfold according to our potential, we are all going to have to work together for the good of our community and the only way to accomplish this task is to lead by example. While we do not have to agree with everyone all the time, we can discuss our differences in ways that do not create unnecessary divisiveness and controversy. Before we present a proposal that will require public support, such as a tax to pay for a new waste water treatment system, we have to show the community that we can transcend the politics of personality and work together for the good of our City. My office has extended the hand of partnership to the community and the positive response has been gratifying. We are already making progress toward healing old wounds and resolving old differences. It's up to those of us on this Council to extend the hand of partnership to each other and to the entire community and in doing so, we will be able to start working in earnest for the changes that the people of Fayetteville want and deserve.

The City Receives Two GFOA Awards

The Certificate of Achievement for Excellence in Financial Reporting was awarded to the City's Accounting & Audit Division by the Government Finance Officers Association (GFOA) for its 1999 comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The CAFR was judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story.

The Distinguished Budget Presentation Award was awarded to the City's Budget & Research Division by the GFOA for the 2000 budget. This award is the highest form of recognition in governmental budgeting and represents a significant achievement by the City. In order to receive this award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well a city's budget serves as a policy document, an operations guide, a financial plan and as a communications device.

The GFOA is a non-profit association serving approximately 14,000 government finance professionals, with offices in Chicago and Washington, D.C.

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
FEBRUARY 6, 2001

A meeting of the Fayetteville City Council was held on February 6, 2001 at 6:30 p.m. in Room 219 in the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen, Reynolds, Theil, Young, Zurcher, Trumbo, Davis, Santos, Jordan, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press, and Aldermen.\

CONSENT

APPROVAL OF THE MINUTES: Approval of the minutes from the December 19, 2000, and January 16, 2001 meetings.

UTILITY AGREEMENT: A resolution approving a City-Utility agreement between the City of Fayetteville and Ozarks Electric Coop. Corp., for the necessary adjustments for the Double Springs Road bridge over Owl Creek.

RESOLUTION 8-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRFIELD PAVEMENT REHAB: A resolution approving Task Order #8 to the McClelland Consulting Engineering contract in the amount of $138,620.00 with a 15% contingency of $20,793.00 for a total (not to exceed) of $159,413.00 for the engineering of the Airfield Pavement Rehabilitation.

RESOLUTION 9-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY AGREEMENT: A resolution approving an interlocal agreement to participate in a joint county/city library system between Washington County Arkansas, and the cities of Fayetteville, Springdale, Elkins, Lincoln, Prairie Grove and West Fork.

RESOLUTION 10-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WASTEWATER ENGINEERING: A resolution approving Amendment No. 1 to the engineering contract with Garver Engineers for the Wastewater Improvement Project.

RESOLUTION 11-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NW REGIONAL SOLID WASTE MANAGEMENT BOARD: A resolution appointing Mayor Coody to serve as the City's authorized representative to the Four-County Regional Solid Waste Management Board.

RESOLUTION 12-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

NEW BUSINESS

BOYS AND GIRLS CLUB BUS: An ordinance waiving the requirements of formal competitive bidding and approving the purchase of used diesel powered forward control passenger vehicles to be utilized by the Fayetteville Boys and Girls Club.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion.

Alderman Reynolds stated the Equipment Committee had reviewed this and recommended approval.

Mr. Rose read the ordinance for the third and final time.

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

ORDINANCE 4288 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OVER THE ROAD TRACTOR: An ordinance waiving the requirements of formal competitive bidding and approving the purchase of a used diesel powered over the road tractor to be utilized by the Fayetteville Street Maintenance Division.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

Mr. Rose read the ordinance for the third and final time.

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

ORDINANCE 4289 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

GARLAND AVE.: A resolution approving Amendment No.1 (which also includes addition of Double Springs Road project) to the engineering contract with Hawkins-Weir Engineering, Inc. for Garland Ave. (Maple to North Street) water and sewer relocation project.

Alderman Young stated they had revised the contract. The sewer plant was the main reason that he was concerned about this. They had added some words to their standard contract. They were going to add some words for the construction phase. He wanted to make sure that the engineers and the contractors were held responsible for that contract. He thought it would be okay.

Alderman Santos asked if he wanted the engineers to be responsible for supervising and inspecting the construction.

Alderman Young stated they had to be responsible for the job. The local engineering firms were being held responsible for their job. It was called a level playing field. They had to be held to the same standard.

Alderman Santos stated there would be a public hearing on Garland widening, Thursday, March 15.

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

RESOLUTION 13-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT BOARD: A resolution re-adopting the creation of the Airport Board; and establishing the purpose, general terms of membership, duties, authority, and policies and procedures for the Airport Board.

Alderman Young stated the Ordinance Review Committee had reviewed this and referred it to the City Council. One item the council needed to discuss was whether to allow members to be outside the city limits.

Mr. Bobby Ferrell, an area resident, stated he thought there needed to be clear rules and boundaries when placing people on boards and commissions. He thought the burden of paying for government and services were the burden of the residences of the city. He believed the decision that affected the citizens of Fayetteville should be made by citizens of Fayetteville. To his knowledge other communities did not have non-residents serving on their boards.

Mr. Rose stated they had a rule that they did not have any membership on their committees other than city residents. There was not a thing wrong to change that general rule and make this an exception to that rule.

Alderman Theil asked about other cities.

Mr. Rose replied he did not really know. It was his guess that Mr. Ferrell was right in that few if any did that. In response to questions, he stated they had the rules printed on the applications for the committees.

Alderman Santos asked if the existing people on boards and commission which did not live inside city limits, did they let them serve out their terms?

Alderman Zurcher stated he would shy away from being exclusive on their committees. A lot of those people who lived just outside the city limits did everything inside the city, except live inside the city. Anything the city did affected them greatly. He suggested including the people in the Planning Area.

Alderman Theil stated the members on the Airport Board were further out than that. Their problem had been finding people to meet the qualifications that they were asking for to serve on the board. She did not know if they could make exceptions for certain board because they needed a higher expertise.

Mr. Rose asked what their purpose was? What was before them tonight was the Airport Board specifically. In adopting this resolution they would be saying for some good reason why they did not wish to follow their rule and why it should be varied in this instance. They were not changing their rules and regulations. They were changing it for this one purpose. They should

have some articulate reason for doing that.

Mr. Dave Fulton, an area resident, stated he could see no reason to remove their requirement for citizenship. There were other airports in the county and other cities. He found it difficult to believe that they could not find qualified members of that board within the city of Fayetteville. He could see no need to spread the playing field that wide.

Mr. Charles Wallas, Airport Board Chair, he thought there were three reasons behind their reasons for this portion of the resolution. They had considered every item which has come before them. They would not want this to be a make or break issue. The three reasons are: they would like the Airport Board to have as much expertise and diversity as possible. By including residents of Washington County. They would include people which are active in the Fayetteville Aviation community and were very involved. As an Airport Board they already and two members which were outside the city limits. Their third reasons was to be as broad as they could be to allow people to participate without that restriction. The most important part of this resolution was that it gave the Airport Board more responsibility and accountability.

Alderman Davis stated just because a person did not live inside city limits did not keep them from coming to their board meetings and expressing their thoughts. They could still have valuable input into the Airport.

Alderman Santos moved to amend the resolution to make the members qualified electors of the City of Fayetteville rather than Washington County. Alderman Theil seconded the motion. Upon roll call the motion carried by a vote of 6-2, Zurcher and Jordan voting nay.

Alderman Young moved to amend the resolution to replace "qualified elector" with "residents" of City of Fayetteville. Alderman Zurcher seconded the motion. Upon roll call the motion carried by a vote of 7-1, Santos voting nay.

Ms. Louise Weiss stated the best person for the job should get it without regard where they live.

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

RESOLUTION 14-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

UNDERGROUND UTILITIES: A resolution supporting SB 53, State of Arkansas 83rd General Assembly: An act to create the Study Commission on Underground Electric Lines sponsored by Senator J. Jeffress.

Mayor Coody stated he wanted to get support for this because during the last ice storm they had a

lot of residents without power for several days. The Fire Department had responded to nearly fifty wire fires.

Alderman Davis stated it was important for people to know that the committee would not report to the governor until 2002.

Alderman Theil stated it was a good bill and she would support the idea of a study.

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

RESOLUTION 15-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 7:10p.m.

Removed at Appl. Request.

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 20, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for VA01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue).

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	2-5-01 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 9-0-0 to recommend and forward the vacation to the City Council.

Division Head	2-2-01 Date	**Cross Reference**
Department Director	2-5-01 Date	New Item: **Yes** **No**
Administrative Services Director	2/5/01 Date	Prev Ord/Res#: _____
Mayor	2/6/01 Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA01-1 TO VACATE AND ABANDON AN EXISTING STREET RIGHT-OF-WAY (HADDON AVE.) LOCATED EAST OF 607 PEACH, AS SUBMITTED BY STEVE WINKLER.

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 street right-of-way:

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

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

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"

BEGINNING AT A POINT AT THE SE CORNER OF LOT TWO (2) IN BLOCK ONE (1) COUNTRY CLUB ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; THENCE NORTH 95.0 FEET; THENCE EAST 40.0 FEET; THENCE SOUTH 95.0 FEET; THENCE WEST 40.0 FEET; BACK TO THE POINT OF BEGINNING.

PC Meeting of 22 January 01

FAYETTEVILLE

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

Street Right of Way Vacation
Steve & Michelle Winkler

TO: **Fayetteville Planning Commission Members**
THRU: **Tim Conklin, City Planner**
FROM: **Ron Petrie, Staff Engineer**
DATE: **January 22, 2001**

Project: **VA 01-01.00: Vacation (Steve & Michelle Winkler, pp 678)** was submitted by Steve Winkler for property located at 607 Peach Street, Part of Lots 1 & 2, Block 1, Country Club Addition. The request is to vacate the 40' wide Haddon Avenue right of way to the east of the applicant's property. See the attached maps and legal descriptions for exact dimensions for the requested right-of-way vacation.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - Not applicable.
Southwestern Electric Power Company - No objections.
Arkansas Western Gas - No objections.
SW Bell - No objections.
Cox Communications - No objections.

City of Fayetteville:
Water/Sewer - No objections provided a 30' utility easement is retained for future extensions.
Street Department - No objections.
Solid Waste - No objections.

Recommendation: Approval of the proposed street right of way vacation subject to the conditions listed below.

Conditions of Approval:

1. A 30' utility easement is shall be retained for future extensions of water and sewer.

2. A correct legal for the portion to be vacated shall be provided prior to this item being forwarded to City Council.

PLANNING COMMISSION ACTION: **__yes__Required**
_____Approved _____Denied

Date: **___/___/___**

Comments:

_____
_____
_____
_____

CITY COUNCIL ACTION: **__yes__Required**
_____Approved _____Denied

Date: **___/___/___**

Steve D. Winkler

VA 01-1.00: Vacation (Winkler, pp 678) was submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right of way (Haddon Ave.).

Odom: The first item we have on tonight's agenda is the Consent Agenda. Just to make matters real confusing, the only item on the Consent Agenda is labeled item number two and that is a vacation submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right of way (Haddon Ave.). This item will be approved by consent unless there is a member of the audience or a member of the Planning Commission who wishes to pull that item for discussion. Does anyone wish to pull that item for discussion? Please come forward. Is this the applicant?

Freeman: Good evening. My name is Marvin Freeman. I live at 2856 South School and I have property adjoining Peach Street and Haddon Avenue.

Odom: Mr. Freeman, do you wish to discuss this item as opposed to voting on it on consent?

Freeman: Yes.

Odom: Okay. What I'm going to do is I'm going to pull the item from the consent agenda so that we can discuss it. Can you have a seat and then I will allow you to come back up and discuss it? Thank you very much. What we are going to do now since there are no other items on the consent agenda, we are going to discuss this item first since it was on the consent. I would ask the applicant to please come forward at this time. Is the applicant here tonight? Please come forward at this time. If you could please, for the record, tell us your name?

Winkler: Steve Winkler.

Odom: Mr. Winkler you are asking for a vacation for the street right-of-way, is that correct?

Winkler: Correct.

Odom: Do you have any presentation that you would like to make on that issue?

Winkler: Well, no. I've submitted all the stuff and got approval. What it is, basically is an old right-of-way that's been on the map since the 1920's for Haddon Street that doesn't go

all the way through. I bought recently and remodeled a little house that adjoins that property. I don't plan to build on the right-of-way by extending my property 20 feet over the setback will allow me to build a carport against that little house there. I have no plans to build on there or do anything with it. It's sitting there. I can control the erosion better if I can get up there 20 feet over too. That's all there is to it.

Odom: Mr. Winkler, staff does recommend approval of this Vacation but they do have some Conditions of Approval. Have you read those and are you in agreement with those Conditions of Approval?

Winkler: I believe they were just that I didn't build on the right-of-way.

Odom: The first one is there is a 30 foot utility easement shall be retained for future extensions of water and sewer.

Winkler: Yes, no problem.

Odom: The second one is that a correct legal for the portion to be vacated shall be provided prior to this item being forwarded to the City Council.

Winkler: I believe you have that.

Odom: Staff, are there any further Conditions of Approval?

Conklin: No there aren't.

Odom: What I'll do now is I'll ask the member of the audience that wishes to address this issue to come forward at this time. Mr. Freeman?

PUBLIC COMMENT:

Freeman: The only problem I have, I don't have any problem with the neighbors or nothing. What I'm concerned about is that the right-of-way of Haddon for years has been a problem. The problem is that all the drainage off the Country Club Estates comes down to my property and washes all my driveways out. The drainage is terrible. Mr. Winkler knows it, I've discussed it with him before. The only leverage I have is that I've been to the City Engineers two or three times and I don't get a response out of them. All they need to do it cut a drainage ditch down the middle of that street or to the side to relinquish the drainage problem. I have spent about $17,000 on my property

maintaining the flood that has flooded my houses to rebuild the inside of my house, both of them. I have two properties there, one of them is 2848 South School and one of them is 2856. They are adjoined properties. They adjoin Peach Street. That's the only problem I have. I have no guaranty of anything that the drainage problem will be solved. I have no opposition of my neighbor or anything, I would just like to see the drainage problem solved, if you approve the resolution. That's what my concern is about. That's just what I would like you to know about, there is a major drainage problem. It comes like a river down through there. I have had water on the back of my house as high as two feet high. I've replaced sheet rock and it's a major problem. That's why the relinquish of this Haddon Avenue, if years ago it had been built into a street or an avenue and finished, it's just between Lester and Peach that's not finished. That's my problem and that's what I wanted to bring to your attention. I appreciate you for hearing me out.

Odom: Thank you Mr. Freeman. I understand you don't really have an objection to the applicant, you just have a problem with the runoff. Any other member of the audience like to address us on this issue?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the Planning Commission for questions and comments. Staff, do you have any comments on the drainage problem there? This won't really solve that problem will it?

Petrie: This will not address this problem at all. The only advice I can give you if you want a ditch, since you have had no luck with the City Engineer's office, I don't know how recent that was, either try the City Engineer's office or contact Randy Allen down at the Street Division. He would be the one to go out and actually build the ditch. That's really the only advice I have for that.

Odom: If we vacate this alley they won't have the authority to do that or will they since they are maintaining the 30 foot easement?

Petrie: No they would not have the authority if they did not maintain a drainage easement. You may want to add where it says 30 foot utility easement we can easily change that to utility and drainage easement. That would give us the authority to do some work.

Estes: Mr. Chairman?

Odom: Commissioner Estes.

Estes: I have a question for Mr. Winkler. Steve, in some of the materials you have presented to us you gave us one of the reasons for wanting a vacation to allow us to take measurements to control the storm water that flows from the east and is causing extensive erosion damage to our property. What do you have in mind with that regard?

Winkler: Mr. Freeman, I've talked to him, he lives down the hill. I bought this property about a year ago and there is extensive water coming off that hill. I've had to repair all that. My plan is simply, all due respect to the City, is getting the Engineers involved. That might be complicated. My plan would be go out there with a backhoe and run a little ditch and berm, just a shallow thing to reroute that water coming off the hill down over to Peach Street. I can only go back 95 feet, that's the length of that property. The way it is now, I've already gone in there and put french drains in, I've routed the water around the house that I bought. In fact you go up 20 or 30 feet more and just do a little ditch and berm, not a major kind of thing to alleviate that at least 95 feet back. There is water, it's a massive amount of water comes off the side of that hill. The City, like Mr. Freeman said, they are not so interested in that sort of thing. Getting them to do a big project. That was my plan, to go up there and at my property line and then it will be extended 20 feet to the east and at that point I can put a little berm there and build a fence and that sort of thing and kind of control that wash off the side of the hill.

Estes: Mr. Petrie? I am troubled by a private citizen having to do the City's work. If we allow the vacation then the City cannot go onto the property and do the improvements required to divert the drainage off of Peach Street, is that correct?

Petrie: That's correct unless you add the utility and drainage easement onto the conditions of approval but yes that's correct.

Estes: So to satisfy Mr. Freeman's issues and to prevent Mr. Winkler from having to spend private money for a public good, we would need to add as a Condition of Approval a 30 foot utility and drainage easement, is that correct?

Petrie: Yes sir.

Estes: Then the City can go in and do the work that needs to be done?

Petrie: That's correct.

Estes: Thank you Mr. Chairman.

Odom: Any other questions, comments, motions?

MOTION:

Estes: Mr. Chairman?

Odom: Commissioner Estes.

Estes: I move that we approve Vacation 01-01.00 subject to the following Conditions of Approval, a 30 foot utility and drainage easement shall be retained for future extension of water, sewer and drainage.

Allen: I second.

Odom: What about item number two?

Estes: Mr. Chairman, it's my understanding from the applicant that Condition of Approval item number two, a correct legal for the portion to be vacated has been provided.

Odom: Is that correct staff?

Conklin: Yes it has, we have not checked that legal but it has been provided.

Estes: Let me add the additional Condition of Approval, a correct legal for the portion to be vacated shall be provided prior to this item being forwarded to City Council.

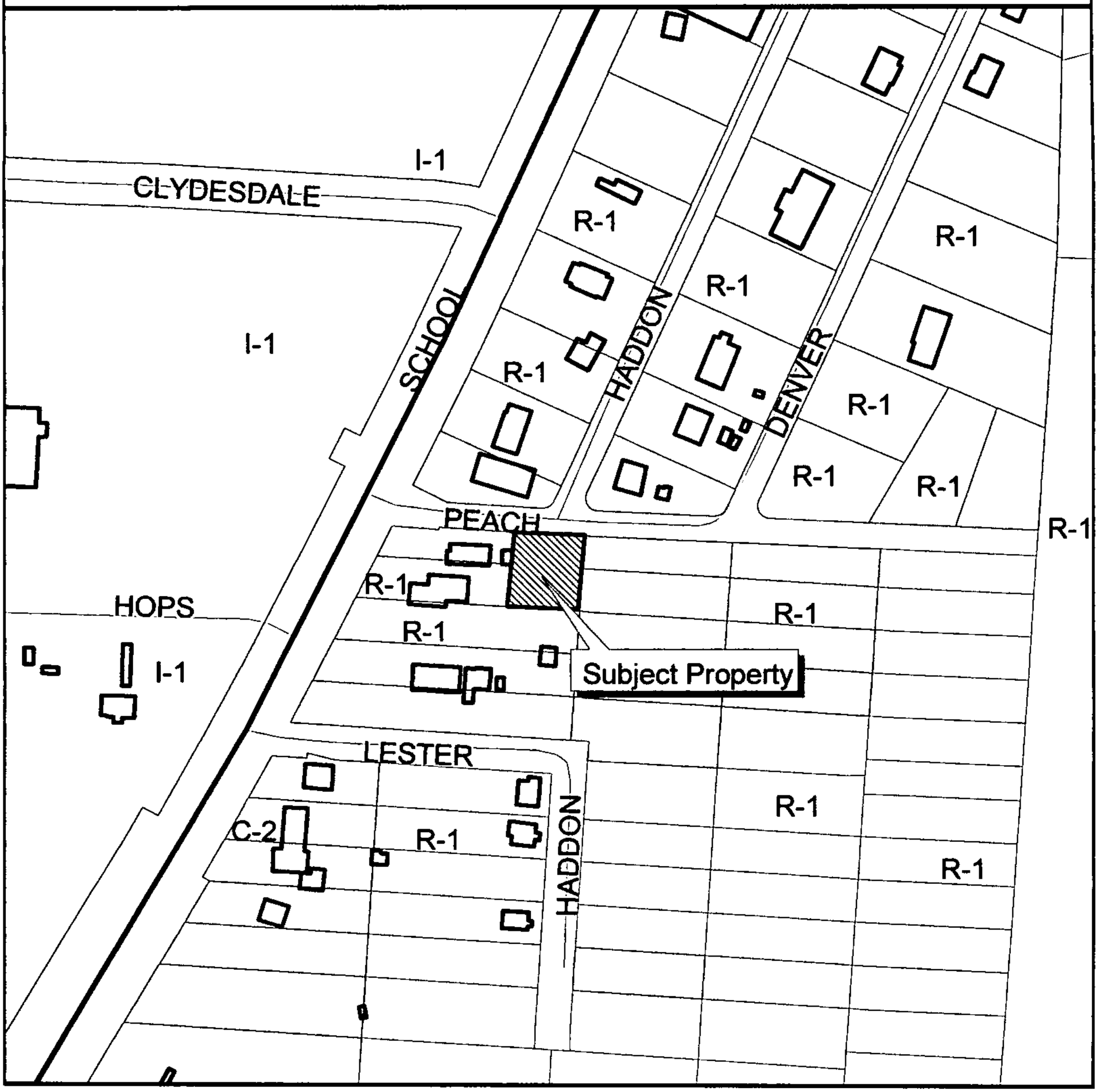
Allen: I second.

Odom: Any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call, VA 01-01.00 is forwarded by a unanimous vote of 9-0-0.

VA01-1 Winkler Close Up

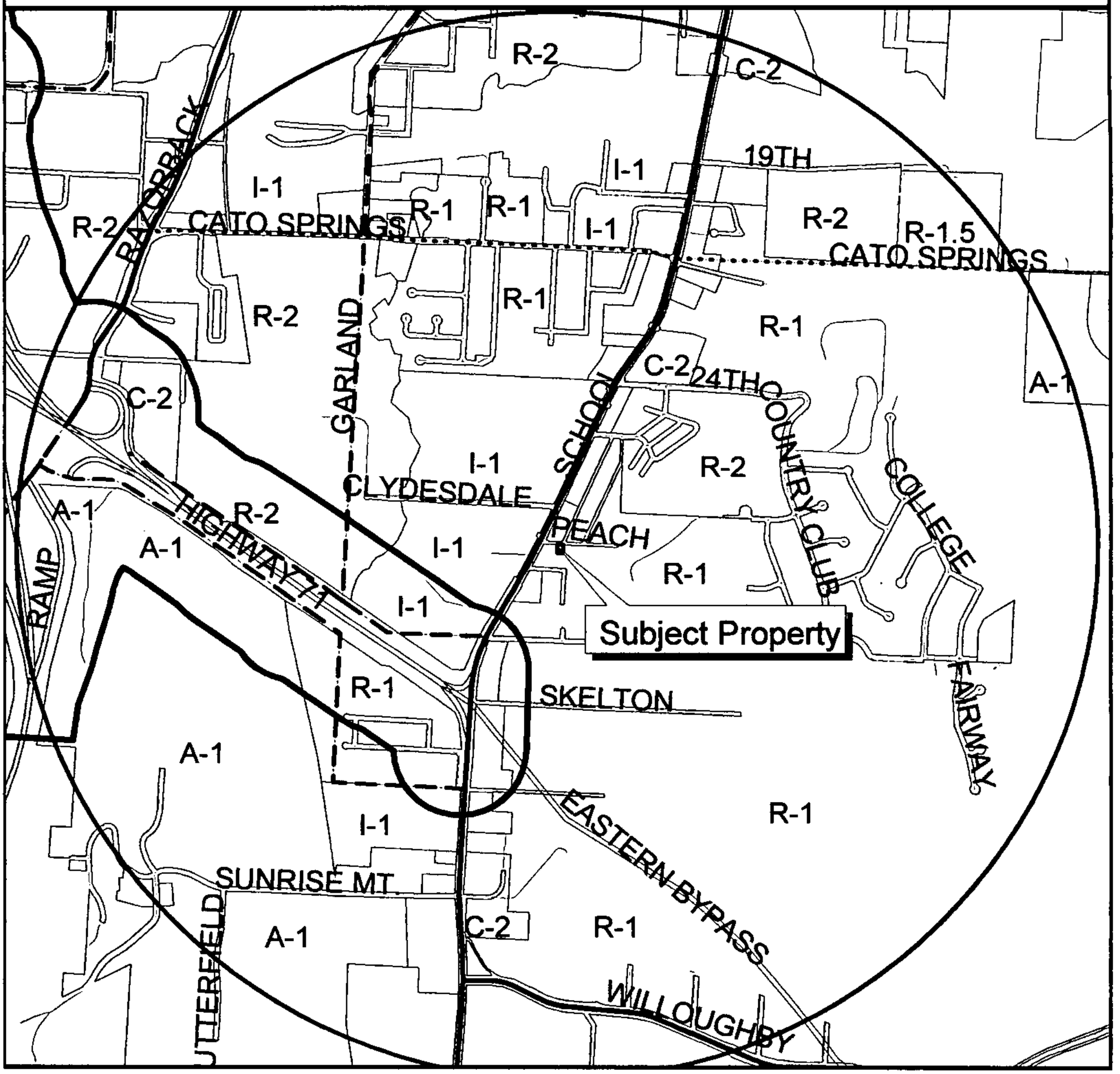


STREETS
Zoning District
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
Structures (1998)

90 0 90 180 Feet

N
W E
S

VA01-1 Winkler One Mile Radius



STREETS
Regional Zoning
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
Design Overlay District

0.2 0 0.2 0.4 Miles

N
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S

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
FEBRUARY 20, 2001

A meeting of the Fayetteville City Council will be held on February 20, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the January 2, 2001 and February 6, 2001 City Council Meetings.

2. **SW BELL:** A resolution approving an easement consisting of 400 sq. ft. for Southwestern Bell to install additional fiber optic equipment. The easement will be adjacent to an existing SW Bell easement which was granted in 1995 for a sum of $500. This new easement will have a one time fee of $1,000.

3. **PARK RENOVATION:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for the design and construction supervision of the renovation of Wilson and Walker Park tennis and basketball courts.

4. **MOSS AND BARNETT:** A resolution authorizing the extension of the engagement agreement with Moss and Barnett to allow for further negotiation of a franchise agreement until said task is complete and approving an amount not to exceed $20,000 to cover expenses for legal services and travel expenses.

5. **TCA CABLE:** A resolution approving an extension with TCA Cable Partners to temporarily operate the cable communications system until April 30, 2001.

6. **SANITARY SEWER REHAB:** A resolution approving a construction contract with T-G Excavating Contractors, Inc. for sanitary sewer rehabilitation, Illinois Basin 6, 9, 12, and 16, in the amount of $1,100,000 and approve a 5% contingency of $55,000.

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

7. **SANITARY SEWER EVALUATION STUDY:** A resolution approving an engineering contract with RJN Group, Inc. for a sanitary sewer evaluation study for Illinois River Basin 1-5, 18, 19 and White River minisystem 27 (Industrial Park), in the amount of $471,231, and approval of a 5% contingency in the amount of $23,562.

8. **OLD MISSOURI ROAD:** A resolution approving an engineering services contract in the not-to-exceed amount of $256,420 with Garver Engineers for the design and construction administration for improvements to Old Missouri Road from intersection with Rolling Hills north to the Mud Creek Bridge.

B. OLD BUSINESS

C. NEW BUSINESS

1. **PARKS AND RECREATION BOARD:** An ordinance approving an amendment to the Code of Fayetteville Section 33:018 requiring the Parks and Recreation Advisory Board to be composed of eight members appointed by the City Council.

2. **TROLLEY BUS:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of used diesel powered passenger vehicles to be utilized by the Fayetteville Trolley Program.

3. **RZ 98-22:** An ordinance approving an amendment to the Bill of Assurance to provide for use of a metal fence on that property described in RZ 98-22, approved in Ordinance #4175 and amended in Ordinance #4184, submitted by Richard Osborne on behalf of Littlefield Investment Company.

4. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). NEED NEW MAP.

5. **AD 00-45:** An ordinance approving Administrative Request, AD 00-45, as submitted by Laura Kelly on behalf of the Fayetteville Sidewalk and Trail Committee for Bike Parking Ordinance.

6. **AD 00-47:** An ~~ordinance~~ resolution amending the City's Master Street Plan by removing the current line on the map that indicates the Eastern Bypass and show a corridor that is the same as the Northwest Arkansas Regional Planning Commission's 2025 Transportation Plan and the Northwest Arkansas Regional Transportation's Major Investment Study.

7. **AD 00-49:** An ordinance amending the Unified Development Ordinance to exclude right-of-way dedications for freeways and expressways as required by the Master Street Plan.

8. **ADDITIONAL PERSONNEL:** A resolution authorizing additional personnel for the Engineering Division and the City Clerk/Treasurer Division.

9. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments - 530 N. College Ave. for adjoining property.

Remove from agenda

10. **JERRY ROSE:** Farewell address.

① Good - civil service. (Thiel/Tuttle).

② ord/res - boards & commissions (Lyons)

STAFF REVIEW FORM

__X__ AGENDA REQUEST
__X__ CONTRACT REVIEW
____ GRANT REVIEW

Southwestern Bell
Easement

For the Fayetteville City Council meeting of February 20, 2000

FROM:

Alett Little	Airport	Economic Development
Name	Division	Department

ACTION REQUIRED: Request approval of a Resolution for an easement consisting of 400 sq. ft. for Southwestern Bell to install additional fiber optic equipment. The easement will be adjacent to an existing SW Bell easement which was granted in 1995 for a sum of $500. This new easement will have a one time fee $1,000. Please return a signed copy to the Airport.

COST TO CITY:

$ N/A	$ N/A	N/A
Cost of this Request	Category/Project Budget	Category/Project Name
5550-0955-6999.10	$ N/A	N/A
Account Number	Funds used to date	Program Name
N/A	$	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: 2/5/01 ____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager Date Administrative Services Dir. Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date	Internal Auditor	Date	**GRANTING AGENCY**
City Attorney	2-5-01 Date	ADA Coordinator	Date	
Purchasing Officer	2-6-01 Date	Grants Coordinator	Date	

STAFF RECOMMENDATION: **This item was approved by the Airport Board at their February 1, 2000 meeting.**

Division Head	Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

2-02-01
2/6/01
2/7/01

Cross Reference Adjoining Easement approved by Resolution 75-95

New Item: (Yes) No
Prev. Ord/Res#: _____
Orig Cont. Date: _____
Orig Cont #: _____

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: **FAYETTEVILLE CITY COUNCIL**

THRU: **DAN COODY, MAYOR**

FROM: **ALETT LITTLE, ECONOMIC DEVELOPMENT DIRECTOR** al

DATE: **FEBRUARY 2, 2001**

SUBJECT: **SOUTHWESTERN BELL EASEMENT**
FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD

Action Requested: Staff is requesting approval of a Resolution granting a 400 sq. ft. easement to Southwestern Bell. This easement will be located adjacent to an existing Southwestern Bell easement which was granted to them in 1995 for a sum of $500. The new easement, if granted, will be for a one-time sum of $1,000. This will allow Southwestern Bell to install additional fiber optic equipment that will benefit northwest Arkansas.

Staff Recommendation: The Airport Board at their regularly scheduled meeting on February 1, 2001 recommended approval of the Southwestern Bell easement.

AL/lp

Attachments: Easement for Equipment Station

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304
e-mail: alittle@ci.fayetteville.ar.us

Economic Development Department
Alett S. Little, Director

TO: Airport Board

FROM: Alett Little, Airport Man/Econ Dev Dir

DATE: January 30, 2001

SUBJECT: Easement for SW Bell

An agent for SW Bell, Leslie Parkes, has contacted our office and conveyed a request that SW Bell be granted an easement to place an additional fiber optic equipment station on Airport property. The expanded site is an area approximately 20' by 20' located just north of the AR Technology Center auxiliary building (Old Skyways Hangar) and between that building and the Bell-Aire Maintenance facility (Old Tyson Hangar). SW Bell currently has an easement which is located just to the west of the site they currently desire to lease which they leased from the Airport in May, 1995 for the sum of $500.00. The current proposal is to lease a like amount of land adjacent to the existing easement for $1000.00.

Ms. Parkes plans to attend the Airport Board meeting and will be available to answer any questions that you may have about this proposal.

Action Requested: Resolution recommending that the City Council approve the easement for SW Bell fiber optic equipment station.

Staff Recommendation: Approval of the resolution as stated above.

Additional Information: Staff will request that this item be placed on the agenda for the February 20, 2001 City Council meeting. That meeting will be held at 6:30 pm on Tuesday, Feb 20 in rm 219 of City Hall. The Agenda Session for that Council meeting will be held at 4:30 pm on Tuesday, February 13 in rm 326 of City Hall.

Southwestern Bell

EASEMENT FOR EQUIPMENT STATION

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of One Thousand Dollars ($1,000.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent right and easement to construct, operate, maintain, reconstruct, enlarge, fence and remove a communications equipment station upon the following described land, situated in Washington County, State of Arkansas and described as follows:

PART OF THE NW/4 OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NW/4 OF SECTION 4, THENCE ALONG THE NORTH LINE OF SAID NW/4 N 87°03'31" W 1351.56 FEET, THENCE S 02°08'33" W 1395.33 FEET TO THE NE CORNER OF AN EXISTING SOUTHWESTERN BELL EASEMENT AND THE POINT OF BEGINNING, THENCE S 04°41'41" W 19.98 FEET ALONG THE EAST LINE OF SAID EXISTING EASEMENT TO THE SE CORNER OF SAID EASEMENT, THENCE S 85°15'34" E 20.00 FEET, THENCE N 04°41'41" E 19.98 FEET, THENCE N 85°15'34" W 20.00 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns forever, including (1) the right to connect said station with the Grantee's communications systems by means of aerial and underground cables, wires and antennas, (2) the right to enclose said land with a fence, (3) the right of ingress and egress to and from said station, (4) the right to construct, operate and maintain, or license other to do, service lines for electric power and telephone, and (5) to clear and keep cleared all trees, overhanging branches, roots, brush and other obstructions from said land.

Grantors covenant that they and their heirs, successors, administrators and assigns, shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to its successors and assigns forever against the lawful claims of all persons whomsoever, and further that the Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated. Grantors warrant that they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee. Grantors agree to hold Grantee harmless for liability arising from undisclosed environmental hazards.

Signed and executed this _____ day of _____, 20_____.

_____ _____

_____ _____

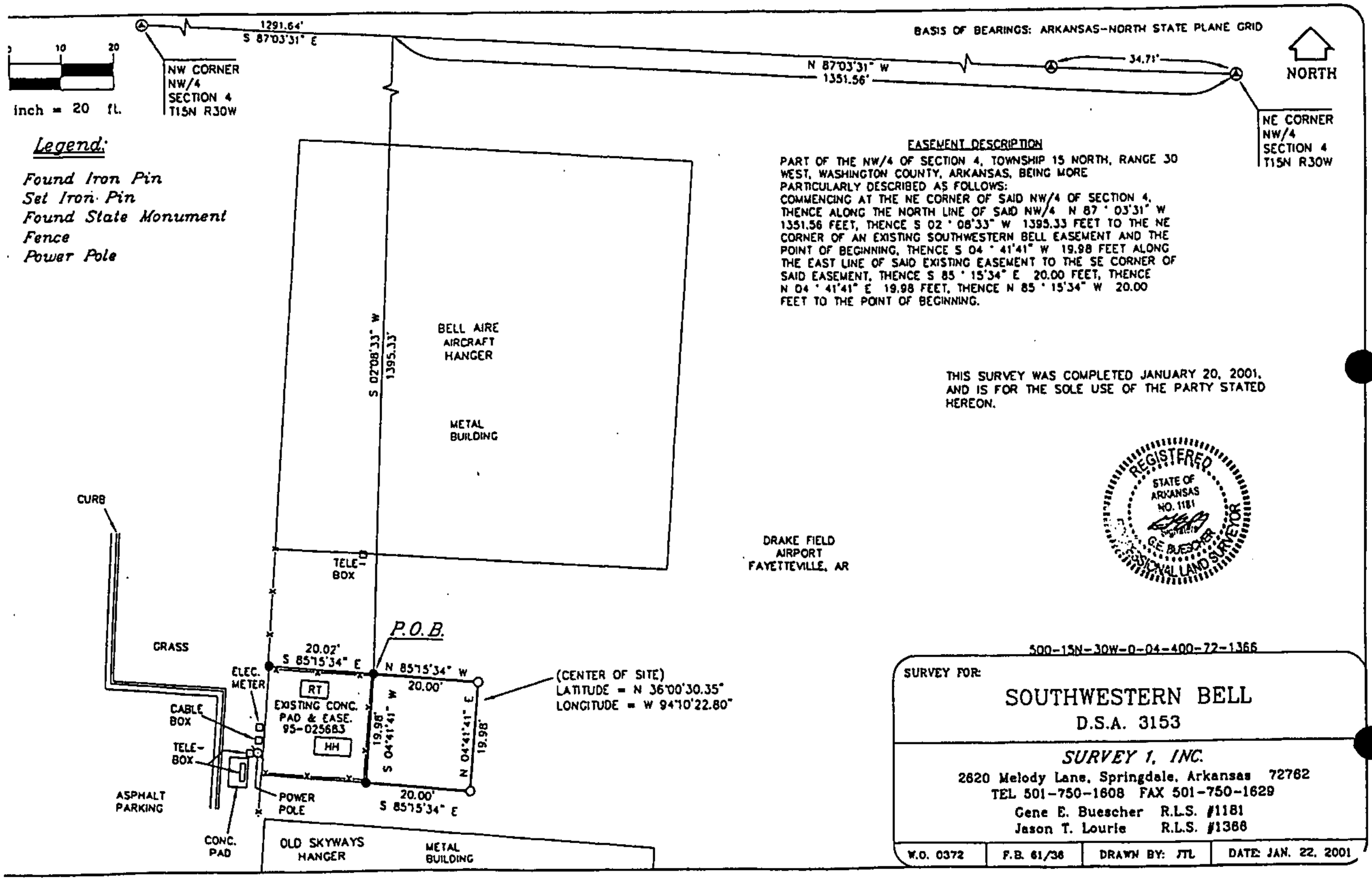
Social Security Number

ACKNOWLEDGEMENT

THE STATE OF
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person ____ whose name ____ is/are subscribed to the foregoing instrument and acknowledged to me that _____ he/they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the _____ day of _____, AD 20_____

_____
Notary Public in and for _____ County, State of _____
My Commission Expires



EASEMENT DESCRIPTION

PART OF THE NW/4 OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NE CORNER OF SAID NW/4 OF SECTION 4, THENCE ALONG THE NORTH LINE OF SAID NW/4 N 87 ° 03'31" W 1351.56 FEET, THENCE S 02 ° 08'33" W 1395.33 FEET TO THE NE CORNER OF AN EXISTING SOUTHWESTERN BELL EASEMENT AND THE POINT OF BEGINNING, THENCE S 04 ° 41'41" W 19.98 FEET ALONG THE EAST LINE OF SAID EXISTING EASEMENT TO THE SE CORNER OF SAID EASEMENT, THENCE S 85 ° 15'34" E 20.00 FEET, THENCE N 04 ° 41'41" E 19.98 FEET, THENCE N 85 ° 15'34" W 20.00 FEET TO THE POINT OF BEGINNING.

THIS SURVEY WAS COMPLETED JANUARY 20, 2001, AND IS FOR THE SOLE USE OF THE PARTY STATED HEREON.

REGISTERED
STATE OF ARKANSAS
NO. 1181
GENE E. BUESCHER
PROFESSIONAL LAND SURVEYOR

500-15N-30W-0-04-400-72-1366

SURVEY FOR:

SOUTHWESTERN BELL

D.S.A. 3153

SURVEY 1, INC.
2620 Melody Lane, Springdale, Arkansas 72762
TEL 501-750-1608 FAX 501-750-1629
Gene E. Buescher R.L.S. #1181
Jason T. Lourie R.L.S. #1366

W.O. 0372	F.B. 61/36	DRAWN BY: JTL	DATE: JAN. 22, 2001

RESOLUTION NO. 75-95

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EASEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY FOR A 400 SQUARE FOOT TRACT OF LAND WITHIN THE BOUNDARY OF FAYETTEVILLE DRAKE FIELD FOR THE INSTALLATION OF A FIBER OPTIC EQUIPMENT STATION.

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

Section 1. That the Mayor and City Clerk are hereby authorized t execute an Easement with Southwestern Bell Telephone Company for a 400 square foot tract of land within the boundary of Fayetteville Drake Field for the installation of fiber optic equipment station. . A copy of the Easement is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 16th day of May, 1995.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

Southwestern Bell Telephone
Request: 94129
Tract: (1) Complete

DEPARTMENT
DIVISION
6-27-95

EASEMENT FOR EQUIPMENT STATION

DRAKE FIELD EASEMENT

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of Five Hundred and No/100 Dollars ($ 500.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent right and easement to construct, operate, maintain, reconstruct, enlarge, fence and remove a communications equipment station upon the following described land, situated in Washington County, State of AR and described as follows:

A plot of land Twenty (20') X Twenty (20') located in part of the Northwest Quarter (NW¼), Section Four (4), Township Fifteen (15) North, Range Thirty (30) West in Washington County, Arkansas, being more particularly described on the attached exhibit.

