AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
OCTOBER 6, 1998

A meeting of the Fayetteville City Council will be held on October 6, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from September 15, 1998, meeting.

B. **GRASS MAINTENANCE:** A resolution approving the maintenance of the proposed buffer strip located between the back of curb and edge of sidewalk along Highway 16 West between Meadowlands Drive and U. S. Highway 71.

C. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until September 30, 2000.

D. **BID 98-53:** A resolution approving Bid 98-53 for the purchase of 20 various light and medium duty pick-up trucks and utility vehicles from Ron Blackwell Ford.

E. **OFF-STREET PARKING:** A resolution appointing Bobby Lee Odom to the Off-Street Parking Development District No.1 Commission.

F. **REAL & PERSONAL TAX RATES:** REMOVED FROM CONSENT AGENDA. Item has been moved to New Business, Item C.

G. **AIRPORT SEWER LIFT STATION:** A resolution approving Amendment No. 3 to the construction contract with Goodwin & Goodwin, Inc. in the amount of $700.00 for the addition of a manhole.

H. **INTERSECTION IMPROVEMENTS:** A resolution approving the reappropriation of $14,091.80 in surplus funds from the Engineering contract to the Construction contract for intersection improvements at Township and North College, and the approval of Change Order No. 2 to the construction contract.

I. **WATER IMPROVEMENTS:** A resolution approving a contract (Section 1) with Basic Construction in the amount of $891,212.00 with a contingency of $100,000.00 and approval of a budget adjustment in the amount of $350,000 for waterlines.

J. **WATER IMPROVEMENTS:** A resolution approving a contract with J & L Construction in the amount of $368,500.00 with a contingency of $40,000.00 for a booster pump station.

II. OLD BUSINESS

A. **COST SHARE FOR STREET EXTENSION:** A resolution approving a 50/50 cost share for the actual construction costs to provide a 28 foot local street connecting Barrington Parke Phase II to the existing stub-out on Madison Drive in the Madison Subdivision, dedicating city property as city street right-of-way for the street extension project.

III. NEW BUSINESS

A. **WATER BOOSTER STATION:** A resolution authorizing the City Attorney to seek court authorized possession of 0.473 acres of land owned by Ruth A. Morris for the purpose of constructing a water booster station thereon.

B. **PLANNING COMMISSION APPEAL:** A resolution appealing the Planning Commission's denial of a preliminary plat for CMN Business Park, Phase I.

C. **REAL AND PERSONAL PROPERTY TAX RATES:** A resolution adopting real and personal property tax rates for 1998 for the Police and Fire Pension funds. The rate to be adopted is 0.5 mils for both real and personal property. There is no millage proposed for general government operations.

D. **PRE-EXISTING NONCONFORMING SIGNS:** An ordinance amending Section 161.21, Design Overlay District, of the Code of Fayetteville, to add Subsection D.5.f., Pre-existing Nonconforming Signs, to provide for the removal of pre-existing nonconforming signs within a period of five years; and to amend Section 161.21 to add Subsection 5 to exclude signage as an exemption.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

OCTOBER 6, 1998

	~~Consent~~	ROLL			
TRUMBO		✓			
PETTUS		✓			
MILLER		✓			
WILLIAMS		✓			
SCHAPER		✓			
DANIEL		✓			
YOUNG		✓			
MAYOR HANNA		✓			
	HD KW. CONSENT				
TRUMBO	✓				
PETTUS	A				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	A				
MAYOR HANNA			Booster Station		
	5-0-2 KW HD. Cost SHARE	Booster KW 2ND DP.	3RD TT. KW	approval.	
TRUMBO	✓	✓	✓	✓	
PETTUS	✓	✓	✓	✓	
MILLER	✓	✓	✓	✓	
WILLIAMS	✓	✓	✓	✓	
SCHAPER	✓	✓	✓	✓	
DANIEL	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
MAYOR HANNA					
	7-0.	7-0	7-0.	7-0.	

Booster Station

	Booster Station				
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
MAYOR HANNA					
	# to be approved. DP P.C. Appeal	KW/DP Amend. 96' vinyl space 75%	amend to include stuff out.	DP to approved #	
TRUMBO	✓	✓	✓	✓	
PETTUS	✓	✓	✓	✓	
MILLER	✓	✓	✓	✓	
WILLIAMS	✓	✓	✓	✓	
SCHAPER	✓	✓	✓	N	
DANIEL	✓	✓	✓	✓	
YOUNG	✓	✓	✓	N	
MAYOR HANNA					
	ES 4 2ND R&P tax	US.		5-2-0.	
TRUMBO	✓				
PETTUS	N				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
MAYOR HANNA					
	6-1.				

Veto mayor.

left in Second

	PRE-EXISTING NON-CONFORMING SIGNS				
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
MAYOR HANNA					
TRUMBO					
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MILLER					
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YOUNG					
MAYOR HANNA					
TRUMBO					
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WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
MAYOR HANNA					

left 1st reading

FINAL AGENDA INFORMATION
FOR
OCTOBER 6, 1998

AGENDA SESSION:

NEW ITEMS:

- Cost Share For Street Extension
  Number this II. A. 1-13

- Pre-existing Non Conforming Signs
  Number this III. D. 1-2

ADDITIONAL INFORMATION:

- Water Improvements
  Items I. I & J
  Number this 13-27

- Planning Commission Appeal
  Item III-B.
  Number this 19-48

ATTACHED HERE:

NEW ITEMS:

- Minutes from September 15, 1998
  City Council Meeting

ADDITIONAL INFORMATION:

- Booster Station
  Item III-A.
  Number this 72-77

- Planning Commission Appeal
  Item III-B.
  Number this 45-58

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, September 15, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: **Mayor Fred Hanna, Alderman Young, Alderman Trumbo, Alderman Pettus, Alderman Miller, Alderman Williams, Alderman Daniel, City Attorney Jerry Rose, City Clerk/Treasurer Heather Woodruff, Staff, Press, and Audience.**

ABSENT: **Alderman Schaper**

NOMINATING COMMITTEE REPORT: **Alderman Daniel made a motion to appoint the following:**

Environmental Concerns Committee: Tim McDonald and Bruce Manchon
Library Board: Marty Goff and Lorraine Brewer
Tree and Landscape Committee: Beverly Melton

Alderman Young seconded the motion. Upon roll call the motion carried with a vote of 6-0-0.

CONSENT AGENDA

MINUTES: Approval of minutes from September 1 and September 8, 1998 meetings.

FIRE STATION: A resolution approving a contract change order with Wittenberg, Delony and Davidson, Inc. in the amount of $37,561.13 for additional fees for Fire Station #6 (Hollywood) and Fire Station #4 (Plainview). The additional fees reflect the increase in estimated cost for the prototype fire station.

BID 98-65: A resolution awarding Bid 98-65 to Harrison Davis Construction Company for the construction of Fire Station #6 located at 900 Hollywood St. and the approval of a contingency and a budget adjustment.

OFF-LOADING FACILITY: A resolution approving the lowest qualified bidder for the construction of an off-loading facility for the Solid Waste Division and approval of a budget adjustment.

AIRPORT HANGER: A resolution approving a contract with Garver & Garver Engineers in the amount to $26,300.40 to administer and oversee the construction of an eight-bay T-hanger for the airport.

Alderman Miller moved to approve the Consent Agenda. Alderman Pettus second the motion. Upon roll call the motion carried with a vote of 6-0-0.

SEPTEMBER 15, 1998

OLD BUSINESS

TOWN CENTER BOND ISSUANCE: Mayor Hanna introduced an ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance cost. The item was tabled at the April 21, 1998 meeting after its second reading.

Alderman Miller made a motion to take the ordinance off the table. Alderman Williams seconded the motion. Upon roll call the motion carried 6-0-0.

City Attorney Rose read an amendment to the ordinance.

Alderman Williams made a motion to amend the ordinance. Alderman Miller seconded the motion. Upon roll call the motion carried 6-0-0.

City Attorney Rose read the ordinance as amended.

Mayor Hanna asked for comments.

Mr. Ben Mayes, City Administrative Services Director, stated the A & P Commission had approved the revised lease agreement. He stated that the A & P commission had passed a resolution recommending that the Council issue the bonds.

Alderman Pettus asked the Bond Council to address the bond funds which she had okayed in a letter to them. She asked if given a broader definition of what might be spent, would their answer still be the same.

Ms. Ann Parker, spokeswoman for the Bond Council, stated it was her opinion that the letter was correct.

Alderman Pettus stated the voters had been led to believe that only A&P funds would be used for the town center. She believed it would cost more. She wondered if this would be misleading to the voters.

Ms. Parker stated any change would be very fact specific. She thought it was impossible for her to answer broadly Alderman Pettus' question.

Alderman Young stated the people of Fayetteville voted for these bonds. He felt it was his duty to protect their interest. He asked Ms. Parker if the proposed town center met the requirement listed on

the ballot.

Ms. Parker replied she was not the proper person to be answering questions because she stated she had not been attending meetings and had not seen drawings of this project. Since she did not live here locally and was not privy to all discussions, Alderman Young needed to ask others who were involved. She did not have the knowledge.

Mayor Hanna asked City Attorney Rose what his opinion of the ballot title was and if it reflected what the City Council and the A & P Commission were proposing.

City Attorney Rose assumed they were building what the ballot title stated. He could go back and read the ballot title again, if necessary. He stated in his mind it matched up with those words, and he would be pleased to defend it in court. He read the ballot title bond money was being used for the construction of a Fayetteville Town Center, as a new multipurpose Civic Center to be used for meetings, conventions, exhibitions, entertainment events, related uses and parking.

City Attorney Rose in response to questions from Alderman Trumbo, stated it was his understanding of the law that the ballot and the ballot title are the controlling factors one must look to in a court of law as to what was being built and what was being done. He stated he had never seen any reference with any case law in which advertising or sales potpourri was a part of a promise made on a ballot. He felt it was encumberment upon the Council to be sure this project matched what those documents said. City Attorney Rose asked Ms. Parker if he had stated that correctly.

Ms. Parker replied he had said it exactly right and agreed with him.

Alderman Trumbo stated the cash flow from the HMR tax could only support $6,950,000 worth of the project.

Alderman Pettus expressed concern on this issue. She asked if the cost of the Center exceeded the HMR Tax, would the City be asked to contribute the rest of the funds to finish this project and if so, did it match the ballot title.

Mr. Mayes stated the City could not spend additional money on the Town Center without the approval of the Council. He explained, in the worst case scenario, if a construction bid came in at $15 million instead of $7 million, the City and the A & P would go back and decide what to do.

Alderman Pettus asked what would happen to the bonds if the town center could not be built..

Mr. Mayes replied the bonds would have to be paid off or retired. There was a call provision in the Bonds that if the proceeds are not used for its intended purpose that they are used to retire the Bonds.

He felt the estimates were very accurate and conservative. He added the state would allow negotiation with the lower builder, if the estimates were within 20 %.

Alderman Trumbo asked if the town center could not be built how much money would be lost.

Mr. Mayes said there were issuage costs on the bonds in the amount $110,000. Approximately $62,000 to the underwriters of the bonds and $20,000 to $30,000 to the Underwriters Council and the Bond Council.

Alderman Trumbo asked if this was City money or A & P money.

Mr. Mayes replied A & P money. This would be out of the million dollars the A & P put up to finance the Center.

Alderman Pettus expressed concern over Mr. Mayes statement about the Council voting to spend more money on the center instead of the people voting.

Mayor Hanna explained that the Council had received an estimate from the architect of $5 million to $8.5 million to construct this project. When added with the million dollars from the A & P there was $7,950,000. If the project did not bid in this range, they could negotiate the low bidder. If there is no way to get within the budget and extra money was needed, a decision will have to be made to pursue or call off the project.

Alderman Williams stated the City needed the bonds to legitimately ask for bids on the Town Center.

Alderman Trumbo commented he was personally satisfied with the work everyone had done on the project.

Mayor Hanna stated the need to authorize issuage of the bonds. He commented the public had been kept well informed with this project through public meetings.

Alderman Miller commented on how many people actually voted.

Mayor Hanna asked for public comment.

Mr. Jeff Erf, an area resident, asked if the final drawing of the facility was completed.

Mayor Hanna replied there had been a meeting and the drawings were published in the newspaper.

Mr. Erf stated there was some confusion on whether or not there was going to be a tower. He asked

if there was going to be a small community room and will there be 230 parking spaces.

Alderman Young replied it was dependent upon the money.

Mr. Mayes explained the Council has instructed the architect to design a parking deck that contained approximately 230 parking spaces.

Mayor Hanna stated the ordinance was on its third and final reading and final reading. Mayor Hanna called for the roll. Upon roll call the ordinance passed with a vote of 5-1-0 with Alderman Pettus voting nay.

ORDINANCE 4121 AS RECORDED IN THE CITY CLERK'S OFFICE

NEW BUSINESS

SEWER REHABILITATION: Mayor Hanna introduced a resolution approving the construction contract for sewer rehabilitation with Building and Utility Contractors in the amount of $1,127,809 and a contingency of $56,390.

Mayor Hanna asked for comments.

Alderman Miller stated the town was growing and it was the right thing to do. He explained the less the system leaked the less water had to be treated.

After much discussion, Alderman Daniel made a motion to approve the resolution. Alderman Young seconded the motion. Upon roll call the resolution passed with a vote of 6-0-0.

RESOLUTION 125-98 AS RECORDED IN THE CITY CLERK'S OFFICE

COST SHARE: Mayor Hanna introduced a resolution approving a "50/50" cost-share with Ben Caston of Caston Construction for the construction of a 28 foot local street as recommended by the Planning Commission for the Barrington Parke Subdivision Phase II.

Ms. Alett Little, Planning director, explained the Planning Commission had given the developer an option to either extend the street to Fox Hunter or to extend the street to Hartford.

Alderman Young asked the distance between the property line & Madison Drive.

Mr. Charles Venable replied 557 feet.

Mr. Mel Milholland, Milholland Engineering, explained the proposed connections.

Alderman Trumbo asked how many houses were proposed in the new addition and how many houses were in Phase I.

Mr. Milholland replied 49 houses were in the current addition and 87 houses were proposed.

In response to questions from Alderman Trumbo, Ms. Little stated the Planning Commission had left the developer with an option to either connect to Madison Avenue or extend to East Fox Hunter Road.

Alderman Daniel asked how this cost share would save the city money.

Ms. Little explained the Planning Commission had required Madison Avenue Subdivision to stub out. They required the Barrington Parke to stub out. There was now a way to connect the two. If the City did not gain half of the cost of that road from this developer, then the City would be responsible for 100% of the cost of the street when it was constructed..

Mayor Hanna stated the City could sell the property. Then the new owners of the property would have to develop the street.

Alderman Williams suggested the Fayetteville City Street Committee needed to review this issue.

Alderman Trumbo commented on the condition of the existing roads and preferred one entry to a subdivision. He noted there were many subdivisions with only one entry.

Alderman Miller stated several members of the Council felt that one way in and out was a mistake. He asked if there was another entrance from Fox Hunter Road.

Mr. Venable explained there was another entrance from Highway 45 but it was not a very good entrance.

Mr. Milholland presented the plat which had been approved in March of 1994.

Mayor Hanna agreed with Alderman Williams' suggestion to let the Street Committee review this issue.

Alderman Young asked if there was a right-of-way at the southwest area and if it would be on the final plat.

Mr. Milholland replied yes.

Alderman Young stated the question before the Council or the Street Committee would be whether

to build a street. He asked Ms. Little if the Street Committee and the Council decided not to do this cost share, would there still be a right of way or stub out towards Madison.

Ms. Little replied yes there would.

Alderman Pettus questioned how much property the City owned on this location and how did the City acquire this land. She also asked why the City would want to sell it.

Mayor Hanna replied seven acres. The City's water line runs through the property.

Alderman Miller stated that if the City built the road, the property value would go up.

Alderman Miller stated the project needed to be sent to the Street Committee.

Alderman Williams asked if they could just refer it to the Street Committee.

Alderman Miller made the motion to refer the item to the Street Committee for review. Alderman Daniel seconded the motion. Upon roll call the motion carried 6-0-0.

Mr. Milholland introduced Mr. Ben Caston.

Mr. Caston, the developer, stated the issue needed to be resolved as soon as possible.

Alderman Williams replied the Street Committee was scheduled to meet Thursday at 5:00 p.m. in room 111, of the City Administration Building, and stated that maybe the tour could be scheduled for the following week.

Mr. Caston asked if the process could be sped up any because winter was going to be here soon.

Mayor Hanna replied the issue could probably be resolved at the next City Council Meeting and asked when this went through the Planning Commission.

Ms. Little stated the issue went through the normal process and was approved by the Planning Commission on August 24, 1998. She added any plat was automatically void after a year and had to start the process over. Mr. Caston had approval to build the subdivision, but his year had elapsed and he had to start over.

Mr. Milholland asked if it was possible to have Council approve the stub out so they could go forward and the developer could put up a bond for his half of the road.

Mayor Hanna stated what Mr. Milholland was saying was for the Council to make a motion to accept the 50/50 Cost Share, if the Street Committee approved the street.

Alderman Williams asked if the plat showed two stub outs. He asked City Attorney Rose if they need a motion to incorporate the suggestion.

City Attorney Rose replied yes, they needed a motion. He asked if he understood the concept correctly that it was a motion to refer to the Street Committee the idea of having the Madison Street extension as a 50/50 split. Secondly, the Council has required the developer to put up a bond in the amount of 50% if the decision is to go forward with that extension. That bond would be refunded if the decision was not to go forward.

Alderman Trumbo and Daniel replied yes.

Ms. Little explained the decision that was called for was where the additional outlet was going to be. The Planning Commission decided the developer could only use Fox Hunter or Madison connections.

Alderman Young stated he would vote for the Madison connection. He commented the only question was if the City wanted to spend money to connect at this time.

Alderman Williams asked if the City did vote not to spend money plus was the plats approved invalid.

Alderman Young replied no.

Ms. Little explained if the City decided not to help build the street, the developer had to decide whether he was going to extend out to Fox Hunter or pay 100% of the cost of the street extension with the City's approval of the use of City land.

Mr. Milholland stated the developer was given the choice to pay 50% of the cost of the road. The reason they negotiated this was to keep his cost equal to the bond. The Planning Commission felt this was a better alternative. The reason the Planning Commission did the 50% was because the developer's cost was going to be more to extend to Madison than to Fox Hunter.

Mr. Milholland stated this delay would cause a six to eight month delay in developing this property. This was an inconvenience to the citizens of Fayetteville that were buying and building houses in this project.

Alderman Pettus made a motion to accept Mr. Caston's bond and to accept the wording to the motion as stated earlier by City Attorney Rose. Alderman Trumbo seconded the motion.

Ms. Little read the minutes from the Planning Commission regarding this issue. She stated Planning Commission was not asking for the Council to approve the bond and not give permission to build to Madison.

Alderman Trumbo stated the Council could overrule the Planning Commission and he wanted to move forward.

Mayor Hanna stated there was a motion to accept the bond and let the Street Committee decide to accept the cost share.

In response to questions, Ms. Little stated there was a procedure to file an appeal from a P.C. decision She said this was not an appeal.

Alderman Pettus asked since there is a time limit on when you could appeal, what does the developer do after the time as elapsed.

Ms. Little stated the developer could go back to the Planning Commission and ask for reconsideration of the conditions given to them from the Street Committee. They have fifteen days to appeal.

Alderman Pettus asked Mr. Milholland if they would go through the appeal process or would they just build to Fox Hunter.

Mr. Milholland stated he thought they would stub out to Fox Hunter.

After further discussion, upon roll call the motion was passed with a vote of 6-0-0.

PRIVATE CONCERNS: Mayor Hanna introduced a resolution prohibiting the City from inquiring into private concerns of its employees and prospective employees regarding non-job-related activities and private beliefs.

Alderman Williams stated he introduced and read the resolution. He hoped this resolution would resolve some of the questions and concerns people had about the City delving into the private lives of its employees.

Alderman Miller addressed a newspaper article that was published in a local newspaper concerning his statement made to the press on this issue.

Alderman Williams made a motion to accept the resolution. The motion died from a lack of a second.

ADJOURNMENTS AND COMMENTS

Alderman Miller stated there was a Trails Committee meeting tomorrow night. There would not be an Environmental concerns meeting this month.

The meeting adjourned at 8:20 P.M.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Booster Station
III.A. 72

DEPARTMENTAL CORRESPONDENCE

September 30, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Donald R. Bunn, City Engineer

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Ruth Morris Property Acquisition

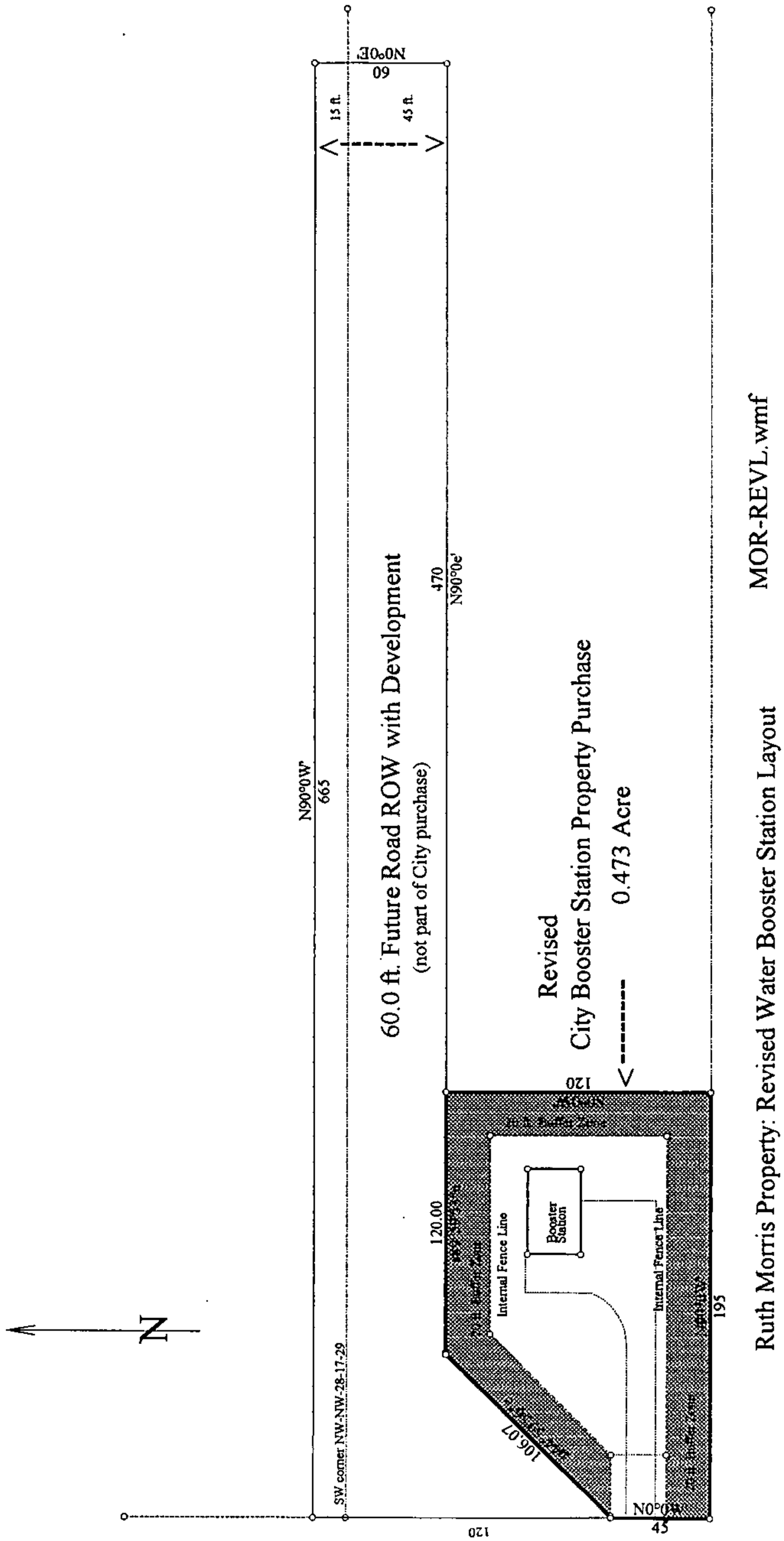
Subsequent to our memo of September 22, 1998, it was discovered that the reduced acreage for the subject proposed acquisition should have been 0.473 acres instead of 0.437 acres as stated in that memo. Our letter of September 3, 1998 to David B. Horne also contained the incorrect acreage, thus, we have sent a correction to that letter. The adjusted offer for this parcel is as follows:

0.473 acre @ $20,000/ac	=	$ 9,500
Severance Damages to Remainder		
44.527 acres @ $500.00/ac =		$ 22,300
Total Compensation		$ 31,800

Please provide a copy of this memo, with your approval, to the City Clerk for inclusion with the materials for the City Council meeting of October 6, 1998.

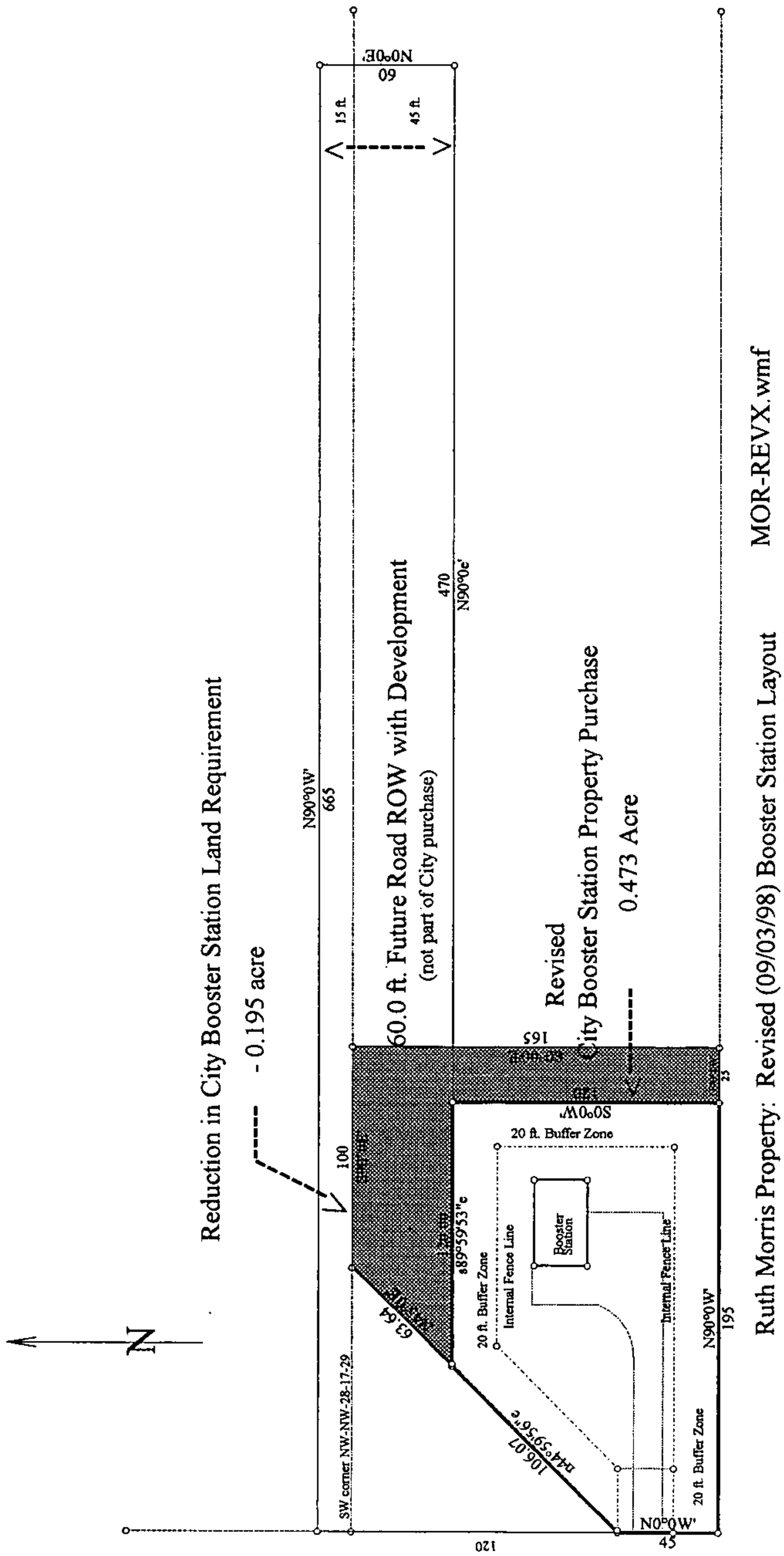
We have been advised by Mr. Horne that they are getting another appraisal of this acquisition, which they expect to receive within the next two weeks. The city will evaluate their appraisal upon receipt.

Booster Station
III.A.73



Ruth Morris Property: Revised Water Booster Station Layout

MOR-REVL.wmf



Ruth Morris Property: Revised (09/03/98) Booster Station Layout

MOR-REVX.wmf

CITY BOOSTER STATION

GULLEY ROAD

Property Description

Property owned by: Ruth A. Morris

Part of Parcel No. 001-15483-000

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Twenty-nine (29) West of the fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point 120 feet South of the Northwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 28; thence continuing South along the West line of said Section 28 a distance of 45 feet; thence East 195 feet; thence North 120 feet; thence West 120 feet; thence South 45° 00′ 00" West 106.07 feet to the Point of Beginning, containing 0.473 acre, more or less, and being subject to easements and rights of way of record. This description is considered subject to change pending a boundary survey of said land.

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

Booster Station
III.A.76

DEPARTMENTAL CORRESPONDENCE

September 22, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Donald R. Bunn, City Engineer

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Property Condemnation

Since our memorandum of July 29, 1998 on the subject, certain discussions have transpired between the city and property owner, Ms. Ruth Morris and her attorney, David Horne, with regard to trying to reach a settlement on the acquisition of this property for the installation of a booster station facility. While some small progress has been made, there still remains a large difference between the parties. This project is ready to go to bid and any further delay will put the project in the middle of winter/spring.

Over the past two months, Ms. Morris has had a number of meetings with her attorney as well as members of the City staff on the subject. Whereas she has reluctantly concluded that the facility will be located on this property, she has placed a price of $150,000 as severance damages on the remainder versus the $22,000 offered by the city. The attached letter, dated August 28, 1998, from Mr. Horne outlines some proposals of Ms. Morris. The city made some changes and modifications as presented in our letter dated September 3, 1998.

Primary among the changes was a reduction in the size of the parcel to be acquired, going from 0.67 acre to 0.437 acre. This reduction is shown pictorially in the attached diagrams. The reduction in the amount of land required resulted in the elimination of general utility easements around the perimeter of the proposed facility. The reduction further reduced the amount of screening/buffer to a bare minimum. The city further increased the value of land from $13,000 per acre to $20,000 per acre, however, the overall compensation was not altered from our previous offer due to the reduction in land to be acquired.

At this point in time, we have not heard from Ms. Morris nor Mr. Horne. As these discussions have lasted for about 10 months now and the project is ready to go, it is imperative that the City get possession of the land as soon as feasible and let the courts determine the value of such acquisition. It is herein recommended that condemnation on this property be modified from the 0.67 acre tract to the 0.44 acre tract. Attached is a description for the latter tract.

TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
OCTOBER 6, 1998

A meeting of the Fayetteville City Council will be held on October 6, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from September 15, 1998, meeting.

B. **GRASS MAINTENANCE:** A resolution approving the maintenance of the proposed buffer strip located between the back of curb and edge of sidewalk along Highway 16 West between Meadowlands Drive and U. S. Highway 71.

C. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until September 30, 2000.

D. **BID 98-53:** A resolution approving Bid 98-53 for the purchase of 20 various light and medium duty pick-up trucks and utility vehicles from Ron Blackwell Ford.

E. **OFF-STREET PARKING:** A resolution appointing Bobby Lee Odom to the Off-Street Parking Development District No.1 Commission.

F. **REAL & PERSONAL TAX RATES:** A resolution adopting real and personal property tax rates for 1998 for the Police and Fire Pension funds. The rate to be adopted is 0.5 mils for both real and personal property. There is no millage proposed for general government operations.

G. **AIRPORT SEWER LIFT STATION:** A resolution approving Amendment #3 to the construction contract with Goodwin & Goodwin, Inc. in the amount of $700.00 for the addition of a manhole.

H. **INTERSECTION IMPROVEMENTS:** A resolution approving the reappropriation of $14,091.80 in surplus funds from the Engineering contract to the Construction contract for intersection improvements at Township & N. College and the approval of change order #2 to the construction contract.

I. **WATER IMPROVEMENTS:** A resolution approving a contract (Section 1) with basic Construction in the amount of $891,212.00 with a contingency of $100,000.00 and approval of a budget adjustment in the amount of $350,000 for waterlines.

J. **WATER IMPROVEMENTS:** A resolution approving a contract with J & L Construction in the amount of $368,500.00 with a contingency of $40,000.00 for a booster pump station.

II. OLD BUSINESS

III. NEW BUSINESS

A. **WATER BOOSTER STATION:** A resolution authorizing the City Attorney to seek court authorized possession of 0.67 acres of land owned by Ruth A. Morris for the purpose of constructing a water booster station thereon.

B. **PLANNING COMMISSION APPEAL:** A resolution appealing the Planning Commissions denial of a preliminary plat for CMN Business Park, Phase I.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
OCTOBER 6, 1998

A meeting of the Fayetteville City Council will be held on October 6, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from September 15, 1998, meeting.

B. **GRASS MAINTENANCE:** A resolution approving the maintenance of the proposed buffer strip located between the back of curb and edge of sidewalk along Highway 16 West between Meadowlands Drive and U. S. Highway 71.

C. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until September 30, 2000.

D. **BID 98-53:** A resolution approving Bid 98-53 for the purchase of 20 various light and medium duty pick-up trucks and utility vehicles from Ron Blackwell Ford.

E. **OFF-STREET PARKING:** A resolution appointing Bobby Lee Odom to the Off-Street Parking Development District No. 1 Commission.

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Grass Maintenance
I.B.1 Grass

STAFF REVIEW FORM

XX Agenda Request
____ Contract Review
____ Grant Review

R THE FAYETTEVILLE CITY COUNCIL MEETING OF October 6, 1998

FROM:

Charles Venable		Public Works
Name	Division	Department

ACTION REQUESTED: Approval of a resolution covering the maintenance of the proposed buffer strip located between the back of curb and edge of sidewalk along Highway 16 west from the vicinity of Meadowlands Drive to U.S. Highway 71.

COST TO THE CITY:

$2,000/year	224487 (1998 Bud)	
Cost of this request	Category/Project Budget	Category/Project Name
	145,531	Right-of-Way
Account Number	Funds used to date	Program Name
	78,956 (as of 9/16/98)	Streets
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X Budgeted Item ____ Budget Adjustment Attached

9-14-98	
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

	9-14-98		9-15-98
Accounting Manager	Date	Internal Auditor	Date
	9-17-98		
City Attorney	Date	ADA Coordinator	Date
	9-17-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

	9-14-98	
Division Head	Date	**Cross Reference**
	9/18/98	
Department Director	Date	New Item: Yes No
	9/21/98	
Administrative Services Director	Date	Prev Ord/Res #: _____
	9/21/98	
Mayor	Date	Orig. Contract Date: _____

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMO

To: Mayor Hanna
City Council Members

From: Charles Venable

Date: September 14, 1998

Subject: Resolution Covering the Maintenance of the Buffer Area on State Highway 16 West

The Arkansas Highway and Transportation Department has asked that a resolution covering the maintenance of the buffer area to be located between the edge of the curb and the sidewalk, approximately two feet, along both sides of Highway 16 from Meadowlands Drive to Highway 71 be enacted by the City Council.

The project as proposed does not require the acquisition of additional right-of-way and will require very little utility relocation. The project will be basically four lanes from Meadowlands Drive to near Salem Road, and four lanes with a turn lane from Salem Road to Highway 71. Left-turn lanes will also be provided at Rupple Road and Meadowlands Drive. The total length of improvement to Highway 16 will be approximately 5900 feet.

CV:msm

enclosures: Resolution
Letter from Arkansas Highway
and Transportation Department

c Jerry Rose
Kevin Crosson

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE IMPROVEMENTS ALONG HIGHWAY 16 WEST.

WHEREAS, the City of Fayetteville has by Resolution No. 120-97, dated December 16, 1997, agreed to enter into a 50/50 cost share for the widening of State Highway 16 from Highway 71 west to the vicinity of Meadowlands Drive, and

WHEREAS, the Arkansas Highway and Transportation Department has further requested that a resolution covering the maintenance of the buffer area located between the curb and sidewalk be enacted, and

WHEREAS, the City of Fayetteville is agreeable to maintaining the buffer strips located between the curb and sidewalk to be located along both sides of the improved highway,

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

The Mayor be authorized to enter into a Maintenance Agreement for the so designated buffer areas along Highway 16 between Highway 71 and the vicinity of Meadowlands Drive.

PASSED AND APPROVED this ____ day of _____ 1998.

Approved:

By: _____
Fred Hanna, Mayor

Attest:

By: _____
Heather Woodruff, City Clerk

Grass Maintenance
.B.4

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

August 28, 1998

RECEIVED
SEP 01 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

Dear Mayor Hanna:

In response to the City's request for a buffer area between the curb and sidewalk on the project to widen Highway 16 west of Highway 71 (Job 040277), we have determined that this buffer can be provided without need for additional right-of-way. However, since this sidewalk placement is a departure from Department practice, we ask that the City execute a resolution (sample enclosed) and that you sign the enclosed Agreement of Understanding regarding maintenance of this buffer area and conditions associated with the City's participation in this phase of the project.

Once this resolution has been passed, please return it and a signed Agreement of Understanding to this office.

If you have any questions, please contact Virginia Porta in our Planning and Research Division at (501) 569-2207.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosures

c: Commissioner Bobby Hopper
Director

AGREEMENT OF UNDERSTANDING
Between
The Arkansas State Highway and Transportation Department
and
City of Fayetteville
concerning the placement of sidewalks on State Highways.

WHEREAS, some local jurisdictions request buffer areas consistent with regional or local standards; and

WHEREAS, it is the desire of the Arkansas State Highway and Transportation Department to cooperate with communities to achieve local design goals; and

WHEREAS, the City of Fayetteville has requested that sidewalks on Job # 040277 be placed two (2) feet from the curb.

NOW THEREFORE, IT IS AGREED that the Arkansas State Highway and Transportation Department will design the above job with five (5) foot sidewalks placed approximately two (2) feet from the curb.

IT IS FURTHER AGREED that the City of Fayetteville will be responsible for mowing and other basic maintenance between the curb and sidewalk. and will obtain written permission from the Arkansas State Highway and Transportation Department for the placement of any materials between the curb and sidewalk.

IN WITNESS THEREOF, we, the parties hereto, having been duly authorized to sign the Agreement on behalf of the cooperating participating governments, officially execute this Agreement on this _____ day of _____, 19 __

_____
Director of Highways and Transportation

_____
Mayor
City of Fayetteville

Ed. Channel
[.C.]

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Marvin Hilton — Name
Cable Administration — Division
General Government — Department

ACTION REQUIRED: Passage of a resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until the 30th day of September, 2000.

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

(no budget impact)
Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date 9-15-98
City Attorney — Date 9-18-98
Purchasing Officer — Date 9-18-98

GRANTING AGENCY: ____

Internal Auditor — Date 9-15-98
ADA Coordinator — Date

STAFF RECOMMENDATION: Approval of agreement.

Division Head — Date
Department Director — Date
Administrative Services Director — Date 9/21/98
Mayor — Date 9/21/98

Cross Reference

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

Prev Ord/Res #: ____

Orig Contract Date: ____

C:\APP\BLANKFOR\EAC_UOFA.AGR

TO: **MAYOR HANNA & CITY COUNCIL**

FROM: **MARVIN HILTON, CABLE ADMINISTRATOR**

SUBJECT: **AGREEMENT FOR EDUCATIONAL ACCESS TV**

DATE: **AUGUST 26, 1998**

At their August 20 meeting, the Cable Board voted 7 to 0 to recommend to the City Council that an agreement with the University of Arkansas to operate the Educational Access Channel be adopted.

Since May 1991, the City of Fayetteville has approved resolutions which state that:

"The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be reponsible for the programming on said channel, which shall be used only for educational purposes."

The above constituted the entire contract. (See attached resolution no. 94-91 and our present contract no. 108-96 which expires Oct. 15, 1998.)

This latest recommendation, which will replace the above contract, is different. It is a more formal agreement with much more specificity as to how the educational channel shall be operated. (**see attached "EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS"**)

Also see the attached:

- excerpts from the Cable Television Meeting of August 20, 1998 minutes
- "Excerpts from Fayetteville Cable Franchise Subsequent Related Board & Committee Actions"

EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS

THIS AGREEMENT is made and entered into this ____ day of _____, 1998, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and UATV, a service of the University of Arkansas (hereafter UATV), for the operation of the educational channel.

SECTION I
AGREEMENT PERIOD

A. The agreement period shall begin the _____ day of _____, 1998, and shall continue until the 30th day of September 2000.

SECTION II
SERVICES/DUTIES

A. UATV hereby agrees and shall be responsible for operating the educational channel for educational purposes, which shall include the following:

1. Scheduling of programs on the educational channel.
2. Cablecasting of programs on the educational channel.
3. Promoting use of the educational channel by the Fayetteville Public School district, the University of Arkansas and other educational entities in Fayetteville.

B. UATV shall provide, oversee, administer and carry out all the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provision and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. There shall be no charge for programs cablecast on the educational channel.
2. All communication between the City and UATV with regard to matters under this agreement will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and UATV's duly appointed representative. In the event of a disagreement over the administration of this agreement either party may appeal to the Cable Board who shall make recommendations to the Mayor or City Council, as may be required.

3. UATV will determine programming content and technical quality under the following guidelines:

a. Local programming will be preferred over imported programming.

b. Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of an imported program provided free of charge to the channel. No more than 20 percent of a week's programming may contain commercial messages and no program whose sole purpose is to promote a commercial product or service will be cablecast.

c. A fair and equitable division of available programming hours will be made by UATV as demanded by programming produced and submitted by the various educational entities.

4. UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities.

5. UATV will establish an Educational Advisory Committee whose makeup will give fair representation to all the educational entities who might be users of the educational channel; set up regular meetings with the Committee; and work with the Committee to promote use of the educational channel. The Committee will be in place by Dec. 1, 1998.

6. UATV shall send a representative to the Cable Board meeting to present quarterly reports on the operations of the educational channel. The Cable Administrator will notify UATV when these reports are required. The first of these reports is to be presented at the October 1998 Cable Board meeting.

Once UATV obtains a paid staff, quarterly written reports must be presented to the Cable Administrator to be mailed to Cable Board members in their regular monthly packet of materials. The Cable Administrator will notify UATV of the deadlines for the written reports. UATV will notify the Cable Administrator when the staff is hired.

At minimum, these reports should contain:

a. The number of hours of programming cablecast weekly during the quarter.

b. A breakdown of the programming as to whether it is locally produced or imported; whether it is new or repeat; and from what educational entity it was submitted.

SECTION III
LEGAL AUTHORITY

A. UATV assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of UATV have been fully authorized by UATV to execute this Agreement on behalf of UATV, and that such authority shall legally bind UATV to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either UATV or the person signing the Agreement to enter into this Agreement.

SECTION IV
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. UATV shall comply with all applicable laws. regulations. procedures and polices of the Federal, State and local governments.

SECTION V
CONSIDERATION

A. In consideration for providing access to the educational channel by the University of Arkansas. the Fayetteville Public Schools, and other educational entities as shall be determined by UATV, the City of Fayetteville grants UATV exclusive control of its educational access channel.

B. Funding for any and all use of the educational channel shall be the responsibility of those providing programming for such use. UATV is not responsible for providing production facilities for the educational channel.

SECTION VI
ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the parties hereto. and any prior agreement. assertion. statement. understanding, or other commitment antecedent to this Agreement. whether written or oral. shall have no force or effect whatsoever. nor shall any agreement. assertion. statement. understanding, or other commitment occurring during the term of this Agreement. or subsequent thereto. have any legal force or effect whatsoever unless properly executed in writing and if appropriate. recorded as an addendum to. or amendment of. this Agreement.

SECTION VII.
TERMINATION OF AGREEMENT

A. This agreement may be terminated by either party with a thirty day written notice.

SECTION VIII
SEVERABILITY

A. If any section, subsection, sentence, clause, phrase or word of this Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed to be a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this Agreement.

UATV

By:_____

Title:_____

ATTEST:

By:_____

Title:_____

CITY OF FAYETTEVILLE, ARKANSAS
By: Fred Hanna, Mayor

ATTEST:
By: Heather Woodruff, City Clerk

Excerpt From the

Cable Television Board Meeting
August 20, 1998

1. Call to Order

The meeting was called to order at 5:18 p.m.

2. Roll Call

Cable Board Members Present:
Barbara Stripling, Katherine Shurlds, Woody Charlton, Jim Bemis, James Alford, Ron Warren and Rowland McKinney.

Others Present: Marvin Hilton, Cable Administrator; Larry Foley of UATV 2, members of the Press Britt Graves and Doug Gierach and citizen Cyrus Young.

12. UATV Agreement Renewal

Board member Katherine Shurlds presented a draft copy of a proposed agreement between the City of Fayetteville and the University of Arkansas Television (UATV 2). Ms. Shurlds pointed out that UATV receives no money for the operation of Channel 2 from the City as does Community Access Television Channel 8. She also pointed out that members of the past Cable Board wanted a regular report from UATV.

Ms. Shurlds moved that the proposed agreement with UATV be accepted and sent to the City Council for approval. Board Jim Bemis seconded the proposal.

Mr. Larry Foley, U of A Professor of Journalism and faculty advisor on the operation of Channel 2, described the history and current operation of UATV. Mr. Foley made the following points:

* Before 1993 the Division of Continuing Education had operation of Channel 2
* The station was used primarily for the NASA station feed and was underutilized.
* The Department of Journalism and journalism students took over the day to day operation of the Educational Channel in the Fall of 1996. They have been operating the Channel ever since then in the Fall and Spring semesters.
* At that time the Department of Journalism worked out an agreement with AETN that when UATV wasn't playing their programing they would go to PBS X feed, which is Public Broadcasting Service feed, not the same as AETN.
* UATV has been operating from 4:00 p.m. until 10:00 p.m., Monday through Friday.
* Last January UATV started from 10:00 p.m. until 8:00 a.m. an overnight music and bulletin board service.
* UATV has no budget and does it as an "On Air" lab for the students and as a service to U of A students, staff, faculty and the larger community.

* UATV is being added to the Springdale cable system on Channel 14 and this should be finished by the middle of October
* UATV will also be in Rogers, Bentonville, and Bellavista by, probably, December of 1999.
* UATV is planning to go on the air August 31 with news briefs, a half-hour news program and a live call-in sports program.
* UATV will consider playing any tapes produced by the public schools as long as they aren't politically motivated and are of educational value

Ms. Shurlds brought up some concerns that Mr. Foley had with some of the wording and the request for a written report.

Mr. Foley pointed out that UATV has no paid staff and doesn't have the time to prepare a monthly written report.

Cable Board Chair, Woody Charlton, suggested that quarterly reports could be given by students.

Mr. Foley pointed out that there is a plan to have a paid staff of part time students at some time in the future but that there is no funding for this.currently.

Ms. Shurlds proposed an amendment that quarterly oral reports be submitted. Any written reports would be required only when UATV has a paid staff. The motion was seconded and passed by the Board.

At Mr. Foley's suggestion it was moved by Board James Alford that the word "solely" be removed from the phrase "shall be responsible for operating the educational channel ***solely*** for educational purposes" of the proposal. (Section II, A) The motion was seconded by Board member Barbara Stripling and passed by the Board.

Ms. Shurlds offered an amendment to strike the second sentence of number four which read "UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities. These policies must be submitted to the Cable Board for review by _____, 199_." The motion was seconded and passed.

At Board member Ron Warren's suggestion Katherine Shurlds moved that in Section II, 3.b. be amended to read "Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of ***an import*** program provided free of charge to the channel." The motion was seconded and passed by the Board.

Mr. Foley suggested that the Cable Board hold a meeting at UATV so they can meet some of the students and get an idea of how they operate. Mr. Foley also commended TCA Cable for their help and service.

Chairman Woody Charlton called the question on the motion of the agreement proposal as amended. The motion was passed unanimously.

Excerpts from Fayetteville Cable Franchise
Subsequent Related Board & Committee Actions

(A) Ordinance No. 3413 of 7 March 1989. Franchise Agreement with Warner Cable Communications, Inc.

SECTION XIV, FRANCHISE FEE PAYMENT, A. Grantee shall pay to the City an annual franchise fee equal to five percent (5%) of its annual gross revenues as described in Section II-I.

SECTION XV-II, SUPPORT FOR PUBLIC ACCESS, B. Grantee agrees to provide the City, within sixty (60) days after the effective date of this Franchise, a one-time payment in the amount of $230,000.00 to be utilized for the construction, purchase and/or renovation of a City-owned building to be utilized for access programming purposes. In addition, Grantee agrees to provide to the City on the fifth and tenth anniversaries of the effective date of this Franchise, $35,000.00 payments to be utilized for capital expenses associated with access facilities.

SECTION XVII, PUBLIC SERVICE, In consideration of the granting of this Franchise to the Grantee, the Grantee shall furnish without monthly fee, basic service outlet connections to existing public buildings, as designated by the City, as well as one outlet to each existing public school currently passed by Broadband Telecommunications Network. The Grantee further agrees to furnish without monthly fee, one basic service connection to new municipal and/or school buildings, if it is economically and technically feasible to do so, but reserves the right to charge an installation fee for any non-standard installation that may be required.

(B) <u>MEMORANDUM</u>

TO: Fayetteville Board of Directors
FROM: Ad Hoc Committee on Cable Television
Scott Linebaugh, City Manager (Initialed by)
Jerry Rose, City Attorney (Initialed by)
John Watkins, UA Law Professor (Initialed by)
DATE: May 3, 1991
RE: Establishment of a Cable Television Board and Assignment of the Three Access Channels

Page 1, Para. 2. & as continued on page 2:

As regulator of the three access channels, the City can designate these channels to be used by another entity or administer them itself. The committee recommends that Fayetteville Open Channel be assigned the public access channel, the University of Arkansas given the use of the educational access channel, and the governmental access be administered by the City. The committee made this decision after numerous meetings with representatives from the University of Arkansas, Fayetteville Public Schools, and Fayetteville Open Channel. At this

time, the Fayetteville Schools are not in a position to take on the operations of the educational channel. Section 8 of the proposed ordinance creating the Cable Television Board directs them to consider the needs of the Fayetteville School System in any decision it makes pertaining to administration of the access channels. Therefore, if at some time in the future, the public schools are able to play a more active role in the programming of the access channels, the Cable Board is instructed to do whatever it can to make sure their needs are being met.

(C) REPORT OF THE AD HOC COMMITTEE ON CABLE TELEVISION
May 3, 1991

Background
Para. G. An ad hoc cable committee was formed in 1988 to negotiate the franchise agreement with Warner. Its membership consisted of Jim Pennington, City Manager; Scott Linebaugh, Assist. City Manager; James McCord, City Attorney; and John Watkins, UA Law Professor. This same committee, minus Jim Pennington, and with Jerry Rose replacing James McCord, is continuing to meet to this day.

System Upgrade
Para. 1. Under the old franchise agreement the city was paid a 3% annual franchise fee. Under the new agreement, the city now receives 5% of Warner's annual gross profits. (Note: Not so. The fee is 5% of Warner's gross revenues), the maximum allowed by law.

Recommendations
1. Under the terms of the new franchise agreement with Warner, the city regulates the three new access channels. This means the city will designate these channels to be used by another entity or administer them itself. The committee recommends that a Cable Television Board be established to oversee the operations of the access channels. At the same time, the channels should be used in the following manner.

a. Educational Access - This channel should be turned over to the University of Arkansas for their use. The Fayetteville Public Schools are not presently in a position to operate an access channel. The University is ready and wiling to take on the operations of this channel for University programming. The city should contract with the U of A to operate this channel, in the same way it contracted with FOC to operate the public access channel. All program decisions should be left up to the University.