EASEMENT:
A Tract of land in the NW 1/4 of Section 4, Township 15 North, Range 30 West in Washington County, Arkansas, Being more particularly described as follows: Beginning at an iron pin that is 1386.91 feet West of and 1358.88 feet South of the North 1/4 corner of said Section 4; thence S 86°52' E, 20.0 feet to an iron pin; thence S 03°17' W, 20.0 feet to an iron pin; thence N 86°52' W, 20.0 feet to an iron pin; thence N 03°17' E along an existing fence, 20.0 feet to the Point of Beginning. Containing 400.0 square feet, more or less.

SOUTHWESTERN BELL TELEPHONE CO.
1111 W. CAPITOL-RM 525
P.O. BOX 1611
LITTLE ROCK, AR 72203

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns forever, including: (1) the right to connect said station with the Grantee's communications systems by means of aerial and underground cables, wires and antennas, (2) the right to enclose said land with a fence, (3) the right of ingress and egress to and from said station, (4) the right to construct, operate and maintain, or license other to do, service lines for electric power and telephone and (5) to clear and keep cleared all trees, overhanging branches, roots, brush and other obstructions from said land. Use of said easement shall be in strict compliance with all Federal Aviation Administration rules and regulations, and all city ordinances.

Grantors covenant that they and their heirs, successors, administrators and assigns, shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to its successors and assigns forever against the lawful claims of all persons whomsoever; and further that the Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated. Grantors warrant that they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee. Grantors agree to hold Grantee harmless for liability arising from undisclosed environmental hazards.

Signed and executed this 16th day of May, 1995.

CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

BY: Fred Hanna
Fred Hanna, Mayor

ATTEST:
Traci Paul
Traci Paul, City Clerk

95025683

CHECK TO:
The City of Fayetteville, AR ATTN: Edward D. Connel
111 West Mountain
Fayetteville, AR 72701
Telephone: 521 7700 Tax I.D. 71-6018462

CITY OF FAYETTEVILLE ARKANSAS
SEAL
(Seal)
CITY CLERK'S

STAFF REVIEW FORM

____ AGENDA REQUEST
xx _ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 20, 2001

FROM:

Connie Edmonston (Name) | Parks & Recreation (Division) | Public Works (Department)

ACTION REQUIRED:

Approval of contract with McClelland Consulting Engineers, Inc. for the design and construction supervision of the renovation of Wilson and Walker Park tennis and basketball courts.

COST TO CITY:

$ 50,555 — Cost of this Request
$260,000 — Category/Project Budget
Tennis/basketball Surface Renovation — Category/Project Name

2250-9250-5314-00 — Account Number
$ 0 — Funds Used To Date
Park Improvements — Program Name

00005-01 — Project Number
$260,000 — Remaining Balance
Parks Development — Fund

BUDGET REVIEW: _xx__ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marsha Farthing — Accounting Manager — 2/02/01 Date
Danny Smith — Internal Auditor — 2/2/01 Date

City Attorney — 2-5-01 Date
ADA Coordinator — Date

Purchasing Officer — Date

STAFF RECOMMENDATION:

Approval of contract.

Connie Edmonston — Division Head — 2-02-01 Date

Department Director — 2-6-01 Date

Administrative Services Director — 2-6-01 Date

Mayor — 2/7/01 Date

Cross Reference

New Item: (Yes) No

Prev Ord/Res #: __

Orig Contract Date:_

Orig Contract Number: ____

STAFF REVIEW FORM

Description **Tennis/Basketball Surface Renovation** Meeting Date **February 20, 2001**

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Internal Auditor

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council
THRU: Don Bunn, Assistant Public Works Director
FROM: Connie Edmonston, Parks & Recreation Superintendent
DATE: February 2, 2001
RE: Wilson and Walker Park Tennis and Basketball Courts Contract

The Parks and Recreation Division requests approval of a contract with McClelland Consulting Engineers for the renovation of Wilson and Walker Park tennis and basketball courts in the amount of $45,555 plus a contingency in the amount of $5,000 for a total project cost of $50,555. The current funding for this project is $260,000. A selection committee consisting of a City Council Alderman, a citizen representing the tennis community, and four City staff reviewed two RFP's that were submitted for this specialized project.

Wilson Park is the most popular park in our City for the public to play tennis and basketball. Tennis lessons and tournaments are conducted throughout the summer at the Wilson Park tennis courts. The tennis and basketball courts at Wilson, as well as Walker Park are in great need of repair.

The proposed renovation at Wilson Park includes the four lighted tennis court complex and basketball court located directly west of the swimming pool. The additional two unlighted tennis courts to the west are not in need of renovation at this time. At Walker Park, there are two tennis courts with a basketball court attached on the southeast side of the park. Cracks caused by aging of the facility, weathering, and movement of subsoil run throughout the courts making them difficult to play games or matches, as well as provide adequate maintenance for repairs. The current condition of the courts have created maintenance, usability, safety and aesthetic problems. The courts are now at the age and condition that requires renovation to achieve desirable standards for our tennis and basketball community.

McClelland Consulting Engineers will be responsible for evaluating, designing, and construction supervision of six tennis courts and two basketball courts as follows:

Preliminary Engineering Phase, including geotechnical study	$14,183
Detailed Engineering Phase, including construction management	$31,372
Total Contract:	$45,555

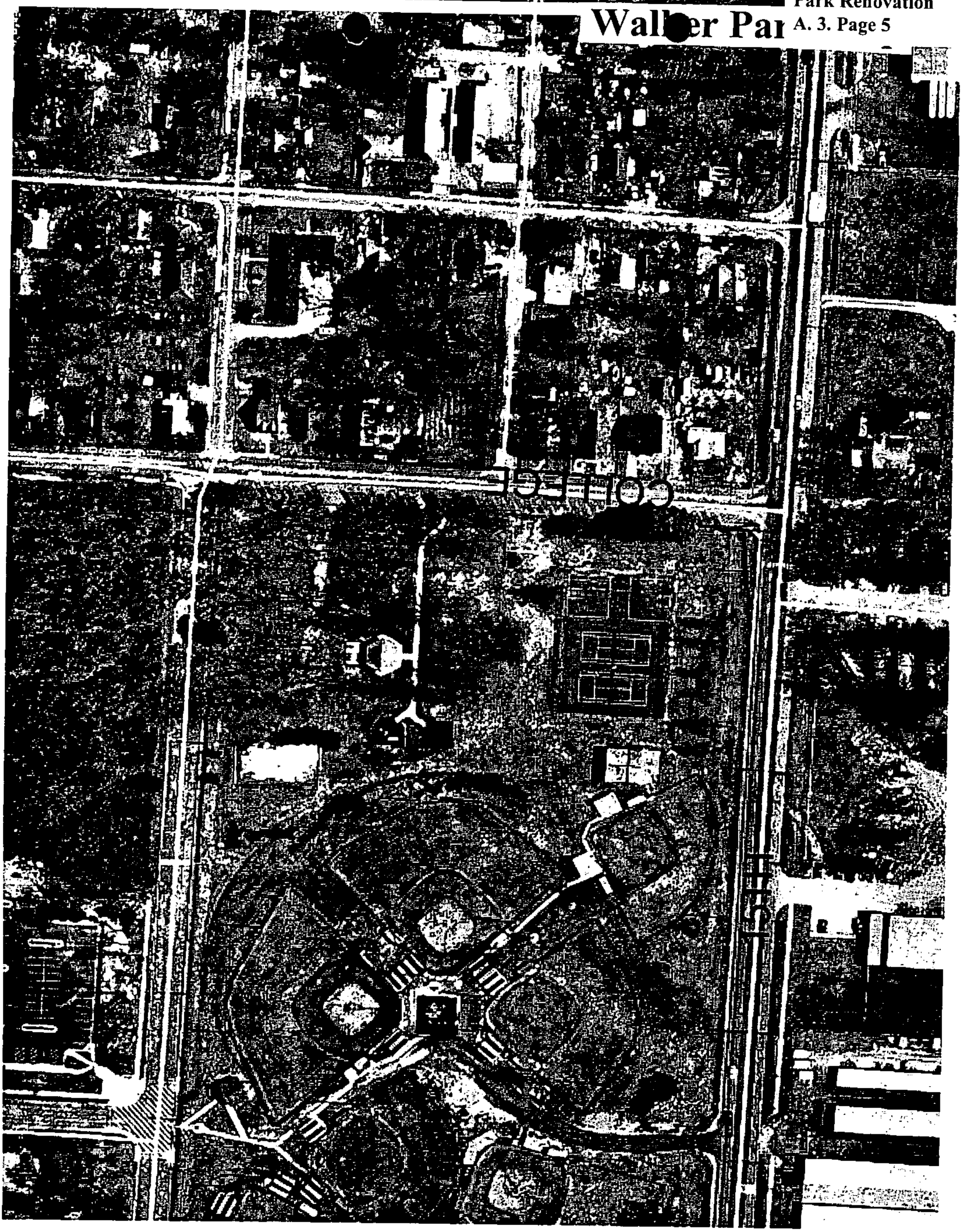
Considering the unknown variables of the site analysis including soils, drainage and core samples, a project contingency of $5,000 is needed. This is a project that has needed attention for several years with many citizens expressing their support of the project. If you have questions concerning this project, please call Connie Edmonston at 444-3471.

Attachments: Contract with McClelland Consulting Engineers
Wilson Park Tennis/Basketball Courts Map
Walker Park Tennis/Basketball Courts Map

Wilson Park Map

Park Renovation
A. 3. Page 5

Wall[illegible]er Par



CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement is entered into and executed this ____ day of _____, 2001, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and McClelland Consulting Engineers, Inc. with offices in Fayetteville, Arkansas, hereinafter called the "ENGINEER.

WITNESSETH:

Whereas, the OWNER is planning to effect improvements to Wilson Park and Walker Park, and Whereas the OWNER'S forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas the ENGINEER'S staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the various projects on schedule;

Now therefore, it is considered to be in the best public interest for the OWNER to obtain assistance from the ENGINEER'S organization in connection with said engineering services.

In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II - DESCRIPTION OF THE PROJECT

The services provided by the ENGINEER are anticipated to involve but not necessarily to be limited to the renovation of 6 asphalt tennis courts and 2 asphalt basketball areas, including:

- Provide site assessment, analysis and inventory. Evaluate surface and subsurface of all tennis and basketball court areas. Determine physical limitations and design opportunities of the existing sites including, but not limited to: configuration, drainage, core sampling, and site access. Recommend courses of action with cost estimates.

- Prepare plans, construction drawings, specifications, and contract documents for bidding as determined by the course of action chosen by the City. Plans must meet all local, state, and federal standards. Recommendations from the United State Tennis Association and the U.S. Tennis Court and Track Builders Association must be utilized.

- Provide all engineering services for the project including, but not limited to: site surveys, drainage/grading plan, geotechnical report, construction details, stormwater management/erosion control plan, and an electrical plan.

- Written specifications will be developed to include all items necessary to renovate the tennis and basketball courts at both park sites. Specifications for items such as tennis net posts, tennis nets, playing lines, windscreens, court fencing, practice backboards, and new light timers for the tennis courts should be included.

- Incorporate existing lighting at Wilson Park into all planning phases. The scope of work does not, however, include specifying new lighting for either park, but developing plans which allow for lighting to be installed or upgraded in the future.

- Provide on-site construction management. Each visit will take place during essential project milestones.

- Make recommendations on maintenance for facilities after construction.

- Advertisement for bids and the distribution of packages will be coordinated through the City's Purchasing Division.

SECTION III – INFORMATION & SERVICES

The OWNER will furnish any specifications, standards and other information which may relate to the project including GPS survey data. The ENGINEER will utilize the City's aerial mapping data, as supplemented by on-site field surveys.

SECTION IV - SERVICES TO BE FURNISHED BY THE ENGINEER

The ENGINEER will provide the preliminary study, design, construction administration, and construction inspection services necessary to complete the following tasks under this Contract.

A. PRELIMINARY ENGINEERING

1. Develop existing site plans for both project areas. This will include providing field surveys and mapping, tied to the City's GPS control network.
2. Attend preliminary conferences with the OWNER regarding the proposed project, its general design, functions and impact.
3. Obtain, interpret and evaluate geotechnical data for design purposes.
4. Prepare a Preliminary Engineering Report (PER) which will present the results of the geotechnical and mapping efforts, as well as an engineering evaluation of the physical limitations of the project sites, design opportunities, and recommended courses of action with cost estimates.
5. Meet with the OWNER to present the Preliminary Engineering Report, and to make a recommendation on how best to proceed.

B. DETAILED ENGINEERING PHASE

1. After the OWNER has confirmed its chosen course of action the ENGINEER will conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, cost estimates, make any needed plan changes as a result of the OWNER'S review, and all other work required to advertise and receive bids.
2. Assist the OWNER in advertising, answering bid questions, receiving of bids on the various phases of work, evaluating bids received, recommending award of bids, and award of construction contracts.
3. Establish benchmarks for elevation control and tie layout work to Fayetteville's GPS.
4. Provide construction administration during the construction process including attending pre-construction conferences, inspecting the work at construction milestones, reviewing Shop Drawings and samples, assisting with Change Orders, preparing monthly Contractor Pay Estimates, and preparing final "Record Drawings".
5. Provide a recommended Maintenance Plan for the constructed facilities.

SECTION V - COORDINATION WITH OWNER

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

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at the OWNER'S office.

SECTION VII - PRELIMINARY SUBMISSION

The ENGINEER shall provide the City with three (3) sets of documents for each submittal and will meet with the OWNER'S staff following each submittal. Submittals will be made at: the end of Preliminary Engineering Phase; 50% completion of the Detailed Engineering Phase; and 95% completion of the Detailed Engineering Phase.

SECTION VIII - FINAL SUBMISSION

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

A. One (1) copy of all design calculations.

B. Drawings, specifications and contract documents on magnetic media compatible with AutoCAD software.

C. The estimated cost of construction.

D. Three (3) copies of the final plans for OWNER'S use.

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

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

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

SECTION X - SUBCONTRACTING

Prior to entering into fee negotiations, the OWNER shall approve selection of all subconsultants to the ENGINEER. The OWNER reserves the right to reject without prejudice at his discretion the ENGINEER'S selection of firms for any subcontracted tasks.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The ENGINEER shall begin work within thirty (30) days of receiving the OWNER'S Notice To Proceed and shall submit the Preliminary Engineering Report within 45 calendar days. After the OWNER has directed the ENGINEER to proceed with detailed design, the ENGINEER shall complete the plans for the construction contract within forty-five (45) calendar days.

The stipulated completion time shall be predicated upon the fact that the OWNER will promptly provide all pertinent requested information in its possession, and will conduct reviews/approvals of interim work in an expeditious manner.

SECTION XII - FEES AND PAYMENTS

Appendix A to this Agreement sets forth the basis for the compensation presented hereinafter.

A. PRELIMINARY ENGINEERING PHASE

1. Geotechnical Investigation.

   The ENGINEER shall provide a geotechnical investigation of the two (2) project sites for hourly rates and unit prices (in accordance with Appendix B) not to exceed $4,250. This amount will not be exceeded without written justification by the ENGINEER and approval by the OWNER.

2. Surveying, Mapping, and Preliminary Engineering.

   For field surveys, evaluation of the geotechnical investigation, preliminary designs, coordination with the OWNER, preparation of cost estimates, and publishing the Preliminary Engineering Report, the ENGINEER will receive a lump sum compensation of $9,930.

B. DETAILED ENGINEERING PHASE.

1. Final Designs and Bid Documents.

   For final designs, coordination with the OWNER, and bid document preparation, the ENGINEER will be paid a lump sum of $16,830.

2. Bidding and Awarding Construction Contract.

   For assisting the OWNER advertising, bidding, and awarding the construction contract, the ENGINEER will be paid a lump sum of $1,030.

3. Construction Administration, Inspection, and Maintenance Recommendations. The fee for this task will be negotiated after the final construction documents have been prepared and a definitive scope of work has been determined. Based upon the currently – anticipated implementation plan, this fee is estimated to be $10,000.

4. Construction Materials Testing.

The ENGINEER will be paid for this work in accordance with the hourly rate and unit price schedule attached as Exhibit C. The estimated fee for construction materials testing is approximately $3,500.

C. PAYMENTS

Payment to the ENGINEER by the OWNER for services shall be made within 30 days after the date of billing. The amount due will be for services rendered during the previous month. Final payment shall be made upon the OWNER'S approval and acceptance with the satisfactory completion of the project.

SECTION XIII - CHANGES

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

Any claim by the ENGINEER for adjustment under this clause must be asserted with thirty

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

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and shall remain the property of the OWNER. The ENGINEER may retain reproduced copies of drawings and copies of other documents. The OWNER shall not be restricted in the subsequent use of the design, design documents or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to it writing.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

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

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

SECTION XVI - MISCELLANEOUS PROVISIONS

A. Responsibility for Claims and Liability - The ENGINEER shall save harmless the OWNER from all claim and liability due to the ENGINEER's activities, or those of the ENGINEER'S subconsultants, agents, or employees during the time this contract is in force.

B. General Compliance with Laws - The ENGINEER shall comply with all Federal, State and local laws and ordinances applicable to the work. The ENGINEER shall be a Professional Engineer, licensed in the State of Arkansas.

C. Engineer's Endorsement - The ENGINEER shall endorse and recommend all plans, specifications, estimates and engineering data furnished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall

be checked and verified.

D. The OWNER will designate a representative who will direct and coordinate the ENGINEER's efforts and will be the source of instructions to the ENGINEER and shall have the authority to interpret the OWNER's policy as necessary to maintain the ENGINEER's work schedule and to administer the BASIC AGREEMENT.

E. The OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including maps, surveys, bores, and other information required by the ENGINEER and relating to his work.

F. The estimates of cost for the projects provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials conditions, so he cannot warrant that the project construction costs will not vary from his cost estimates.

G. The ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs. Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources plus a 5% mark-up. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the ENGINEER's current rate per mile when the ENGINEER's own automobiles are used, laboratory tests, and reproduction charges.

H. In soils investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test point and sample intervals. The ENGINEER will perform this work in accordance with generally accepted soils engineering practices and makes no other warranties, expressed or implied, that conditions actually encountered in the field may not vary from those found during the investigation work.

I. The OWNER, shall pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, State, or Federal authorities and shall secure the necessary land, easements and rights-of-way as described by the ENGINEER.

J. In the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the Project, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy, on a basis to be negotiated.

K. Visits to the construction site and observations made by the ENGINEER as part of his services shall not relieve the construction Contractor(s) of his obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his full responsibility for all construction means, methods, techniques, sequences,

and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

L. The ENGINEER, when called for, shall provide an on-site Inspector and will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the construction contract has been fulfilled. The Inspector's day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. The Inspector shall have the authority to reject both unsatisfactory workmanship and materials. His primary duties are as follows:

1. Check construction activities to determine compliance with the Plans and Specifications. Inform the Contractor and OWNER of any work that is in noncompliance.

2. Check that all testing required by the Specifications is performed.

3. Visit the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the Specifications.

4. Review test reports and certificates for conformance with the Specifications.

5. Maintain a file of test reports and certifications.

6. Inform the Contractor of deficiencies in order that corrections can be made and retesting performed prior to covering any substandard work with additional material.

7. Document quantities of materials used on the project.

8. Maintain a diary which should contain daily entries made and signed by the Inspector. Each entry should include the following, plus any additional pertinent data:

   (A) Date and weather conditions.

   (B) Names of important visitors.

   (C) Construction work in progress and location.

   (D) Size of Contractor's work force and equipment in use.

   (E) The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of Specifications or other details.

N. It is further agreed that the OWNER, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the work hereunder, for the purpose of making audit, examination excerpts and/or transcriptions. Records under this Section shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any dispute, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall

be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

O. In accordance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations, the ENGINEER agrees that he will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin.

P. In executing this AGREEMENT, the ENGINEER acknowledges that he has visited the site of the work, that he is familiar with the conditions and characteristics of the site, and that he fully understands the nature, extent and character of the project and the time limitations placed thereupon. He further states that he has discussed the proposed work with the representatives of the OWNER.

Q. The ENGINEER hereby states that he has performed planning and design engineering on projects of a similar nature, and that he has the staff and capabilities to perform the work described herein, in a professional and timely manner.

SECTION XVII - SUCCESSORS AND ASSIGNS

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

SECTION XVIII - COVENANT AGAINST CONTINGENT FEES

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

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

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

FOR THE CITY OF FAYETTEVILLE

By: Dan Coody
Mayor

ATTEST: Dan Coody

Date: 2/7/01

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: John C. Quinn
President

ATTEST: J R Wayne Jones

Date: 2/2/01

APPENDIX A
FAYETTEVILLE PARKS AND RECREATION DEPARTMENT
PROJECT DESCRIPTION: TENNIS AND BASKETBALL COURT IMPROVEMENTS
LABOR/COST ESTIMATES FOR FEE DETERMINATION

PRELIMINARY ENGINEERING PHASE

	CLASSIFICATION ▸ / HOURLY RATE ▸	PROJECT DIRECTOR $40.86	PROJECT MGR./ENGR. $29.94	PROJECT ENGINEER $20.19	ENGINEERING TECHNICIAN $18.03	CADD OPER. 1 $16.25	CADD OPER. 2 $12.20	CADD OPER. 3 $8.00	LICENSED SURVEYOR $13.00	SURVEY CREW $22.00	CLERK TYPIST $12.00	INSPECTOR $13.00	MILEAGE $0.35	DIRECT EXPENSE	EXTENDED TOTAL
LINE	TASK DESCRIPTION														
I.1	GEOTECH. INVESTIGATION (SEE APPENDIX B)														
	Subtotals													$4,250.00	$4,250.00

Direct Labor Cost	$0.00
Overhead @ 1.76	$0.00
Direct Expenses	$4,250.00
Fixed Payment	$0.00
Not-to-exceed	$4,250.00

	CLASSIFICATION ▸ / HOURLY RATE ▸	PROJECT DIRECTOR $40.86	PROJECT MGR./ENGR. $29.94	PROJECT ENGINEER $20.19	ENGINEERING TECHNICIAN $18.03	CADD OPER. 1 $16.25	CADD OPER. 2 $12.20	CADD OPER. 3 $8.00	LICENSED SURVEYOR $13.00	SURVEY CREW $22.00	CLERK TYPIST $12.00	INSPECTOR $13.00	MILEAGE $0.35	DIRECT EXPENSE	EXTENDED TOTAL
LINE	TASK DESCRIPTION														
I.2	SURVEYING, MAPPING, & PRELIM. ENGINEERING														
1	SCOPING	1													$40.86
2	CONTRACT NEGOTIATIONS	1													$40.86
3	PREPARE CONTRACT FORM	2													$81.72
4	SCHEDULING & BUDGETING	1													$40.86
5	IDENTIFY PROJ. COMPONENTS		1												$29.94
6	DEVELOP DESIGN CRITERIA		1												$29.94
7	ACQUIRE CITY MAPS			1										$50.00	$70.19
8	SITE VISIT & PHOTOS		4	4							0.5		30	$10.00	$246.53
9	PREPARE FOR MTG. WITH CITY		1	3			2	2							$130.92
10	MEETING WITH CITY	1.5	1.5										10	$35.00	$151.20
17	SITE SURVEYS		0.5	1	16				2	32			16	$20.00	$1,089.84
11	PRELIMINARY SITE PLAN/LAYOUT		1	12			4	8						$5.00	$390.08
12	CATEGORIZE PAVEMENT FAILURE PATTERNS		1	2											$70.32
13	APPLY ASPHALT INSTITUTE'S GUIDELINES		0.5	6											$136.12
14	ANALYZE DRAINAGE PATTERNS		1	8			4								$240.28
15	FORMULATE / PUBLISH REHABILITATION PLAN	0.5	2	8			2	4			3			$75.00	$409.25
16	MEETING WITH CITY TO REVIEW PLAN		1.5										8	$15.00	$87.91
	Subtotals	7	16	45	16	0	12	14	2	32	3.5	0	64	$210.00	$3,266.59

Direct Labor Cost	$3,034.19
Overhead @ 1.76	$5,400.86
Direct Expenses	$232.40
Fixed Payment	$1,265.26
Not-to-exceed	$9,932.71

APPENDIX A
FAYETTEVILLE PARKS AND RECREATION DEPARTMENT
PROJECT DESCRIPTION: TENNIS AND BASKETBALL COURT IMPROVEMENTS
LABOR/COST ESTIMATES FOR FEE DETERMINATION

DETAILED ENGINEERING PHASE

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.86	$29.94	$20.19	$18.03	$16.25	$12.20	$8.00	$13.00	$22.00	$12.00	$13.00	$0.36		
LINE	TASK DESCRIPTION														
II.1	FINAL DESIGNS & BID DOCUMENTS														
1	SCOPING		1	1											$50.13
2	CONFIRM DESIGN CRITERIA		1	2											$70.32
3	LIST SPECIFICATIONS		1	1							0.5				$56.13
4	PREPARE SITE PLANS		2	24		1	16	16							$883.96
5	PREPARE DRAINAGE & EROSION CONTROL PLANS		1	12			4	8							$385.05
6	PREPARE ELECTRICAL PLAN	1	1	4										$1,500.00	$1,851.57
7	PREPARE LAYOUT PLANS FOR TENNIS COURTS		0.5	8		0.5	2	16							$337.03
8	PREPARE LAYOUT PLANS FOR BASKETBALL COURTS		0.5	6			2	8							$224.52
9	MEETING WITH CITY AT 50% COMPLETION	1	1												$70.60
10	PREPARE PROJECT MANUAL	1	4	40							12			$35.00	$1,147.31
11	PREPARE EQUIPMENT & SITE DETAILS		2	24		1	12	24							$899.16
12	REVIEW DESIGNS WITH CITY		2	2									8	$35.00	$143.26
13	REVISE & COMPLETE DOCUMENTS		1	4		1	4	4							$207.76
14	QUALITY CONTROL REVIEW OF DOCUMENTS	1	4								1			$10.00	$182.62
15	FINAL REVISIONS			1				2			0.5				$42.19
															$0.00
	Subtotals	4	22	129	0	3.5	40	78	0	0	14	0	8	$1,680.00	$6,351.80

Direct Labor Cost	$4,769.00
Overhead @ 1.78	$8,488.82
Direct Expenses	$1,582.80
Fixed Payment	$1,988.67
Not-to-exceed	$16,829.29

II.2	BIDDING & AWARDING CONTRACT	0.5	2.5	8							2			$50.00	$356.00

Direct Labor Cost	$306.00
Overhead @ 1.78	$544.68
Direct Expenses	$50.00
Fixed Payment	$127.60
Not-to-exceed	$1,028.28

II.3	CONSTR. ADMIN., INSPECTION, & MAINT. RECS.														
1	CONSTR. ADMINISTRATION	2	12	60							8				$1,937.40
2	STAKING BENCHMARKS AND BASELINES			1	2				1	8					$232.15
3	CONSTR. INSPECTION											56	140		$730.80
4	MAINTENANCE RECOMMENDATIONS		1	6							8				$265.98
	Subtotals	2	12	61	2	0	0	0	1	8	8	56	140	$0.00	$3,166.33

Direct Labor Cost	$3,117.33
Overhead @ 1.78	$5,548.65
Direct Expenses	$49.00
Fixed Payment	$1,299.93
Not-to-exceed	$10,015.10

II.4	CONSTRUCTION MT'LS TESTING													$3,500.00	$3,500.00

	$0.00
Overhead @ 1.78	$0.00
Direct Expenses	$3,500.00
Fixed Payment	$0.00
Not-to-exceed	$3,500.00

TOTAL ESTIMATED FEE **$45,555.39**

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APPENDIX "B"
GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
TENNIS & BASKETBALL COURT RENOVATIONS
FAYETTEVILLE, ARKANSAS
for
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
January 31, 2001

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization ($2.10/mi each way	1	LS	$150.00	$150.00
				Subtotal	$150.00
2	Boring Setup Charges	9	EA	$35.00	$315.00
	Boring Layout	1	HR	$60.00	$60.00
				Subtotal	$375.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling in Building Area (9 Borings - 5 feet max.)	45	LF	$8.50	$382.50
				Subtotal	$382.50
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	18	EA	$12.00	$216.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	9	EA	$55.00	$495.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	9	EA	$50.00	$450.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	12	EA	$40.00	$480.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	12	EA	$12.00	$144.00
				Subtotal	$1,785.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	3	HR	$95.00	$285.00
	Engineering Analysis & Recommendations (Project Engr.)	10	HR	$70.00	$700.00
	Boring Plot Log Preparation (Senior Draftsman)	6	HR	$55.00	$330.00
	Boring Plot Plan Preparation (Draftsman)	4	HR	$40.00	$160.00
	Report Preparation (Clerical)	2	HR	$35.00	$70.00
				Subtotal	$1,545.00
	ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING				**$4,237.50**
				QUOTE Not to exceed	**$4,250.00**

SUBMITTED BY: R Wayne Jones

R. WAYNE JONES, P.E.
Vice President

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"APPENDIX C"

MCE DESIGNED TO SERVE McCLELLAND CONSULTING ENGINEERS, INC.
MATERIALS LABORATORY
P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-587-1303
FAX 501-443-9241

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
MARCH 20, 2000

GENERAL:	
Laboratory Field Technician *	$ 32.00 per hour
AHTD-Qualified Technician*	38.00 per hour
Engineering Technician *	45.00 per hour
Senior Engineering Technician	58.00 per hour
Lab Supervisor	45.00 per hour
Consultation:	
Lab Supervisor	60.00 per hour
Field Engineer	75.00 per hour
Project Engineer	95.00 per hour
Project Manager	100.00 per hour
Principal Engineer	30.00 per hour
Lab Report Preparation	
SOILS:	
AHTD-Qualified Field Technician	38.00 per hour
Soils Field Technician (1-hour minimum)	32.00 per hour
In-Place Compaction Test-Nuclear Gauge ASTM D 2922	
Sample Pickup	48.00 each
Liquid Limit, Plastic Limit, Plasticity Index (3 point) ASTM D 4318	35.00 per sieve
Sieve Analysis-Washed No. 200 (Wet) ASTM D 1140	7.00 per sieve
Sieve Analysis-Dry ASTM D 422	90.00 each
Hydrometer Analysis ASTM D 422	50.00 each
Specific Gravity ASTM D 854	110.00 each
Soils Classification, Unified or AASHTO ASTM D 2487 or AASHTO M 145	120.00 each
Laboratory Maximum Compaction Test ASTM D 698 or AASHTO T 99	135.00 each
Laboratory Maximum Compaction Test ASTM D 1557 or AASHTO T 180	100.00 each
Potential Volume Change-Swell Pressure	150.00 each
California Bearing Ratio-CBR ASTM D 1883 (3 point) (Proctor curve additional)	50.00 each
Shrinkage ASTM D 427	45.00 per hour
Soil Bearing Capacity (Engineering Tech., 2-hour minimum)	
Non-ASTM Procedures Available On Request	
CONCRETE:	Price on Request
Concrete Mix Design	45.00 per hour
Review Concrete Mix Design (Lab Supervisor)	Price on Request
Confirm Concrete Mix Design	32.00 per hour
Concrete Field Technician * (1-hour minimum): [For any of the following 6 items:]	
• Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138	
• Concrete Cylinder or Beam Molding ASTM C 31	
• Concrete Cylinder or Beam Pickup	
• Concrete Slump Test ASTM C 143	
• Concrete Air Content Test ASTM C 231 or C 173	
• Cement Mortar or Group Sampling	38.00 per hour
AHTD-Qualified Concrete Technician: [For any of the foregoing 6 items:]	10.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (pad cap)	15.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (sulfur capped)	10.00 each
Spare Cylinders Specimens Processed but not Tested	45.00 per hour
Schmidt Hammer Testing (Engineering Tech, 2-hour minimum)	

* ACI Grade I Concrete Field Testing Technician

MCE DESIGNED TO SERVE McCLELLAND CONSULTING ENGINEERS, INC.

MATERIALS LABORATORY

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-587-1303
FAX 501-443-9241

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
MARCH 20, 2000

CONCRETE (Continued):	
Flexural Strength of Concrete Beams ASTM C 78 or C 293	25.00 each
Spare Beam Specimens Processed but not Tested	20.00 each
Compressive Strength of Grout Cubes	15.00 each
Compressive Strength of Cement Mortar Cubes	10.00 each
Concrete Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, as required	32.00 per hour
Compressive Strength of Concrete Cores (3" or 4")	30.00 each
Other Core Sizes	Price on Request
Aggregate Sieve Analysis:	
Dry Sieve ASTM C 136	7.00 each
Wet Sieve ASTM C 117	35.00 each
Fineness Modules	20.00 each
Decantation	25.00 each
Deleterious Materials	50.00 each
Specific Gravity and Absorption of Aggregate ASTM C 127 & C 128	75.00 each
Dry Rodded Unit Weight of Aggregate ASTM C 29	50.00 each
Sodium or Magnesium Sulfate Soundness (5 cycles) ASTM C 88	250.00 each
Additional Cycles	50.00 each
ASPHALT:	
Asphalt Mix Design	Price on Request
Review Asphalt Mix Design (Lab Supervisor)	45.00 per hour
Asphalt Field Technician	
In-Place Compaction Test-Nuclear Gauge (Lab Technician)	32.00 per hour
Sample Pickup	32.00 per hour
Marshall Test including Stability, Flow, Laboratory Density, Percent Air Voids,	
Percent Voids in Mineral Aggregate (3 specimens per test)	225.00 each
Extraction including percent Bitumen and Aggregate Gradation	170.00 each
Laboratory Density of Cored Plugs including Depth Measurement	25.00 each
Asphalt Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, if required	32.00 per hour
Sample Pickup	32.00 per hour
FIREPROOFING:	
Unit Weight, Bonding Strength, Thickness and Sampling (actual time required for Lab Technicians)	32.00 per hour/Tech.
Report Preparation (Lab Supervisor)	45.00 per hour
STRUCTURAL STEEL:	
Bolt Torque Testing: Lab Technician(s)	32.00 per hour
Field Engineer	60.00 per hour
Pneumatic Torque Wrench Calibration (twice per day)	50.00 each
Visual Weld Inspection Field Engineer	60.00 per hour

Services not Listed are Available on Request

AASHTO Accredited - Inspected by AMRL & CCRL

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF February 20, 2001 **MAYOR'S APPROVAL**_____

FROM:

Jerry E. Rose	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED:

A resolution approving an extension with TCA Cable Partners to temporarily operate the cable communications system until April 30, 2001.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator	Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date 2 Feb'01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:
Pass resolution.

Division Head	Date	**CROSS REFERENCE**	
Department Director	Date	New Item: Yes (No)	
Administrative Services Director	Date	Previous ~~Ordinance~~/Resolution No.: 167-00	
Mayor	Date	Original Contract Date: _____	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TCA CABLE PARTNERS TO TEMPORARILY OPERATE THE CABLE COMMUNICATIONS SYSTEM.

WHEREAS, the City of Fayetteville, Arkansas ("City") passed and adopted an Ordinance (hereinafter referred to as the "Franchise") granting a non-exclusive franchise; and

WHEREAS, the Franchise is currently held by TCA Cable Partners ("TCA"); and

WHEREAS, pursuant to Section 47 U.S.C. § 546(a) TCA provided notification to the City of TCA's intent to seek renewal of the Franchise under 4 U.S.C. § 546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. § 546 (a) the City properly commenced franchise renewal proceedings; and

WHEREAS, the City and TCA have agreed, pursuant to 47 U.S.C. § 546(h), to conduct franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the City and TCA are interested in continuing informal discussions and negotiations regarding franchise renewal; and

WHEREAS, both the City and TCA desire to expressly reserve all of their respective rights under state and federal law;

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

Section 1. The City hereby authorizes TCA to operate the cable television system in the City of Fayetteville, in full compliance with all of the terms and conditions of the Franchise, for a period commencing on March 1, 2001 and continuing through either the date of which TCA's Franchise is either renewed or until April 30, 2001 whichever shall first occur.

Section 2. This Resolution shall become effective upon the occurrence of both of the following conditions:

1) The resolution being passed and adopted by the City Council of the City of Fayetteville, and

2) TCA's acceptance of this resolution and the Franchise for the term specified in paragraph (1) above, provided TCA accepts and agrees

to each and every term of this resolution and the Franchise within fourteen (14) days from the date of this resolution is passed and adopted.

PASSED AND APPROVED this ___ day of _____, 2001.

APPROVED:

By:_____
Charles D. Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

ACCEPTANCE

TCA Cable Partners, hereby acknowledges the City of Fayetteville, Arkansas' Resolution No. _____ ("Resolution") and Ordinance No. _____, attached hereto and referenced in the Resolution ("Franchise") and hereby accepts each and every term, provision and recital of the Resolution and agrees to be bound by the terms and provisions of the Franchise in accordance with the Resolution.

Dated: _____, 2001

TCA CABLE PARTNERS

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2001.

_____
Notary Public

My Commission Expires:

_____

STAFF REVIEW FORM

__x__ AGENDA REQUEST
__x__ CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of February 20, 2001

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

1. Approval of a engineering services contract in the not-to-exceed amount of $256,420.00 with Garver Engineers for the design and construction administration for improvements to Old Missouri Road from the intersection with Rolling Hills north to the Mud Creek Bridge.

COST TO CITY:

$256,420.00	$1,590,060	Old Missouri Road Phase 1
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$73,739	Street
Account Number	Funds Used To Date	Program Name
00050-0010	$1,516,321	Sales tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __x__ Budgeted Item ____ Budget Adjustment Attached

Budget Manager — 2/1/01

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	2/01/01 Date	Internal Auditor	2/1/01 Date
City Attorney	2/02/01 Date	ADA Coordinator	Date
Purchasing Officer	2/02/01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval

Division Head	01/29/01 Date	Cross Reference
Department Director	2/2/01 Date	New Item: Yes x No
Administrative Services Director	2/5/01 Date	Prev Ord/Res #:
Mayor	2/6/01 Date	Orig Contract Date:
		Orig Contract No:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Dan Coody, Mayor

Thru: Don Bunn, Asst. Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: January 29, 2001

Re: City Council Meeting February 20, 2001
Proposed engineering services contract with Garver Engineers for the design and construction management services for Old Missouri Road Improvements Phase 1.

The City plans to improve Old Missouri Road in phases from Old Wire Road to Joyce in 2001-2004. The first phase of construction in 2001 will be the reconstruction, widening and elevation changes from Stubblefield (or Eaton Street or Rolling Hills Drive) north to the Mud Creek Bridge. The engineering will be performed from Rolling Hills Drive north to the Mud Creek Bridge. Construction may be in phases as the budget allows.

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

A contract for the design and construction management has been negotiated in the not-to-exceed amounts of:

Public Meetings Conceptual Design Preliminary Design Final Design	$152,286
Bidding	$5,667
Construction Inspection and management	$98,467
Total	$256,420

The project will be difficult with environmental, flooding and right-of-way issues to be addressed. The design fee includes time to analyze and present different design alternatives with multiple public meetings. The engineers will not progress to final design until the City Council has approved the scope and limitations of the final design alternative.

The Current budget for Old Missouri Road Phase 1 is $1,500,000.00 in 2001 and $16,321 remaining from the year 2000.

Enc:
1. Vicinity Map/CIP pages 89, 96, 97,101
2. Three original contracts for signature

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

PROJECT TITLE: Old Missouri Road - Mud Creek to Stubblefield

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 2

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

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

PROJECT DESCRIPTION & JUSTIFICATION :

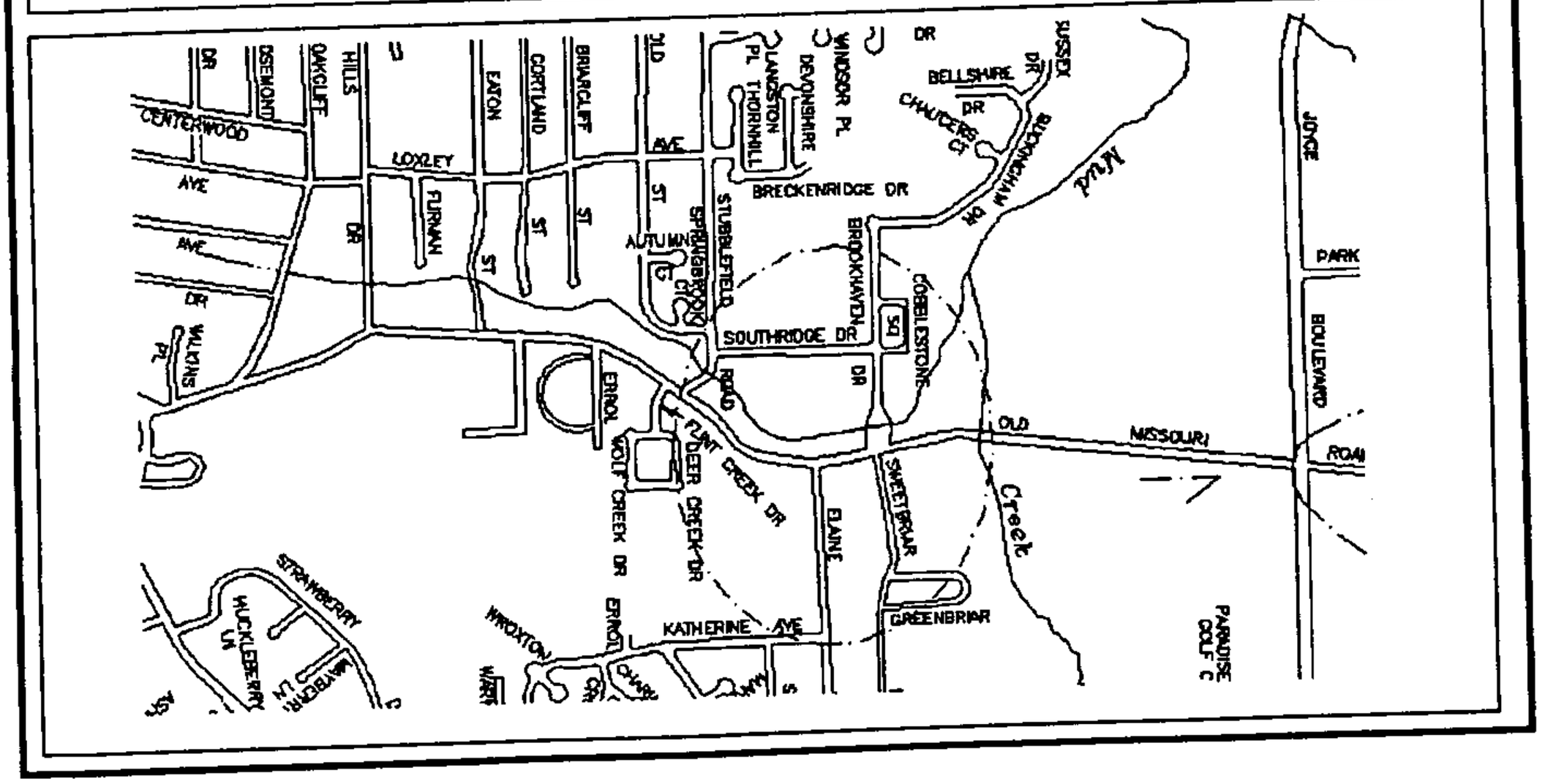
Reconstruction of Old Missouri Road in the low area which currently floods, minor widening, and a sidewalk on the east side. Proposed is a 36 foot three-lane standard collector street with significant retaining walls. Water and sewer relocations are included in the estimate.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Negligible.



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

PROJECT TITLE: Old Missouri Road - Stubblefield to Rolling Hills

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 5

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

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

PROJECT DESCRIPTION & JUSTIFICATION :

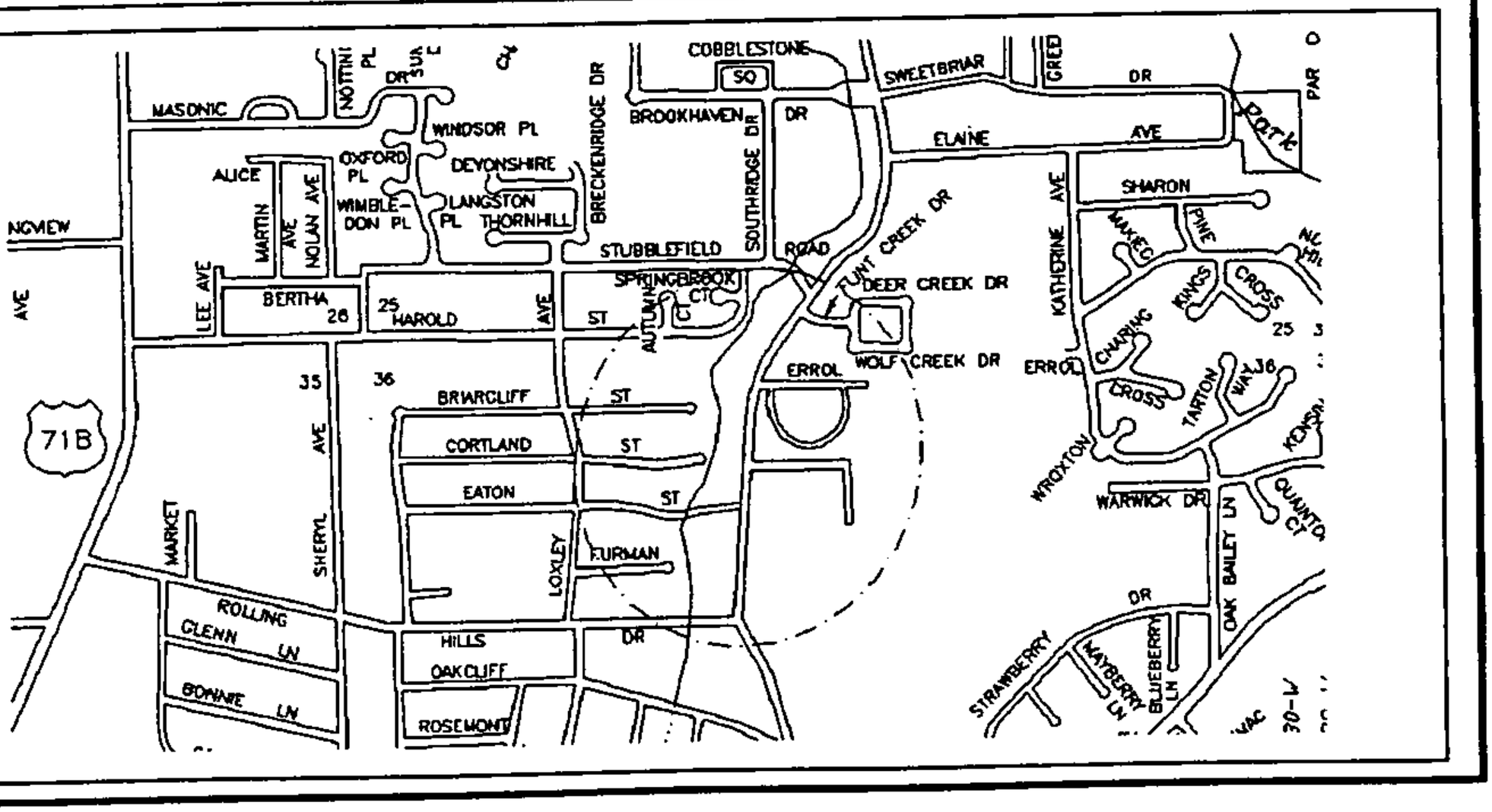
Widening of Old Missouri Road from Stubblefield Road south to Rolling Hills Drive. Improvements to include widening to a 36 foot street with a center turn lane and drainage and sidewalk improvements. Water and sewer relocations and improvements are not anticipated at this date.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance.



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

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

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 2

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

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

PROJECT DESCRIPTION & JUSTIFICATION :

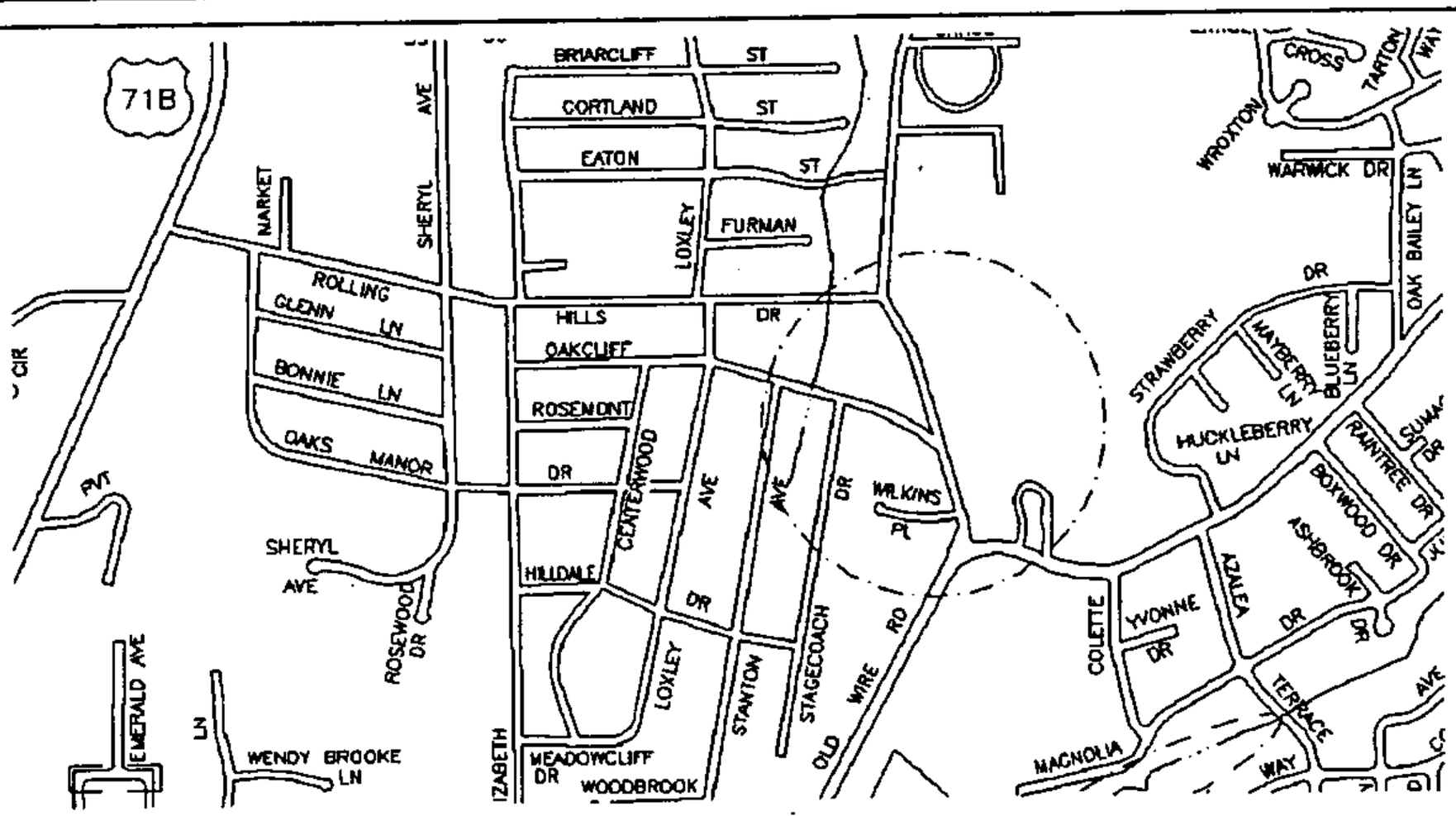
Widening of Old Missouri Road from Rolling Hills Drive south to Old Wire Road. Improvements to include widening the street 36 feet with a center turn lane and drainage and sidewalk improvements. Water and sewer relocations and improvements are not anticipated at this date.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance.



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

PROJECT TITLE: Old Missouri Road - Joyce to Mud Creek

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 4

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST	
2000	$
2001	
2002	
2003	
2004	817,000
TOTAL PROJECT COST	$ 817,000

PROJECT DESCRIPTION & JUSTIFICATION :

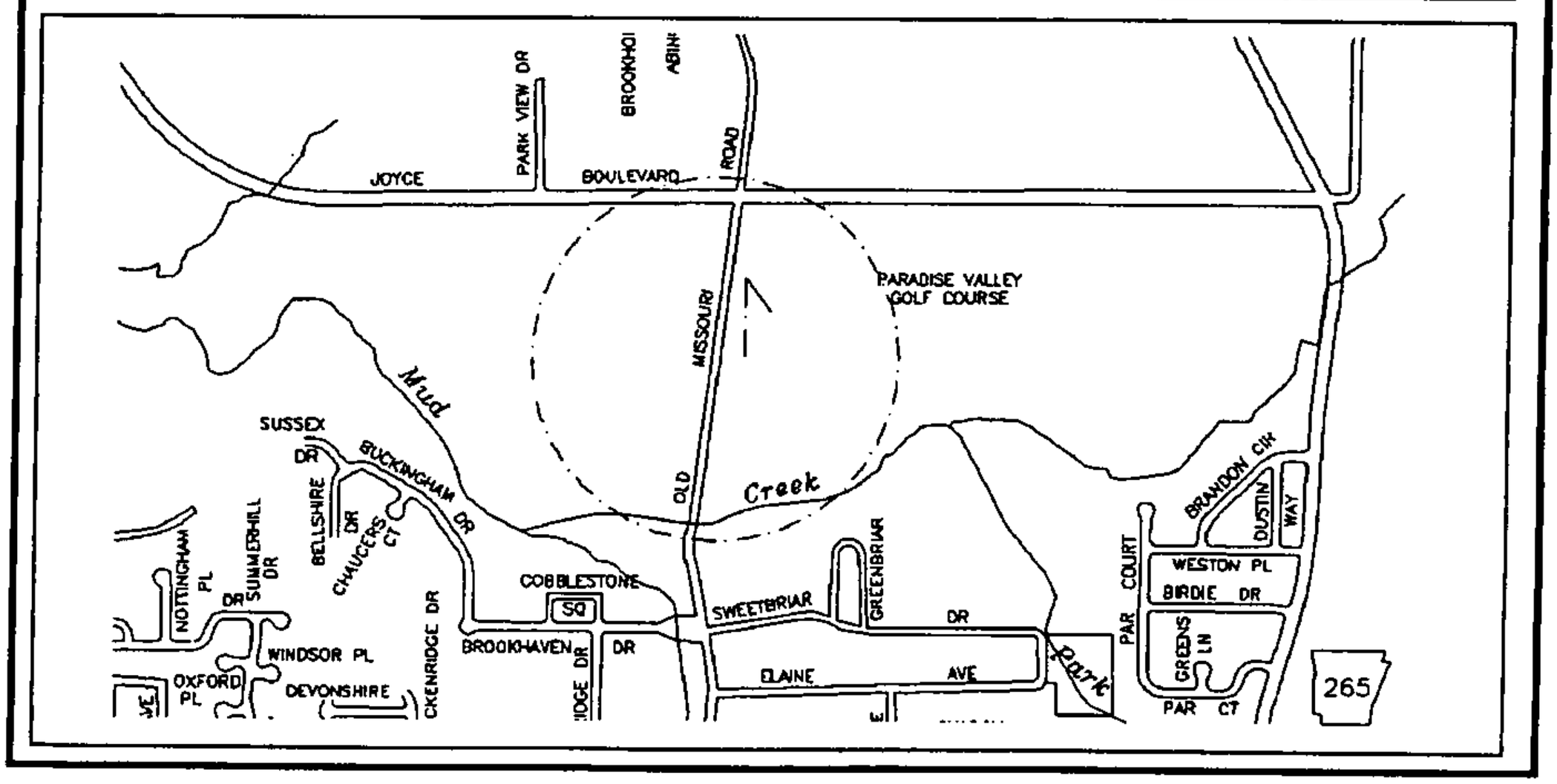
Reconstruction and widening of Old Missouri Road from Joyce Street south to Mud Creek. Improvements to include widening the street to 36 feet and three lanes and drainage and sidewalk improvements. Water and sewer relocations and improvements are not anticipated at this date.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance.



Old Missouri Rd.
A. 8. Page 8

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	Date: 2/01/01
P.O. Number:	Expected Delivery Date: ASAP

Vendor #: 52650

Vendor Name: Garver Engineers

Mail: Yes ____ No X

Address: 3810 Front Street, Suite 10

FOB Point:

Taxable: Yes ____ No ____

City: Fayetteville | State: AR | Zip: 72703

Ship To Code: 090

Division Head Approval: Jim Beavers

Requester: Jim Beavers

*Requester's Employee#: 327

Extension: 208

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Engineering Services Contract for Design and Construction Administration for improvements to Old Missouri Road from the intersection with Rolling Hills Drive North to the Mud Creek Bridge.				256,420	4470-9470-5809.00	00050-10		
	SHIPPING/HANDLING								

Special Instructions: Please return Purchase Order to Engineering

Subtotal: $256,420.00

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this _____ day of _____ 2001, by and between the City of Fayetteville acting by and through its Mayor, hereinafter called the "OWNER," and with Garver Engineers, with offices located at 3810 Front Street, Suite #10, Fayetteville, Arkansas, 72703 hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to provide for Phase 1 improvements to Old Missouri Road (from Rolling Hills Drive to Mud Creek Bridge);

and Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate and well qualified, and it has been determined that its current work load will permit completion of the plans for the project on schedule;

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II -DESCRIPTION OF THE PROJECT

The project involves widening and other improvements to Old Missouri Road, including contiguous drainage from the south side of Rolling Hills Drive to the south end of Mud Creek Bridge (Phase 1). The Engineer will provide all phases of design services, property acquisition documents, bidding services, and construction support services for the project. The Engineer has already accomplished design and property surveys for the project under a separate contract.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any specifications, standards, and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the "ENGINEER" on magnetic media. The Owner will submit applications to the U.S. Army Corps of Engineers or other agencies for environmental or other permits; the Engineer will provide the documentation required for the Owner to submit the permit(s). The "OWNER" will also pay for newspaper advertisements and agency review fees outside of this agreement. Construction materials quality assurance and control testing will be provided by and independent consultant under contract with the construction contractor and is not a part of this agreement.

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

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The project will be designed in accordance with the City Street Standards, Drainage Criteria Manual, and other design guides as appropriate. Deviation from these standards will be as directed in writing from the Owner.

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

The "ENGINEER" shall be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project.

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

The "ENGINEER" shall furnish both preliminary and final plans to all known utility owner's affected by the project and request construction cost estimates for the required utility relocations. The Engineer shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. These coordination meeting will take place at the City Engineer's office.

The Engineer will provide a drainage study to determine the 100-year flood elevation (water surface profiles) for the tributary to Mud Creek running along the west side of Old Missouri Road, including contributing cross drainage. The scope of work for the drainage study may vary depending on the amount of information contributed by the Owner and deemed useful by the Engineer.

The Engineer shall also attend approximately five public meetings including a public hearing with the City Council's Street Committee in addition to several meetings with neighborhood residents. The Engineer will prepare exhibits for these meetings.

Conceptual Design Phase

The conceptual design phase submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry, anticipated utility relocations, cross sections, right-of-way requirements, maintenance of traffic plans, and an opinions of probable construction cost. For the different typical sections evaluated, consideration will be given to two and three-lane sections, different combinations of sidewalks and/or trails, and varying greenspace widths. A formal report will be submitted at the end of the conceptual design phase containing assessments, evaluations, and recommendations for alternative typical section elements and geometry. This report will discuss the impact each design alternative has on right-of-way, construction cost, impact to adjacent properties, maintenance of traffic, and other appropriate issues. This report will be submitted to City Staff and other committees for review. The Engineer will not begin preliminary design until the conceptual design is approved by the City in writing.

Preliminary Design Phase

The preliminary design phase submittal will include refinements to the items submitted for conceptual design and will also include driveways, drainage improvements, retaining walls, sidewalks and/or trails, signing and striping plans, water and sewer relocation plans, and final property acquisition documents. The preliminary design phase will represent approximately 50 to 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Preliminary plans will be submitted to the City Staff, the Council Street Committee, and the City Council. The Engineer will not begin final design until the preliminary design is approved by the City in writing.

Final Design Phase

During the final "Design" phase of the project, the "ENGINEER" shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, opinion of probable cost, make final field inspection with "OWNER", make any needed plan changes as a result of the final field inspection, and all other work required to advertise and receive bids.

The Engineer will submit substantially complete construction plans and contract documents (90 to 95 percent) 15 days prior to submission of final (100%) construction plans and contract documents for review by the City.

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

Unless the Owner prefers and provides a specific construction contract, the Engineer will furnish an industry standard construction contract form for review by the City Attorney.

SECTION V - COORDINATION WITH "OWNER"

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

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit up to ten (10) sets of concept plans and ten (10) sets of preliminary plans.

SECTION VIII - FINAL SUBMISSION

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

A. One (1) copy of all design calculations if requested by the Owner.
B. Three sets of final plans, contract documents, and specifications.
C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 14 software.
D The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

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

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

During the "Construction" phase of work, the "ENGINEER" shall accomplish the following:

1. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.
2. Attend progress/coordination meetings with the City/Contractor.

3. Attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Evaluate and respond to construction material submittals and shop drawings.
6. Prepare record drawings.
7. Provide part-time to full-time resident construction observation services for the 270-calendar-day construction contract performance time. The proposed fee is based on approximately 6 hours per day, 5 days per week, during the 270-calendar-day construction contract performance time.
8. Provide up to 24 hours of survey crew time for field checking earthwork quantities, contractor's layout, etc.

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

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER". The Engineer has made agreements with Holloway, Upike, & Bellen (HUB) for determination of the flood elevations required for the project and with Grubbs, Hoskyn, Barton, & Wyatt for geotechnical investigation. Copies of these subconsultant contracts are attached. Execution of this agreement is evidence of the approval of these two subconsultant contracts.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Geotechnical Engineering	35 days from NTP
Conceptual Design	60 days from NTP
Preliminary Design	45 days from approval of Conceptual Design
Right-of-Way Acquisition Documents	60 days from approval of Conceptual Design
Final Design	60 days from Approval of Preliminary Design
Bidding Services	Estimated at 21 days
Construction Contract Administration	Estimated at 300 days
Construction Support Services	Estimated at 270 days

SECTION XII - FEES AND PAYMENTS

A. "Design" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 160 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a percentage of a fixed fee which are payable as follows:

1.	"Design" phase services including conceptual, preliminary, substantially complete, and final submittals not to exceed:	$108,169
2.	Fixed fee for "Design" services not to exceed:	$16,226
3.	Subconsultant (Holloway, Updike & Bellen)	$8,000
4.	Engineering contract amount for "Design" phase services not to exceed:	$132,395

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

Appendix "A" also shows the classification of personnel and the approximate salary rates for all personnel to be assigned to this project by the "Engineer."

Final payment for Design services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" phase for the project. In the event the Engineer's costs significantly underrun the "not to exceed" amount, the Engineer will not bill the final fixed fee amount more than 20 percent above the percentage that the final actual cost is of the "not to exceed" cost, before the fixed fee is added.

B. "Property Acquisition Documents" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 160 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a percentage of a fixed fee which are payable as follows:

1.	"Property Acquisition Documents" phase services not to exceed:	$13,558
2.	Fixed fee for "Property Acquisition Documents" not to exceed:	$2,033
3.	Engineering contract amount for "Property Acquisition Documents" phase services not to exceed:	$15,591

Final payment for "Property Acquisition Documents" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion and submittal of the documents. In the event the Engineer's costs significantly underrun the "not to exceed" amount, the Engineer will not bill the final fixed fee amount more than 20 percent above the percentage that the final actual cost is of the "not to exceed" cost, before the fixed fee is added.

C. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "Engineer," the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 160 % of direct labor costs (plus direct reimbursable expenses associated with the project), plus a percentage of a fixed fee which are as follows:

1.	"Bidding" phase services costs not to exceed:	$4,928
2.	Fixed fee for "Bidding" services not to exceed:	$739
3.	Engineering contract amount for "Bidding" phase services not to exceed	$5,667

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project. In the event the Engineer's costs significantly underrun the "not to exceed" amount, the Engineer will not bill the final fixed fee amount more than 20 percent above the percentage that the final actual cost is of the "not to exceed" cost, before the fixed fee is added.

D. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER," the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 160 % of direct labor costs (plus direct reimbursable expenses associated with the project), plus a percentage of a fixed fee

which are as follows:

1.	"Construction" phase services costs not to exceed:	85,624
2.	Fixed fee for "Construction" phase services not to exceed:	12,843
3.	Engineering contract amount for "Construction" phase services not to exceed:	98,467

This fee is based upon an assumed construction contract performance period not to exceed 270 days and the Engineer providing on site observation for approximately 6 hours per day, 5 days per week, during the 270-calendar-day construction contract performance time.

The basis for this estimate is shown in Appendix A. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project. In the event the Engineer's costs significantly underrun the "not to exceed" amount, the Engineer will not bill the final fixed fee amount more than 20 percent above the percentage that the final actual cost is of the "not to exceed" cost, before the fixed fee is added.

E. "Geotechnical Investigation" Services:

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in the Engineer's subconsultant agreement with Grubbs, Hoskyn, Barton, & Wyatt, a fee not to exceed **$4,300**. The basis of this upper limit and justification for the fee is contained in subconsultant agreement attached hereto.

F. "Special" Services:

For additional "Special" services, not specifically covered by this agreement but requested by the Owner in writing (such as construction or right-of-way staking, traffic analysis or signalization, landscape design, or utilities design other than water and sewer), the "OWNER" shall pay the "ENGINEER" at the rates shown in Appendix A, plus reimbursable expenses. These rates will increase 6% annually with the first increase being effective September 1, 2001. No Special Services will be accomplished without approval from the Mayor or City Council.

SECTION XIII - CHANGES

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

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

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

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

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of the "OWNER." However, the Owner agrees that these documents shall be used only in conjunction with the construction and maintenance of the specific project at the specified location as prescribed in this agreement. The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

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

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

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of $10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville, whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than $10,000 which cannot be solved by negotiation shall be subject to mediation, arbitration, or litigation as may be appropriate.
2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.
3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.
4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

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

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

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

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

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

OWNER

CITY OF FAYETTEVILLE

By: _____

Mayor: _____

ATTEST:
City Clerk

ENGINEER

GARVER ENGINEERS

By: _____

Title: VP
Authorized Representative

ATTEST:

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
PAGE 1 OF 6

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech./ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr	
1. Acquisition Documents																			
Permanent Right-of-Way Acquisition Documents	0	2	0	0	0	0	110	0	0	0	0	80	0	0	0	0	0	0	
Temporary Construction Easements	0	2	0	0	0	0	40	0	0	0	0	20	0	0	0	0	0	0	
Subtotal - Civil Engineering	0	4	0	0	0	0	150	0	0	0	0	100	0	0	0	0	0	0	
Hours	0	4	0	0	0	0	150	0	0	0	0	100	0	0	0	0	0	0	
Salary Costs	$0.00	$128.00	$0.00	$0.00	$0.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$0.00	$1,700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,128.00

SUBTOTAL - SALARIES		**$5,128.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)		**$8,204.80**
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$200.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Travel Costs	$25.00	**$225.00**
Subtotal		**$13,557.80**
PROFESSIONAL FEE (profit)		**$2,033.67**
TOTAL COST:		**$15,591.47**

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech./ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr
1. Civil Engineering																		
Conceptual Plans																		
Typical Sections		6			12							16						
Plan & Profile Sheets		6			24	24	6					40						
Right-of-Way Requirements		2			2		24					4						
Cross Sections		2			12	32						12						
Maintenance of Traffic Plan		4			24	20						16						
Water and Sewer Relocation		2			20	20						20						
Conceptual Report		10			40	40	12											
Drainage Study Coordination		4			4													
Geotechnical Services Coordination		4			4													
Public Meetings with exhibits		8			12		4					8						
Meetings with Residents		6			8		8											
Utility Companies Coordination		1			8	4	2											
Opinion of Probable Construction Cost		6			12	12	6											
Subtotal - Civil Engineering	0	61	0	0	182	152	62	0	0	0	0	116	0	0	0	0	0	0
2. Structural Engineering																		
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	61	0	0	182	152	62	0	0	0	0	116	0	0	0	0	0	0
Salary Costs	$0.00	$1,952.00	$0.00	$0.00	$4,732.00	$3,040.00	$1,364.00	$0.00	$0.00	$0.00	$0.00	$1,972.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Salary Costs			$13,060.00
SUBTOTAL - SALARIES			$13,060.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)			$20,896.00
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing		$500.00	
Survey Supplies		$0.00	
Aerial Photography		$0.00	
GPS Equipment		$0.00	
Travel Costs		$50.00	$550.00
Subtotal			$34,506.00
PROFESSIONAL FEE (profit)			$5,175.90
CONSULTANTS			
Holloway, Updike & Bellen			$8,000.00
TOTAL COST:			$47,681.90

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
PAGE 3 OF 6

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech./ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr
1. Civil Engineering																		
Preliminary Plans																		
Typical Sections		4			8							12						
Pavement Design (abbreviated)		8																
Plan & Profile Sheets		8			20	40	8					40						
Cross Sections		2			8	40						20						
Maintenance of Traffic Plan		3			16	24						20						
Water and Sewer Relocation		2			12	16						40						
Driveways		1			8	24						20						
Drainage Improvements		2			16	24						12						
Sidewalks/Trails		1			8	8	4					12						
Striping Plans		1			12	4						20						
Signing Plans		1			8	4						8						
Typical Details		1			8	8						16						
Public Meetings with exhibits		8			12		4					8						
Meetings with Residents		8			8		8											
Utility Companies Coordination		1			8	4	2											
Opinion of Probable Construction Cost		4			8	8												
Subtotal - Civil Engineering	**0**	**51**	**0**	**0**	**160**	**204**	**26**	**0**	**0**	**0**	**0**	**228**	**0**	**0**	**0**	**0**	**0**	**0**
2. Structural Engineering																		
Preliminary Plans																		
Retaining Wall Design			4		10													
Retaining Wall Layout			2		8							12						
Retaining Wall Elevations			2		8							12						
Subtotal - Structural Engineering	**0**	**0**	**8**	**0**	**26**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
4. Electrical Engineering																		
Subtotal - Electrical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Hours	**0**	**51**	**8**	**0**	**186**	**204**	**26**	**0**	**0**	**0**	**0**	**252**	**0**	**0**	**0**	**0**	**0**	**0**	
Salary Costs	$0.00	$1,632.00	$240.00	$0.00	$4,836.00	$4,080.00	$572.00	$0.00	$0.00	$0.00	$0.00	$4,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$15,644.00**

SUBTOTAL - SALARIES		**$15,644.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)		**$25,030.40**
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$600.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Travel Costs	$50.00	**$650.00**
Subtotal		**$41,324.40**
PROFESSIONAL FEE (profit)		**$6,198.66**
TOTAL COST:		**$47,523.06**

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS

FINAL DESIGN

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech./ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr
1. Civil Engineering																		
Final Plans																		
Typical Sections		4			8							8						
Plan & Profile Sheets		6			12	16	8					24						
Cross Sections		1			8	24						8						
Maintenance of Traffic Plan		1			8	6						12						
Water and Sewer Relocation		2			4	8						12						
Driveways		1			4	10						8						
Drainage Improvements		1			4	8						12						
Sidewalks/Trails		1			2	6	4					2						
Striping Plans		1			4	8						12						
Signing Plans		1			4	8						8						
Typical Details		2			4	8						16						
Erosion Control Plans		1			4	8						16						
Utility Companies Coordination		1			4		2											
Specifications/Contract Documents		20			40													
Opinion of Probable Construction Cost		4			12	12												
Establish Horizontal and Vertical Control for Construction							4							8				
COE/Other Permitting Support		2			12	8						4						
Subtotal - Civil Engineering	0	49	0	0	132	130	18	0	0	0	0	142	0	8	0	0	0	0
2. Structural Engineering																		
Final Plans																		
Retaining Wall Plans			2		12							10						
Retaining Wall Elevations			2		12							10						
Structural Details			1		4							4						
Technical Specifications			5										2					
Subtotal - Structural Engineering	0	0	10	0	28	0	0	0	0	0	0	24	2	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	49	10	0	160	130	18	0	0	0	0	166	2	8	0	0	0	0
Salary Costs	$0.00	$1,568.00	$300.00	$0.00	$4,160.00	$2,600.00	$396.00	$0.00	$0.00	$0.00	$0.00	$2,822.00	$22.00	$320.00	$0.00	$0.00	$0.00	$0.00	$12,188.00

SUBTOTAL - SALARIES		$12,188.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)		$19,500.80
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$600.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Travel Costs	$50.00	$650.00
Subtotal		$32,338.80
PROFESSIONAL FEE (profit)		$4,850.82
TOTAL COST:		$37,189.62

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
PAGE 5 OF 6

BIDDING SERVICES

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech./ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr
1. Civil Engineering																		
Dispense plans and specs to prospective bidders	1				2	4						4	8					
Addendums/Inquiries	2				8								4					
Pre-Bid Meeting	2				2													
Bid Opening	1				1													
Prepare bid tabulation					2								4					
Evaluate bids and recommend award	1				3													
Prepare construction contracts	2				3								6					12
Notice to Proceed					1								1					
Subtotal - Civil Engineering	9	0	0	0	22	4	0	0	0	0	0	4	23	0	0	0	0	12
2. Structural Engineering																		
Addendums			1		2													
Subtotal - Structural Engineering	0	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	9	0	1	0	24	4	0	0	0	0	0	4	23	0	0	0	0	12
Salary Costs	$360.00	$0.00	$30.00	$0.00	$624.00	$80.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68.00	$253.00	$0.00	$0.00	$0.00	$0.00	$240.00

$1,655.00

SUBTOTAL - SALARIES		**$1,655.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)		**$2,648.00**
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	$600.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Travel Costs	$25.00	**$625.00**
Subtotal		**$4,928.00**
PROFESSIONAL FEE (profit)		**$739.20**
TOTAL COST:		**$5,667.20**

APPENDIX A

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS

CONSTRUCTION SUPPORT SERVICES

WORK TASK DESCRIPTION	Senior Project Manager $40.00 hr	Project Manager $32.00 hr	Senior Project Engineer $30.00 hr	Project Engineer $27.00 hr	Senior Design Engineer $26.00 hr	Design Engineer $20.00 hr	Project Surveyor $22.00 hr	Survey Coord $18.00 hr	Environ-mental Scientist $24.00 hr	Geologist $22.00 hr	Senior Tech/ Draftsman $22.00 hr	Tech. / Draftsman $17.00 hr	Clerical $11.00 hr	Survey Crew $40.00 hr	Senior Constr Engineer $23.00 hr	Const Engineer $20.00 hr	Senior Constr Observer $23.00 hr	Constr Observer $20.00 hr
1. Civil Engineering																		
Preconstruction Meeting		2			2										2			
Utility Coordination Meeting		1			2										1			
Progress Meetings with Contractor/City		4			10										10			
Monthly Pay Requests		4			4													
Shop Drawings/Material Submittals		2			6	6												
Record Drawings		2			4							16			12			
On-Site Meetings		16			32													
Resident Construction Observation															1200			
Field checking earthwork quantities, Contractor's layout, etc.		1			1		6							24				
Subtotal - Civil Engineering	0	32	0	0	61	6	8	0	0	0	0	16	0	24	1225	0	0	0
2. Structural Engineering																		
Response to Inquiries			2		2													
Shop Drawings			1		8													
Subtotal - Structural Engineering	0	0	3	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	32	3	0	71	6	8	0	0	0	0	16	0	24	1225	0	0	0
Salary Costs	$0.00	$1,024.00	$90.00	$0.00	$1,846.00	$120.00	$176.00	$0.00	$0.00	$0.00	$0.00	$272.00	$0.00	$960.00	$28,175.00	$0.00	$0.00	$0.00

			$32,663.00
SUBTOTAL - SALARIES			$32,663.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (160%)			$52,260.80
DIRECT NON-LABOR EXPENSES			
Reproduction/Printing	$250.00		
Survey Supplies	$0.00		
Aerial Photography	$0.00		
GPS Equipment	$0.00		
Travel Costs	$450.00	$700.00	
Subtotal		$85,623.80	
PROFESSIONAL FEE (profit)		$12,843.57	
TOTAL COST:		$98,467.37	

Garver, Inc.
Engineers

3810 Front Street, Suite 10
Fayetteville, AR 72703

501-527-9100
FAX 501-527-9101

www.garverinc.com

GARVER|ENGINEERS

January 16, 2001

Terry Eddings, P.E.
Vice President
Holloway, Updike & Bellen, Inc.
818 East Side Blvd
Muskogee, OK 74402
Fax: 918-682-4551

RE: Proposal to Provide Water Surface Profiles
Fayetteville Old Missouri Road (Rolling Hills to Mud Creek)
Garver Project No. 01-6050

Dear Terry:

We accept your proposal dated January 4, 2001 regarding providing water surface profiles for the City of Fayetteville's proposed improvements to Old Missouri Road.

This acceptance of your proposal is contigent upon the execution of our engineering services contract with the City of Fayetteville. We do not have an executed contract yet and cannot issue a NTP to you until we receive a NTP from the City. If you have any questions, please call me.

Sincerely,
Garver Engineers

Brock Hoskins, P.E.
Vice President/Project Manager

HOLLOWAY, UPDIKE AND BELLEN, INC.

ENGINEERS

818 East Side Boulevard
Post Office Box 1543
Muskogee, Oklahoma 74402
(918) 682-7811
(918) 682-4551 Fax

Max Holloway
Joy Updike
Bruce Bellen
Joe Reid
Terry Eddings
Gale Hiebert
Greg Armstrong

January 15, 2001

Brock Hoskins
Garver Engineers
3810 Front St., Suite 10
Fayetteville, AR 72703

Re: Missouri Creek Water Surface
Profiles Along Old Missouri Road

Dear Mr. Hoskins:

We propose to provide water surface profiles on the referenced project for a cost not to exceed $8,000.00 Actual billing shall be based on the attached hourly rates. The not to exceed cost is based on the following work scope;

1. Starting water surface elevations shall be based on the existing FIS or use of a revised FIS from the COE ongoing study if available.

2. The profile limits start at the confluence with Mud Creek and goes south approximately 4200 feet to Rolling Hills Drive. It appears that profiles could stop at Stubble Field Road which would decrease profile limits by 2000 feet and lower cost by approximately $1,500.00.

3. Project hydrology will be based on either the SCS graphical method or modified rational method.

4. Water Surface Profiles shall be computed using the HEC-RAS Model for the 10, 25, 50 and 100 year frequency storms.

5. Site Surveying shall be furnished by others.

6. Provide design flows at crossdrains for full length of project.

Upon receiving survey data we will complete study and submit report within 30 days.

Respectfully,

HOLLOWAY, UPDIKE AND BELLEN, INC.

Terry Eddings, P.E.
Vice President

TE/sw HGPRO

Old Missouri Rd.
A. 8. Page 28

Garver, Inc.
Engineers

3810 Front Street, Suite 10
Fayetteville, AR 72703

501-527-9100
FAX 501-527-9101

www.garverinc.com

GARVER ENGINEERS

January 16, 2001

Ron Pennington, P.E.
Grubbs, Hoskyn, Barton & Wyatt, Inc.
P. O. Box 1248
Springdale, AR 72765

RE: Geotechnical Proposal
Fayetteville Old Missouri Road (Rolling Hills to Mud Creek)
Garver Project No. 01-6050

Dear Mr. Pennington:

We accept your proposal dated January 4, 2001 regarding geotechnical exploration for the City of Fayetteville's proposed improvements to Old Missouri Road with the following exceptions to your Standard Fees and General Conditions, Schedule 40.01:

1. GHBW will be responsible for damage to structures, pipelines, and utilities, contrary to Paragraph 3.1d of Schedule 40.01. Garver will provide GHBW a site survey showing the found utilities.
2. We do **not** want your liability to be limited to $50,000 and therefore agree to pay an additional 4% of your total fee or $500, whichever is greater, in accordance with Paragraph 3.3 of Schedule 40.01.

This acceptance of your proposal is contigent upon the execution of our engineering services contract with the City of Fayetteville. We do not have an executed contract yet and cannot issue a NTP to you until we receive a NTP from the City. If you have any questions, please call me.

Sincerely,
Garver Engineers

Brock Hoskins, P.E.
Vice President/Project Manager

Grubbs, Hoskyn, Barton & Wyatt, INC.
CONSULTING ENGINEERS

Springdale, Arkansas 72765
341 West County Line Road 72764
(501) 756-5999
FAX (501) 756-1749

January 4, 2001
Proposal No. SP01-002

Mr. Brock Hoskins, P.E.
Garver Engineers
3810 Front Street, Suite 10
Fayetteville, Arkansas 72703-5217

SUBJECT: PROPOSAL FOR GEOTECHNICAL EXPLORATION
OLD MISSOURI ROAD IMPROVEMENTS
ROLLING HILLS DRIVE TO MUD CREEK BRIDGE
FAYETTEVILLE, ARKANSAS

Grubbs, Hoskyn, Barton & Wyatt, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the proposed improvements to an existing portion of Old Missouri Road located in Fayetteville, Arkansas. The section of road to be explored in this study begins on the south end at the intersection of Old Missouri Road and Rolling Hills Drive. On the north end, the area to be explored terminates at the existing Mud Creek Bridge. This proposal contains our understanding of the project, the proposed scope of work, an estimate of the cost of the study, and the schedule within which the work can be performed.

PROJECT INFORMATION

We understand that a portion of the section of Old Missouri Road to be explored has been previously improved but does not meet current roadway standards. Installation of curbs and gutters and a pavement overlay are planned for this section of road. The previously improved section of the road begins at Rolling Hills Drive and extends approximately 0.3 miles north. It is our understanding that the remaining 0.4 miles of the roadway has not been improved. Initial planning contemplates potential vertical realignment, widening, and new pavement.

We also understand that retaining walls may be required in portions of the existing unimproved roadway. Retaining walls are not estimated at this time.

GEOTECHNICAL EXPLORATION

The proposed exploration for the project requires site specific collection of subsurface data and characterization of the engineering properties of the soils. A professional engineer registered in the State of Arkansas who specializes in geotechnical engineering will direct and supervise the proposed study.