(D) RESOLUTION NO. 94-91 A RESOLUTION REGULATING PUBLIC ACCESS, EDUCATIONAL, AND GOVERNMENTAL CABLE TELEVISION CHANNELS PURSUANT TO THE FRANCHISE AGREEMENT APPROVED BY ORDINANCE NO. 3413, MARCH 7, 1989.

SECTION 2. Educational Channel. The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be responsible for the programming on said channel, which shall be used only for educational purposes.

(E) ORDINANCE NO. 3549.
AN ORDINANCE CREATING THE FAYETTEVILLE CABLE BOARD; ESTABLISHING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES AND DUTIES OF THE BOARD; PROVIDING FOR AN APPEAL OF CERTAIN DECISIONS TO THE CITY BOARD OF DIRECTORS; AND REQUIRING CONSIDERATION OF FAYETTEVILLE SCHOOL SYSTEM NEEDS.

SECTION 6. Duties

(a) The Board shall advise the City Board and make recommendations on cable related issues, including but not limited to the following:

(1) Use and administration of cable channels, designated for public, educational, and governmental access;

(2) Establishment and use of City's access facility;

(3) Any reports submitted to the City by a cable operator, access channel user, or other entities regarding cable-related matters;

(4) Funding for public, education, and governmental access operations;

(5) Performance of any cable operator serving the City, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and

(6) Renewal of any franchise agreement between cable operator and the city.

(b) Further, the Board shall have the following duties and responsibilities:

(1) Oversee the construction of and administer the City's access facility;

(2) Administer any cable channels designated for public, education, or governmental access, unless the City Board enters into a contract with another entity or institution for such administration;

(3) Oversee operations of any access channel administered by another entity or institution under contract with the city;

(4) To the extent permissible by law, resolve disputes concerning program content on access channels;

(5) Promote public awareness, use, and viewership of access channels; and

(c) The Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

Section 8. Recognizing the desire of the Fayetteville School System to participate in access programming despite a present inability to manage an access channel, the Board shall take into consideration the needs of the Fayetteville School System, if any, in any channel it may administer or any contract it may negotiate for the administration of access channels.

Ed. Channel
I.C.13

RESOLUTION NO. 108-96

A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT WITH THE UNIVERSITY OF ARKANSAS TO OPERATE THE EDUCATIONAL ACCESS CHANNEL THROUGH OCTOBER 15, 1998.

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

Section 1. The City Council hereby approves an extension with the University of Arkansas to operate the educational access channel through October 15, 1998.

PASSED AND APPROVED this 15th day of October, 1996.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

RESOLUTION NO. 94-91

A RESOLUTION REGULATING PUBLIC ACCESS, EDUCATIONAL, AND GOVERNMENTAL CABLE TELEVISION CHANNELS PURSUANT TO THE FRANCHISE AGREEMENT APPROVED BY ORDINANCE NO. 3413, MARCH 7, 1989.

WHEREAS, the City of Fayetteville, Arkansas and Warner Cable Communications, Inc. have entered into a franchise agreement regarding the operation of a cable television system in the city;

WHEREAS, under Section XVII of the franchise agreement, approved by Ordinance No. 3413 on March 7, 1989, the city has the obligation and authority to regulate three cable television channels designated for public access, educational, and governmental use;

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

Section 1. **Public Access Channel.** The channel designated for public access shall be operated by Fayetteville Open Channel, Inc. a nonprofit corporation, for the period specified in and under the terms of the contract between Fayetteville Open Channel, Inc. and the City of Fayetteville approved by Resolution No. 161-90, October 16, 1990. Fayetteville Open Channel, Inc. shall be responsible for the programming on said channel, which shall be used only for public access purposes.

Section 2. **Educational Channel.** The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be responsible for the programming on said channel, which shall be used only for educational purposes.

Section 3. **Governmental Channel.** The channel designated for governmental use shall be operated by the City of Fayetteville. The city shall be responsible for the programming on said channel, which shall be used only for governmental purposes; provided, however, that said channel may from time to time be made available for use by the Fayetteville Public Schools.

Section 4. **Commercial Use Prohibited.** The public access, educational, and governmental channels shall not be used for commercial programming or other commercial purposes.

PASSED AND APPROVED this 21st day of May, 1991.

APPROVED:

By: Fred L. Krueger
Mayor

ATTEST:

By: Sherry L. Thomas
City Clerk

Bid 98-53
I.D.1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Items #1 through 9 - Bid #98-53 for the purchase of 20 various light and medium duty Pick up trucks and Utility Vehicles as itemized in "ATTACHMENT #1". The Vendor for this Purchase is Ron Blackwell Ford, P.O.Box 547, Bentonville, AR 72712 (Vendor 88230)

COST TO CITY:

Cost: $579,780.15 Trade Allowance: N/A Net Cost: $579,780.15

$579,780.15	$ 672,465.00	Repl/Exp Lt./Med. Utility Veh.
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 71,565.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98063-001	$ 600,900.00	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:** ____

Accounting Manager — Date 9-16-98

ADA Coordinator — Date

City Attorney — Date 9-16-98

Internal Auditor — Date 9-16-98

Purchasing Officer — Date 9-16-98

STAFF RECOMMENDATION:

Acceptance of Bid 98-53 and authorization to Purchase Vehicles per Attachment

Division Head — Date

Department Director — Date

Administrative Services Director — Date 9/17/98

Mayor — Date 9/17/98

Cross Reference

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

Prev Ord/Res #: ____

Orig Contract Date: ____

ATTACHMENT #1

ITEM 1.	Ron Blackwell Ford - 3 Units at $21,754.90	$65,264.70
ITEM 2.	Ron Blackwell Ford - 2 Units at $21,992.65	$43,985.30
ITEM 3.	Ron Blackwell Ford - 4 Units at $19,680.62	$78,722.48
ITEM 4.	Ron Blackwell Ford - 1 Unit at $19,758.67	$19,758.67
ITEM 5.	Ron Blackwell Ford - 2 Units at $35,555.80	$71,111.60
ITEM 6.	Ron Blackwell Ford - 1 Unit at $55,006.80	$55,006.80
ITEM 7.	Ron Blackwell Ford - 3 Units at $28,304.80	$84,914.40
ITEM 8.	Ron Blackwell Ford - 1 Unit at $53,180.80	$53.180.80
ITEM 8.	Ron Blackwell Ford - 2 Units at $36,180.80	$72,361.60
ITEM 9.	Ron Blackwell Ford - 1 Unit at $35,473.80	$35,473.80

TOTAL BID AWARD: $ 579,780.15

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 15, 1998

SUBJECT: **BID AWARD RECOMMENDATION 98-53**

Reference the attached Agenda Request for the Award of Bid 98-53, Items #1 thru 9. The lowest qualified bidder meeting specifications is Ron Blackwell Ford, P.O. Box 547, Bentonville, AR 72712. (Vendor #88230). These are budgeted items for the calendar year 1998.

The Bid Tabulation Sheet dated June 1, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City.

The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the User Departments/Divisions and the Fleet Operations Division prior to submission to the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Extended Cab 4X4 Pick Up Truck w/ Tool Boxes and Safety Equipment

3-1999 Ford Ranger @ $21,754.90 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$65,264.70

ITEM 2. Extended Cab 4X4 Pick Up Truck w/ Topper and Safety Equipment

2-1999 Ford Ranger @ $21,992.65 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$43,985.30

ITEM 3. Extended Cab 4X2 Pick Up Truck w/ Tool Boxes and Safety Equipment

4-1999 Ford Ranger @ $19,680.62 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$78,722.48

ITEM 4. Extended Cab 4X2 Pick Up Truck w/ Topper and Safety Equipment

1-1999 Ford Ranger @ $19,758.67 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$19,758.67

ITEM 5. Standard Cab 4X2 DRW Platform Dump w/Safety Equipment

2-1999 Ford F-350 @ $35,555.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$71,111.60

ITEM 6. Extended Cab 4X4 DRW Utility Truck w/Safety Equipment

1-1999 Ford F-350 @ $55,006.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$55,006.80

ITEM 7. Extended Cab 4X4 3/4T Pick Up Truck w/Safety Equipment

3-1999 Ford F-250 @ $28,304.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$84,914.40

ITEM 8. Standard Cab 4X4 DRW Utility Truck w/Crane and Safety Equipment

1-1999 Ford F-350 @ $53,180.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$53,180.80

ITEM 8. Standard Cab 4X4 DRW Utility Truck w/Safety Equipment

2-1999 Ford F-350 @ $36,180.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$72,361.60

ITEM 9. Crew Cab 4X2 DRW Platform Dump w/ Safety Equipment

1-1999 Ford F-350 @ $35,473.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$35,473.80

SUMMARY

TO BE DELIVERED AS COMPLETE UNITS

ITEM 1.	Ron Blackwell Ford - 3 Units at $21,754.90	$65,264.70
ITEM 2.	Ron Blackwell Ford - 2 Units at $21,992.65	$43,985.30
ITEM 3.	Ron Blackwell Ford - 4 Units at $19,680.62	$78,722.48
ITEM 4.	Ron Blackwell Ford - 1 Unit at $19,758.67	$19,758.67
ITEM 5.	Ron Blackwell Ford - 2 Units at $35,555.80	$71,111.60
ITEM 6.	Ron Blackwell Ford - 1 Unit at $55,006.80	$55,006.80
ITEM 7.	Ron Blackwell Ford - 3 Units at $28,304.80	$84,914.40
ITEM 8.	Ron Blackwell Ford - 1 Unit at $53,180.80	$53,180.80
ITEM 8.	Ron Blackwell Ford - 2 Units at $36,180.80	$72,361.60
ITEM 9.	Ron Blackwell Ford - 1 Unit at $35,473.80	$35,473.80

TOTAL BID AWARD: $ 579,780.15

The budgeted amount for items in this Category/Project was originally $672,465.00 in account 9700-1920-5802.00, Project 98063-001. To date we have utilized $71,565.00, which leaves a balance of $600,900.00. With the purchase of these items at $579,780.15 we will have a balance remaining of $21,119.85 for other items in this Category/Project.

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMO

TO: Ben Mayes, Administrative Services Director

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 11, 1998

SUBJECT: **PROPOSED VEHICLE ASSIGNMENTS**

The following draft is provided for your review and comments. The units listed below have been provided for in the 1998-2002 Capital Improvements Projects and approved in the 1998 Shop Improvements Budget - 9700-1920-5802.00 - Project 98063-001 - Light/Medium Utility Vehicles, Replacement/Expansion. This is to continue the goal of the Fleet Operations Division to provide safe and efficient vehicles for the operational needs of user Department/Divisions. Please note that only 1 expansion unit is included in this proposal. Previously planned expansion units are being provided by reassignment of replaced units. This is eliminating the need to purchase non-specialized vehicles for expansion purposes.

Units requiring replacement due to accident damage:

218 - 1988 GMC C-10 1/2Ton Pick up "Totaled" Parks Maintenance - Replace with 254 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 47,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

238 - 1988 GMC C-10 1/2Ton Pick up "Totaled" Parks Maintenance - Replace with 261 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 45,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

Units scheduled for replacement due to age and/or mileage:

212 -1986 GMC C-10 1/2Ton Pick up, currently assigned to Parks Maintenance - approximately 60,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is well below average and does not promote operator pride. This results in a continued deterioration in condition due to lack of care. Replace with 228 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 38,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

216 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Parks Maintenance - approximately 85,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 262 - 1995 Ranger Pick up currently assigned to Water/Sewer Maintenance, approximately 50,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Topper and Light Bar.

Item 2 - Bid 98-53 $21,992.65

267 - 1991 GMC Sonoma Pick up, currently assigned to Inspections approximately 88,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that normal deterioration is evident. However, with the low mileage of this unit, it will be retained for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with 1999 Ranger 4X4 Pick up equipped with Topper.

Item 2 - Bid 98-53 $21,992.65

206 - 1988 GMC S-15 Intermediate Pick up, currently assigned to Parks Maintenance - approximately 62,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that normal deterioration is evident. However, with the low mileage of this unit, it will be retained for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with 234 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 34,000 miles - This is to be replaced with a 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

231 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Parks Maintenance - approximately 92,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 252 - 1988 GMC ½ Ton Pick up, currently assigned to Parks Maintenance - approximately 50,000 miles. This is to be replaced with a 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

232 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Public Lands Maintenance - approximately 92,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

259 - 1989 Chev S-10 Pick up, currently assigned to Parks Maintenance approximately 71,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 292 - 1992 Ford Ranger Pick

up, currently assigned to Inspections - approximately 76,000 miles, which will be replaced with a 1999 Ranger 4X2 Pickup.

Item 3 - Bid 98-53 $19,680.62

276 - 1991 Ford Ranger Pick up, currently assigned to Inspections - approximately 103,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 Ranger 4X2 Pick up equipped with Topper.

Item 4 - Bid 98-53 $19,758.67

307 - 1988 GMC 1 Ton Flat Bed Dump, currently assigned to Waste Water Treatment Plant - approximately 139,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 1 Ton 4X2 Standard Cab 3 Way Dump.

Item 5 - Bid 98-53 $35,555.80

309 - 1990 Ford F-350 1 Ton Flat Bed Dump, currently assigned to Street Maintenance - approximately 114,000 miles. This unit will be reassigned to the Parks Maintenance Division as an expansion unit. Replace with a new like unit.

Item 5 - Bid 98-53 $35,555.80

278 - 1991 Ford F-350 1 Ton Utility, currently assigned to the Waste Water Treatment Plant - approximately 117,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. Some deterioration is evident but it is felt that the unit could be utilized as a back up unit for Road Failure Tire repairs as it has a serviceable crane. By keeping the unit assigned to the shop, it would be watched to prevent having undependable situations arise. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body and Crane. An expansion unit has been budgeted for a like vehicle to be assigned to the Waste Water Treatment Plant.

Item 6 - Bid 98-53 $55,006.80
Item 8 - Bid 98-53 $53,180.80

237 - 1988 GMC ½ Ton Pick up, currently assigned to Water/Sewer Maintenance- approximately 93,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar.

Item 7 - Bid 98-53 $28,304.80

263 - 1990 Chev C-20 3/4 Ton Pick up, currently assigned to Solid Waste Management - Recycle - approximately 75,000+ (?) miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with a 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar.

Item 7 - Bid 98-53 $28,304.80

265 - 1990 GMC K-1500 ½ Ton Pick up, currently assigned to Fleet Operations approximately 91,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. However, the general overall condition warrants retaining it for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with a 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar, the Snow Plow equipment currently mounted on Unit 265 will be transferred to the new unit.

Item 7 - Bid 98-53 $28,304.80

268 - 1990 Ford F-350 1 Ton Utility, currently assigned to Water/Sewer Maintenance - approximately 108,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that some deterioration is evident. This unit will be held as a spare shop loaner after delivery of the new unit, at which time it will be reevaluated as a possible expansion unit for a 1999 program. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body.

Item 8 - Bid 98-53 $36,180.80

269 - 1990 Ford F-350 1 Ton Utility, currently assigned to Water/Sewer Maintenance - approximately 89,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that some deterioration is evident. This unit will be held as a spare shop loaner after delivery of the new unit, at which time it will be reevaluated as a possible expansion unit for a 1999 program. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body.

Item 8 - Bid 98-53 $36,180.80

310 - 1990 Ford F-350 1 Ton Flat Bed Dump, currently assigned to Street Maintenance - approximately 141,000 miles. This unit will be reassigned to the Parks Maintenance Division as an expansion unit. Replace with a new like unit.

Item 9 - Bid 98-53 $35,473.80

SUMMARY

3-	Item 1 - Bid 98-53	$21,754.90	$65,264.70
2-	Item 2 - Bid 98-53	$21,992.65	$43,985.30
4-	Item 3 - Bid 98-53	$19,680.62	$78,722.48
1-	Item 4 - Bid 98-53	$19,758.67	$19,758.67
2-	Item 5 - Bid 98-53	$35,555.80	$71,111.60
1-	Item 6 - Bid 98-53	$55,006.80	$55,006.80
3-	Item 7 - Bid 98-53	$28,304.80	$84,914.40
1-	Item 8 - Bid 98-53	$53,180.80	$53,180.80

2-	Item 8 - Bid 98-53	$36,180.80	$72,361.60
1-	Item 9 - Bid 98-53	$35,473.80	$35,473.80
		TOTAL	$579,780.15

Balance of Budgeted Amount Project 98063-001

$600,900.00

BALANCE $ 21,119.85

NOTE: A portion of this balance will be utilized to equip the replacement for Unit 237 with a Power Tailgate Lift, Pipe Rack and Portable Fuel Tank. It will also be necessary to bid a 3/4 Ton 4X4 equipped with a utility bed to replace unit 233 which is currently assigned to the Parks Maintenance Division. This unit currently has approximately 83,000 miles and was scheduled to be replaced with a standard pick up with tool boxes. However it has been determined that a utility bed mounted on a vehicle of this size would be more practical.

If you have any questions or comments, please call me at ext. 494.

Bid 98-53
I.D.11

RON BLACKWELL FORD
ATTN: LARRY EDEN
P O BOX 608
FAYETTEVILLE, AR 72712

JONES OLDS-GMC
ATTN: DUANE MATHEWS
3535 N COLLEGE
FAYETTEVILLE, AR 72703

NELMS CHEVROLET
2403 N COLLEGE
FAYETTEVILLE, AR 72703

LEWIS FORD SALES
ATTN: RON MASTERS
P O BOX 1927
FAYETTEVILLE, AR 72702

SPRINGDALE DODGE-CHRYSLER-PLYMOUTH
3709 S THOMPSON
SPRINGDALE, AR 72764

LEWIS CHRYSLER-PYMOUTH-DODGE INC
3311 N COLLEGE
FAYETTEVILLE, AR 72703

JOPLIN FORD/LINCOLN//MERCURY
ATTN: SHERYL SULLENGER
3000 RANGE LINE ROAD
JOPLIN, MO 64804

CULVER TRUCK SALES
P O BOX 21
GREENLAND, AR 72737

HARRY LUNSFORD
P O BOX 13
LEICESTER, NC 28748

WARFORD AUTO WRECKERS INC
PUMP STATION ROAD
FAYETTEVILLE, AR 72701

DARRELL MEREDITH TRUCK SALES
1749 S SCHOOL
FAYETTEVILLE, AR 72701

AUTO WHOLESALERS
P O BOX 445
HOLLIDAYSBURG, PA 16648

MEUSER HEAVY EQUIPMENT
4100 S HIWAY 71B
SPRINGDALE, AR 72764

TRI-STATE AUCTIONEERS INC
ATTN: RANDY WHATLEY
RT 4 BX 4605 HWY 175 W
ATHENS, TX 75751

WHITTLE TRUCK SALES
ATTN: RICK WHITTLE
P O BOX 7061
SPRINGDALE, AR 72765

AMIRAM DAMITI AUTO BROKER
P O BOX 220062
KIRKWOOD, MO 63122

BILLY THE KID INC
ATTN: AUTUMN
111 NORTH 2ND ST STE 303
COEURD-ALNE, ID 83814

HARI AUTO SALES
ATTN: ABDUL WAHEED
5401 EAST 85TH TERRACE
KANSAS CITY, M0 64132

CHICAGO MOTORS INC
ATTN: ANIS GHANIWALA
2553 WEST CHICAGO AVE
CHICAGO, IL 60622

AMI AUTO BROKER
16329 CENTER POINT
GROVER, MO 63040

ATLAS AUTO LEASING
750 E IRVING BLVD
IRVING, TX 75060

DALE FREDERICK
6537 HUNTSVILLE ROAD
FAYETTEVILLE, AR 72701

TRUCKS & PARTS OF TAMPA
ATTN: BRUCE GOLDENBERG
1015 SOUTH 50TH ST
TAMPA, FL 33619

DIXIE SURPLUS EQUIPMENT
ATTN: KENNETH MCKAY
PO Box 639
Pollock, LA 71467

CENTRAL OKLAHOMA POLICE SUPPLY
ATTN: CHRIS HURLEY
1329 N HARRISON
SHAWNEE, OK 74810

SUPERIOR MITSUBISHI
ATTN: FLEET SALES
3195 N COLLEGE
FAYETTEVILLE, AR 72703

Mountain Creek Real Estate Co
Attn: Bill G Cotton
PO Box 520
Huntsville, AR 72740

Raymond E Purser
P O Box 1489
Huntsville, AR 72740

SITC Services Corp
Attn: James Dudley
18603 E Hwy 412
Springdale, AR 72764

NEBCO Volunteer Fire Dept
Attn: Joe Phillippe
12772 Lodge Dr
Garfield, AR 72732

D.12

Reeder Simco Truck Center Inc
Attn: Ken Plemmons
3421 South Zero
Fort Smith, AR 72903

Vicki Kaufman
841 Lola Lane
Fayetteville, AR 72701

Hancock Farms Equip & Supply
Attn: Brad Hancock
290 East Main Hwy 62
Farmington, AR 72730

Bid 98-53
I.D.13

NOTICE TO BIDDER

BID NO. 98 - 53

COMMODITY: **LIGHT/MEDIUM DUTY UTILITY VEHICLES WITH THE SALE OR TRADE OF USED PICK UP TRUCKS AND PASSENGER VEHICLES**

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., JUNE 1, 1998, for the furnishing of: COMMODITY:

LIGHT/MEDIUM DUTY UTILITY VEHICLES WITH THE SALE OR TRADE OF USED PICK UP TRUCKS AND PASSENGER VEHICLES LISTED BELOW:

Unit #132 -	1994 FORD CROWN INTERCEPTOR (113,XXX MILES)	VIN:2FALP71W3RX129696
Unit #156 -	1989 FORD TAURUS 4 DR SEDAN (71,XXX MILES)	VIN:1FABP52U4KG201174
Unit #179 -	1992 FORD CROWN INTERCEPTOR (97,XXX MILES)	VIN:2FACP72W4NX195098
Unit #187 -	1992 FORD CROWN INTERCEPTOR ((98,XXX MILES)	VIN:2FACP72W0NX221292
Unit #218 -	1988 GMC ½ TON PICKUP (84,XXX MILES) ** FRONT END DAMAGE **	VIN:2GTEC14H7J1580971
Unit #260 -	1989 CHEVROLET S-10 PICKUP ((95,XXX MILES)	VIN:1GCCS19Z9K2260595

Bid forms and specifications for the unit being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the unit being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

The City reserves the right to reject any and all bids and to waive any formalities deemed to be in the City's best interest.

Peggy Vice, Purchasing Officer

PUBLISH 5/24/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# 98-2036.

attn: Christine Pennington Legal

F[illegible]

DATE: 6/1/98
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: LIGHT/MEDIUM DUTY VEHICLES

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
AMI AUTO BROKER	no bid	no bid	no bid	no bid	no bid	no bid	no bid
CULVER TRUCK SALES	no bid	no bid	no bid	no bid	no bid	no bid	no bid
AMARAH AUTO SALES	no bid	no bid	no bid	no bid	no bid	no bid	no bid
PURSUIT UNLTD	no bid	no bid	no bid	no bid	no bid	no bid	no bid
RON BLACKWELL	$21,754.90 unit $87,019.60 tot	$21,992.65 unit $65,767.95 tot	$19,680.62 unit $78,723.68 tot	$19,758.67 unit $79,034.68	$35,555.80 unit $35,555.80 tot	$55,006.80 unit $55,006.80 tot	$28,304.80 unit $56,609.60 tot
DARRELL MEREDITH	no bid	no bid	no bid	no bid	no bid	no bid	no bid
LEWIS FORD SALES	no bid	no bid	no bid	no bid	$36,287.00 unit $36,287.00 tot	$55,543.00 unit $55,543.00 tot	$28,889.00 unit $57,778.00 tot

P Vice
P Vice Purch Mgr

R Williams 6/1/98
Witness Date

ITEM #8	ITEM #9	ITEM #10	ITEM #11	ITEM #12	ITEM #13	ITEM #14	ITEM #15
no bid	no bid	$3,189.00	$688.00	$2,189.00	$2,189.00	no bid	no bid
no bid	no bid	$1,500.00	$400.00	$1,250.00	$1,250.00	$1,250.00	$750.00
no bid	no bid	$2,760.00	no bid	$1,460.00	$1,475.00	no bid	no bid
no bid	no bid	$1,999.99	$751.89	$1,201.99	$1,201.99	no bid	no bid
$53,080.80 unit $53,080.80 tot	$35,473.80 unit $70,947.60 tot	no bid	no bid	no bid	no bid	no bid	no bid
no bid	no bid	$2,658.00	$358.00	$1,258.00	$1,658.00	$358.00	$558.00
$53,911.00 unit $53,911.00 tot	$36,441.00 unit $72,882.00 tot	$2,488.00	$1,378.00	$1,568.00	$1,788.00	$878.00	$938.00

Bid 98-53
I.D.15

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 98-53 **DATE ISSUED:** May 22, 1998

DATE & TIME OF OPENING: June 1, 1998 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:	*TOTAL
1.	Intermediate 4X4 Pick Up per Item #1 of Specifications Attached	4	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

2.	Intermediate 4X4 Pick Up per Item #2 of Specifications Attached	3	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

3.	Intermediate 4X2 Pick Up per Item #3 of Specifications Attached	4	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

4. Intermediate 4X2 Pick Up
per Item #4 of Specifications
Attached 4 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

5. One Ton Rated Standard Cab
Dual Rear Wheel Platform
3 Way Dump Rear Wheel Drive
per Item #5 of Specifications
Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

6. One Ton Rated 4X4 Extended
Cab Dual Rear Wheel Utility
per Item #6 of Specifications
Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

7. 3/4 Ton Rated 4X4 Pick Up
per Item #7 of Specifications
Attached 2 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

8. One Ton Rated 4X4 Standard
Cab Dual Rear Wheel Utility
per Item #8 of Specifications
Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

9. One Ton Rated Crew Cab
Dual Rear Wheel Platform
3 Way Dump Rear Wheel Drive
per Item #9 of Specifications
Attached 2 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

ITEMS 10, 11, 12, 13, 14 & 15 ARE OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

10. Unit #132 - 1994 FORD CROWN INTERCEPTOR
VIN:2FALP71W3RX129696
(113,XXX MILES) $_____

11. Unit #156 - 1989 FORD TAURUS 4 DR SEDAN
VIN:1FABP52U4KG201174
(71,XXX MILES) $_____

12. Unit #179 - 1992 FORD CROWN INTERCEPTOR
VIN:2FACP72W4NX195098
(97,XXX MILES) $_____

13. Unit #187 - 1992 FORD CROWN INTERCEPTOR
VIN:2FACP72W0NX221292
(98,XXX MILES) $_____

14. Unit #218 - 1988 GMC ½ TON PICKUP
VIN:2GTEC14H7J1580971
(84,XXX MILES) ** FRONT END DAMAGE ** $_____

15. Unit #260 - 1989 CHEVROLET S-10 PICKUP
VIN:1GCCS19Z9K2260595
(95,XXX MILES) $_____

NOTE: THESE UNITS WILL BE RELEASED IN ACCORDANCE WITH PROVISIONS OF ITEM #8 PAGE 5 "TERMS AND CONDITIONS".

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 10, 11, 12, 13, 14 AND 15**

_____

_____

_____

_____

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:**_____

***BUSINESS ADDRESS:**_____

***CITY:**_____ ***STATE:**_____ ***ZIP:**_____

***PHONE:**_____ ***FAX:**_____

***AUTHORIZED SIGNATURE:**_____

***TITLE:**_____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-53
SPECIAL TERMS & CONDITIONS
ITEMS # 1 THRU 9

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.

3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids. waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.

5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.

6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.

7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.

9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**

11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.

11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

ADDITIONAL TERMS AND CONDITIONS
SALE ITEMS ONLY
ITEMS # 10 THRU 15

1. All bids shall be submitted on forms provided by the City.

2. Bids received after the date and time set for receiving bids will not be considered.

3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.

4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.

6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. TUESDAY, MAY 26, 1998 THROUGH FRIDAY, MAY 29, 1998.

7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road. Fayetteville, AR., 72701 501-444-3494 & 501-444-3496

8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

   A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.

   B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.

9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 98 - 53

BASIC SPECIFICATIONS
LIGHT/MEDIUM DUTY UTILITY VEHICLES

General Specification Requirements are as follows for LIGHT/MEDIUM DUTY UTILITY VEHICLES. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS , FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

A complete set of Service Manuals on CD ROM are to be provided for each class of vehicles.

ITEM 1. PICK-UP TRUCK, INTERMEDIATE - 4 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Extended Cab/Short Wide Bed

WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.
GVWR:	5100 LBS
FRONT AXLE:	2800 LB.
REAR AXLE:	2750 LB.
AXLE RATIOS:	3.73 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted-Tilt Wheel
TIRES:	P215/75R15 All Terrain Tread w/Matching Size Spare
WHEELS:	15" X 6" Steel
AIR.CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	60/40 Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent

MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted. w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BUMPERS:	H.D. Rear Step Type, Standard Front
TOOL BOXES:	Dual Side Mount Lockable, 50" length, Sliding Tray, Mounted with corner legs.
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 2. PICK-UP TRUCK, INTERMEDIATE - 4 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive. Auxiliary Cooler, 2 Speed Transfer Case. Electric Shift, Automatic Hubs.
GVWR:	5100 LBS
FRONT AXLE:	2800 LB.
REAR AXLE:	2750 LB.
AXLE RATIOS:	3.73 Lock-Type Differential

SUSPENSION:	Front and Rear Stabilizer Bars. Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P215/75R15 All Terrain Tread w/Matching Size Spare
WHEELS:	15" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted. w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BUMPERS:	H.D. Rear Step Type, Standard Front
BED COVER:	Cab High Cover with Left and Right Lockable Lift Windows 48" length, Rear Lockable Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.

SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 3. PICK-UP TRUCK, INTERMEDIATE - 2 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler.
GVWR:	4900 LBS
FRONT AXLE:	2500 LB.
REAR AXLE:	2650 LB.
AXLE RATIOS:	3.55 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted-Tilt Wheel
TIRES:	P205/75R14 All Terrain Tread w/Matching Size Spare
WHEELS:	14" X 6" Steel
AIR CONDITIONER:	Standard Manual Control

RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	60/40 Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
BUMPERS:	H.D. Rear Step Type, Standard Front
TOOL BOXES:	Dual Side Mount Lockable, 50" length, Sliding Tray, Mounted with corner legs.
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 4. PICK-UP TRUCK, INTERMEDIATE - 2 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler

GVWR:	4900 LBS
FRONT AXLE:	2500 LB.
REAR AXLE:	2650 LB.
AXLE RATIOS:	3.55 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P205/75R14 All Terrain Tread w/Matching Size Spare
WHEELS:	14" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
BUMPERS:	H.D. Rear Step Type, Standard Front
BED COVER:	Cab High Cover with Left and Right Lockable Lift

	Windows 48" length, Rear Lockable Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 5. ONE TON RATED HEAVY DUTY STANDARD CAB
DUAL REAR WHEEL PLATFORM DUMP
REAR WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	162" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take off position.
FUEL TANK:	36 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.

LIGHTING:	Roof Clearance Lights. Heavy Duty Turn Signal Flasher. Premium Federal Signal Visions Light Bar with Signalmaster & controls. 1-3-5-7 amber. 2-4-6 clear. Note: Visions bar to be mounted by city.
TIRES:	LT235/85R-16, All Season. one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats. Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
HITCH:	Heavy Duty Receiver Style Hitch with combination Pintle/2" Ball

BODY: CAPACITY: Body shall be 10 feet long with 2 to 3 cubic yard capacity, water level load. Side height shall be 10 inches. tailgate height shall be 16 inches, front shall be 35 inches with a 10 inch cab protector and slotted window. Inside width shall be 84 inches.

SIDES AND ENDS: Shall be fabricated 12 gauge high strength alloy steel with a minimum yield strength of 50,000 PSI. Front shall be 35 inches tall with one horizontal brace. Sides shall have bolt on side board pockets 2 inches wide to allow extending sides 6 inches to height of tailgate. Sides shall have both front and rear corner pillars full height and extended to bottom of side rubrail. Side rubrail shall have 45 degree slope for self cleaning. All welds shall be continuous to prevent entrance and entrapment of moisture. Sides shall fold down to horizontal position level with floor. folding mechanism shall be activated by an efficient single lever trip release.

TAILGATE: Shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Fully boxed upper and lower rails shall be sloped 45 degrees to be self cleaning, all to be continuous welded. Upper tailgate hinges shall be 1 inch flame cut and offset forward approximately 5 inches and shall have a 1 1/4 inch diameter pin. There shall be upper and lower dog-leg slotted chain keepers welded to the rear corner pillars to

control tailgate opening at bottom, and there shall be sufficient chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.

FLOOR AND UNDER STRUCTURE: Floor shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. The understructure shall be H frame box type with 5 1/2 foot hinge pivots mounted just below the floor, level on sides and rear, effectively reducing mounting height to not more than 11 inches and suitable for required stability.

TAILGATE LATCH: Shall be retractable type latch with minimum of 1 inch flame cut latch finger. Control lever shall be located at left front corner of dump body.

LIGHTS AND REFLECTORS: Shall meet Federal FMVSS No. 108.

HOISTS: Hoist shall be five stage telescopic NTEA/TBEA Class 10. The cylinder shall be chromed with a collapsed over all length of 10 1/4 inches. Diameter shall be 5 inch, 4 1/2 inch, 3 1/2 inch, 2 3/4 inch, 2 inch with a total stroke of 30 inches. The hoist shall pivot on grease less double-trunnion mount hoist base and double shaft upper body mountings. A body prop shall be provided to support empty body in raised position for servicing.

HINGES AND CONTROL: The directional hinges shall be extra heavy duty and operated by hydraulic cylinders. Control panel shall be mounted inside the cab, convenient to the operator. Indicator lights will show body operations being used. Safety switches shall monitor operation, making it impossible to operate unit incorrectly. Hoist will not operate until one hinge is fully engaged and the other two fully retracted. Hinges shall not operate with the body in raised position. HYDRAULIC: Hydraulic pump shall be 6 G.P.M. gear pump at 1000 RPM. Operating pressure shall be 1500 PSI. Pump shall have sufficient capacity to raise dump body to full dump angle in 13 seconds in any direction.

CAB PROTECTOR: 10 inch cab protector is required w/Grote 7622 Amber Rotating Beacon mounted on each side with self leveling bracket.

ITEM 6. ONE TON RATED HEAVY DUTY EXTENDED CAB
DUAL REAR WHEEL UTILITY VEHICLE
ALL WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	162" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 5,200 pound capacity, with Front and

	Rear Stabilizer Bars. 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle. Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater. Heavy Duty Cooling, Mounted Auxiliary Idle Control.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, 2 Speed Transfer Case, Integrated Power Take Off position.
FUEL TANK:	36 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
SKID PLATE PROTECTION:	Transfer Case, Front Suspension. and Fuel Tank.
BRAKES:	Power assisted. Disc Front. Drum Rear. Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Turn Signal Flasher, Premium Federal Signal Visions Light Bar with Signalmaster & Controls, 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain with one spare tire and wheel.
WHEELS:	8-hole disc. 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels. Rubber Floor Mats

BODY:	Low Mount Utility Body, Harbor or equal. T-Handle Latches on all compartments. 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake - Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper. folding vise bracket mounted right rear Model 5005H Auto Crane **OR EQUAL** 5,000 lb Capacity @ 5', Min. 6 GPM Pump @ 2350 PSI and reservoir, 80' 5/16" Aircraft Quality Cable w/power boom extension, power rotation, FM Remote Control, mounted with 25K PSI reinforcement to body, power extendable stabilizers.
HITCH:	Heavy Duty Receiver Style with Combination Pintle Hitch/2" Ball

ITEM 7. THREE QUARTER TON RATED HEAVY DUTY EXTENDED CAB
SINGLE REAR WHEEL
4 WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	155" Single Rear Wheel 4 X 4
GVWR:	8,800 LB.
AXLES:	Front axle, 4700 pound capacity, with Front and Rear Stabilizer Bars, Skid Plates, Auto Lock Hubs, 4.10 Ratio, Limited Slip, 6080 pound capacity Rear Axle
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with Auxiliary Cooler, manually controlled electric lockout, 2 Speed Transfer Case.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel

BRAKES:	Power assisted. Disc Front. Drum Rear. Electronic Brake Controller with harness.
SKID PLATE PROTECTION:	Transfer Case. Front Suspension. and Fuel Tank.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights. Heavy Duty Flasher. Federal Signal Visions Light Bar 1-3-5-7 Amber. 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16. All Terrain. one spare tire and wheel.
WHEELS:	8-hole disc. 16" X 7".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey.
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
WIPERS:	2 Speed Interval
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats. Heavy Duty Vinyl Door Trim Panels. Rubber Floor Mats
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60).
BUMPERS:	Heavy Duty Rear Step Bumper with Receiver Style Hitch with combination Pintle/2" Ball

ITEM 8. ONE TON RATED HEAVY DUTY STANDARD CAB
DUAL REAR WHEEL UTILITY VEHICLE
ALL WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	141" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 5,200 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling, Mounted Auxiliary Idle Control.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, 2 Speed Transfer Case, Integrated Power Take Off position.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Turn Signal Flasher, Federal Signal Visions Light Bar with Controls, 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain with one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast

AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats. Heavy Duty Vinyl Door Trim Panels. Rubber Floor Mats
BODY:	Low Mount Utility Body, Harbor or equal. T-Handle Latches on all compartments, 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake/Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper, bracket mounted right rear, Model 5005H Auto Crane **OR EQUAL** 5,000 lb Capacity @ 5', Min. 6 G.P.M. Pump @ 2350 PSI and reservoir, 80' 5/16" Aircraft Quality Cable w/power boom extension, power rotation, FM Remote Control, mounted with 25K PSI reinforcement to body, power extendable stabilizers.
HITCH:	Heavy Duty Receiver Style with Combination Pintle Hitch/2" Ball

ITEM 9. ONE TON RATED HEAVY DUTY CREW CAB
DUAL REAR WHEEL PLATFORM DUMP
REAR WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	176" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle. 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel. 8 cylinder. 4 cycle. Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater. Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout. Integrated Power Take Off position.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted. Tilt Wheel

BRAKES:	Power assisted. Disc Front. Drum Rear. Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights.
TIRES:	LT235/85R-16, All Terrain Rear, All Season Front, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
HITCH:	Heavy Duty Combination Pintle Hitch/2" Ball

BODY: CAPACITY: Body shall be 8 feet long with 2 to 3 cubic yard capacity, water level load. Side height shall be 10 inches. tailgate height shall be 16 inches. front shall be 35 inches with a 10 inch cab protector and slotted window. Inside width shall be 84 inches.

SIDES AND ENDS: Shall be fabricated 12 gauge high strength alloy steel with a minimum yield strength of 50,000 PSI. Front shall be 35 inches tall with one horizontal brace. Sides shall have bolt on side board pockets 2 inches wide to allow extending sides 6 inches to height of tailgate. Sides shall have both front and rear corner pillars full height and extended to bottom of side rubrail. Side rubrail shall have 45 degree slope for self cleaning. All welds shall be continuous to prevent entrance and entrapment of moisture. Sides shall fold down to horizontal position level with floor, folding mechanism shall be activated by an efficient single lever trip release.

TAILGATE: Shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Fully boxed upper and lower rails shall be

sloped 45 degrees to be self cleaning, all to be continuous welded. Upper tailgate hinges shall be 1 inch flame cut and offset forward approximately 5 inches and shall have a 1 1/4 inch diameter pin. There shall be upper and lower dog-leg slotted chain keepers welded to the rear corner pillars to control tailgate opening at bottom, and there shall be sufficient chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.

FLOOR AND UNDER STRUCTURE: Floor shall be 12 gauge high strength alloy steel with minimum yield strength of 50.000 PSI. The UNDER STRUCTURE shall be H frame box type with 5 ½ foot hinge pivots mounted just below the floor, level on sides and rear, effectively reducing mounting height to not more than 11 inches and suitable for required stability.

TAILGATE LATCH: Shall be retractable type latch with minimum of 1 inch flame cut latch finger. Control lever shall be located at left front corner of dump body.

LIGHTS AND REFLECTORS: Shall meet Federal FMVSS No. 108.

HOISTS: Hoist shall be five stage telescopic NTEA/TBEA Class 10. The cylinder shall be chromed with a collapsed over all length of 10 1/4 inches. Diameter shall be 5 inch, 4 ½ inch, 3 ½ inch, 2 3/4 inch, 2 inch with a total stroke of 30 inches. The hoist shall pivot on grease less double-trunnion mount hoist base and double shaft upper body mountings. A body prop shall be provided to support empty body in raised position for servicing.

HINGES AND CONTROL: The directional hinges shall be extra heavy duty and operated by hydraulic cylinders. Control panel shall be mounted inside the cab, convenient to the operator. Indicator lights will show body operations being used. Safety switches shall monitor operation, making it impossible to operate unit incorrectly. Hoist will not operate until one hinge is fully engaged and the other two fully retracted. Hinges shall not operate with the body in raised position. HYDRAULIC: Hydraulic pump shall be 6 G.P.M. gear pump at 1000 RPM. Operating pressure shall be 1500 PSI. Pump shall have sufficient capacity to raise dump body to full dump angle in 13 seconds in any direction.

CAB PROTECTOR: 10 inch cab protector is required w/Grote 7622 Amber Rotating Beacon mounted on each side with self leveling bracket.

LAMAR PETTUS
151 West Dickson Street
Fayetteville, Arkansas 72701
(501) 443-2363
Facsimile: (501) 443-0390

September 18, 1998

via Facsimile and U.S. Mail
(501) 575-8257

Mayor Fred Hanna
CITY OF FAYETTEVILLE
Administration Building
113 West Mountain Street
Fayetteville, AR 72701

Re: Off-Street Parking Development District No. 1
September 22, 1998 Agenda

Dear Mayor Hanna:

When Bobby Lee Odom was appointed by the City Council to accept the office of Commissioner of the Off-Street Parking Development District No. 1, Mr. Odom failed to file his Oath of Office as required by Arkansas Code Annotated, Section 14-88-302. Section (d) provides: "If any member of the Board shall fail to take his oath and to file it in the Office of the Clerk within the time allowed in this section, he shall be taken to have declined the office. The city or town council shall at once appoint another person having the like qualifications in his place, who shall take and file his oath of office within ten (10) days after his appointment."

At the last meeting of the Commissioners, the Commissioners asked I nominate Bobby Lee Odom as a Commissioner of Off-Street Parking Development District No. 1. I would appreciate your putting this matter on the Agenda for the next scheduled City Council meeting. I have enclosed a copy of the previous resolution passed by the City of Fayetteville appointing Mr. Odom. I am assuming the City Council will use a similar resolution.

If possible I would like to have this matter scheduled early on the Agenda, since I will be present should any of the Council members have any questions. There is no requirement the City of Fayetteville reappoint Mr. Odom, but he has been on the Board for a number of years and is our nominee.

I have enclosed a Resolution authorizing the appointment, but I would ask you have the City Attorney review the Resolution and make sure it is in proper form.

Off-Street Parking
I.E.2

I appreciate your consideration and cooperation regarding the above.

Sincerely,

E. Lamar Pettus

ELP/trf
Enclosure

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPOINTMENT OF BOBBY LEE ODOM TO THE BOARD OF COMMISSIONERS OF THE OFF-STREET PARKING DEVELOPMENT DISTRICT NO. 1

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

That the Board of Directors hereby authorize the appointment of Bobby Lee Odom to the Board of Commissioners of the Off-Street Parking Development District No. 1.

PASSED AND APPROVED this _____ day of _____, 1998.

Approved

By:_____
Mayor

ATTEST:

By:_____
City Clerk

S:\LAMARP\DWNTWNPK\LMAYR.918

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Stephen Davis (Name) | Budget & Research (Division) | Admin. Services (Department)

ACTION REQUIRED: Council Action is requested to adopt real and personal property tax rates for 1998 for the Police and Fire Pension funds. The rate to be adopted in 0.5 mils for real property and 0.5 mils for personal property. There is no millage proposed for general government operations.

COST TO CITY:

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

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager	8-28-98 Date	Internal Auditor	8-31-98 Date
City Attorney	8-31-98 Date	ADA Coordinator	Date
Purchasing Officer	8-31-98 Date		

STAFF RECOMMENDATION: Staff recommends adoption of millage rates.

Division Head	Date	Cross Reference
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	9/4/98 Date	Prev Ord/Res #:
Mayor	9/4/98 Date	Orig Contract Date:

H:\BUDGET\PROJECTS\MILLAGE\98PTMIL.AGA

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Ben Mayes, Administrative Services Director

From: Budget & Research

Re: 1998 Millage Levy

Date: September 16, 1998

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 1998.

The total assessed value of real and personal property located within the city limits of Fayetteville, as of September 14,1998, is approximately $541 million. The assessed valuation is after the Washington County Board of Equalization has made all the changes to the County Assessors Abstract.

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Fire and Police Pension Funds. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 1998.

The millage levied by this ordinance for the Fire Pension and Relief Fund and the Police Pension fund is 0.5 mils for real property and 0.5 mils for personal property. Any increase in millage rate for either the Fire Pension and Relief Fund and Police Pension must be approved by the voters.

If the ballot initiative eliminating property taxes is approved in the November General Election this ordinance would become void.

City of Fayetteville
Property Tax Revenue per Mill
September 15, 1998

Millage	Approximate Revenue
0.10	$50,000
0.15	$75,000
0.20	$100,000
0.25	$124,000
0.30	$149,000
0.35	$174,000
0.40	$199,000
0.45	$224,000
0.50	$249,000
0.55	$274,000
0.60	$299,000
0.65	$324,000
0.70	$348,000
0.75	$373,000
0.80	$398,000
0.85	$423,000
0.90	$448,000
0.95	$473,000
1.00	$498,000

The millage revenue reflected above is based on the Washington County Assessors Abstract dated September 10, 1998 and excludes real and personal property for Utilities. The current millage rate for operations is set at 0.0 mils. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 1998 amount to approximately $524 million excluding real estate and personal property for utilities.

The following tables illustrate how each city divides its portion of the Real Estate and Personal Property Taxes.

REAL ESTATE TAXES

CITY	GENERAL	POLICE PENSION	FIRE PENSION	POLICE VOL	FIRE VOL	LIBRARY VOL	G.O. BONDS	YOUTH CENTER	TOTAL
FAYETTEVILLE		0.5	0.5						**1.0**
SPRINGDALE	5.0	0.5	0.5					0.5	**6.5**
FARMINGTON	5.0								**5.0**
ELKINS	2.3								**2.3**
WINSLOW	3.0								**3.0**
PRAIRIE GROVE	5.0			1.0	0.5		3.0		**9.5**
LINCOLN	5.0			1.0	0.5				**6.5**
GREENLAND	3.0								**3.0**
WEST FORK	5.0								**5.0**
JOHNSON	5.0								**5.0**
ELM SPRINGS	2.0								**2.0**
TONTITOWN	2.0								**2.0**
FORT SMITH	5.0	1.0	1.0			1.0			**8.0**
ROGERS	3.0	0.5	0.5			1.0			**5.0**
BENTONVILLE	5.0		0.5						**5.5**

PERSONAL PROPERTY TAXES

CITY	GENERAL	POLICE PENSION	FIRE PENSION	POLICE VOL	FIRE VOL	LIBRARY VOL	G.O. BONDS	YOUTH CENTER	TOTAL
FAYETTEVILLE		0.5	0.5						**1.0**
SPRINGDALE	5.0	0.5	0.5					0.5	**6.5**
FARMINGTON	5.0								**5.0**
ELKINS	2.3								**2.3**
WINSLOW	3.0								**3.0**
PRAIRIE GROVE	5.0			1.0	0.5		3.0		**9.5**
LINCOLN	5.0			1.0	0.5				**6.5**
GREENLAND	3.0								**3.0**
WEST FORK	5.0								**5.0**
JOHNSON	5.0								**5.0**
ELM SPRINGS	2.0								**2.0**
TONTITOWN	2.0								**2.0**
FORT SMITH	5.0	1.0	1.0			1.0			**8.0**
ROGERS	3.0	0.5	0.5			1.0			**5.0**
BENTONVILLE	5.0		0.5						**5.5**

Real & Personal Tax Rate
I.F.5

WASHINGTON COUNTY

STATE OF ARKANSAS
Washington County Courthouse
280 North College Avenue, Suite 300
Fayetteville, Arkansas 72701
Telephone 444-1711

MARILYN EDWARDS
COUNTY & PROBATE CLERK

City Clerk

Fayetteville

Dear Clerk:

Please submit the tax levy figures for your City for the year 1998. The Quorum Court meets on November 12th. I need this information as soon as possible. Please give us the total levy figure and complete breakdown of tax in the space provided below. This information must be provided on this form.

Sincerely yours,

Marilyn Edwards

Marilyn Edwards
County Clerk
Fayetteville, AR 72701

TOTAL _____ MILLS

BREAKDOWN _____

_____

_____

_____

_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SUBMIT TAX

Airport Sewer Lift Station
I.G.1

STAFF REVIEW FORM

_X_ AGENDA REQUEST
_X_ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: The Airport requests the approval of Amendment #3 in the amount of $700.00 to the construction contract #602 with Goodwin & Goodwin, Inc. This amendment covers additional construction, which was necessary to complete the airport's sewer lift station, project #96066. The increased amount resulted from the need for an additional manhole connection. When an existing manhole connection was excavated, it was discovered that the connection was badly damaged and could not be used. Since some items cost less than the contract price, the net increase to this contract is $376.26. The total cost of this project was $102,800.00 of which the Arkansas Department of Aeronautics has approved a 50% grant.

COST TO CITY:

$376.26	$103,884.78	Sewer Lift Station
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5815-00	$102,800.00	N/A
Account Number	Funds used to date	Program Name
96066	$ 1,084.78	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: 9/14/98 ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date 9-14-98	ADA Coordinator	Date
City Attorney	Date 9-16-98	Internal Auditor Yolanda Fields	Date 9-15-98
Purchasing Officer	Date 9-18-98		

STAFF RECOMMENDATION: **Staff recommends approval.**

Division Head	Date Sept. 11, 1998	Cross Reference
Department Director	Date / /	New Item: Yes No
Administrative Services Director	Date 9/18/98	Prev Ord/Res#: _____
Mayor	Date 9/17/98	Orig Cont. Date: _____

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: SEPTEMBER 11, 1998

SUBJECT: AMENDMENT TO THE GOODWIN & GOODWIN, INC. CONTRACT FOR THE EAST SIDE SEWER LIFT STATION

The airport requests the approval of Amendment #3 to the construction contract #602 with Goodwin & Goodwin, Inc. The net increase to the construction contract is $376.26. The additional cost was necessary to replace a damaged manhole connection in order to complete construction of the airport's sewer lift station on the east side.

The total cost of this project was $102,800.00 of which the Arkansas Department of Aeronautics has approved a 50% grant. The original construction contract with Goodwin & Goodwin, Inc. is for an amount of $85,970.00 which includes the design to use the existing manhole connection. However, when the connection was exposed, it was damaged and could not be used. The total cost to replace the damaged manhole connection was $700.00, but the net increase to this contract is $376.26 since other project units cost less than bid prices.

There was no contingency incorporated in this contract. Therefore, we request your approval of an amendment in the amount of $700.00 with a Change Order to Contract #602 for a net amount of $376.26.

DF/ms

Attachments: Staff Review
Change order #1
Amendment #2

4500 SOUTH SCHOOL AVENUE, SUITE F · AIRPORT TERMINAL BUILDING · FAYETTEVILLE, AR 72701
PHONE 501-521-4750 Ext. 6 · FAX 501-521-1735

CHANGE ORDER NO. 1

PROJECT: DRAKE FIELD, EAST SIDE SEWAGE PUMP STATION

PROJECT NUMBER: FY962114

CONTRACT DATE: JUNE 17, 1997

DATE OF ISSUANCE: JULY 31, 1998

EFFECTIVE ON DATE APPROVED BY OWNER

OWNER: CITY OF FAYETTEVILLE

CONTRACTOR: GOODWIN & GOODWIN, INC.

Reason for Change:
This is a reconciling Change Order to revise the Contract quantities to match the Final Engineer's Estimate quantities, in a total Contract amount of $86,346.26.

Justification:
This project used unit prices to determine the actual payment due the Contractor. Some of the units of work changed slightly during construction. The main change was adding one manhole connection (Bid Item 17). The plans required the Contractor to make one manhole connection and one connection to an existing manhole stubout. When the stubout was dug up, it was not usable, so the Contractor had to make a second manhole connection and deserves to be compensated for this additional work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Price: $ 85,970.00	Original Contract Times Substantial Completion (days): 60 Ready for final payment (days): 75
Net Changes from previous Amendments or Changes: $ 0	Net Changes from previous Amendments or Changes: No Change
Net Increase for this Change: $ 376.26	Net Increase (Decrease) for this Change: No Change
Revised Contract Price: $ 86,346.26	Revise Contract Times: No Change

RECOMMENDED:

By: Robert W White
Robert White, P.E.
McClelland Consulting Engineers, Inc.
Engineer

Date: 7/31/98

ACCEPTED:

By: [illegible]
Goodwin & Goodwin, Inc.
Contractor

Date: [illegible]

APPROVED:

By: _____
City of Fayetteville
Owner

Date: _____

RECEIVED SEP 9 1998

AMENDMENT TO THE

AGREEMENT WITH Goodwin & Goodwin, Inc.

AMENDMENT # 2

This is an amendment to the Agreement for Airport Sewer Lift Station

executed on the 5 **day of** August **19**98 **between the City of**

Fayetteville, Arkansas and Goodwin & Goodwin, Inc.

Additional services required due to an existing manhole stubout which was not usable. A second manhole connection was required to replace this damaged manhole connection.

The charge for the additional services shall not exceed

$ 700.00

CITY OF FAYETTEVILLE:

Mayor **Date**

Company Goodwin & Goodwin, Inc.:

Goodwin & Goodwin Inc

Bryan Goodwin **Date** 9-9-98

President

Title

FOR OFFICE USE ONLY
Existing P.O. #
Contract #

Airport Sewer Lift Station
I.G.5

FAYETTEVILLE

PURCH SE ORDER

Each Package M e Marked
Exactly As Shown Here
City of Fayetteville, Arkansas

98-0001235-001

VENDOR NO. 293

DATE 3/20/98

Goodwin & Goodwin

3503 Free Ferry Rd
Fort Smith AR 72903

FOB Fyv

TERMS NET 30 DAY

Qty.	Unit of Issue	Qty. Received	Description and Account Number	Unit Price	TOTA
			Project #96066-01		
1.00	JOB	_____	a) Install sewer lift station at the East side hangar area, Contract #602, Project #96066-1 Ref previous PO #52639	3784.69	3784.6
			5550.3960.5815.00 $3784.69		

PLEASE INCREASE P.O. FOR $376.44 to cover change order No. 01.
Thanks!

Brenda Moss

SHIP TO: Municipal Airport
CITY OF FAYETTEVILLE
4500 S SCHOOL
FAYETTEVILLE AR 72701

Sales Tax Total:
Purchase Order Total: 378

Green, D *Frederick*

DEPARTMENT VERIFICATION BY DATE

RECEIVED _____
DEPT HEAD APPROVAL _____
AMOUNT TO PAY $ _____

A/P VERIFICATION _____ _____

PURCHASING VERIFICATION _____ _____
PRICE CHANGE VERIFICATION _____ _____

RETURN CHECK TO _____
SEND COPY TO _____

ADDITIONAL APPROVAL

_____ CHECK # _____
_____ DOES NOT MEET PURCHASING POLICY
_____ CONTRACT PAYMENT
_____ OTHER

APPROVED BY _____

PROJECT # _____
THIS PAYMENT $ _____
PREVIOUS PAYMENT(S) $ _____
TOTAL PYMT(S) $ _____
BALANCE $ _____

DEPT. WHEN COMPLETE DELIVER TO ACCTS. PAYABLE

irport Sewer Lift Station
G.6

DELIVERED AUG 1 7 1998

STATE OF ARKANSAS
DEPARTMENT OF AERONAUTICS

Little Rock National Airport • One Airport Drive • 3rd Floor
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820

MIKE HUCKABEE
GOVERNOR

August 13, 1998

JOHN K. KNIGHT
DIRECTOR

Marion Burton
Chairman
Little Rock

Joel Buckner
Vice Chairman
North Little Rock

Steve Edwards
Marianna

Ken Johnson
Pine Bluff

Gary Gammill
Jonesboro

Darryl Riddell
West Helena

Kenneth Pyle
Fort Smith

Mr. Dale Frederick, Manager
Fayetteville Drake Field
4500 School Avenue, Suite F
Fayetteville, Arkansas 72702

Dear Mr. Frederick:

The Arkansas Aeronautics Commission in their meeting of August 12, 1998 approved a State Airport Aid Grant in the amount of $51,400.00 to install new pump station, sewer lines and force main to serve east side facilities including new airfield rescue and fire fighting building at Fayetteville Drake Field. (50-50%)

Your grant has been assigned a number for identification purposes. Please use 1555-98 as your grant number when corresponding with our office concerning your project. You should advise the Director of this office if you find you will not be able to complete the project for the amount approved. The amendment for the project may then be acted on at the next Commission meeting. The Commission will not be responsible for any additional project costs unless the sponsor has received notification in advance.

The Commission has asked that we call your attention to Page Three (3) of your application for State Airport Aid. You agreed, when the application was submitted to start the project within three months after approval or the grant would be null and void. The next to the last paragraph requires that the project be completed within one year unless it is partially funded by the Federal Aviation Administration (FAA). Please advise if circumstances beyond your control prevent the completion within the allotted time, otherwise, the project may be canceled.

Payment of this grant may be made on completion of the project. Please request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,

John Knight

John K. Knight
Director

JK/cb

Intersection Improvement
I.H.1

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of 10-6-98

FROM:

Sid Norbash	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of: (1) The use of $14,091.80 surplus from Engineering Contract for any project related expenses. (2) Change Order No.2 to the Construction Contract, for Township & N. College - Intersection Improvements Project.

COST TO CITY:

$6,995.67	$234,988	Township & N. College Int.
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809-00	$223,342.00	Street Improvements
Account Number	Funds Used To Date	Program Name
97024	$11,646.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager — Date 9-16-98
ADA Coordinator — Date
City Attorney — Date 9-16-98
Internal Auditor Yolanda Fields 422 — Date 9-16-98
Purchasing Officer — Date

STAFF RECOMMENDATION: Approval of the project contingency, and change order No.2 to the construction contract.

Division Head — Date 9-15-98
Department Director — Date 21SEPT98
Administrative Services Director — Date 9/21/98
Mayor — Date 9/21/98

Cross Reference

New Item: **Yes** ___ **No X**

Prev Ord/Res #: ___

Orig Contract Date: ___

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Kevin Crosson, PWD
Charles Venable, Assistant PWD
Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer

Date: September 15, 1998

Re: **Township and N. College-Intersection Improvements**
(1) Surplus Engineering Fees and Contingency
(2) Change Order No.2 to the Construction Contract

The above referenced project is essentially complete, however, there are some minor adjustments to be made to fully complete this project.

During the construction of this project some changes had to be made, which increased the construction cost. Some of the changes reflected on the attached change order had to be dealt with at the time of the construction due to the urgency of the matters involved, and some changes are to be completed upon the approval of the change order.

Cost Summary:

Engineering	
Total Engineering Contract	$45,387.00
Actual Engineering Fees	$31,295.20
Under-Run (Savings)	**$14,091.80**
Construction	
Total Construction Budget	$236,463.60
Actual Cost including Change Orders	$243,459.27
Over-run (additional due)	**$ 6,995.67**

Staff is requesting that the Council approve the following:
(1) **The use of the $14,091.80 surplus for any project related expenses as necessary.**
(2) **The attached Change Order #2 in the amount of $15,753.40.**

SN/sn
attachments: Change Order #2
Engineering & Construction Cost Summaries

Township & N. College
Intersection Improvements

Construction Contract - Cost Summary

Construction Contract	$225,203.60
Contingency @5%	11,260.00

Total Construction Budget	$236,463.60
Actual Construction Cost:	
Payment #1	$ 4,456.80
Payment #2	17,059.32
Payment #3	71,842.90
Payment #4	131,478.10
Unpaid Amount on C.O.#1	2,868.75
C.O. #2 (proposed)	15,753.40

Total Proposed Cost	$243,459.27

Overrun on Contract	**- $ 6,995.67**
Additional Due Contractor	

Township & N. College
Intersection Improvements

Engineering Contract - Cost Summary

Engineering Contract	$41,287.00
Contingency @10%	4,100.00
Payment #1	$16,169.43
Payment #2	1,470.00
Payment #3	6,868.92
Payment #4 (Final)	6,786.85
Under-Run on Contract (Savings)	**$14,091.80**

RESOLUTION NO. 94-97

MICROFILMED

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $225,203.60, PLUS A 5% CONTINGENCY AMOUNT OF $11,260 TO JERRY D. SWEETSER, INC., FOR THE TOWNSHIP AND NORTH COLLEGE INTERSECTION IMPROVEMENTS PROJECT; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards a construction contract in the amount of $225,203.60, plus a 5% contingency amount of $11,260 to Jerry D. Sweetser, Inc., for the Township and North College intersection improvements project and authorizes Mayor and City Clerk to execute said contract. A copy of the bid tabulations and contract are attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of $107,877 increasing Street Improvements, Acct. No. 4470 9470 5809 00, Project No. 97024 by decreasing Street Improvements, Acct. 4470 9470 5809 00, Project No. 96089 and Acct. No. 4470 9470 5809 00, Project No. 97025. A copy of the budget adjustment is attached hereto and made a part hereof.

PASSED AND APPROVED this 7th day of October, 1997.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

COPY

RESOLUTION NO. 1-97

A RESOLUTION AWARDING AN ENGINEERING CONTRACT TO NORTHWEST ENGINEERS, A DIVISION OF CRAFTON, TULL & ASSOCIATES, IN THE AMOUNT OF $41,287, PLUS A CONTINGENCY AMOUNT OF $4,100 FOR THE TOWNSHIP AND NORTH COLLEGE INTERSECTION PROJECT.

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

Section 1. That the City Council hereby awards an engineering contract to Northwest Engineers, a division of Crafton, Tull & Associates, in the amount of $41,287, plus a contingency amount of $4,100 for the Township and North College intersection project; and authorizes the Mayor and City Clerk to execute said contract. A copy of the contract is attached hereto marked Exhibit A and made a part hereof.

PASSED AND APPROVED this 7th day of January, 1997.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk

PC Appeal
III.B.17

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: _____
Charlotte Steele, Secretary

Date: _____

Marjorie Steele Brooks
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Tracy Paul
City Clerk

PC Appeal
III.B.18

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: Charlotte Steele
Charlotte Steele, Secretary

Date: 3-20-96

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: Nancy S. Rubeck, President
Nancy S. Rubeck, President

Date: 3-20-96

By: _____
Charlotte Steele, Secretary

Date: _____

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: _____
Charlotte Steele, Secretary

Date: _____

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

ESCROW AGREEMENT

This Agreement is entered on this 11th day of April, 1996, between NANCHAR, INC., and Marjorie Steele Brooks, collectively hereinafter referred to as "Owners", and the City of Fayetteville, Arkansas, hereinafter referred to as "City".

For good and valuable consideration, the receipt of which is hereby acknowledged, conditioned on Owners' construction of a 31 foot back-to-back curb, two-lane street and bridge from Joyce Street as extended to Shiloh Street (U.S. Highway Bypass Frontage Road) as represented by the solid blue line running North/South from Joyce Street to Shiloh Street on a concept plat, a copy of which is attached hereto, marked Exhibit "A" and incorporated as if set forth herein word for word, hereinafter referred to as "Street and Bridge", the parties agree as follows:

(1) Should Owners sell any part of the "Real Property", the legal description of which is set forth on an exhibit entitled Real Property which is attached hereto, marked Exhibit "B" and incorporated herein, as if set forth word for word, all Net Sales Proceeds generated from the sale of part or all of the Real Property shall be placed in an escrow account or accounts at a financial institution selected by Owners to insure payment of the cost of construction of the Street and Bridge as contemplated herein (the "Escrow Account"). In the event the Real Property is sold in its entirety prior to the construction of the Street and Bridge, the obligations of Owners shall be transferred along with the Real Property to the new owner.

(2) A financial institution or a licensed attorney, at the sole discretion of Owners, shall serve as Escrow Agent for purposes of retaining said funds and maintaining said Escrow Account(s).

(3) Owners shall have the absolute right to advise the financial institution or brokerage firm holding said accounts in the investment of said funds; provided, however, that the generally accepted "prudent man" standard for investments shall apply to all such investments. Said funds shall be invested to earn income which income shall be accumulated in the account(s) during the existence of the Escrow Accounts(s). Should Owners commence construction of the Street and Bridge, then Owners may withdraw funds from the Escrow Account(s) for purposes of paying for preliminary planning and preliminary engineering work and the design and construction phase of the Street and Bridge. Said funds shall be released by the City upon the presentation to the City by Owners of invoices from engineering firms, construction firms, surveyors, and other professional or nonprofessional persons employed to assist Owners in the development of plans and obtaining permits and approvals of regulatory agencies and to construct the Street and Bridge. Should any taxing authority assess additional taxes, penalties, or interest over and above those sums withheld from the gross sales proceeds against any of the Owners or the shareholder of an owner as a result of a sale of any part or all of the Real Property, then upon presentation of the assessment, Owners may withdraw funds from the Escrow Account(s) to pay the additional tax, penalties, and interest.

(4) Should the Escrow Account(s) reach the principal balance of $4,400,000.00 prior to the commencement of the construction of the Street and Bridge, then Owners shall have no further obligation to pay the Net Sale Proceeds generated from the sale of any remaining Real Property into the Escrow Account(s).

(5) Should construction of the Street and Bridge commence prior to the accumulation of $4,400,000.00 in the Escrow Account(s), then prior to the closing of any additional sales of all or a portion of Real Property, the engineer for the Owners and the engineering staff for the City shall review the cost to complete the construction of the Street and Bridge and may, by mutual agreement, adjust the amount of money to be held in the Escrow Account(s). The intent is that sufficient funds shall be held in the Escrow Account(s) to complete the Owners' commitment to build the Street and Bridge.

(6) Once the Street and Bridge are completed and approved by the City of Fayetteville and the City of Fayetteville is presented an Affidavit from the Owners that the cost of construction of the Street and Bridge have been paid in full and evidence that the City of Fayetteville has clear title to said Street and Bridge, then and in such an event, the City will promptly direct the Escrow Agent to release all remaining principal and any accumulated income; with two-thirds of the sums to be payable to NANCHAR, INC., and one-third of the sums to be payable to Marjorie Steele Brooks.

(7) After the closing of the sale of any part of the Real Property, the Owners shall provide City a copy of the executed Offer and Acceptance, a copy of the Closing Statement, and a copy of the Owners' Instruction to closing agent directing payment of the Net Sales Proceeds to the designated Escrow Account(s).

(8) "Net Sales Proceeds" shall be defined as follows: The gross sale price less any costs and expense which Owners are required to pay as part of the conveyance for real estate commissions and surveyors and engineers for work required to be performed as part of the Contract; any professional fees specifically associated with the sale and transfer of the property; any expenses incurred in gaining approval from the City or any other regulatory body from whom consent for the sale or approval of the conditions of the sale might be sought; any costs for commitments for and title policies; any payment of any real property taxes associated with the sale; and an allocation equal to forty (40%) of the gross sale price less the costs, expenses, fees, and real property taxes to cover the federal and state income taxes.

(9) The City shall, upon receipt of the Net Sales Proceeds, release any lien it might claim pursuant to this Agreement as against the Real Property being conveyed.

This Agreement constitutes the entire agreement of the parties regarding the Street and Bridge project, and said Agreement shall not be modified or terminated unless said modification or termination is reduced to writing and signed by all parties hereto.

the City Council, if the City participates 50% or greater in the cost of the bridge then the City shall select the engineer for the bridge project.

17. Contribution for stop lights. Five stop lights are warranted for this development based upon the traffic study prepared by the developer's traffic engineer.

18. All lots shall be subject to the Large Scale Development review process and utilization of a common design theme.

19. The preliminary plat approval will be valid for one calendar year. If construction has not started within one year then the approval is void.

BACKGROUND:

Refer to the findings above.

INFRASTRUCTURE:

a) Water will be looped from the north (Mall area) to Joyce and to the south (Centerbrook area).

b) Sanitary sewer is available. Extensions will be necessary.

c) Streets. Refer to the findings and conditions of approval as noted above.

d) Grading and Drainage. A preliminary plan and report has been received. A complete and final plan and report will be required prior to construction.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: _____

Comments:

_____

_____

PC Appeal
III.B.12

CITY COUNCIL ACTION: __no___Required
_____Approved _____Denied

Date: ___/___/___

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
by

_____
title

_____
date

Staff supports this funding but the City Council may, or may not, elect to participate in this cost-share.

Staff recommends that if the City Council is unable, or unwilling to participate in a cost-share for the construction of any street or bridge that the developer, at the developer's expense provide a minimum 36 ft. street for all sections of Steele, Van Asche and the bridge.

Also refer to the November 2, 1995 letter of agreement.

b. The Developer shall construct, at the developer's expense, all other streets as 36 ft. three lane streets.

c. The street issues east of Mall lane are postponed until phase II is developed.

4. Planning Commission determination of any additional improvements or assessments for state highways not contained in condition 2 above. In accordance with 159.33.E, "Off-site improvements to state highways....", the Planning Commission shall determine any improvements required by the developer to be coordinated with the AHTD. Staff requests that the developer contact the AHTD (refer to the June 17 plat review comments) and determine if improvements to Highway 71, the intersection of Shiloh or any other State highway/frontage road are requested by the State (AHTD). If improvements are requested and/or such improvements determined to be required by the Planning Commission, then the developer shall provide the improvements as a condition of this preliminary plat.

5. Planning Commission determination of the development which shall be allowed upon the individual lots prior to a final plat or prior to construction of streets, drainage, water, sanitary sewer . . .

6. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

7. All improvements shall comply with City's current requirements.

Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private),

sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

Fire protection to meet the Fire Chief's request.

8. The developer shall connect the water main for this development to the existing water mains at the NW Arkansas Mall to the north and to the water mains near Centerbrook Subdivision at the south as a part of this development (not "future" as stated on the plat).

9. A formal geotechnincal report shall be required prior to approval of the grading plan. Any retaining walls, or vertical cuts in rock shall include safety rails to meet the more stringent of the SSBC and AASHTO, if determined applicable by the City Engineer.

10. The final grading plan and the final plat shall clearly provide for the conveyance of storm water runoff and any requirements to be subsequently placed upon the purchasers of the lots shall be clearly stated.

11. The drainage improvements offered by the developer to the adjacent subdivisions are subject to review and approval by the City Engineer. Improvements may be greater in scope than that proposed by the developer's engineer.

12. All drainage outside of public street right-of-way shall be private and privately maintained by the developer or similar approved entity.

13. A twenty foot easement for a multi-use trail in the flood plain shall be provide adjacent to and contiguous with the floodway.

14. The Developer, as stated by their engineer at the September 3, 1998 SDC meeting, shall not propose to channelize, or channelize Mud Creek at any point except for the bare minimum necessary for the bridge construction.

15. The Developer, and/or their engineer, shall contact the County extension service and determine any mutual use of Mud Creek with relation to the recent grant received for this purpose.

16. The bridge calculations and the hydraulic calculations shall be reviewed by the City in addition to any other State or Federal agencies. Further, unless specifically waived by

1. Meetings with the City included:

June 6, 1995	City Council waived moratorium on rezonings.
July 10, 1995	First Planning Commission meeting to consider the rezoning of the NANCHAR property.
August 7, 1995	Special Planning Commission meeting to hear additional information.
August 28, 1995	Second Planning Commission Public Hearing -action postponed until additional information for traffic and development could reviewed.
September 11, 1995	Planning Commission recommends the rezoning (7-2).
October 3, 1995	City Council's first hearing for the rezoning..
October 17, 1995	City Council's second hearing for the rezoning.
November 7, 1995	City Council approves the rezonings (5-3).

2. On November 2, 1995 the petitioners offered a letter of seven specific agreements to be considered with the proposed rezoning. Please refer to the enclosed copy of this November 2, 1995 letter. One of the agreements stated:

"4. *The owner's of the property shall construct at owner's expense a 31 foot back to back curb two lane street and bridge from Joyce Street to Shiloh Street (U.S. Highway Bypass frontage road) with an option to construct a 38' back to back curb street. The City, at the City's expense, can increase the size of the bridge from two lanes up to five lanes".*

This statement is also used similarly in the escrow agreement and is important in the overall street design for the development . Refer to conditions and discussion in the "Conditions of Approval" below.

3. Escrow agreement dated 4/1/96 which allows for the sale of property in advance of the street construction with a percentage to be held in escrow towards the street construction requirements of the development.

4. Mutual Agreement Document (undated) contains:

a. Amended Bill of Assurances, letter dated October 31, 1995, from Melvin Milholland.

b. Agreements with the adjacent property owners in the Centerbrook and Lenham Heights Subdivisions concerning the developer providing for natural buffers and revising (channel) the drainage, additional setbacks and limited adjacent C-2

development.

5. Letter dated June 3, 1998 from Michele A. Harrington summarizing a meeting of April 27, 1998 with City staff and representatives of NANCHAR. Item discussed included the 31 ft. vs. 28 ft. Streets per the current standards, the boulevard vs. five lanes for Steele Boulevard, sidewalks and street alignments. Note that staff stated that the Planning Commission and/or City Council will be the final authority.

E. The applicant has furnished a revised traffic study for this development.

F. The proposed preliminary plat 98-4.00 was reviewed at the June 17, 1998 Technical Plat Review.

G. The proposed preliminary plat was considered by the Subdivision Committee at the August 13 and September 3, 1998 SDC meetings.

Recommendation: Approval subject to the following conditions of approval:

Conditions of Approval:

1. Planning Commission determination of the requested variances. Refer to the plat for the specific language of the five requested variances.

2. Planning Commission determination of the requested contributions for off-site improvements. At the SDC meeting it was stated that off-site improvements for the entire 309 acres are estimated at $134,000 - $140,000 and that 55% of this will be required for the proposed preliminary plat (phase I).

3. Planning Commission determination of the street construction requirements for this proposed preliminary plat.

   a. The discussion and recommendation from the subdivision committee meeting was that the Developer shall construct, at the developer's expense, two of the proposed four lanes for the Steele and Van Asche Boulevards.

   Please note that the final street section, cost-share and construction for the boulevard and the bridge must be approved by the City Council. Neither staff or the Planning Commission may obligate City funds. It is important to note that neither the current (1998) or the proposed 1999 budgets contain funding for the boulevard or the bridge.

November 2, 1995
Fayetteville Mayor and City Council
Page Two

6. The owners and the City of Fayetteville agree that the City shall deposit excess hillside waste from the construction of Joyce Street extension, to an area within the 100 year flood plain on the NANCHAR and Marjorie Brooks property at no cost to landowners. Location of deposit shall be staked by landowners' engineer.

7. To give a 15 foot easement for a pedestrian/bike path through the designated flood areas of the property adjacent to Mud Creek.

Signatures of the owners acknowledge their agreement to the terms stated herein.

Please call me in the event you have questions or want to discuss the rezoning application.

Thank you for your cooperation.

Sincerely,

THE IRWIN COMPANY

James S. Irwin, MAI
President

JSI:kk

ACKNOWLEDGED:

NANCHAR (Nancy Rubeck) — Date

NANCHAR (Charlotte Steele) — Date

Marjorie Brooks
Marjorie Brooks — Date 11-3-95

PC Appeal
III.B.6

PP 98-4.00
Page 1

PC Meeting of 14 Sept 98

FAYETTEVILLE

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

CMN Business Park II, Phase I

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Dawn Warrick, Jim Beavers
DATE: September 8, 1998

Project: **PP 98-4.00: Preliminary Plat for CMN Business Park II, Phase I** as submitted by Milholland Engineering on behalf of CMN Properties for property located north of Highway 71, east of Gregg and south/southwest of the NW Arkansas Mall. The property is zoned C-1, Neighborhood Commercial, and C-2, Thoroughfare Commercial, and contains approximately 170.89 acres with 11 lots proposed.

Findings:

A. The proposed preliminary plat is 170.89 acres of the total 309 acres which were rezoned in 1995.

B. A portion of the property is located within the Design-Overlay District.

C. The applicant has requested the following waivers (summarized, see specific language on the proposed plat):

1. Defer tree replacement to individual tract developers.
2. Waive the requirement to place existing utilities underground.
3. Waive section 161.07.A.3.c of the grading ordinance and allow cuts within the public ROW and 25 feet adjacent to the ROW.
4. Waive the Master Street Plan requirement for the construction of Shiloh across the southern boundary of proposed lot 7.
5. Waiver to construct the sidewalk on the north side only of Shiloh Drive.

D. There were several meetings and agreements established during the rezoning process.

Sincerely,

Michele A. Harrington
Attorney for CMN Properties, Inc.

MAH/rtv

Attachments: 1995 Letter of Agreement between CMN and City
Staff Recommendations
Escrow Agreement
13 copies of Preliminary Plat, Phase I

cc: Charlotte Steele
Marjorie Brooks
Nancy Rubeck
Mel Milholland
Jim Irwin

The IRWIN Company

A Commercial, Industrial & Investment Real Estate Company

November 2, 1995

Fayetteville Mayor and City Council
Fayetteville, Arkansas

Dear Mayor and Aldermen:

In conjunction with the rezoning of R-95-24, R-95-25, and R-95-25.1, NANCHAR and Marjorie Brooks understand the City of Fayetteville is under no obligation to rezone this property because of any offers to donate property to the City of Fayetteville. However, in light of the proposed use of the property, in order to enhance the aesthetic value of the area to the City of Fayetteville, NANCHAR and Marjorie Brooks would make the following offer in connection with the proposed use:

1. To donate to the City of Fayetteville an 80 foot wide strip of land to be used for Joyce Street extension right of way, extending in an east/west direction across the property involved in the rezoning application.

2. To give a 50 foot temporary construction easement across adjoining land for the construction of the Joyce Street extension.

3. To pay an amount of $160,000 to the City of Fayetteville for the owners' prorata share to construct Joyce Street extension. The City shall pay all other construction costs associated with constructing the Joyce Street extension westward to Gregg Street, which shall contain five lanes from station 14+07 to 27+00, and four lanes from station 13+17 to 14+07. Owners shall have no additional development costs associated with the Joyce Street extension from North College Avenue to Gregg Street.

4. The owners of the property shall construct at owners' expense a 31 foot back to back curb two lane street and bridge from Joyce Street to Shiloh Street (U.S. Highway Bypass frontage road) with an option to construct a 38' back to back curb street. The City, at City's expense, can increase the size of the bridge from two lanes up to five lanes.

5. In the event the owners' sell a part of the entire ownership prior to the construction of the north/south road, all net sale proceeds generated from the sale shall be held in escrow until the north/south street is constructed. The escrowed funds shall be used or applied to the cost of constructing the north/south street. Specific language for the escrow agreement shall be drafted by the Fayetteville City Attorney and the owners' attorney.

   In the event the property is sold in its entirety prior to the construction of the north/south street connecting Joyce and Shiloh, the escrow agreement shall be transferred along with the property to the new owner.

10800 Financial Centre Parkway • Suite 125 • Little Rock, AR 72211 • 501-225-5700 • FAX 501-227-4199
Branch Office: 210 S. Thompson • Suite 1 • Springdale, AR 72764 • 501-872-1000 • FAX 501-756-8861

FILED IN MY OFFICE THIS
_____ DAY OF _____ 19__
_____ City Clerk

PC Appeal
III.B.1

HARRINGTON, MILLER, NEIHOUSE & KRUG

A PROFESSIONAL ASSOCIATION
ATTORNEYS
113 EAST EMMA AVENUE * P.O. BOX 687
SPRINGDALE, ARKANSAS 72765-0687
Telephone (501) 751-6464
Telecopier (501) 751-3715
e-mail address: mail@Arkansaslaw.com

FILED IN MY OFFICE
_____ DAY OF
_____ City Clerk

Michele A. Harrington
Stephen J. Miller
John P. Neihouse, LLM (in Taxation) *
E. Wayne Krug **

* Also licensed in Texas
** Also licensed in Oklahoma

William F. Mertins, Jr.

OF COUNSEL
Stephen D. Stitt

September 18, 1998

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

RE: Appeal of CMN Business Park II, Phase I, Denial by Planning Commission (4-4)

Dear Heather:

Please consider this letter a notice of the my client's appeal to the City Council of the Planning Commission denial of their preliminary plat for CMN Business Park II, Phase I, at the September 14, 1998 Planning Commission meeting. We ask to be included in the agenda for the October 6, 1998 City Council meeting. Mel Milholland, the engineer for CMN Properties, and I, their legal counsel, are representing CMN Properties at this appeal.

The owners wish to build the north-south street (designated as Steele Boulevard), which they agreed to build at the time the City Council rezoned the 309 acres in 1995 (see Nov. 2, 1995 Agreement, which is an attachment hereto). This 170 acre tract of land, Phase I, was planned during the rezoning to provide the 2 lane connector street from Joyce Blvd. south to existing Shiloh Drive, per said agreement. The development of medium to large size commercial tracts by the owners is consistent with the rezoning of the land. The development of each of the 11 individual tracts will be subject to the City's Large Scale Development procedures. Estimated full build out of Phase I is 5-8 years. Please review the attached Preliminary Plat of Phase I (attached hereto), depicting the vicinity map of the entire parcel, and that portion which is designated as Phase I, the plat of which is the subject of this appeal

Post-it Fax Note 7671	Date	# of pages ▶
To	From	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

This appeal is necessary because the denial of the Preliminary Plat was not reasonable in light of the fact that the access requested through a "Controlled Access" right-of- way of the AHTD from the CMN property is not within the power of my clients to obtain, nor does the denial honor my client's agreement with the City dated Nov. 2, 1995, to connect Joyce Boulevard to existing Shiloh Drive.

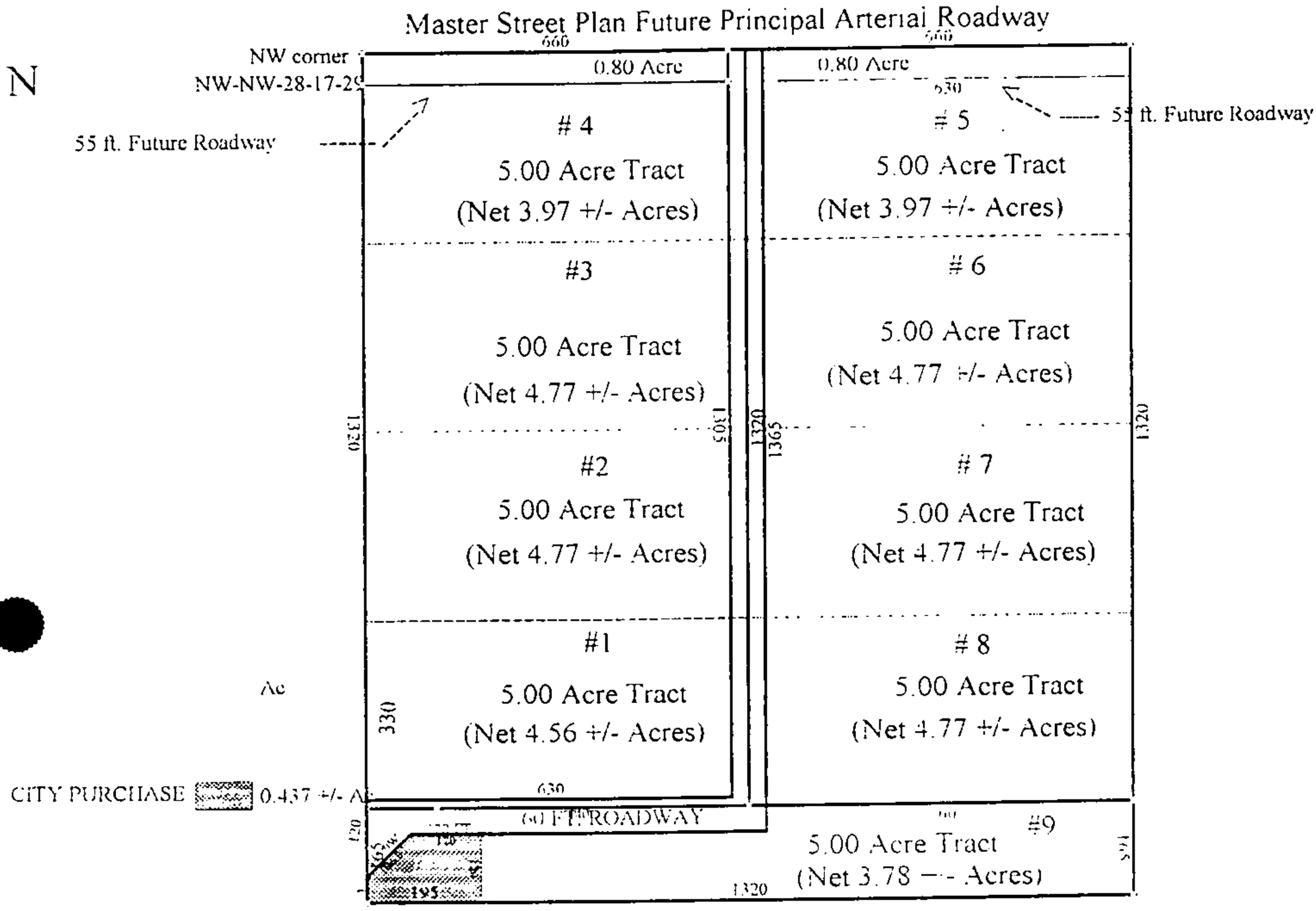
Staff recommendation is in favor of approval of this plat with conditions which were accepted by the landowners with slight modifications agreed upon at the Planning Commission meeting. Charles Venable and Perry Franklin both verified that traffic flow would be sufficiently handled by the street design as presented by the preliminary plat. Traffic studies by Ernie Peters are available at the City Planning Office.

Several of the 4 Commissioners who voted "no" expressed their acceptance of the basic plat as an enhancement to Fayetteville, and it appeared their concern was traffic only. Although the preliminary plat and a professional traffic study had advanced through technical review, 2 subdivision committee reviews, and had the recommendation of approval from the subdivision committee and the staff, plus the favorable comments of Charles Venable, Asst. Public Works Director, and Perry Franklin, the City's Traffic Coordinator, those 4 Commissioners (50% of those present) would not accept these recommendations of approval.

While this appeal is before the City Council, the issue of "Cost Sharing" on the construction of Steele Boulevard and Van Ashe Boulevard, plus the bridge across Mud Creek, should also be addressed. Since this issue involves City funds, the Planning Commission has no authority to decide this issue. The Master Street Plan shows a portion of these roads as a boulevard. CMN is responsible for building the east 2 lanes of the boulevard (28') and one 6' sidewalk, and 2 lanes of the Mud Creek bridge on Steele Boulevard, and the south 2 lanes and one sidewalk of Van Ashe Boulevard to the west boundary of Phase I. We respectfully request the City to participate, under its normal policy for widening 2 lane public streets, on a 50-50 cost-sharing basis with the developer, in the construction of the entire boulevard section to 4 lanes, 2 sidewalks, and a minimum 4 lane bridge. We respectfully request that this construction be funded as soon as possible.

Please place this appeal on the agenda for the next (October 6th) City Council meeting, and send me an agenda. Thank you very much.

Water Booster Station
III.A.70



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY
City Water Booster Station: Revised Basis

SCALE: 1 inch = 300 ft.

CITY BOOSTER STATION

GULLEY ROAD

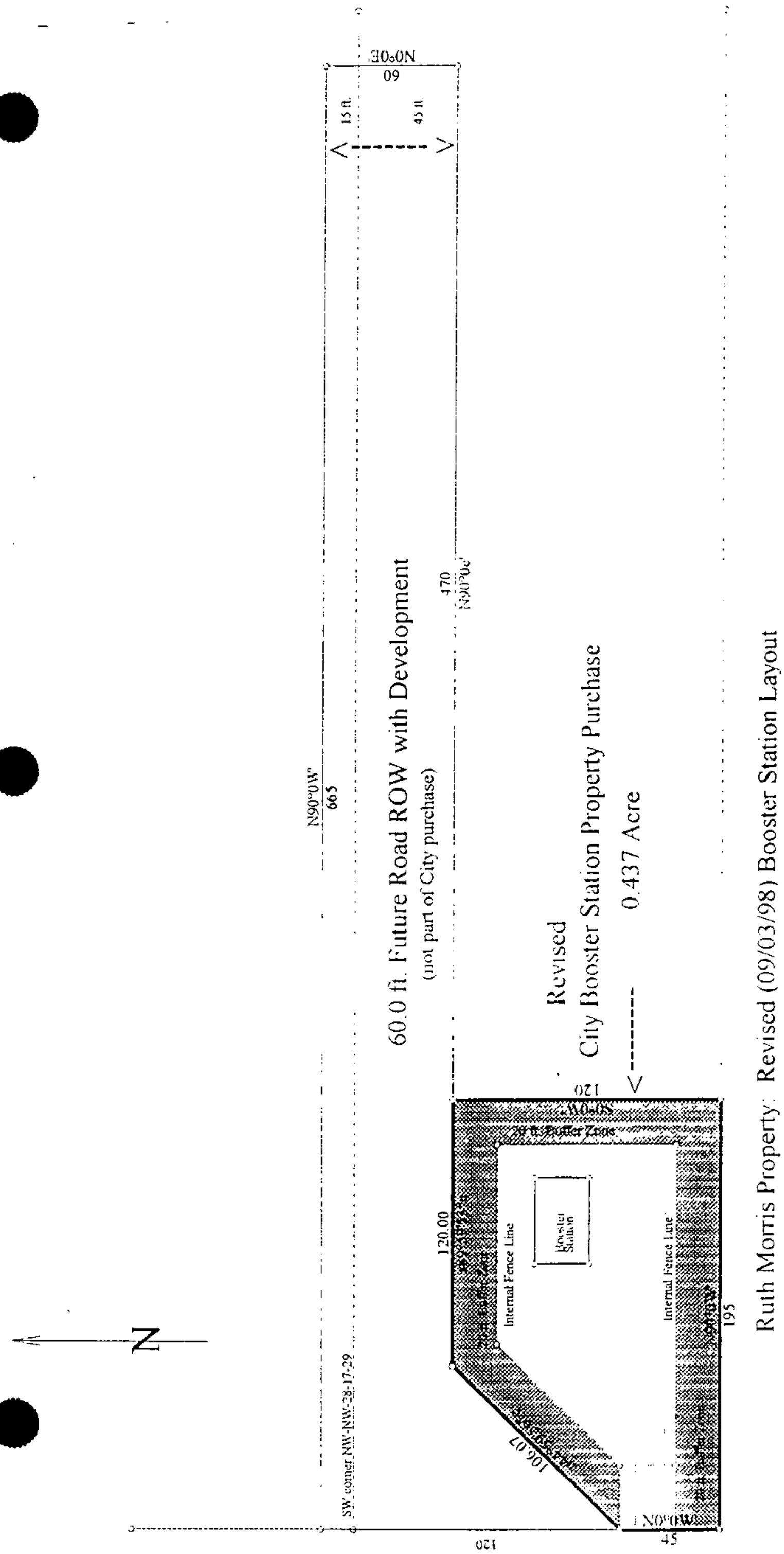
Property Description

Property owned by: Ruth A. Morris

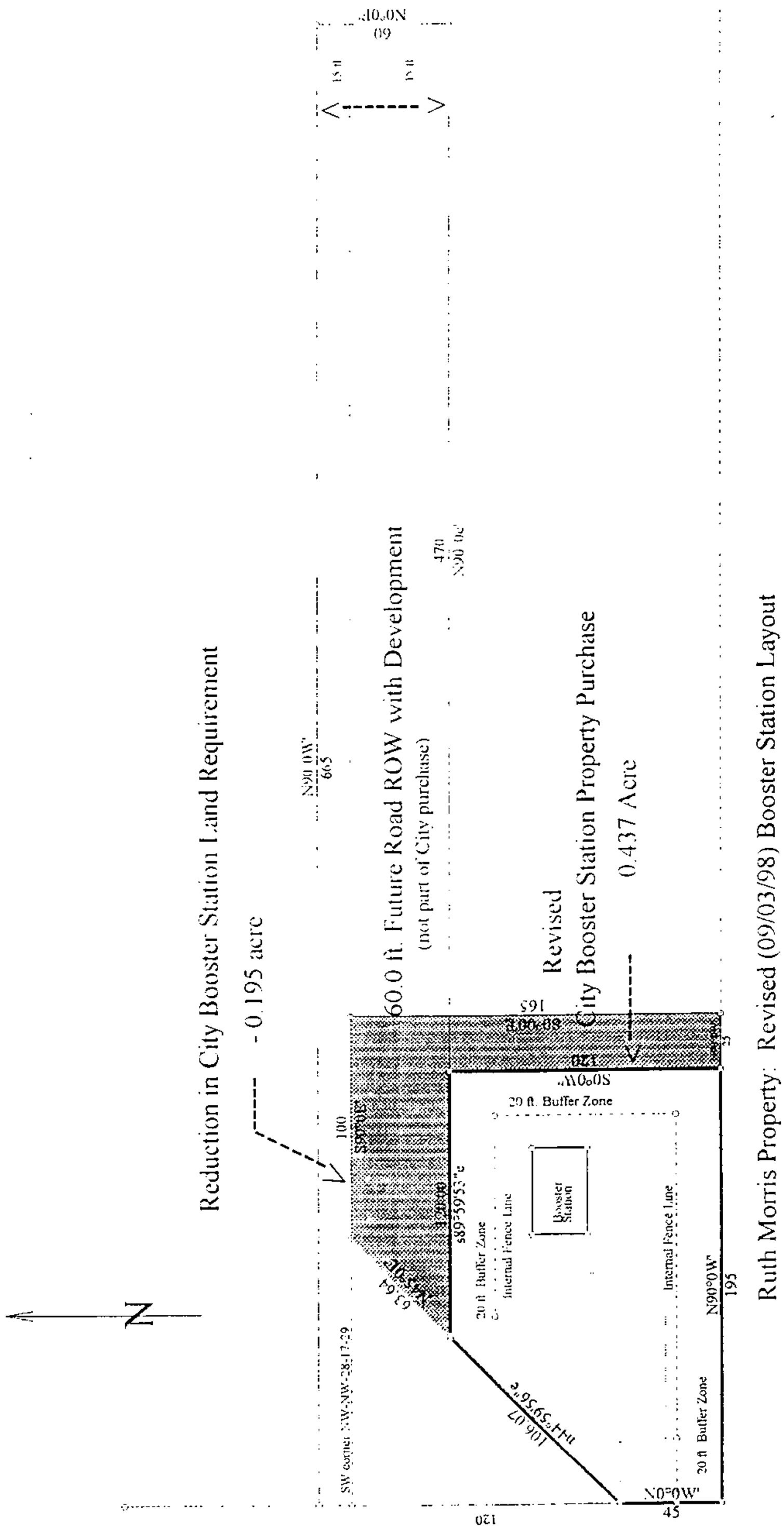
Part of Parcel No. 001-15483-000

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Twenty-nine (29) West of the fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point 120 feet South of the Northwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 28; thence continuing South along the West line of said Section 28 a distance of 45 feet; thence East 195 feet; thence North 120 feet; thence West 120 feet; thence South 45° 00′ 00" West 106.07 feet to the Point of Beginning, containing 0.437 acre, more or less, and being subject to easements and rights of way of record. This description is considered subject to change pending a boundary survey of said land.

Water Booster Station
III.A.68



Ruth Morris Property: Revised (09/03/98) Booster Station Layout


Reduction in City Booster Station Land Requirement
- 0.195 acre
60.0 ft. Future Road ROW with Development
(not part of City purchase)
Revised
City Booster Station Property Purchase
0.437 Acre
Ruth Morris Property: Revised (09/03/98) Booster Station Layout
N90°0'W
665
470
N90°0'W
10.0N
09
20 ft. Buffer Zone
Internal Fence Line
Booster Station
N90°0'W
195
N0°0'W
45
120
100
165
25
SW corner NW-NW-28-17-29

Water Booster Station
III.A.66

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

September 3, 1998

Mr. David B. Horne
Attorney at Law
207 W. Center Street
Fayetteville, AR 72701

RE: City of Fayetteville
Gulley Road Booster Station
Project No. 96055

Dear David:

We are in receipt of your letter dated August 28, 1998 wherein you outlined a number of proposals made by Ms. Morris on the proposed booster station. The City staff has reviewed and given serious consideration to these proposals; our response being as follows:

1. The alternate "North" entry into the booster station will not be used, thus the originally proposed "South" entry will be used.

2. In accordance with Ms. Morris request, a revised scheme is herein proposed (see attached preliminary diagram) wherein the booster station is moved South almost in line with the entry off of Gulley Road. This revised location will result in a reduction of 45 feet off of the North side and 25 feet off of the East side of the originally proposed layout. This revision will eliminate all general utility easements within the acquisition area. By this revision, the acquisition area is reduced by 35%, from 0.67 acre to 0.437 acre. This area is minimum and still have any buffer.

3/4. The City must have a security fence around the facility. This is shown as a "Internal Fence Line" on this attached diagram. The areas outside this internal fence, shown as a shaded area, will be used as a 20 foot buffer or screening area. The City will not agree to a perpetual condition in the deed on the use of the land that is acquired even though it is the intention to maintain such screening areas for this purpose. In accordance with the request of Ms. Morris, the City will install a barb wire fence around the purchased property.

5. The dedication for future roadway purposes will not be part of this transaction

6. The City's previous offer of $31,000 for 0.67 acre was based upon the following:

0.67 acre @ $13,000±/Ac=	$ 9,000
Severance Damages to Remainder	$ 22,000
Total Compensation	$ 31,000

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

The City recently purchased land along Gulley Road for water storage tank purposes. This was prime land and the City paid the appraised value of $20,000 per acre. As an effort to reach an agreement for the purpose of this booster station land, the City is willing to pay an equivalent amount of $20,000/acre for this land as well. The severance damages to the remainder ($500.00/ac) would only change slightly.

0.437 Acre @ $20,000/Ac=	$ 8,750
Severance Damages to Remainder	
44.563 Ac @ $500.00/Ac=	$ 22,300
Total Compensation	$ 31,050

The above offer represents an amount slightly above fair market value. The use of public funds require that just compensation be made based on fair market value. In addition to the above, the City is willing to cover your fees as her attorney, through payment to Ms. Morris, relative to this land acquisition. We would appreciate your fixed cost for these services. This offer, if accepted, is contingent upon the approval of the Fayetteville City Council.

The City further agrees to cover all expenses involved in obtaining the associated lot split from county and city agencies, if necessary. These fees and expense, including a survey of the property to be acquired, will be paid directly by the City. Included is a detail drawing of the exterior of the proposed booster station.

Once we have reached agreement on all of the parameters of this acquisition, the City will prepare the appropriate *Offer and Acceptance* document, as well as the documentation necessary for the transaction itself. The request for City Council condemnation approval is to be delayed until October 6, 1998.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/edc

cc: Ms. Ruth Morris

Water Booster Station
III.A.64

KINCAID, HORNE & TRUMBO
ATTORNEYS AT LAW
WALKER-STONE HOUSE
107 W. CENTER
FAYETTEVILLE, ARKANSAS 72701

DAVID B. HORNE
BASS TRUMBO

OF COUNSEL
HUGH R. KINCAID
WARREN E. BANKS
(1929-1987)

TELEPHONE: (501) 521-7050
FAX: (501) 521-7052

August 28, 1998

Mr. Edward D. Connell
City Land Agent
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: City of Fayetteville
Gulley Road Water Line Lift Station
City Project No. 96055

Dear Ed:

As I indicated to you by telephone yesterday, Ruth Morris would like to continue her negotiations with you, to determine whether some modifications can be made from your proposal that might be more satisfactory to her. She would propose the following:

1. That the South entry you proposed be used and not the second alternative to the North.

2. The size of acreage to be taken be reduced by moving the booster station South near the South 20 foot easement setback line. (I understand the line would be fenced).

3. Then the North fence line be moved South approximately 70 feet to reduce the size of the booster station taking.

4. That a condition to any deed or agreement be that regarding the 20 foot easements that no trees to be taken from them at any time, so as to retain complete coverage there screening the booster station from the property on all sides.

5. That the 55 foot road dedication (.80 acres off of proposed lots #4 and #5 be eliminated from proposed alternative".

6. Finally, considering the taking and damage to the remainder of the property owned by Ms. Morris, she would want a significantly greater sum than the $31,000.00 proposed.

In regard to your proposed offer and acceptance contract, it should be modified to incorporate the above changes.

In addition, we would want the City to include in the contract that the plat plan you submitted to Ms. Morris would be taken by the City at its expense, through approval by the required agencies, including the City and County Planning Commission, to secure the necessary lot split and all legal approval in a way that would keep the plan as modified above intact.

Sincerely,

David Horne

DBH/csh
cc: Ms. Ruth Morris

DEPARTMENTAL CORRESPONDENCE

September 22, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Donald R. Bunn, City Engineer

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Property Condemnation

Since our memorandum of July 29, 1998 on the subject, certain discussions have transpired between the city and property owner, Ms. Ruth Morris and her attorney, David Horne, with regard to trying to reach a settlement on the acquisition of this property for the installation of a booster station facility. While some small progress has been made, there still remains a large difference between the parties. This project is ready to go to bid and any further delay will put the project in the middle of winter/spring.

Over the past two months, Ms. Morris has had a number of meetings with her attorney as well as members of the City staff on the subject. Whereas she has reluctantly concluded that the facility will be located on this property, she has placed a price of $150,000 as severance damages on the remainder versus the $22,000 offered by the city. The attached letter, dated August 28, 1998, from Mr. Horne outlines some proposals of Ms. Morris. The city made some changes and modifications as presented in our letter dated September 3, 1998.

Primary among the changes was a reduction in the size of the parcel to be acquired, going from 0.67 acre to 0.437 acre. This reduction is shown pictorially in the attached diagrams. The reduction in the amount of land required resulted in the elimination of general utility easements around the perimeter of the proposed facility. The reduction further reduced the amount of screening/buffer to a bare minimum. The city further increased the value of land from $13,000 per acre to $20,000 per acre, however, the overall compensation was not altered from our previous offer due to the reduction in land to be acquired.

At this point in time, we have not heard from Ms. Morris nor Mr. Horne. As these discussions have lasted for about 10 months now and the project is ready to go, it is imperative that the City get possession of the land as soon as feasible and let the courts determine the value of such acquisition. It is herein recommended that condemnation on this property be modified from the 0.67 acre tract to the 0.44 acre tract. Attached is a description for the latter tract.

Water Booster Station
III.A.63

STAFF REVIEW FORM

REVISED
9-22-98

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~August 18, 1998~~ Oct 6, 1998

FROM:

Ed Conneil — Name
Engineering — Division
Public Works — Department

ACTION REQUIRED: Approval of resoultion authorizing City Attorney to seek court authorized possession of 0.44 ~~0.67~~ acre of land owned by Ruth A. Morris located in the SW¼-NW¼-28-17-29 for the purpose of constructing a water booster station thereon.

COST TO CITY:

$ 33,000 — Cost of this Request	$ 2,250,000 — Category/Project Budget	Hyw 45 Pump Sta & Elev. Tanks — Category/Project Name
5400-5600-5808.00 — Account Number	$ 234,581 — Funds Used To Date	Program Name
98044-0030 — Project Number	$ 2,015,419 — Remaining Balance	Water & Sewer — Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager — Date — Internal Auditor — Date

City Attorney — Date — ADA Coordinator — Date

Purchasing Officer — Date

STAFF RECOMMENDATION: Staff recommends approval as this property best meets the requirements of the City and will provide maximum screening and buffer from the neighbors. Property owner has declined to negotiate with City relative to this acquisition. It is opinion of the staff that the existing frontage on this property can only be used as entry into the 45 acre tract and the city is requesting to utilize/purchase only 27% of that frontage (45 feet out of 165 feet). City has reduced the size of land requirement, however, Mrs. Morris has put a value of $150,000 as damages to the rest of her property.