We propose to drill 4 sample borings with a truck-mounted drilling rig in the northern, unimproved portion of the existing roadway alignment. In the southern 0.3 miles of improved existing roadway alignment, we recommend the asphalt be cored in three locations and the existing asphalt and base course be measured for thickness for the purpose of evaluating the existing structural number of the pavement.

The north sample borings are planned for a maximum depth of 15 feet. The planned depth should be adequate to provide necessary design criteria for both the pavement structure and the planned retaining wall footings unless some unusual conditions are encountered. Soil samples will be obtained with a combination of thin-walled Shelby tube samplers and driven split-spoon samplers. Samples will be obtained at intervals not exceeding 3 feet. All drilling and sampling will be performed in compliance with applicable ASTM standards. If unusual subsurface conditions are encountered, we will notify your office with a recommended course of action and for your consent while the drill crew is in the field.

At completion of drilling, the recovered soil samples will be transported to our laboratory where they will be further examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. The engineer will select samples for laboratory testing.

The numbers and types of laboratory tests required to adequately evaluate the soils cannot be precisely determined in advance. However, we expect the laboratory testing work will include Atterberg limits tests, soil shear strength tests, soil unit weights, and moisture contents. The laboratory testing

will provide the index properties and strength characteristics necessary to develop minimum pavement section thicknesses.

The written report will include the following:

- A brief review of the test procedures and the results of all testing performed;
- A review of the subsurface stratigraphy with pertinent physical properties available;
- Geotechnical recommendations for design and construction of retaining walls; and
- Recommendations for pavement section thicknesses and pavement subgrade preparation.

ESTIMATED FEES

Charges for the outlined services will be based on the enclosed Schedule of Fees. Your attention is directed to the General Conditions on Schedule 40.01 (April 2000). If liability coverage in excess of the shown in Item 3.3 is desired, please so indicate.

We estimate the cost of the exploration will be approximately **$3,775** depending on the soil conditions encountered. This estimate is based on approximately $850 for drilling, sampling, travel, mobilization, setup and coring of asphalt; $1400 for laboratory testing **including 4 CBRs which are required by the City of Fayetteville's Minimum Street Standards**, $850 for engineering analysis, $575 for roadway flagmen, and $100 for report preparation and reproduction.

This estimate is also based on the site being accessible to our truck-mounted drilling rig. The costs for renting tractors or other equipment required to gain access to the site will be determined in accordance with item 7.3 of Schedule 43.04, enclosed.

If unusual soil conditions are encountered that would materially alter the proposed exploration, we will notify your office or representative before proceeding with any additional studies.

SCHEDULE

Based on our current project schedules and favorable weather, we can begin the project 7 to 10 working days after we receive written authorization. We expect the project to take approximately 3.5 weeks total to complete. We can normally provide preliminary verbal recommendations as soon as field and laboratory testing have been completed.

AUTHORIZATION

If this proposal is satisfactory to you, please sign one of the enclosed copies and return it to our office.

We appreciate your consideration of Grubbs, Hoskyn, Barton & Wyatt, Inc. for this work and look forward to working as your geotechnical consultant on this and future projects.

Sincerely,

GRUBBS, HOSKYN, BARTON & WYATT, INC.

Andy McClarrinon, E.I.
Staff Engineer

ATM

Attachments: Schedule 40.01 (April 2000)
Schedule 42.04 (April 2000)
Schedule 43.04 (April 2000)

Copies Submitted: Garver Engineers (2+fax)
Attn: Mr. Brock Hoskins

Proposal Accepted:

Company GARVER / ENGINEERS
By
Title VP

Date 1-16-01
Special Instructions:
SEE CONDITIONS IN COVER LETTER DATED 1-16-01

GRUBBS, HOSKYN, BARTON & WYATT, INC.

STANDARD FEES AND GENERAL CONDITIONS FOR ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The fee is computed as 2.4 times salary cost for the chargeable time. Salary cost includes base payroll plus 34 percent for employee benefits, payroll taxes, and payroll insurance. A schedule of hourly rates for engineering and technical personnel by classification is available upon request.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

a) for report reproduction by our graphics department, charges equivalent to commercial rates for similar commercial service; schedule available upon request

b) for transportation in our company automobiles, $0.38 per mile

c) for in-house computer use, rates established for individual systems; information furnished upon request

d) for outside computer service use, direct charges allocated to job times 2.5

e) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.

b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.

c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or

hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.

d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold Grubbs, Hoskyn, Barton & Wyatt, Inc. and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.

b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed $50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon receiving Client's written request, and Client agrees to pay an additional consideration of 4 percent of our total fee of $500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for two (2) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

4.2 Laboratory Testing Fees

4.3 Field Charges for Foundation Investigations

4.4 Rates for Construction Surveillance and Consultation

LABORATORY AND FIELD SOIL TESTING FEES (Abbreviated)

	Test	Unit Price
A.	**Classification and Index Test**	
1.	Water content	$ 5.00
2.	Liquid and plastic limits	$ 40.00
3.	Unit dry weight of sample	$ 15.00
4.	Specific gravity	$ 40.00
5.	Sieve analysis through No. 200 Sieve	$ 50.00
6.	Percent passing a single sieve	$ 30.00
7.	Hydrometer test	$ 100.00
8.	Double hydrometer test	$ 150.00
9.	Permeability of sand, constant head	$ 200.00
10.	Permeability of silt or clay, falling head	$ 150.00
11.	Permeability – Flexwall Test (undisturbed sample)	$ 210.00
12.	Permeability – Flexwall Test (remolded sample)	$ 250.00
13.	Laboratory soil resistivity	$ 60.00
14.	pH	$ 20.00
15.	Saw Cut Shelby Tube	$ 30.00
B.	**Strength Tests**	
1.	Compression	
1.1	Unconfined compression, soil	$ 30.00
1.2	Unconfined compression, rock (with saw cutting)	$ 45.00
2.	Triaxial Compression	
2.1	Unconsolidated-undrained	$ 35.00
2.2	Consolidated-undrained	Quoted on Request
2.3	Consolidated-drained	Quoted on Request
3.	Direct Shear	
3.1	Unconsolidated-undrained	$ 100.00
3.2	Consolidated-undrained	$ 125.00
3.3	Consolidated-drained	$ 200.00
4.	Multi-stage test for triaxial or direct shear	Two Times Test Price
C.	**Volume Change Tests**	
1.	Consolidation	$ 250.00
2.	Swell test, swell pressure and percent swell	$ 150.00
D.	**Earthwork Tests**	
1.	Standard Proctor	$ 120.00
2.	Modified Proctor	$ 140.00
3.	California Bearing Ratio (CBR), per specimen, proctor cost not included	$ 170.00
4.	Field density and water content, any method	Hourly Rate
5.	Lime modification optimum (LMO)	Quoted on Request
6.	Sample preparation: soil mixtures and curing	$ 45.00

Notes:

(1) Visual classification, natural water content, and unit dry weight are included at <u>no charge</u> with all strength and volume change tests.

(2) Additional tests not listed can be performed at either a quoted unit price or on an hourly basis. A comprehensive Laboratory Fee Schedule is available upon request.

FIELD CHARGES FOR FOUNDATION INVESTIGATIONS

1. Mobilization and demobilization of 3-man drill crew, including geotechnical technician, and equipment

- **1.1.** Truck rig operation
  - **1.1.1.** In-yard mobilization and demobilization $125.00
  - **1.1.2.** Round-trip travel of equipment and crew $3.00/mi
- **1.2.** Marsh buggy operations (GGH buggies)
  - **1.2.1.** In-yard mobilization and demobilization $345.00
  - **1.2.2.** Transporting buggies w/contract truck ..... Cost + 15%
  - **1.2.3.** Permit charges ..... Cost + 15%
  - **1.2.4.** Three-man crew and pickup truck $2.00/mi

2. Drilling and Sampling

- **2.1.** Soil borings, with 3-man crew, including geotechnical technician; 3-in. thin-walled tube sampler in clay and 2-in. split-barrel sampler in sand; 0 to 100-ft depth; sampling at 2-ft intervals to 10-ft depth and at 5-ft intervals below 10 ft
  - **2.1.1.** Truck rig $10.00/ft
  - **2.1.2.** Buggy rig $12.25/ft
  - **2.1.3.** Drilling abrasive formation, surcharge per ft $2.00/ft

3. Set-up charge per boring $50.00

4. Travel time associated w/jobs in progress for crew and pickup from Little Rock equipment yard or place of lodging to site and return $85.00/hr

5. Time spent gaining access to boring locations, moving equipment between boring locations, and for reasons beyond our control (except weather)

- **5.1.** Truck rig $110.00/hr
- **5.2.** Buggy rig $130.00/hr
- **5.3** Site Cleanup $120.00/hr

6. Special Drilling

6.1. Borings drilled according to specialized specifications or by time-consuming methods, including drilling in cobbles and gravel, grouting or sealing boreholes, installing piezometers, inclinometers, etc.

6.1.1. Truck rig $140.00/hr
6.1.2. Buggy rig $150.00/hr
6.2. Drilling using hand portable equipment $100.00/hr
6.3. Wash borings, no sampling, 0-100 ft $6.00/ft
6.4. Undisturbed samples in wash borings $25.00/ea
6.5. Machine auger borings w/disturbed samples 0-20 ft $7.50/ft
6.6. Rock Drilling and Coring
6.6.1. Setting casing through overburden, as required $7.50/ft
6.6.2. Continuous coring, 0-100 ft $30.00/ft
6.6.3. Wash rotary through rock, 0-100 ft $17.50/ft

7. Other Charges

7.1. Per diem expense allowance for exploration crews when quartered away from base $65.00/man-day
7.2. Survey required to establish boring locations and elevations ..... Cost + 15%
7.3. Rental of dozers, tractors or other equipment, as required to gain access ..... Cost + 15%
7.4. Drilling mud in excess of 2 bags per boring and grouting material for sealing borings ..... Cost + 15%
7.5. In-situ measuring devices and material, including piezometers, pore pressure transducers, inclinometers, backfill sand and cement, and freight ..... Cost + 15%
7.6. Replacement of coring bits and casing consumed or lost while rock coring or drilling ..... Cost + 15%

8. Minimum callout charge for rig and crew $750.00

Notes: (1) Rates presented here are typical minimum charges and apply to the use of a 3-man drill crew, including a driller, helper, and geotechnical technician. For work of unusual scope or work performed under unusually difficult conditions, appropriate adjustments of these rates will be negotiated in advance.

(2) Prices will be furnished on request for items not covered above.

(3) For general terms and conditions applicable to all services, and for fees related to professional services, see Schedule 40.01.

(4) Rush assignments requiring unscheduled overtime are subject to a surcharge.

HOURLY RATES FOR ENGINEERING AND TECHNICAL PERSONNEL

	Hourly Rates
Senior Principal	$125
Principal	$90
Project Manager	$80
Project Engineer	$75
Staff Engineer	$60
Engineer	$50
Senior Technicians	$40
Technicians, Levels III	$35
Technicians, Levels II	$32
Technicians, Level I	$27
Engineering Aides and Draftspersons	$35
Stenographers and Clerks	$30

Notes: (1) Travel to and from the job site out of Washington and Benton Counties will be based on an hourly rate for the technician or engineer, plus mileage at $0.38 per mile.

(2) Overnight expenses will be charged at $65.00 per night.

(3) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.

(4) Tests performed in the laboratory will be in accordance with Schedule 42.07.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 20, 2001

FROM:

Heather Woodruff Jim Beavers Name	City Clerk Engineering Division	General Government Public Works Department

ACTION REQUIRED: A resolution authorizing additional personnel for the Engineering Division and the City Clerk/Treasurer Division.

COST TO CITY:

Cost of this Request	Category/Project Budget	Category/Project Name
$83,996.00 31,756.00	760,127.00 206,300.00	
various	64,589.00 18,573.00	Engineering City Clerk
Account Number	Funds Used To Date	Program Name
N/A N/A	695,538.00 187,727.00	General Fund General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager 2/7/01 Minimal impact on operating budgets.
Administrative Services Director

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

Marsha Farthing Accounting Manager	2/8/01 Date	Nancy Smith Internal Auditor	2/7/01 Date
City Attorney	2-7-01 Date	ADA Coordinator	Date
Purchasing Officer	2-7-01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Staff recommends approval of resolution.

Jim Beavers Division Head	02/07/01 Date	Cross Reference
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	2/7/01 Date	Prev Ord/Res #:
Mayor	2/8/01 Date	Orig Contract Date: Orig Contract Number:

STAFF REVIEW FORM - Page 2

Description Additional Personnel - Engineering and City Clerk Date _____

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Don Bunn, Assistant Public Works Director

FROM: Heather Woodruff, City Clerk
Jim Beavers, City Engineer Jim Beavers

DATE: February 7, 2001

SUBJECT: Approval of an Additional Engineering Position, an Additional Public Construction Inspector Position and a Senior Secretary Position

Approval is requested from City Council to add three positions for the 2001 budget year. The additional cost to the City (above the cost to be charged to projects or rearranged from contract services) associated with each of these positions should be minimal.

The additional engineering position and the additional public construction inspector cost will be charged to capital projects. The City either contracts with an engineering firm to provide project design services and project inspection services or the work is performed in house by City staff. The cost of engineering services and project inspection services are funded in the capital project. Adding staff to perform more work in house should enable the City to contract the more complicated projects that require expertise that would be cost prohibitive for the City to have on staff. These positions would be in the Engineering Division.

The Senior Secretary position is requested to enable the City to bring the work of updating our Code of Ordinance books. Currently, the City contracts this service with an outside publishing company. The last revision to the Code of Ordinance books was made in 1998 for ordinances adopted through July 15, 1997. The cost of this position would be offset, in part, by the planned expenditure for updating services. The position is proposed to be funded in General Fund in the City Clerk/Treasurer Division.

The table below lists the cost of each of these additional positions.

Position Title	Staff Engineer (9 months)	Project Construction Inspector (9 months)	Senior Secretary (10 months)
Personnel Services	41,829	26,517	28,056
Materials & Supplies	0	0	0
Services & Charges	0	6,550	0
Capital	5,200	3,900	3,700
Total	47,029	36,967	31,756

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of FEB 20, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: **Review 2000 Local Law Enforcement Block Grant. Approve budget adjustment accepting the grant**

COST TO CITY:

$34,706.00	16,260.00	PC/Terminal replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5890.00	0.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
98023	16,260.00	Capital Improvements
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item X Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Marsha Fortney	2/9/01	Nancy Smith	2/9/01
Accounting Manager	Date	Internal Auditor	Date
[signature]	2/9/01		
City Attorney	Date ADA Coordinator		Date
[signature]	2/9/01		
Purchasing Officer	Date Grants Coordinator		Date

STAFF RECOMMENDATION: **Accept grant award and approve budget adjustment**

Division Head	Date	Cross Reference
Richard L. Watson	2-8-01	New Item: **Yes** **No**
Department Director	Date	
John Mwaura	2/8/01	Prev Ord/Res #:
Administrative Services Director	Date	
Dan Coody 2/12/01		Orig Contract Date:
Mayor	Date	

STAFF REVIEW FORM

Description _____ Meeting Date

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

_ _ _ _s Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS — POLICE DEPARTMENT

TO: Dan Coody, Mayor

FROM: Richard Watson, Chief of Police R. Watson

DATE: February 08, 2001

RE: Acceptance of the 2000 Local Law Enforcement Block Grant

Attached is copy of the award of the 2000 Local Law Enforcement Block Grant (LLEBG) in the amount of $31,235.00. The city of Fayetteville has been receiving block grants since 1987, these grants are calculated based upon population and UCR statistics.

This grant will be used to purchase personal computers, office software and field reporting software for all of our school resource officers. By assigned each officer a lap top they will be able to complete correspondence, complete lesson plans and file police reports in a more efficient manner.

If you have any questions, please call me at extension 510.

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

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

[ ] OJP [x] BJA [ ] OJJDP
[ ] BJS [ ] NIJ [ ] OVC

CHECK APPROPRIATE BOX

AWARD

[x] GRANT
[ ] COOPERATIVE AGREEMENT

1. GRANTEE NAME AND ADDRESS (Including Zip Code)
Fayetteville City
113 W. Mountain St.
Fayetteville, AR 72701-0113

4. AWARD NUMBER: 2000-LB-BX-1858

5. PROJECT PERIOD: FROM 10/01/1999 TO 09/30/2001
BUDGET PERIOD: FROM 10/01/1999 TO 09/30/2001

1A. GRANTEE IRS/VENDOR NO. 716018462

6. AWARD DATE 09/30/2000

7. ACTION
[x] Initial
[ ] Supplemental

2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

8. SUPPLEMENT NUMBER

2A. SUBGRANTEE IRS/VENDOR NO.

9. PREVIOUS AWARD AMOUNT $0.00

3. PROJECT TITLE
Local Law Enforcement Block Grants

10. AMOUNT OF THIS AWARD $31,235

11. TOTAL AWARD $31,235

12. SPECIAL CONDITIONS (Check, if applicable)

[x] THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 4 PAGES

13. STATUTORY AUTHORITY FOR GRANT

[ ] TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968. 42 U.S.C. 3701, ET. SEQ., AS AMENDED

[ ] TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974 42 U.S.C. 5601, ET. SEQ., AS AMENDED

[ ] VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED

[x] OTHER (Specify): Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act, 2000 (pub. L. No. 106-113)

14. FUTURE FISCAL YEAR(S) SUPPORT:

SECOND YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:
THIRD YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:

15. METHOD OF PAYMENT

THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT [ ] YES [X] NO

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL
Nancy E. Gist, Director
Bureau of Justice Assistance

17. SIGNATURE OF APPROVING OJP OFFICIAL
Nancy E. Gist

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Dan Coody
Mayor

19. SIGNATURE OF AUTHORIZED GRANTEE

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS
X	B	LI	80	00	00	

21. L18M14
L100U03358

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

☐ OJP ☒ BJA ☐ OJJDP
☐ BJS ☐ NIJ ☐ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

☒ GRANT
☐ COOPERATIVE AGREEMENT

PROJECT NUMBER: 2000-LB-BX-1858 AWARD DATE 09/30/2000

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient agrees to comply with the organizational audit requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19.

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in funds from the award being frozen, until such time as the recipient is in compliance.

4. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds, pursuant to section 101(g) of H.R. 728, 104th Cong. (1995).

5. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

   "This project was supported by Grant No. 2000-LB-BX-1858 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

6. The recipient agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice.

7. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, as described in the applicable purpose area of Subpart A section 101(a)(2) of H.R. 728, 104th Cong. (1995), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform non-administrative public safety service. If the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, the unit of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.

U.S. DEPARTMENT OF JUSTICE
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AWARD DATE 09/30/2000

SPECIAL CONDITIONS CONTINUED

8. The recipient agrees this award document constitutes the obligation of federal funds for use by the recipient in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the recipient fails to affirm its timely utilization of the award by accepting the award and special conditions within 45 calendar days from the date of award.

9. The recipient agrees to submit the Request for Drawdown via the Internet system within 90 calendar days from the date of award, or to have all funds deobligated for redistribution during the next funding cycle.

10. The recipient agrees to one 24 month obligation and expenditure period, as established at the approval of the Request for Drawdown. All funds must be expended by the end of this 24 month period with no exceptions.

11. The recipient is required to establish a trust fund account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the 24 month period. Grant funds (including any interest earned) not expended by the end of the 24 month period must be returned to the Office of the Comptroller (OC) by the end of the 27th month, along with the final submission of the Financial Status Report (SF-269A).

12. The recipient agrees to submit semiannual progress reports via the Internet system for the life of the grant. Reports are due within 45 calendar days after the end of the reporting periods, which are June 30 and December 31.

13. The recipient agrees, if funds are used for enhancing security, that the unit of local government - -

    (a) has an adequate process to assess the impact of any enhancement of a school security measure, that is undertaken under subparagraph (B) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken;

    (b) will conduct such an assessment with respect to each such enhancement; and,

    (c) will submit to the Bureau of Justice Assistance (BJA) an annual assessment report via the Internet system.

14. The recipient agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems.

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ☐ OJP ☒ BJA ☐ OJJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX	**AWARD CONTINUATION SHEET** ☒ GRANT ☐ COOPERATIVE AGREEMENT	PAGE 4 OF 5
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SPECIAL CONDITIONS CONTINUED

15. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the recipient agrees to first determine if any of the following activities will be related to the use of the grant funds. The recipient understands that this special condition applies to its following new activities, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

    1. New construction;2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

    Application of This Special Condition to Recipient's Existing Programs or Activities:
    For any of the recipient's or its subrecipient's existing programs or activities that will be funded with these grant funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.ojp.usdoj.gov/ec/states.htm

17. The recipient agrees to provide and expend a 10 percent cash match (calculated as 1/9 of the federal award amount) before the end of the 24 month obligation and expenditure period. The recipient is reminded that the matching funds are auditable under Special Condition #2 and will be binding to the recipient.

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ☐ OJP ☒ BJA ☐ OJJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX	**AWARD CONTINUATION SHEET** ☒ GRANT ☐ COOPERATIVE AGREEMENT	PAGE 5 OF 5
PROJECT NUMBER: 2000-LB-BX-1858	AWARD DATE 09/30/2000	

SPECIAL CONDITIONS CONTINUED

18. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient must also provide verification to BJA, via the Internet system, of the public hearing. At the hearing, persons shall be given an opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation. The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.

19. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following, though it may be broader:

    a) the local police department or sheriff's department;

    b) the local prosecutor's office;

    c) the local court system;

    d) the local school system; and,

    e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.

    The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.

20. The recipient has certified it is not in compliance with the Public Safety Officers' Health Benefits Provision of the Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act, 2000 (Pub. L. No. 106-113). Therefore, the recipient will receive not more than 90 percent of the eligible award amount (or, if less than the eligible amount was requested, of that amount). This provision makes no allowances for a unit of local government to come into compliance during the life of the grant; consequently BJA will not consider requests to adjust the adjusted award amount.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2001	Department:	Police		
	Division:	Police	02/06/2001	
	Program:	Capital Improvements		

Project or Item Requested:

Funds to accept the Local Law Enforcement Block Grant for 2000. These funds will be used to purchase laptop computers and software for the School Resource Officer Program. The matching funds of $3,471 is included in the PC/Terminal Upgrade Project.

Project or Item Deleted:

None

Justification of this Increase:

This grant will provide laptops and software so officers can correspondence, Power Point class presentations and police reports without having down time at the station.

Justification of this Decrease:

The remaing budget for P.C./Terminal- Police Upgrade/Replacement will address current needs.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
[illegible]are	12706	4470	9470	5209	00		98023	
Minor Equipment	22000	4470	9470	5890	00		98023	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Minor Equipment	3471	4470	9470	5890	00		98023	
Federal Grants	-31235	4470	0947	4309	00		98023	

Approval Signatures

Requested By		Date
Budget Coordinator	2-8-01	Date
Department Director		Date
Admin. Services Director		Date
Mayor		Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

STAFF REVIEW FORM

X **AGENDA REQUEST**
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of February 20, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: An ordinance for AD 00-47 amending the City's Master Street Plan by removing the current line on the map that indicates the Eastern Bypass and show a corridor that is the same as the Northwest Arkansas Regional Planning Commission's 2025 Transportation Plan and the Northwest Arkansas Regional Transportation's Major Investment Study.

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	2-5-01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of this request. Planning Commission voted 9-0-0 on Janua 22, 2001, to recommend approval and to forward the request to the City Council for final consideration.

Division Head	2-2-01 Date	Cross Reference
Department Director	2-5-01 Date	New Item: **Yes**
Administrative Services Director	2/5/01 Date	Prev Ord/Res #:
Mayor	2/6/01 Date	Orig Contract Date:
		Orig Contract Number:

Planning Commission
January 22, 2001
Page 34

AD 00-47.00: Administrative Item Master Street Plan for Eastern By-pass Review.

Odom: The next item that we have on tonight's agenda is item number six which is AD 00-47.00 for the Master Street Plan Eastern Bypass review. Notations here state that during recent meetings concerning the update to the City's General Plan 2020, questions arose regarding the eastern bypass which is a part of the Master Street Plan that was adopted in 1995. During a joint meeting of the Planning Commission and City Council on December 7, 2000, staff was directed to review the proposed bypass and to present findings to the Planning Commission for further discussion and public comment. The eastern bypass as it is currently shown on the Master Street Plan has been a part of this planning document since the adoption of the eighth draft of the Master Street Plan on March 7, 1995. Staff has been and is still collecting information from the Arkansas Highway and Transportation Department, Northwest Arkansas Regional Planning Commission, and the City of Springdale regarding the Eastern Bypass. The Eastern Bypass findings are noted that in 1995, the City of Fayetteville placed on the Master Street Plan a proposed Eastern Bypass that would begin at the southern terminus of the 71 Bypass and end at the Planning Area Boundary northeast of the current city limits. The City placed this on the master street plan as part of a plan to provide a loop circulation concept around the existing developed areas of Fayetteville and to avoid building new roads through the developed parts of the City. This project is not on the Springdale Master Street Plan. This idea was further identified and studied in 1996 and 1997 and a Major Investment Study (MIS) was completed by the Northwest Arkansas Regional Planning Commission which identified the costs of such a project and alternative routes. To date, there has been no environmental review, surveys, or engineered route study. Furthermore, only one right-of-way dedication has occurred as part of a lot split request. The City has not been able to proceed beyond this point due to the financial constraints associated with a project of this magnitude. This project is located in Washington County within the City of Fayetteville and City of Springdale Planning Areas. Only a very small portion of this project, at the southern end, and where it crosses Highway 16E. is within the Fayetteville City Limits. In 1997, the Northwest Arkansas Regional Planning Commission amended the 2020 Plan and showed a corridor for the Eastern Bypass. The 2025 Plan also shows the same corridor on the plan for the Eastern Bypass. The staff has listed for our consideration the possible options that we may consider. The first is to show a corridor on the Plan that is the same as the Regional 2025 plan, second possible option is to eliminate the Eastern Bypass from the plan, the third one is to relocate the Eastern Bypass on plan, the fourth is to leave the current line on map that indicates the Eastern Bypass on the Master Street Plan, the next option is to downgrade the road to a principal arterial and the last option is to conduct further studies before making any recommendations to the City Council. Tonight we are going to do two things, we are going to receive a report from the Regional Planning Commission and after we hear the report of the Regional Planning

Commission we are going to take public comment for those interested. I would hope that many of you that are here tonight have some comment that you would like to make on this issue. I would ask that when you do this that you keep a couple of things in mind. First, there are several people that want to talk so we need to be mindful of those who want to speak and do our best to limit comments to your opinion or your point of view that perhaps hasn't been already presented to us. That way we can avoid duplication and being here all night. You can get up and say Amen all night, that's okay. Let's just do our best to keep on new points as we move along. Also, let's keep in mind that we are doing our best up here to follow the plan that we have. We cannot simply without public hearings and so forth, make decisions based on emotions and what we want to do or not to do. That being said, I'm going to, at this time, ask that the representative of the Regional Planning Commission come forward to make their presentation.

Conklin: Commissioner Odom, I would like to welcome John McLarty, he is with the Northwest Arkansas Regional Planning Commission. He is here this evening to kind of go over where we are at with regard to the Regional Planning Commission, what a major investment study is and what our planning area or NARTS boundary is. Welcome John and I appreciate you coming down to the Fayetteville Planning Commission tonight.

McLarty: My name is John McLarty. I'm the Transportation Planner with the Regional Transportation. I'm going to probably instruct you a little bit. We kind of wear two hats at the Regional Planning Commission. We do planning for the entire two counties and we are also the MPO which is the Metropolitan Planning Organization. That's kind of a transportation entity. We need to exist because the Federal Government requires that for federal money to come into an area that has our density of population that they want some regional planning so that highways aren't just kind of scattered willy nilly with things that don't match or that one city is building a major collector and it meets a dirt road in the boundaries of another city. We've been in that roll for several years. Then the MPO is made up of a committee called the Northwest Arkansas Regional Transportation Study. That is comprised of 16 government entities that are within what is called the study boundary and that's outermost line that you can see on that map. That was based on the Census Bureau telling us in 1990 what our urbanized area was. Then we project what might be an urbanized area in 2025. The cities that fall within that boundary to make up the NARTS Study Commission and I say that because the eastern corridor was a decision made by that committee. Just the Northwest Arkansas Regional Planning Commission in and of ourselves, if we are wanting to erase it off the map, we couldn't. It would take an action of those same 16 government entities which includes Washington County, Benton County, Fayetteville, Springdale and the rest. A

little history here, back in 1995 when the 2020 Plan was being developed, the corridor that went, the 412 Northern Bypass that is going to go to the north of Springdale was on the map put there by the Highway Department and it went quite a ways further toward Beaver Lake than that shows, it swung way out to the east. At the same time as that 2020 Plan was put together and after that was approved it was noticed by somebody, I'm not sure who because I wasn't there then, that Fayetteville kind of almost at the same time put a corridor on their Master Street Plan for an Eastern Bypass and the two corridors didn't line up, they did this kind of thing. The NARTS Committee, at the request of the City of Fayetteville, did another study and amended this map to make those corridors line up. The significance of that is the corridor for the Northern Bypass was pulled in further to the west. One of the logistic problems or topographical problems is that crook in the White River there. I think you can notice that. That prevents any proposed Eastern Bypass from swinging out further to the east. That bypass almost has to be pulled back to the west. Those things were taken into consideration and a major investment study was undertaken. An MIS is undertaken when projects that just involve massive amounts of funding. An example would be the Northern corridor around Springdale, the access road to the airport, the Bella Vista Bypass and things of that magnitude require a major investment study. In 1997 there was about a six month to a year long process of public hearings, ads in the paper, a lot of participation, Kevin Santos was on that committee, several representatives from Fayetteville, all of those committees and they made those corridors line up. That kind of in a nut shell is where that corridor came from. The major investment study never put a specific line on the map, it was just the corridors were just lined up. That MIS did not take into account any of the engineering, the environmental impact studies. If you are aware of what's going on with the Northern Bypass around Springdale, that's been there a long time and they still don't know the route. They have like four or five lines intertwined in there, now they are doing the environmental impact and they are considering neighborhood costs. I just heard a figure the other day of just property acquisition will cost them 15 million dollars. That's just to buy right-of-ways, no pavement being laid. These projects are very expensive. Just in terms of the reality of it, they are looking for money to build the Northern Bypass. They are talking about toll roads and they are looking for money to build an access road. They are looking for the money to build a Bella Vista bypass. In most of these corridors, like in Bella Vista, the citizens in Bella Vista are crying for that bypass. You might have a few that are saying not in my back yard. The general consensus is for the Bella Vista Bypass, for a Northern Bypass around Springdale. I think my point is, that Fayetteville is the catalyst to the Eastern Bypass, I don't think we have the Highway Department wanting to shove this project down the throat of the region because they are scratching their heads to get the money to build other bypasses. It took decades to get I-540 in and 71 had to be

declared one of the most dangerous highways in the nation. So, with that being said, the corridor is on the map and we can't just throw it out. I think any good project should withstand rethinking it and looking at it again. From our viewpoint, Northwest Regional Planning Commission and as the MPO, we are certainly willing to take another hard look at that bypass, at the corridor and have more rounds of public hearings. It's nothing that we are wanting to throw out or just hang onto unreasonably. It would take an action of that NARTS Committee. We can't have a meeting overnight and take some kind of action because there is quite an extensive amount of study put into that. I don't have those facts and figures. I might not be able to answer all your questions tonight in terms of the exact rational for that Eastern Bypass. Engineers from the Highway Department participated and Dr. Alguire from the University and planners, so it wasn't just done in the corner, it wasn't some midnight thing that was stuck on the map. So, we have to weigh all those factors as we consider what to do with it. I'm willing to take questions.

Odom: John, thank you for those comments. I don't necessarily think that the objection we have heard is to the corridor as much as it is to the proposed route that we have, like a line in the sand, on our Master Street Plan.

McLarty: In a lot of cases within the corridor the exact line on the map is one of the last things to go on after environmental studies. We could have endangered species out there.

Odom: For some reason we have it the first thing this time and we are all trying to figure out why. My question to you is, is that line that we have now detrimental or vitally important to the corridor itself? That corridor is going to exist without the line that we have, isn't it?

McLarty: Yes.

Odom: If we remove that sucker today the corridor is still going to be there but we are not going to have that thing that's there first that really should be coming last?

McLarty: Right. One of the reasons to keep the corridor there is because even though there may, just for speculation, there may never be an expressway built to the eastern side of Fayetteville. Fayetteville does have congestion problems on 45 and 265 and down on 16 and we have to consider that. According to our studies, our projections in our area, the two counties have increased in population by 80,000 people in the last decade. We anticipate that to happen again. We are looking for 80,000 people to move into the two counties in the next decade and then 80,000 again. So, we are looking at a

population by 2030, that's if that trend continues, of over a half a million people living in these two counties. There probably will need to be some form of relief in that corridor area, if not an expressway then some kind of networking routes to get people coming in from 16 and maybe routed around to the bypass and maybe coming in 45 another way to get up to 265 rather than coming to the 45 and 265 intersection. There are other ways to talk about that networking short of a limited access expressway. There will be some kind of traffic solutions needed on the east side of Fayetteville over the next 20 to 30 years. So, people living in that corridor need to be aware of that, there will need to be some traffic relieving measures in that area.

Estes: John, is the corridor study that is shown on the large map, is that the same as the Regional 2025 Plan?

McLarty: That is the 2025 Plan right there.

Estes: If we were to remove from our Master Street Plan the 2000 revision, the Eastern Bypass as it is showing and replace it with the corridor study that is shown on the 2025 plan, will that in any way impede or hinder the planning process?

McLarty: No.

Estes: Would that be consistent with the planning process?

McLarty: The only thing that it may do, the reason this is somewhat timely is, you have the Highway Department in the process of making their decision on where 412 will reconnect with Business 412 and they are trying to figure out where that terminus will be. They are wanting to match a Fayetteville bypass, they tend to pull that into the west but if Fayetteville seems less interested in that bypass there may be other considerations. Strictly coming from the north down, the terrain up above 412, they may decide to shift that to the east. Their original plans had it further to the east.

Conklin: Keep in mind when we say Fayetteville bypass, we are also talking about Springdale because our Master Street Plan ends at our planning area boundary. So, Springdale is also involved in this process and as I stated in these findings, this information that I presented to you this evening, that it is not on the Springdale Master Street Plan. Another important difference on this 2025 Plan, the 412 northern loop or bypass is the State Highway project. Our bypass is a City of Fayetteville project. It is not part of the State Highway system. What Springdale did on their Master Street Plan, they showed the northern 412 Bypass on their Master Street Plan as a corridor to let the

public know that this is where the Highway Department is thinking. It's a little different because we are talking about a multi-million, 150 to 300 million dollar project, I'm not sure what the exact figure would be for the City of Fayetteville taxpayers through a CIP process or something to build. I don't think that's going to happen. We cannot afford that. It will have to become a State highway, it will have to have federal funding at the minimum if it ever is achieved. There is still a lot of work with regard to if this is going to ever get built to get the highway department to accept this and make this a part of their program for highway building in northwest Arkansas.

Odom: John, I have a real concern. This highway which we can't afford to build, it's not on the plans to be built, our Planning Director can't conceive that it's ever going to be done, it's on our Master Street Plan and the State Highway Department says "Hey look, they are going to build this thing that's on their Master Street Plan. Let's curve our project in some." We may be holding them or detriment to them bringing a project in that we are never going to build. Do you see that being a problem?

McLarty: That's a possibility.

Conklin: We also, this past fall and winter, we went through a process to fund State Highway projects for the next 25 years. I can tell you this evening that this Eastern Bypass is not one of those projects that's on that constrained list for funding. Even the funds that have been identified for State Highway projects for the next 25 years, we do not have funds targeted or identified for this Eastern Bypass. Once again, I guess I'm discouraged a little with regard to one, the City can't afford to build this, it will have to be part of the State Highway system and two, we just went through a planning process identifying what State Highway's will be built the next 25 years and it's not on that list for a constrained project.

Estes: The pragmatic issue that I deal with and my thinking is that on the Master Street Plan we have the Eastern Bypass and that as people come to us and want to develop property that's contiguous with that then we start talking about easement dedications and we start talking about costs and I said pragmatically, pragmatically this has a chilling affect on people developing property that's out there that is contiguous to this. John, what would happen if we deleted the current line on the map that indicates the Eastern Bypass on the Master Street Plan and we show the corridor on the plan that is consistent with or the same as the Regional 2025 Plan? Would that be an intelligent thing to do or would that be a foolish thing to do?

McLarty: I think it would be intelligent because the line on the map as it exists, is not the result of

any kind of extensive engineering or environmental studies. Anybody that lives within that corridor needs to be aware of the maybes but that line, if it's ever built, could be way off from where it is on that map. Usually those specific lines are the last thing that's put within a corridor after extensive cost, topographical, environmental studies of where the cheapest place would be to build that. I think what we don't want as a region is something like a WalMart Distribution Center that takes 40 acres to go in or something like that, that would kind of raise some questions. They would need to be aware that they are in this corridor. I do see the point of just the property owners wanting to develop their property without that particular restriction. Another thing I might add is, if the State Highway just looks at where they put the terminus coming down from the north and then wherever that falls and they put less weight to the Fayetteville Bypass and then in 30 or 40 years, this thing is built and it has to connect at 412 and someone has to go on down 412 a mile before they access back to the north, it's doable, it's not something that can't be dealt with. Our children may look back and say we were a bunch of dummies to not make them line up but we do have that pragmatic consideration. Here now, we don't know what things are going to look like in 40 years.

Estes: Tim, what are we supposed to do with this administrative item? Are we supposed to forward this to the City Council with recommendations after hearing public comment or why did you put this on the agenda?

Conklin: On December 7, 2000, we held a joint Planning Commission/City Council meeting. At that time, the public did speak out regarding this Eastern Bypass. I believe it was Alderman Kevin Santos who suggested that we leave the line on the map as part of the 200 revision to the Master Street Plan and then start early this year to take more public comment regarding the Eastern Bypass. That's why we are back before you tonight. With regard to the Planning Division and my recommendation to you, the line is problematic with regard to planning for subdivisions and lot splits. I don't believe that line, we should be able to require the right-of-way because it's in areas that I believe you are not going to be able to build this Eastern Bypass. Also talking with Charles Venable, the former Public Works Director, he was a Chief Engineer at the State Highway Department, his comments to me when I did bring this issue up to him was that, in his experience working for the Highway Department that you have to do your engineered route studies, your environmental review and to determine where the actual road will be located. At this point in time, if we are actually talking about a controlled access freeway/expressway system, it's almost impossible to tell where that right-of-way should be dedicated to the City of Fayetteville. What I would like to see this evening, it's on the 2025 Plan. I do realize there's been a lot of planning and work that

has gone into looking at the Eastern Bypass and the need for the Eastern Bypass. I'm not prepared this evening to say that it is not needed in northwest Arkansas or in Fayetteville but what I would like to see is the corridor that has been identified through the major investment study to be shown on our Master Street Plan. The next item on your agenda is an ordinance to amend our subdivision regulations not to require right-of-way for expressways or freeways on our Master Street Plan. That would take care of both problems. It would remove the line and then also we wouldn't be required to have the dedication of right-of-way when we do have a lot split or subdivision.

Estes: So, there should be a motion of some sort sending this matter to the City Council?

Conklin: Yes. I would like to amend our Master Street Plan to remove the line from the map, show the corridor that's currently shown on the 2020 Plan of the Regional Planning Commission, also shown on the 2025 Plan as the same corridor, show that on our Master Street Plan. The public is aware that the Regional Planning Commission does have a regional plan that shows a corridor for a controlled access facility but not to require the right-of-way or have the line on our Master Street Plan.

McLarty: I'll add one more thing and then I think I'll be done. We are going to undertake the 2030 plan early because we are kind of at a disadvantage on our 2025. We have a lot of census data that we are really anxious to look at that's going to tell us the real numbers and population an not only that but where they are on the census tract by tract. We are very willing and intend to look at this corridor very closely starting now and try to have an update in three years and really take another look at this eastern corridor. We'll be working with Tim, City of Fayetteville and the City of Springdale and revisit the issue with a lot more data, studies and traffic counts and more of the computer based modeling that we are getting into. I think we'll have a lot better rationale one way or another. I think what I've heard tonight would be a wise decision and then just take a harder look at this eastern solution because there is traffic congestion. We don't want to just hide our heads in the sand and that's not what I'm hearing here tonight. Something this expensive, we need to look at every alternative. So, we will be taking a close look at that over the next months and years as we develop the 2030 plan.

Odom: John, before you sit down we have some other Commissioners that have questions for you.

Hoffman: I want to get to public comment really quickly but I agree with staff's position on this that this line on the map is in an area that certainly doesn't seem to be the appropriate one from an economic or what's in place standpoint. I do strongly believe that we need

to keep the corridor and that the corridor can move according to the census data. I just wanted to point out that the river need not be, in my mind, a boundary because we already have a bridge across the new 412 extension. Possibly, if we are talking about the kind of increasing population over the next decades, that it could be even east of that, in the eastern portion of the county. I would like to lay that out as a possibility not something I'm pushing for.

McLarty: I don't think we should rule out any alternative. People have suggested a western bypass with all the growth trending out that way.