Division Head — Date
Department Director — Date 24 SEPT 98

Cross Reference

New Item: Yes X No ___

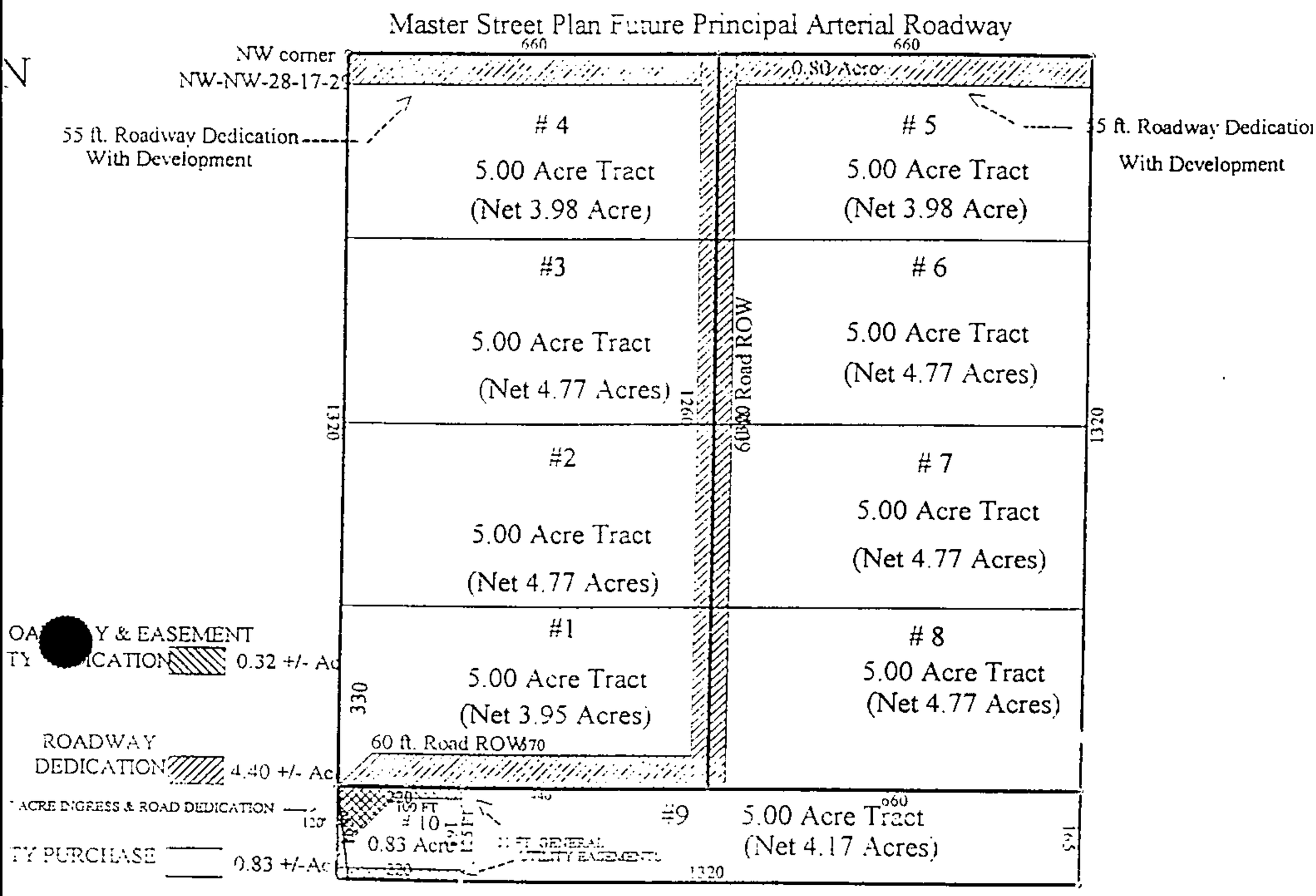
Administrative Services Director — Date

Prev Ord/Res #: ___

Mayor — Date

Orig Contract Date: ___

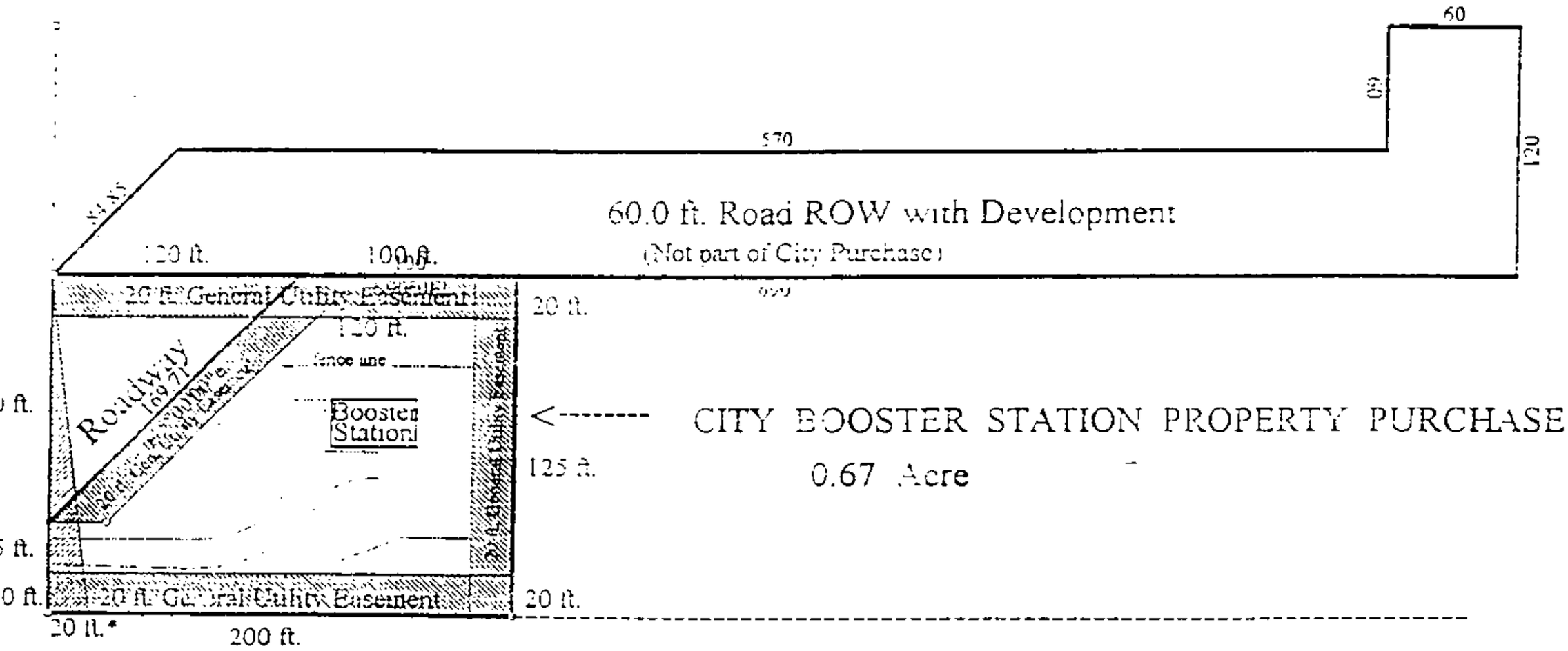
Water Booster Station
III.A.60



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

ALTERNATE # A

SCALE: 1 inch = 300 ft.



<------- CITY BOOSTER STATION PROPERTY PURCHASE

0.67 Acre

Land Sale No. Four

Grantor:	James and Sue Miller
Grantee:	Ron and Blake Childers
Address:	5351 Mission, Fayetteville, Arkansas
Legal Description:	Part of the NE¼ of the SW¼ of Section 33, Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	05/07/97
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 29665
County:	Washington
Sales Price:	$133,000
Verified By:	David Mix of Dykes, Bassett & Mix
Terms:	Cash to seller
Indicated Price:	$16,646 per acre
Dimensions:	Irregular shape
Size:	7.99 acres
Zoning:	None
Utilities:	Electricity, water, phone and gas
Topography:	Average
Visibility:	Good
Access:	Private drive off 45
Corner Influence:	No
Comments:	Situated south of State 45; Residential Homesite

Land Sale No. Five

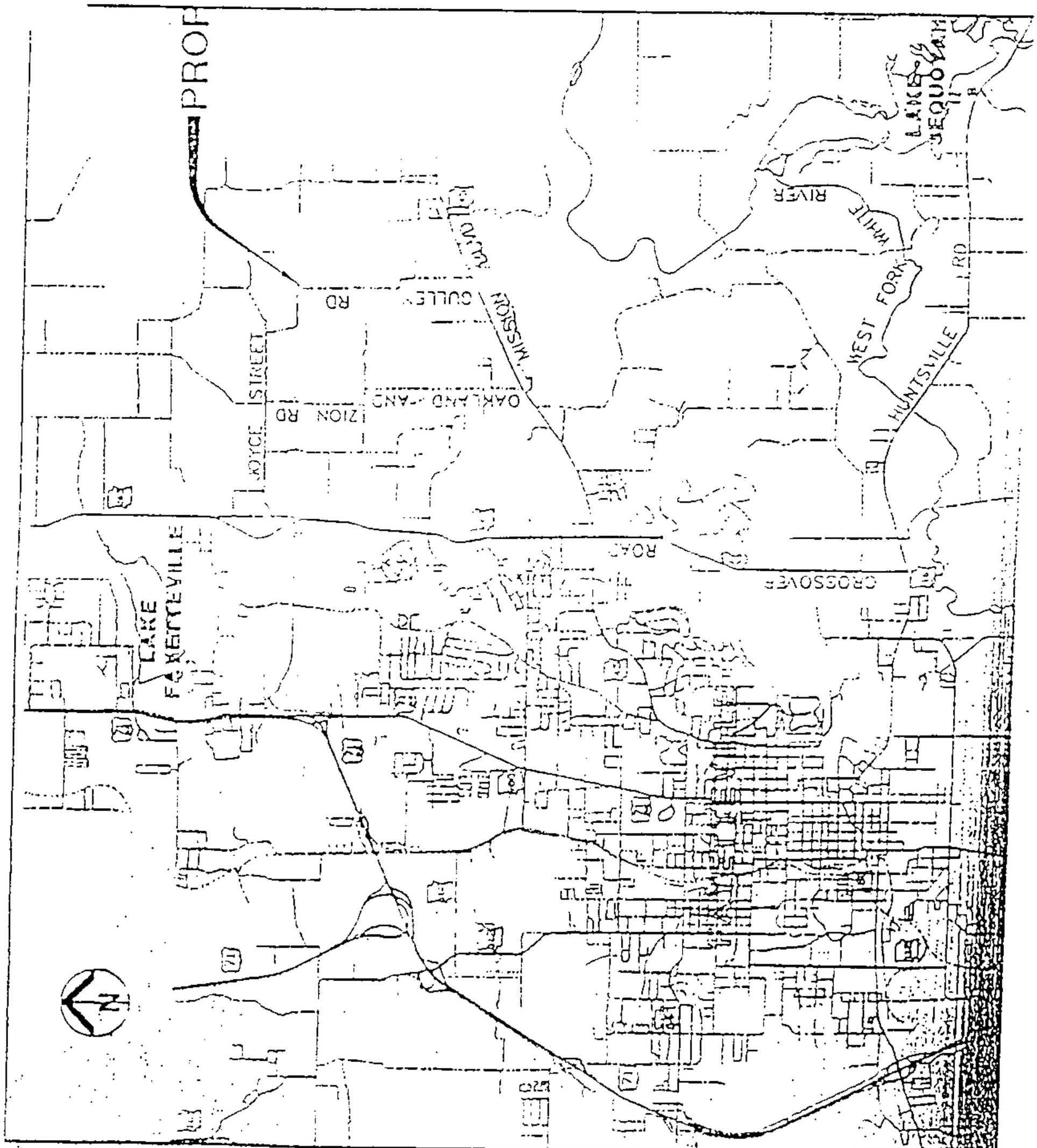
Grantor:	Ernest and Carol Stanberry
Grantee:	Roman Catholic Diocese of Little Rock
Address:	Starr Road, Fayetteville, Arkansas
Legal Description:	Part of the SW¼ of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	05/13/97
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 30908
County:	Washington
Sales Price:	$415,000
Verified By:	Judy Bullington
Terms:	Cash to seller
Indicated Price:	$22,445 per acre
Dimensions:	Irregular shape
Size:	18.49 acres
Zoning:	Unzoned
Utilities:	Electricity, water, sewer, gas
Topography:	Gently undulating to mildly sloping
Visibility:	Average
Access:	Along Starr Road (also from Barrington Place S/D)
Corner Influence:	No

Comments: Purchased for future church expansion plans. This price appears to be over the market for this type of land. Sewer line easement included in the price. However, the city will require annexation in order to connect.

Land Sale No. Six

Grantor:	Tuckaway, Inc.
Grantee:	James L. & Betty M. Gaddy
Address:	West side of Gulley Road, Fayetteville, Arkansas
Legal Description:	Part of the NE¼ of the NE¼ of Section 32 and Part of the NW¼ of the NW¼ of Section 33; All in Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	October 23, 1997
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 073649
County:	Washington
Sales Price:	$301,000
Verified By:	Public Records
Terms:	Believed to be cash equivalent
Indicated Price:	$17,664 per acre
Dimensions:	Irregular shape
Size:	17.04± acres
Zoning:	None
Utilities:	Electricity, water, gas, telephone
Topography:	Gently rolling/sloping
Visibility:	Average
Access:	Along Gulley Road
Corner Influence:	Private drive and Gulley Road on north
Comments:	Situated on the west side of Gulley Road approximately ½± mile north of State Highway 45; Gulley Road makes turn to the west and also runs along a part of the north property boundary. This property is a potential residential homesite(s).

PROPOSED BOOSTER STATION



Land Sale No. Two

Grantor:	Mike G. and Brenda J. Price
Grantee:	Mel Blackwood
Address:	Just off Highway 45 East, 2810 Hidden Springs Drive, Fayetteville, Arkansas
Legal Description:	Part of the SE¼ of the NE¼ and Part of the NE¼ of the SE¼ of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas. Also known as Part of Tract 6, Heather Heights.
Date Of Sale:	02/16/96
Instrument:	Warranty Deed
Recorded:	Book 96 at Page 9513
County:	Washington
Sales Price:	$87,500
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$17,396 per acre
Dimensions:	Irregular shape
Size:	5.03 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750' north of Highway 45; Purchased for construction of a "country estate" type home.

Land Sale No. Three

Grantor:	Niblock and Partners, a General Partnership
Grantee:	Ben and Lois Caston Sr. and Ben and Li Caston Jr.
Address:	Fox Hunter Road, Fayetteville, Arkansas 72701
Legal Description:	Part of the East Half of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	01/14/1994
Instrument:	Warranty Deed
Recorded:	Book 94 at Page 4191
County:	Washington
Sales Price:	$936,000.00
Verified By:	Ben Caston, Jr.
Terms:	Cash to sellers
Indicated Price:	$12,124 per acre
Dimensions:	Irregular in shape
Size:	77.29 acres
Zoning:	R-1
Utilities:	Electricity, water, sewer, gas
Topography:	Gently sloping to moderately rolling
Visibility:	Average
Access:	From Fox Hunter Road
Corner Influence:	No
Comments:	Currently platted and being developed as Barrington Parke, Phase I and Phase II

III.A.52 Water Booster Station

Ownership Record and Description

Name : MORRIS, RUTH
951 BOWEN
PEA RIDGE AR 72751

Type : AV Agri.Vac

Addition: T17 R29
Lot :
Block:
Neigh.: 90270
School : 010 FAYETTEVILLE SCHOOLS
City : RURAL
S-T-R : 28-17-29
Acres: 25.000
Timber: 25
Location:
Old Prcl: 107109-000-00
Map:
Legal : W/2 NW NW 20.00AC PT SW NW 5.00AC

Trend	Street	Utilities	Topography	Landscaping
Improving	Concrete	No Water	High	Excellent
Static	Asphalt	No Sewer	Low	Good
Declining	ChatSeal	No Gas	Rough	Average
New	Gravel	No Elec	Flat	Poor
Old	Dirt	No Telep	Sloping	None

Building Permit Record

Date	Amount	Purpose

Ownership Record

Date	Book	Page	Amount	Remarks
1/01/1985				

Appraisal Summary

Year	1990	1996	1997	20%
Land	2,450	2,450	1,800	36
Bldgs				
Total	2,450	2,450	1,800	36

Review Record

Date	By	Reason
7/15/1997	PRS	RV Reval.
1/01/1990		

Assessment Reco.

Date	7/15/1997
Land	360
Bldgs	
Total	360
Date	1/01/1990
Land	490
Bldgs	
Total	490
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
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Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	

Land Record and Computation of Value

Use	Loc.	S#	Acres	Code	Price	Total	Use	Loc.	S#	Acres	Code	Price	Total
Timber	NW		17.000	09	75.00	1,275	Timber	NW		4.000	15	65.00	260
Timber	NW		4.000	17	65.00	260							
Total			25.000			1,800							

Land Sale No. One

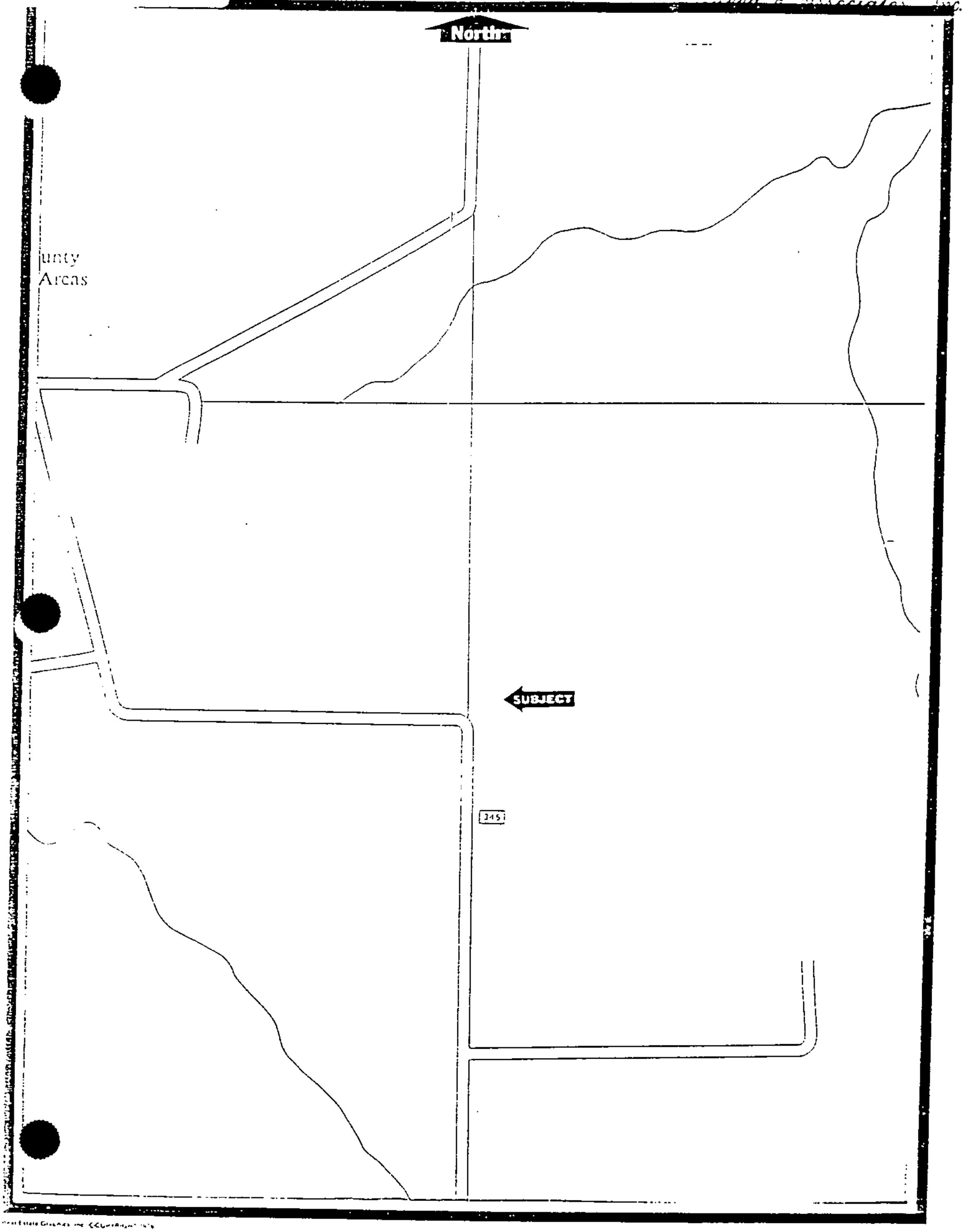
Grantor:	Mike G. and Brenda J. Price
Grantee:	Neal A. Carter
Address:	Just off Highway 45 East, Fayetteville, Arkansas
Legal Description:	Part of the SE¼ of the NE¼ and Part of the NE¼ of the SE¼ of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	11/12/96
Instrument:	Warranty Deed
Recorded:	Book 96 at Page 71080
County:	Washington
Sales Price:	$87,500
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$16,144 per acre
Dimensions:	Irregular shape
Size:	5.42 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750' north of Highway 45; Purchased for construction of a "country estate" type home.

Water Booster Station
III.A.50

Flood Zone Map

#05143C0101 C 9/18/91

Reed & Associates, Inc.



Name : MORRIS, RUTH ALENA
951 BOWEN
PEA RIDGE AR 72751

Type : AV Agri.Vac

Addition: T17 R29
Lot : Block: Neigh.: 90270
School : 010 FAYETTEVILLE SCHOOLS
City : RURAL
S-T-R : 28-17-29 Acres: 20.000 Timber: 20
Location:
Old Prcl: 107108-000-00 Map:
Legal : E/2 NW NW 20.00AC

Year	1990	1996	1997	20%
Land	1,500	1,500	1,350	270
Bldgs				
Total	1,500	1,500	1,350	270

Trend	Street	Utilities	Topography	Landscaping
Improving	Concrete	No Water	High	Excellent
Static	Asphalt	No Sewer	Low	Good
Declining	ChatSeal	No Gas	Rough	Average
New	Gravel	No Elec	Flat	Poor
Old	Dirt	No Telep	Sloping	None

Building Permit Record

Date	Amount	Purpose

Ownership Record

Date	Book	Page	Amount	Remarks
1/01/1985	600	65		

Review Record

Date	By	Reason
7/15/1997	PRS	RV Reval.
1/01/1990		

Assessment Record

Date	7/15/1997
Land	270
Bldgs	
Total	270
Date	1/01/1990
Land	300
Bldgs	
Total	300
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
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Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	

Land Record and Computation of Value

Use	Loc.	S#	Acres	Code	Price	Total	Use	Loc.	S#	Acres	Code	Price	Total
Timber	NW		3.000	09	75.00	225	Timber	NW		17.000	17	65.00	1,105
Total			20.000			1,350							

BOOK 000 PAGE 65

WARRANTY DEED

ith relinquishment of dower and homestead

MEN BY THESE PRESENTS:

Harold Millsap
E. Millsap, his wife

FILED FOR RECORD
1963 SEP -3 PM 3:07
WASHINGTON COUNTY, ARK.
Do not write in this space.

CIRCUIT CLERK

nsideration of the sum of $1.00 and other good
able consideration
n hand paid by Ruth Alena Morris, a
erson,

ant, bargain and sell unto the said Ruth Alena
er

igns, the following described land, situate in
Washington County, State of Arkansas, to-wit:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 28 in Township 17 North of Range 29 West.

AND TO HOLD the said lands and appurtennnces thereunto belonging unto the said Ruth
is, her
ns, forever. And we , the said Harold Millsap and Velma E. Millsap, his

at that we are lawfully seized of said land and premises; that the same is unincumbered, and we
arrant and defend the title to the said lands against all legal claims whatever.
said ~~wife of~~
ion ~~of said sum of money, do hereby release and relinquish unto the said~~
~~right, title and dower and convey my homestead in and to said lands.~~
our hands and seals on this 10th day of May 1963.

Harold Millsap [Seal]

TO HOLD the said lands and appurtenances thereunto belonging unto the said Ruth
her
forever. And we , the said Harold Millsap and Velma E. Millsap, his

we are lawfully seized of said land and premises; that the same is unincumbered, and
and defend the title to the said lands against all legal claims whatever.

~~wife of~~

~~said sum of money, do hereby release and relinquish unto the said~~

~~title and dower and convey my homestead in and to said lands.~~

our hands and seals on this 10th day of May 1963

Harold Millsap [Seal]

Velma E. Millsap [Seal]

[Seal]

ACKNOWLEDGMENT

SAS
}ss.
GTON

ED, That on this day came before the undersigned, a Notary Public
within and for the County aforesaid, duly commissioned and ac-
llsap and Velma E. Millsap, his wife,
the Grantors in the foregoing Deed, and stated that they
me for the consideration and purposes therein mentioned and set forth.
and seal as such Notary Public this 10th day of
May 1963 .
res

Judith Ann Martin
Notary Public

prepared by Lewis D. Jones, Attorney at Law, Fayetteville, Arkansas.

Qualifications, cont'd.

REFERENCES

Jack Erisman, Executive Vice President, First National Bank of Springdale, Arkansas - 750-5500
Buddy Philpot, President & CEO, Springdale Bank & Trust, Springdale, Arkansas - 756-7000
Don Gibson, Executive Vice President Retail, NationsBank, Springdale, Arkansas - 872-4000

QUALIFICATIONS OF TOM REED

EDUCATIONAL BACKGROUND AND TRAINING

B.S.B.A. in Finance/Real Estate-University of Arkansas. 5-73
Masters in Business Administration-University of Arkansas - 5-78
The following courses and/or exams given by The American Institute of Real Estate Appraisers and the Appraisal Institute have been successfully completed:
Exam 8 (Residential Valuation) - 1976
Exam 1A (Real Estate Appraisal Principles and Basic Valuation Procedures) - 1977
Exam 2-3 (Standards of Professional Practice) - 1982 & 1991
Exams 1B-A & 1B-B (Capitalization Theory & Techniques) - 1984
Exam 2-1 (Case Studies in Real Estate Valuation) - 1984
Course 2-2 (Valuation Analysis and Report Writing) - 1987
Exam 1A-1 (Real Estate Appraisal Principles) - 1988
Exam 1A-2 (Basic Valuation Procedures) - 1988
Additional appraisal courses successfully completed include: Farm Manager and Rural Appraisal Course sponsored by The American Society of Farm Managers and Rural Appraisers -1976

PROFESSIONAL EXPERIENCE

President of Reed & Associates. Inc. - Real Estate Appraisal Company located at 210 South Thompson. Suite 1. Springdale. Arkansas
Employed in the Real Estates Appraisal Profession since January. 1974 and with Reed & Associates since its inception in July. 1979
Irwin Company - Licensed Broker

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

Arkansas Real Estate Salesperson's License - 1972
Arkansas Real Estate Broker's License - 1979
National Association of Realtors
Arkansas Realtors Association - GRI
- District 3 Vice-President (1985)
- Board of Directors (1987-1989)

Board of Realtors
- Metro Area (Springdale President-1984)
- Rogers-Affiliate Membership

Ozark Mountain chapter of The Appraisal Institute (President - 1992)
Member of the Appraisal Institute - #M7987
State Certified General Appraiser - Arkansas - CG0217
State Certified General Appraiser - Missouri - RA002568

CLIENTELE

FAA Dept. of Transportation-Southwest Region - Ft. Worth. Texas
National Park Service - Harrison. Arkansas
Federal Housing Administration - Little Rock. Arkansas

Farmers Home Administration - Little Rock, Arkansas
Federal Deposit Insurance Corporation
Resolution Trust Corporation
Veteran's Administration - Little Rock, Arkansas
Corps of Engineers - Little Rock, Arkansas & Vicksburg, Mississippi Districts
Cities of: Pea Ridge, Springdale, Fayetteville, Harrison, Bentonville, Mountain Home, Gravette, Rogers, Searcy, Mena, Etc.
First National Bank - Springdale, Arkansas
NationsBank - Springdale, Fayetteville and Rogers, Arkansas; Springfield, Missouri
Springdale Bank & Trust - Springdale, Arkansas
United Bank - Springdale, Arkansas
First National Bank - Rogers, Arkansas
McIlroy Bank - Fayetteville, Arkansas
Simmons First National Bank - Springdale, Arkansas
First Financial Bank - Springdale, Arkansas
Bank of Bentonville - Bentonville, Arkansas
Citizens Bank of Northwest Arkansas - Fayetteville, Arkansas
Bank of Eureka Springs - Eureka Springs, Arkansas
Other Banks - States of Arkansas, Missouri & Oklahoma
Mortgage Companies - Springdale, Fayetteville Rogers and Little Rock, Arkansas
Various Individuals, Attorneys, Water Authorities, Corporations, Etc.
Relocation Companies
Mass Appraisal for Property Tax Purposes: Baxter, Boone & Carroll Counties in Arkansas

COURT TESTIMONY

Circuit Court - Harrison, Fayetteville, Bentonville, Berryville, Eureka Springs, Mt. Home, Fort Smith, Mena and Searcy, Arkansas
Federal Court - Harrison, Fayetteville, & Fort Smith, Arkansas
Chancery Court - Harrison & Fayetteville, Arkansas

APPRAISAL SEMINARS - 1996

How-to's of Marketing Strategy With USPAP Considerations & State Of The Industry Address - Appraisal Institute - Ozark Mountain Chapter - Springfield, Missouri - March, 1996
Third Annual Arkansas Appraiser Licensing And Certification Board Continuing Education Seminar - Arkansas Appraiser Licensing & Certification Board - Little Rock, Arkansas - April, 1996
Standards Of Professional Practice, Part A (USPAP) - Appraisal Institute - Tulsa, Oklahoma - September, 1996
Standards Of Professional Practice, Part B - Appraisal Institute - Tulsa, Oklahoma - September, 1996

APPRAISAL SEMINARS - 1997

FHA 203 (k) - Arkansas Chapter Appraisal Institute, Little Rock, Arkansas - April, 1997
The High-Tech Appraisal Office - Arkansas Chapter Of The Appraisal Institute - April, 1997

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers' file. The information contained in this report is specific to the needs to the client and for the intended in this report. The appraisers are not responsible for unauthorized use of this report.

2. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and merchantable unless otherwise stated.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

4. Responsible ownership and competent property management are assumed.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

12. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

This appraisal report has been made with the following general limiting conditions.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

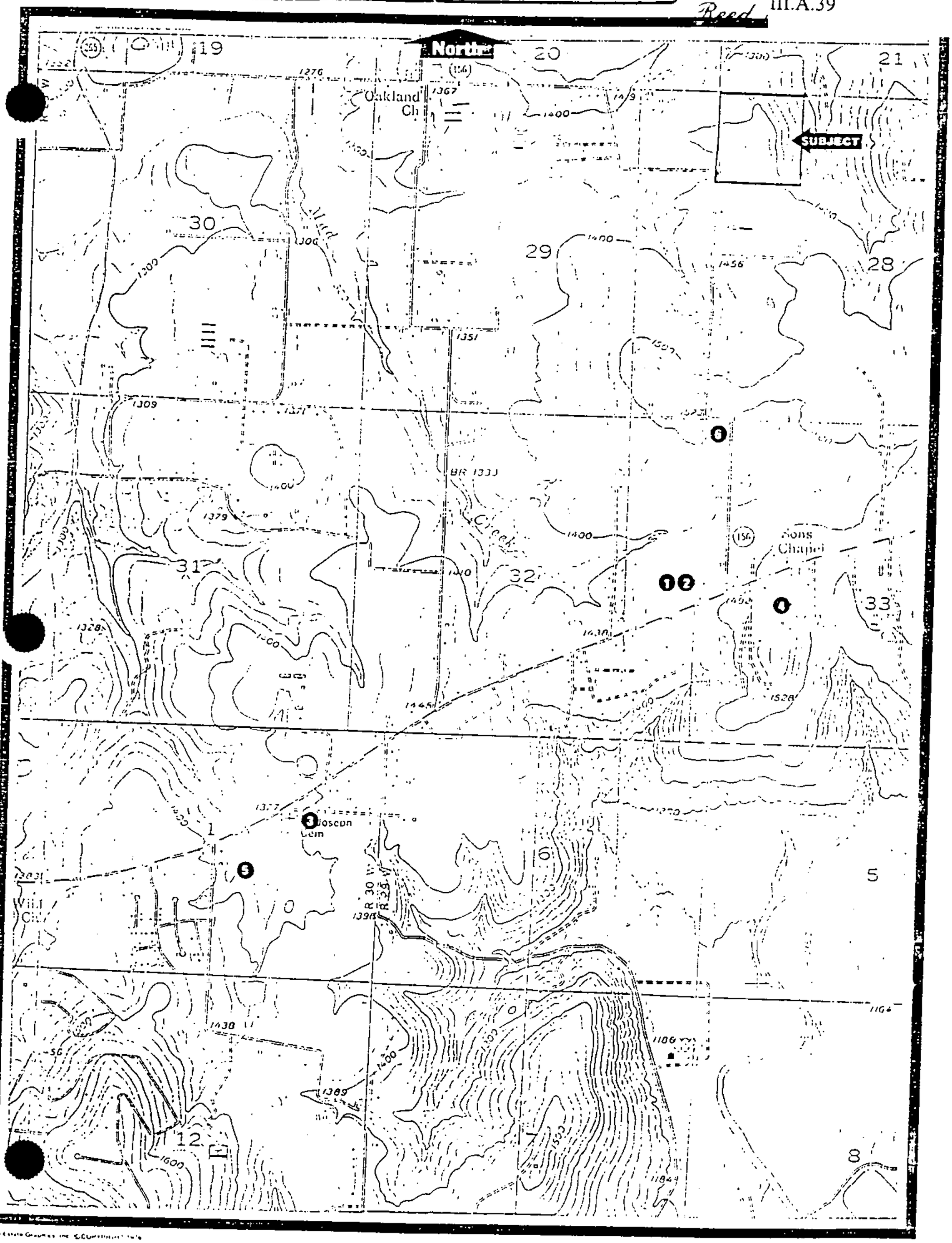
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

Comparable Land Sales

Water Booster Station
III.A.39



CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Tom Reed, have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Tom Reed, have completed the requirements of the continuing education program of the Appraisal Institute.

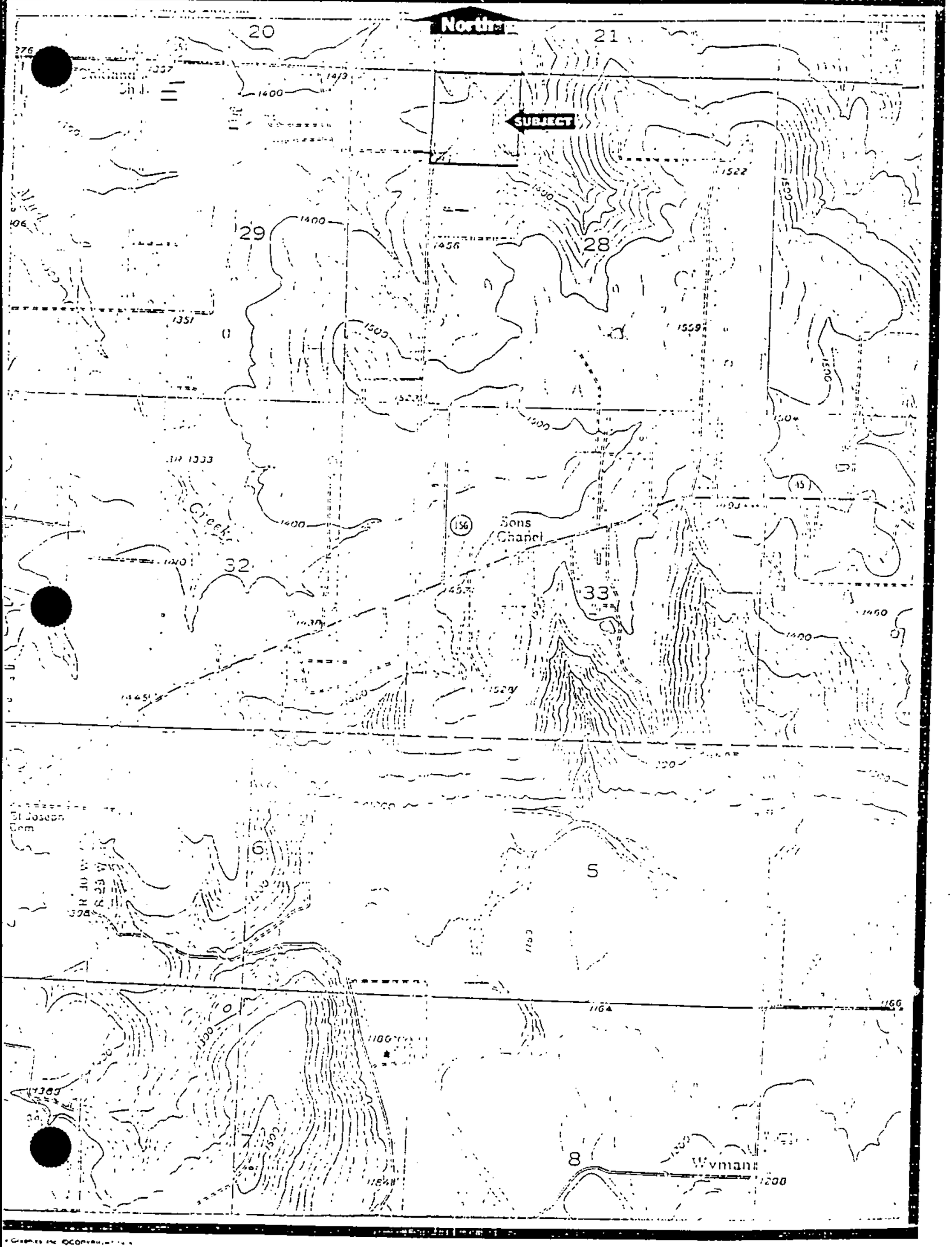
Respectfully submitted,

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

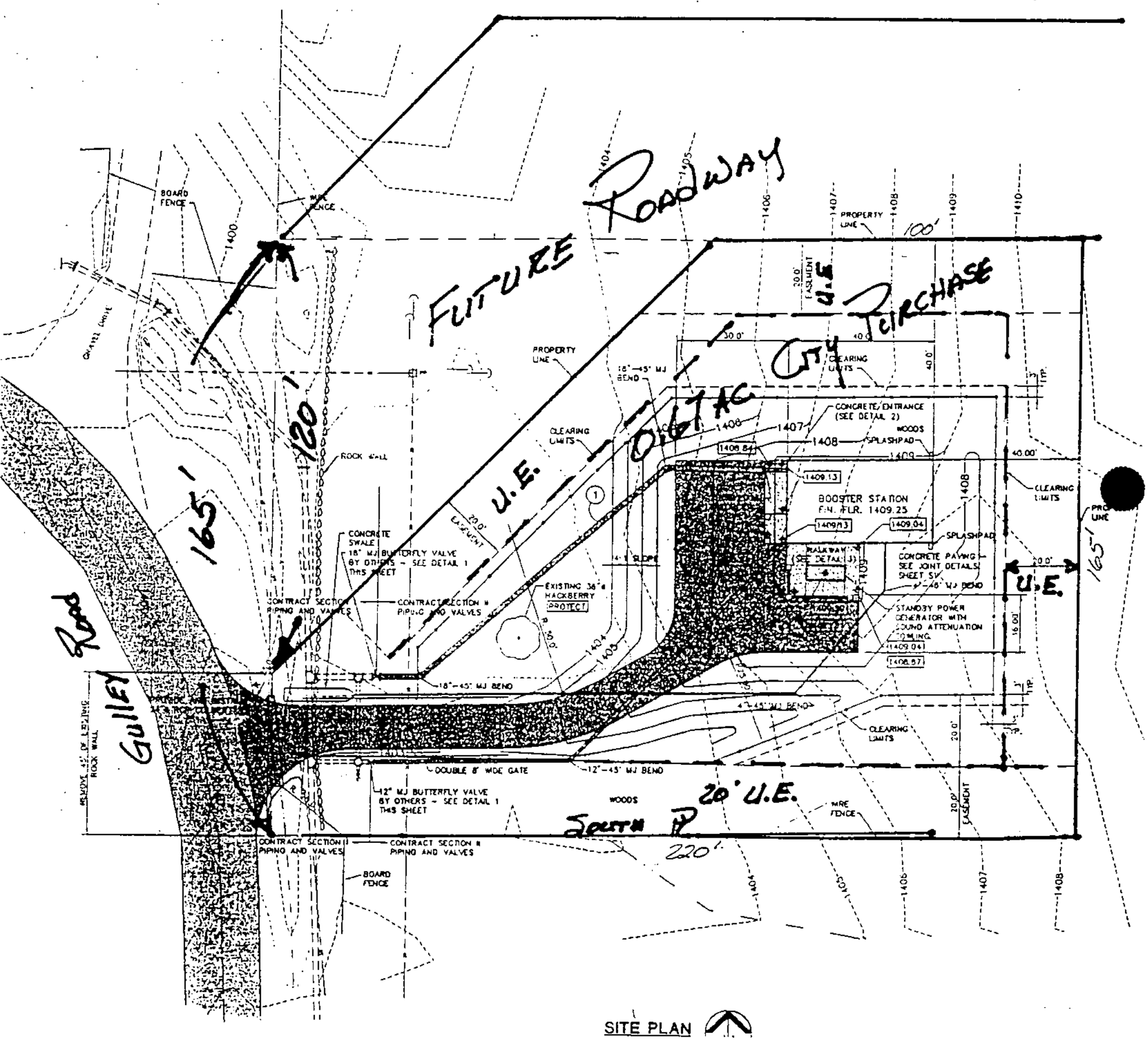
ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

Location Map

Reed & Associates Inc



Ruth Morris - Prairie Grove


Roadway
FUTURE
PURCHASE
CITY
0.67 AC
U.E.
165'
120'
Road
Gulley
20' U.E.
South
220'
BOARD FENCE
WIRE FENCE
PROPERTY LINE
100'
20.0' EASEMENT
CLEARING LIMITS
CONCRETE ENTRANCE (SEE DETAIL 2)
WOODS
SPLASHPAD
BOOSTER STATION
F.H. FLR. 1409.25
CONCRETE PAVING - SEE JOINT DETAILS SHEET S1
STANDBY POWER GENERATOR WITH SOUND ATTENUATION HOUSING
ROCK WALL
CONCRETE SWALE
18" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
CONTRACT SECTION I PIPING AND VALVES
CONTRACT SECTION II PIPING AND VALVES
EXISTING 36" HACKBERRY PROTECT
18"-45° MJ BEND
4"-45° MJ BEND
DOUBLE 8' WIDE GATE
12"-45° MJ BEND
12" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
1404
1405
1406
1407
1408
1409
1410

SITE PLAN

Subject Photographs, cont'd.

Central Part Of Property – Looking Southerly

Central Part Of Property – Looking Easterly

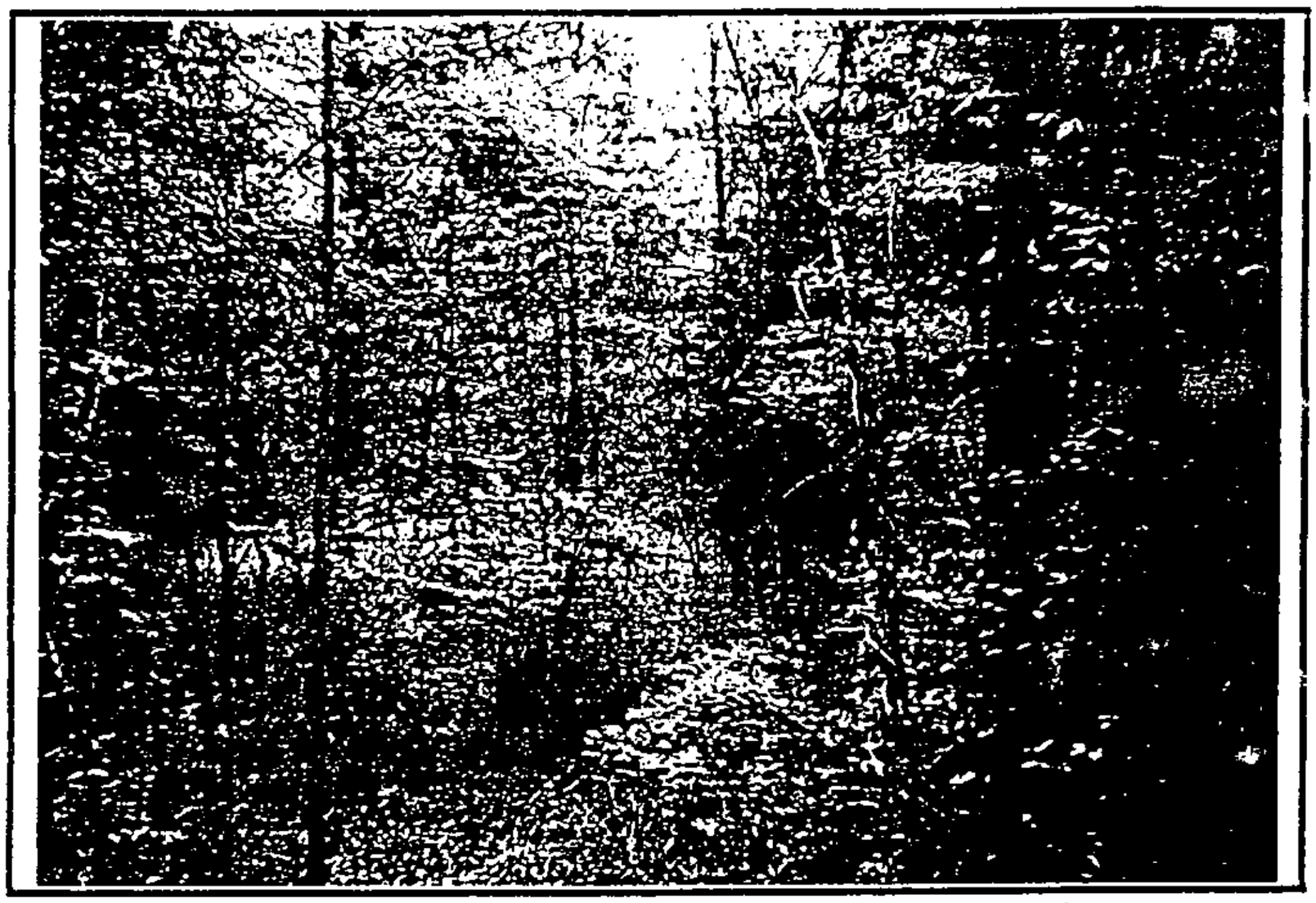
Subject Photographs, cont'd.

East Part Of Property – Looking Easterly

Subject Photographs, cont'd.

Proposed Acquisition Area – Looking Easterly

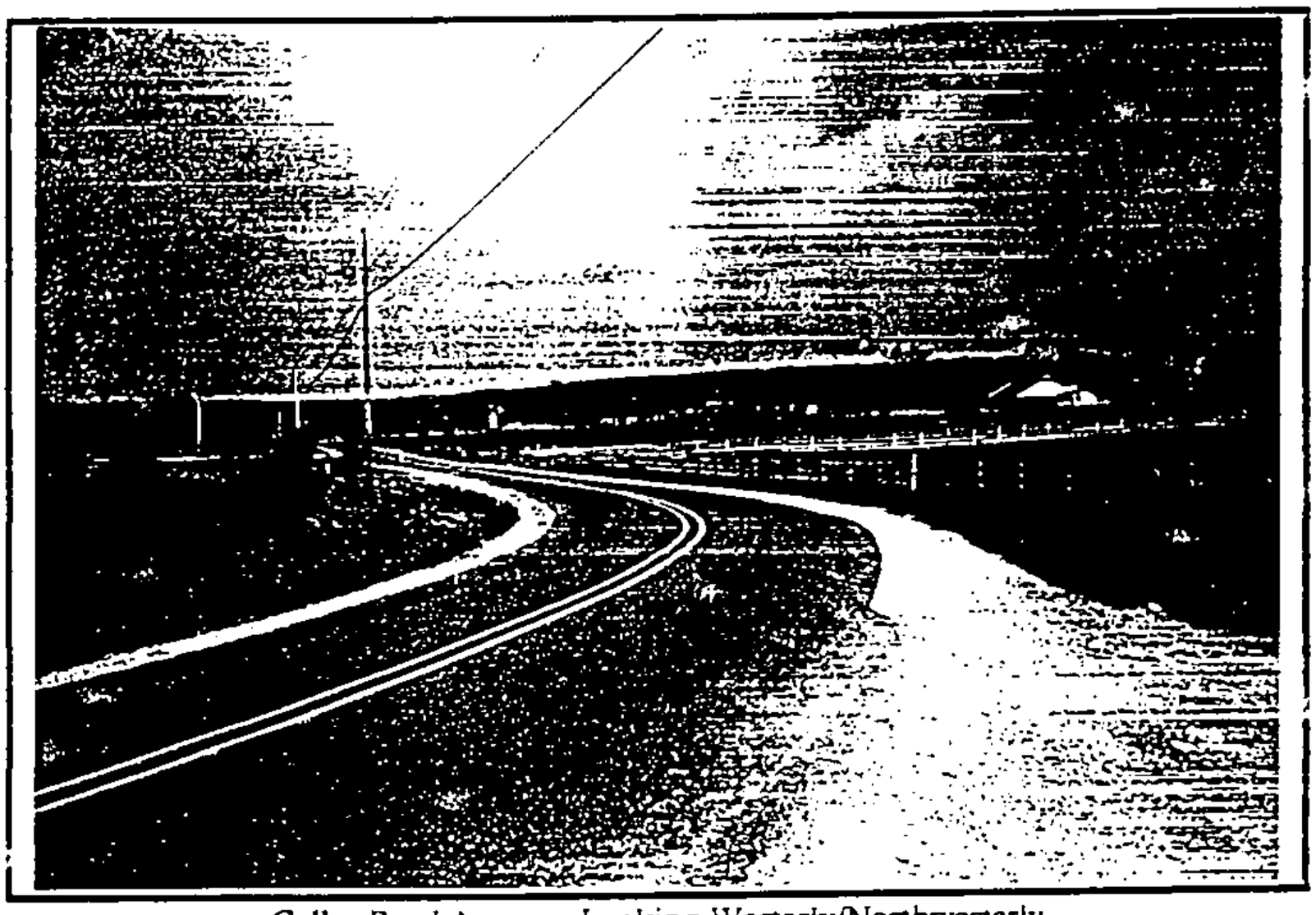
East Potential Residual – Looking Southerly/Southwesterly



Proposed Acquisition Area – Looking Southerly/Southeasterly

Northeast Part of Property – Looking Northeasterly

Subject Photographs, cont'd.



Gulley Road Access – Looking Westerly/Northwesterly

Potential Roadway Into Property – Looking Northeasterly

Potential Roadway Into Property – Looking Easterly/Northeasterly

Proposed Acquisition Area – Looking Northeasterly

In my opinion, severance damage will occur to the remaining acreage as a result of the proximity of the water booster station. The immediately adjacent acreage to the water booster station will not be as desirable for residential use as it was as part of the whole property prior to the acquisition. Also, in the "after" analysis, the location of the acquisition will have some effect on how the remaining property is laid out for residential development. Finally, the acquisition basically includes 45' of subject's total Gulley Road frontage of 165'.