Hoffman: You have to look at the growth and where the subdivisions are going in Springdale. Have we grown as far as we are going to grow out east of Fayetteville due to the more hilly terrain as you get further east and things like that. I will not vote for any that removes a corridor but I will vote for something to remove the line.

Marr: I guess my only comment Commissioner Bunch, Commissioner Shackelford and I have been on this 2020 subcommittee and this has been probably the most talked about. The thing to me as I was reading through the study that we were given a copy of, I guess I have questions about how a line got there because in reading this, it says we're concerned with identifying certain corridors and cross-sections not specific routes which is why environmental assessments and impact studies weren't done, which to me says we shouldn't have a line anyway, as a result of what this report says. Secondly, the question is why now in this study are we worried about siting this thing. The rational that he gave was the right-of-way protection.

McLarty: What study are you referring to?

Conklin: He's referring to the Major Investment Study. I did make copies of that for each of the Commissioners not the background or technical information that was used throughout the study. They did not receive a copy of that.

Marr: So, if the main reason for "Why now?" is right-of-way protection and in not wanting to do that and the study was done without environmental impact and without environmental assessment so that you don't have a specific site and that when we are talking about corridors and cross-sections it makes no sense to me to have it sited as a line on a map particularly when the weight of public feedback and the weight of the Commission and the City Council was we don't want to dedicate land which is the whole reason why we had it sited. So, I guess that's my initial thought on why other than getting validated at the reception should we have two hours of public comment

when the majority of, at least what I heard, relates around these two questions.

Odom: It's necessary for us to get public comment. We were charged with having a hearing to hear a presentation from Regional Planning Commission and to take public comment.

Marr: I guess my point is not to not take public comment but if the public comment is about the siting of the line on the plan as the whole objection of this, I think we have that clearly identified that we are talking corridors and cross-sections. I would be interested in new public comment outside of that particular matter or land dedication.

Odom: If we could, does anyone have any other questions or comments for John? I'll let you go ahead and sit down. Would you mind sticking around just in case we have any questions that come up during the public comment portion?

McLarty: Yes.

PUBLIC COMMENT:

Odom: Now what we would like to do is take public comment and we do want to hear your comments. I think you've heard from the tone of the Commission that it seems to be the consensus that we don't want this line and that we are moving towards getting away from that and perhaps doing a corridor. We would appreciate your public comment at this time so if you could please come forward and state your name for the record and where you live. Does anyone want to come up and speak? Come on, you all sat here forever.

Alexander: Fran Alexander, Fox Hunter Road. I wanted to thank you for discussing this particular line and deciding that although you have not taken a vote and I think public comment ought to be in regard to your discussion as well as the impressions that we are getting but you have not taken a vote so I believe public comment should address what is being discussed. The situation about drawing a line is that you are, at that point in time, doing strange things as far as land speculation goes. Residentially you might be depreciating land and commercially you might be increasing land values. I would just ask that you get that cart and horse straightened out because the way I look at the topography in the county area where I live, even if you could get from 16 toward 45, in that particular vicinity, you would have to helicopter up to 45 from where you would wind up in the valley down near the sewage treatment plant for example. The sewage treatment plant is another issue which to me is certainly one that is a large obstacle and some of this line drawing could be for a limited access expressway. I want to emphasize to you that

drawing that line can be there for years and years and make people really uncertain as to how they want to think about where they live and what they want to do as far as investments in their property. Even if you draw a corridor, you need to start thinking about land acquisition somewhere if you draw it because right now, if you were trying to acquire land where that line is, you are running into 2001 residential areas where there are $300,000 to $500,000 houses. You've got to think about what that line would be running through in 2001 dollars not to mention 2030 dollars. If we are going to think corridor, I think we do need to think about land acquisition at some point in time. I have been to the Regional Planning Commission reviews, I've looked at the 2020 plans over the years, I have made comments periodically about this but as you probably know, I kind of keep an eye on things in the City and what the City is doing. It can't be said for folks in the County and they really don't keep that close of watch on the Fayetteville Planning Commission and the Fayetteville City Council. If you are going to start establishing corridors or lines, please try to work in the County people, via the Quorum Court or whatever technique you can come up with. Generally the attitude of the public is to tune out something that's not really brought to their close attention. I noticed at some of the hearings that I've had to call neighbors, very close neighbors where this line would be affecting them and remind them that this was occurring. They really were not well aware of what was going on. That's just a housekeeping hint. I also wanted to point out to you on environmental studies that I've been involved with in highway development, that over and again one of the major concerns of limited expressway construction is that it's building a wall. The land use that is going to be done on the east side of this city, we need to understand that if you are building a limited expressway we are putting the Great China Wall between one side of that expressway and the other. You can't get ambulances and fire trucks on a lot of roads easily back and forth across that on that east/west direction if you've got a north/south wall. As far as your planning goes, please look at that in your thinking as well. I think that's the main thing that I wanted to bring up. Thank you.

Odom: Thank you Fran.

Estes: Tim, has the County Planning body been involved in this process?

Conklin: With regard to the Regional Planning Commission and this Northwest Arkansas Regional Transportation Study, yes, they do have officials that attend those meetings and participate in this. I think overall, what we've found out this evening which I already knew, this is a regional type project that takes regional cooperation and planning. I think that's best done through the regional MPO that we have with Northwest Arkansas Regional Planning Commission. When we do talk about the

corridor in this location if we want to make it further to the east, we are into the City of Goshen Planning Area. We don't even have the ability to plan in that area. Right now we have Washington County, City of Fayetteville planning area, City of Springdale planning area and if it does have to move further east it will be outside of our jurisdiction and into the City of Goshen.

Estes: Thank you.

Womack: My name is Robert Womack and I live very close to the current line that you have drawn on the map. After listening to the conversation this evening and the input from the State Highway Department, it would seem to me that we did get the cart before the horse, that we did put the line out there. I applaud Mr. Estes' observation that perhaps the corridor should remain but the line should be removed. Thank you.

Odom: Anyone else wish to speak to us on this issue tonight? Please come forward at this time.

Bemis: My name is Chip Bemis and I'm currently under contract to purchase some property at 409 North Fox Hunter Road. I would like to say first of all that I have spoken with Mr. Conklin about this particular project and it was a surprise. I will say that it's our first land acquisition so just the idea that at some point that property might be taken away, it was quite a shock for us. I'm not concerned with the line. I applaud you all for considering the removal of the line from the Master Street Plan but that line is exactly what prompted me to come to the meeting. It was by accident that we saw the line in trying to apply for a lot split, we came in to find the papers, we saw the line and that did prompt us to investigate. The next day we met with Mr. Conklin and he cleared up lots of issues in our own minds. He explained to us the finances involved, the studies involved, the cart before the horse sort of thing. We can certainly appreciate everything that you are doing to try to rectify the situation. I do have some concerns about the origins of the line. If it landed on there once and no one seems to know how it appeared, I have some concerns with that issue. Public awareness, I'm aware now there is a corridor study. I wasn't aware of that on the Master Street Plan. I didn't see that. The line that was there, the proposed highway, was the only thing that brought my awareness to that issue. I just wanted to say those two things to kind of make my presence known. As I said, it's our first acquisition so this is all brand new to us. One other thing that I did have, the current city officials of Springdale, they don't have it on their Master Street Plan mainly because it's so very early in the game. Any opinions from them would be most valuable to the public and to our awareness because even if it's not on paper yet, the opinions are quite important because those are the

things that become realities to us all in the future. I thank you very much.

Odom: Thank you Chip.

Yazwinski: I appreciate the comments concerning the hopeful removal of that line out of the corridor. I appreciate that. Three concerns I have; one is, so few people out there realize that there was ever a line on a map that went right through their houses. My wife and I handed out about 50 flyers of people who lived on that line and maybe 2 people knew about a proposed East Bypass, 2 people out of 50. I know you are trying to get the word out, we're assured of that fact but evidently people out in the County don't read their newspapers that well or whatever. There should be some additional attempt made that when you plan a big street development like this that you draw lines on a map, the people should be notified somehow. We're required to notify you all and everybody when we want to do this with our land or that with our land, put signs up on the sign of the road of this anticipated use. It would be nice if you put a huge highway through the eastern part of town, every so often you put a sign up "proposed 300 linear foot freeway road is planned for this area". You would have gotten people's attention if you put a sign like that in some of the places out there. Another two factors that are of concern is one, that Springdale Northern Bypass and how important the eventual placement of that is going to be with perhaps an Eastern Bypass in Fayetteville? Somebody has to decide it. Somebody has to talk to those folks and see how important. Maybe it's the Arkansas Street Commission or state highway people that are going to decide how important that line of the Springdale road is going to be, where Fayetteville gets to put perhaps a road or the state is going to put a road. It would be nice if that was going to be nailed down, how important that Eastern Bypass is going to be around Springdale for the placement of this one. The other important issue is, every week that you wait, how many new houses are being built out there? It's probably on a weekly basis that more $300,000 and $400,000 houses are being built out there. So, you are almost putting that whole area of town in a corner there as to how massive a destructive move it's going to be when a bypass is eventually required out there. The sooner it is decided how important that bypass is going to be, I think someone ought to bite the bullet and put a line on a map and say "This is where it's going to be." It might be 20 years from now, it might 30 years from now but please stop building these $500,000 homes right here, because the longer you wait, the more optimal routes will get clogged up with houses and developments out there. It needs to be decided by someone that it's needed and if it's decided it's needed, then it needs to be decided where and when that's decided then people should stop building in those areas rather than letting people continue to build out there. I guess that's about it. Thank you very much.

Odom: Thank you very much. Commissioner Bunch.

Bunch: On the issue of public notification, one of the things we did do at our past meetings of the 2020 Plan Update is we did take a list of citizens either in the City or in the County that wanted to be notified of the various stages of the process in addition to television and newspaper type notifications. I would like to ask the people here if they would mind if City Staff forwarded our list to the Regional Planning Commission because I think many of these concerns will be handled. If it would be alright to you all to forward that working list or if anyone wants to be added to it. We can give that information to Regional Planning and then Regional Planning could contact interested parties in addition to the media publications.

Odom: Any other audience member like to address us at this time?

Wyatt: Good evening. My name is Patricia Wyatt. I live at 2488 Fox Trail. The view out of my window is the view of the highway that you have just removed from the map, I hope. I would invite any of you to come out there and see what it looks like too. We chose to live out there as most of my neighbors did because it is one of the most beautiful parts of Fayetteville. People are building out there because it is a gorgeous view. I would like to recommend serendipitously after hearing the previous agenda that perhaps, if the land is there and available, that is be considered for a multi- use bike trail because it is a gorgeous area and it's overlooking the White River. I would also like to reiterate what Fran said about the concept of a wall being built. I think most of my neighbors consider ourselves to be part of Fayetteville. We are about three minutes outside the limits and we are the virtual city, within 20 years I'm sure we will be part of the City. If a wall is constructed, that won't happen. If a wall is built that would limit what Fayetteville can someday become. I would urge you in making the decision to think imaginatively. Thank you.

Odom: Thank you Ms. Wyatt.

Scoggin: My name is Cliff Scoggin. I live right off Sassafras Hill Road which is inside of the line. After hearing what came out earlier in the evening we were talking about a project that was not on the 25 year plan for the state and costs more than what we could afford to sponsor here. I guess I'm up here to encourage the Planning Commission to take a look at the possibility of maybe working with the State and County to come up with some improvements to some of the county roads because having to drive in from that eastern part Washington County on a regular basis, you do find yourself going on a combination of county roads and dirt roads to try to get around to Springdale and there

may be an affordable, I'm sure you guys are trying to look at that, but there are some dirt roads and county roads that if they were patched together might well serve as and really, to some degree, are already serving as a makeshift bypass for the folks that live out way east and are trying to get around. That may be an affordable option that maybe the Planning Commission could also encourage, it sounds like that was one of the things that was on the list initially, I want to encourage that as something going forward here to look at. There may be some relief for the congestion there at Crossover and Mission along those routes. Thank you.

Odom: Thank you Cliff. Any other member of the audience like to address us?

Johnson: My name is Mike Johnson. I live on State View Road which is just off Sassafras. My concern was not so much with the line on the map as it was the whole concept of the Eastern Bypass. Quite honestly the line on the map didn't go through my house so it was no great big concern. I guess with the removal of the line, I don't know if I've won or lost with what I think is fixing to happen in the future because now the line could come right through my house. I guess my concern would be, I don't know who is really in charge of putting this corridor together or taking if off, that I don't know. I guess I would say let's take a realistic look if there is a need for corridor and a bypass on the eastern side of town. If it is then I agree with the comments that had been made earlier. If there is not a need for the corridor, let's put a line on the map, let's make it definite. If there is a need for the corridor, let's take it off. If it's unrealistic, if it's not going to happen, if it's just something that's being put on there for the sake of putting it on there, let's not do that because people still don't know what's supposed to happen out there. If the corridor is not necessary for the eastern side of town, then let's remove the corridor.

Odom: Thank you Mike. Would any other audience member like to address us at this time?

COMMISSION DISCUSSION:

Odom: Then I'm going to go ahead and close the floor to public discussion and bring it back to the Planning Commission for further questions or comments of John or the staff.

Conklin: Just to respond to the last individual. I do believe we need to sit down at the Planning Commission level and look at this and conduct more studies and determine what's the best approach to determine what the transportation needs of northwest Arkansas are. I think just this past fall and winter sitting down and looking at you have one pot of money and how do you spend those federal dollars in northwest Arkansas. We do

need to make sure that we are meeting the needs of northwest Arkansas. It's not just the City of Fayetteville or City of Springdale, we do need to work together so I'm looking forward to working with John McLarty and Regional Planning Commission to look at how we can do additional studies to determine what is needed for this region so I think there will be more information when the 2000 census information comes out and that will help us better to guide and direct where we spend our federal and state dollars.

Odom: I would like to thank everybody also for their public comment but just a little reminder that what we do really doesn't matter, the City Council are going to be the one's to take this issue up and make the determination as to what to do with it. They may take our recommendation and they may not.

MOTION:

Estes: I would move that we recommend to the City Council that the Master Street Plan 2000 revision be amended to delete the current line on the map that indicates the Eastern Bypass and show a corridor on the plan that is the same as the Regional 2025 Plan and consistent with the Major Investment Study. The reason I make that motion, I feel like I need to sort of summarize my thoughts at this time, after we've had the benefit and pleasure of public comment, is that the current line on the map is fiction. It's very doubtful that line as now sited would be constructed. That is the reason I suggest we take the line off. The reason I suggest that we leave the corridor on the plan, as shown in the Regional 2025 Plan, is that it would not be fair to take that off because someone looking at the map and studying the map would not see that area was even under consideration for an Eastern Bypass which of course it very much is.

Hoffman: I, with total concurrence with everything he said, will second the motion.

Odom: We have a motion and second to move forward to the City Council our recommendation that we remove the current line on the map that indicates the Eastern Bypass on the Master Street Plan and that we show a corridor on the plan that is the same as 2025 Plan and consistent with the Major Investment Study. Do we have any further discussion? Before we vote, let me ask you this Tim, we've currently taken the right-of-way from one individual that had to do a lot split and that's the only person that's been impacted as a result of that line, is that correct?

Conklin: That is correct and just a coincidence on our next Planning Commission agenda I do have two lot splits that are impacted by this Eastern Bypass. I haven't seen any or just one in eight years now but we do have two that are coming up. One is Chip Bemis

who spoke this evening. What I plan to do is take those to City Council and ask that the right-of-way not be granted and with regard to the one that I have acquired right-of-way from, take that back to City Council and give that back to the developer.

Odom: You can do that on your own, it doesn't have to come through the Planning Commission or be recommended by the Planning Commission?

Conklin: That was at Subdivision Committee, I could take that one back to Subdivision Committee and have that recommendation made to go to City Council.

Odom: The ordinance addresses future, it doesn't address retroactive.

Conklin: I would like to at least have that right-of-way returned back to the developer. This is one area where I went out and took the City vehicle and actually I almost got stuck going down towards the White River. That shows you how steep it can be in some of these areas. I think it's highly unlikely, in that particular location, we are going to have the road.

Odom: I've ridden with you Tim, I'm not sure it was the terrain that was the problem.

Allen: I wondered if there would be any time table as to when a study would be done and a line would be drawn again?

Odom: That would be a question best posed to John from the Regional Planning Commission, I believe. John, you said you were actually beginning your work for the 2030 Plan?

McLarty: We kind of see the finishing of our 2025 Plan as the beginning of the 2030 Plan because with 80,000 people moving into this area in the next ten years, this regional concept has got to really get up and running more and more. It's been there but it's got to accelerate. Where Springdale is sitting down with Fayetteville and Johnson and we are all looking at these things. We want to immediately. We are waiting on the census data. We are now getting the State data but we won't have the good stuff for another eight months to a year. That's going to tell us the tract by tract so we can look at not only population growth but where. We want to immediately begin looking at that. I do want to emphasize even if a corridor is really established, I think the Northern Bypass is the perfect example of that and the gentlemen's questions back here are legitimate questions, its kind of a catch 22, you draw the corridor and then you have to commit major amounts of money, millions to do the environmental impact study to ever draw your line on the map. The northern corridor around Springdale, they don't have the line

on the map yet and they have spent millions and millions of dollars in engineering studies. You will see the crook in I-540 going up there, well that was Ozark cave fish. You can be going along and think you have a line going straight would make sense and then you get into an endangered species sort of thing and just end up with a big crook in the line. That costs enormous amounts of money. Unfortunately, when the line would ever be put on the map, that would be when somebody, whether it's Fayetteville or Springdale or State Highway, pulls together enough money and a lot of money to begin to do the engineering and the environmental impact studies. Even with the corridor on the map, the line is way off.

Odom: Thank you John.

Allen: I understand that. Thank you.

Odom: Any other comments? Will you call the roll?

ROLL CALL:

Upon roll call, AD 00-47.00 is forwarded by a unanimous vote of 9-0-0.

STAFF REVIEW FORM

xx _ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 20, 2001

FROM:

Connie Edmonston	Parks and Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Amendment of Code of Fayetteville Section 33.018 requiring the Parks and Recreation Advisory Board be composed of eight members appointed by the City Council.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

N/A	
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

N/A		N/A	
Accounting Manager	Date	Internal Auditor	Date
[signature]	2-8-01	N/A	
City Attorney	Date	ADA Coordinator	Date
N/A			
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of Code Amendment.

[signature]	2-8-01	
Division Head	Date	Cross Reference
[signature]	2-8-01	
Department Director	Date	New Item: (Yes) No
[signature]	2/8/01	
Administrative Services Director	Date	Prev Ord/Res #: __
[signature]	2/8/01	Orig Contract Date:_
Mayor	Date	Orig Contract Number: ____

STAFF REVIEW FORM

Description Parks & Recreation Advisory Board Amendment ___ Meeting Date _____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Don Bunn, Assistant Public Works Director

FROM: Connie Edmonston, Parks & Recreation Superintendent

DATE: February 8, 2001

RE: Amendment to Ordinance 33.018 - Parks & Recreation Advisory Board

The Parks and Recreation Advisory Board and park staff recommends to amend the Code of Fayetteville Section 33.018 by deleting the requirement that at least two members of the Parks and Recreation Advisory Board be current members of the Fayetteville Youth Center Board of Directors. The code would require for all eight Parks and Recreation Advisory Board members to be appointed by the City Council.

This amendment was discussed as part of the agreement of the Fayetteville Youth Center Board and the Parks and Recreation Advisory Board at the November 28, 2000 meeting. (See attachments.) Whereas, the Fayetteville Boys and Girls Club receives funds from the Parks and Recreation Division budget, there should not be a required representation of two board members from their board on the Parks and Recreation Advisory Board. In order to continue the cooperative spirit of providing recreation services to the citizens, an annual joint board meeting of the Fayetteville Youth Center Board and the Parks and Recreation Advisory Board will be required in an agreement. This agreement is currently being reviewed by staff.

Attachments:

Parks and Recreation Advisory Board Minutes - November 28, 2000
Letter

Please note:
I will include a letter of endorsement from Tom Stockland, President of the Youth Center Board as soon as I get it.
Thanks—
Connie

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 33.018, DEPARTMENT OF PARKS AND RECREATION, ADVISORY BOARD, OF THE CODE OF FAYETTEVILLE, DELETING THE REQUIREMENT THAT AT LEAST TWO MEMBERS OF THE PARKS AND RECREATION ADVISORY BOARD SHALL BE CURRENT MEMBERS OF THE CITY YOUTH CENTER BOARD OF DIRECTORS.

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

Section 1. That Section 33.018 (A)(1), Department of Parks and Recreation, Advisory Board, Composition, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

DEPARTMENT OF PARKS AND RECREATION

§ 33.018 Advisory board.

(A) Composition;

(1) The parks and recreation advisory board shall be composed of eight members appointed by the city council. Each member of the parks and recreation advisory board shall serve a term of two years.

PASSED AND APPROVED this ___day of _____, 2001.

APPROVED:

By:_____
Charles Daniel Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

meetings are part of the new working agreement.

II. Approval of Land Lease to the Fayetteville Youth Center, Inc.

Parks and Recreation Advisory Board members discussed a land lease term of 99 years. If the leased land ceases to be used for recreation purposes or ceases to be used by the Fayetteville Boys and Girls Club, then the land would revert back to the City. Any building construction on leased land would be approved by the Parks and Recreation Advisory Board prior to being built. The Fayetteville Boys and Girls Club would be responsible for all maintenance of the leased land.

Ms. Nickell questioned the number of acres that would be leased. Ms. Edmonston said 9.2 city-owned acres would be included in the lease. The actual building would be situated on land owned by the Fayetteville Youth Center, and the leased land would be surrounding areas which would include parking and recreational areas.

III. Approval of Working Agreement with the Fayetteville Youth Center, Inc.

Parks and Recreation Advisory Board members briefly discussed working procedures and responsibilities for the City of Fayetteville Parks and Recreation Division and the Fayetteville Youth Center. Ms. Thiel said city ordinances requiring two Youth Center Board of Directors to serve on the Parks and Recreation Advisory Board will be amended to include that all Parks and Recreation Advisory Board positions will be appointed by City Council.

Ms. Edmonston quickly highlighted areas of change within the agreement. Members discussed a condition of the annual funding requiring the Fayetteville Youth Center to make its pool available to residents of the City of Fayetteville for a daily fee without the need to purchase a membership to the club.

Mr. Stockland said the annual funding the city provides the Youth Center is equivalent to the money needed transportation and swimming pool operating costs.

Mr. Colwell said it was important that the facilities and programs be available to anyone. Participation and membership fees, scholarships, budgeting and fund raising was discussed.

Mr. Stockland said the corporate name was the Fayetteville Youth Center, Inc. dba the Boys and Girls Club.

Ms. Rogers asked if the $395,000 would satisfy the HMR requirement for the Youth Center renovation. Mr. Stockland said there wasn't an amount associated with it, but he felt this was a fair compromise. Ms. Rogers also inquired about fund raising plans, and Mr. Stockland said a fund raising professional had been hired.

MOTION:

Ms. Nickell moved to approve the revised 2001 Capital Improvement Program.

Mr. Shoulders seconded the motion.

Upon roll call, the motion was approved 6-0-2 with Thiel, Ackerman, Colwell, Nickell, Eads, and Shoulders voting 'yes' and Hill and Stockland abstaining.

STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~February 6, 2001~~ 2-20-01

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

APPROVAL OF AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF USED DIESEL POWERED PASSENGER VEHICLES TO BE UTILIZED BY THE FAYETTEVILLE TROLLEY PROGRAM; ESTABLISHING A REVIEW AND RECOMMENDATION PROCEDURE FOR THE PURCHASE OF THE LISTED EQUIPMENT AND UTILIZING THE TRADE ALLOWANCE FOR THE UNITS LISTED IN SECTION 2-C OF THE ORDINANCE AND AUTHORIZING THE MAYOR TO APPROVE PURCHASE OF THE LISTED EQUIPMENT WITH THE DISPOSAL OF THE UNITS LISTED IN 2-C OF THE ORDINANCE.

COST TO CITY:

$ 56,000.00	$ 576,200.00	Lt/Med Utility Veh. Repl/Exp
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1910-5802.00	$ 146,908.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98063	$ 429,292.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marsha Tarpley	1/15/01		
Accounting Manager	Date	ADA Coordinator	Date
	1/15/01	Nancy Smith	1/16/01
City Attorney	Date	Internal Auditor	Date
P Vice	1-15-01		
Purchasing Officer	Date		

STAFF RECOMMENDATION

Approval of Bid Waiver Ordinance

W Oestreich	1-15.01	
Division Head	Date	Cross Reference
		New Item: **Yes No**
Department Director	Date	
	1-17-01	Prev Ord/Res #:
Administrative Services Director	Date	
Don Dody	1/22/01	Orig Contract Date:
Mayor	Date	

STAFF REVIEW FORM

Description: Bid Waiver Ordinance Replacement Trolleys

Meeting Date: February 6, 2001

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF USED DIESEL POWERED PASSENGER VEHICLES TO BE UTILIZED BY THE FAYETTEVILLE TROLLEY PROGRAM; ESTABLISHING A REVIEW AND RECOMMENDATION PROCEDURE FOR THE PURCHASE OF THE LISTED EQUIPMENT AND UTILIZING THE TRADE ALLOWANCE FOR THE UNITS LISTED IN SECTION 2-C AND AUTHORIZING THE MAYOR TO APPROVE PURCHASE OF THE LISTED EQUIPMENT WITH THE DISPOSAL OF THE UNITS LISTED IN 2-C.

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

Section 1. The City Council hereby waives the requirements of formal competitive bidding for the purchase of two (2) Used Diesel Powered Passenger Vehicles which will primarily be utilized by the Fayetteville Trolley Program. Said formal bidding requirements would prevent purchase of such units as dealers do not find it practical or feasible to hold units of this type for the time necessary to comply with those requirements.

Section 2. The City Council hereby establishes the following procedure for review and recommendation for the equipment listed in Section 1 above:

A. Representatives of the Fleet Operations Division and the Administrative Services Director or his designee shall evaluate, compare and finalize a recommendation to the Equipment Committee.

B. The Equipment Committee shall review the recommendation received and shall forward the recommendation along with their comments to the Mayor for consideration.

C. The "Trade-In" Units are as follows:

Unit #210 - 1985 Ford E-350 Bus VIN: 1FDKE30L4FHC26165
Unit #213 - 1987 Ford E-350 Bus VIN: 1FDKE30L6HHC02808

Section 3. The Mayor is hereby authorized to approve the purchase of two (2) Used Diesel Powered Passenger Vehicles and the disposal of the Units listed in Section 2 - C as trade in for a total cost not to exceed $56,000.00.

PASSED AND APPROVED this_____day of _____, 2001

APPROVED

By:_____
Dan Coody, Mayor

ATTEST

By:_____
Heather Woodruff, City Clerk

CITY OF FAYETTEVILLE
FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

FROM: William Oestreich, Fleet Operations Superintendent

DATE: January 12, 2001

SUBJECT: **Bid Waiver for Used Diesel Powered Passenger Vehicles**

Attached is a proposed Ordinance providing for a Bid Waiver to purchase two (2) Used Diesel Powered Passenger Vehicles.

A new unit of this type has a customer cost of $55,000.00 to $75,000.00. It is the intent to limit the cost to a maximum of approximately $28,000.00 each for used units in good condition delivered to our facility in Fayetteville. The plan is to utilize trade allowances for the following to allow this to be a total trade difference of $56,000.00 for the two units.

Trade In Units:

#210 - 1985 Ford E-350 El Dorado Passenger Coach VIN: 1FDKE30L4FHC26165

#213 - 1987 Ford E-350 El Dorado Passenger Coach VIN: 1FDKE30L6HHC02808

Attached is a copy of the fixed asset record showing purchase date and purchase price of the retired units. Both have gone well beyond the normal life span of units of this type. It is no longer practical to keep them in operation without a substantial expenditure.

An opportunity to save a substantial amount of money with the purchase of used units has proven to work out well in the past. We have been very fortunate in locating very serviceable units in the market. Therefore every effort will be made to continue this record with other economically priced used units.

Upon approval of a Bid Waiver, a purchase recommendation for suitable units will be submitted to the Equipment Committee and Mayor Coody.

New 1/ Use Typ 5= 18 Op 5 F3=

-Display Fixed Asset- FA13.1US

Asset#: **700213**
P.O. #: **00-0038169**

Status : **2 Fully Depr**
Cost + [redacted]: **22,179.19**
Acc Depr : **22,179.19**
Book Value: **.00**

Description : **BUS - FORD ELDORADO 15 PASSENGER BUS - 1987 TROLLEY**
Gen/Propr . : **PROPRIETARY**
Comm Code . :
Asset Class : **Vehicles**
Location 1. : **Oper. Ctr.**
Resp Manager: **9700-1910**
Manufacturer: **Ford**

Year Made . : **1987**
License # . :
Vendor . . : **147 S&S Truck**
Check # . . : **488**
Jurisdiction:
Review Date :

Separate Component: **Yes**
Method Acq : **Purch**
Asset Type : **TruckVanBs**
Location 2 : **1910**
Assigned To: **9700-1910**
Model . . :

Serial #: **1FDKE30L6HHC02808**
License Expire Date :
Warranty Expire Date:
Check Date . . . . : **2/22/1994**
Property:
Reviewed By:

F14=Funding F16=G/L F18=Transactions F20=Mgr/Loc F24=Documents

-F3=Exit F12=Cancel-

Trolley Bus
C. 2. Page 5

ed Asset FA1510S1

/00210

P.O. #: **00-0037450**

Status . : **2 Fully Depr**
Cost + Adj: **20,358.71**
Acc Depr : **20,358.71**
Book Value: **.00**

Typ
5=
18

Description : **BUS - PASSENGER COACH - FORD ELDORADO - 1985**

Op

Gen/Propr . : **PROPRIETARY**
Comm Code . :
Asset Class : **Vehicles**
Location 1. : **Oper. Ctr.**
Resp Manager: **9700-1910**
Manufacturer:

Year Made . : **1985**
License # . :
Vendor . . . : **147 S&S Truck**
Check # . . . : **451**
Jurisdiction:
Review Date :

Separate Component: **Yes**
Method Acq : **Purch**
Asset Type : **TruckVanBs**
Location 2 : **1910**
Assigned To: **9700-1910**
Model . . : **E350**

Serial #: **FHC26165**
License Expire Date :
Warranty Expire Date:
Check Date . . . . : **11/08/1993**
Property:
Reviewed By:

5

F14=Funding F16=G/L F18=Transactions F20=Mgr/Loc F24=Documents

F3= F3=Exit F12=Cancel

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 6, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: **To approve an amendment to the Bill of Assurance to provide for use of a metal fence on that property described in RZ 98-22, approved in Ordinance #4175 and amended in Ordinance #4184, submitted by Richard Osborne on behalf of Littlefield Investment Company.**

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	19 Jan 01 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff will make a recommendation at the February 6, 2001, City Council meeting.

Division Head	1-19-01 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	1/19/01 Date	Prev Ord/Res#:_____
Mayor	1/22/01 Date	Orig Contract Date: _____

ORDINANCE NO.____

AN ORDINANCE ACCEPTING AN AMENDED BILL OF ASSURANCE TO PROVIDE FOR USE OF A METAL FENCE ON THAT PROPERTY DESCRIBED IN RZ 98-22, APPROVED IN ORDINANCE NO. 4175 AND AMENDED BY ORDINANCE NO. 4184, SUBMITTED BY RICHARD OSBORNE ON BEHALF OF LITTLEFIELD INVESTMENT COMPANY.

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

Section 1. That the amended Bill of Assurance providing for use of a metal fence on that property described in RZ 98-22, approved in Ordinance No. 4175 and amended in Ordinance No. 4184, is hereby accepted. A copy of the amended Bill of Assurance is attached hereto as Exhibit "A" and made a part hereof.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By:_____
Dan Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ98-22

A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Beginning at the Northeast corner of said 40 acre tract, said point being an existing railroad spike in Happy Hollow Road; thence S89°59'01"W along the north line of said 40 acre tract 190.80 feet; thence S00°22'50"E 141.99 feet to a chiseled "X" in a concrete Drive on the North right of way of State Highway 16E (Huntsville Road); thence S68°26'03"E along said right of way 205.70 feet to a set cotton spindle in happy hollow road on the east line of said 40 acre tract; thence N00°22'50"W 217.66 feet to the point of beginning, containing 0.788 acres, more or less, Fayetteville, AR. The above described 0.788 acre tract being subject to the right of way of Happy Hollow Road along the entire east boundary.

ORDINANCE NO. 4184

AN ORDINANCE ACCEPTING AN AMENDED BILL OF ASSURANCE TO PROVIDE FOR ADDITIONAL USES ON THAT PROPERTY DESCRIBED IN RZ98-22, APPROVED IN ORDINANCE NO. 4175, AS SUBMITTED BY RICHARD OSBORNE ON BEHALF OF LITTLEFIELD INVESTMENT COMPANY.

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

Section 1. That the amended bill of assurance providing for additional uses on that property described in RZ98-22, approved in Ordinance No. 4175, is hereby accepted. A copy of the amended bill of assurance is attached hereto as Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 21st day of September, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

AMENDED BILL OF ASSURANCE

This declaration of a Bill of Assurance is made this 30TH day of September, 1999, by Clem Johnson, successor owner to Littlefield Investment Co. of real property located in Fayetteville, Washington County, Arkansas, more particularly described as follows, to wit:

A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Beginning at the Northeast corner of said 40 acre tract, said point being an existing railroad spike in Happy Hollow Road; thence S89°59'01"W along the north line of said 40 acre tract 190.80 feet; thence S00°22'50"E 141.99 feet to a chiseled 'X' in a concrete drive on the north right of way of State Highway 16E (Huntsville Road); thence S68°26'03"E along said right of way 205.70 feet to a set cotton spindle in Happy Hollow Road on the east line of said 40 acre tract; thence N00°22'50"W 217.66 feet to the point of beginning, containing 0.788 acres, more or less, Fayetteville, Washington County, Arkansas. The above described 0.788 acre tract being subject to the right of way of Happy Hollow Road along the entire east boundary.

WHEREAS, Littlefield Investment Co. applied to the City of Fayetteville for a re-zoning of the above described real property from C-1 to C-2 on July 6, 1999; and

WHEREAS, said rezoning was approved by the City Council by Ordinance 4175; and

WHEREAS, Littlefield Investment Co., owner at that time, and Clem Johnson, present owner, desire to restrict the use of the property described hereinabove to a used car lot and/or automobile restoration and repair for a maximum of fifteen (15) vehicle to be located behind a six (6) foot wooden fence or any use allowable in a C-1 zoning.

NOW, THEREFORE, Clem Johnson, present owner, hereby declares that the real property described herein shall be held, developed, transferred, sold, conveyed, and occupied subject to the restriction that if it is zoned C-2 by the City Council of the City of Fayetteville the use thereof shall be restricted to a "used car lot and/or automobile restoration and repair for a maximum of fifteen (15) vehicles to be located behind a six (6) foot wooden fence" (which requires C-2 zoning), or any use allowable in a C-1 zone. In the event that said property ceases

to be used as a used car lot and/or automobile restoration and repair for a maximum of fifteen (15) vehicles behind a six (6) foot wooden fence for one (1) year, said property shall be rezoned to C-1 by the City of Fayetteville.

Nothing contained herein shall prohibit Clem Johnson from petitioning the City of Fayetteville for the removal of this Bill of Assurance or seeking a different zoning classification.

Executed this 30TH day of September, 1999.

CLEM JOHNSON

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, duly qualified, commissioned and acting within and for the aforesaid State and County, Clem Johnson, and stated that he had executed the same.

Witness my hand and seal as such Notary Public this 30TH day of September, 1999.

Notary Public

My Commission Expires:

JANET L. JOHNS
COMM. EXP.
NOTARY
PUBLIC
6-10-2004
WASHINGTON COUNTY, ARKANSAS

RZ 98-22
An ordinance approving an amendment to the Bill of Assurance of RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company and successor owner Clem Johnson for property located at 1798 E. Huntsville Road. Ordinance 4175 rezoned this property from C-1, Neighborhood Commercial to C-2, Thoroughfare Commercial. This request is for an amendment to the Bill of Assurance to allow automobile restoration and repair in addition to used car sales.

Mr. Rose read the ordinance for the first time.

Mayor Hanna stated the only neighbors that had contacted him had been concerned about the restoration and repair. The owner had promised to screen the area.

Alderman Reynolds stated he also had received phone calls. All of them had been for the approval of this project. All of them wanted to make sure that if something did happen to this business that the property would revert back to C-1.

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

Mr. Rose read the ordinance for the second time.

Alderman Young moved to amend the ordinance to add the wording "classic." Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mr. Conklin did not believe the owner would object to the addition.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Austin seconded the motion.

Alderman Russell added the Bill of Assurance was only a gesture of good faith. Anyone who bought the property could do what ever they wanted to. The City had to be the watch dog.

Mr. Erf, an area resident, encouraged to Council to vote against the ordinance. The use specified was out of character for the neighborhood.

Mr. Rose read the ordinance for the third and final time.

Upon roll call the motion carried unanimously.

ORDINANCE 4184 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ORDINANCE NO. 4175

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ98-22 FOR A PARCEL CONTAINING APPROXIMATELY 0.788 ACRES LOCATED AT 1798 EAST HUNTSVILLE REQUESTED BY RICHARD OSBORNE ON BEHALF OF LITTLEFIELD INVESTMENT COMPANY.

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 C-1, Neighborhood Commercial to C-2, Commercial Thoroughfare for the real property described in Exhibit "A" attached hereto and made a part hereof.

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

PASSED AND APPROVED this 3rd day of August, 1999.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ98-22

A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Beginning at the Northeast corner of said 40 acre tract, said point being an existing railroad spike in Happy Hollow Road; thence S89°59'01"W along the north line of said 40 acre tract 190.80 feet; thence S00°22'50"E 141.99 feet to a chiseled "X" in a concrete Drive on the North right of way of State Highway 16E (Huntsville Road); thence S68°26'03"E along said right of way 205.70 feet to a set cotton spindle in happy hollow road on the east line of said 40 acre tract; thence N00°22'50"W 217.66 feet to the point of beginning, containing 0.788 acres, more or less, Fayetteville, AR. The above described 0.788 acre tract being subject to the right of way of Happy Hollow Road along the entire east boundary.

HARDIN PROPERTY SETTLEMENT
A resolution approving settlement of City v. Hardin, CIV. 99-561, and payment of just compensation for the taking of real property in the amount of $52,396.50.

RESOLUTION 102-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Cyrus Young moved to approve the Consent Agenda. Bob Davis seconded the motion. Upon roll call, the motion carried unanimously.

OLD BUSINESS:

RZ 98-22
An ordinance approving rezoning request RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial, for the purpose of installing a used car lot. Item was left on second reading at the July 20, 1999 City Council meeting.

City Attorney Jerry Rose read the ordinance for the third time.

Alderman Daniel commented that she had driven by there today and was not in favor of the rezoning because it is next to a residential area, and although it has been vacant for a while she would like to wait for something more attractive than a used car lot to be there.

Alderman Trumbo mentioned that the building there now is dilapidated and run down. His dilemma was whether to keep it as is and wait for someone else to come in who would return it to a pump station and car repair, or to rezone it to C-2 whereby it could be cleaned up for a used car dealership and have a viable, tax-paying business.

Alderman Davis said that, with its present zoning, there were plenty of other commercial uses that could go into a C-1 zoning other than a gas station.

Alderman Reynolds and Alderman Austin both stated that, being aldermen for Ward 1, they had not received any phone calls on this rezoning.

Alderman Santos asked if this rezoning would comply with the City's 2020 Plan.

Tim Conklin, City Planner, replied that the C-2 zoning is not consistent with the 2020 Plan, where it was currently designated as Community Commercial. The Planning Department staff had recommended denial of this petition.

The attorney for the petitioner, Richard Osborne, mentioned that he had looked after this property for four years and had had five inquiries for potential businesses, the only reasonable usage for the site being a used car lot. The others had included: a flea market (which he didn't think would be very attractive for an entry street into Fayetteville), and an appliance repair service (for which they hadn't been able to reach an agreement). He thought this part of town was improving. The proposal the man had made for the used car lot includes upgrading the building and grounds.

Alderman Trumbo asked whether a gas station at that location just hadn't worked, given that they had had Fina come in and clean up the location and put in a nice sign.

Richard Osborne stated that it hadn't worked. Now they have children throwing rocks through the windows and other standard vacant building activities.

Alderman Davis asked how many years the Fina station had been gone.

Richard Osborne replied that it has been between eight and ten years since Fina was there, and over five years since it has been vacant.

Mayor Fred Hanna stated that he thought the last business in there had been a used tire business. He also stated that he had understood that Mr. Littlefield had bought the site with the purpose of putting a convenience store in that location. He wondered if he was keeping the property with the notion of putting a convenience store there one day.

Richard Osborne explained that Mr. Littlefield, who died two years ago, predates convenience stores, that he had started business during World War II, at which time there were no such stores, to Mr. Osborne's knowledge. It was a gas station at the time. Littlefield's company had since decided that a convenience store would not work in that location.

Alderman Davis asked if this put the City in a "watchdog" position that would be difficult to maintain.

Tim Conklin stated that the Bill of Assurance contained wording which clarified that the property would be used for the purpose of a used car lot or other uses allowed in a C-1 zoning, and otherwise would revert back to a C-1 zoning. He had spoken with the City Attorney, who had informed him that it would take a city ordinance to cause such a reversion. Therefore, it would be up to City staff to monitor the location to ensure that it was being used as a car lot; and if at any time, for a period of one year it was not used for that purpose, the City Council would need to pass an ordinance to reenact the C-1 zoning.

Richard Osborne mentioned that they would honor that, and that they were merely trying to put

something in that location, anything being an improvement over what they've had in the past five years.

Alderman Austin mentioned that he thought we should honor the work of the staff on the 2020 plan. But, on the other hand, he felt it was okay to make a change in the process, similar to a builder making a change to a blueprint. He was in favor of granting the request.

Richard Osborne stated that the Planning Commission had approved the rezoning on the condition that the Bill of Assurance be approved also.

Alderman Trumbo reiterated that he was also in favor of granting the request based on the fact that we currently have a vacant, run-down eyesore building there when we could have an ongoing business tax-paying enterprise.

Alderman Russell asked for clarification from the City Attorney, that if we pass this rezoning and another owner buys the property, the conditions would be passed on to the new property owner.

Jerry Rose answered yes.

Alderman Russell asked further, if it was true that there would be no "automatic reverter" back to C-1 if the new property owner wished to use the location for a C-2 usage other than a car lot.

Jerry Rose answered that there would be nothing automatic and that it would have to come back to City Council for an ordinance to be passed to rezone the property back to C-1. However, he mentioned, it would be helpful to have the wording contained in the Bill of Assurance to help pass that ordinance. Also, the documents related to this rezoning would be recorded in the County Clerk's office; therefore, any future property owner would be alerted to the restrictions in usage put upon the property.

Alderman Santos stated that car lots are one of the businesses that benefits from economies of conglomeration, and from being close together, which he thinks is a good thing. Neighborhood commercial zoning is intended to create pockets of commercial opportunities for residents of the neighborhood, to reduce traffic on the other streets. A used car lot is intended to draw traffic from the entire region into this neighborhood. Therefore, the Council would be preventing what the Master Plan had in mind for this area if they rezone this property.

Alderman Trumbo stated that those were all good points, but reminded the Council that there had been a number of complaints about the property as it is.

Richard Osborne concurred that the property is a mess, and he would hate to see what goes on there at night.

Alderman Russell stated that he agreed with Alderman Santos. Although he also agrees that the property is in vast, dire need of help, he does not think that the City government should do spot rezoning for a business to accommodate the most reasonable offer they had gotten. He hoped that they would eventually get a reasonable offer to fix up the property, but he didn't think that they needed a rezoning to accomplish that.

Alderman Austin asked whether there was a car lot on the south side of Huntsville Road, about one mile further east, down by Bob's Market that was also C-2 zoning. Tim Conklin replied yes.

Jerry Rose stated that they were on the third and final reading.

Upon roll call, the vote on the motion was tied: Davis, Daniel, Santos, and Russell voting nay. City Attorney Jerry Rose alerted the Mayor that he could vote as the tie-breaker. The Mayor voted for the motion, stating that the property would be better used as a used car lot than remaining vacant. The motion carried by a vote of 5-4-0.

ORDINANCE 4175 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FAYETTEVILLE TOWN CENTER
A resolution approving a construction contract for the Fayetteville Town Center with Nabholz Construction Co. for a negotiated bid amount of $7,346,408; contingency amount of $150,000; and approval of Change Order #1 in the amount of $970,162; plus approval of a budget adjustment.

Mayor Fred Hanna mentioned that they had requested the opinion of the Attorney General on this matter and it had been received, and that the City Attorney was satisfied that the Attorney General's opinion allows the Council to do what they had been asking to do, and was probably even more lenient, showing that the City had exercised an overabundance of caution. The vote on $7,346,408 was due tonight to meet the contract deadline with Nabholz Construction. They should then vote on the items that had been put back in.

Alderman Trumbo did not think that approving the contract itself was controversial, as it had been presented to the voters with the sufficient bond postings that were certified. **Alderman Trumbo made a motion to approve the resolution to approve the contract, and then get into the more controversial parts of it. Bob Davis seconded the motion.**

Alderman Russell questioned if they approved the contract, then voted down the extra money, then would the town center be built without those add-ons. Mayor Hanna said yes. Alderman Russell said that he would like to discuss the extra money before approving the contract.

He thought the City could spend money on the facility.

No action was taken.

NEW BUSINESS

RZ 98-22
An ordinance approving rezoning request RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.

Mr. Rose read the ordinance.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Daniels seconded the motion. Upon roll call the motion carried by a vote of 6-2-0, Santos and Russell voting nay.

Mr. Rose read the ordinance of the second time.

The applicant was not present.

Alderman Daniel stated she was not in favor of the rezoning because there were a lot of used car lots in town. The rezoning request was not consistent with the city's 2020 land use plan, which had shown a C-1 designation.

Alderman Santos thought the rezoning was inconsistent with the land use plan and it was not recommended by the staff. He asked if it was legal to accept a bill of assurance for a rezoning.

Mr. Tim Conklin, City Planner, added there had been some discussion of a bill of assurance stating that if the property was not used as a car lot then it would revert back to the C-1 designation. He stated the property could not revert back. The most that could be offered would be to limit the use of the property to a used car lot.

Mr. Rose stated any changes would have to come back to Council for a vote.

Alderman Reynolds stated the property was in disrepair and was abandoned.

The item was left on the second reading.

RZ98-22: REZONING
LITTLEFIELD INVESTMENT CO, PP 565

This request was submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.54 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.

Staff does not recommend the approval of the requested rezoning from C-1 to C-2 because there are adequate vacant C-2 parcels in the city to accommodate the proposed use. The Land Use Plan shows the area to be Community Commercial, therefore, the rezoning proposed is not consistent with the land use planning objective, principles, and policies of the land use and zoning plans.

Richard Osborne and Conway Massey were present on behalf of the project.

Commission Discussion

Osborne: I would like to address the items one and two that the land use planning objective, principles, and polices are not consistent with the General Plan 2020. There is C-2 in the area. It is across the street. It is the Mexican Original Plant. Other than that, there is C-2 in the City that is appropriate but not in that part of the city. We have had three inquiries in the past two years. One was for a small appliance repair which we did not feel would be appropriate there. The other was a flea market. We felt the used car lot is a better use for that area which we cannot do without C-2 zoning. I have a loose view of the General Plan. It is not sculpted in granite and therefore it can be altered. I feel this would an appropriate use in that area. This has not been the finest part of Fayetteville and it is upgrading and I think this will be a continuation of the upgrade. It's ugly now and we'd like to do something nice and progressive there. This would not increase the frequency of traffic or increase of population density. We would appreciate your fair consideration and the opportunity to improve the property. There is only one other used car lot in that area which is west of the what was formerly Watson's Super Market. I have the platted survey for staff.

Little: Thank you.

Public Discussion

None.

Further Commission Discussion

Odom: Car lots are only allowed in C-2. Is that correct?

Little: That is correct.

Odom: Would we be able to grant a rezoning contingent upon it being for one particular use.

Little: No. That would not be advisable unless offered by the applicant.

Osborne: We will offer a Bill of Assurance that it will only be rezoned for a used car lot. If something else were to occur we would simply come back.

Hoffman: Is there not any way to grant a conditional use?

Little: No.

Forney: Rezonings are a really important part of our work and we need to exercise a lot of care. I think the General Land Use Plan should be our proper guide and I appreciate the staff's report. I appreciate the applicant's view that this area is not being used to it's full potential. I am optimistic about the future of that intersection given the increased development north of there. Since this property is for lease, I think rezoning to accommodate a rental opportunity seems contingent and short sighted. Rezoning should be a long term decision.

Odom: I wasn't originally going to support this but since the offer of the Bill of Assurance, I'm not as concerned about it.

Forney: How does this work? What would happen to the zoning on the site after the lease expires?

Little: It would be C-1 or it could be used again for another used car lot.

MOTION

Mr. Odom made a motion to approve 98-22 to rezone the property from C-1 to C-2 with a Bill of Assurance that this will be used for a used car lot only and the zoning will revert to C-1 at the expiration of the lease or change in use.

Mr. Ward seconded the motion.

Further Discussion

Little: This will be limited to one use.

Forney: How often do we do this?

Little: Limiting to one use is unusual. It says it is not appropriate for that zone except for that one use. It is not generally advisable to do that. I think at the City Council level the City Attorney will caution the Council against that.

Forney: Have we done this before?

Little: Not just for one use.

Forney: We have a mechanism and it may not address the specific cases as we think it should. We are putting ourselves in an awkward position. I think we'll see a lot of people come in here to rezone for just one use. That is not a good way to treat our land use plan. If we don't like the way our regulations are we should revise the regulations.

Odom: This would not be allowed as conditional use in C-1.

Upon Roll Call

Upon roll call, the motion passed with a vote of 5-4-0. Mr. Forney, Ms. Hoover, Ms. Johnson, and Mr. Tucker voted against the motion.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 20, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for VA01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue).

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	2-5-01 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 9-0-0 to recommend and forward the vacation to the City Council.

Division Head	2-2-01 Date	**Cross Reference**
Department Director	2-5-01 Date	New Item: **Yes** **No**
Administrative Services Director	2/5/01 Date	Prev Ord/Res#:_____
Mayor	2/6/01 Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA01-1 TO VACATE AND ABANDON AN EXISTING STREET RIGHT-OF-WAY (HADDON AVE.) LOCATED EAST OF 607 PEACH, AS SUBMITTED BY STEVE WINKLER.

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 street right-of-way:

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

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

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"

BEGINNING AT A POINT AT THE SE CORNER OF LOT TWO (2) IN BLOCK ONE (1) COUNTRY CLUB ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; THENCE NORTH 95.0 FEET; THENCE EAST 40.0 FEET; THENCE SOUTH 95.0 FEET; THENCE WEST 40.0 FEET; BACK TO THE POINT OF BEGINNING.

PC Meeting of 22 January 01

FAYETTEVILLE

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

Street Right of Way Vacation
Steve & Michelle Winkler

TO: **Fayetteville Planning Commission Members**
THRU: **Tim Conklin, City Planner**
FROM: **Ron Petrie, Staff Engineer**
DATE: **January 22, 2001**

Project: **VA 01-01.00: Vacation (Steve & Michelle Winkler, pp 678)** was submitted by Steve Winkler for property located at 607 Peach Street, Part of Lots 1 & 2, Block 1, Country Club Addition. The request is to vacate the 40' wide Haddon Avenue right of way to the east of the applicant's property. See the attached maps and legal descriptions for exact dimensions for the requested right-of-way vacation.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - Not applicable.
Southwestern Electric Power Company - No objections.
Arkansas Western Gas - No objections.
SW Bell - No objections.
Cox Communications - No objections.

City of Fayetteville:
Water/Sewer - No objections provided a 30' utility easement is retained for future extensions.
Street Department - No objections.
Solid Waste - No objections.

Recommendation: Approval of the proposed street right of way vacation subject to the conditions listed below.

Conditions of Approval:

1. A 30' utility easement is shall be retained for future extensions of water and sewer.

2. A correct legal for the portion to be vacated shall be provided prior to this item being forwarded to City Council.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: ___/___/___

Comments:

_____
_____
_____
_____

CITY COUNCIL ACTION: __yes__Required
_____Approved _____Denied

Date: ___/___/___

Steve J. Winkler

VA 01-1.00: Vacation (Winkler, pp 678) was submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right of way (Haddon Ave.).

Odom: The first item we have on tonight's agenda is the Consent Agenda. Just to make matters real confusing, the only item on the Consent Agenda is labeled item number two and that is a vacation submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right of way (Haddon Ave.). This item will be approved by consent unless there is a member of the audience or a member of the Planning Commission who wishes to pull that item for discussion. Does anyone wish to pull that item for discussion? Please come forward. Is this the applicant?

Freeman: Good evening. My name is Marvin Freeman. I live at 2856 South School and I have property adjoining Peach Street and Haddon Avenue.

Odom: Mr. Freeman, do you wish to discuss this item as opposed to voting on it on consent?

Freeman: Yes.

Odom: Okay. What I'm going to do is I'm going to pull the item from the consent agenda so that we can discuss it. Can you have a seat and then I will allow you to come back up and discuss it? Thank you very much. What we are going to do now since there are no other items on the consent agenda, we are going to discuss this item first since it was on the consent. I would ask the applicant to please come forward at this time. Is the applicant here tonight? Please come forward at this time. If you could please, for the record, tell us your name?

Winkler: Steve Winkler.

Odom: Mr. Winkler you are asking for a vacation for the street right-of-way, is that correct?

Winkler: Correct.

Odom: Do you have any presentation that you would like to make on that issue?

Winkler: Well, no. I've submitted all the stuff and got approval. What it is, basically is an old right-of-way that's been on the map since the 1920's for Haddon Street that doesn't go

all the way through. I bought recently and remodeled a little house that adjoins that property. I don't plan to build on the right-of-way by extending my property 20 feet over the setback will allow me to build a carport against that little house there. I have no plans to build on there or do anything with it. It's sitting there. I can control the erosion better if I can get up there 20 feet over too. That's all there is to it.

Odom: Mr. Winkler, staff does recommend approval of this Vacation but they do have some Conditions of Approval. Have you read those and are you in agreement with those Conditions of Approval?

Winkler: I believe they were just that I didn't build on the right-of-way.

Odom: The first one is there is a 30 foot utility easement shall be retained for future extensions of water and sewer.

Winkler: Yes, no problem.

Odom: The second one is that a correct legal for the portion to be vacated shall be provided prior to this item being forwarded to the City Council.

Winkler: I believe you have that.

Odom: Staff, are there any further Conditions of Approval?

Conklin: No there aren't.

Odom: What I'll do now is I'll ask the member of the audience that wishes to address this issue to come forward at this time. Mr. Freeman?

PUBLIC COMMENT:

Freeman: The only problem I have, I don't have any problem with the neighbors or nothing. What I'm concerned about is that the right-of-way of Haddon for years has been a problem. The problem is that all the drainage off the Country Club Estates comes down to my property and washes all my driveways out. The drainage is terrible. Mr. Winkler knows it, I've discussed it with him before. The only leverage I have is that I've been to the City Engineers two or three times and I don't get a response out of them. All they need to do it cut a drainage ditch down the middle of that street or to the side to relinquish the drainage problem. I have spent about $17,000 on my property

maintaining the flood that has flooded my houses to rebuild the inside of my house, both of them. I have two properties there, one of them is 2848 South School and one of them is 2856. They are adjoined properties. They adjoin Peach Street. That's the only problem I have. I have no guaranty of anything that the drainage problem will be solved. I have no opposition of my neighbor or anything, I would just like to see the drainage problem solved, if you approve the resolution. That's what my concern is about. That's just what I would like you to know about, there is a major drainage problem. It comes like a river down through there. I have had water on the back of my house as high as two feet high. I've replaced sheet rock and it's a major problem. That's why the relinquish of this Haddon Avenue, if years ago it had been built into a street or an avenue and finished, it's just between Lester and Peach that's not finished. That's my problem and that's what I wanted to bring to your attention. I appreciate you for hearing me out.

Odom: Thank you Mr. Freeman. I understand you don't really have an objection to the applicant, you just have a problem with the runoff. Any other member of the audience like to address us on this issue?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the Planning Commission for questions and comments. Staff, do you have any comments on the drainage problem there? This won't really solve that problem will it?

Petrie: This will not address this problem at all. The only advice I can give you if you want a ditch, since you have had no luck with the City Engineer's office, I don't know how recent that was, either try the City Engineer's office or contact Randy Allen down at the Street Division. He would be the one to go out and actually build the ditch. That's really the only advice I have for that.

Odom: If we vacate this alley they won't have the authority to do that or will they since they are maintaining the 30 foot easement?

Petrie: No they would not have the authority if they did not maintain a drainage easement. You may want to add where it says 30 foot utility easement we can easily change that to utility and drainage easement. That would give us the authority to do some work.

Estes: Mr. Chairman?

Odom: Commissioner Estes.

Estes: I have a question for Mr. Winkler. Steve, in some of the materials you have presented to us you gave us one of the reasons for wanting a vacation to allow us to take measurements to control the storm water that flows from the east and is causing extensive erosion damage to our property. What do you have in mind with that regard?

Winkler: Mr. Freeman, I've talked to him, he lives down the hill. I bought this property about a year ago and there is extensive water coming off that hill. I've had to repair all that. My plan is simply, all due respect to the City, is getting the Engineers involved. That might be complicated. My plan would be go out there with a backhoe and run a little ditch and berm, just a shallow thing to reroute that water coming off the hill down over to Peach Street. I can only go back 95 feet, that's the length of that property. The way it is now, I've already gone in there and put french drains in, I've routed the water around the house that I bought. In fact you go up 20 or 30 feet more and just do a little ditch and berm, not a major kind of thing to alleviate that at least 95 feet back. There is water, it's a massive amount of water comes off the side of that hill. The City, like Mr. Freeman said, they are not so interested in that sort of thing. Getting them to do a big project. That was my plan, to go up there and at my property line and then it will be extended 20 feet to the east and at that point I can put a little berm there and build a fence and that sort of thing and kind of control that wash off the side of the hill.

Estes: Mr. Petrie? I am troubled by a private citizen having to do the City's work. If we allow the vacation then the City cannot go onto the property and do the improvements required to divert the drainage off of Peach Street, is that correct?

Petrie: That's correct unless you add the utility and drainage easement onto the conditions of approval but yes that's correct.

Estes: So to satisfy Mr. Freeman's issues and to prevent Mr. Winkler from having to spend private money for a public good, we would need to add as a Condition of Approval a 30 foot utility and drainage easement, is that correct?

Petrie: Yes sir.

Estes: Then the City can go in and do the work that needs to be done?

Petrie: That's correct.

Estes: Thank you Mr. Chairman.

Odom: Any other questions, comments, motions?

MOTION:

Estes: Mr. Chairman?

Odom: Commissioner Estes.

Estes: I move that we approve Vacation 01-01.00 subject to the following Conditions of Approval, a 30 foot utility and drainage easement shall be retained for future extension of water, sewer and drainage.

Allen: I second.

Odom: What about item number two?

Estes: Mr. Chairman, it's my understanding from the applicant that Condition of Approval item number two, a correct legal for the portion to be vacated has been provided.

Odom: Is that correct staff?

Conklin: Yes it has, we have not checked that legal but it has been provided.

Estes: Let me add the additional Condition of Approval, a correct legal for the portion to be vacated shall be provided prior to this item being forwarded to City Council.

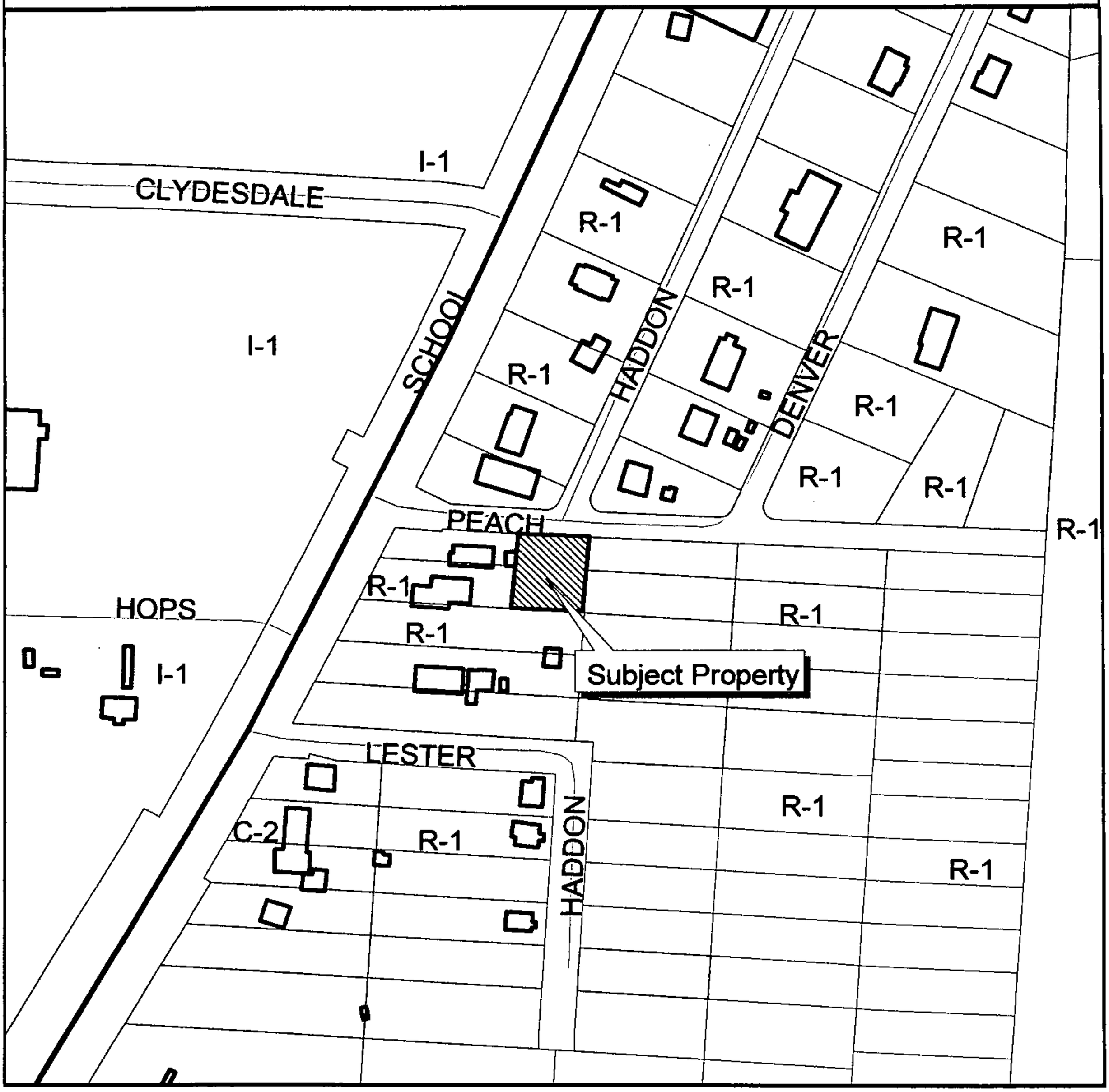
Allen: I second.

Odom: Any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call, VA 01-01.00 is forwarded by a unanimous vote of 9-0-0.

VA01-1 Winkler Close Up



STREETS
Zoning District
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
Structures (1998)

90 0 90 180 Feet

N
W E
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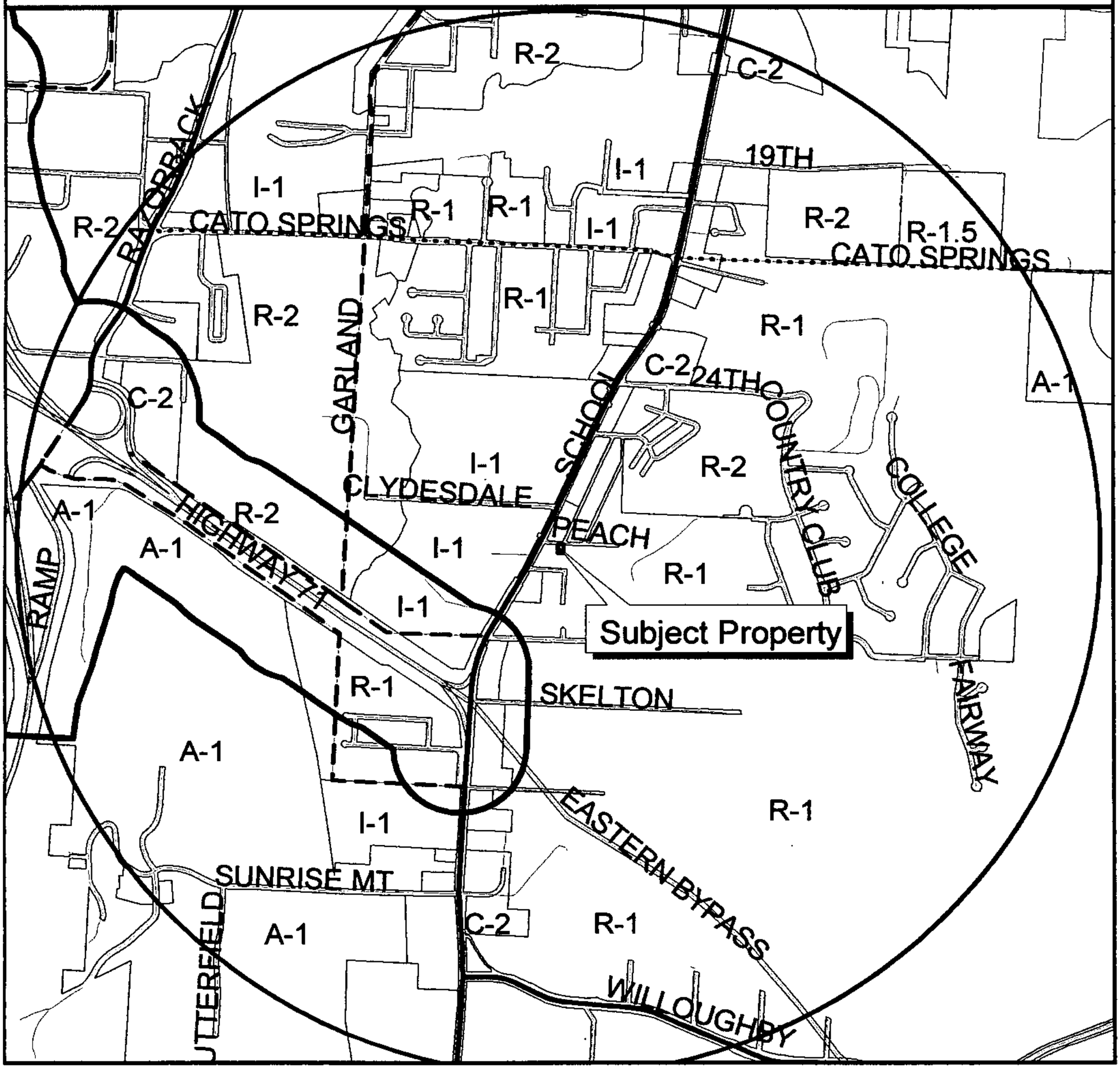
VA 01-1 Winkler One Mile Radius



STREETS
Regional Zoning
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
Design Overlay District

0.2 0 0.2 0.4 Miles

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STAFF REVIEW FORM

X **AGENDA REQUEST**
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of **February 20, 2001.**

FROM:

Tim Conklin	**Planning**	**Public Works**
Name	Division	Department

ACTION REQUIRED: An ordinance for AD 00-45 submitted by Laura Kelly on behalf of the Fayetteville Sidewalk & Trails Committee for a Bike Parking Rack Ordinance.

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	2-5-01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of this request. Planning Commission voted 9-0-0 on January 22, 2001 to recommend approval and to forward the request to the Ordinance Review Committee and City Council for final consideration.

Division Head	2-2-01 Date	Cross Reference
Department Director	2-5-01 Date	New Item: **Yes**
Administrative Services Director	Date	Prev Ord/Res #: _____
Mayor	2/6/01 Date	Orig Contract Date: _____
		Orig Contract Number: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, City Planner
DATE: January 22, 2001

AD 00-45.00: Administrative Item (Fayetteville Sidewalk & Trails Committee) was submitted by Laura Kelly on behalf of the Fayetteville Sidewalk & Trails Committee. The request is for Bike Parking Rack Ordinance.

RECOMMENDED MOTION:

To forward the proposed ordinance to the Ordinance Review Committee of the City Council for consideration and further action.

BACKGROUND:

Several months ago, the Sidewalk & Trails Committee was approached by Laura Kelly, a committee member, about instituting an ordinance to require and regulate the installation of bike racks for developments in order to provide for alternate forms of transportation within the City. Attached is the draft which was reviewed by the Committee and forwarded to the Planning Commission. Also included in this packet is a letter to the editor of a local newspaper in support of the proposal and a listing of cities throughout the United States which have similar ordinances. An information guide for developers is being generated by the Sidewalk & Trails Committee to accompany the ordinance. This guide will answer commonly asked questions and will further explain the benefits of providing bicycle parking for both commercial and residential developments.

The proposed ordinance is designed to permit shared bicycle parking spaces between adjacent businesses (within 50'). It also encourages the use of bicycle parking as a means of reducing required vehicle parking spaces by allowing a reduction of up to 10% of the vehicular spaces when additional bicycle racks are installed.

The type of bike rack, including required clearances and installation techniques is specified in the proposed ordinance.

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Bicycle Parking Rack Requirement:

1. **When Bicycle Parking Racks are Required:**
   All proposed new construction requiring twenty-five (25) off-street, automobile parking spaces or more shall require bicycle parking. All proposed or required expansions in automobile parking lots shall also meet the requirements of this ordinance.

2. **Amount of Bicycle Parking Racks Required:**
   The following table shall be used to determine the minimum number of bicycle parking racks to be provided. (Note: each rack equals 2 bicycle parking spaces)

Total Bicycle Racks Required	Equivalent Total Off-Street Automobile Parking required by code in a Non-residential Development	Equivalent Total Off-street Automobile Parking required by code in a Residential Development
1	25-30	25-50
2	31-60	51-100
3	61-90	101-150
4	91-120	151-200
5	121-150	201-250
1 additional rack per/	each additional 100 spaces	each additional 150 auto spaces

3. **Definition of a Bicycle Parking Rack:**
   Each bicycle parking rack holds two (2) bicycles. Each rack shall be an inverted U-type rack *(as per specifications.)*

4. **Spacing of Racks:**
   Each bicycle parking space shall have 2'-0" x 6'-0" clear space, paved or unpaved, beside the rack allowing each rack to potentially count as two spaces. The 2'-0" dimension may overlap another bicycle parking space such that racks positioned in a parallel row may be 2'-6" on center (see diagram 1).

5. **Position of Bicycle Parking Racks:**
   - Bicycle parking racks should be located within 50 feet of a public entry.
   - Bicycle parking facilities should have adequate lighting for the operation of combination and key locks at night and to minimize theft.
   - Bicycle parking racks should be positioned so that no pedestrian traffic is impeded.
   - Bicycle parking racks should not be located within bus stops, loading zones, or other curb space where on-street parking is permitted unless approved by the City Traffic Engineer.
   - Bicycle parking racks should have a 12'-0" clearance from edge of fire hydrants.
   - Bicycle parking racks should have a 4'-0" clearance from existing street furniture, including mailboxes and light poles.
   - Bicycle parking rack location shall not interfere with ADA standards.

6. **Variations in Requirements:**
   - Up to ten percent (10%) of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements. The 10% reduction allowance is based on the total required parking before any variances are applied.
   - Any property owner required to have bicycle parking may elect to establish a shared bicycle parking facility with any other property owner within the same block to meet the combined requirements.

7. Procedure for Compliance:

- For projects requiring bicycle parking, the bicycle parking shall be indicated on the site plan that is submitted to the Planning Division for approval. (All site plans must be drawn to scale.)
- Shared bicycle parking agreements that meet the requirements of this ordinance shall be automatically approved.

8. Specifications:

- **Design:** Each rack shall be an inverted U-type rack designed with either extended legs for embedment in concrete footing, or with a steel flange for bolting onto paved surface. The apex of the U shall be 2'-9"- 3'-0" above the ground. The legs of the U-shape shall be 1'-6" on center.
  a.) With Embedment: The rack legs shall extend 9" into a concrete footing. Before applying finish, the pipe shall be drilled 3" above the base and fitted with a 6" long, 7/16" diameter steel cross bar. This cross bar shall be welded into place, lies horizontally and acts as an anchor.
  b.) With Flange Mount: A pre-drilled, steel flange, minimum 8" square, shall be welded to the bottom of each leg before final finish is applied. The flange shall have a minimum of three (3) bolt holes. Each bolt hole shall accept a 1/2" diameter steel bolt.
- **Materials:** Racks are to be constructed of 1 1/2" Schedule 40 steel pipe (1.90" x 0.145" wall). The pipe shall be bent in one piece (not welded in sections).
- **Finishes:** The pipe shall have PVC coating, powdercoat finish or hot-dipped galvanized finish applied after the flange has been welded in place (surface mount method) or the anchoring cross bar has been fitted in a drilled hole (embedment method).
- **Anchoring the Rack:** Paving is not required, however, racks shall be securely anchored through one of the two following methods:
  a.) With Embedment: The rack shall be embedded in a min. of 9"-diameter, 10"-deep concrete footing.
  b.) With Flange Mount: Racks shall be anchored with 3 cinch anchor bolts, 1/2" in diameter.

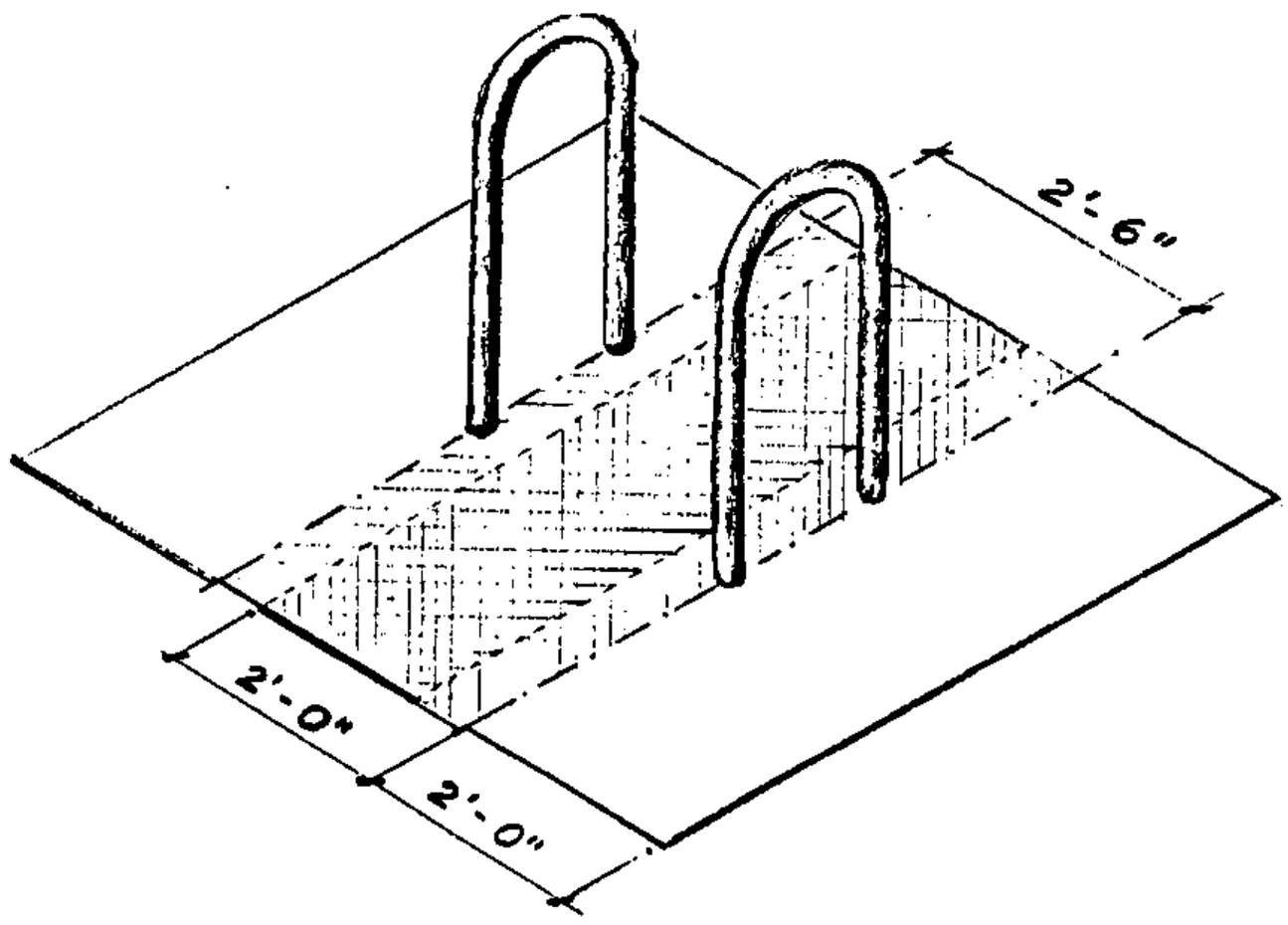

Figure 12 racks spaced 2'-6" on center and equaling 4 parking spaces

AD 00-45.00: Administrative Item (Fayetteville Sidewalk & Trails Committee) was submitted by Laura Kelly on behalf of the Fayetteville Sidewalk & Trails Committee. The request is for Bike Parking Ordinance.

Odom: The next item we have on tonight's agenda is item number five which is an Administrative Item from the Fayetteville Sidewalk & Trails Committee submitted by Laura Kelly on behalf of the Fayetteville Sidewalk & Trails Committee. The request is for a bike parking rack ordinance. The staff's recommendation is to forward the proposed ordinance to the ordinance review committee of the City Council for consideration and further action. I thought this had been to the Ordinance Review Committee?

Conklin: It had been to the Ordinance Review Committee last year. It has not gone back to them. They would like to review it one more time. I decided to bring this forward to the Commission and move it along to Ordinance Review Committee.

Odom: I would ask Laura to come forward at this time.

Kelly: Hi. I'm Laura Kelly. I have been doing some research on bicycle parking ordinances for the past couple years and I've found that they are the most popular bicycle related ordinance in the United States right now. I have been aware of the trend and return of cycling as a popular form of transportation. Even just today, I received some statistics saying it was the second most behind the automobile. I think accommodating these cyclists at new developments would be very responsible and friendly livable City move. I've drafted an ordinance based on the ordinances across the United States, slightly less drastic because I know this is the heart of America not California. I think it's very reasonable and complete, well defined. It says when parking will be required for new commercial or residential developments only if they already require more than 25 automobile spaces. Similarly, if there is a change in occupancy which requires additional parking and they now have more than 25 spaces, they will also be subject to the ordinance. An example, there is a chart saying if you are required to have a certain amount of parking, this is how many racks. An example would be, if you are required to have 80 automobile parking spaces, say you are a large restaurant, you are required to put in 3 bicycle racks within 50 feet of an entrance so that they are visible. The definition of the parking space outlines the dimensions required between the racks, the sizes of the racks, how close they can be placed on center, the position of bicycle parking and number four outlines that it needs to be clear of pedestrian movement, street furniture, there needs to be enough light to operate a lock which is basically the same amount of light required to read your watch and then number five, variations and

requirements allows some developers if they have a particularly dense site and they are having trouble fitting in parking, they can remove up to ten percent of the required automobile parking and all they would have to do is for each parking space removed, they add one more rack. There is an allowance for shared bicycle parking with any other business that can also be within 50 feet of the racks. The procedure for compliance outlines that bike racks will be shown on your site plan that is regularly submitted to the Planning Division, for instance, for large scale development projects. Then there is a small sketch of the inverted U shape bicycle parking racks which are the standard in most ordinances across the country and have been recommended to me also by the physical plant at the University of Arkansas because that's their standard for the University now and they produce them. Also in your packet, there is a note of approval from a local developer who has written to the paper and asked that this ordinance be approved. They find it a very developer friendly ordinance. Also, I've submitted a draft copy of some bicycle parking guidelines which is an example of something that a lot of the cities who have an ordinance have also this simple guideline that helps the developer follow the ordinance basically. It lists a whole bunch of suppliers, it lists possible signage to help make your parking rack more visible, it lists the exact pipe dimensions and how to mount it in the ground. I would also like to include the finishes of the pipe before this is done and this will be approved by the Sidewalk and Trails Advisory Committee before it's done. Does any one have any questions?

PUBLIC COMMENT:

Odom: I've got some questions but, before we do questions what we do is take public comment and then we do questions. Any member of the audience like to address us on this issue? Would you please come forward at this time?

Druding: Hi. I'm Dave Druding and I live here in Fayetteville, have for a couple of decades now. I'm a bicyclist. I have on several occasions wound up at a place with my bicycle and have nothing to do. I once carried it in with me and said can I park this here next to the door? Also, I think Laura did a very thorough job because some of the places at the University that I park my bike...a few years ago the print in phone books got smaller and all sorts of things started to change, but I've noticed that there is not adequate light in some spots and I think that she mentioned that there needs to be enough light. I really think this is an ordinance that would make the City more attractive to a wider variety of people. I think there is a lot of people who are bicycling now. I have a manufacturing facility on the south side of Fayetteville and we've had a bike rack there since we moved there ten years ago and it get's used by people who are

working with me too. I think they are something that needs to be in stores and locations people are coming to and I really support it. I think she's done a good job of looking at the issues involved and I hope that you will support it.

Odom: Any other member of the audience like to address us on this issue? Please come forward at this time.

Dufour: My name is Rex Dufour. I'm a bicyclist in the community and have been for several years. First, I would like to congratulate Laura Kelly on a very thorough job and persistent job on following up this ordinance. I think it's something that is very needed at this time. It's a relatively inexpensive addition to our ordinance portfolio, it's very timely in consideration that the City is just about very close to finishing a Master Trails Plan for the bicycle and multi-use trails. The volume of bicyclists will increase rather surprisingly. In the near future, there will some new trails in the north of town along Mud Creek very shortly and I think the volume of bicyclists will increase as well. It's something that is very needed, timely and relatively inexpensive.