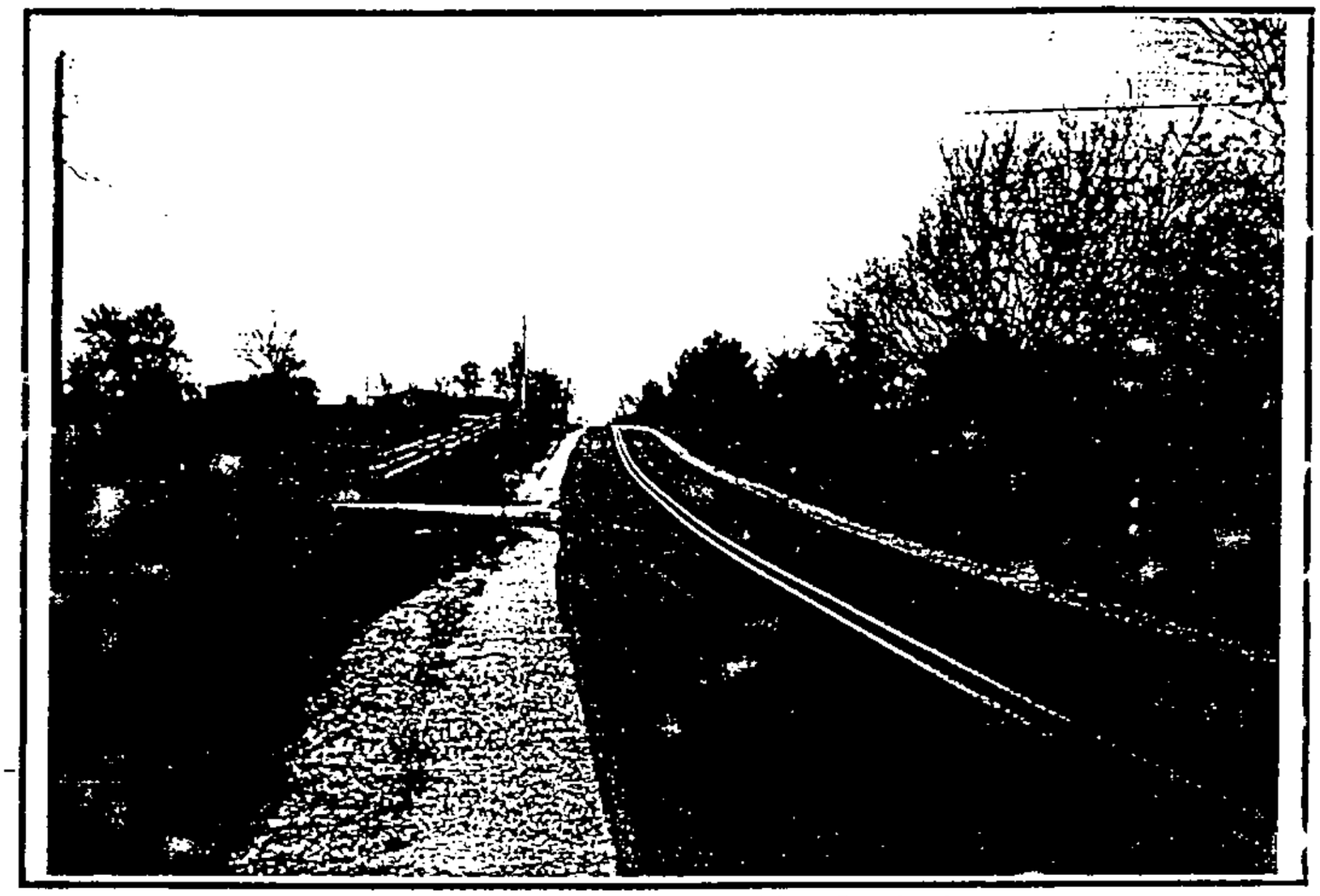
The comparable sales indicated that exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been one year or less. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is also one year or less.

If .833 acre was to be acquired, including the entire potential roadway from Gulley Road into the site, the estimated breakdown of the market value of the property as of April 15, 1998, in my opinion, would be as follows:

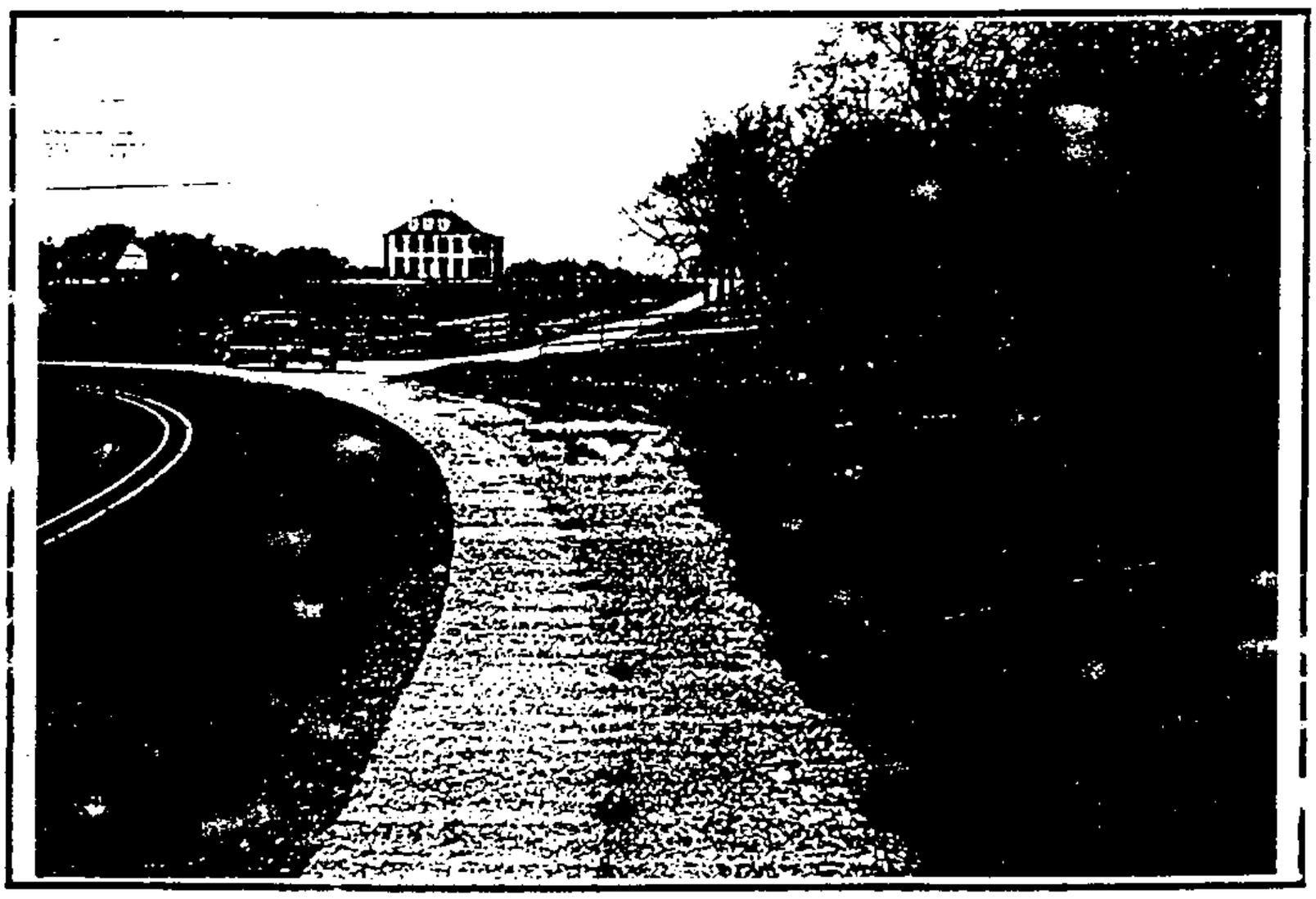
"Before" Value (45± Acres)	=	$ 585,000
"After" Value (44.67± Acres)	=	(552,000)
Damage To Market Value	=	$ 33,000
Less: Value Of Acquisition (.833± Acre @ $13,000 and rounded)	=	(11,000)
Estimated Severance Damage	=	$ 22,000

The assumption is made that if the city purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

SUBJECT PHOTOGRAPHS



Gulley Road Frontage – Looking Southerly



Gulley Road Frontage – Looking Northerly

available. Paired sales analysis supports additional downward location adjustments to these two sales of 20%. The net downward location adjustments to Comparable's Three and Five are indicated to be 35%.

Under physical characteristics, it appears the principal adjustment necessary is for size. Typically, in the market, small acreage residential sites bring a higher per acre price than similar larger acreage sites, provided the small site is at least large enough for proper utilization. Subject is larger than each of the sales except Number Three. Paired sales analysis supports a size multiplier of approximately $100/acre. As size increases, price per acre decreases and vice versa.

The following adjustment grid is indicated:

Sale No.	1	2	3	4	5	6
Price/Acre	$16,144	$17,396	$12,124	$16,646	$22,445	$17,664
Property Rights	0	0	0	0	0	0
Conditions Of Sale	0	0	0	0	0	0
Market Conditions	-1,598	-2,544	-3,607	-1,065	-1,436	-618
After Market Conditions	$17,742	$20,040	$15,731	$17,711	$23,881	$18,282
Location	0	0	-5,506	0	-8,358	-2,742
Physical Characteristics						
Size	-3,958	-3,997	-3,229	-3,701	-2,651	-2,796
Indicated Per Acre Value For Subject	$13,784	$16,043	$13,454	$14,010	$12,872	$12,744

The mean of the sales is $13,818/acre while the median is $13,619/acre. Each of the sales is given consideration with most weight placed on Comparable's Three, Five and Six due to size.

In my opinion, the indicated per acre value for subject was:

$13,000

45± Acres @ $13,000 = $585,000

Utilizing the same comparable sales, it is my opinion the indicated per acre value of the remaining subject property was:

$12,500

44.33± Acres @ $12,500 = $554,125

Say $554,000

If .833 acre is acquired by the City of Fayetteville, including subject's entire Gulley Road frontage, the following value is indicated for the remaining acreage:

44.167± Acres @ $12,500 = $552,088

Say $552,000

The assumption is made that if the city purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

In the "after" analysis, subject's per acre value is less than in the "before" analysis, in my opinion, as a result of the following:

1. The immediately adjacent acreage to the water booster station will not be as desirable for residential use as it was as part of the whole property prior to the acquisition.

2. The location of the acquisition will have some effect on how the remaining property is laid out for residential development;

3. The acquisition basically includes 45' of subject's total Gulley Road frontage of 165' and could include all of the frontage.

The effect of the 20' wide general utility easement proposed on all sides of the acquisition area has been considered in arriving at the value of the remaining subject property.

Reconciliation And Value Conclusion – The Sales Comparison Approach was relied upon in the final value analysis. Comparable land sales data was considered adequate and reliable. In the comparison process to subject, the sales required adjustments, however, the adjustments are believed market supported. The Cost and Income Capitalization Approaches were not used for reasons previously described.

The Market value of the subject property, as of February 9, 1998, was estimated to be as follows:

"Before" Value (45± Acres)	=	$ 585,000
"After" Value (44.33± Acres)	=	(554,000)
Damage To Market Value	=	$ 31,000
Less: Value Of Acquisition (.67± Acres @ $13,000 and rounded)	=	(9,000)
Estimated Severance Damage	=	$ 22,000

Severance Damage is defined as follows:

> *In a partial taking, a decline in the market value of the remainder that arises as a result of the taking and/or the construction of the proposed improvement.*[2]

[2] American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal, Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), p. 124.

The location of the site is in an area that appears to be in transition to single-family residential, including subdivisions and good quality dwellings on small acreage homesites.

The physical characteristics of the site are considered adequate for residential use. The topography of the site is favorable and the property is not located within the 100 year flood zone. A drawback to residential use is lack of public sewer, however, use of private septic systems appears to have been successful in the immediate area.

In my opinion, the highest and best use of the site is for development of the property into small acreage residential homesites. It would appear that 9-10 homesites would be realistic. A road from Gulley Road running easterly/northeasterly into the site, then turning northerly through the central part, could be constructed and the homesites laid out along both sides of the road. A drawing in the Addenda depicts a potential layout for a residential development on the site containing homesites in the 3.95± to 4.77± acre size range. This drawing is for subject after the acquisition and reflects 9 potential homesites, and considers an acquisition of .833± acre.

Prior to the acquisition, it appears that there could actually be 10 homesites with the south 5± acres divided into two, 2.5± acre sites. In this scenario, the size range for potential residential homesites would be 2.5± to 4.77± acres.

As previously discussed, the City of Fayetteville is proposing the acquire either .67± are or .833± acre of subject for the purpose of constructing a water booster station in the Northeast Quadrant of the city growth area. The acquisition is in the southwest corner of the subject site. The .67± acre acquisition leaves 120'± of Gulley Road frontage under the present landowner's ownership while the .833± acre acquisition includes all of the Gulley Road frontage. However, in the .833± acre acquisition, I am assuming the landowner would have ingress/egress over the north 120' of Gulley Road frontage to/from the remaining property and that the remainder could still be developed for its highest and best use.

The remaining subject acreage will either consist of 44.33± acres or 44.167± acres. In my opinion, the highest and best use of the remainder is still for development into small acreage residential homesites. However, the location of the acquisition will have some effect on how the remaining property is developed. Also, it is my opinion that the homesites immediately adjacent to the water booster station will not be as desirable in the market as those further removed.

SUMMARY OF ANALYSIS AND VALUATION:

Sales Comparison Approach – A summary of the data on comparable land sales is listed below (please see the Addenda for sale write-ups):

Sale No.	1	2	3
Date/Sale	11/12.96	02/16/96	01 14 94
Consideration	$87.500	$87.500	$936.000
Acreage Size ±	5.42	5.03	77.29
Price/Acre	$16.144	$17.396	$12.110
Location (S-T-R)	32-17-29	32-17-29	01-16-30

Sale No.	4	5	6
Date/Sale	05/17 97	05/13 97	10 23 97
Consideration	$133,000	$415.000	$301.000
Acreage Size ±	7.99	18.49	17.04
Price/Acre	$16.646	$22.445	$17.664
Location (S-T-R)	33-17-29	01-16-30	32.33-17-29

The unit of comparison is price per acre and the elements of comparison are property rights. conditions of sale. market conditions. location and physical characteristics.

No adjustments are indicated for property rights. Each of the sales appears to have involved the transfer of the fee simple interest.

No adjustments are indicated for conditions of sale. Each of the sales appears to have been an arms-length transaction and no financing adjustments can be supported.

Comparable One sold in November of 1996. Sale Two in February of 1996. Sale three in January of 1994. Sale Four in May of 1997. Sale Five in May of 1997 and Sale Six in October of 1997. Each of the sales requires an upward adjustment for time. Paired sales analysis supports annual appreciation of approximately 7%. Therefore. Sale One requires an adjustment of 9.9%. Sale Two 15.2%. Sale Three 29.75%. Sales Four and Five each 6.4%. and Sale Six 3.5%.

Each of the comparables is located in the subject market area. Comparable's One. Two and Four are accessed by private drives while the other sales have public road access. Subject's public road access is limited. Paired sales analysis supports that Comparable's One. Two and Four are similar in location to subject while Comparable's Three. Five and Six each require a 15% downward adjustment. In addition. Comparable Three and Five are located closer to heavier development and each had public sewer

The market area would appear to lie within the following boundaries: State Highway 265 on the west; Old Wire Road/Butterfield Coach Road on the north; The White River/State 45 intersection on the east; And, Wyman Road on the south. The area appears less than 50% developed. The occupancy rate of developed properties appears to be high.

The composition of the market area consists of commercial, residential and agricultural uses. The majority of commercial uses are situated along State Highway 265 and at, or near the 45/265 intersection. There has been a trend in the immediate market area for transition from agricultural to single-family residential, including subdivisions and larger estate homesites.

Utilities available in the market area include public water and sewer, natural gas, electricity, and telephone service. Much of the market area lies outside the Fayetteville City Limits and public sewer is not available to these outlying areas, and in some cases neither are public water or natural gas.

Property uses in close proximity to subject are residential/agricultural in nature, including large dwellings on estate type homesites.

The market area is considered to be in the growth stage of its life cycle.

Property Description – Subject site is indicated to contain approximately 45± acres. A partial legal description of the site is as follows:

> *The Northwest One-Quarter of the Northwest One-Quarter and the North Five = Acres of the Southwest One-Quarter of the Northwest One-Quarter: All in Section 28, Township 17 North, Range 29 West, Washington County.*

The preceding description was estimated based upon data provided by the client and from Washington County Property Tax Records. A survey is recommended.

It appears that the dimensions of the subject site are approximately as follows: 1320'± along the north and south boundaries and 1485'± along the east and west boundaries. The site is nearly square in shape. The site is indicated to have approximately 165' of frontage along the east side of Gulley Road. Subject's road frontage is located in a curve of Gulley Road and it could be that the southwest corner of subject either lies in or on the west side of Gulley Road.

The topography of the site is gently rolling in the central and west parts to more moderately sloping in the east. The high elevation appears to be approximately 1420'± in the central and south central parts and the low elevation is near 1300'± at the northeast corner. The slope of the site is primarily to the east/northeast from the central part.

Soil and subsoil conditions are not believed adverse to building construction, however, a soil test report on the site has not been examined. Subject soils appear to be of the Captina-Nixa-Pickwick Association and the Enders-Allegheny-Hector Association. The Captina-Nixa-Pickwick Association are silty and cherty, deep and moderately shallow, moderately well drained to well drained, nearly level to sloping soils. The Enders-Allegheny-Hector Association are deep and shallow, moderately well drained to somewhat excessively drained, gently sloping to steep soils on mountainsides. The Captina-Nixa-Pickwick Association are in the west part of subject while the Enders-Allegheny-Hector Association are in the east part.

Overall site drainage is assumed to be adequate. The site is not located within the 100 year flood zone. Please see the Flood Zone Map which appears in the Addenda.

Utilities available to the site include public water, natural gas, electricity and telephone service. Development of the site would require the use of private septic systems.

No adverse easements or encroachments were noted on the inspection.

At the date of inspection, the site was principally timber covered. In years past, it appears that the central and west parts of the property had been cleared, however, this area is now grown-up and cedar and brush covered. Hardwood timber was noted in the north, northeast and east parts of the site.

A four wheeler trail runs easterly from Gulley Road into the site and connects with other four wheeler trails that run throughout the property.

Subject site is partially under farm fencing and the value of the fencing has been reflected in the land value assigned.

The City of Fayetteville is proposing to acquire approximately .67± acre in the southwest corner of the subject site for the purpose of constructing a water booster station. This station is for the Northeast Quadrant of the city growth area. A drawing of the proposed acquisition, with dimensions, appears in the Addenda of this report. The acquisition includes approximately 45'± of Gulley Road frontage. The acquisition is irregular in shape with more of a triangular configuration. It appears that the dimensions of the acquisition are 100'± along the north line, 165'± along the east line, 20'± along the south line, 45'± along the west line and 169.71'± along the northwest line. A 20' wide general utility easement, to be used by all utility companies, is proposed on all sides of the acquisition area. Clearing limits around the acquisition area will maintain tree and foliage cover from adjoining properties. Also, security around the booster station calls for a chain-link with barbed wire fence.

The City of Fayetteville has an alternate plan (drawing also appears in the Addenda) that would include acquiring approximately .833± acre of the subject site for the booster station. The only difference in this and the .67± acre acquisition is that a 165' x 220' rectangle in the southwest corner would be acquired in the .833± acre acquisition. This would include all 165' of subjects Gulley Road frontage. A 20' wide general utility easement would also be located on all sides of this acquisition.

The remaining subject acreage will either include 44.33± acres or 44.167± acres depending on whether .67± acre or .833± acre is acquired. If .833± acre is acquired, I am assuming the landowner would have ingress/egress over the north 120' of Gulley Road frontage to/from the remaining property and that the remainder could still be developed for its highest and best use.

HIGHEST AND BEST USE: Subject site consists of approximately 45± acres of potential residential development property. The site is not zoned as it is not located within the boundaries of any incorporated municipality and Washington County does not have county zoning ordinances.

The site has telephone service, public water, natural gas and electricity available.

SUMMARY APPRAISAL REPORT - COMPLETE APPRAISAL ANALYSIS

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of Fayetteville, Arkansas, 113 West Mountain, Fayetteville, Arkansas, 72701

APPRAISER: Tom Reed, Reed & Associates, Inc., 1526 Plaza Place, Suite 1, Springdale, Arkansas

SUBJECT: 45± acre site located on the east side of Gulley Road, approximately 1.4± mile northerly from State Highway 45, Washington County, Arkansas

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the market value of the subject property as of the effective date. Market value is defined as follows:

> *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> a. *buyer and seller are typically motivated;*
> b. *both parties are well informed or well advised, and each acting in what he considers his own best interest;*
> c. *a reasonable time is allowed for exposure in the open market;*
> d. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and;*
> e. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*[1]

INTENDED USE OF REPORT: The intended use of this report is to assist the client in establishing an acquisition price for the property. The purpose of this purchase will be for the installation of a water booster station in the Northeast quadrant of the city growth area.

[1] American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal, Third Edition, Chicago: American Institute of Real Estate Appraisers, 1993), P. 222-223.

INTEREST VALUED: Fee Simple Estate: Permanent Easement

EFFECTIVE DATE OF VALUE: April 15, 1998

DATE OF REPORT: April 16, 1998

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

- last inspected the subject site on April 15, 1998; Photographs were taken on this inspection;
- obtained general information pertinent to the appraisal assignment from local sources;
- obtained a partial legal description of the property from the client and from Property Tax Records;
- obtained applicable property tax data at the Washington County Assessor's Office;
- researched a three history of the property at the Washington County Courthouse;
- determined the highest and best use of the property based upon location, physical characteristics, past and present use, etc.
- researched and analyzed comparable land sales;
- verified the data and applied the Sales Comparison Approach; The Cost Approach was not utilized as subject does not include any improvements that contribute to value; The Income Capitalization Approach was not utilized due to insufficient market data – residential land rentals are not typical in the market area.

To develop the opinion of value, the appraiser performed a Complete Appraisal Analysis, as defined by the Uniform Standards of Professional Appraisal Practice. This means that no departure from Standard 1 was invoked.

The Summary Appraisal Report is a brief recapitulation of the appraisers data, analysis and conclusions. Supporting documentation is retained in the appraisers file.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description – Subject property is located on the east side of Gulley Road, approximately 1.4± mile northerly from State Highway 45, in Washington County, Arkansas. The property is situated a short distance easterly, from Fayetteville, Arkansas. The Gulley Road/State 45 intersection is approximately 2.3± miles easterly from the State 265/State 45 intersection (east part of Fayetteville). The City of Fayetteville is the County Seat of Washington County. Northwest Arkansas Regional Planning Commission estimated the 1996 population of Fayetteville to be 55,741±.

Reed & Associates, Inc.

Value "Before" (45± Acres)	=	*$585,000*
Value "After" (44.167± Acres)	=	*552,000*
Damage To Market Value	=	*$ 33,000*

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The assumption is made that if the City purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

The values are contingent upon subject and adjacent properties being in compliance with all applicable EPA regulations. No adverse conditions were observed.

The estimated marketing period for the property is one year or less.

Additional assumptions and limiting conditions appear later in the report.

Respectfully submitted,

Tom Reed

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

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ADDENDA

Warranty Deed
Flood Zone Map
Property Cards
Comparable Land Sale
Purchase Order
Letter Of Engagement

Reed & Associates, Inc.

uploaded 7-24-98

COMPLETE APPRAISAL ANALYSIS ON

THE RUTH MORRIS PROPERTY, 45± ACRES
LOCATED ALONG THE EAST SIDE OF
GULLEY ROAD, NORTH OF STATE HIGHWAY
45, WASHINGTON COUNTY, ARKANSAS

FOR

THE CITY OF FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
1526 PLAZA PLACE, SUITE ONE
SPRINGDALE, ARKANSAS

Appraisal No. 00000615

AS OF

APRIL 15, 1998

Reed & Associates, Inc.

REAL ESTATE APPRAISERS – CONSULTANTS

Rob Potts
Joe Morrison
Tom Reed, MAI

1526 Plaza Place, Suite 1
Springdale, AR 72764
756-6313
Fax 756-8861

April 16, 1993

Edward D. Connell
City Land Agent
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

RE: Ruth Morris Property; 45± Acres Located On The East Side Of Gulley Road, Approximately 1.4± Miles Northerly From State Highway 45; Washington County, Arkansas; .67± Acre Proposed Acquisition For Construction Of Water Booster Station

Dear Mr. Connell:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

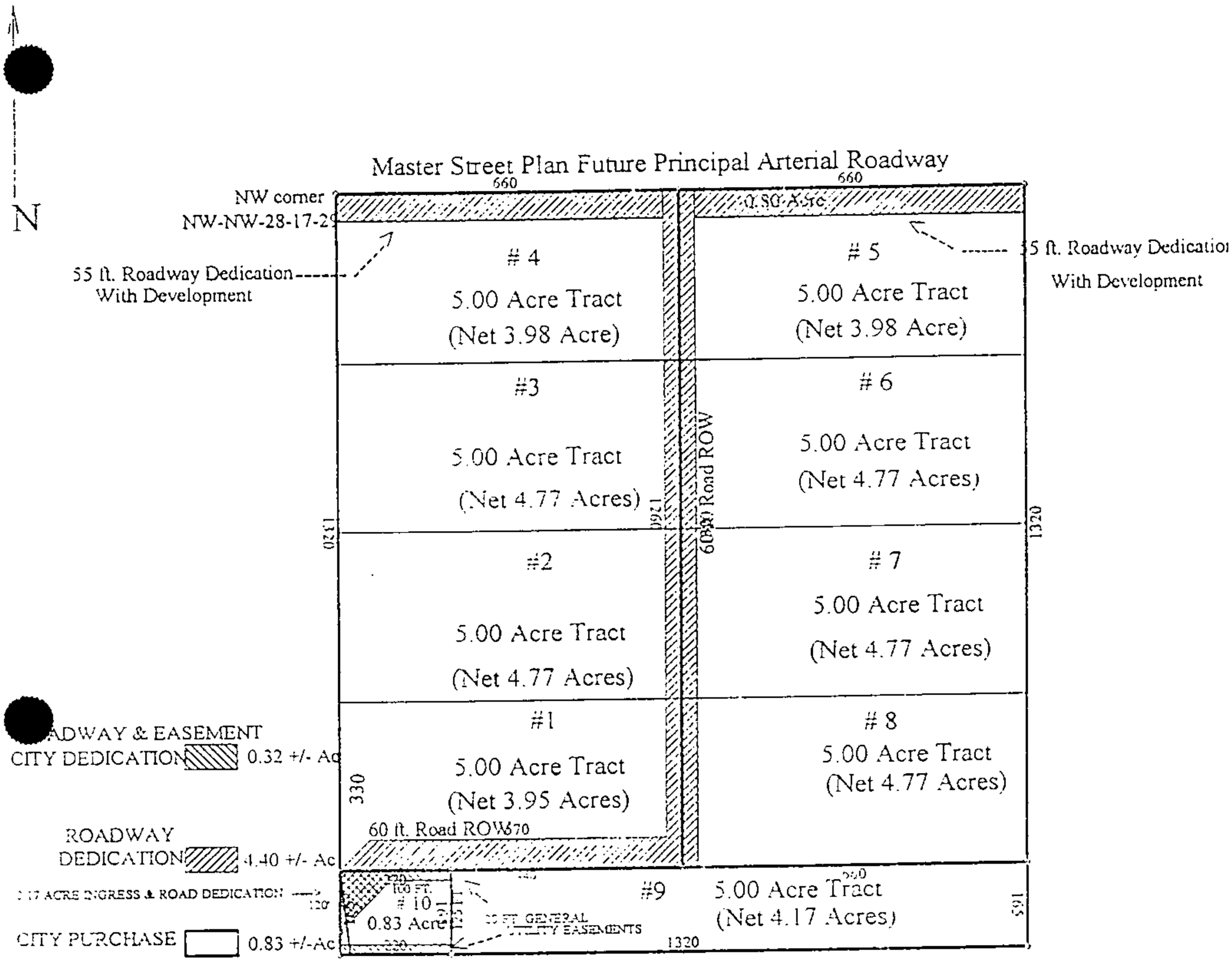
I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following represents a Complete Appraisal Analysis reported in a Summary Appraisal format. Much of the supporting documentation is maintained in the appraisers file.

Based upon an analysis of relevant data and contingent upon the assumptions and limiting conditions which follow and appear later in this report, it is my opinion the market value of the subject property as of April 15, 1998, was as follows:

Value "Before" (45± Acres)	=	*$585,000*
Value "After" (44.33± Acres)	=	*554,000*
Damage To Market Value	=	*$ 31,000*

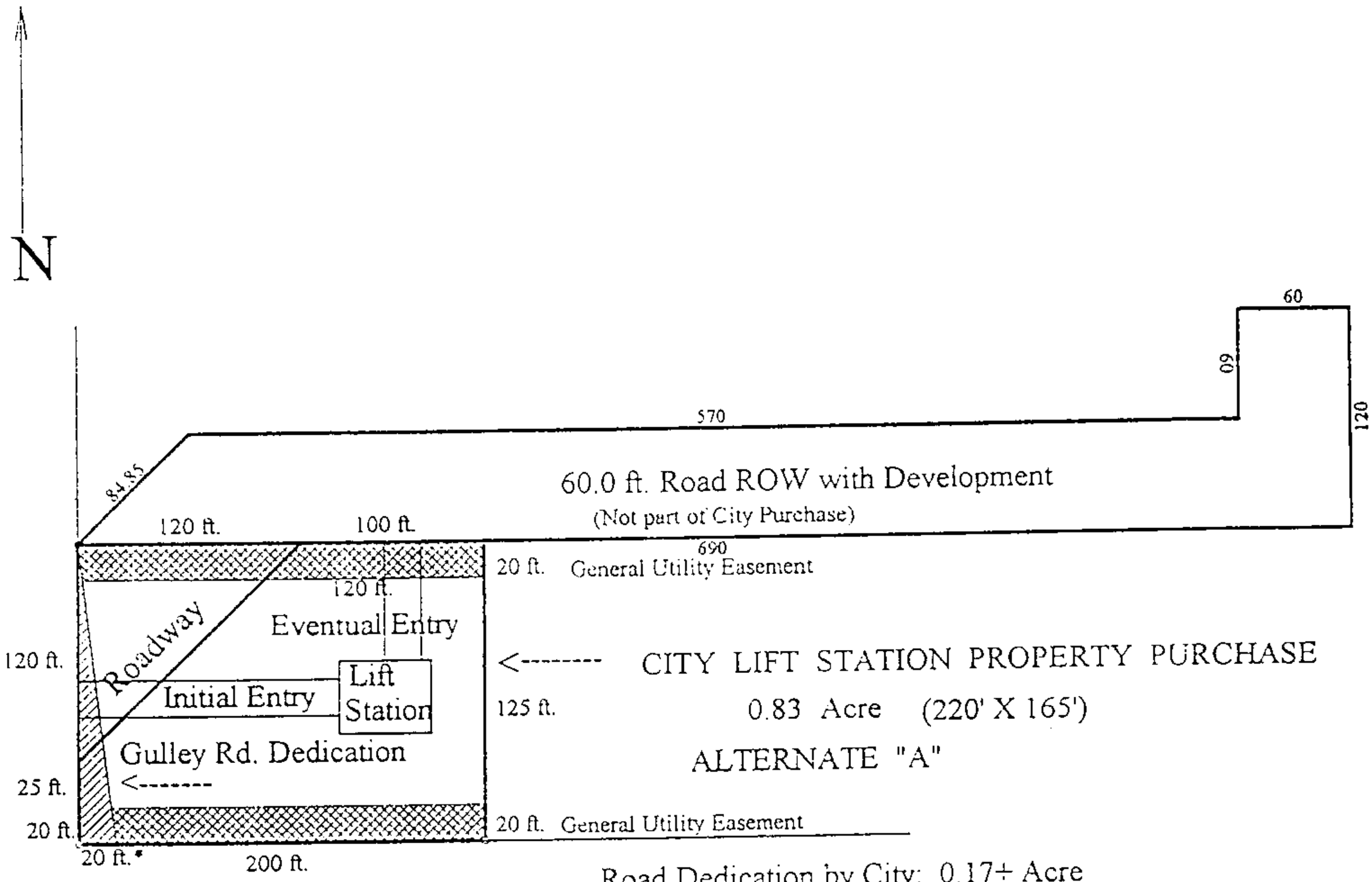
If .833± acre was to be acquired, including the entire potential roadway from Gulley Road into the site, the estimated market value of the property as of April 15, 1998, in my opinion, would be as follows:



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

ALTERNATE # A

SCALE: 1 inch = 300 ft.



Road Dedication by City: 0.17± Acre

* To be confirmed by survey

(c) This 45 acres is in Washington County, however it is also within the growth area of the City of Fayetteville. Any lot split or large scale development would have to go before the Planning Commission (or Board) of both the County and the City. (The City of Fayetteville will handle the functions necessary to obtain approval for the lot split for the water lift station).

(d) Since there is no sanitary sewer in the area, any development in the foreseeable future will require septic systems, another reason for the medium to large lot sizes.

(e) The Fayetteville Master Street Plan calls for a principal arterial roadway along the North line of your forty (40) acre property. For talking purposes, we differentiate between the North 40 acres and the South 5 acres). A principal arterial is a four-lane boulevard type of roadway requiring a minimum of 110 feet of right of way, or 55 feet on each side. This has been noted on the attached preliminary diagrams. No requirement will be made until your 40 acre tract is subdivided. There are no plans to put a road in there now and the Master Street Plan is used only when and where areas come into the development stage.

(f) The County requires a right of way easement of 30 feet be conveyed on a lot split, such easement being 30 feet from the centerline of Gulley Road. A survey is required to determine if or how much of this land may be necessary to meet this requirement. We have made a very rough estimate that a triangular portion, as shown in the attached diagram, might be required. The county requires a 60 foot right of way for all roads, thus the width of the street within the future development.

Based upon our preliminary investigation, the City would like to purchase approximately 0.833 acres for the location of the subject water lift station. This amount of land is very preliminary because we do not know just what conditions may be placed on the lot split by the County and City Planning Commissions. This land purchase would be located in the Southwest corner of your 45 acre tract, being 165 feet wide and 220 feet deep. As indicated in the attached diagrams, a triangular area, 120 feet on both the North and West sides would be dedicated by the City for the purpose of ingress and egress to the rest of your property. This appeared to be the best configuration, specifically with the intersection of Gulley Road at the curve. The City lift station would be located within the tree area approximately 140-150 feet East of Gulley Road. The City further proposes a 20 foot wide General Utility Easement on both the North and South sides of the property that we purchase such that any and all other utilities can be directed to the rest of your property when the time comes for these requirements. Any requirement by the County for additional Gulley Road right of way will be made by the City.

As previously mentioned, we do not claim to have any expertise in residential development and have looked at this only from the standpoint of what effect the location of the lift station would have on any entry from Gulley Road into the rest of your property. Our conclusion is that any location of the lift station

within 220 feet of Gulley Road will not impede or adversely affect ingress/egress to the rest of your property. In fact, the scheme proposed herein, the City would buy from you 0.833 acres, then turn around and dedicate 0.17 acres (the triangle) for public ingress/egress purposes to the rest of your property, along with 0.04 acres, more or less, for Gulley Road right of way purposes and 0.20 acre (M or L) for general utility purposes.

I mentioned to you that it has been suggested that the City engage an engineering firm which does considerable residential development work to review our proposed lift station site with your interest and the interest of a potential future development in mind. To this extent, we would recommend Kurt Jones of Crafton Tull & Associates, Inc. to review and make recommendations, if any, for the location of the ~~lift~~ booster station on this property. Mr. Jones is located in Fayetteville, however, the general office of Crafton Tull is located in Rogers. The City of Fayetteville would like to locate this ~~lift~~ booster station on your property and we want you to be comfortable with whatever is to be proposed. Mr. Jones will be looking after your interest solely as it relates to the future potential for development of this property. This activity will be done at no cost to you and under no obligation from you.

Once we are able to survey the area and review it with Mr. Jones and yourself, we will engage an independent appraiser to determine the fair market value of the property involved. This appraisal is required by City staff and City Council and will evaluate the affect that this small parcel will have on the remainder from a development standpoint. I understand your concern about appraisals and agree with you to a large extent. We use independent appraisals as guidelines and justification for our activities with public funds. When the appraiser contacts you by phone, please advise him/her if and when you might have had some unaccepted offers to purchase this property. This information is something he needs to know. Again, all of these activities will be done at the City's direction and cost with no obligation from you.

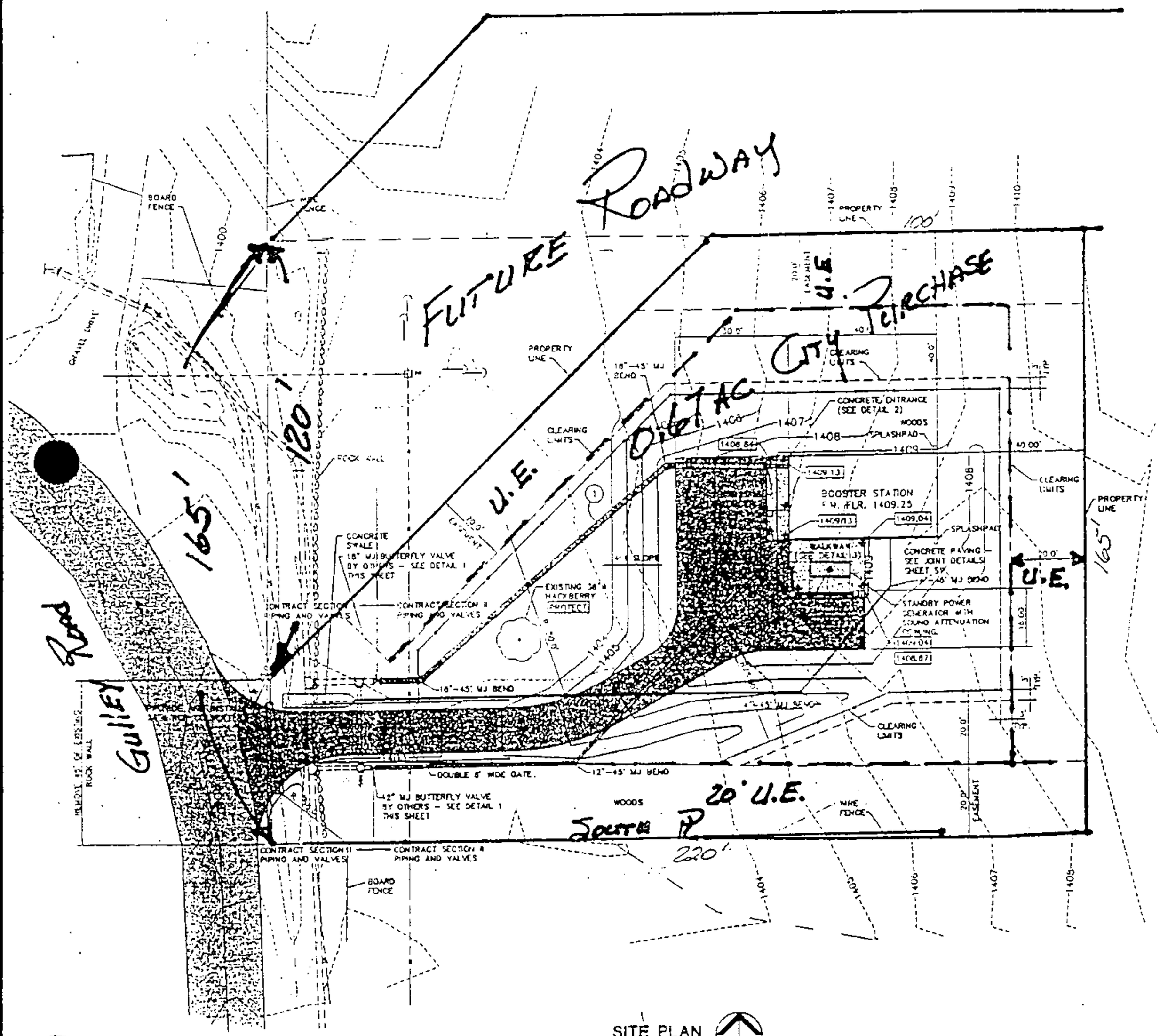
I trust that your health will continue to improve and look forward to the possibility of being able to visit with you in a couple of weeks. If you have any questions or comments, please do not hesitate to contact me at 444-3415. I shall await your call.

Sincerely yours,

Edward D. Connell

Edward D. Connell
City Land Agent

cc: Donald R. Bunn, City Engineer
Jerri Van Hoose, McGoodwin, Williams & Yates


FUTURE ROADWAY
CITY PURCHASE
DIRT AC
U.E.
BOARD FENCE
WIRE FENCE
PROPERTY LINE
100'
CLEARING LIMITS
CONCRETE ENTRANCE (SEE DETAIL 2)
WOODS
SPLASHPAD
BOOSTER STATION
F.H. FLR. 1409.25
CONCRETE PAVING SEE JOINT DETAILS SHEET S1
STANDBY POWER GENERATOR WITH SOUND ATTENUATION
CONCRETE SWALE
18" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
CONTRACT SECTION I PIPING AND VALVES
CONTRACT SECTION II PIPING AND VALVES
EXISTING 36" HACKBERRY
18"-45° MJ BEND
12"-45° MJ BEND
DOUBLE 8' WIDE GATE
12" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
20' U.E.
Sports P
220'
165'
120'
Road
Gulley
20' EASEMENT
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410

SITE PLAN

Water Booster Station
III.A.12

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 5, 1997

Ms. Ruth Morris
951 Bowen Street
Pea Ridge, AR 72751

RE: City of Fayetteville Booster
Gulley Road Water Line ~~Lift~~ Station
City Project No. 96055

Dear Ms. Morris:

It was nice to have had the opportunity to talk with you yesterday. Was sorry to hear about your illness and am glad that you seem to be on the road to recovery. As I indicated to you, the City would still like to pursue the possibility of acquiring a tract of land from you along Gulley Road in Washington County for a water lift station. We have conducted some preliminary investigations on how this system will fit into a future development of the entire 45 acre property and would like for you to have the opportunity to review this before we have the opportunity to get together in a couple of weeks.

We appreciate your approval of allowing our consulting engineers to do some field survey work on a proposed location for this lift station. The purpose of this survey is to get a lay of the land in the general area with particular emphasis on a possible station sight as well as ingress to and egress from the 45 acre tract from Gulley Road. We do not anticipate any disturbance to occur to the land as a result of this survey, nor does it obligate you in any form.

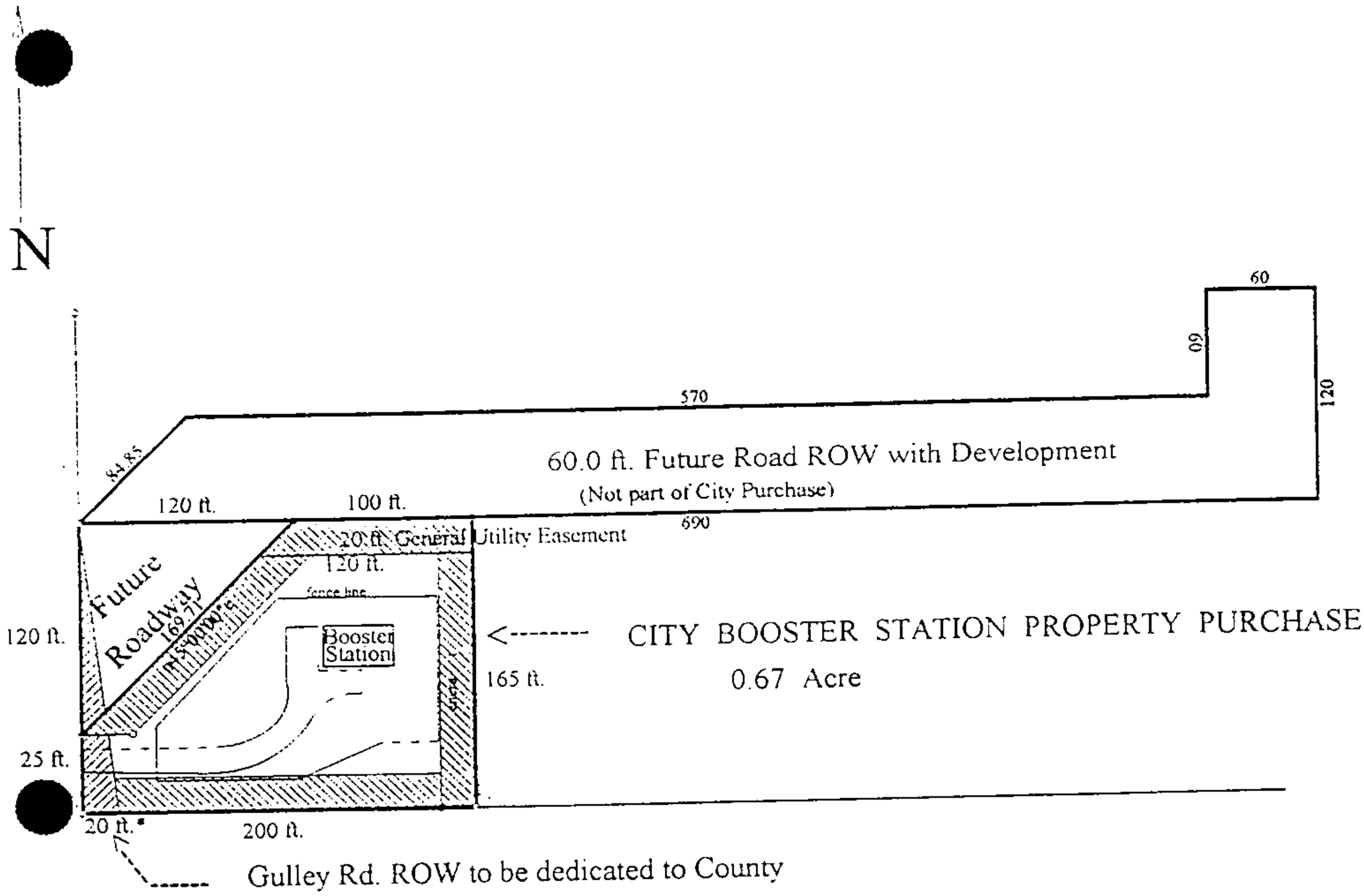
McGoodwin, Williams & Yates Consulting Engineers have presented us with a proposed preliminary location for this ~~lift~~ Booster station on your property. Our workup of this proposed layout is attached for your information. The proposed location of the station itself is set back approximately 140 feet from the existing roadway so that a major entry into the 45 acre tract can be made off of Gulley Road, more or less as shown in the attached drawings. The City would like to stay as close to Gulley Road as possible so as to minimize the cost of piping to and from the pump station. We anticipate that a major entry would come off of Gulley Road at a forty-five degree angle and then align itself with the South 60 feet of the 40 acre tract, being 165 feet North of your South property line.

We have studied the potential future development of this 45 acre tract, and while we do not claim any expertise in residential development layout, there are some basic concepts which become evident:

(a) The only access to this 45 acre tract of land is off of Gulley Road (currently) and such is limited to 165 feet in the Southwest corner, therefore any entry into this property must come from this point.

(b) The surrounding area is made up of relatively large tracts of land (5-10 acres plus). The potential development of your land would be required to correspond.

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


N
60
60
120
570
84.85
60.0 ft. Future Road ROW with Development
(Not part of City Purchase)
120 ft.
100 ft.
690
20 ft. General Utility Easement
120 ft.
fence line
Future Roadway
169.71
Booster Station
120 ft.
<-------- CITY BOOSTER STATION PROPERTY PURCHASE
165 ft.
0.67 Acre
25 ft.
20 ft.*
200 ft.
Gulley Rd. ROW to be dedicated to County

KINCAID, HORNE &TRUMBO
ATTORNEYS AT LAW
WALKER-STONE HOUSE
207 W. CENTER
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE: (501) 521-7050
FAX: (501) 521-7052

DAVID B. HORNE
BASS TRUMBO

OF COUNSEL
HUGH R. KINCAID
WARREN E. BANKS
(1929-1987)

July 13, 1998

Mr. Edward D. Connell
City Land Agent
City of Fayetteville
113 West Mountain
Fayetteville AR 72701

RE: City of Fayetteville
Gulley Road Water Line Lift Station
City Project No. 96055

Dear Mr. Connell:

I have talked on several occasions with Ruth Morris regarding the City's proposed location of a water line lift station on her property. As you know, she is adamantly opposed to the project being located at this site.

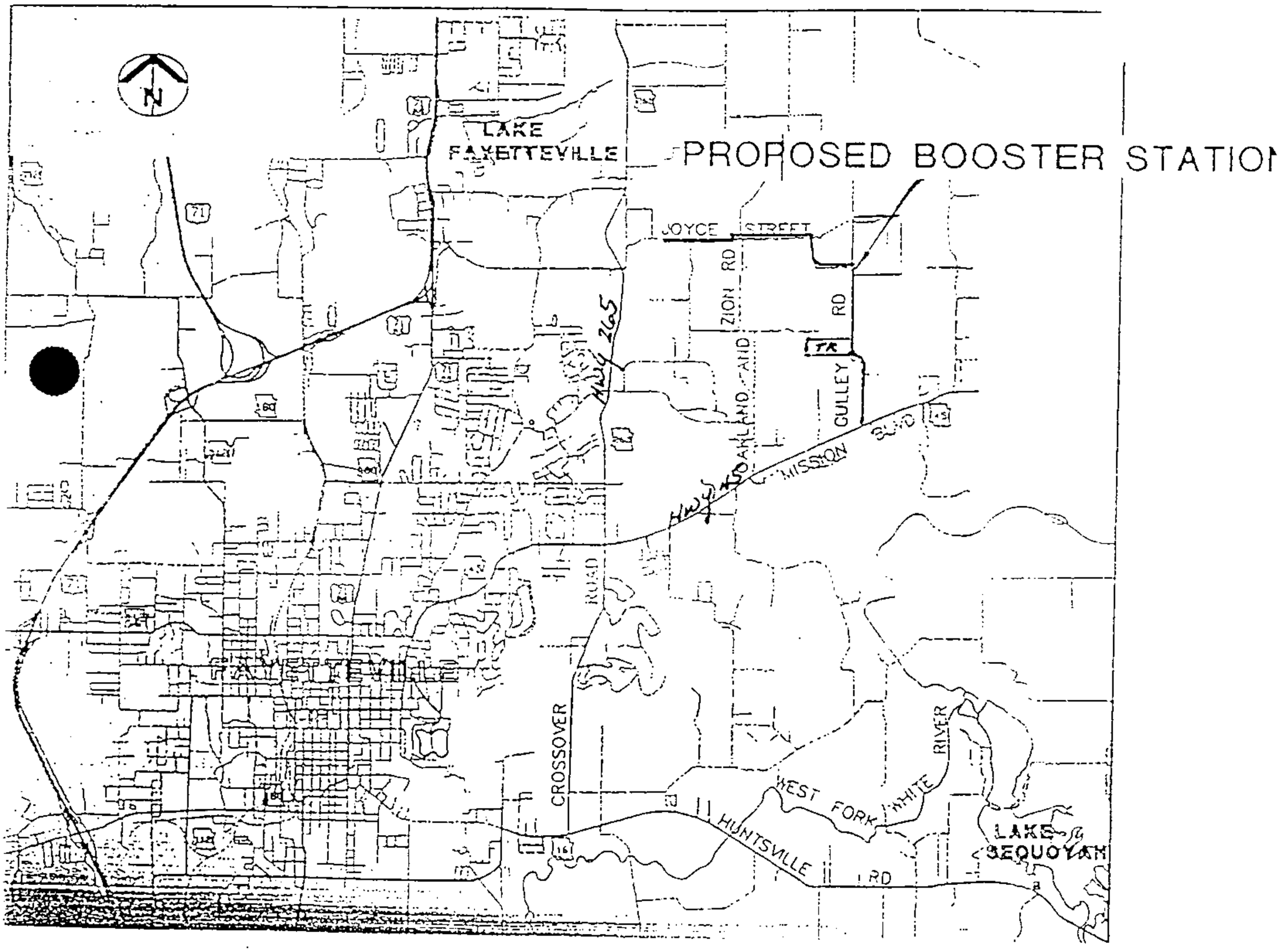
Today, she and I discussed the several other locations depicted on the map she received in the mail from either you or Don Bunn. I must agree with her that her site seems to be the most severely impacted, as it precludes her utilizing much of her limited frontage.