Odom: Any other member of the audience like to address us on this issue?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the applicant. I've got a couple of questions. Item number two shows the total bicycle racks required and it says one, two, three, four, five, depending on how it relates to how many automobiles are going to be used. Was there a reason you tied the relation to the automobiles as opposed to the patrons that are going to be in the development?

Kelly: Well, the automobile parking requirement in our ordinance is related to the amount of patronage of the development.

Odom: That's how you tied it to the amount of patrons that are going to be there?

Kelly: Right. It's much more effective for me to use the handy formulas already devised for the different typical uses. You know how there it's different for commercial retail, different for commercial restaurant? I just used the nice formulas and tied it to the automobile parking.

Odom: You also say in here that each rack equals two bicycle parking spaces. That's a pretty small bike rack.

Kelly: Right. They are just a simple inverted U shape. There is a couple of them shown on that last page there.

Odom: The one that's shown on that page, does that accommodate two?

Kelly: There are two racks shown on that page, that will accommodate four bicycles, showing how you can overlap their access space.

Odom: Item number five, which is the variations in the requirement, it says up to ten percent of required automobile parking spaces may be substituted with the bicycle parking at the rate of two additional bicycle spaces, is that for the applicant to ask for or staff to impose?

Kelly: The applicant, if they want to reduce their parking requirement which I have been informed by Tim, who deals with many applicants, that this is a very rare occurrence where someone wants to reduce the amount of parking there.

Odom: We ought to reverse it, maybe give them more parking spaces if they will put racks in.

Kelly: I must work at a very unusual architecture firm as we do a lot of in-fill developments where we can't quite squeeze enough spaces in.

Odom: Lastly, it's for any new construction requiring 25 automobile spaces and I posed this to you at agenda session, there are probably a lot of smaller ones that really it ought to apply to. Downtown, in fact, if you have a new construction, you don't have to have any parking at all and therefore it wouldn't trigger anything in those. Have you thought about putting anything in there for those zoning districts?

Kelly: I've spoke to the Benham Group in Tulsa. They have been working on the street furniture of the Dickson Street Enhancement Program and there are going to be many racks put in. In-fill developments it's much more a case by case and it's very different to legislate here is where you have to put a rack and there is nothing in this ordinance that says as a business owner you cannot put a rack out there. You will learn that you happen to have two employees that ride every day. Thank goodness the business owner where I work has put in a rack and I probably would have pushed the point until he did. Nothing stops anyone from putting in a rack, it's just not required until you trigger 25 parking spaces by code.

Odom: You've done some good work here and I'm certainly in support of that. Any other

questions or comments?

Marr: I guess I missed it in the materials. What is the economic impact of installing a bike rack?

Kelly: It's not in the ordinance but hopefully you can see that list of bike rack suppliers. The reason I included outrageous a number of bike rack suppliers is so that a contractor could get a really fair estimate very quickly and they do run about $100, probably $150 installed. You can get them for as little as $60 each uninstalled. I'm not sure exactly what installation costs are.

Conklin: There will be some additional oversight from our Sidewalk and Trails Coordinator to do the inspections to make sure they are installed properly in the space and lighting has been installed adequately. There are some costs associated with this ordinance, for the developer, the purchase of the bike racks and then the inspections by the City.

Marr: Through this process has there been any form of public comment or developers with questions?

Kelly: We've presented it at the Sidewalk and Trails Committee and it went through one Ordinance Review Committee. There were quite a few people there to respond to it as well.

Shackelford: Has there been any study done showing the uses of bicycles? Do we have any idea how much this would be used if we put it in place citywide?

Kelly: The one study I brought with me tonight is a national study, is that at all pertinent to your question? Would you be interested in those numbers?

Shackelford: I was more interested in if this service is actually needed in Fayetteville. If there is enough people using bicycles as alternate services, to require this on every new development going forward with the City.

Kelly: If Fayetteville falls in line with national transportation statistics, there are 20% of Americans that have used a bicycle within the last 30 days. I don't know how many of those trips were for transportation purposes. Of that 20%, 22% of them which is 9.2 million people in America, use their bicycle more than 10 days of the past 30 days in question. There is an increasing trend for cycling. It's becoming more and more popular. If you have 20% of American's that have used a bicycle, own a bicycle, it's in

shape, they've used it in the past 30 days, those are people who have the potential of saying "I just don't feel like scraping off the windshield. I'm just going to put on my gloves and scarf and get there in the same amount of time. I hope there is a parking rack." So there is a lot of potential users out there. I may run in a small crowd but all of us have arrived at places where there is nowhere to park.

Estes: Perhaps in response to some of Commissioner Shackelford's questions, a bicycle parking facility is going to provide some security. In other words, you can lock your bike there. I have personal knowledge of two young people who this last weekend lost bikes because there was not a place to lock their bikes when they went in the store. They were both in high-end bikes that they had received for Christmas and they are gone now. I have two sons that I ride with sometimes and it is not an uncommon occurrence for us to go to Harp's or Blockbuster or whatever and one of us stands outside with the two bicycles while the other one goes in and picks up whatever we need. I'm very much in support of the ordinance and certainly intend to vote for sending it on to the Ordinance Review Committee for their consideration.

Bunch: I would like to preface my comments saying that I too am very much in favor of having an ordinance that addresses this. However, I can see some considerable failings in this and maybe they can be worked out so that as this ordinance is presented it would be much more effective. The types of things that I see are very similar to the ambiguities and internal conflicts that were included in the tree preservation ordinance and I think we all know what sort of problems that caused. In order to have this be successful, I think there are several things in this that need to be considered. I don't know at what time that it should be considered whether it should be sent back to your committee for further review or whether we should attach notes to it as it's sent forward to Ordinance Review. Some of the internal conflicts that I see are, there is no process for waivers to be granted as projects come before this Commission. If there are exceptions, I don't see a process for that. Things like a comment on change in occupancy that kicks this in. There is no real definition that shows if that is a change in occupancy by owner or by tenant. How would it apply to malls, to shopping centers, to mini malls like on the south side of the square. In downtown area and Dickson Street when we have parking that is waived, there are still certain numbers of patrons that patronize a business that the parking has been waived. Since this is tied to the parking levels, are we also waiving parking spaces for bicycles? Also, with the downtown Dickson Enhancement Project where easements are being granted on the fronts of buildings all up and down Dickson Street and of a sudden those businesses have no property in order to place bicycle racks and it would be up to the someone like DDEP to place them.

Kelly: That's one of the reasons they are exempt. It's just so difficult.

Bunch: I'm not trying to be nit-picky on this, I'm just saying, by virtue of having gone through an ordeal recently where we had considerable ambiguities and an ordinance that maybe no one played devil's advocate with. I would be happy to sit down with you. I don't think this meeting is the time or place to rewrite an ordinance. I would be happy to work personally on it or to send it back. I would yield to the opinion of my fellow Commissioners but I think we have a very wonderful concept here but there are problems in how that concept is translated into practical application.

Kelly: I've been looking for these kinds of ambiguities and problems. It's probably been drafted in rough form for a year now. I love it when someone points out something that can be made more specific. I feel I definitely had a specific idea when I said change in occupancy, I meant change of, the code has different uses and business is one and assembly is another, by occupancy I meant by the code, I should just state that. I'm really glad you have pointed these out and I'll call you and perhaps we can work them out before that Ordinance Review Committee.

Conklin: I guess looking at the ordinance too, you state changes in occupancy which result in additional automobile parking shall also require bicycle parking. I read that and I don't mean to define all these terms but when something requires additional automobile parking that's when we take a look. If it's retail and someone else goes into the retail it's not going to require any more parking. If it's industrial warehouse and they change it to retail, then it does require additional parking. With regard to Dickson Street and the Square, C-3 and C-4 has exempted any existing building from providing parking as long as you don't expand. So, that kind of takes care of that issue. With regard to where do we go from here, what I would like is the Planning Commission to forward this Ordinance Review Committee and then I would like Commissioner Bunch to sit down with me and Laura and go over this ordinance and see if we can clarify some of these before we get to the Ordinance Review Committee. Keep in mind this will go to the Ordinance Review Committee, we'll be working with our City Attorney's office to make sure it's clear what the ordinance requires and then it will also go to City Council. We are fairly early in the process and I do appreciate Commissioner Bunch bringing these issues up because we do need to make sure that staff, public and the Commission understand what is in this ordinance and when bicycle racks are required for new developments.

Odom: Commissioner Hoffman.

Hoffman: I would like to throw my two cents worth in. I love the idea of the ordinance of course. I would suggest that the ordinance be triggered also when parking lot improvements are triggered, the Stein Mart remodeling that took place at the old WalMart at Fiesta Square, that's one way to get more bike racks in. You need to provide a different alternative. This is a good one but it takes up quite a bit of space. There is another, what I call type two bike rack, that's like a bunch of squiggles and you can get, for a larger shopping center, you can get 12 per rack or something like that.

Kelly: That used to be the campus standard.

Hoffman: You may show type one and type two racks.

Kelly: They don't support the bicycle at two points and they often fall down. That's the only problem with them.

Hoffman: Are there any other ones you can come up with besides this?

Kelly: There was an amazing consensus on inverted U, amazing, overwhelming, because they keep the bike from falling down. You can actually fit 18 bikes in one automobile parking space. The cost of that is maybe $1,800 for 18 parking spaces when you talk about $5,000 for an auto.

Hoffman: You can get 9 of these in one automobile space?

Kelly: Yes, 9 racks.

Hoffman: I just wanted to look at a way to make sure we can pack them in there. Great, thank you.

Kelly: I just use the front wheel rack everyday and I make it work but it's not near as nice as this.

Odom: Anybody else? Any motions?

MOTION:

Hoffman: I'll move that we forward this to the Ordinance Review Committee and that a copy of our comments tonight be distributed to them.

Bunch: Second.

Odom: We have a motion and a second to forward this ordinance to the ordinance review committee along with our copies of the minutes from tonight. Laura, thank you very much for your work. Call the roll.

ROLL CALL:

Upon roll call, AD 00-45.00 is forwarded to the Ordinance Review Committee on a unanimous vote of 9-0-0.

Cities with Bicycle Parking Ordinances

Los Angeles, CA
Tallahassee, FL
Montgomery County, MD (Rockville)
Rockport, MD
Davis, CA
Gainesville, FL
Houston, TX
Palo Alto, CA
Madison, WI
Oakland, CA
Portland, OR
Austin, TX
Santa Cruz, CA
Iowa City, IA
Boulder, CO
Eugene, OR
Denver, CO
San Francisco, CA
Berkeley, CA

STAFF REVIEW FORM

__X__ **AGENDA REQUEST**
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of **February 20, 2001.**

FROM:

Tim Conklin	**Planning**	**Public Works**
Name	Division	Department

ACTION REQUIRED: An ordinance for AD 00-49 amending the Unified Development Ordinance to exclude right-of-way dedications for freeways and expressways as required by the Master Street Plan.

COST TO CITY:

$

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

BUDGET REVIEW: _____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager	Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of this request. Planning Commission voted 9-0-0 on January 22, 2001 to recommend approval and to forward the request to the City Council for final consideration.

Division Head	2-2-01 Date	Cross Reference
Department Director	2-5-01 Date	New Item: **Yes**
Administrative Services Director	2/5/01 Date	Prev Ord/Res #: _____
Mayor	2/6/01 Date	Orig Contract Date: _____
		Orig Contract Number: _____

AD 00-49.00: Administrative Item Amend Sections §156.03 (D) (1) (a) (3); §166.03 (c); §166.04 (3); §166.05 (C)(6); and §171.03 (A)(1) of the UDO regarding dedication of right of way. An ordinance to exclude right of way dedications for freeways and expressways.

Odom: The next item that we have on tonight's agenda is an Administrative Item, item number seven AD 00-49.00 to amend Sections §156.03 (D) (1) (a) (3); §166.03 (c); §166.04 (3); §166.05 (C)(6); and §171.03 (A)(1) of the UDO regarding dedication of right of way. An ordinance to exclude right of way dedications for freeways and expressways. The recommendation of the staff is to amend the Unified Development to exclude the right-of-way dedications for freeways and expressways.

Conklin: Why am I bringing this to you this evening? Back on December 7th we also discussed taking the right-of-way as part of this Eastern Bypass. At that meeting, I was directed to bring an ordinance forward to the Planning Commission not to acquire right-of-way through this Eastern Bypass shown on our Master Street Plan. What I have listed in this ordinance are the sections of the UDO that will have to be amended in order to not take the right-of-way. Based on your previous action, this is consistent with how we want to proceed with regard to planning for a freeway or expressway in Fayetteville.

Bunch: Tim, since we have made the action we did on the previous item and forwarded that to the City Council, is this even required now? Could we table this pending the action of City Council on the item that we just voted to forward to them?

Conklin: That's a very good question. I was also thinking about showing the corridor will not be a line on our Master Street Plan. I would like you to act on this and let me get with the City Attorney to make sure there are not any conflicts in what we are showing on our Master Street Plan and language that we have in our Subdivision regulations and if it's not necessary to amend this ordinance, I will leave it at that. If it is, I will bring it forward to the City Council.

Odom: Before we take any further comment from the Planning Commission, let me ask if there is any member of the audience that would like to address us on this particular issue, please come forward at this time?

PUBLIC COMMENT:

Bemis: Again, my name is Chip Bemis. This is exactly one of the reasons we were given birth to concern. We are trying to build a house, we are going to build a house about 200 feet from the center of Fox Hunter Road. This was one of the concerns we discussed.

If we build a house there, we've got 16 acres potentially for the home site, we're bound at this particular moment to this particular site. Now, if this isn't addressed, this house is consumed by a project of the magnitude that we are talking about. Granted the line is gone but that was what drew our attention to the whole scene.

Odom: Chip, just to be alert, the line is not gone. We recommended that it be gone. Just want to make sure you are aware City Council has to do that.

Bemis: I understand. I wanted to draw your attention to that fact and I guess you probably are all very aware of that. With the size of that project, the road frontage is consumed. The front yard becomes the highway at that point in time if the highway were to land where it had been projected originally. We are also aware that the more money that's put into a project or to investigating the sites, the investment studies, impact studies, it seems to be more originally adhered to. We wanted to bring that point forward also. We thank you again.

Odom: I got a question. Not necessarily you Chip, just to use you as an example. One of the concerns I have about this ordinance, although I do tend to support it, let's just say that line stays there, Chip buys that piece of property and, because we are not requiring a dedication of right-of-way, he decides to put his house in a certain location, right where the line goes over it.

Conklin: That currently probably is occurring in the County because there is no building permits required in the County. So, I have no idea where people are building in Washington County within our planning area at this time. That's an issue. The only time we get to have a say in trying to plan for this Eastern Bypass is during a subdivision or lot split and then the applicant is aware of that. I think we heard from the public this evening that there are many home owners that have built $300,000 to $400,000 homes out there that are not aware of this Eastern Bypass. With regard to Mr. Bemis, the procedure I brought him through was to have his surveyor show the right-of-way dedication required for the County street which is 30 feet from centerline. I informed Mr. Bemis that I would take forward a request not to dedicate right-of-way for the Eastern Bypass. That's how he is proceeding through this process.

Odom: Okay. Thank you Mr. Bemis. Anybody else want to talk about this issue?

COMMISSION DISCUSSION:

Odom: I'll close the floor to public discussion and bring it back to the Planning Commission for

action.

Hoffman: I have one question for staff. This ordinance is worded with the general wording to exclude right-of-way dedication for freeways and expressways, does that affect any other location in Fayetteville other than this one?

Conklin: The only freeway/expressway shown is what we call the Eastern Bypass. We don't have any future eastern bypasses shown. We do classify Interstate 540 and the portion that's 71 Bypass as a freeway/expressway on our Master Street Plan. We have not required right-of-way dedication as development has occurred along those corridors.

Hoffman: The only reason I ask that is because once you leave I-540 and take the Fayetteville business exit towards the mall, is that designated freeway/expressway and would we need to acquire right-of-way for any additional development north of that road?

Conklin: That is classified as a freeway/expressway. We have not required right-of-way dedication along the Interstate system or that section of the bypass next to College Avenue. On both sides up towards the end is CMN, we have not required additional right-of-way.

Hoffman: Because we have a proposed fly-over shown in that location.

Conklin: When that plat came through, we did require that they dedicate right-of-way to us. I also informed them they have to dedicate additional right-of-way in case that does happen to have access over to Mall Avenue and Shiloh.

Hoffman: So this will not affect that?

Conklin: No.

MOTION:

Hoffman: Thank you. That's my only question. With that being said, I'll go ahead and move approval of AD 00-49.00 subject to the staff recommendation.

Marr: I'll second that. I just have one quick question. Is there a reason why we would not want it to specifically state that we would exclude right-of-way dedication for the proposed Eastern Bypass, corridor, freeway or expressway so if something happened, we wouldn't be addressing that? Is there a reason we wouldn't want to have that in

there?

Conklin: I really can't think of any reason why you would want to make it just apply to the Eastern Bypass. I think when we are talking about a freeway/expressway system, that's a much larger system that's serving a regional population and for a developer to dedicate right-of-way for a facility that's serving the needs of an entire region, I personally have some issues with that. I think we are talking about something larger than what's required to serve his development. I'm in support of making that amendment not to require right-of-way on all freeways/expressways.

Odom: Any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call, AD 00-49.00 is forwarded by a unanimous vote of 9-0-0.

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: February 20, 2001

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached construction contract with T-G Excavating Contractors, Inc., for Sanitary Sewer Rehabilitation, Illinois Basins 6, 9, 12, and 16, in the amount of $1,100,000, and approve a 5% contingency of $55,000

COST TO CITY:

$1,155,000	$2,567,214	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
5400-5700-5815.00	$ 710,282	Sewer Mains Const
4470-9470-5815.00	$ 0	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8420	$ 1,856,932	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX 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: Approve construction contract as stated above.

Division Head	29 Jan 01 Date	Cross Reference:
Department Director	Date	New Item: Yes ~~No~~
Administrative Services Director	Date	Previous Ord/Res #:_____
Mayor	Date	Orig Contract Date: _____

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contractors were allowed to bid. We then decided that having the experience requirement within the contract was a better and more secure method of quality control.

4. Bid. Bids were opened on November 17. Four bids were received.

Contractor	Bid
Goodwin and Goodwin *	$ 776,938.00
Mobley Contractors, Inc. *	907,780.07
Fayette Tree and Trench *	1,069,579.00
T-G Excavating, Inc.	1,100,000.00
Engineer's Estimate	1,102,231.00

* These contractors did not meet the experience requirements for this portion of the work, and are thus not considered responsive bidders. The contract cannot legally be awarded to them.

T-G Excavating was the lowest responsive bidder at $1,100,000.00, very close to and below the engineer's estimate of $1,102,231. The engineer has recommended we award this contract to T-G in the attached letter. The City Attorney's office did a special review, and also recommends we award this contract to T-G.

We could rebid the project, but this would probably increase the cost as the one contractor that meets the requirements would know some of his competition would not bid. Thus, both the engineer and I feel it would be not be to our advantage to rebid.

5. Budgeting. The sewer rehabilitation project is in the 2000-2005 Capital Improvements Plan (page 153, attached) and is funded by both sales tax and water/sewer revenue funds. This project is using funds from both 2000 and 2001. Budget details are identified on the attached agenda request.

6. Staff Recommendation. The Staff recommends award of the construction contract to T-G Excavating, Inc., in the amount of $1,100,000, and approve a 5% contingency of $55,000, for a total cost of $1,155,000.

Enclosures: Agenda Request
Project Area Map
Engineer's Recommendation Letter with Bid Tab
CIP Extract Pages
Proposed Contract
Purchase Order

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Meeting Date: February 20, 2001 **STAFF REVIEW FORM**

Description: Construction contract, sewer rehabilitation, T-G Excavating, Inc.

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Don Bunn, Public Works Director

From: David Jurgens, Water/Sewer

Date: 26 January, 2001

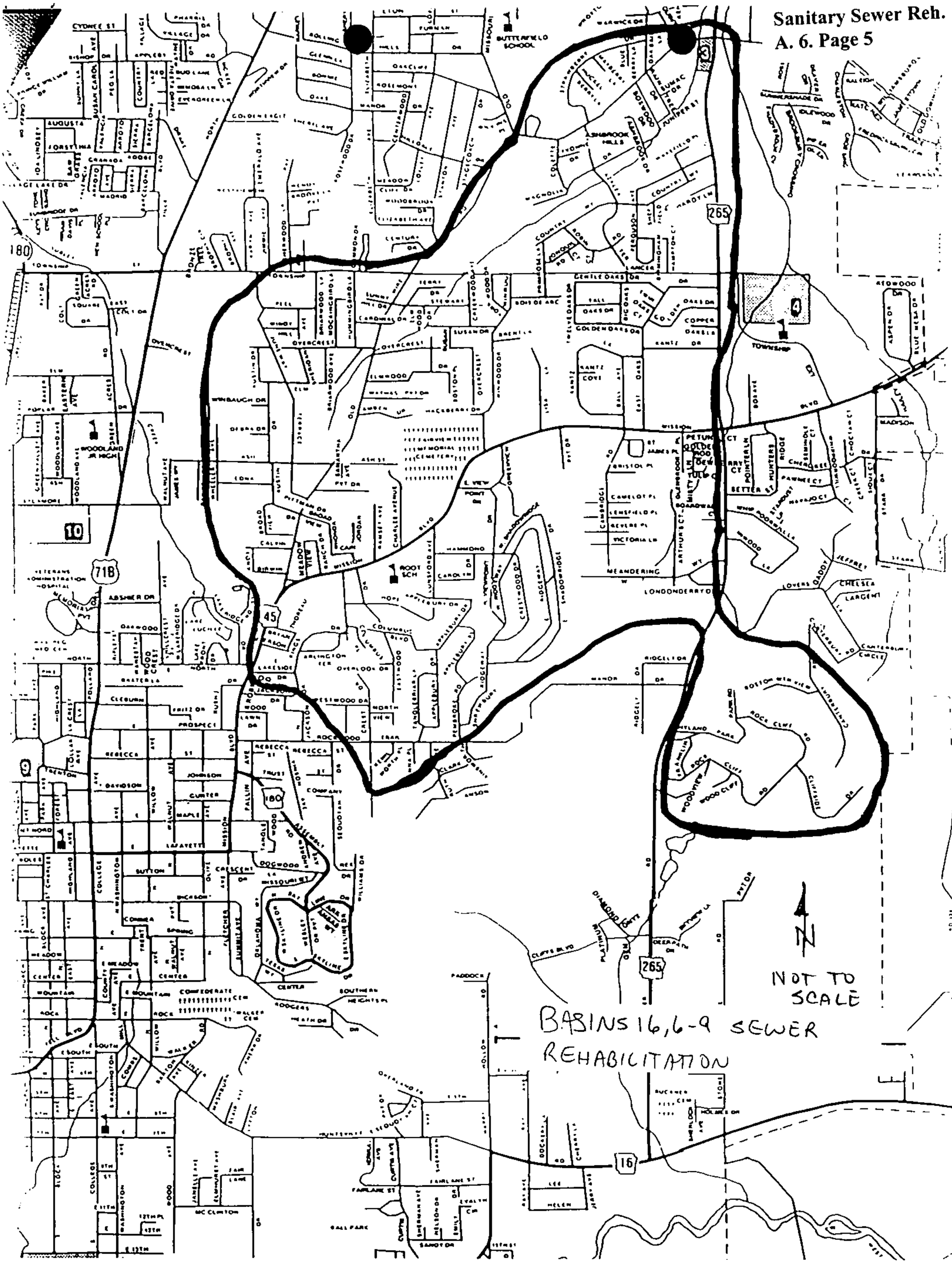
Subject: Agenda Request- February 20 City Council Meeting, Construction Contract, Illinois River Basins 6, 9, 12 and 16 Sewer Rehabilitation, T- G Excavating, Inc.

1. Background. The sanitary sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration (I/I) in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area to be rehabilitated is all of those areas tributary by gravity to the Old Wire lift station, including the hill behind Root School (Illinois River Basin 16), areas around Gulley Park, and the Hyland Park area, all shown on the attached map. Under very heavy rains, we have experienced recurring overflows at five manholes and one pump station in this area.

2. Project Description. This is the third of three sewer rehabilitation construction projects in this area, and involves replacing lines using conventional (dig and replace) methods. The first project involved manhole rehabilitation, and is complete. The second consisted of a specialized type of work which reduces the amount of digging required called pipe bursting. The pipe bursting contract has already been awarded; this work will begin in February, 2001. This third contract, involving conventional digging, consists of replacing 5,153' of main line pipe, replacing 39 manholes, and installing roughly 2,600' of service line. The pipe bursting and dig and replace projects both used the same set of plans and specifications, and were bid as unit one and unit two of this project. Thus, the bid, bid tab and contract refer to this project as unit two.

3. Contractor Qualifications. Performing sewer rehabilitation is significantly different from installing new sewer lines. It requires leaving the existing lines in service while the work is performed, as we cannot cut off service to the homes and businesses which use the lines. The risk of a sewer backup into homes is very high; the hardship on residents is also high. Thus, we require that contractors meet specific sewer related experience requirements in order to be considered responsive bidders for this type project. We have experienced great difficulty in the past with inexperienced contractors causing sewer backups into homes and creating other very difficult conditions for our residents. For several years, we required prequalification, restricting which

Sanitary Sewer Reh.
A. 6. Page 5



TOTAL P.02

RJN GROUP, INC.
Engineering and Information Technology Services
An Employee-Owned Firm

January 25, 2001

Mr. Dave Jurgens
City of Fayetteville
1475 West Cato Springs Road
Fayetteville, AR 72701

Subject: Illinois River Basin Sewer Improvements Unit 2, RJN #18155200

Dear Dave:

Four contractors submitted bids for the above referenced project. We have evaluated each of the bidder's documents. The first three lowest bidders were found not to have completed a minimum of three sewer rehabilitation projects with a construction cost of $500,000 each during the last three years; therefore, their bids are considered non-responsive. This requirement is set forth in the Contract Documents, Invitation to Bidders, Paragraph G. T-G Excavating is the lowest qualified bidder for a total cost to construct Unit 2 of $1,100,000.00. We have checked their references, and have found that their past clients are extremely pleased with the company and their quality of work.

We recommend the City enter into a contract with T-G Excavating to construct Unit 2 of the Illinois River Basin Sewer Improvements for a cost of $1,100,000.00. Enclosed are five (5) copies of the Contract Documents executed by the Contractor with bonds and insurance included.

Should you have any questions, please call me at (972) 437-4300 x38.

Very truly yours,

RJN GROUP, INC.

Thomas A. Harris, P.E.
Senior Project Manager

TAH/kb/1552
xc: file
Enclosures

12160 Abrams Road, Suite 206 • Dallas, Texas 75243
Phone 972/437-4300 • Fax 972/437-2707 • www.rjn.com

ILLINOIS RIVER BASIN 6, 9, 12 & 16 SEWER IMPROV.
FAYETTEVILLE, ARKANSAS

OPENING: NOVEMBER 17, 2000				RJN COST ESTIMATE	GOODWIN & GOODWIN, INC.		MOBLEY CONTRACTORS, INC.		FAYETTEVILLE TREE & TRENCH		T-G EXCAVATING CONTRACTORS, INC.	
M	QUANT	UNIT	DESCRIPTION OF ITEM	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
T 2			GENERAL OPEN CUT CONSTRUCTION									
B1	3,083	LF	8" PVC SEWER PIPE 0'-6' DEEP OPEN CUT	271,304.00	45.00	$138,735.00	88.49	$272,814.67	79.00	$243,557.00	110.00	$339,130.00
B2	1,806	LF	8" PVC SEWER PIPE 6'-10' DEEP OPEN CUT	178,794.00	50.00	$90,300.00	18.40	$33,230.40	87.00	$157,122.00	110.00	$198,660.00
B3	37	LF	12" PVC SEWER PIPE 10'-14' DEEP OPEN CUT	4,884.00	75.00	$2,775.00	583.28	$21,581.36	100.00	$3,700.00	170.00	$6,290.00
B4	85	LF	8" D.I.P. SEWER PIPE, ALL DEPTHS OPEN CUT	12,155.00	80.00	$6,800.00	61.12	$5,195.20	110.00	$9,350.00	150.00	$12,750.00
B5	77	LF	16" STL CASING BORED	19,481.00	250.00	$19,250.00	240.00	$18,480.00	350.00	$26,950.00	200.00	$15,400.00
B6	30	LF	16" STL ENCASEMENT BY OPEN CUT	3,960.00	100.00	$3,000.00	210.43	$6,312.90	300.00	$9,000.00	100.00	$3,000.00
B7	97	LF	BORE FOR 8" SEWER	19,206.00	65.00	$6,305.00	240.00	$23,280.00	200.00	$19,400.00	150.00	$14,550.00
B8	34	EA	48" STANDARD MANHOLE, 0'-6' DEEP	93,500.00	1,650.00	$56,100.00	2,413.22	$82,049.48	3,400.00	$115,600.00	2,000.00	$68,000.00
B9	25	VF	48" STAND MANHOLE, EXTRA DEPTH > 6'	5,500.00	175.00	$4,375.00	163.52	$4,088.00	400.00	$10,000.00	200.00	$5,000.00
B10	5	EA	48" DROP MANHOLE, 0'-6' DEEP	19,250.00	2,500.00	$12,500.00	2,544.49	$12,722.45	3,500.00	$17,500.00	2,500.00	$12,500.00
B11	12	VF	48" DROP MANHOLE, EXTRA DEPTH > 6'	3,300.00	250.00	$3,000.00	120.27	$1,443.24	450.00	$5,400.00	250.00	$3,000.00
B12	3	EA	ABANDON OR REMOVE EXISTING MANHOLE	2,640.00	1,800.00	$5,400.00	776.70	$2,330.10	1,200.00	$3,600.00	700.00	$2,100.00
B13	55	EA	4" SERVICE CONNECTION FOR OPEN CUT	24,200.00	200.00	$11,000.00	635.72	$34,964.60	250.00	$13,750.00	250.00	$13,750.00
B14	2,009	LF	4" EXTENSION OF SERVICE LINE FOR OPEN CUT	39,778.20	25.00	$50,225.00	12.22	$24,549.98	28.00	$56,252.00	25.00	$50,225.00
B15	2	EA	6" SERVICE CONNECTION FOR OPEN CUT	990.00	250.00	$500.00	463.53	$927.06	375.00	$750.00	275.00	$550.00
B16	15	LF	6" EXTENSION OF SERVICE LINE FOR OPEN CUT	330.00	30.00	$450.00	51.71	$775.65	24.00	$360.00	35.00	$525.00
B17	57	EA	SERVICE CLEANOUT	21,945.00	200.00	$11,400.00	291.24	$16,600.68	160.00	$9,120.00	350.00	$19,950.00
B18	1,036	LF	STANDARD SIDEWALK REPAIR	39,886.00	28.00	$29,008.00	21.14	$21,901.04	18.00	$18,648.00	20.00	$20,720.00
B19	140	LF	SPECIAL SIDEWALK REPAIR	8,470.00	60.00	$8,400.00	48.69	$6,816.60	22.00	$3,080.00	40.00	$5,600.00
B20	245	LF	CURB & GUTTER REPAIR	8,085.00	25.00	$6,125.00	34.96	$8,565.20	18.00	$4,410.00	25.00	$6,125.00
B21	180	LF	CONCRETE DRIVEWAY REPAIR	8,910.00	80.00	$14,400.00	25.09	$4,516.20	60.00	$10,800.00	50.00	$9,000.00
B22	1,240	LF	ASPHALT STREET REPAIR	61,380.00	85.00	$105,400.00	24.76	$30,727.20	50.00	$62,000.00	60.00	$74,400.00
B23	100	LF	CONCRETE STREET REPAIR	5,500.00	65.00	$6,500.00	56.75	$5,675.00	60.00	$6,000.00	60.00	$6,000.00
B24	50	LF	CONRETE DRIVEWAY EXPOSED AGGREGATE	3,300.00	80.00	$4,000.00	105.41	$5,270.50	130.00	$6,500.00	70.00	$3,500.00
B25	80	LF	DIRT DRIVEWAY REPAIR	4,400.00	25.00	$2,000.00	49.35	$3,948.00	25.00	$2,000.00	20.00	$1,600.00
B26	500	CY	ROCK EXCAVATION	49,500.00	30.00	$15,000.00	6.10	$3,050.00	115.00	$57,500.00	100.00	$50,000.00
B27	13	EA	CLAY DAMS	3,146.00	800.00	$10,400.00	485.21	$6,307.73	550.00	$7,150.00	150.00	$1,950.00
B28	3,933	LF	TRENCH SAFETY	17,305.20	5.00	$19,665.00	27.92	$109,809.36	10.00	$39,330.00	1.00	$3,933.00
B29	400	LF	TRENCH FOUNDATION MATERIAL	6,600.00	5.00	$2,000.00	4.51	$1,804.00	16.00	$6,400.00	10.00	$4,000.00
B30	1	LS	TREE PROTECTION	7,012.50	15,000.00	$15,000.00	8,874.60	$8,874.60	12,000.00	$12,000.00	5,000.00	$5,000.00
B31	8	EA	SANITARY SEWER MARKERS	880.00	100.00	$800.00	123.30	$986.40	100.00	$800.00	100.00	$800.00
B32	1,000	SF	CONCRETE CHANNEL LINING	27,500.00	25.00	$25,000.00	39.54	$39,540.00	29.95	$29,950.00	15.00	$15,000.00
B33	1	LS	SURFACE VIDEO DOCUMENTATION	9,790.00	3,000.00	$3,000.00	3,546.30	$3,546.30	2,500.00	$2,500.00	8,380.00	$8,380.00
B34	3	EA	EXPLORATORY EXCAVATIONS	8,250.00	1,500.00	$4,500.00	1,300.70	$3,902.10	1,750.00	$5,250.00	2,500.00	$7,500.00
			SUBTOTAL UNIT 2 - CONSTRUCTION OF SANITARY SEWERS	991,131.90		$693,313.00		$826,586.00		$975,729.00		$988,888.00

BID OPENING: NOVEMBER 17, 2000					RJN COST ESTIMATE	GOODWIN & GOODWIN, INC.		MOBLEY CONTRACTORS, INC.		FAYETTEVILLE TREE & TRENCH		T-G EXCAVATING CONTRACTORS, INC.	
				UNIT 2 POINT REPAIRS									
1001		1	LS	POINT REPAIR 6" PVC, 7 LF, SHT 41	5,500.00	2,000.00	$2,000.00	4,372.85	$4,372.85	750.00	$750.00	5,000.00	$5,000.00
1002		1	LS	POINT REPAIR 8" PVC, 10 LF, SHT 41	4,950.00	5,500.00	$5,500.00	6,484.37	$6,484.37	3,000.00	$3,000.00	5,000.00	$5,000.00
1003		1	LS	POINT REPAIR 8" D.I.P. SERV, 20 LF, SHT 42	6,050.00	9,000.00	$9,000.00	4,304.14	$4,304.14	2,600.00	$2,600.00	5,500.00	$5,500.00
1004		1	LS	POINT REPAIR 8" PVC, 10 LF, SHT 41	4,400.00	4,000.00	$4,000.00	4,474.13	$4,474.13	2,000.00	$2,000.00	4,500.00	$4,500.00
1005		1	LS	POINT REPAIR 8" PVC, 10 LF, SHT 41	4,620.00	3,500.00	$3,500.00	5,464.14	$5,464.14	15,000.00	$15,000.00	4,500.00	$4,500.00
1006		1	LS	POINT REPAIR 6" PVC, 75 LF, SHT 43	16,500.00	12,500.00	$12,500.00	15,477.58	$15,477.58	7,500.00	$7,500.00	14,000.00	$14,000.00
1007		1	LS	POINT REPAIR 6" PVC, 20 LF, SHT 43	7,920.00	6,000.00	$6,000.00	9,399.06	$9,399.06	2,000.00	$2,000.00	6,500.00	$6,500.00
1008		0	LS	DELETED FROM PROJECT	0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
1009		1	LS	POINT REPAIR, CATOSPG, SHT 44	19,250.00	13,000.00	$13,000.00	7,703.39	$7,703.39	16,950.00	$16,950.00	25,000.00	$25,000.00
1010		1	LS	POINT REPAIR, OLD MISS, SHT 45	27,720.00	18,000.00	$18,000.00	15,287.93	$15,287.93	35,000.00	$35,000.00	28,112.00	$28,112.00
1011		1	LS	POINT REPAIR 8" DIP, ANCHOR STRAP BOLTS SHT 43	3,300.00	4,500.00	$4,500.00	2,227.50	$2,227.50	2,300.00	$2,300.00	4,000.00	$4,000.00
00A1		45	LF	6" TO 24" ADDITIONAL PIPE, COMPLETE	10,690.00	125.00	$5,625.00	133.31	$5,998.95	150.00	$6,750.00	~~8,000.00~~	$9,000.00
				SUBTOTAL UNIT 2 POINT REPAIRS	111,100.00		$83,625.00		$81,194.04		$83,850.00		$111,112.00
				TOTAL UNIT 2	1,102,231.90		$776,938.00		$907,760.04		$1,069,579.00		$1,100,000.00
				TOTAL UNIT 1	862,412.40		NO BID		NO BID		NO BID		$555,555.00

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

PROJECT TITLE: Sanitary Sewer Rehabilitation

REQUESTING DIVISION: Water/Sewer & Engineering

FUNDING SOURCE: Water & Sewer Fund

PROJECT CATEGORY: Water & Sewer Improvements

INITIAL YEAR PRIORITY: 4

PROJECT TYPE: REPLACEMENT Y EXPANSION

PROJECT COST		
2000	$	1,553,000
2001		275,000
2002		
2003		
2004		
TOTAL PROJECT COST	$	1,828,000

PROJECT DESCRIPTION & JUSTIFICATION :

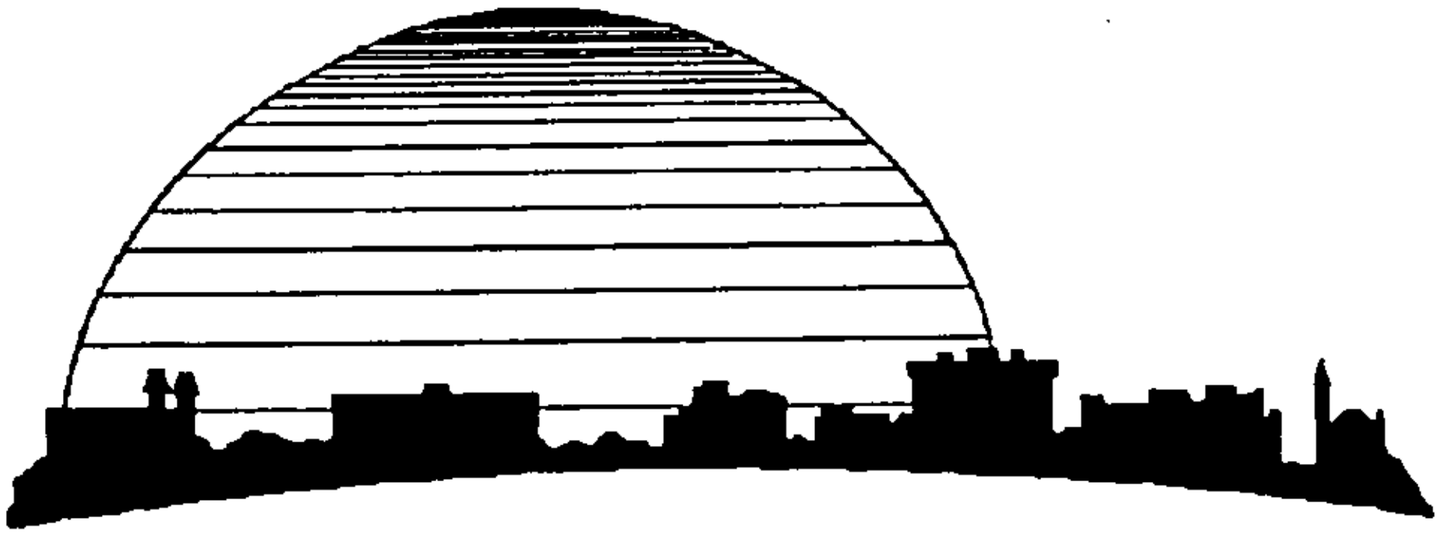
Rehabilitate the City's existing sewer collection system. Improvements are necessary to reduce storm and ground water flows into the system which cause sewer overflows at several locations in the City. The project is required to meet state and federal laws. Until 1996, the project was mandated by an EPA Administrative Order which is no longer in force. The City has been told that they did not receive another order because of the progress made to date and the work planned for the future. Projects include replacing and lining existing sewer mains, rehabilitating manholes, upgrading lift stations, building relief sewers, and (possibly) constructing a sewage detention basin. This project is funded in both Sales Tax Capital Improvement and Water & Sewer Funds.

PROJECT STATUS (IF IN PROGRESS) :

Numerous sub-projects have been completed with excellent success. Annual funding is on a sub-project bases. In 1999, we shall complete the study of the next area to be scrutinized (Illinois basin), complete two current construction projects, and initiate construction in Illinois basins 1-5 and 19.

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

No significant impact except that the number of sewer overflows will be significantly reduced.