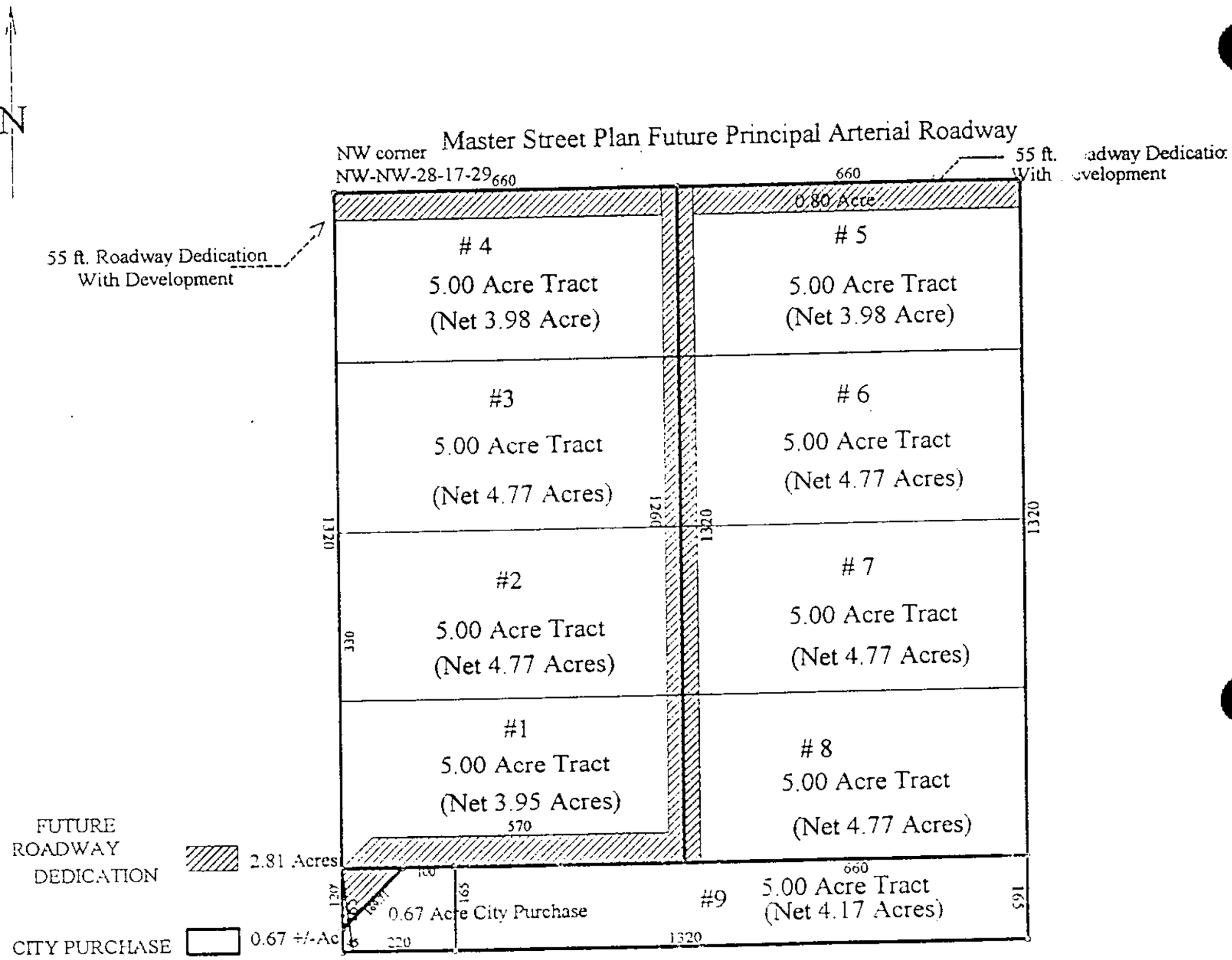
The other sites all appear to be plausible locations. We would hope that the City would reconsider and find an alternate site for the lift station.

Sincerely,

David Horne

DH:mb
cc: Ms. Ruth A. Morris


N
LAKE
FAYETTEVILLE
PROPOSED BOOSTER STATION
JOYCE STREET
ZION RD
RD
TR
GULLEY
OAKLAND
HWY 265
HWY 45
MISSION BLVD
ROAD
CROSSOVER
WEST FORK WHITE RIVER
HUNTSVILLE RD
LAKE
SEQUOYAH



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

SCALE: 1 inch = 300 ft.

RECEIVED
AUG 1 3 1998

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 FAX 501/443-4340

August 11, 1998

Re: Water System Improvements
Phase II - Highway 45 East Area
Contract Section II – Gulley Road Pump Station
Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

Dear Don:

This letter is in response to your request that we provide our rationale for the location of the Gulley Road pump station at the proposed site as shown on the plans. In our final report for water system improvements (Project No. Fy-264; April 23, 1997), we set out the design considerations for these facilities which are to be constructed in three contract sections. I have enclosed a copy of a drawing labeled "Exhibit 4, Highway 45 East Area" showing the 20-year hydraulic analysis and the proposed improvements.

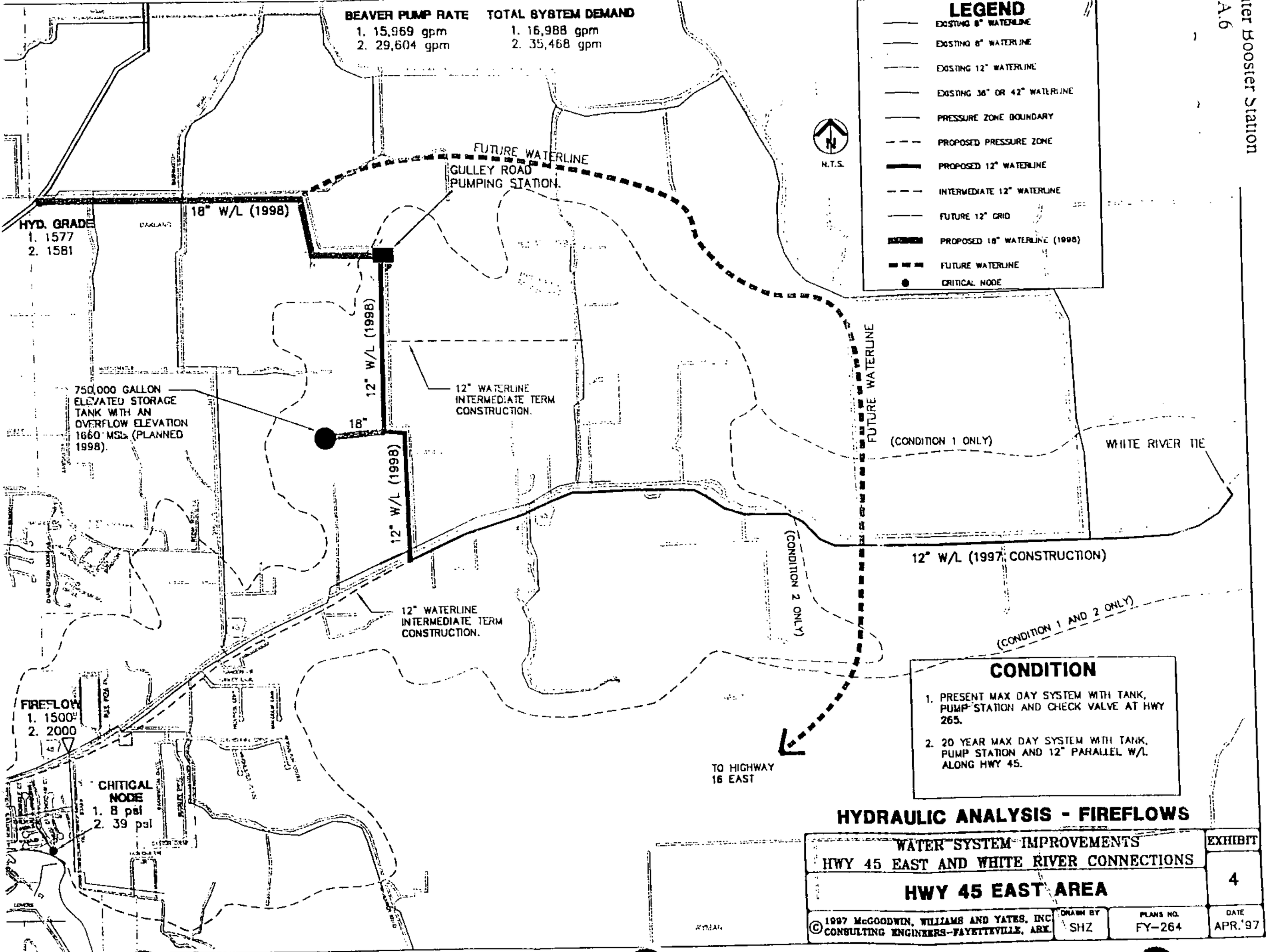
The final report calls for an 18-inch water line to be constructed from the existing 42-inch line east along Oakland Road, then south and east along Gulley Road, to a pumping station location with an approximate ground elevation of 1400 feet above mean sea level. From that point a 12-inch water line would be constructed south along Gulley Road to Highway 45, with an 18-inch line connecting to the 750,000 gallon elevated storage tank with an overflow elevation of approximately 1660. (The 12-inch diameter pump station discharge and the 18-inch connection to the elevated storage tank was later changed to 16-inch diameter.) This places the pumping station at the outermost limits of the pressure zone boundary served by the new storage tank. We looked at four other potential locations for the pumping station; however, in our opinion, the selected site is the least-cost alternative as well as the best location, from an engineering standpoint, for future development of the water system to serve the area.

I trust this provides you with the requested information. As you are aware, the locations of many types of water and wastewater system improvements are dictated by hydraulic considerations and ground elevations which sometimes don't provide many alternates to be considered. If you need any further information, please let me know.

Cordially,

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosure



Water Booster Station
A.6

water booster station. Since Ms. Morris is elderly (86 years), we have attempted to be low key through this entire procedure, but our efforts do not seem to have made any difference or changed her attitude. No alternate location has the amount of screening that this location has.

The city outlined a scheme for the possible development of the 45 acre tract as shown in the attached diagram. Tracts must be 4-5 acre since sewer is not available to this area. The property is outside the City limits but within the growth area. The water booster station land, which normally requires less than 0.25 acre, was extended for this case so as to insure complete screening and buffer, as well as allow a major entry off of Gulley Road to the rest of the property. Accordingly, the city has offered to acquire as much as 0.83 acres and dedicate at least 0.4 acre for utility easements and road right of way. This scheme, and the location of the booster station, was briefly looked over by an outside development engineering firm who concurred with the layout. The city offered to retain an outside consultant to act in behalf of Ms. Morris as to the possible layout of a residential development, including the booster station, for this property. Ms. Morris declined this offer.

The development layout was presented to the independent firm who did the appraisal for the required acquisition. While the appraiser (Reed & Associates, Inc.,Springdale) valued the current agricultural land at $13,000/acre for this large tract (45 acres), the appraiser felt that when developed, the presence of the booster station would make the immediately adjoining 5.0 acre tracts less desirable than those that were not adjoining. This severance damage was based on a (10-12%) discount of developed land at todays value ($20,000+/ac). The appraisal itself reflects this severance damage over the entire remainder acreage as undeveloped land. As indicated in the attached appraisal, the fair market value of the City's acquisition, based on current land value, was determined to be:

Value "Before" (45 Acres @ $13,000/ac)	=	$	585,000
Value "After" (44.33 Acres @ $12,500/ac)	=	$	554,000
Damage to Market Value (Acquisition of 0.67 Acre)	=	$	31,000

The above values break down to the following:

Acquisition:	0.67 Acre @ $13,000/ac	=	$	9,000
Severance Damage:	44.33 acre @ $500/ac	=	$	22,000
Total Acquisition Fair Market Value		=	$	31,000

If the city purchased the entire 165 feet of frontage along Gulley Road by a depth of 220 feet, and dedicated 120 feet of the 165 feet for public entry into the remainder of the property, the fair market value for that 0.833 acre was determined to be $33,000. These offers were presented to Ms. Morris on May 6, 1998, although we had considerable discussion with her prior to that offer date.

Ms. Morris has retained the services of David Horne, Attorney at Law, to represent her in this matter. Mr. Horne and the city staff have had various discussions on the proposed project, however, neither of us see any change in the position of Ms. Morris on the subject or the willingness to negotiate. Some alternate schemes for orientation of the booster station have been proposed by the city which would include some improvement for a possible roadway into the remainder property area for possible future access. This would not include a fully developed street, only a portion necessary for city access to the booster station. This latter alternate is not proposed as part of this condemnation request.

Owner:

Ruth A. Morris
951 Bowen Street
Pea Ridge, AR 72751

Phone: (501) 451-1596

Representative:

David B. Horne
Attorney at Law
207 W. Center Street
Fayetteville, AR 72701

(501) 521-7050

The city would like send this project to bid before the end of August, 1998. To do so requires land and easements to be acquired by that time or shortly thereafter. At this point, neither Mr. Horne or ourselves can see any movement that would give encouragement to a possible settlement on this booster station property acquisition. We ask you to present this to the City Council and request their authorization to have the City Attorney seek possession through the courts.

Water Booster Station
III.A.1

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~August 18, 1998~~ SEPT. 5

FROM:

Ed Connell — Name
Engineering — Division
Public Works — Department

ACTION REQUIRED: Approval of resoultion authorizing City Attorney to seek court authorized possession of 0.67 acre of land owned by Ruth A. Morris located in the SW¼-NW¼-28-17-29 for the purpose of constructing a water booster station thereon.

COST TO CITY:

$ 33,000 — Cost of this Request
$ 2,250,000 — Category/Project Budget
Hyw 45 Pump Sta & Elev. Tanks — Category/Project Name

5400-5600-5808.00 — Account Number
$ ~~234,581~~ 1,148,981 — Funds Used To Date
Program Name

98044-0030 — Project Number
$ ~~2,015,419~~ 1,101,019 — Remaining Balance
Fund: Water & Sewer

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date
City Attorney — Date
Purchasing Officer — Date

GRANTING AGENCY: ___

Internal Auditor — Date
ADA Coordinator — Date

STAFF RECOMMENDATION: Staff recommends approval as this property best meets the requirements of the City and will provide maximum screening and buffer from the neighbors. Property owner has declined to negotiate with City relative to this acquisition. It is opinion of the staff that the existing frontage on this property can only be used as entry into the 45 acre tract and the city is requesting to utilize/purchase only 27% of that frontage (45 feet out of 165 feet).

Division Head — Date 8-3-98
Department Director — Date 17 AUG 98
Administrative Services Director — Date 8/17/98
Mayor — Date

Cross Reference

New Item: Yes X No ___

Prev Ord/Res #: ___

Orig Contract Date: ___

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: JULY 29, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director CV
Donald R. Bunn, City Engineer DRB

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Property Condemnation

This office has been attempting to acquire a small parcel of land located along Gulley Road for a water booster station since October of 1997. The parcel selected by the city and our engineering consultants, McGoodwin, Williams & Yates, is owned by Ms. Ruth Morris and is located approximately half-way along the three mile water line replacement project from Joyce Blvd. to Hwy 45. The booster station is to be installed approximately ¾ mile North of the new tankage site, also along Gulley Road.

Please find herewith a General Area Map which indicates the routing of the water line project and the location of the tankage and proposed booster station. Properties along Gulley Road consist of 5-30 acre tracts, most of which have large and expensive homes associated with them. Few properties are totally undeveloped. The consultants choice and the City's choice of this site location is based upon its proximity to the water line route along Gulley Road at a location wherein the line pressure is still sufficient to service clients to that point. We look for sites that can be screened from surrounding neighbors and the public in general, therefore, undeveloped areas are desirable.

Ms. Morris is the owner of a 45 acre tract of undeveloped land; the problem it has is that it only has about 165 feet of frontage along Gulley Road. There is no other access to any of the 45 acres. The property is located in the NW¼-NW¼-28-17-29 (40 acres) and 5 acres in the SW¼-NW¼-28-17-29. The property is covered with hardwood and Cedar trees, which is exactly what the city needs for screening purposes. Ms. Morris has owned this property since 1946/63 and believes that the city acquisition will adversely affect the opportunity of future development of the rest of the property. The city would like to acquire about ⅔ of an acre just off of the road and has developed a proposal that would leave ample area off of Gulley Road for a major entry into the rest of the property (see diagram). Of the 165 feet of frontage, the city proposes to acquire and utilize the South 45 feet for entry into the booster station while leaving the North 120 feet for an entry into the remainder of the property.

Ms. Morris has objected to this acquisition from the very beginning and has given no indication that she is willing to move from that position in any manner. We have made extensive efforts to show Mrs. Morris how this property could be developed, even with the presence of the

Water Improvements
I.I.&J.11

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Public Works	Date Requested	Adjustment #
1998	Division: Water & Sewer	09/21/98	
	Program: Capital Water Mains		

Project or Item Requested:
Additional funding is requested for the HWY 45 East Pump Station & Elevated Tank Project, project # 98044.

Project or Item Deleted:
None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
Additional funding is needed to fully fund the construction of project.

Justification of this Decrease:
The City has increased water sales due to dry conditions during the summer sufficient to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Capital Water Mains	350,000	5400	5600		5808	00	98044	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	350,000	5400	0940		4999	99		

Approval Signatures

Requested By	9-21-98 Date
Budget Coordinator	9-21-98 Date
Department Director	Date
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

C:\APP\98BUD\BAADJHWY45W.WK4

CHANGE ORDER NO. 2
CRAFTON, TULL, AND ASSOCIATES, INC.

JOB: Township & North College JOB NO: 96182.00

DESCRIPTION AND LIST OF CHANGES:

1.	Stripping for island	$ 100.00
2.	Add. grated inlet (dig, cut, pour & back-fill)	$ 2,520.00
3.	Heavy duty ring & lid for College Ave.	$ 310.00
4.	Paving around light pole	$ 500.00
5.	Re-rubbed retaining walls	$ 450.00
6.	Unanticipated add. mobilization	$ 925.00
7.	Adjust two water valves boxes	$ 150.00
8.	Add. stripping for two extra arrows and one added triangle island	$ 575.00
9.	Surge stone & drain gravel (190.23/tn x 14.80/tn)	$ 2,815.40
10.	112 sy con. paving in lieu of asphalt @ $24.00/sy	$ 2,688.00
11.	Add concrete steps @ west end ret. wall "A"	$ 1,700.00
12.	Adjust existing meter box to grade	$ 1,500.00
13.	Adjust existing grate inlet to grade	$ 1,520.00

Item No. 37 Change Order #2 Lum Sum Total $15,753.40

REASON FOR CHANGES:

1. Abandon concrete island, and stripe instead.
2. Additional cost for retrofitting and backfilling.
3. Heavy-duty ring required in paving of College Ave.
4. Additional labor for placing and finishing concrete around power poles and grouting light pole base.
5. Mud and tire marks on walls after utilities were finished required additional rubbing.
6. Numerous move-in and move-outs due to delays (utility companies) created additional cost.
7. Two water valves in Township required rings to adjust.
8. Two extra arrows were painted and the island was painted rather than pouring concrete.
9. Surge stone for drainage on south side of retaining wall "A" and gravel for French drain and old septic tank removal.
10. Some areas were more cost effective to pour concrete paving rather than try to lay asphalt.
11. Concrete steps were added at request of City.
12. Requested by City.
13. Requested by City.

REQUESTED 9-16, 1998 _____
SWEETSER CONSTRUCTION

RECOMMENDED 9-16, 1998 _____
CRAFTON, TULL, & ASSOCS. INC.

APPROVED _____, 1998 _____
CITY OF FAYETTEVILLE

Water Improvements
I.I.&J.9

Construction Co., Inc.
P.O. Box 1208
Fayetteville, Arkansas 72702
(501) 751-8868
(fax) 751-7650

September 3, 1998

Jerry E. Rose, Esq.
City of Fayetteville
113 West Mountain, #302
Fayetteville, AR 72701

RE: Water System Improvements: Phase II - Hwy. 45 East Area
Contract Section I - Water Line

Dear Jerry:

Thank you for your letter of September 3, 1998. Please accept the following as the response of Basic Construction Co., Inc.

The gist of the Garney protest appears to be stated in the second full paragraph as follows: "...protesting Basic's bid on the project as being unbalanced as they apparently do not intend to comply with the trench safety law."

Let me begin by stating in the strongest possible terms that Basic feels that worker safety is important. We never take worker safety lightly, and we have not in connection with this bid.

Basic Construction Co., Inc. was the low bidder on the captioned project with a total bid of $891,212. The engineering projection for this project was $900,000. We understand that there has been a question raised by Garney Companies, Inc. whose bid was $892,100. It should be obvious from the projection and the actual bids, that there is a substantial consensus as to the compensation to perform all services necessary in this agreement, including trench or safety excavation systems. In addition, the bid item in question, even as bid by Garney, equals only .5 of one percent of the total bid package.

Basic Construction Co., Inc. certifies that it must and will perform <u>all</u> tasks necessary to meet the Occupational Safety and Health Administration's Standard for Excavation and Trench Safety System, 29 CFR 1926, Subpart P. Basic understands and agrees that all tasks necessary to meet these standards must be performed for a lump sum payment of two dollars ($2.00). OSHA standards must be, and in this case, have been taken into consideration in all

parts of the bid package. As a necessary part of separate bid items, those costs were not repeated in the separate bid item for trench safety. We have bid the project at a price which allows for full compliance with all OSHA regulations, including Subpart P, and adequate completion of all tasks under the agreement. This includes our obligation to fully comply with the requirements of 29 CFR 1926, Subpart P. We recognize that it is our obligation to provide that compliance at the contract price regardless of actual expenditures incurred.

We understand that Garney has suggested that the bid, in some way, does not comply with Act 291 of 1993. The current edition of the OSHA standard for excavation and trench safety systems, 29 CFR 1926, Subpart P was specifically incorporated into the specifications for the project. By bidding on the project, we have obligated Basic Construction to complete the project in full compliance with those regulations. Basic Construction completed the separate pay item as required by Arkansas Code Annotated 22-9-212 (b). It clearly complies with the requirements of the Act.

Finally, Basic already owns, as a company, all equipment, including trench box, if necessary, which may be reasonable and necessary to comply with Subpart P.

In conclusion, Basic completed a separate bid item for trench safety as required by Act 291 of 1993. The company acknowledges and agrees that the specifications require Basic to comply with the regulations contained in 29 CFR 1926, Subpart P. The amount of the bid is reasonable and adequate to complete all tasks, including compliance with Subpart P. The similarity of the engineer's projections and the first three bids, we believe, support the proposition that the bid is adequate, balanced, and reasonable to respond to all tasks undertaken under the agreement.

Very truly yours,

Gary Combs
President

cc: Donald R. Bunn
Charles R. Nickle
Michael H. Mashburn

While we have no way of verifying the present financial condition of J & L Construction, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction. Therefore, we recommend that the City of Fayetteville award this contract to J & L Construction in the amount bid of $368,500.00. We trust the City Council will concur in this recommendation.

The contract requires substantial completion of the project within 120 days and full completion and ready for final payment within 150 calendar days from the date of the issuance of the notice to proceed.

If you have any questions or we can provide additional information, please call.

Cordially,

Chuck

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

BID TABULATION
Phase II - Highway 45 East Area
Water Line and Pump Station

Contract Section I - Water Line

BIDDER	BID PRICE
Basic Construction*	$ 891,212.00
Garney Companies	892,100.00
A-Team Construction	895,550.00
S & J Construction	968,136.81
Twin City Construction	999,534.00
Forsgren, Incorporated	1, 010,350.00
F.H. Necessary & Son	1, 019,350.50
J & L Construction	1, 048,110.00
Spurlock, Inc	1, 067,505.00

Contract Section I - Water Line

BIDDER	BID PRICE
J & L Construction*	$ 368,500.00
Basic Construction	419,002.00
Township Builders	475,208.00
Mobley Contractors, Inc	496,700.00
Building and Utility Contractors	569,870.00

* Low Bidder

The other bids on the project for this same pay item ranged from a low of $2,000 to a high of $25,000. We recommend that the city make a determination as to whether this is a responsive bid and fully complies with the act.

In the event that the city does determine that the bid is not unbalanced and complies with the act, we recommend that the contract be awarded to Basic Construction Company. We have reviewed the Statement of Bidder Qualifications submitted by Basic Construction Company and based upon the information provided, we believe them to be qualified for this project. The company was organized in 1987, and they state they have engaged in the contracting business for 25 years. They have completed several projects for which we were the engineer, some in the city of Fayetteville.

However, if the city determines that Basic Construction Company's bid is unbalanced and nonresponsive, we recommend that the contract be awarded to the next low bidder, Garney Companies, Inc. We have reviewed their Statement of Bidder Qualifications and believe Garney Companies to be qualified to construct this project. The company was organized in 1962. They have completed numerous projects for which we were the engineer, some of which were for the city of Fayetteville, and we believe you are familiar with the company and their work.

While we have no way of verifying the present financial condition of Basic Construction Company, Inc. or Garney Companies, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction.

The contract requires substantial completion of the project within 120 days and full completion and ready for final payment within 150 calendar days from the date of the issuance of the notice to proceed.

If you have any questions or we can provide additional information, please call.

Cordially,

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

Water Improvements
I.I.&J.6

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 FAX 501/443-4340

September 2, 1998

Re: Recommendation of Award
Water System Improvements; Phase II – Highway 45 East Area
Contract Section II - Gulley Road Pump Station
City of Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Don:

Bids were received September 1, 1998, for construction of the above referenced water line project. Five bids were submitted, and the totals are shown below:

J & L Construction	$ 368,500.00
Basic Construction Co., Inc.	$ 419,002.00
Township Builders	$ 475,208.00
Mobley Contractors, Inc.	$ 496,700.00
Building & Utility Contractors	$ 569,870.00

A copy of the certified bid tabulation is included for your reference. The engineer's estimate prior to receipt of bids was $450,000.

We have reviewed the Statement of Bidder Qualifications submitted by J & L Construction, and based upon the information provided, we believe them to be qualified for this project. The company was organized in 1988, and they list the general character of work performed by their company as "light excavation/concrete/steel erection/utility." J & L completed a Madison County Regional Water Expansion project in January, 1998, at a cost of $1,103,000. They list contracts on hand as 1) Springdale Fire Station #6 for $1,055,000 to be completed September, 1998; 2) Walker Park Parking Lot for $188,500 to be completed September, 1998; and 3) Air America Hanger for $535,000 to be completed January, 1999.

award of Contract Section I (Water Line) to Basic Construction because of their bid of only $2.00 on Unit Item 31, Trench Safety. They claimed that since trench safety on a job such as this one would obviously cost a great deal more than the $2.00 bid by Basic, that it constituted an "unbalanced" and non-responsive bid.

As a result of Garney's protest, we contacted Basic Construction and asked them to respond. Their rebuttal is contained in a letter which is attached. The Staff feels that Basic Construction's response is acceptable and that it shows their ability and intent to perform trench safety as required by state law and the specifications.

It is the recommendation of the Staff that the Council authorize the Mayor and City Clerk to execute a construction contracts with:

a) Basic Construction	Contract Section I - Water Line	$ 891,212.00
b) J & L Construction	Contract Section II, Pump Station	$ 368,500.00

The Staff also requests the approval of a contingency amount of $100,000.00 on Contract Section No. 1 and $40,000.00 on Contract Section No. 2.

Water Improvements
I.I.&J.4

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 FAX 501/443-4340

September 2, 1998

Re: Recommendation of Award
Water System Improvements; Phase II – Highway 45 East Area
Contract Section I - Water Line
City of Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Don:

Bids were received September 1, 1998, for construction of the above referenced water line project. Nine bids were submitted, and the totals are shown below:

Basic Construction Co., Inc.	$ 891,212.00
Garney Companies, Inc.	$ 892,100.00
A-Team Construction	$ 895,550.00
S & J Construction Company, Inc.	$ 968,136.81
Twin City Construction	$ 999,534.00
Forsgren, Inc.	$1,010,350.00
F. H. Necessary & Son Construction Co.	$1,019,350.50
J & L Construction	$1,048,110.00
Spurlock, Inc.	$1,067,505.00

A copy of the certified bid tabulation is included for your reference. The engineer's estimate prior to receipt of bids was $900,000.

In reviewing the bid submitted by Basic Construction Company, under Item 31, they bid a lump sum in the amount of $2 to comply with the Trench or Safety Excavation System as required by Act 291 of the 1993 Arkansas General Assembly. That bid item appears to be unbalanced and could be grounds for rejecting the bid if the city so chooses. Act 291 requires the inclusion in all bids for public works projects a separate price pay item for Trench or Safety Excavation Systems. Section 2 of that Act states that in the event a contractor fails to complete a separate pay item in accordance with the applicable provisions of Section 1 of the act, the municipality shall declare that the bid fails to comply fully with the provisions of the specifications and bid documents and will be considered invalid as a nonresponsive bid.

STAFF REVIEW FORM

XX AGENDA REQUEST, City Council meeting of October 6, 1998

FROM: Don Sunn (Name) Engineering (Division) Public Works (Department)

ACTION REQUIRED: Approval of:

1 Contract Section 1, Waterlines - Basic Construction, $891,212.00 with a contingency of $100,000.00.

2 Contract Section II, Booster Pump Station - J&L Construction, $368,500.00 with a contingency of $40,000.00.

3 A Budget Adjustment of $350,000.00, attached.

COST TO CITY:

$1,399,712.00	$ 2,250,000.00	Hwy 45 Area Water, Ph 2
Cost-This Request	Category/Project Budget	Category/Project Name
5400 5600 5308 00	$ 1,200,288.00	
Account Number	Funds Used To Date	Program Name
98044	$ 1,049,712.00	Water and Sewer
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW: XX Budgeted Item XX Budget Adj. Attached

(Bid contract needed)	9/21/98		
Budget Coordinator	Date	Administrative Services Director	Date
	9-21-98		
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve 1) Contract Section I, with Basic Construction for $891,212 with a contingency of $100,000, 2) Contract Section II, J&L Construction for $368,500.00 with a contingency of $40,000.00. Staff also recommends approval of a budget adjustmet of $350,000.00

	9-21-98	
Division Head	Date	Cross Reference
		New Item: **Yes** No
Department Director	Date	
		Prev Ord/Res #:
Admin Services Director	Date	
		Orig Contract Date:
Mayor	Date	

Water Improvements
I.&J.2

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer
Thru: Kevin Crosson, Public Works Director

Subject: Award of Bids
Highway 45 East Area Water Improvements
1) Contract Section I - Water Line
2) Contract Section II - Gulley Road Pump Station

Date: September 10, 1998

On September 1, 1998 the City opened bids on Phase II of the Highway 45 East Area Water Improvements, Contract Sections I and II. The bid tabulation for each of the contract sections is attached. The low bidders were:

Contract Section	Contractor	Bid Price	Engineer's Est.
I - Water Line	Basic Construction	$ 891,212.00	$ 900,000.00
II - Booster Station	J & L Construction	368,500.00	450,000.00

Contract Section I consists of approximately 8700 feet of 18" water line, 3500 feet of 16" water line, and 3600 feet of 12" water line. The lines will connnect our 36 inch transmission line (at Joyce Boulevard) to the proposed booster station and the elevated tank on Gulley Road. Contract Section II consists of the water booster station, and the on-site piping associated with it.

Attached is a letter from McGoodwin, Williams, and Yates which recommends award of construction contracts to the low bidders listed above. You will note that Garney Companies, Incorporated of Kansas City, Missouri protested the

Grass Maintenance
I.B.1 Grass

STAFF REVIEW FORM

XX Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF October 6, 1998

FROM:

Charles Venable		Public Works
Name	Division	Department

ACTION REQUESTED: Approval of a resolution covering the maintenance of the proposed buffer strip located between the back of curb and edge of sidewalk along Highway 16 west from the vicinity of Meadowlands Drive to U.S. Highway 71.

COST TO THE CITY:

$2,000/year	224,487 (1998 Bdgt)	
Cost of this request	Category/Project Budget	Category/Project Name
	145,531	Right-of-Way
Account Number	Funds used to date	Program Name
	78,956 (as of 9/16/98)	Streets
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X Budgeted Item ____ Budget Adjustment Attached

9-14-98	
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J Cramer	9-14-98	Yolanda Fields	9-15-98 ✓
Accounting Manager	Date	Internal Auditor	Date
	5-17-98 ✓		
City Attorney	Date	ADA Coordinator	Date
P Vice	9-17-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

	9-14-98	
Division Head	Date	**Cross Reference**
	21 SEP 1998	
Department Director	Date	New Item: Yes No
	9/21/98	
Administrative Services Director	Date	Prev Ord/Res #: _____
	9/21/98	
Mayor	Date	Orig. Contract Date: _____

Maintenance
I.B.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMO

To: Mayor Hanna
City Council Members

From: Charles Venable

Date: September 14, 1998

Subject: Resolution Covering the Maintenance of the Buffer Area on State Highway 16 West

The Arkansas Highway and Transportation Department has asked that a resolution covering the maintenance of the buffer area to be located between the edge of the curb and the sidewalk, approximately two feet, along both sides of Highway 16 from Meadowlands Drive to Highway 71 be enacted by the City Council.

The project as proposed does not require the acquisition of additional right-of-way and will require very little utility relocation. The project will be basically four lanes from Meadowlands Drive to near Salem Road, and four lanes with a turn lane from Salem Road to Highway 71. Left-turn lanes will also be provided at Rupple Road and Meadowlands Drive. The total length of improvement to Highway 16 will be approximately 5900 feet.

CV:msm

enclosures: Resolution
Letter from Arkansas Highway
and Transportation Department

c Jerry Rose
Kevin Crosson

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE IMPROVEMENTS ALONG HIGHWAY 16 WEST.

WHEREAS, the City of Fayetteville has by Resolution No. 120-97, dated December 16, 1997, agreed to enter into a 50/50 cost share for the widening of State Highway 16 from Highway 71 west to the vicinity of Meadowlands Drive, and

WHEREAS, the Arkansas Highway and Transportation Department has further requested that a resolution covering the maintenance of the buffer area located between the curb and sidewalk be enacted, and

WHEREAS, the City of Fayetteville is agreeable to maintaining the buffer strips located between the curb and sidewalk to be located along both sides of the improved highway,

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

The Mayor be authorized to enter into a Maintenance Agreement for the so designated buffer areas along Highway 16 between Highway 71 and the vicinity of Meadowlands Drive.

PASSED AND APPROVED this ____ day of _____ 1998.

Approved:

By: _____
Fred Hanna, Mayor

Attest:

By: _____
Heather Woodruff, City Clerk

Grass Maintenance
I.B.4

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

August 28, 1998

RECEIVED
SEP 01 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

Dear Mayor Hanna:

In response to the City's request for a buffer area between the curb and sidewalk on the project to widen Highway 16 west of Highway 71 (Job 040277), we have determined that this buffer can be provided without need for additional right-of-way. However, since this sidewalk placement is a departure from Department practice, we ask that the City execute a resolution (sample enclosed) and that you sign the enclosed Agreement of Understanding regarding maintenance of this buffer area and conditions associated with the City's participation in this phase of the project.

Once this resolution has been passed, please return it and a signed Agreement of Understanding to this office.

If you have any questions, please contact Virginia Porta in our Planning and Research Division at (501) 569-2207.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosures

c: Commissioner Bobby Hopper
Director

AGREEMENT OF UNDERSTANDING
Between
The Arkansas State Highway and Transportation Department
and
City of Fayetteville
concerning the placement of sidewalks on State Highways.

WHEREAS, some local jurisdictions request buffer areas consistent with regional or local standards; and

WHEREAS, it is the desire of the Arkansas State Highway and Transportation Department to cooperate with communities to achieve local design goals; and

WHEREAS, the City of Fayetteville has requested that sidewalks on Job # 040277 be placed two (2) feet from the curb.

NOW THEREFORE, IT IS AGREED that the Arkansas State Highway and Transportation Department will design the above job with five (5) foot sidewalks placed approximately two (2) feet from the curb.

IT IS FURTHER AGREED that the City of Fayetteville will be responsible for mowing and other basic maintenance between the curb and sidewalk, and will obtain written permission from the Arkansas State Highway and Transportation Department for the placement of any materials between the curb and sidewalk.

IN WITNESS THEREOF, we, the parties hereto, having been duly authorized to sign the Agreement on behalf of the cooperating participating governments, officially execute this Agreement on this _____ day of _____, 19 __.

_____	_____
Director of Highways and Transportation	Mayor City of Fayetteville

Ed. Channel
I.C.1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Marvin Hilton — Name
Cable Administration — Division
General Government — Department

ACTION REQUIRED: Passage of a resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until the 30th day of September, 2000.

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

(no budget impact)
Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn Bamer — Accounting Manager — 9-15-98 Date
City Attorney — 9-15-98 Date
Purchasing Officer — 9-18-98 Date

GRANTING AGENCY:

Yolanda Fields — Internal Auditor — 9-15-98 Date
ADA Coordinator — Date

STAFF RECOMMENDATION: Approval of agreement.

Division Head — 9.21.98 Date

Department Director — Date

Administrative Services Director — 9/21/98 Date

Mayor — 9/21/98 Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

C:\APP\BLANKFOR\EAC_UOFA.AGR

Ed. Channel
I.C.2

TO: **MAYOR HANNA & CITY COUNCIL**

FROM: **MARVIN HILTON, CABLE ADMINISTRATOR**

SUBJECT: **AGREEMENT FOR EDUCATIONAL ACCESS TV**

DATE: **AUGUST 26, 1998**

At their August 20 meeting, the Cable Board voted 7 to 0 to recommend to the City Council that an agreement with the University of Arkansas to operate the Educational Access Channel be adopted.

Since May 1991, the City of Fayetteville has approved resolutions which state that:

"The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be reponsible for the programming on said channel, which shall be used only for educational purposes."

The above constituted the entire contract. (See attached resolution no. 94-91 and our present contract no. 108-96 which expires Oct. 15, 1998.)

This latest recommendation, which will replace the above contract, is different. It is a more formal agreement with much more specificity as to how the educational channel shall be operated. (**see attached "EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS"**)

Also see the attached:

- excerpts from the Cable Television Meeting of August 20, 1998 minutes
- "Excerpts from Fayetteville Cable Franchise Subsequent Related Board & Committee Actions"

EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS

THIS AGREEMENT is made and entered into this ____ day of _____, 1998, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and UATV, a service of the University of Arkansas (hereafter UATV), for the operation of the educational channel.

SECTION I
AGREEMENT PERIOD

A. The agreement period shall begin the _____ day of _____, 1998, and shall continue until the 30th day of September 2000.

SECTION II
SERVICES/DUTIES

A. UATV hereby agrees and shall be responsible for operating the educational channel for educational purposes, which shall include the following:

1. Scheduling of programs on the educational channel.
2. Cablecasting of programs on the educational channel.
3. Promoting use of the educational channel by the Fayetteville Public School district, the University of Arkansas and other educational entities in Fayetteville.

B. UATV shall provide, oversee, administer and carry out all the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provision and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. There shall be no charge for programs cablecast on the educational channel.
2. All communication between the City and UATV with regard to matters under this agreement will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and UATV's duly appointed representative. In the event of a disagreement over the administration of this agreement either party may appeal to the Cable Board who shall make recommendations to the Mayor or City Council, as may be required.

3. UATV will determine programming content and technical quality under the following guidelines:

a. Local programming will be preferred over imported programming.

b. Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of an imported program provided free of charge to the channel. No more than 20 percent of a week's programming may contain commercial messages and no program whose sole purpose is to promote a commercial product or service will be cablecast.

c. A fair and equitable division of available programming hours will be made by UATV as demanded by programming produced and submitted by the various educational entities.

4. UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities.

5. UATV will establish an Educational Advisory Committee whose makeup will give fair representation to all the educational entities who might be users of the educational channel; set up regular meetings with the Committee; and work with the Committee to promote use of the educational channel. The Committee will be in place by Dec. 1, 1998.

6. UATV shall send a representative to the Cable Board meeting to present quarterly reports on the operations of the educational channel. The Cable Administrator will notify UATV when these reports are required. The first of these reports is to be presented at the October 1998 Cable Board meeting.

Once UATV obtains a paid staff, quarterly written reports must be presented to the Cable Administrator to be mailed to Cable Board members in their regular monthly packet of materials. The Cable Administrator will notify UATV of the deadlines for the written reports. UATV will notify the Cable Administrator when the staff is hired.

At minimum, these reports should contain:

a. The number of hours of programming cablecast weekly during the quarter.

b. A breakdown of the programming as to whether it is locally produced or imported; whether it is new or repeat; and from what educational entity it was submitted.

SECTION III
LEGAL AUTHORITY

A. UATV assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of UATV have been fully authorized by UATV to execute this Agreement on behalf of UATV, and that such authority shall legally bind UATV to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either UATV or the person signing the Agreement to enter into this Agreement.

SECTION IV
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. UATV shall comply with all applicable laws, regulations, procedures and polices of the Federal, State and local governments.

SECTION V
CONSIDERATION

A. In consideration for providing access to the educational channel by the University of Arkansas, the Fayetteville Public Schools, and other educational entities as shall be determined by UATV, the City of Fayetteville grants UATV exclusive control of its educational access channel.

B. Funding for any and all use of the educational channel shall be the responsibility of those providing programming for such use. UATV is not responsible for providing production facilities for the educational channel.

SECTION VI
ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this Agreement.

SECTION VII.
TERMINATION OF AGREEMENT

A. This agreement may be terminated by either party with a thirty day written notice.

SECTION VIII
SEVERABILITY

A. If any section, subsection, sentence, clause, phrase or word of this Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed to be a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this Agreement.

UATV

By:_____

Title:_____

ATTEST:

By:_____

Title:_____

CITY OF FAYETTEVILLE, ARKANSAS
By: Fred Hanna, Mayor

ATTEST:
By: Heather Woodruff, City Clerk

Excerpt From the

Cable Television Board Meeting
August 20, 1998

1. Call to Order

The meeting was called to order at 5:18 p.m.

2. Roll Call

Cable Board Members Present:
Barbara Stripling, Katherine Shurlds, Woody Charlton, Jim Bemis, James Alford, Ron Warren and Rowland McKinney.

Others Present: Marvin Hilton, Cable Administrator; Larry Foley of UATV 2, members of the Press Britt Graves and Doug Gierach and citizen Cyrus Young.

12. UATV Agreement Renewal

Board member Katherine Shurlds presented a draft copy of a proposed agreement between the City of Fayetteville and the University of Arkansas Television (UATV 2). Ms. Shurlds pointed out that UATV receives no money for the operation of Channel 2 from the City as does Community Access Television Channel 8. She also pointed out that members of the past Cable Board wanted a regular report from UATV.

Ms. Shurlds moved that the proposed agreement with UATV be accepted and sent to the City Council for approval. Board Jim Bemis seconded the proposal.

Mr. Larry Foley, U of A Professor of Journalism and faculty advisor on the operation of Channel 2, described the history and current operation of UATV. Mr. Foley made the following points:

* Before 1993 the Division of Continuing Education had operation of Channel 2
* The station was used primarily for the NASA station feed and was underutilized.
* The Department of Journalism and journalism students took over the day to day operation of the Educational Channel in the Fall of 1996. They have been operating the Channel ever since then in the Fall and Spring semesters.
* At that time the Department of Journalism worked out an agreement with AETN that when UATV wasn't playing their programing they would go to PBS X feed, which is Public Broadcasting Service feed, not the same as AETN.
* UATV has been operating from 4:00 p.m. until 10:00 p.m., Monday through Friday.
* Last January UATV started from 10:00 p.m. until 8:00 a.m. an overnight music and bulletin board service.
* UATV has no budget and does it as an "On Air" lab for the students and as a service to U of A students, staff, faculty and the larger community.

* UATV is being added to the Springdale cable system on Channel 14 and this should be finished by the middle of October
* UATV will also be in Rogers, Bentonville, and Bellavista by, probably, December of 1999.
* UATV is planning to go on the air August 31 with news briefs, a half-hour news program and a live call-in sports program.
* UATV will consider playing any tapes produced by the public schools as long as they aren't politically motivated and are of educational value

Ms. Shurlds brought up some concerns that Mr. Foley had with some of the wording and the request for a written report.

Mr. Foley pointed out that UATV has no paid staff and doesn't have the time to prepare a monthly written report.

Cable Board Chair, Woody Charlton, suggested that quarterly reports could be given by students.

Mr. Foley pointed out that there is a plan to have a paid staff of part time students at some time in the future but that there is no funding for this currently.

Ms. Shurlds proposed an amendment that quarterly oral reports be submitted. Any written reports would be required only when UATV has a paid staff. The motion was seconded and passed by the Board.

At Mr. Foley's suggestion it was moved by Board James Alford that the word "solely" be removed from the phrase "shall be responsible for operating the educational channel ***solely*** for educational purposes" of the proposal. (Section II, A) The motion was seconded by Board member Barbara Stripling and passed by the Board.

Ms. Shurlds offered an amendment to strike the second sentence of number four which read "UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities. These policies must be submitted to the Cable Board for review by _____, 199_." The motion was seconded and passed.

At Board member Ron Warren's suggestion Katherine Shurlds moved that in Section II, 3.b. be amended to read "Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of ***an import*** program provided free of charge to the channel." The motion was seconded and passed by the Board.

Mr. Foley suggested that the Cable Board hold a meeting at UATV so they can meet some of the students and get an idea of how they operate. Mr. Foley also commended TCA Cable for their help and service.

Chairman Woody Charlton called the question on the motion of the agreement proposal as amended. The motion was passed unanimously.

Excerpts from Fayetteville Cable Franchise
Subsequent Related Board & Committee Actions

(A) Ordinance No. 3413 of 7 March 1989. Franchise Agreement with Warner Cable Communications, Inc.

SECTION XIV, FRANCHISE FEE PAYMENT, A. Grantee shall pay to the City an annual franchise fee equal to five percent (5%) of its annual gross revenues as described in Section II-I.

SECTION XV-II, SUPPORT FOR PUBLIC ACCESS, B. Grantee agrees to provide the City, within sixty (60) days after the effective date of this Franchise, a one-time payment in the amount of $230,000.00 to be utilized for the construction, purchase and/or renovation of a City-owned building to be utilized for access programming purposes. In addition, Grantee agrees to provide to the City on the fifth and tenth anniversaries of the effective date of this Franchise, $35,000.00 payments to be utilized for capital expenses associated with access facilities.

SECTION XVII, PUBLIC SERVICE, In consideration of the granting of this Franchise to the Grantee, the Grantee shall furnish without monthly fee, basic service outlet connections to existing public buildings, as designated by the City, as well as one outlet to each existing public school currently passed by Broadband Telecommunications Network. The Grantee further agrees to furnish without monthly fee, one basic service connection to new municipal and/or school buildings, if it is economically and technically feasible to do so, but reserves the right to charge an installation fee for any non-standard installation that may be required.

(B) <u>MEMORANDUM</u>

TO: Fayetteville Board of Directors
FROM: Ad Hoc Committee on Cable Television
Scott Linebaugh, City Manager (Initialed by)
Jerry Rose, City Attorney (Initialed by)
John Watkins, UA Law Professor (Initialed by)
DATE: May 3, 1991
RE: Establishment of a Cable Television Board and Assignment of the Three Access Channels

Page 1, Para. 2. & as continued on page 2:

As regulator of the three access channels, the City can designate these channels to be used by another entity or administer them itself. The committee recommends that Fayetteville Open Channel be assigned the public access channel, the University of Arkansas given the use of the educational access channel, and the governmental access be administered by the City. The committee made this decision after numerous meetings with representatives from the University of Arkansas, Fayetteville Public Schools, and Fayetteville Open Channel. At this

time, the Fayetteville Schools are not in a position to take on the operations of the educational channel. Section 8 of the proposed ordinance creating the Cable Television Board directs them to consider the needs of the Fayetteville School System in any decision it makes pertaining to administration of the access channels. Therefore, if at some time in the future, the public schools are able to play a more active role in the programming of the access channels, the Cable Board is instructed to do whatever it can to make sure their needs are being met.

(C) REPORT OF THE AD HOC COMMITTEE ON CABLE TELEVISION
May 3, 1991

Background
Para. G. An ad hoc cable committee was formed in 1988 to negotiate the franchise agreement with Warner. Its membership consisted of Jim Pennington, City Manager; Scott Linebaugh, Assist. City Manager; James McCord, City Attorney; and John Watkins, UA Law Professor. This same committee, minus Jim Pennington, and with Jerry Rose replacing James McCord, is continuing to meet to this day.

System Upgrade
Para. 1. Under the old franchise agreement the city was paid a 3% annual franchise fee. Under the new agreement, the city now receives 5% of Warner's annual gross profits. (Note: Not so. The fee is 5% of Warner's gross revenues), the maximum allowed by law.

Recommendations
1. Under the terms of the new franchise agreement with Warner, the city regulates the three new access channels. This means the city will designate these channels to be used by another entity or administer them itself. The committee recommends that a Cable Television Board be established to oversee the operations of the access channels. At the same time, the channels should be used in the following manner.

a. Educational Access - This channel should be turned over to the University of Arkansas for their use. The Fayetteville Public Schools are not presently in a position to operate an access channel. The University is ready and wiling to take on the operations of this channel for University programming. The city should contract with the U of A to operate this channel, in the same way it contracted with FOC to operate the public access channel. All program decisions should be left up to the University.

(D) RESOLUTION NO. 94-91 A RESOLUTION REGULATING PUBLIC ACCESS, EDUCATIONAL, AND GOVERNMENTAL CABLE TELEVISION CHANNELS PURSUANT TO THE FRANCHISE AGREEMENT APPROVED BY ORDINANCE NO. 3413, MARCH 7, 1989.

SECTION 2. Educational Channel. The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be responsible for the programming on said channel, which shall be used only for educational purposes.

(E) ORDINANCE NO. 3549.
AN ORDINANCE CREATING THE FAYETTEVILLE CABLE BOARD; ESTABLISHING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES AND DUTIES OF THE BOARD; PROVIDING FOR AN APPEAL OF CERTAIN DECISIONS TO THE CITY BOARD OF DIRECTORS; AND REQUIRING CONSIDERATION OF FAYETTEVILLE SCHOOL SYSTEM NEEDS.

SECTION 6. Duties

(a) The Board shall advise the City Board and make recommendations on cable related issues, including but not limited to the following:

(1) Use and administration of cable channels, designated for public, educational, and governmental access;

(2) Establishment and use of City's access facility;

(3) Any reports submitted to the City by a cable operator, access channel user, or other entities regarding cable-related matters;

(4) Funding for public, education, and governmental access operations;

(5) Performance of any cable operator serving the City, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and

(6) Renewal of any franchise agreement between cable operator and the city.

(b) Further, the Board shall have the following duties and responsibilities:

(1) Oversee the construction of and administer the City's access facility;

(2) Administer any cable channels designated for public, education, or governmental access, unless the City Board enters into a contract with another entity or institution for such administration;

(3) Oversee operations of any access channel administered by another entity or institution under contract with the city;

(4) To the extent permissible by law, resolve disputes concerning program content on access channels;

(5) Promote public awareness, use, and viewership of access channels; and

(c) The Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

Section 8. Recognizing the desire of the Fayetteville School System to participate in access programming despite a present inability to manage an access channel, the Board shall take into consideration the needs of the Fayetteville School System, if any, in any channel it may administer or any contract it may negotiate for the administration of access channels.

Ed. Channel
I.C.13

RESOLUTION NO. 108-96

A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT WITH THE UNIVERSITY OF ARKANSAS TO OPERATE THE EDUCATIONAL ACCESS CHANNEL THROUGH OCTOBER 15, 1998.

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

Section 1. The City Council hereby approves an extension with the University of Arkansas to operate the educational access channel through October 15, 1998.

PASSED AND APPROVED this 15th day of October, 1996.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

Ed. Channel
I.C.14

RESOLUTION NO. 94-91

A RESOLUTION REGULATING PUBLIC ACCESS, EDUCATIONAL, AND GOVERNMENTAL CABLE TELEVISION CHANNELS PURSUANT TO THE FRANCHISE AGREEMENT APPROVED BY ORDINANCE NO. 3413, MARCH 7, 1989.

WHEREAS, the City of Fayetteville, Arkansas and Warner Cable Communications, Inc. have entered into a franchise agreement regarding the operation of a cable television system in the city;

WHEREAS, under Section XVII of the franchise agreement, approved by Ordinance No. 3413 on March 7, 1989, the city has the obligation and authority to regulate three cable television channels designated for public access, educational, and governmental use;

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

Section 1. **Public Access Channel.** The channel designated for public access shall be operated by Fayetteville Open Channel, Inc. a nonprofit corporation, for the period specified in and under the terms of the contract between Fayetteville Open Channel, Inc. and the City of Fayetteville approved by Resolution No. 161-90, October 16, 1990. Fayetteville Open Channel, Inc. shall be responsible for the programming on said channel, which shall be used only for public access purposes.