City Wide Project

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

PROJECT TITLE:	Sanitary Sewer Rehabilitation
REQUESTING DIVISION:	Water/Sewer & Engineering
FUNDING SOURCE:	Sales Tax Capital Improvements Fund
PROJECT CATEGORY:	Water & Sewer Improvements
INITIAL YEAR PRIORITY:	1

PROJECT TYPE: REPLACEMENT Y EXPANSION

PROJECT COST	
2000	$
2001	1,094,000
2002	1,500,000
2003	1,500,000
2004	1,500,000
TOTAL PROJECT COST	$ 5,594,000

PROJECT DESCRIPTION & JUSTIFICATION :

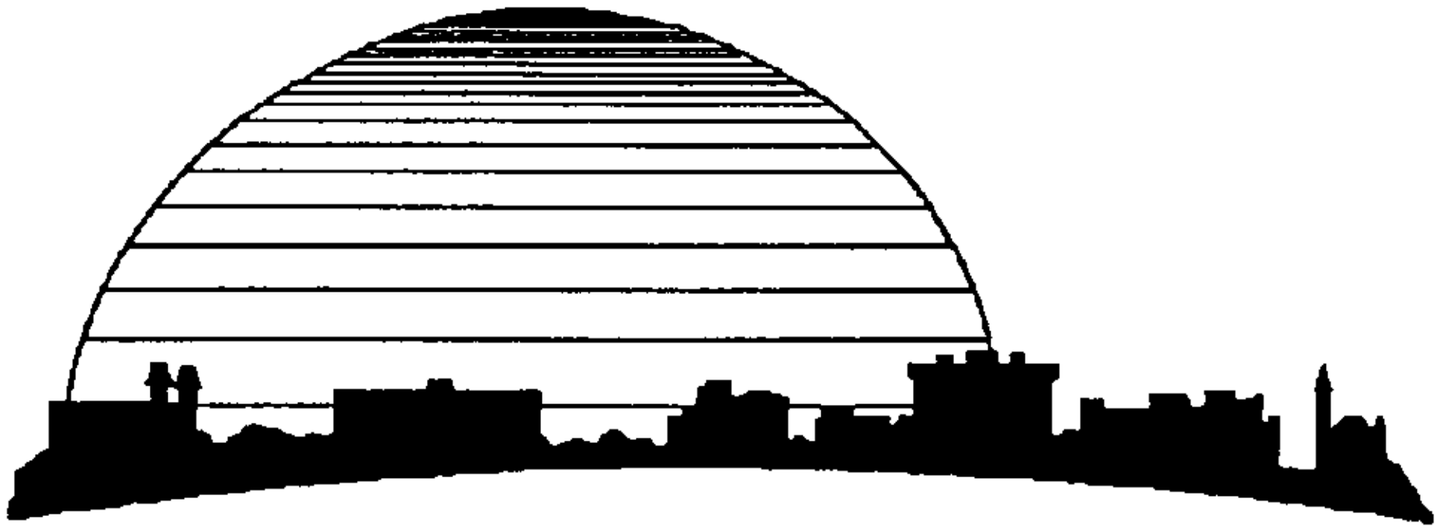
Rehabilitate the City's existing sewer collection system. Improvements are necessary to reduce storm and ground water flows into the system which cause sewer overflows at several locations in the City. The project is required to meet state and federal laws. Until 1996, the project was mandated by an EPA Administrative Order which is no longer in force. The City has been told that they did not receive another order because of the progress made to date and the work planned for the future. Projects include replacing and lining existing sewer mains, rehabilitating manholes, upgrading lift stations, building relief sewers, and (possibly) constructing a sewage detention basin. This project is funded in both Sales Tax Capital Improvement and Water & Sewer Funds.

PROJECT STATUS (IF IN PROGRESS) :

Numerous sub-projects have been completed with excellent success. Annual funding is on a sub-project basis.

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

No significant impact except that the number of sewer overflows will be significantly reduced.



City Wide Project

Sanitary Sewer Reh.
A. 6. Page 11

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:		Date:	29 January 2001
P.O. Number:		Expected Delivery Date:	See Remarks

#: 6779	Vendor Name: T-G Excavating, Inc.	Mail: Yes____ No__XX_	
26016 East Admiral		FOB Point: Fayetteville, AR	Taxable: Yes_XX_ No___
Catoosa	State: OK	Zip: 74015	Ship To Code:	Division Head Approval:
Requester: David Jurgens		*Requester's Employee#: 490	Extension: 386

	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Basin 1-5, 18 & 19 Sanitary Sewer Evaluation	1	EA	$1,100,000.00	$1,100,000.00	4470-9470-5815.00	96012-8420		
2	Study; Sewer Rehabilitation				$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
					$0.00				
10					$0.00				
11					$0.00				
	SHIPPING/HANDLING				$0.00				

Special Instructions:

The notice to proceed will be issued immediately following City Council approval. Work must begin within 10 working days following issuance of the notice to proceed.

Subtotal:	$1,100,000.00
Tax:	$0.00
TOTAL:	$1,100,000.00

Approvals: (ordering office use only)

Mayor:_____ Department Director:_____ Purchasing Manager:_____

Admin. Services Director:_____ Budget Coordinator:_____ Data Processing Mgr:_____

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: February 20, 2001

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached engineering contract with the RJN Group, Inc., for a Sanitary Sewer Evaluation Study for Illinois River Basins 1-5, 18 & 19, and White River minisystem 27 (Industrial Park), in the amount of $471,231, and approve a 5% contingency of $23,562

COST TO CITY:

$ 494,793.00	$ 2,567,214	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
5400-5700-5815.00	$ 21,365	Sewer Mains Const
4470-9470-5815.00	$ 1,843,917	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-0110	$ 701,932	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

2/1/01
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing 2/1/01
Accounting Manager Date

2/1/01
City Attorney Date

2/2/01
Purchasing Officer Date

GRANTING AGENCY: _____

ADA Coordinator Date

Nancy Smith 2/1/01
Internal Auditor Date

STAFF RECOMMENDATION: Approve construction contract as stated above.

30 JAN 01
Division Head Date

2-2-01
Department Director Date

2-2-01
Administrative Services Director Date

2/7/01
Mayor Date

Cross Reference:

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

Previous Ord/Res #: _____

Orig Contract Date: _____

DJ\\REHAB-SW\BAS16LineAGR.WPD

Meeting Date: February 20, 2001 **STAFF REVIEW FORM** Page 2

Description: Engineering contract, sewer rehabilitation, RJN Group, Inc.

Comments:
Budget Coordinator:

Contract needs to be changed to remove specific employee designated and list posted instead.

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

DJ\\REHAB-SW\BAS16LineAGR.WPD

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Don Bunn, Public Works Director

From: David Jurgens, Water/Sewer

Date: 30 January, 2001

Re: Agenda Request- February 20 City Council Meeting, Engineering Services Contract, Illinois River Basins 1-5, 18 & 19 and the Industrial Park Sewer Rehabilitation, RJN Group, Inc.

1. Background. The sewer system which flows to the Gregg Avenue lift station (just south of the intersection of Gregg and Joyce) requires significant rehabilitation in order to reduce infiltration and inflow (I/I) in the sewer system and thus eliminate several overflows in the system and reduce or eliminate the overflow at the Old Wire Road lift station, which is further downstream. This project is designed to reduce the extraneous I/I so that the system can meet the demands. The primary area to be studied is the north central portion of town, shown on the attached map. We experience sanitary sewer overflows at three manholes in and downstream from this area. The project also includes a full SSES in the south industrial park, as we have identified that a great deal of I/I enters our sewer system from the collection system serving this area. Finally, it involves a small amount of work in the Wilson Park area.

2. Project Description. This is the first of three phases of the sewer rehabilitation work in this area. Phases 2 and 3 will be contracted at a later date.

A. Phase I. Preliminary Engineering (Sanitary Sewer Evaluation) Study. This is the contract which is before you now, and involves a thorough investigation of the sewer system to identify all sources of inflow and infiltration through which rain and ground water enters the sewer system. It will also identify major structural and capacity defects, and will take recurring maintenance problems into account. The product will be a recommended construction plan with cost-effective repair analysis.

The estimated work includes physical investigations of 1,415 manholes, smoke testing 350,000 linear feet of pipe, performing 50 dyed water examinations, cleaning and televising 35,000 linear feet of sewer pipe, and providing a brief written report of the results. The field investigations will use information from a study completed in 1991 to reduce the field work required at the current time. Too many things change in ten years, however, for us to do a design based on the previous study. There is an optional service of smoke testing 37,000 feet and evaluating the smoke test data

in the Wilson Park area, which was rehabilitated in 1993. We suspect there are several new major sources of I/I in this area, which caused four manhole overflows in 2000.

This is not a generic, theoretical study, but a detailed and specialized physical examination of every manhole and every inch of pipe in our sewer system in this area, which evaluates almost every aspect of these sewer lines and manholes. The project is similar to those recently completed in other areas of town, which have been instrumental in stopping numerous sewer overflows. Specific tasks are described in detail in the attached contract.

B. Phase II. Final Engineering Design. This phase includes the design of the rehabilitation and the bidding process. The design will be based on the SSES.

C. Phase III. Construction. This phase involves the actual manhole and sewer line construction and rehabilitation, and inspecting and supervising the contractor(s) who perform the work. This project will probably include two or three construction projects- one for manhole work and two for different types of main line repairs and replacement. Construction should begin in late 2002 or early 2003, and should last from 18 to 24 months.

3. Selection Process. The Engineer Selection Committee selected firms for this project on January 18, 2001. RJN Group, Inc., was selected for this project. A January 18 letter to RJN advised them of the selection and requested we open negotiations.

4. Clarification of Scope and Negotiations. Meetings and consultation between City staff and Hugh Kelso, RJN Regional Vice President, resulted in the final proposed contract (enclosure 2).

5. Execution. As planned, the engineering for this project will be a cooperative effort between City forces and RJN personnel. City Sewer Division crews will participate in some of the field work to reduce costs and expedite the project. City work will include locating manholes before the study, televising those lines which we know need it from the 1991 study, and providing other assistance as possible.

6. Budgeting. The sewer rehabilitation project is in the 2000-2005 Capital Improvements Plan, and is funded by both sales tax and water/sewer revenue funds. This project is using funds from both 2000 and 2001. Budget details are identified on the attached agenda request.

7. Staff Recommendation. The Staff recommends award of the Engineering Contract to RJN Group, Inc., in the amount of $471,231, and approve a 5% contingency of $23,562, for a total cost of $494,793.

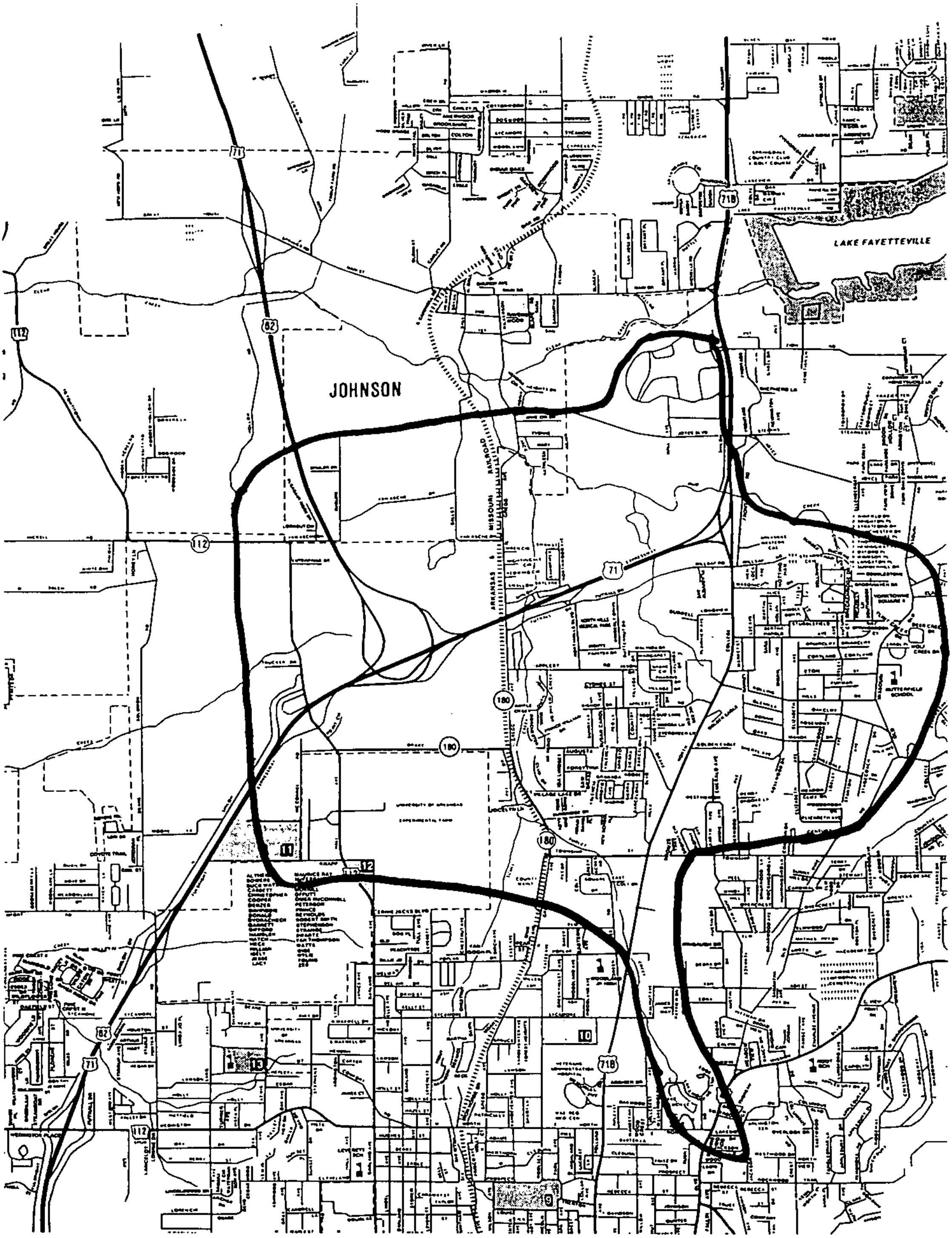
Enclosures: Project Area Map
Proposed Contract (three original contracts)
Purchase Order

\REHAB-SW\Bas1-5SSESCCDep.WPD

SANITARY SEWER REHABILITATION
ILLINOIS RIVER BASINS 1-5, 18 & 19

N

NO SCALE



AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this ____ day of _____, 2001 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., hereinafter called ENGINEER.

WHEREAS, the OWNER desires to conduct a Sewer System Evaluation Study for Illinois River Watershed Basins 1-5, 18, and 19 in the and White River Watershed Mini System 27 (Industrial Park).

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

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in Illinois River Watershed Basins 1-5, 18, and 19 and White River Watershed Mini System 27.

Services include field investigations and engineering services for City sewers located in Illinois River Watershed Basins 1-5, 18, and 19 and White River Watershed Mini System 27. The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

Section II - Future Services for ENGINEER

The ENGINEER is available to furnish and perform, under a separately negotiated agreement, future engineering services as desired and authorized by OWNER for additional planning work, design, construction, and testing with respect to extensions of this Project or others.

AGREEMENT (Cont.)

Section III - OWNER's Responsibility

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

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

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.

2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.

3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.

4. Assist the ENGINEER in arranging a public relations meeting with representatives of all industries in the Industrial Park. The purpose of the meeting will be to inform the industries of work associated with the study in the Industrial Park.

5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

AGREEMENT (Cont.)

6. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonable request with regard to legal issues pertaining to the Project.

7. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

8. Provide water meter and water for dyed water flooding and television inspection activities at no cost to the ENGINEER.

9. Bear all costs incident to compliance with the requirements of this Section III.

Section IV - Schedule of Service

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

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

Section V - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed $471,231.00 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

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

AGREEMENT (Cont.)

Section VI - General Considerations

Standards of Performance

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

Estimate of Probable Cost

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

Reuse of Documents

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

Termination of Services

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

AGREEMENT (Cont.)

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

Controlling Law and Disputes

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

Successors and Assigns

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

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

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused

AGREEMENT (Cont.)

by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of $1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2001.

For the OWNER:

CITY OF FAYETTEVILLE

Dan Coody
Name

Mayor
Title

ATTEST:

_____

For the ENGINEER:

RJN GROUP, INC.

Hugh M Helms
Name

Regional Vice President
Title

Attachments:

Exhibit A - Scope of Services
Exhibit B - Authorization Progress & Completion
Exhibit C - Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
ILLINOIS RIVER WATERSHED BASINS 1-5, 18, AND 19
AND WHITE RIVER WATERSHED MINI SYSTEM 27
SEWER SYSTEM STUDY

This section is a detailed description of the Work Plan that would be implemented for this project. Specific Work items were developed based on our understanding of the project needs, our familiarity with the City of Fayetteville's Wastewater Collection System, and our experience with many similar projects.

The project will be divided into two parts. Part I will include the field investigations and development of recommended sewer improvements in Basins I1-I5, I18, and I19 of the Illinois River Watershed. This area is estimated to contain approximately 315,000 linear feet of sewer line and 1,315 manholes. This area was also investigated in the early 1990's and the results of that study will serve as a baseline for this study. The rehabilitated sewer line in Basin I4 and the parallel sewer lines east of the Gregg Avenue Lift Station will be excluded from the study.

Part II of this project will include an investigation of Mini System W-27 in the White River Watershed. This area consists of the Industrial Park in the southern portion of the City and the wastewater collection system in this area has exhibited excessive infiltration/inflow (I/I) during storm events. This area is estimated to contain approximately 30,000 linear feet of sewer line and 100 manholes.

The sewer systems in both areas will be investigated to identify sources of I/I and to develop recommendations for rehabilitation of the collection system including maintenance related repairs. A description of the Work Plan is included in the following sections.

Work Plan

The Work Plan for the City of Fayetteville includes all the necessary engineering, planning, and field work for developing a Sewer Rehabilitation Plan in Illinois River Watershed Basins I1-I5, I18, and I19 and White River Watershed Mini System 27.

SEWER SYSTEM STUDY

A. Project Administration

1. Mobilize project team.

2. Meet with CITY staff on a bi-monthly basis to develop project strategy, coordinate upcoming work, and receive CITY input.

3. Prepare a final schedule of work activities.

4. Provide general consultation with representative CITY staff on an as-needed basis.

5. Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

6. Perform administration and coordination of subconsultants including contract finalization, performance, coordination, and payment requests.

B. Data Management Program

1. Review previous study report and incorporate necessary data into project database.

2. Develop listing of all buried and inaccessible manholes and provide to CITY.

3. Perform final review of system maps to verify boundaries of subdrainage areas and location of flow monitoring sites.

4. Prepare a map of the study areas utilizing the numbering system developed during the previous study.

5. Obtain preliminary sewer segments length and diameters from existing database. Add structures constructed since 1991. Review and modify database as differences are found during field survey activities.

6. Correct map as differences are found during the field investigation.

C. Public Relations

Public relation activities will be included to inform the public and industries in the study are of upcoming field work. The primary focus will be on smoke testing activities. Specific tasks will include:

1. Conduct one meeting with representatives of all industries in the Industrial Park (W-27). Informational letters will be developed and mailed out to each affected industry.

2. Provide door hangers for notification of residents during smoke testing activities.

3. Coordinate smoke testing activities with representatives of the Northwest Arkansas Mall and other commercial entities in the study area.

D. Flow Monitoring

Flow monitoring will be conducted at specific locations within the study area. It is anticipated that six (6) City-owned permanent metering stations in Illinois River Basins I1, I3, and I5 will be utilized during the study period. The

ENGINEER staff, in conjunction with CITY staff, will service the meters on a weekly basis for a period of 60 days. The ENGINEER will install one temporary flow meter on the 24-inch sewer on the east side of the Industrial Park Lift Station. The ENGINEER will also utilize the CITY's rain gauge network during the study and will install two to three temporary rain gauges to supplement the network.

1. Service the six (6) CITY's permanent flow meters and ENGINEER's temporary flow meter on a weekly basis for a period of 60 days. Obtain weekly manual depth and velocity profiles to verify the accuracy of the meters.

2. Service rain gauges on a weekly basis.

3. Analyze flow data from the existing metering station to determine the following:

   a. Average daily dry-weather flow and peaking factors.

   b. Peak infiltration rates if possible.

   c. Peak inflow rates for selected rainfall events and establish the relationship between peak inflow and rainfall (Q vs I) for each monitoring site.

E. Manhole Inspection

An above ground inspection will be completed for all manholes located in Illinois River Watershed Basins I1-I5, I18, and I19 that were inspected during the 1991 Study. The purpose of the inspection will be to determine if further deterioration has occurred since the initial study.

A comprehensive below ground inspection of selected manholes in Illinois River Watershed Basins I1-I5, I18, and I19 and all manholes located in Whiter River Mini System W27 will be performed. All subsurface components from the frame seal, walls, cleanout risers, and bench and trough are inspected. The rim to invert dimension for all connecting lines will be recorded. The data management computer model is used to process and analyze the inspection data. Flow rates for major I/I sources in each of the manholes inspected will be estimated. Specific work tasks include the following:

1. Perform inspection at manholes and cleanouts and record data on computerized data form. (A total of 1,215 above ground inspections and 200 below ground inspections are assumed in the cost proposal.)

2. Perform computerized analysis of I/I inspection data with quantification of observed defects.

It is anticipated in the cost proposal that the CITY will locate and expose all manholes in Mini System W27 prior to the ENGINEER initiating the manhole inspection activities.

F. Rainfall Simulation

This task will specifically identify sections of sewer lines and sources where excessive infiltration and inflow may be expected to occur during wet-weather periods, including locations of stormwater transfer into the sanitary sewer system. Work will include smoke testing and dyed water flooding using comprehensive testing techniques developed by ENGINEER for such studies. A dual blower intensified smoke technique will be utilized to test sewer lines in the selected study areas where possible. This enhanced method uses two smoke blowers for each test segment instead of the conventional technique of one blower, and includes partial plugging of the segment. The objective is to identify connections from typical sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program. It is anticipated that 100 percent of the sewer lines in both areas will be smoke tested.

Inflow sources will also be identified by means of dyed water flooding of storm sewer sections and suspected overflows, stream sections, ditch sections, and ponding areas that may be contributing to inflow. Some of the test areas are based on results of the ENGINEER'S smoke testing program. Positive dye tests are quantified for leakage rate. Field test data are input to the computerized data management system and analyzed.

Specific tasks to be included are the following:

1. Perform dual blower smoke testing with partial plugging on adjacent manholes, secure photographs of defects, and record results on computerized data form. 350,000 linear feet assumed for the cost proposal.

2. Perform computerized analysis of smoke testing data and select dyed water flooding locations.

3. Perform dyed water flooding at selected locations and record data on computerized data forms and perform computerized analysis of data. 50 locations are assumed in the cost proposal.

4. Perform computerized data analysis of smoke test and dyed water data with quantification of observed defects.

G. TV Inspection Coordination

A remote-controlled television camera will be placed in the sewer line to observe the leakage of water from simultaneous dyed water flooding of defects along the main sewer lines. This inspection will allow the proper identification of each defect and selection of the correct rehabilitation method. Cleaning and television inspection will be provided by a subcontractor to the ENGINEER. Heavy cleaning is not included in the cost proposal. Some cleaning and televising support may be provided by the City.

ENGINEER will provide coordination of the inspection and simultaneous dyed water flooding of the suspect defects.

H. Data Analysis and Report

This part of the project includes performing an engineering analysis of field survey data and developing recommendations for cost-effective I/I source repairs and maintenance repairs. A description of field investigations, engineering analysis, and recommended action to reduce I/I in the study area will be included in the report.

1. Compare monitored and source flows using flow monitoring results and computerized listing of quantified defect flows.

2. Balance monitored flows and source flows based on evaluation of identified source flow rates and unaccounted remaining flow per monitoring location.

3. Develop rehabilitation and improvement costs for various types of infiltration/inflow defect repairs and sewer improvements including, but not limited to:

   a. Main Replacement

   b. Point Repair

   c. Chemical Grouting of Joints

   d. Sliplining

   e. Inversion Lining

   f. Expansion Lining

   g. Manhole Rehabilitation

   h. Manhole Replacement

4. Perform analysis for recommended infiltration rehabilitation plan based on applicable rehabilitation method, material, and costs.

5. Perform analysis for recommended inflow rehabilitation and needed relief sewers (if any) to transport remaining wet-weather flow at one (1) design storm frequencies. Quantify all public and private I/I sources identified.

6. Develop recommendations for rehabilitation of both public and private I/I sources in priority order, cost estimates by individual rehabilitation type, and estimated I/I reduction as a result of the recommendations.

7. Prepare and submit two (2) copies of a brief draft report which includes results of the I/I investigations, findings, cost estimates, recommended plan to reduce I/I, and a preliminary schedule of implementation for sewer rehabilitation. The draft report will be presented and discussed with CITY staff. After comments are received, a final brief report will be prepared and submitted to the CITY. ENGINEER will provide three (3) copies of the final report.

OPTIONAL SERVICES

ENGINEER, at the direction of the CITY, may provide additional services to include the smoke testing of 4,000 linear feet of sewer in Basin I10 and 100 percent of the sewer system in Basin I11. Analysis of the smoke testing data is also included.

A. Basin I10 and I11 Smoke Testing

Smoke testing of all City owned sewers in the Basin I11 collection system and 4,000 linear feet in Basin I10 will be performed in accordance with Task F of this Exhibit A. A total of 37,000 linear feet of sewer is estimated.

The results of the smoke testing activities will be analyzed and incorporated into the project report. The analysis will include quantifying all defects identified during the smoke testing program and comparing the results of this testing to the results of the 1991 Study. Recommendations for any additional investigation or rehabilitation, if required, will be included.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in mid February 2001.

Major Tasks	Months from Notice to Proceed
Sewer System Study	12

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

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

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Illinois River Watershed Basins 1-5, 18, and 19
and White River Watershed Mini System 27
Sewer System Study

Task Description	Quantity	Unit Cost	Cost ($)
Sewer System Study			
A. Project Administration	1	$21,739.00/LS	21,739.00
B. Data Management/Mapping	1	$19,796/LS	19,796.00
C. Public Relations			
Part I	1	$4,720.00/LS	4,720.00
Part II	1	$2,774.00/LS	2,774.00
D. Flow Monitoring/Analysis	1	$28,770.00/LS	28,770.00
E. Manhole Inspection			
Part I -Above Ground	1,215	$61.72/EA	75,000.00
Part I – Below Ground	100	$74.12/EA	7,412.00
Part II – Below Ground	100	$77.91/EA	7,791.00
F. Rainfall Simulation			
Smoke Testing (Dual-Blower)			
Part I	320,000	$0.357/LF	114,240.00
Part II	30,000	$0.395/LF	11,850.00
Dyed Water Flooding			
Part I	40	$287.00/EA	11,480.00
Part II	10	$287.00/EA	2,870.00
G. TV Inspection Coordination			
Cleaning/TV Inspection			
Part I	32,000	$1.95/LF	62,400.00
Part II	3,000	$1.95/LF	5,850.00
Concurrent Dye Testing			
Part I	32,000	$1.30/LF	41,600.00
Part II	3,000	$1.30/LF	3,900.00
H. Data Analysis and Report (Part I & Part II)	1	$32,500/LS	32,500.00
Total Cost			454,692.00

Optional Services

Task Description	Quantity	Unit Cost	Cost ($)
Basin I11 Smoke Testing	37,000	0.357/LF	13,209.00
Basin I11 Data Analysis	1	$3,330.00/LS	3,330.00
Total Optional Services			16,539.00

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF February 20, 2000 **MAYOR'S APPROVAL**_____

FROM:

Jerry E. Rose	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED:

Authorizing the extension of the Engagement Agreement with Moss & Barnett to allow for further negotiation of a franchise agreement until said task is complete and approving an amount not to exceed $20,000 to cover expenses for legal services and travel expenses.

COST TO CITY:

-$20,000		
Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney E. R.	Date 30 Jan '01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:
Approval of Engagement Agreement extension and $20,000.

Division Head	Date	**CROSS REFERENCE**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Previous Ordinance/Resolution No.: _____
		Original Contract Date: _____

FAYETTEVILLE

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D.MCCARTY, ASST. CITY ATTORNEY

MENTAL CORRESPONDENCE

To: Dan Coody, Mayor
Fayetteville City Council

From: Jerry E. Rose, City Attorney

Date: January 29, 2001

Re: Moss & Barnett Contract - Cable T.V. Franchise

In March of 2000 the city entered into an engagement agreement with Moss and Barnett to represent the City of Fayetteville in our cable T.V. franchise renewal, to develop a telecommunications ordinance and to review and update our utility ordinances. The agreement was for a cost not to exceed $30,000. The costs are going to exceed that figure and I recommend adding an additional $20,000 to the agreement and extending it until completion of the cable T.V. franchise renewal.

The cost overruns have been in both the cable T.V. franchise renewal and in the development of the telecommunications ordinance. The telecommunications ordinance required much more lengthy and in-depth discussions with Southwestern Bell's attorney than originally contemplated and two trips to Fayetteville were necessary before its final passage. Similarly the discussions between the city and Cox Cable's legal staff has been made much more lengthy than anticipated especially with the discussion of the institutional network as part of the franchise. Mr. Grogan will need to make at least one trip to Fayetteville in order to bring the new city attorney and mayor fully up to date on the franchise negotiations.

For the reasons above I would recommend an extension of the engagement agreement for an additional $20,000.

/cbp
Attachment(s)

RESOLUTION NO. 41-00

MICROFILMED

A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH MOSS & BARNETT CONCERNING LEGAL REPRESENTATION DURING RENEWAL OF THE CITY'S CABLE TELEVISION FRANCHISE, DEVELOPMENT OF A TELECOMMUNICATIONS ORDINANCE, AND REVIEW AND UPDATE OF OTHER UTILITY ORDINANCES.

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

Section 1. That the City Council hereby approves an engagement agreement with Moss & Barnett concerning legal representation during renewal of the City's cable television franchise, development of a telecommunications ordinance, and review and update of other utility ordinances at a cost not to exceed $30,000. A copy of the engagement agreement is attached hereto marked Exhibit "A".

PASSED AND APPROVED this 21st day of March, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

xx AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of March 21, 2000

FROM:

Jerry Rose	City Attorney	General Government
Name	Division	Department

ACTION REQUIRED: Approval of an engagement agreement with Moss & Barnett concerning legal representation during renewal of the City's cable television franchise, development of a telecommunications ordinance, and review and update other utility ordinances.

COST TO CITY:

$30,000.00	48,516.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-0210-5314-01	2,905.00	City Attorney
Account Number	Funds Used To Date	Program Name
	45,611.00	General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	3-21-00 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approve engagement agreement.

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

ENGAGEMENT AGREEMENT

This Engagement Agreement sets forth the agreement between the City of Fayetteville, Arkansas, a Municipal Corporation ("City"), and Moss & Barnett, A Professional Association ("Moss & Barnett"), concerning legal representation regarding renewal of the City's cable television franchise, development of a telecommunications ordinance, and reviewing and updating existing utility ordinances. Defense of any legal challenges brought by any person challenging said ordinances are not contemplated as part of the fees estimated below.

1. Moss & Barnett's fees and costs to be charged to the City shall not exceed One Hundred and Ninety-five Dollars ($195) per hour with total fees and costs estimated not to exceed Thirty Thousand and no/100 Dollars ($30,000). However, Moss & Barnett and the City acknowledge that neither can control the actions of Cox Communications ("Cox"), the City's cable television operator, nor other telecommunications providers, utilities, or right-of-way users which may be impacted by ordinances prepared during the scope of Moss & Barnett's representation. Moss & Barnett will use its best effort to ensure all tasks assigned by the City are completed within the above-referenced fee estimate. However, the City acknowledges that the actions of other persons impacted by ordinances prepared by Moss & Barnett or involved in negotiating with the City may serve to delay the process and/or increase fees and costs beyond the estimated fees which may then require an additional budget allocation by the City.

2. Moss & Barnett will represent the City with Brian Grogan as the primary attorney responsible for all services. While other professional in this office may perform services on the City's behalf in connection with the services referenced above. It is understood and agreed that Brian Grogan will not be removed or replaced as the primary and responsible attorneys for all services without the prior consent of the City. Moss & Barnett will use its best judgment to determine the most economical use of its attorneys and staff personnel.

3. The City will receive an itemized statement of account from Moss & Barnett on a monthly basis. This statement will summarize the services rendered and the costs and expenses incurred on the City's behalf. Bills are based upon hourly rates presently ranging from Seventy-five Dollars ($75) to One Hundred and Ninety-five Dollars ($195) per hour for legal assistant, law clerk and attorney time. While the City will be billed at the rate of One Hundred and Ninety-five Dollars ($195) per hour for the services of Brian T. Grogan, time spent by other lawyers, law clerks, and legal assistants in the firm of Moss & Barnett will be billed at the regular hourly rates of such employees. Moss & Barnett reserves the right to increase the hourly rates of any attorneys and staff. Such increases will, however, not be implemented without the prior approval of the City. Time is billed by the one-tenth(1/10th) of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City's behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from the office.

4. The City will reimburse Moss & Barnett for all reasonable and necessary costs and expenses that we incur on the City's behalf. These costs and expenses included charges for photocoying, long-distance telephone calls, delivery and messenger services, telecopying, WESTLAW, travel, food and lodging.

5. The periodic statement of account that the City with receive from Moss & Barnett will include a brief description of activity on the matter. We do not itemize all specific services rendered on a particular date. The City will contact Moss & Barnett in writing within thirty (30) days of receipt of its statement if the City has a question regarding any charges on its statement. If Moss & Barnett does not hear from the City it will assume that there are no questions or problems.

6. All balances on the City's account are due thirty (30) days after the date of the statement.

7. Moss & Barnett assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact person whom Moss & Barnett will contact and who will regularly review, discuss, and meet with Moss& Barnett regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with City personnel to facilitate the performance of services by Moss & Barnett and to ensure that all information and issues required for review by the City are made available to Moss & Barnett.

8. This Agreement may be terminated for any reason by either the City or Moss & Barnett upon giving thirty(30) days written notice to the other. If such notice is given to Moss & Barnett, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to Moss & Barnett. Otherwise, there shall be no further liability to the City.

9. This Agreement contains all of the terms of the services and financial arrangement between the City and Moss & Barnett and can only be modified by a written document signed by both parties.

MOSS & BARNETT
A Professional Association

Dated: _____

By:_____
Brian T. Grogan

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

Dated:_____

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

DRAFT

2-12-01

ORDINANCE NO.____

AN ORDINANCE GRANTING AUTHORITY TO THE FAYETTEVILLE CIVIL SERVICE COMMISSION TO APPOINT AND REMOVE THE POLICE CHIEF AND FIRE CHIEF; AND FOR OTHER PURPOSES.

WHEREAS, under A.C.A. §14-42-110(2), a City of the first class is authorized to delegate the authority to appoint and remove the heads of the Police and Fire Departments to the City's Civil Service Commission; and,

WHEREAS, the City Council for the City of Fayetteville, Arkansas, finds that it is in the City's best interest to have the authority to appoint and remove the Police Chief and Fire Chief with the Fayetteville Civil Service Commission.

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

Section 1. The City of Fayetteville delegates the authority to appoint the Police Chief and Fire Chief of the City of Fayetteville, Arkansas, to the Fayetteville Civil Service Commission. When appointing the Police Chief or Fire Chief, the Fayetteville Civil Service Commission shall appoint the person standing the highest on the civil service examination for the appointment to the position of Chief, at a salary as set by the Council approved city pay plan.

Section 2. After the appointment is complete, the Mayor may still suspend the Chief without pay for a period not to exceed 30 days, or take any other disciplinary action except for termination, as allowed by the City's Personnel Policy. If the Mayor believes that the Chief should be discharged, he shall address the reasons he believes the Chief should be discharged or reduced in rank to the Fayetteville Civil Service Commission. The Chief shall have the normal rights of appeal provided by law for disciplinary action against him/her. However no Police Chief or Fire Chief who has not previously held a position within the same department may be reduced in rank to another civil service position.

PASSED AND APPROVED this ____ day of_____, 2001.

APPROVED:

By:_____
Charles Daniel Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

DRAFT
2-12-01
fm

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING CRITERIA, RULES AND REGULATIONS FOR APPOINTMENT TO CITY BOARDS AND COMMISSIONS.

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

Section 1. The following criteria should be considered when making appointments:

1. Expertise and experience in the subject matter.

2. Interest in the subject matter.

3. Balance of appointive body.

4. Residence within the corporate limits of Fayetteville.

5. Individual's ability to attend meetings of the appointive body.

6. Willingness to serve.

7. Specific criteria as established in the ordinance or resolution establishing such board or commission.

Section 2. The following rules and regulations shall apply to citizen appointments to boards and commissions:

1. Any person who has served two consecutive terms on any citizen commission or board is not eligible for reappointment to the same group until one term of office has expired, unless there are an insufficient number of qualified applicants to fill all vacancies.

2. The weight given to the various criteria set forth in Section 1. above shall be determined for each board or committee appointment.

3. Moving from residence within the corporate limits of Fayetteville shall constitute resignation of committee membership.

4. Absence from three consecutive meetings is considered a basis for termination of membership on a city board or committee.

Section 3. Any committee or board member currently serving that does not reside in the corporate city limits of Fayetteville may continue serving until their current term expires.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By:_____
Charles Daniel Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

Arkansas Democrat Gazette

MONDAY, FEBRUARY 19, 2001

CITY OF FAYETTEVILLE

City Administration Building, Room 219
113 West Mountain Fayetteville Arkansas

FINAL AGENDA, CITY COUNCIL

FEBRUARY 20, 2001

A meeting of the Fayetteville City Council will be held on February 20, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES: Approval of the minutes from the January 2, 2001 and February 6, 2001 City Council Meetings.
2. SW BELL: A resolution approving an easement consisting of 400 sq. ft. for Southwestern Bell to install additional fiber optic equipment. The easement will be adjacent to an existing SW Bell easement which was granted in 1995 for a sum of $500. This new easement will have a one time fee of $1,000.
3. PARK RENOVATION: A resolution approving a contract with McClelland Consulting Engineers, Inc. for the design and construction supervision of the renovation of Wilson and Walker Park tennis and basketball courts.
4. TCA CABLE: A resolution approving an extension with TCA Cable Partners to temporarily operate the cable communications system until April 30, 2001.
5. OLD MISSOURI ROAD: A resolution approving an engineering services contract in the not-to-exceed amount of $256,420 with Garver Engineers for the design and construction administration for improvements to Old Missouri Road from intersection with Rolling Hills north to the Mud Creek Bridge.
6. ADDITIONAL PERSONNEL: A resolution authorizing additional personnel for the Engineering Division and the City Clerk/Treasurer Division.
7. BLOCK GRANT: A resolution approving a budget adjustment to accept the 2000 Local Law Enforcement Block Grant.
8. AD 00-47: A resolution amending the City's Master Street Plan by removing the current line on the map that indicates the Eastern Bypass and show a corridor that is the same as the Northwest Arkansas Regional Planning Commission's 2025 Transportation Plan and the Northwest Arkansas Regional Transportation's Major Investment Study.

B. OLD BUSINESS

C. NEW BUSINESS

1. PARK AND RECREATION BOARD: An ordinance approving an amendment to the Code of Fayetteville Section 33.018 requiring the Parks and Recreation Advisory Board to be composed of eight members appointed by the City Council.
2. TROLLEY BUS: An ordinance waiving the requirements of formal competitive bidding and approving the purchase of used diesel powered passenger vehicles to be utilized by the Fayetteville Trolley Program.
3. RZ 98-22: An ordinance approving an amendment to the Bill of Assurance to provide for use of a metal fence on that property described in RZ 98-22, approved in Ordinance #4175 and amended in Ordinance #4184, submitted by Richard Osborne on behalf of Littlefield Investment Company.
4. VA 01-1: An ordinance approving vacation reques: VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.05 acres. The request is to vacate the street right-of-way (Haddon Avenue).
5. AD 00-45: An ordinance approving Administrative Request, AD 00-45, as submitted by Laura Kelly on behalf of the Fayetteville Sidewalk and Trail Committee for Bike Parking Ordinance.
6. AD 00-49: An ordinance amending the Unified Development Ordinance to exclude right-of-way dedications for freeways and expressways as required by the Master Street Plan.
7. SANITARY SEWER REHAB: A resolution approving a construction contract with T-G Excavating Contractors, Inc. for sanitary sewer rehabilitation, Illinois Basin 6, 9, 12, and 16, in the amount of $1,100,000 and approve a 5% contingency of $55,000.
8. SANITARY SEWER EVALUATION STUDY: A resolution approving an engineering contract with RJN Group, Inc. for a sanitary sewer evaluation study for Illinois River Basin 1-5, 18, 19 and White River minisystem 27 (Industrial Park), in the amount of $471,231, and approval of a 5% contingency in the amount of $23,562.
9. MOSS AND BARNETT: A resolution authorizing the extension of the engagement agreement with Moss and Barnett to allow for further negotiation of a franchise agreement until said task is complete and approving an amount not to exceed $20,000 to cover expenses for legal services and travel expenses.
10. CIVIL SERVICE: An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes.
11. CITY BOARDS AND COMMISSIONS: A resolution establishing criteria, rules and regulations for appointment to the city board and commissions.
12. JERRY ROSE: Farewell address.