Section 2. **Educational Channel.** The channel designated for educational use shall be operated by the University of Arkansas, Fayetteville, for a period of two years from the date of this resolution. The University of Arkansas, Fayetteville, shall be responsible for the programming on said channel, which shall be used only for educational purposes.

Section 3. **Governmental Channel.** The channel designated for governmental use shall be operated by the City of Fayetteville. The city shall be responsible for the programming on said channel, which shall be used only for governmental purposes; provided, however, that said channel may from time to time be made available for use by the Fayetteville Public Schools.

Section 4. **Commercial Use Prohibited.** The public access, educational, and governmental channels shall not be used for commercial programming or other commercial purposes.

PASSED AND APPROVED this 21st day of May, 1991.

APPROVED:

By: Fred A. Krueger
Mayor

ATTEST:

By: Sherry L. Thomas
City Clerk

Bid 98-53
I.D.1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Items #1 through 9 - Bid #98-53 for the purchase of 20 various light and medium duty Pick up trucks and Utility Vehicles as itemized in "ATTACHMENT #1". The Vendor for this Purchase is Ron Blackwell Ford, P.O.Box 547, Bentonville, AR 72712 (Vendor 88230)

COST TO CITY:

Cost: $579,780.15 Trade Allowance: N/A Net Cost: $579,780.15

$579,780.15	$ 672,465.00	Repl/Exp Lt./Med. Utility Veh.
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 71,565.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98063-001	$ 600,900.00	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:**

Marilyn J Cramer — Accounting Manager — 9-16-98 Date

ADA Coordinator — Date

Kay Gray — City Attorney — 9-16-98 Date

Yolanda Fields — Internal Auditor — 9-16-98 Date

Peggy Vice — Purchasing Officer — 9-16-98 Date

STAFF RECOMMENDATION:

Acceptance of Bid 98-53 and authorization to Purchase Vehicles per Attachment

Division Head — Date

Department Director — Date

Administrative Services Director — 9/17/98 Date

Mayor — 9/17/98 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Bid 98-53
I.D.2

ATTACHMENT #1

ITEM 1.	Ron Blackwell Ford - 3 Units at $21,754.90	$65,264.70
ITEM 2.	Ron Blackwell Ford - 2 Units at $21,992.65	$43,985.30
ITEM 3.	Ron Blackwell Ford - 4 Units at $19,680.62	$78,722.48
ITEM 4.	Ron Blackwell Ford - 1 Unit at $19,758.67	$19,758.67
ITEM 5.	Ron Blackwell Ford - 2 Units at $35,555.80	$71,111.60
ITEM 6.	Ron Blackwell Ford - 1 Unit at $55,006.80	$55,006.80
ITEM 7.	Ron Blackwell Ford - 3 Units at $28,304.80	$84,914.40
ITEM 8.	Ron Blackwell Ford - 1 Unit at $53,180.80	$53,180.80
ITEM 8.	Ron Blackwell Ford - 2 Units at $36,180.80	$72,361.60
ITEM 9.	Ron Blackwell Ford - 1 Unit at $35,473.80	$35,473.80

TOTAL BID AWARD: $ 579,780.15

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 15, 1998

SUBJECT: **BID AWARD RECOMMENDATION 98-53**

Reference the attached Agenda Request for the Award of Bid 98-53, Items #1 thru 9. The lowest qualified bidder meeting specifications is Ron Blackwell Ford, P.O. Box 547, Bentonville, AR 72712. (Vendor #88230). These are budgeted items for the calendar year 1998.

The Bid Tabulation Sheet dated June 1, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City.

The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the User Departments/Divisions and the Fleet Operations Division prior to submission to the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Extended Cab 4X4 Pick Up Truck w/ Tool Boxes and Safety Equipment

3-1999 Ford Ranger @ $21,754.90 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$65,264.70

ITEM 2. Extended Cab 4X4 Pick Up Truck w/ Topper and Safety Equipment

2-1999 Ford Ranger @ $21,992.65 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$43,985.30

ITEM 3. Extended Cab 4X2 Pick Up Truck w/ Tool Boxes and Safety Equipment

4-1999 Ford Ranger @ $19,680.62 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$78,722.48

ITEM 4. Extended Cab 4X2 Pick Up Truck w/ Topper and Safety Equipment

1-1999 Ford Ranger @ $19,758.67 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$19,758.67

ITEM 5. Standard Cab 4X2 DRW Platform Dump w/Safety Equipment

2-1999 Ford F-350 @ $35,555.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$71,111.60

ITEM 6. Extended Cab 4X4 DRW Utility Truck w/Safety Equipment

1-1999 Ford F-350 @ $55,006.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$55,006.80

ITEM 7. Extended Cab 4X4 3/4T Pick Up Truck w/Safety Equipment

3-1999 Ford F-250 @ $28,304.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$84,914.40

ITEM 8. Standard Cab 4X4 DRW Utility Truck w/Crane and Safety Equipment

1-1999 Ford F-350 @ $53,180.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$53,180.80

ITEM 8. Standard Cab 4X4 DRW Utility Truck w/Safety Equipment

2-1999 Ford F-350 @ $36,180.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$72,361.60

ITEM 9. Crew Cab 4X2 DRW Platform Dump w/ Safety Equipment

1-1999 Ford F-350 @ $35,473.80 This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

$35,473.80

SUMMARY

TO BE DELIVERED AS COMPLETE UNITS

ITEM 1.	Ron Blackwell Ford - 3 Units at $21,754.90	$65,264.70
ITEM 2.	Ron Blackwell Ford - 2 Units at $21,992.65	$43,985.30
ITEM 3.	Ron Blackwell Ford - 4 Units at $19,680.62	$78,722.48
ITEM 4.	Ron Blackwell Ford - 1 Unit at $19,758.67	$19,758.67
ITEM 5.	Ron Blackwell Ford - 2 Units at $35,555.80	$71,111.60
ITEM 6.	Ron Blackwell Ford - 1 Unit at $55,006.80	$55,006.80
ITEM 7.	Ron Blackwell Ford - 3 Units at $28,304.80	$84,914.40
ITEM 8.	Ron Blackwell Ford - 1 Unit at $53,180.80	$53,180.80
ITEM 8.	Ron Blackwell Ford - 2 Units at $36,180.80	$72,361.60
ITEM 9.	Ron Blackwell Ford - 1 Unit at $35,473.80	$35,473.80

TOTAL BID AWARD: $ 579,780.15

The budgeted amount for items in this Category/Project was originally $672,465.00 in account 9700-1920-5802.00, Project 98063-001. To date we have utilized $71,565.00, which leaves a balance of $600,900.00. With the purchase of these items at $579,780.15 we will have a balance remaining of $21,119.85 for other items in this Category/Project.

Bid 98-53
I.D.6

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMO

TO: Ben Mayes, Administrative Services Director

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 11, 1998

SUBJECT: **PROPOSED VEHICLE ASSIGNMENTS**

The following draft is provided for your review and comments. The units listed below have been provided for in the 1998-2002 Capital Improvements Projects and approved in the 1998 Shop Improvements Budget - 9700-1920-5802.00 - Project 98063-001 - Light/Medium Utility Vehicles, Replacement/Expansion. This is to continue the goal of the Fleet Operations Division to provide safe and efficient vehicles for the operational needs of user Department/Divisions. Please note that only 1 expansion unit is included in this proposal. Previously planned expansion units are being provided by reassignment of replaced units. This is eliminating the need to purchase non-specialized vehicles for expansion purposes.

Units requiring replacement due to accident damage:

218 - 1988 GMC C-10 1/2Ton Pick up "Totaled" Parks Maintenance - Replace with 254 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 47,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

238 - 1988 GMC C-10 1/2Ton Pick up "Totaled" Parks Maintenance - Replace with 261 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 45,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

Units scheduled for replacement due to age and/or mileage:

212 -1986 GMC C-10 1/2Ton Pick up, currently assigned to Parks Maintenance - approximately 60,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is well below average and does not promote operator pride. This results in a continued deterioration in condition due to lack of care. Replace with 228 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 38,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Tool Boxes and Light Bar.

Item 1 - Bid 98-53 $21,754.90

216 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Parks Maintenance - approximately 85,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 262 - 1995 Ranger Pick up currently assigned to Water/Sewer Maintenance, approximately 50,000 miles - This is to be replaced with a 1999 Ranger 4X4 Pick up equipped with Topper and Light Bar.

Item 2 - Bid 98-53 $21,992.65

267 - 1991 GMC Sonoma Pick up, currently assigned to Inspections approximately 88,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that normal deterioration is evident. However, with the low mileage of this unit, it will be retained for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with 1999 Ranger 4X4 Pick up equipped with Topper.

Item 2 - Bid 98-53 $21,992.65

206 - 1988 GMC S-15 Intermediate Pick up, currently assigned to Parks Maintenance - approximately 62,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that normal deterioration is evident. However, with the low mileage of this unit, it will be retained for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with 234 - 1996 Ranger Pick up currently assigned to Meter Operations, approximately 34,000 miles - This is to be replaced with a 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

231 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Parks Maintenance - approximately 92,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 252 - 1988 GMC ½ Ton Pick up, currently assigned to Parks Maintenance - approximately 50,000 miles. This is to be replaced with a 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

232 - 1988 Ford F-250 3/4 Ton Pick up, currently assigned to Public Lands Maintenance - approximately 92,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 Ranger 4X2 Pick up equipped with Tool Boxes and Light Bar.

Item 3 - Bid 98-53 $19,680.62

259 - 1989 Chev S-10 Pick up, currently assigned to Parks Maintenance approximately 71,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 292 - 1992 Ford Ranger Pick

up, currently assigned to Inspections - approximately 76,000 miles, which will be replaced with a 1999 Ranger 4X2 Pickup.

Item 3 - Bid 98-53 $19,680.62

276 - 1991 Ford Ranger Pick up, currently assigned to Inspections - approximately 103,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 Ranger 4X2 Pick up equipped with Topper.

Item 4 - Bid 98-53 $19,758.67

307 - 1988 GMC 1 Ton Flat Bed Dump, currently assigned to Waste Water Treatment Plant - approximately 139,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 1 Ton 4X2 Standard Cab 3 Way Dump.

Item 5 - Bid 98-53 $35,555.80

309 - 1990 Ford F-350 1 Ton Flat Bed Dump, currently assigned to Street Maintenance - approximately 114,000 miles. This unit will be reassigned to the Parks Maintenance Division as an expansion unit. Replace with a new like unit.

Item 5 - Bid 98-53 $35,555.80

278 - 1991 Ford F-350 1 Ton Utility, currently assigned to the Waste Water Treatment Plant - approximately 117,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. Some deterioration is evident but it is felt that the unit could be utilized as a back up unit for Road Failure Tire repairs as it has a serviceable crane. By keeping the unit assigned to the shop, it would be watched to prevent having undependable situations arise. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body and Crane. An expansion unit has been budgeted for a like vehicle to be assigned to the Waste Water Treatment Plant.

Item 6 - Bid 98-53 $55,006.80
Item 8 - Bid 98-53 $53,180.80

237 - 1988 GMC ½ Ton Pick up, currently assigned to Water/Sewer Maintenance- approximately 93,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar.

Item 7 - Bid 98-53 $28,304.80

263 - 1990 Chev C-20 3/4 Ton Pick up, currently assigned to Solid Waste Management - Recycle - approximately 75,000+ (?) miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. If it continues at the current rate, a fair market return would not be recovered if allowed to operate another year. Replace with a 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar.

Item 7 - Bid 98-53 $28,304.80

265 - 1990 GMC K-1500 ½ Ton Pick up, currently assigned to Fleet Operations approximately 91,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that deterioration is evident. However, the general overall condition warrants retaining it for re-evaluation in the next budget year for possible utilization in a less demanding application. Replace with a 1999 3/4 Ton 4X4 Pick up equipped with a Light Bar, the Snow Plow equipment currently mounted on Unit 265 will be transferred to the new unit.

Item 7 - Bid 98-53 $28,304.80

268 - 1990 Ford F-350 1 Ton Utility, currently assigned to Water/Sewer Maintenance - approximately 108,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that some deterioration is evident. This unit will be held as a spare shop loaner after delivery of the new unit, at which time it will be reevaluated as a possible expansion unit for a 1999 program. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body.

Item 8 - Bid 98-53 $36,180.80

269 - 1990 Ford F-350 1 Ton Utility, currently assigned to Water/Sewer Maintenance - approximately 89,000 miles. This unit has reached the point of needing attention to various small but time consuming repairs due to age. The general appearance is average. It has reached the point that some deterioration is evident. This unit will be held as a spare shop loaner after delivery of the new unit, at which time it will be reevaluated as a possible expansion unit for a 1999 program. Replace with 1999 F-350 1 Ton 4X4 C/C with Utility Body.

Item 8 - Bid 98-53 $36,180.80

310 - 1990 Ford F-350 1 Ton Flat Bed Dump, currently assigned to Street Maintenance - approximately 141,000 miles. This unit will be reassigned to the Parks Maintenance Division as an expansion unit. Replace with a new like unit.

Item 9 - Bid 98-53 $35,473.80

SUMMARY

3-	Item 1 - Bid 98-53	$21,754.90	$65,264.70
2-	Item 2 - Bid 98-53	$21,992.65	$43,985.30
4-	Item 3 - Bid 98-53	$19,680.62	$78,722.48
1-	Item 4 - Bid 98-53	$19,758.67	$19,758.67
2-	Item 5 - Bid 98-53	$35,555.80	$71,111.60
1-	Item 6 - Bid 98-53	$55,006.80	$55,006.80
3-	Item 7 - Bid 98-53	$28,304.80	$84,914.40
1-	Item 8 - Bid 98-53	$53,180.80	$53,180.80

2-	Item 8 - Bid 98-53	$36,180.80	$72,361.60
1-	Item 9 - Bid 98-53	$35,473.80	$35,473.80
		TOTAL	$579,780.15

Balance of Budgeted Amount Project 98063-001

$600,900.00

BALANCE $ 21,119.85

NOTE: A portion of this balance will be utilized to equip the replacement for Unit 237 with a Power Tailgate Lift, Pipe Rack and Portable Fuel Tank. It will also be necessary to bid a 3/4 Ton 4X4 equipped with a utility bed to replace unit 233 which is currently assigned to the Parks Maintenance Division. This unit currently has approximately 83,000 miles and was scheduled to be replaced with a standard pick up with tool boxes. However it has been determined that a utility bed mounted on a vehicle of this size would be more practical.

If you have any questions or comments, please call me at ext. 494.

Bid 98-53
I.D.11

34 total

RON BLACKWELL FORD
ATTN: LARRY EDEN
P O BOX 608
BENTONVILLE, AR 72712

JONES OLDS-GMC
ATTN: DUANE MATHEWS
3535 N COLLEGE
FAYETTEVILLE, AR 72703

NELMS CHEVROLET
2403 N COLLEGE
FAYETTEVILLE, AR 72703

LEWIS FORD SALES
ATTN: RON MASTERS
P O BOX 1927
FAYETTEVILLE, AR 72702

SPRINGDALE DODGE-CHRYSLER-PLYMOUTH
3709 S THOMPSON
SPRINGDALE, AR 72764

LEWIS CHRYSLER-PYMOUTH-DODGE INC
3311 N COLLEGE
FAYETTEVILLE, AR 72703

JOPLIN FORD/LINCOLN//MERCURY
ATTN: SHERYL SULLENGER
3000 RANGE LINE ROAD
JOPLIN, MO 64804

CULVER TRUCK SALES
P O BOX 21
GREENLAND, AR 72737

HARRY LUNSFORD
P O BOX 13
LEICESTER, NC 28748

WARFORD AUTO WRECKERS INC
PUMP STATION ROAD
FAYETTEVILLE, AR 72701

DARRELL MEREDITH TRUCK SALES
1749 S SCHOOL
FAYETTEVILLE, AR 72701

AUTO WHOLESALERS
P O BOX 445
HOLLIDAYSBURG, PA 16648

MEUSER HEAVY EQUIPMENT
4100 S HIWAY 71B
SPRINGDALE, AR 72764

TRI-STATE AUCTIONEERS INC
ATTN: RANDY WHATLEY
RT 4 BX 4605 HWY 175 W
ATHENS, TX 75751

WHITTLE TRUCK SALES
ATTN: RICK WHITTLE
P O BOX 7061
SPRINGDALE, AR 72765

AMIRAM DAMITI AUTO BROKER
P O BOX 220062
KIRKWOOD, MO 63122

BILLY THE KID INC
ATTN: AUTUMN
111 NORTH 2ND ST STE 303
COEURD-ALNE, ID 83814

HARI AUTO SALES
ATTN: ABDUL WAHEED
5401 EAST 85TH TERRACE
KANSAS CITY, M0 64132

CHICAGO MOTORS INC
ATTN: ANIS GHANIWALA
2553 WEST CHICAGO AVE
CHICAGO, IL 60622

AMI AUTO BROKER
16329 CENTER POINT
GROVER, MO 63040

ATLAS AUTO LEASING
750 E IRVING BLVD
IRVING, TX 75060

DALE FREDERICK
6537 HUNTSVILLE ROAD
FAYETTEVILLE, AR 72701

TRUCKS & PARTS OF TAMPA
ATTN: BRUCE GOLDENBERG
1015 SOUTH 50TH ST
TAMPA, FL 33619

DIXIE SURPLUS EQUIPMENT
ATTN: KENNETH MCKAY
PO Box 639
Pollock, LA 71467

CENTRAL OKLAHOMA POLICE SUPPLY
ATTN: CHRIS HURLEY
1329 N HARRISON
SHAWNEE, OK 74810

SUPERIOR MITSUBISHI
ATTN: FLEET SALES
3195 N COLLEGE
FAYETTEVILLE, AR 72703

Mountain Creek Real Estate Co
Attn: Bill G Cotton
PO Box 520
Huntsville, AR 72740

Raymond E Purser
PO Box 1489
Huntsville, AR 72740

SITC Services Corp
Attn: James Dudley
18603 E Hwy 412
Springdale, AR 72764

NEBCO Volunteer Fire Dept
Attn: Joe Phillippe
12772 Lodge Dr
Garfield, AR 72732

Bid 98-53
I.D.12

Reeder Simco Truck Center Inc
Attn: Ken Plemmons
3421 South Zero
Fort Smith, AR 72903

Vicki Kaufman
841 Lola Lane
Fayetteville, AR 72701

Hancock Farms Equip & Supply
Attn: Brad Hancock
290 East Main Hwy 62
Farmington, AR 72730

Lil Cowles,
3761 Bryant
Ft Sm 72903

Bid 98-53
I.D.13

NOTICE TO BIDDER

BID NO. 98 - 53

COMMODITY: **LIGHT/MEDIUM DUTY UTILITY VEHICLES WITH THE SALE OR TRADE OF USED PICK UP TRUCKS AND PASSENGER VEHICLES**

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., JUNE 1, 1998, for the furnishing of: COMMODITY:

LIGHT/MEDIUM DUTY UTILITY VEHICLES WITH THE SALE OR TRADE OF USED PICK UP TRUCKS AND PASSENGER VEHICLES LISTED BELOW:

Unit #132 -	1994 FORD CROWN INTERCEPTOR (113,XXX MILES)	VIN:2FALP71W3RX129696
Unit #156 -	1989 FORD TAURUS 4 DR SEDAN (71,XXX MILES)	VIN:1FABP52U4KG201174
Unit #179 -	1992 FORD CROWN INTERCEPTOR (97,XXX MILES)	VIN:2FACP72W4NX195098
Unit #187 -	1992 FORD CROWN INTERCEPTOR ((98,XXX MILES)	VIN:2FACP72W0NX221292
Unit #218 -	1988 GMC ½ TON PICKUP (84,XXX MILES) ** FRONT END DAMAGE **	VIN:2GTEC14H7J1580971
Unit #260 -	1989 CHEVROLET S-10 PICKUP ((95,XXX MILES)	VIN:1GCCS19Z9K2260595

Bid forms and specifications for the unit being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the unit being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

The City reserves the right to reject any and all bids and to waive any formalities deemed to be in the City's best interest.

Peggy Vice, Purchasing Officer

PUBLISH 5/24/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# 98-2036.

attn: Christine Pennington. Legal

From. PVice- 575-8289

Bid 98-53
I.D.14

DATE: 6/1/98
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: LIGHT/MEDIUM DUTY VEHICLES

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
AMI AUTO BROKER	no bid	no bid	no bid	no bid	no bid	no bid	no bid
CULVER TRUCK SALES	no bid	no bid	no bid	no bid	no bid	no bid	no bid
AMARAH AUTO SALES	no bid	no bid	no bid	no bid	no bid	no bid	no bid
PURSUIT UNLTD	no bid	no bid	no bid	no bid	no bid	no bid	no bid
RON BLACKWELL	$21,754.90 unit $87,019.60 tot	$21,992.65 unit $65,767.95 tot	$19,680.62 unit $78,723.68 tot	$19,758.67 unit $79,034.68	$35,555.80 unit $35,555.80 tot	$55,006.80 unit $55,006.80 tot	$28,304.80 unit $56,609.60 tot
DARRELL MEREDITH	no bid	no bid	no bid	no bid	no bid	no bid	no bid
LEWIS FORD SALES	no bid	no bid	no bid	no bid	$36,287.00 unit $36,287.00 tot	$55,543.00 unit $55,543.00 tot	$28,889.00 unit $57,778.00 tot

P Vice
P Vice Purch Mgr

R Williams 6/1/98
Witness Date

ITEM #8	ITEM #9	ITEM #10	ITEM #11	ITEM #12	ITEM #13	ITEM #14	ITEM #15
no bid	no bid	$3,189.00	$688.00	$2,189.00	$2,189.00	no bid	no bid
no bid	no bid	$1,500.00	$400.00	$1,250.00	$1,250.00	$1,250.00	$760.00
no bid	no bid	$2,760.00	no bid	$1,460.00	$1,475.00	no bid	no bid
no bid	no bid	$1,999.99	$761.99	$1,201.99	$1,201.99	no bid	no bid
$53,080.80 unit $53,080.80 tot	$35,473.80 unit $70,947.60 tot	no bid	no bid	no bid	no bid	no bid	no bid
no bid	no bid	$2,658.00	$358.00	$1,258.00	$1,658.00	$358.00	$558.00
$53,911.00 unit $53,911.00 tot	$36,441.00 unit $72,882.00 tot	$2,488.00	$1,378.00	$1,568.00	$1,788.00	$878.00	$938.00

Bid 98-53
I.D.15

Bid 98-53
I.D.16

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 98-53 **DATE ISSUED:** May 22, 1998

DATE & TIME OF OPENING: June 1, 1998 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:	*TOTAL
1.	Intermediate 4X4 Pick Up per Item #1 of Specifications Attached	4	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

2.	Intermediate 4X4 Pick Up per Item #2 of Specifications Attached	3	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

3.	Intermediate 4X2 Pick Up per Item #3 of Specifications Attached	4	$_____	$_____

***GUARANTEED DELIVERY SCHEDULE:**_____

4. Intermediate 4X2 Pick Up per Item #4 of Specifications Attached 4 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

5. One Ton Rated Standard Cab Dual Rear Wheel Platform 3 Way Dump Rear Wheel Drive per Item #5 of Specifications Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

6. One Ton Rated 4X4 Extended Cab Dual Rear Wheel Utility per Item #6 of Specifications Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

7. 3/4 Ton Rated 4X4 Pick Up per Item #7 of Specifications Attached 2 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

8. One Ton Rated 4X4 Standard Cab Dual Rear Wheel Utility per Item #8 of Specifications Attached 1 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

9. One Ton Rated Crew Cab Dual Rear Wheel Platform 3 Way Dump Rear Wheel Drive per Item #9 of Specifications Attached 2 $_____ $_____

*GUARANTEED DELIVERY SCHEDULE:_____

ITEMS 10, 11, 12, 13, 14 & 15 ARE OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

10. Unit #132 - 1994 FORD CROWN INTERCEPTOR
VIN:2FALP71W3RX129696
(113,XXX MILES) $_____

11. Unit #156 - 1989 FORD TAURUS 4 DR SEDAN
VIN:1FABP52U4KG201174
(71,XXX MILES) $_____

12. Unit #179 - 1992 FORD CROWN INTERCEPTOR
VIN:2FACP72W4NX195098
(97,XXX MILES) $_____

13. Unit #187 - 1992 FORD CROWN INTERCEPTOR
VIN:2FACP72W0NX221292
(98,XXX MILES) $_____

14. Unit #218 - 1988 GMC ½ TON PICKUP
VIN:2GTEC14H7J1580971
(84,XXX MILES) ** FRONT END DAMAGE ** $_____

15. Unit #260 - 1989 CHEVROLET S-10 PICKUP
VIN:1GCCS19Z9K2260595
(95,XXX MILES) $_____

NOTE: THESE UNITS WILL BE RELEASED IN ACCORDANCE WITH PROVISIONS OF ITEM #8 PAGE 5 "TERMS AND CONDITIONS".

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 10, 11, 12, 13, 14 AND 15**

_____

_____

_____

_____

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:**_____

***BUSINESS ADDRESS:**_____

***CITY:**_____ ***STATE:**_____ ***ZIP:**_____

***PHONE:**_____ ***FAX:**_____

***AUTHORIZED SIGNATURE:**_____

***TITLE:**_____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-53
SPECIAL TERMS & CONDITIONS
ITEMS # 1 THRU 9

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.

3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.

5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.

6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.

7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.

9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**

11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.

11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

ADDITIONAL TERMS AND CONDITIONS
SALE ITEMS ONLY
ITEMS # 10 THRU 15

1. All bids shall be submitted on forms provided by the City.

2. Bids received after the date and time set for receiving bids will not be considered.

3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.

4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.

6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. TUESDAY, MAY 26, 1998 THROUGH FRIDAY, MAY 29, 1998.

7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496

8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

   A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.

   B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.

9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 98 - 53

BASIC SPECIFICATIONS
LIGHT/MEDIUM DUTY UTILITY VEHICLES

General Specification Requirements are as follows for LIGHT/MEDIUM DUTY UTILITY VEHICLES. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS , FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

A complete set of Service Manuals on CD ROM are to be provided for each class of vehicles.

ITEM 1. PICK-UP TRUCK, INTERMEDIATE - 4 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Extended Cab/Short Wide Bed

WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.
GVWR:	5100 LBS
FRONT AXLE:	2800 LB.
REAR AXLE:	2750 LB.
AXLE RATIOS:	3.73 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted-Tilt Wheel
TIRES:	P215/75R15 All Terrain Tread w/Matching Size Spare
WHEELS:	15" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	60/40 Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent

MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BUMPERS:	H.D. Rear Step Type, Standard Front
TOOL BOXES:	Dual Side Mount Lockable, 50" length, Sliding Tray, Mounted with corner legs.
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 2. PICK-UP TRUCK, INTERMEDIATE - 4 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.
GVWR:	5100 LBS
FRONT AXLE:	2800 LB.
REAR AXLE:	2750 LB.
AXLE RATIOS:	3.73 Lock-Type Differential

SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P215/75R15 All Terrain Tread w/Matching Size Spare
WHEELS:	15" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BUMPERS:	H.D. Rear Step Type, Standard Front
BED COVER:	Cab High Cover with Left and Right Lockable Lift Windows 48" length, Rear Lockable Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.

SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 3. PICK-UP TRUCK, INTERMEDIATE - 2 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler.
GVWR:	4900 LBS
FRONT AXLE:	2500 LB.
REAR AXLE:	2650 LB.
AXLE RATIOS:	3.55 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted-Tilt Wheel
TIRES:	P205/75R14 All Terrain Tread w/Matching Size Spare
WHEELS:	14" X 6" Steel
AIR CONDITIONER:	Standard Manual Control

RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	60/40 Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
BUMPERS:	H.D. Rear Step Type, Standard Front
TOOL BOXES:	Dual Side Mount Lockable, 50" length, Sliding Tray, Mounted with corner legs.
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 4. PICK-UP TRUCK, INTERMEDIATE - 2 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. **MINIMUM** 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	5 Spd. Automatic Overdrive, Auxiliary Cooler

GVWR:	4900 LBS
FRONT AXLE:	2500 LB.
REAR AXLE:	2650 LB.
AXLE RATIOS:	3.55 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
FUEL CAP:	20 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P205/75R14 All Terrain Tread w/Matching Size Spare
WHEELS:	14" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
BUMPERS:	H.D. Rear Step Type, Standard Front
BED COVER:	Cab High Cover with Left and Right Lockable Lift

	Windows 48" length, Rear Lockable Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 5. ONE TON RATED HEAVY DUTY STANDARD CAB
DUAL REAR WHEEL PLATFORM DUMP
REAR WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	162" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take off position.
FUEL TANK:	36 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.

LIGHTING:	Roof Clearance Lights, Heavy Duty Turn Signal Flasher, Premium Federal Signal Visions Light Bar with Signalmaster & controls, 1-3-5-7 amber, 2-4-6 clear. Note: Visions bar to be mounted by city.
TIRES:	LT235/85R-16, All Season, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
HITCH:	Heavy Duty Receiver Style Hitch with combination Pintle/2" Ball

BODY: CAPACITY: Body shall be 10 feet long with 2 to 3 cubic yard capacity, water level load. Side height shall be 10 inches, tailgate height shall be 16 inches, front shall be 35 inches with a 10 inch cab protector and slotted window. Inside width shall be 84 inches.

SIDES AND ENDS: Shall be fabricated 12 gauge high strength alloy steel with a minimum yield strength of 50,000 PSI. Front shall be 35 inches tall with one horizontal brace. Sides shall have bolt on side board pockets 2 inches wide to allow extending sides 6 inches to height of tailgate. Sides shall have both front and rear corner pillars full height and extended to bottom of side rubrail. Side rubrail shall have 45 degree slope for self cleaning. All welds shall be continuous to prevent entrance and entrapment of moisture. Sides shall fold down to horizontal position level with floor, folding mechanism shall be activated by an efficient single lever trip release.

TAILGATE: Shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Fully boxed upper and lower rails shall be sloped 45 degrees to be self cleaning, all to be continuous welded. Upper tailgate hinges shall be 1 inch flame cut and offset forward approximately 5 inches and shall have a 1 1/4 inch diameter pin. There shall be upper and lower dog-leg slotted chain keepers welded to the rear corner pillars to

control tailgate opening at bottom, and there shall be sufficient chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.

FLOOR AND UNDER STRUCTURE: Floor shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. The understructure shall be H frame box type with 5 1/2 foot hinge pivots mounted just below the floor, level on sides and rear, effectively reducing mounting height to not more than 11 inches and suitable for required stability.

TAILGATE LATCH: Shall be retractable type latch with minimum of 1 inch flame cut latch finger. Control lever shall be located at left front corner of dump body.

LIGHTS AND REFLECTORS: Shall meet Federal FMVSS No. 108.

HOISTS: Hoist shall be five stage telescopic NTEA/TBEA Class 10. The cylinder shall be chromed with a collapsed over all length of 10 1/4 inches. Diameter shall be 5 inch, 4 1/2 inch, 3 1/2 inch, 2 3/4 inch, 2 inch with a total stroke of 30 inches. The hoist shall pivot on grease less double-trunnion mount hoist base and double shaft upper body mountings. A body prop shall be provided to support empty body in raised position for servicing.

HINGES AND CONTROL: The directional hinges shall be extra heavy duty and operated by hydraulic cylinders. Control panel shall be mounted inside the cab, convenient to the operator. Indicator lights will show body operations being used. Safety switches shall monitor operation, making it impossible to operate unit incorrectly. Hoist will not operate until one hinge is fully engaged and the other two fully retracted. Hinges shall not operate with the body in raised position. HYDRAULIC: Hydraulic pump shall be 6 G.P.M. gear pump at 1000 RPM. Operating pressure shall be 1500 PSI. Pump shall have sufficient capacity to raise dump body to full dump angle in 13 seconds in any direction.

CAB PROTECTOR: 10 inch cab protector is required w/Grote 7622 Amber Rotating Beacon mounted on each side with self leveling bracket.

ITEM 6. ONE TON RATED HEAVY DUTY EXTENDED CAB
DUAL REAR WHEEL UTILITY VEHICLE
ALL WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	162" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 5,200 pound capacity, with Front and

	Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling, Mounted Auxiliary Idle Control.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, 2 Speed Transfer Case, Integrated Power Take Off position.
FUEL TANK:	36 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Turn Signal Flasher, Premium Federal Signal Visions Light Bar with Signalmaster & Controls, 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain with one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats

BODY:	Low Mount Utility Body, Harbor or equal, T-Handle Latches on all compartments, 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake - Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper, folding vise bracket mounted right rear Model 5005H Auto Crane **OR EQUAL** 5,000 lb Capacity @ 5', Min. 6 GPM Pump @ 2350 PSI and reservoir, 80' 5/16" Aircraft Quality Cable w/power boom extension, power rotation, FM Remote Control, mounted with 25K PSI reinforcement to body, power extendable stabilizers.
HITCH:	Heavy Duty Receiver Style with Combination Pintle Hitch/2" Ball

ITEM 7. THREE QUARTER TON RATED HEAVY DUTY EXTENDED CAB
SINGLE REAR WHEEL
4 WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	155" Single Rear Wheel 4 X 4
GVWR:	8,800 LB.
AXLES:	Front axle, 4700 pound capacity, with Front and Rear Stabilizer Bars, Skid Plates, Auto Lock Hubs, 4.10 Ratio, Limited Slip, 6080 pound capacity Rear Axle
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with Auxiliary Cooler, manually controlled electric lockout, 2 Speed Transfer Case.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel

BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Brake Controller with harness.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Flasher, Federal Signal Visions Light Bar 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 7".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey.
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
WIPERS:	2 Speed Interval
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60).
BUMPERS:	Heavy Duty Rear Step Bumper with Receiver Style Hitch with combination Pintle/2" Ball

ITEM 8. ONE TON RATED HEAVY DUTY STANDARD CAB
DUAL REAR WHEEL UTILITY VEHICLE
ALL WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	141" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 5,200 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling, Mounted Auxiliary Idle Control.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, 2 Speed Transfer Case, Integrated Power Take Off position.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Turn Signal Flasher, Federal Signal Visions Light Bar with Controls, 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain with one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast

AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
BODY:	Low Mount Utility Body, Harbor or equal, T-Handle Latches on all compartments, 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake/Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper, bracket mounted right rear, Model 5005H Auto Crane **OR EQUAL** 5,000 lb Capacity @ 5', Min. 6 G.P.M. Pump @ 2350 PSI and reservoir, 80' 5/16" Aircraft Quality Cable w/power boom extension, power rotation, FM Remote Control, mounted with 25K PSI reinforcement to body, power extendable stabilizers.
HITCH:	Heavy Duty Receiver Style with Combination Pintle Hitch/2" Ball

ITEM 9. ONE TON RATED HEAVY DUTY CREW CAB
DUAL REAR WHEEL PLATFORM DUMP
REAR WHEEL DRIVE

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	176" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take Off position.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Wheel

BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights.
TIRES:	LT235/85R-16, All Terrain Rear, All Season Front, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR: Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
HITCH:	Heavy Duty Combination Pintle Hitch/2" Ball

BODY: CAPACITY: Body shall be 8 feet long with 2 to 3 cubic yard capacity, water level load. Side height shall be 10 inches, tailgate height shall be 16 inches, front shall be 35 inches with a 10 inch cab protector and slotted window. Inside width shall be 84 inches.

SIDES AND ENDS: Shall be fabricated 12 gauge high strength alloy steel with a minimum yield strength of 50,000 PSI. Front shall be 35 inches tall with one horizontal brace. Sides shall have bolt on side board pockets 2 inches wide to allow extending sides 6 inches to height of tailgate. Sides shall have both front and rear corner pillars full height and extended to bottom of side rubrail. Side rubrail shall have 45 degree slope for self cleaning. All welds shall be continuous to prevent entrance and entrapment of moisture. Sides shall fold down to horizontal position level with floor, folding mechanism shall be activated by an efficient single lever trip release.

TAILGATE: Shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Fully boxed upper and lower rails shall be

sloped 45 degrees to be self cleaning, all to be continuous welded. Upper tailgate hinges shall be 1 inch flame cut and offset forward approximately 5 inches and shall have a 1 1/4 inch diameter pin. There shall be upper and lower dog-leg slotted chain keepers welded to the rear corner pillars to control tailgate opening at bottom, and there shall be sufficient chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.

FLOOR AND UNDER STRUCTURE: Floor shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. The UNDER STRUCTURE shall be H frame box type with 5 ½ foot hinge pivots mounted just below the floor, level on sides and rear, effectively reducing mounting height to not more than 11 inches and suitable for required stability.

TAILGATE LATCH: Shall be retractable type latch with minimum of 1 inch flame cut latch finger. Control lever shall be located at left front corner of dump body.

LIGHTS AND REFLECTORS: Shall meet Federal FMVSS No. 108.

HOISTS: Hoist shall be five stage telescopic NTEA/TBEA Class 10. The cylinder shall be chromed with a collapsed over all length of 10 1/4 inches. Diameter shall be 5 inch, 4 ½ inch, 3 ½ inch, 2 3/4 inch, 2 inch with a total stroke of 30 inches. The hoist shall pivot on grease less double-trunnion mount hoist base and double shaft upper body mountings. A body prop shall be provided to support empty body in raised position for servicing.

HINGES AND CONTROL: The directional hinges shall be extra heavy duty and operated by hydraulic cylinders. Control panel shall be mounted inside the cab, convenient to the operator. Indicator lights will show body operations being used. Safety switches shall monitor operation, making it impossible to operate unit incorrectly. Hoist will not operate until one hinge is fully engaged and the other two fully retracted. Hinges shall not operate with the body in raised position. HYDRAULIC: Hydraulic pump shall be 6 G.P.M. gear pump at 1000 RPM. Operating pressure shall be 1500 PSI. Pump shall have sufficient capacity to raise dump body to full dump angle in 13 seconds in any direction.

CAB PROTECTOR: 10 inch cab protector is required w/Grote 7622 Amber Rotating Beacon mounted on each side with self leveling bracket.

LAMAR PETTUS
151 West Dickson Street
Fayetteville, Arkansas 72701
(501) 443-2363
Facsimile: (501) 443-0390

September 18, 1998

via Facsimile and U.S. Mail
(501) 575-8257

Mayor Fred Hanna
CITY OF FAYETTEVILLE
Administration Building
113 West Mountain Street
Fayetteville, AR 72701

Re: Off-Street Parking Development District No. 1
September 22, 1998 Agenda

Dear Mayor Hanna:

When Bobby Lee Odom was appointed by the City Council to accept the office of Commissioner of the Off-Street Parking Development District No. 1, Mr. Odom failed to file his Oath of Office as required by Arkansas Code Annotated, Section 14-88-302. Section (d) provides: "If any member of the Board shall fail to take his oath and to file it in the Office of the Clerk within the time allowed in this section, he shall be taken to have declined the office. The city or town council shall at once appoint another person having the like qualifications in his place, who shall take and file his oath of office within ten (10) days after his appointment."

At the last meeting of the Commissioners, the Commissioners asked I nominate Bobby Lee Odom as a Commissioner of Off-Street Parking Development District No. 1. I would appreciate your putting this matter on the Agenda for the next scheduled City Council meeting. I have enclosed a copy of the previous resolution passed by the City of Fayetteville appointing Mr. Odom. I am assuming the City Council will use a similar resolution.

If possible I would like to have this matter scheduled early on the Agenda, since I will be present should any of the Council members have any questions. There is no requirement the City of Fayetteville reappoint Mr. Odom, but he has been on the Board for a number of years and is our nominee.

I have enclosed a Resolution authorizing the appointment, but I would ask you have the City Attorney review the Resolution and make sure it is in proper form.

Off-Street Parking
I.E.2

I appreciate your consideration and cooperation regarding the above.

Sincerely,

E. Lamar Pettus

ELP/trf
Enclosure

Off-Street Parking
I.E.3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPOINTMENT OF BOBBY LEE ODOM TO THE BOARD OF COMMISSIONERS OF THE OFF-STREET PARKING DEVELOPMENT DISTRICT NO. 1

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

That the Board of Directors hereby authorize the appointment of Bobby Lee Odom to the Board of Commissioners of the Off-Street Parking Development District No. 1.

PASSED AND APPROVED this _____ day of _____, 1998.

Approved

By:_____
Mayor

ATTEST:

By:_____
City Clerk

S:\LAMARP\DWNTWNPK\LMAYR.918

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Stephen Davis	Budget & Research	Admin. Services
Name	Division	Department

ACTION REQUIRED: Council Action is requested to adopt real and personal property tax rates for 1998 for the Police and Fire Pension funds. The rate to be adopted in 0.5 mils for real property and 0.5 mils for personal property. There is no millage proposed for general government operations.

COST TO CITY:

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

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer Accounting Manager	8-28-98 Date	Yolanda Fields Internal Auditor	8-31-98 Date
City Attorney	8-31-98 Date	ADA Coordinator	Date
P Vice Purchasing Officer	8-31-98 Date		

GRANTING AGENCY:

STAFF RECOMMENDATION: Staff recommends adoption of millage rates.

Division Head	Date	Cross Reference
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	9/4/98 Date	Prev Ord/Res #:
Mayor	9/4/98 Date	Orig Contract Date:

H:\BUDGET\PROJECTS\MILLAGE\98PTMIL.AGA

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Ben Mayes, Administrative Services Director

From: Budget & Research

Re: 1998 Millage Levy

Date: September 16, 1998

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 1998.

The total assessed value of real and personal property located within the city limits of Fayetteville, as of September 14,1998, is approximately $541 million. The assessed valuation is after the Washington County Board of Equalization has made all the changes to the County Assessors Abstract.

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Fire and Police Pension Funds. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 1998.

The millage levied by this ordinance for the Fire Pension and Relief Fund and the Police Pension fund is 0.5 mils for real property and 0.5 mils for personal property. Any increase in millage rate for either the Fire Pension and Relief Fund and Police Pension must be approved by the voters.

If the ballot initiative eliminating property taxes is approved in the November General Election this ordinance would become void.

City of Fayetteville
Property Tax Revenue per Mill
September 15, 1998

Millage	Approximate Revenue
0.10	$50,000
0.15	$75,000
0.20	$100,000
0.25	$124,000
0.30	$149,000
0.35	$174,000
0.40	$199,000
0.45	$224,000
0.50	$249,000
0.55	$274,000
0.60	$299,000
0.65	$324,000
0.70	$348,000
0.75	$373,000
0.80	$398,000
0.85	$423,000
0.90	$448,000
0.95	$473,000
1.00	$498,000

The millage revenue reflected above is based on the Washington County Assessors Abstract dated September 10, 1998 and excludes real and personal property for Utilities. The current millage rate for operations is set at 0.0 mils. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 1998 amount to approximately $524 million excluding real estate and personal property for utilities.

Real & Personal Tax Rate
I.F.4

The following tables illustrate how each city divides its portion of the Real Estate and Personal Property Taxes.

REAL ESTATE TAXES

CITY	GENERAL	POLICE PENSION	FIRE PENSION	POLICE VOL	FIRE VOL	LIBRARY VOL	G.O. BONDS	YOUTH CENTER	**TOTAL**
FAYETTEVILLE		0.5	0.5						**1.0**
SPRINGDALE	5.0	0.5	0.5					0.5	**6.5**
FARMINGTON	5.0								**5.0**
ELKINS	2.3								**2.3**
WINSLOW	3.0								**3.0**
PRAIRIE GROVE	5.0			1.0	0.5		3.0		**9.5**
LINCOLN	5.0			1.0	0.5				**6.5**
GREENLAND	3.0								**3.0**
WEST FORK	5.0								**5.0**
JOHNSON	5.0								**5.0**
ELM SPRINGS	2.0								**2.0**
TONTITOWN	2.0								**2.0**
FORT SMITH	5.0	1.0	1.0			1.0			**8.0**
ROGERS	3.0	0.5	0.5			1.0			**5.0**
BENTONVILLE	5.0		0.5						**5.5**

PERSONAL PROPERTY TAXES

CITY	GENERAL	POLICE PENSION	FIRE PENSION	POLICE VOL	FIRE VOL	LIBRARY VOL	G.O. BONDS	YOUTH CENTER	**TOTAL**
FAYETTEVILLE		0.5	0.5						**1.0**
SPRINGDALE	5.0	0.5	0.5					0.5	**6.5**
FARMINGTON	5.0								**5.0**
ELKINS	2.3								**2.3**
WINSLOW	3.0								**3.0**
PRAIRIE GROVE	5.0			1.0	0.5		3.0		**9.5**
LINCOLN	5.0			1.0	0.5				**6.5**
GREENLAND	3.0								**3.0**
WEST FORK	5.0								**5.0**
JOHNSON	5.0								**5.0**
ELM SPRINGS	2.0								**2.0**
TONTITOWN	2.0								**2.0**
FORT SMITH	5.0	1.0	1.0			1.0			**8.0**
ROGERS	3.0	0.5	0.5			1.0			**5.0**
BENTONVILLE	5.0		0.5						**5.5**

Real & Personal Tax Rate
I.F.5

WASHINGTON COUNTY

STATE OF ARKANSAS
Washington County Courthouse
280 North College Avenue, Suite 300
Fayetteville, Arkansas 72701
Telephone 444-1711

MARILYN EDWARDS
COUNTY & PROBATE CLERK

City Clerk

Fayetteville

Dear Clerk:

Please submit the tax levy figures for your City for the year 1998. The Quorum Court meets on November 12th. I need this information as soon as possible. Please give us the total levy figure and complete breakdown of tax in the space provided below. This information must be provided on this form.

Sincerely yours,

Marilyn Edwards

Marilyn Edwards
County Clerk
Fayetteville, AR 72701

TOTAL_____MILLS

BREAKDOWN_____

_____

_____

_____

_____
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SUBMIT TAX

Airport Sewer Lift Station
I.G.1

STAFF REVIEW FORM

_X_ AGENDA REQUEST
_X_ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 6, 1998

FROM:

Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: The Airport requests the approval of Amendment #3 in the amount of $700.00 to the construction contract #602 with Goodwin & Goodwin, Inc. This amendment covers additional construction, which was necessary to complete the airport's sewer lift station, project #96066. The increased amount resulted from the need for an additional manhole connection. When an existing manhole connection was excavated, it was discovered that the connection was badly damaged and could not be used. Since some items cost less than the contract price, the net increase to this contract is $376.26. The total cost of this project was $102,800.00 of which the Arkansas Department of Aeronautics has approved a 50% grant.

COST TO CITY:

$376.26	$103,884.78	Sewer Lift Station
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5815-00	$102,800.00	N/A
Account Number	Funds used to date	Program Name
96066	$ 1,084.78	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: 9/14/98 ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J Cramer	9-14-98		
Accounting Manager	Date	ADA Coordinator	Date
	9-16-98	Yolanda Fields	9-15-98
City Attorney	Date	Internal Auditor	Date
PVice	9-18-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION: **Staff recommends approval.**

Dale Frederick	Sept 11, 1998	
Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes No
BM	9/18/98	Prev Ord/Res#: _____
Administrative Services Director	Date	Orig Cont. Date: _____
Fred Brown	9/18/98	
Mayor	Date	

Airport Sewer Lift Station
I.G.2

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: SEPTEMBER 11, 1998

SUBJECT: AMENDMENT TO THE GOODWIN & GOODWIN, INC. CONTRACT FOR THE EAST SIDE SEWER LIFT STATION

The airport requests the approval of Amendment #3 to the construction contract #602 with Goodwin & Goodwin, Inc. The net increase to the construction contract is $376.26. The additional cost was necessary to replace a damaged manhole connection in order to complete construction of the airport's sewer lift station on the east side.

The total cost of this project was $102,800.00 of which the Arkansas Department of Aeronautics has approved a 50% grant. The original construction contract with Goodwin & Goodwin, Inc. is for an amount of $85,970.00 which includes the design to use the existing manhole connection. However, when the connection was exposed, it was damaged and could not be used. The total cost to replace the damaged manhole connection was $700.00, but the net increase to this contract is $376.26 since other project units cost less than bid prices.

There was no contingency incorporated in this contract. Therefore, we request your approval of an amendment in the amount of $700.00 with a Change Order to Contract #602 for a net amount of $376.26.

DF/ms

Attachments: Staff Review
Change order #1
Amendment #2

4500 SOUTH SCHOOL AVENUE, SUITE F · AIRPORT TERMINAL BUILDING · FAYETTEVILLE, AR 72701
PHONE 501-521-4750 Ext. 6 · FAX 501-521-1735

CHANGE ORDER NO. 1

PROJECT: DRAKE FIELD, EAST SIDE SEWAGE PUMP STATION

PROJECT NUMBER: FY962114

CONTRACT DATE: JUNE 17, 1997

DATE OF ISSUANCE: JULY 31, 1998

EFFECTIVE ON DATE APPROVED BY OWNER

OWNER: CITY OF FAYETTEVILLE

CONTRACTOR: GOODWIN & GOODWIN, INC.

Reason for Change:
This is a reconciling Change Order to revise the Contract quantities to match the Final Engineer's Estimate quantities, in a total Contract amount of $86,346.26.

Justification:
This project used unit prices to determine the actual payment due the Contractor. Some of the units of work changed slightly during construction. The main change was adding one manhole connection (Bid Item 17). The plans required the Contractor to make one manhole connection and one connection to an existing manhole stubout. When the stubout was dug up, it was not usable, so the Contractor had to make a second manhole connection and deserves to be compensated for this additional work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Price: $ 85,970.00	Original Contract Times Substantial Completion (days): 60 Ready for final payment (days): 75
Net Changes from previous Amendments or Changes: $ 0	Net Changes from previous Amendments or Changes: No Change
Net Increase for this Change: $ 376.26	Net Increase (Decrease) for this Change: No Change
Revised Contract Price: $ 86,346.26	Revise Contract Times: No Change

RECOMMENDED:

By: Robert W White
Robert White, P.E.
McClelland Consulting Engineers, Inc.
Engineer

Date: 7/31/98

ACCEPTED:

By: Bryan Goodwin
Goodwin & Goodwin, Inc.
Contractor

Date: 8-1-98

APPROVED:

By: _____
City of Fayetteville
Owner

Date: _____

RECEIVED SEP 10 1998

AMENDMENT TO THE

AGREEMENT WITH Goodwin & Goodwin, Inc.

AMENDMENT # 2

This is an amendment to the Agreement for Airport Sewer Lift Station **executed on the** 5 **day of** August **19**98 **between the City of Fayetteville, Arkansas and** Goodwin & Goodwin, Inc.

Additional services required due to an existing manhole stubout which was not usable. A second manhole connection was required to replace this damaged manhole connection.

The charge for the additional services shall not exceed

$ 700.00

CITY OF FAYETTEVILLE:

_____ Date_____
Mayor

Goodwin & Goodwin Inc.
Company Goodwin & Goodwin, Inc.

Bryan Goodwin Date 9-9-98
President
Title

FOR OFFICE USE ONLY
Existing P.O. # _____
Contract # _____

Airport Sewer Lift Station
I.G.5

FAYETTEVILLE

PURCH SE ORDER

Each Package M e Marked
Exactly As Shown Here
City of Fayetteville, Arkansas

PURCHASE ORDER #
98-0001235-001

DATE
3/20/98

VENDOR NO. 293

Goodwin & Goodwin

3503 Free Ferry Rd
Fort Smith AR 72903

FOB Fyv

TERMS NET 30 DAY

Qty.	Unit of Issue	Qty. Received	Description and Account Number	Unit Price	TOTAL
			Project #96066-01		
1.00	JOB	_____	a) Install sewer lift station at the East side hangar area, Contract #602, Project #96066-1 Ref previous PO #52639	3784.69	3784.69
			5550.3960.5815.00 $3784.69		

PLEASE INCREASE P.O. FOR $376.44 to cover change order No. 01.
Thanks!

Brenda Moss

SHIP TO: Municipal Airport
CITY OF FAYETTEVILLE
4500 S SCHOOL
FAYETTEVILLE AR 72701

Sales Tax Total:
Purchase Order Total: 378

Green, D *Frederick*

DEPARTMENT VERIFICATION BY DATE

RECEIVED
DEPT HEAD APPROVAL
AMOUNT TO PAY $

A/P VERIFICATION

PURCHASING VERIFICATION
PRICE CHANGE VERIFICATION

RETURN CHECK TO
SEND COPY TO

ADDITIONAL APPROVAL

CHECK #
DOES NOT MEET PURCHASING POLICY
CONTRACT PAYMENT
OTHER

APPROVED BY

PROJECT #
THIS PAYMENT $
PREVIOUS PAYMENT(S) $
TOTAL PYMT(S) $
BALANCE $

DEPT. WHEN COMPLETE DELIVER TO ACCTS. PAYABLE

Airport Sewer Lift Station
I.G.6

DELIVERED AUG 1 7 1998

STATE OF ARKANSAS
DEPARTMENT OF AERONAUTICS

Little Rock National Airport • One Airport Drive • 3rd Floor
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820

MIKE HUCKABEE
GOVERNOR

August 13, 1998

JOHN K. KNIGHT
DIRECTOR

Marion Burton
Chairman
Little Rock

Joel Buckner
Vice Chairman
North Little Rock

Steve Edwards
Marianna

Ken Johnson
Pine Bluff

Gary Gammill
Jonesboro

Darryl Riddell
West Helena

Kenneth Pyle
Fort Smith

Mr. Dale Frederick, Manager
Fayetteville Drake Field
4500 School Avenue, Suite F
Fayetteville, Arkansas 72702

Dear Mr. Frederick:

The Arkansas Aeronautics Commission in their meeting of August 12, 1998 approved a State Airport Aid Grant in the amount of $51,400.00 to install new pump station, sewer lines and force main to serve east side facilities including new airfield rescue and fire fighting building at Fayetteville Drake Field. (50-50%)

Your grant has been assigned a number for identification purposes. Please use 1555-98 as your grant number when corresponding with our office concerning your project. You should advise the Director of this office if you find you will not be able to complete the project for the amount approved. The amendment for the project may then be acted on at the next Commission meeting. The Commission will not be responsible for any additional project costs unless the sponsor has received notification in advance.

The Commission has asked that we call your attention to Page Three (3) of your application for State Airport Aid. You agreed, when the application was submitted to start the project within three months after approval or the grant would be null and void. The next to the last paragraph requires that the project be completed within one year unless it is partially funded by the Federal Aviation Administration (FAA). Please advise if circumstances beyond your control prevent the completion within the allotted time, otherwise, the project may be canceled.

Payment of this grant may be made on completion of the project. Please request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,

John Knight

John K. Knight
Director

JK/cb

Intersection Improvement
I.H.1

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of 10-6-98

FROM:

Sid Norbash	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of: (1) The use of $14,091.80 surplus from Engineering Contract for any project related expenses. (2) Change Order No.2 to the Construction Contract, for Township & N. College - Intersection Improvements Project.

COST TO CITY:

$6,995.67	$234,988	Township & N. College Int.
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809-00	$223,342.00	Street Improvements
Account Number	Funds Used To Date	Program Name
97024	$11,646.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	9-16-98 Date	ADA Coordinator	Date
City Attorney	9-16-98 Date	Internal Auditor 622 Yolanda Fields	9-16-98 Date
Purchasing Officer	9-16-98 Date		

STAFF RECOMMENDATION: Approval of the project contingency, and change order No.2 to the construction contract.

Division Head	9-15-98 Date
Department Director	21 SEPT 98 Date
Administrative Services Director	9/21/98 Date
Mayor	9/21/98 Date

Cross Reference

New Item: **Yes**___ **No X**

Prev Ord/Res #:_____

Orig Contract Date:_____

Intersection Improvement
I.H.2

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Kevin Crosson, PWD
Charles Venable, Assistant PWD
Don Bunn, City Engineer DRB

From: Sid Norbash, Staff Engineer

Date: September 15, 1998

Re: **Township and N. College-Intersection Improvements**
(1) Surplus Engineering Fees and Contingency
(2) Change Order No.2 to the Construction Contract

The above referenced project is essentially complete, however, there are some minor adjustments to be made to fully complete this project.

During the construction of this project some changes had to be made, which increased the construction cost. Some of the changes reflected on the attached change order had to be dealt with at the time of the construction due to the urgency of the matters involved, and some changes are to be completed upon the approval of the change order.

Cost Summary:

Engineering	
Total Engineering Contract	$45,387.00
Actual Engineering Fees	$31,295.20
Under-Run (Savings)	**$14,091.80**
Construction	
Total Construction Budget	$236,463.60
Actual Cost including Change Orders	$243,459.27
Over-run (additional due)	**$ 6,995.67**

Staff is requesting that the Council approve the following:
(1) The use of the $14,091.80 surplus for any project related expenses as necessary.
(2) The attached Change Order #2 in the amount of $15,753.40.

SN/sn
attachments: Change Order #2
Engineering & Construction Cost Summaries

Township & N. College
Intersection Improvements

Construction Contract - Cost Summary

Construction Contract	$225,203.60
Contingency @5%	11,260.00

Total Construction Budget	$236,463.60
Actual Construction Cost:	
Payment #1	$ 4,456.80
Payment #2	17,059.32
Payment #3	71,842.90
Payment #4	131,478.10
Unpaid Amount on C.O.#1	2,868.75
C.O. #2 (proposed)	15,753.40

Total Proposed Cost	$243,459.27

Overrun on Contract	**- $ 6,995.67**
Additional Due Contractor	

Township & N. College
Intersection Improvements

Engineering Contract - Cost Summary

Engineering Contract	$41,287.00
Contingency @10%	4,100.00
Payment #1	$16,169.43
Payment #2	1,470.00
Payment #3	6,868.92
Payment #4 (Final)	6,786.85
Under-Run on Contract (Savings)	**$14,091.80**

Intersection Improvement
I.H.5

RESOLUTION NO. 94-97

MICROFILMED

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $225,203.60, PLUS A 5% CONTINGENCY AMOUNT OF $11,260 TO JERRY D. SWEETSER, INC., FOR THE TOWNSHIP AND NORTH COLLEGE INTERSECTION IMPROVEMENTS PROJECT; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards a construction contract in the amount of $225,203.60, plus a 5% contingency amount of $11,260 to Jerry D. Sweetser, Inc., for the Township and North College intersection improvements project and authorizes Mayor and City Clerk to execute said contract. A copy of the bid tabulations and contract are attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of $107,877 increasing Street Improvements, Acct. No. 4470 9470 5809 00, Project No. 97024 by decreasing Street Improvements, Acct. 4470 9470 5809 00, Project No. 96089 and Acct. No. 4470 9470 5809 00, Project No. 97025. A copy of the budget adjustment is attached hereto and made a part hereof.

PASSED AND APPROVED this 7th day of October, 1997.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

Intersection Improvement
I.H.6

COPY

RESOLUTION NO. 1-97

A RESOLUTION AWARDING AN ENGINEERING CONTRACT TO NORTHWEST ENGINEERS, A DIVISION OF CRAFTON, TULL & ASSOCIATES, IN THE AMOUNT OF $41,287, PLUS A CONTINGENCY AMOUNT OF $4,100 FOR THE TOWNSHIP AND NORTH COLLEGE INTERSECTION PROJECT.

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

Section 1. That the City Council hereby awards an engineering contract to Northwest Engineers, a division of Crafton, Tull & Associates, in the amount of $41,287, plus a contingency amount of $4,100 for the Township and North College intersection project; and authorizes the Mayor and City Clerk to execute said contract. A copy of the contract is attached hereto marked Exhibit A and made a part hereof.

PASSED AND APPROVED this 7th day of January, 1997.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk

Water Improvements
I.I.&J.1

STAFF REVIEW FORM

XX AGENDA REQUEST, City Council meeting of October 6, 1998

FROM: Don Bunn (Name) Engineering (Division) Public Works (Department)

ACTION REQUIRED: Approval of:

1 Contract Section 1, Waterlines - Basic Construction, $891,212.00 with a contingency of $100,000.00.

2 Contract Section II, Booster Pump Station - J&L Construction, $368,500.00 with a contingency of $40,000.00.

3 A Budget Adjustment of $350,000.00, attached.

COST TO CITY:

$1,399,712.00	$ 2,250,000.00	Hwy 45 Area Water, Ph 2
Cost-This Request	Category/Project Budget	Category/Project Name
5400 5600 5808 00	$ 1,200,288.00	
Account Number	Funds Used To Date	Program Name
98044	$ 1,049,712.00	Water and Sewer
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW: XX Budgeted Item XX Budget Adj. Attached

(Blank contract needed) 9/21/98
Budget Coordinator — Date — Administrative Services Director — Date

9-21-98
Accounting Manager — Date — ADA Coordinator — Date

City Attorney — Date — Internal Auditor — Date

Purchasing Officer — Date

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve 1) Contract Section I, with Basic Construction for $891,212 with a contingency of $100,000, 2) Contract Section II, J&L Construction for $368,500.00 with a contingency of $40,000.00. Staff also recommends approval of a budget adjustmet of $350,000.00

9-21-98
Division Head — Date

Department Director — Date

Admin Services Director — Date

Mayor — Date

Cross Reference

New Item: **Yes** No

Prev Ord/Res #:

Orig Contract Date:

Water Improvements
I.I.&J.2

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer
Thru: Kevin Crosson, Public Works Director

Subject: Award of Bids
Highway 45 East Area Water Improvements
1) Contract Section I - Water Line
2) Contract Section II - Gulley Road Pump Station

Date: September 10, 1998

On September 1, 1998 the City opened bids on Phase II of the Highway 45 East Area Water Improvements, Contract Sections I and II. The bid tabulation for each of the contract sections is attached. The low bidders were:

Contract Section	Contractor	Bid Price	Engineer's Est.
I - Water Line	Basic Construction	$ 891,212.00	$ 900,000.00
II - Booster Station	J & L Construction	368,500.00	450,000.00

Contract Section I consists of approximately 8700 feet of 18" water line, 3500 feet of 16" water line, and 3600 feet of 12" water line. The lines will connnect our 36 inch transmission line (at Joyce Boulevard) to the proposed booster station and the elevated tank on Gulley Road. Contract Section II consists of the water booster station, and the on-site piping associated with it.

Attached is a letter from McGoodwin, Williams, and Yates which recommends award of construction contracts to the low bidders listed above. You will note that Garney Companies, Incorporated of Kansas City, Missouri protested the

award of Contract Section I (Water Line) to Basic Construction because of their bid of only $2.00 on Unit Item 31, Trench Safety. They claimed that since trench safety on a job such as this one would obviously cost a great deal more than the $2.00 bid by Basic, that it constituted an "unbalanced" and non-responsive bid.

As a result of Garney's protest, we contacted Basic Construction and asked them to respond. Their rebuttal is contained in a letter which is attached. The Staff feels that Basic Construction's response is acceptable and that it shows their ability and intent to perform trench safety as required by state law and the specifications.

It is the recommendation of the Staff that the Council authorize the Mayor and City Clerk to execute a construction contracts with:

a) Basic Construction	Contract Section I - Water Line	$ 891,212.00
b) J & L Construction	Contract Section II, Pump Station	$ 368,500.00

The Staff also requests the approval of a contingency amount of $100,000.00 on Contract Section No. 1 and $40,000.00 on Contract Section No. 2.

Water Improvements
I.I.&J.4

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 **FAX 501/443-4340**

September 2, 1998

Re: Recommendation of Award
Water System Improvements; Phase II – Highway 45 East Area
Contract Section I - Water Line
City of Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Don:

Bids were received September 1, 1998, for construction of the above referenced water line project. Nine bids were submitted, and the totals are shown below:

Basic Construction Co., Inc.	$ 891,212.00
Garney Companies, Inc.	$ 892,100.00
A-Team Construction	$ 895,550.00
S & J Construction Company, Inc.	$ 968,136.81
Twin City Construction	$ 999,534.00
Forsgren, Inc.	$1,010,350.00
F. H. Necessary & Son Construction Co.	$1,019,350.50
J & L Construction	$1,048,110.00
Spurlock, Inc.	$1,067,505.00

A copy of the certified bid tabulation is included for your reference. The engineer's estimate prior to receipt of bids was $900,000.

In reviewing the bid submitted by Basic Construction Company, under Item 31, they bid a lump sum in the amount of $2 to comply with the Trench or Safety Excavation System as required by Act 291 of the 1993 Arkansas General Assembly. That bid item appears to be unbalanced and could be grounds for rejecting the bid if the city so chooses. Act 291 requires the inclusion in all bids for public works projects a separate price pay item for Trench or Safety Excavation Systems. Section 2 of that Act states that in the event a contractor fails to complete a separate pay item in accordance with the applicable provisions of Section 1 of the act, the municipality shall declare that the bid fails to comply fully with the provisions of the specifications and bid documents and will be considered invalid as a nonresponsive bid.

The other bids on the project for this same pay item ranged from a low of $2,000 to a high of $25,000. We recommend that the city make a determination as to whether this is a responsive bid and fully complies with the act.

In the event that the city does determine that the bid is not unbalanced and complies with the act, we recommend that the contract be awarded to Basic Construction Company. We have reviewed the Statement of Bidder Qualifications submitted by Basic Construction Company and based upon the information provided, we believe them to be qualified for this project. The company was organized in 1987, and they state they have engaged in the contracting business for 25 years. They have completed several projects for which we were the engineer, some in the city of Fayetteville.

However, if the city determines that Basic Construction Company's bid is unbalanced and nonresponsive, we recommend that the contract be awarded to the next low bidder, Garney Companies, Inc. We have reviewed their Statement of Bidder Qualifications and believe Garney Companies to be qualified to construct this project. The company was organized in 1962. They have completed numerous projects for which we were the engineer, some of which were for the city of Fayetteville, and we believe you are familiar with the company and their work.

While we have no way of verifying the present financial condition of Basic Construction Company, Inc. or Garney Companies, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction.

The contract requires substantial completion of the project within 120 days and full completion and ready for final payment within 150 calendar days from the date of the issuance of the notice to proceed.

If you have any questions or we can provide additional information, please call.

Cordially,

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

Water Improvements
I.I.&J.6

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 **FAX 501/443-4340**

September 2, 1998

Re: Recommendation of Award
Water System Improvements; Phase II – Highway 45 East Area
Contract Section II - Gulley Road Pump Station
City of Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Don:

Bids were received September 1, 1998, for construction of the above referenced water line project. Five bids were submitted, and the totals are shown below:

J & L Construction	$ 368,500.00
Basic Construction Co., Inc.	$ 419,002.00
Township Builders	$ 475,208.00
Mobley Contractors, Inc.	$ 496,700.00
Building & Utility Contractors	$ 569,870.00

A copy of the certified bid tabulation is included for your reference. The engineer's estimate prior to receipt of bids was $450,000.

We have reviewed the Statement of Bidder Qualifications submitted by J & L Construction, and based upon the information provided, we believe them to be qualified for this project. The company was organized in 1988, and they list the general character of work performed by their company as "light excavation/concrete/steel erection/utility." J & L completed a Madison County Regional Water Expansion project in January, 1998, at a cost of $1,103,000. They list contracts on hand as 1) Springdale Fire Station #6 for $1,055,000 to be completed September, 1998; 2) Walker Park Parking Lot for $188,500 to be completed September, 1998; and 3) Air America Hanger for $535,000 to be completed January, 1999.

While we have no way of verifying the present financial condition of J & L Construction, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction. Therefore, we recommend that the City of Fayetteville award this contract to J & L Construction in the amount bid of $368,500.00. We trust the City Council will concur in this recommendation.

The contract requires substantial completion of the project within 120 days and full completion and ready for final payment within 150 calendar days from the date of the issuance of the notice to proceed.

If you have any questions or we can provide additional information, please call.

Cordially,

Chuck

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

BID TABULATION
Phase II - Highway 45 East Area
Water Line and Pump Station

Contract Section I - Water Line

BIDDER	BID PRICE
Basic Construction*	$ 891,212.00
Garney Companies	892,100.00
A-Team Construction	895,550.00
S & J Construction	968,136.81
Twin City Construction	999,534.00
Forsgren, Incorporated	1, 010,350.00
F.H. Necessary & Son	1, 019,350.50
J & L Construction	1, 048,110.00
Spurlock, Inc	1, 067,505.00

Contract Section I - Water Line

BIDDER	BID PRICE
J & L Construction*	$ 368,500.00
Basic Construction	419,002.00
Township Builders	475,208.00
Mobley Contractors, Inc	496,700.00
Building and Utility Contractors	569,870.00

* Low Bidder

Water Improvements
I.I.&J.9

Construction Co., Inc.
P.O. Box 1208
Fayetteville, Arkansas 72702
(501) 751-8868
(fax) 751-7650

September 3, 1998

Jerry E. Rose, Esq.
City of Fayetteville
113 West Mountain, #302
Fayetteville, AR 72701

RE: Water System Improvements; Phase II - Hwy. 45 East Area
Contract Section I - Water Line

Dear Jerry:

Thank you for your letter of September 3, 1998. Please accept the following as the response of Basic Construction Co., Inc.

The gist of the Garney protest appears to be stated in the second full paragraph as follows: "...protesting Basic's bid on the project as being unbalanced as they apparently do not intend to comply with the trench safety law."

Let me begin by stating in the strongest possible terms that Basic feels that worker safety is important. We never take worker safety lightly, and we have not in connection with this bid.

Basic Construction Co., Inc. was the low bidder on the captioned project with a total bid of $891,212. The engineering projection for this project was $900,000. We understand that there has been a question raised by Garney Companies, Inc. whose bid was $892,100. It should be obvious from the projection and the actual bids, that there is a substantial consensus as to the compensation to perform all services necessary in this agreement, including trench or safety excavation systems. In addition, the bid item in question, even as bid by Garney, equals only .5 of one percent of the total bid package.

Basic Construction Co., Inc. certifies that it must and will perform <u>all</u> tasks necessary to meet the Occupational Safety and Health Administration's Standard for Excavation and Trench Safety System, 29 CFR 1926, Subpart P. Basic understands and agrees that all tasks necessary to meet these standards must be performed for a lump sum payment of two dollars ($2.00). OSHA standards must be, and in this case, have been taken into consideration in all

parts of the bid package. As a necessary part of separate bid items, those costs were not repeated in the separate bid item for trench safety. We have bid the project at a price which allows for full compliance with all OSHA regulations, including Subpart P, and adequate completion of all tasks under the agreement. This includes our obligation to fully comply with the requirements of 29 CFR 1926, Subpart P. We recognize that it is our obligation to provide that compliance at the contract price regardless of actual expenditures incurred.

We understand that Garney has suggested that the bid, in some way, does not comply with Act 291 of 1993. The current edition of the OSHA standard for excavation and trench safety systems, 29 CFR 1926, Subpart P was specifically incorporated into the specifications for the project. By bidding on the project, we have obligated Basic Construction to complete the project in full compliance with those regulations. Basic Construction completed the separate pay item as required by Arkansas Code Annotated 22-9-212 (b). It clearly complies with the requirements of the Act.

Finally, Basic already owns, as a company, all equipment, including trench box, if necessary, which may be reasonable and necessary to comply with Subpart P.

In conclusion, Basic completed a separate bid item for trench safety as required by Act 291 of 1993. The company acknowledges and agrees that the specifications require Basic to comply with the regulations contained in 29 CFR 1926, Subpart P. The amount of the bid is reasonable and adequate to complete all tasks, including compliance with Subpart P. The similarity of the engineer's projections and the first three bids, we believe, support the proposition that the bid is adequate, balanced, and reasonable to respond to all tasks undertaken under the agreement.

Very truly yours,

Gary Combs
President

cc: Donald R. Bunn
Charles R. Nickle
Michael H. Mashburn

Water Improvements
I.I.&J.11

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Public Works	Date Requested	Adjustment #
1998	Division: Water & Sewer	09/21/98	
	Program: Capital Water Mains		

Project or Item Requested:
Additional funding is requested for the HWY 45 East Pump Station & Elevated Tank Project, project # 98044.

Project or Item Deleted:
None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
Additional funding is needed to fully fund the construction of project.

Justification of this Decrease:
The City has increased water sales due to dry conditions during the summer sufficient to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Capital Water Mains	350,000	5400	5600		5808	00	98044	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	350,000	5400	0940		4999	99		

Approval Signatures

Requested By	9-21-98 Date
Budget Coordinator	9-21-98 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

C:\APP\98BUD\BAADJ\HWY45W.WK4

CHANGE ORDER NO. 2
CRAFTON, TULL, AND ASSOCIATES, INC.

JOB: Township & North College JOB NO: 96182.00

DESCRIPTION AND LIST OF CHANGES:

1.	Stripping for island	$ 100.00
2.	Add. grated inlet (dig, cut, pour & back-fill)	$ 2,520.00
3.	Heavy duty ring & lid for College Ave.	$ 310.00
4.	Paving around light pole	$ 500.00
5.	Re-rubbed retaining walls	$ 450.00
6.	Unanticipated add. mobilization	$ 925.00
7.	Adjust two water valves boxes	$ 150.00
8.	Add. stripping for two extra arrows and one added triangle island	$ 575.00
9.	Surge stone & drain gravel (190.23/tn x 14.80/tn)	$ 2,815.40
10.	112 sy con. paving in lieu of asphalt @ $24.00/sy	$ 2,688.00
11.	Add concrete steps @ west end ret. wall "A"	$ 1,700.00
12.	Adjust existing meter box to grade	$ 1,500.00
13.	Adjust existing grate inlet to grade	$ 1,520.00

Item No. 37 Change Order #2 Lum Sum Total $15,753.40

REASON FOR CHANGES:

1. Abandon concrete island, and stripe instead.
2. Additional cost for retrofitting and backfilling.
3. Heavy-duty ring required in paving of College Ave.
4. Additional labor for placing and finishing concrete around power poles and grouting light pole base.
5. Mud and tire marks on walls after utilities were finished required additional rubbing.
6. Numerous move-in and move-outs due to delays (utility companies) created additional cost.
7. Two water valves in Township required rings to adjust.
8. Two extra arrows were painted and the island was painted rather than pouring concrete.
9. Surge stone for drainage on south side of retaining wall "A" and gravel for French drain and old septic tank removal.
10. Some areas were more cost effective to pour concrete paving rather than try to lay asphalt.
11. Concrete steps were added at request of City.
12. Requested by City.
13. Requested by City.

REQUESTED 9-16, 1998 _____
SWEETSER CONSTRUCTION

RECOMMENDED 9-16, 1998 _____
CRAFTON, TULL, & ASSOCS. INC.

APPROVED _____, 1998 _____
CITY OF FAYETTEVILLE

Water Booster Station
III.A.1

RECEIVED
AUG 04 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~August 18, 1998~~ ~~SEPT. 15~~ Oct 6

FROM:

Ed Connell (Name) — Engineering (Division) — Public Works (Department)

ACTION REQUIRED: Approval of resoultion authorizing City Attorney to seek court authorized possession of 0.67 acre of land owned by Ruth A. Morris located in the SW¼-NW¼-28-17-29 for the purpose of constructing a water booster station thereon.

COST TO CITY:

$ 33,000 (Cost of this Request)	$ 2,250,000 (Category/Project Budget)	Hyw 45 Pump Sta & Elev. Tanks (Category/Project Name)
5400-5600-5808.00 (Account Number)	$ ~~734,581~~ 1,148,981 (Funds Used To Date) EDC	Program Name
98044-0030 (Project Number)	$ ~~2,015,419~~ 1,101,019 (Remaining Balance) EDC	Fund: Water & Sewer

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date 8-3-98	Internal Auditor	Date
City Attorney	Date 8-4-98	ADA Coordinator	Date
Purchasing Officer	Date 8-3-98		

STAFF RECOMMENDATION: Staff recommends approval as this property best meets the requirements of the City and will provide maximum screening and buffer from the neighbors. Property owner has declined to negotiate with City relative to this acquisition. It is opinion of the staff that the existing frontage on this property can only be used as entry into the 45 acre tract and the city is requesting to utilize/purchase only 27% of that frontage (45 feet out of 165 feet).

Division Head	Date 8-3-98	Cross Reference
Cal Department Director	Date 17 AUG 98	New Item: Yes X No ___
Administrative Services Director	Date 8/17/98	Prev Ord/Res #: ___
Mayor	Date	Orig Contract Date: ___

Water Booster Station
III.A.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: JULY 29, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director CV
Donald R. Bunn, City Engineer DRB

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Property Condemnation

This office has been attempting to acquire a small parcel of land located along Gulley Road for a water booster station since October of 1997. The parcel selected by the city and our engineering consultants, McGoodwin, Williams & Yates, is owned by Ms. Ruth Morris and is located approximately half-way along the three mile water line replacement project from Joyce Blvd. to Hwy 45. The booster station is to be installed approximately ¾ mile North of the new tankage site, also along Gulley Road.

Please find herewith a General Area Map which indicates the routing of the water line project and the location of the tankage and proposed booster station. Properties along Gulley Road consist of 5-30 acre tracts, most of which have large and expensive homes associated with them. Few properties are totally undeveloped. The consultants choice and the City's choice of this site location is based upon its proximity to the water line route along Gulley Road at a location wherein the line pressure is still sufficient to service clients to that point. We look for sites that can be screened from surrounding neighbors and the public in general, therefore, undeveloped areas are desirable.

Ms. Morris is the owner of a 45 acre tract of undeveloped land; the problem it has is that it only has about 165 feet of frontage along Gulley Road. There is no other access to any of the 45 acres. The property is located in the NW¼-NW¼-28-17-29 (40 acres) and 5 acres in the SW¼-NW¼-28-17-29. The property is covered with hardwood and Cedar trees, which is exactly what the city needs for screening purposes. Ms. Morris has owned this property since 1946/63 and believes that the city acquisition will adversely affect the opportunity of future development of the rest of the property. The city would like to acquire about ⅔ of an acre just off of the road and has developed a proposal that would leave ample area off of Gulley Road for a major entry into the rest of the property (see diagram). Of the 165 feet of frontage, the city proposes to acquire and utilize the South 45 feet for entry into the booster station while leaving the North 120 feet for an entry into the remainder of the property.

Ms. Morris has objected to this acquisition from the very beginning and has given no indication that she is willing to move from that position in any manner. We have made extensive efforts to show Mrs. Morris how this property could be developed, even with the presence of the

water booster station. Since Ms. Morris is elderly (86 years), we have attempted to be low key through this entire procedure, but our efforts do not seem to have made any difference or changed her attitude. No alternate location has the amount of screening that this location has.

The city outlined a scheme for the possible development of the 45 acre tract as shown in the attached diagram. Tracts must be 4-5 acre since sewer is not available to this area. The property is outside the City limits but within the growth area. The water booster station land, which normally requires less than 0.25 acre, was extended for this case so as to insure complete screening and buffer, as well as allow a major entry off of Gulley Road to the rest of the property. Accordingly, the city has offered to acquire as much as 0.83 acres and dedicate at least 0.4 acre for utility easements and road right of way. This scheme, and the location of the booster station, was briefly looked over by an outside development engineering firm who concurred with the layout. The city offered to retain an outside consultant to act in behalf of Ms. Morris as to the possible layout of a residential development, including the booster station, for this property. Ms. Morris declined this offer.

The development layout was presented to the independent firm who did the appraisal for the required acquisition. While the appraiser (Reed & Associates, Inc.,Springdale) valued the current agricultural land at $13,000/acre for this large tract (45 acres), the appraiser felt that when developed, the presence of the booster station would make the immediately adjoining 5.0 acre tracts less desirable than those that were not adjoining. This severance damage was based on a (10-12%) discount of developed land at todays value ($20,000+/ac). The appraisal itself reflects this severance damage over the entire remainder acreage as undeveloped land. As indicated in the attached appraisal, the fair market value of the City's acquisition, based on current land value, was determined to be:

Value "Before" (45 Acres @ $13,000/ac)	=	$	585,000
Value "After" (44.33 Acres @ $12,500/ac)	=	$	554,000
Damage to Market Value (Acquisition of 0.67 Acre)	=	$	31,000

The above values break down to the following:

Acquisition:	0.67 Acre @ $13,000/ac	=	$	9,000
Severance Damage:	44.33 acre @ $500/ac	=	$	22,000
Total Acquisition Fair Market Value		=	$	31,000

If the city purchased the entire 165 feet of frontage along Gulley Road by a depth of 220 feet, and dedicated 120 feet of the 165 feet for public entry into the remainder of the property, the fair market value for that 0.833 acre was determined to be $33,000. These offers were presented to Ms. Morris on May 6, 1998, although we had considerable discussion with her prior to that offer date.

Ms. Morris has retained the services of David Horne, Attorney at Law, to represent her in this matter. Mr. Horne and the city staff have had various discussions on the proposed project, however, neither of us see any change in the position of Ms. Morris on the subject or the willingness to negotiate. Some alternate schemes for orientation of the booster station have been proposed by the city which would include some improvement for a possible roadway into the remainder property area for possible future access. This would not include a fully developed street, only a portion necessary for city access to the booster station. This latter alternate is not proposed as part of this condemnation request.

Owner:

Ruth A. Morris
951 Bowen Street
Pea Ridge, AR 72751

Phone: (501) 451-1596

Representative:

David B. Horne
Attorney at Law
207 W. Center Street
Fayetteville, AR 72701

(501) 521-7050

The city would like send this project to bid before the end of August, 1998. To do so requires land and easements to be acquired by that time or shortly thereafter. At this point, neither Mr. Horne or ourselves can see any movement that would give encouragement to a possible settlement on this booster station property acquisition. We ask you to present this to the City Council and request their authorization to have the City Attorney seek possession through the courts.

Water Booster Station
III.A.5

AUG 1 3 1998

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404

FAX 501/443-4340

August 11, 1998

Re: Water System Improvements
Phase II - Highway 45 East Area
Contract Section II – Gulley Road Pump Station
Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, City Engineer
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

Dear Don:

This letter is in response to your request that we provide our rationale for the location of the Gulley Road pump station at the proposed site as shown on the plans. In our final report for water system improvements (Project No. Fy-264; April 23, 1997), we set out the design considerations for these facilities which are to be constructed in three contract sections. I have enclosed a copy of a drawing labeled "Exhibit 4, Highway 45 East Area" showing the 20-year hydraulic analysis and the proposed improvements.

The final report calls for an 18-inch water line to be constructed from the existing 42-inch line east along Oakland Road, then south and east along Gulley Road, to a pumping station location with an approximate ground elevation of 1400 feet above mean sea level. From that point a 12-inch water line would be constructed south along Gulley Road to Highway 45, with an 18-inch line connecting to the 750,000 gallon elevated storage tank with an overflow elevation of approximately 1660. (The 12-inch diameter pump station discharge and the 18-inch connection to the elevated storage tank was later changed to 16-inch diameter.) This places the pumping station at the outermost limits of the pressure zone boundary served by the new storage tank. We looked at four other potential locations for the pumping station; however, in our opinion, the selected site is the least-cost alternative as well as the best location, from an engineering standpoint, for future development of the water system to serve the area.

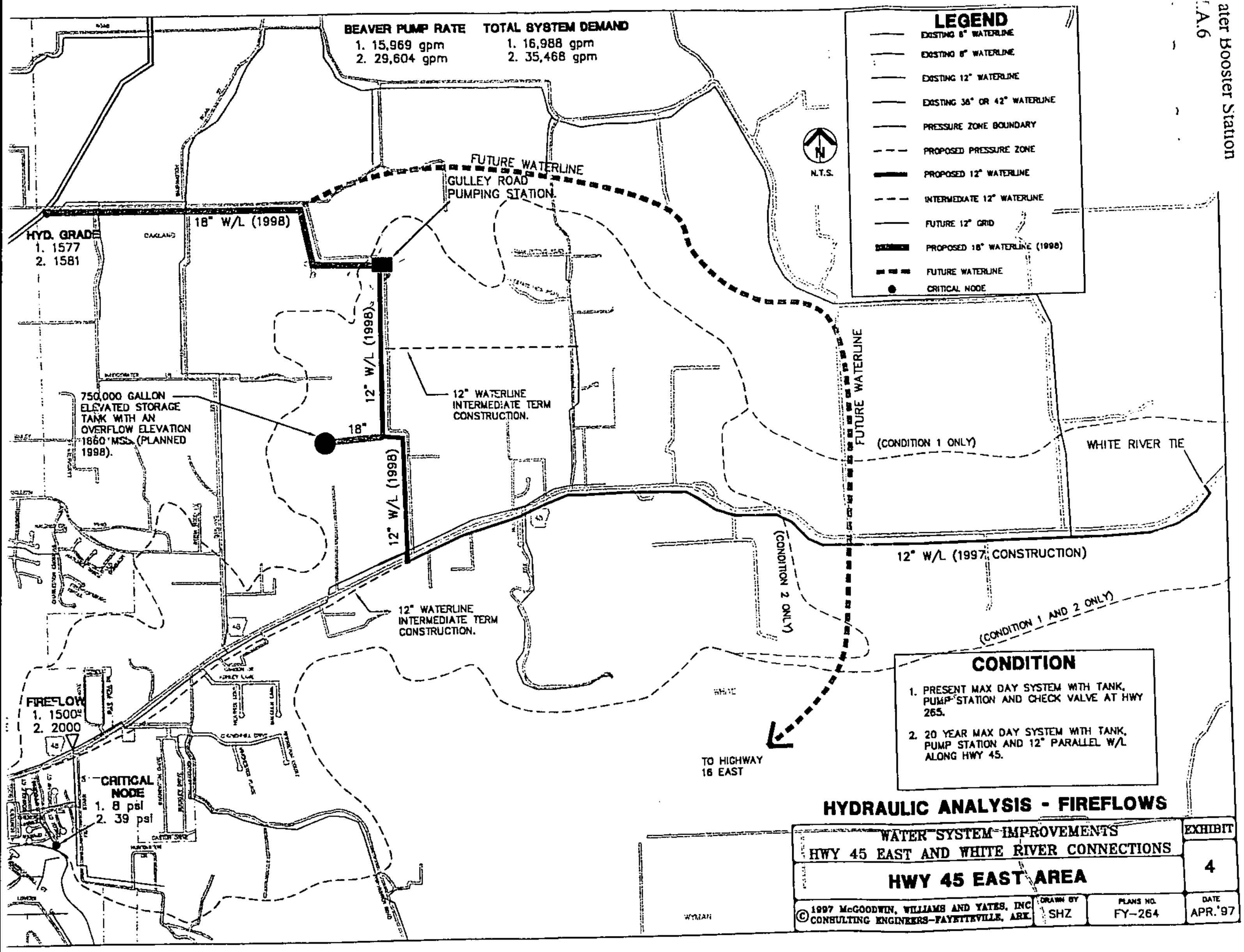
I trust this provides you with the requested information. As you are aware, the locations of many types of water and wastewater system improvements are dictated by hydraulic considerations and ground elevations which sometimes don't provide many alternates to be considered. If you need any further information, please let me know.

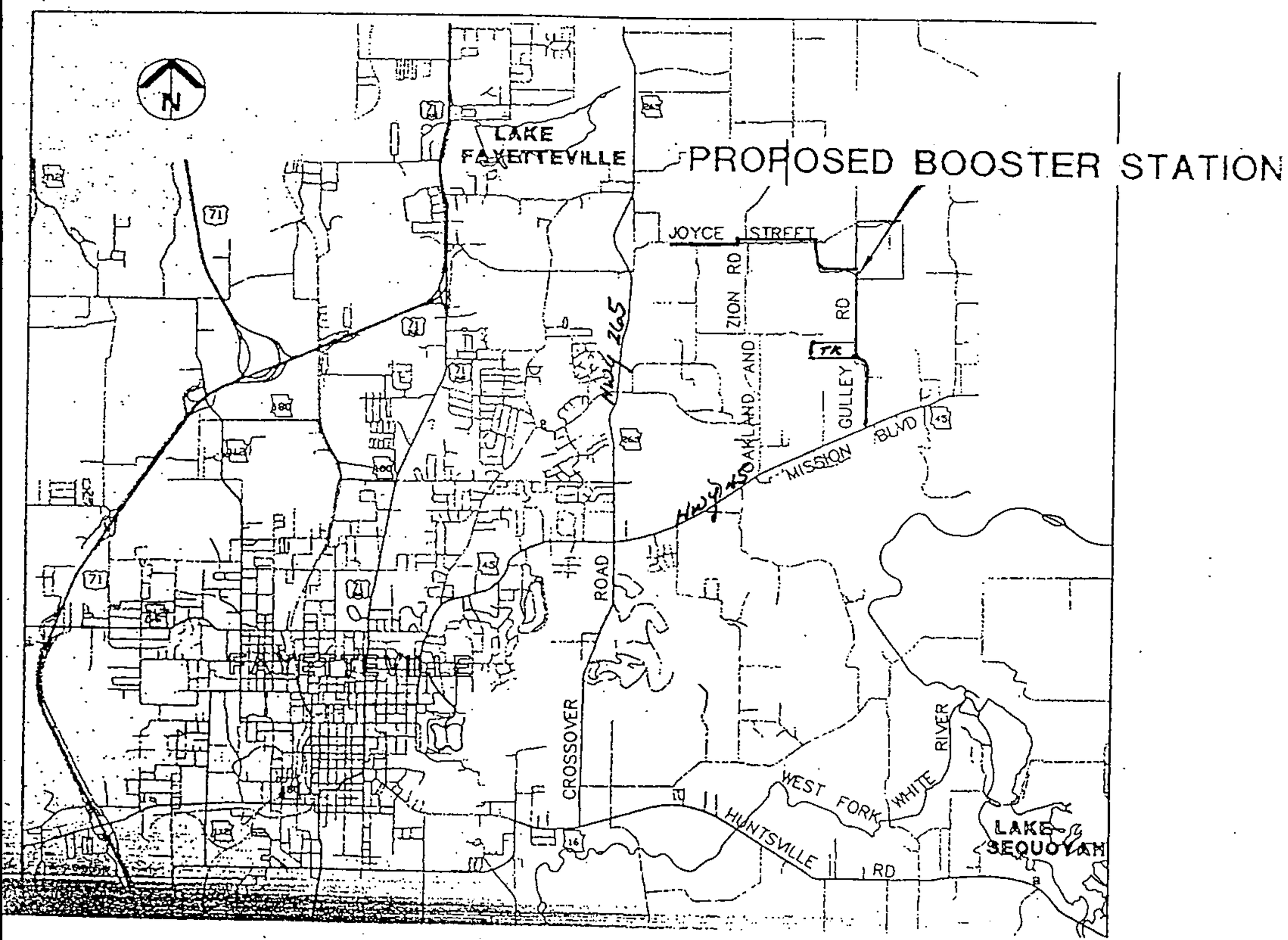
Cordially,

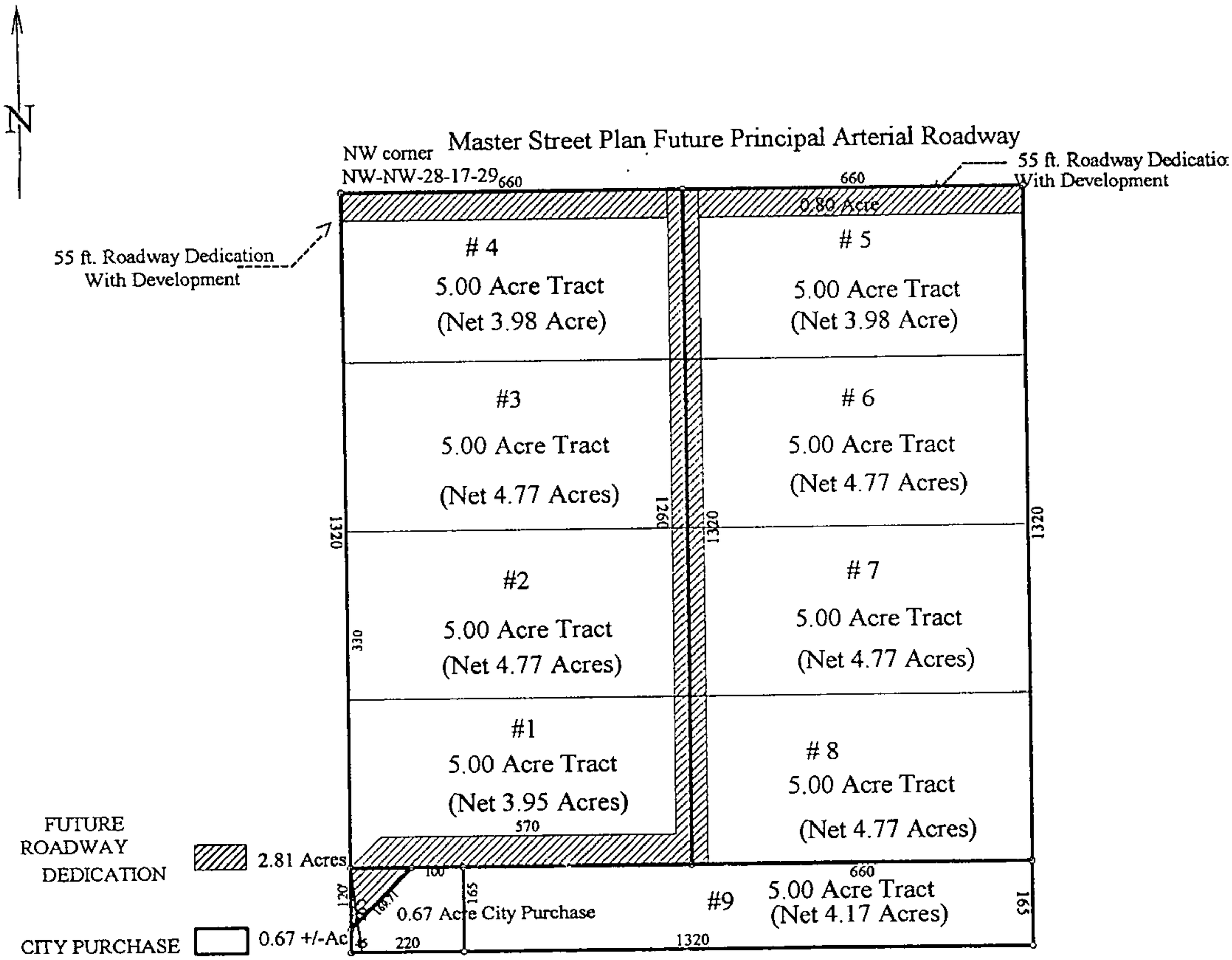
Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosure

ater Booster Station
.A.6

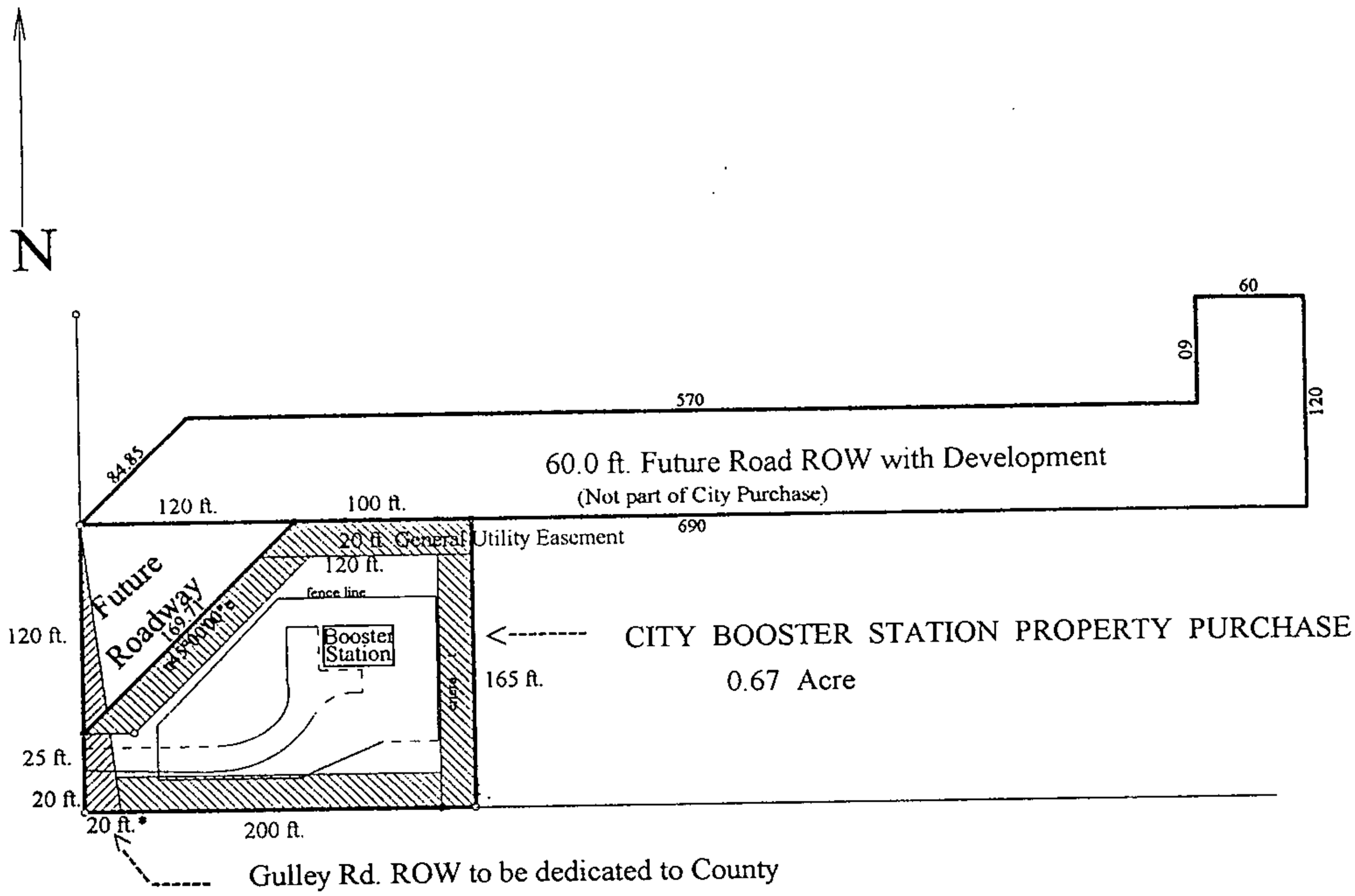



N
LAKE
FAYETTEVILLE
PROPOSED BOOSTER STATION
JOYCE STREET
ZION RD
OAKLAND
GULLEY
RD
TR
HWY 265
HWY 45
MISSION BLVD
ROAD
CROSSOVER
WEST FORK WHITE RIVER
HUNTSVILLE RD
LAKE SEQUOYAH
FAYETTEVILLE



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

SCALE: 1 inch = 300 ft.


N
60
60
570
120
84.85
60.0 ft. Future Road ROW with Development
(Not part of City Purchase)
120 ft.
100 ft.
690
20 ft. General Utility Easement
120 ft.
fence line
Future Roadway
169.71
N 5°00'00"E
Booster Station
120 ft.
<-------- CITY BOOSTER STATION PROPERTY PURCHASE
0.67 Acre
165 ft.
25 ft.
20 ft.
20 ft.*
200 ft.
------ Gulley Rd. ROW to be dedicated to County

KINCAID, HORNE &TRUMBO
ATTORNEYS AT LAW
WALKER-STONE HOUSE
207 W. CENTER
FAYETTEVILLE, ARKANSAS 72701

DAVID B. HORNE
BASS TRUMBO

OF COUNSEL
HUGH R. KINCAID
WARREN E. BANKS
(1929-1987)

TELEPHONE: (501) 521-7050
FAX: (501) 521-7052

July 13, 1998

Mr. Edward D. Connell
City Land Agent
City of Fayetteville
113 West Mountain
Fayetteville AR 72701

RE: City of Fayetteville
Gulley Road Water Line Lift Station
City Project No. 96055

Dear Mr. Connell:

I have talked on several occasions with Ruth Morris regarding the City's proposed location of a water line lift station on her property. As you know, she is adamantly opposed to the project being located at this site.

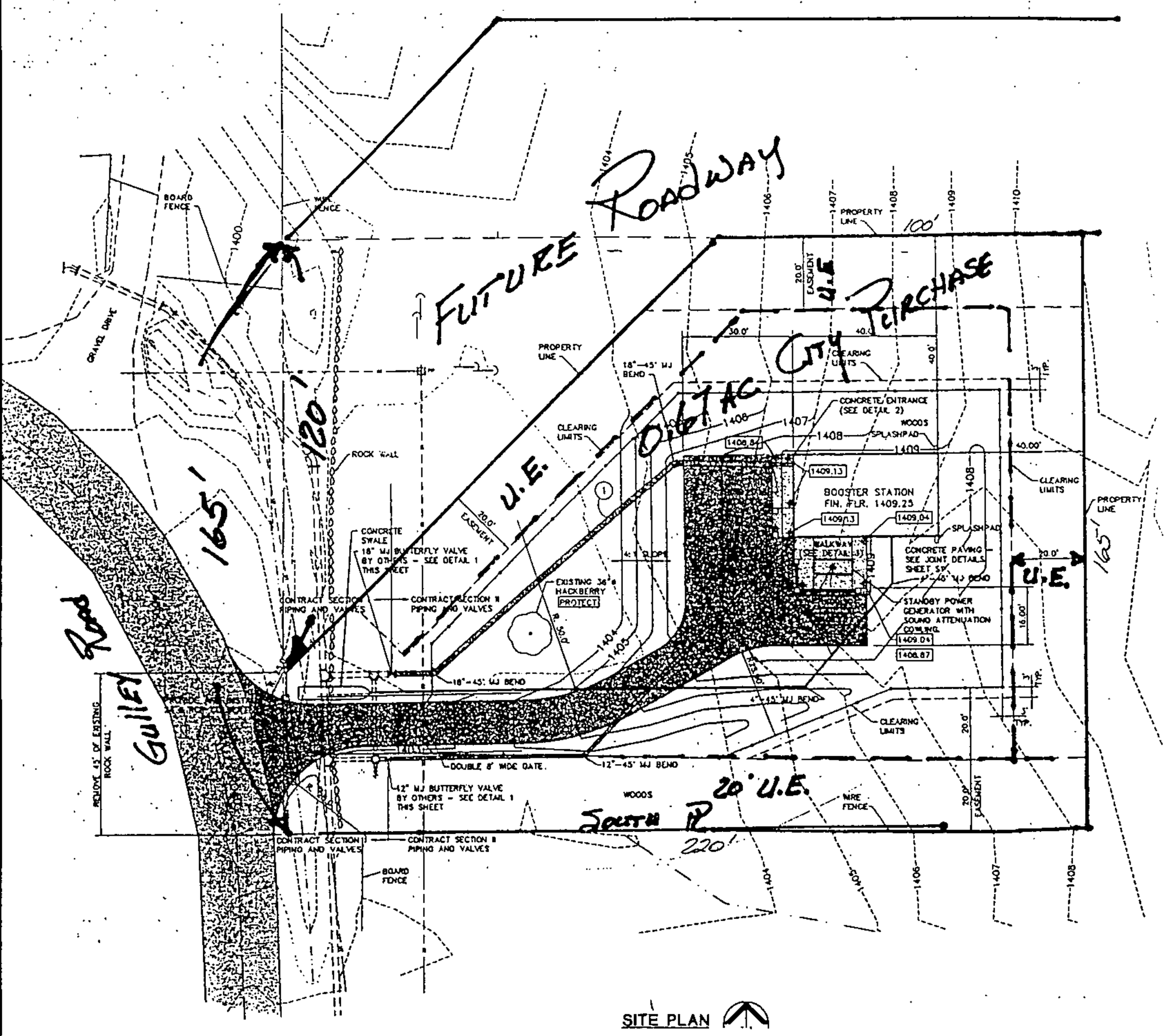
Today, she and I discussed the several other locations depicted on the map she received in the mail from either you or Don Bunn. I must agree with her that her site seems to be the most severely impacted, as it precludes her utilizing much of her limited frontage.

The other sites all appear to be plausible locations. We would hope that the City would reconsider and find an alternate site for the lift station.

Sincerely,

David Horne

DH:mb
cc: Ms. Ruth A. Morris


FUTURE ROADWAY
FUTURE CITY PURCHASE
BOARD FENCE
WIRE FENCE
GRAVEL DRIVE
PROPERTY LINE
100'
20.0' EASEMENT
U.E.
30.0'
40.0'
CLEARING LIMITS
18"-45° MJ BEND
CONCRETE ENTRANCE (SEE DETAIL 2)
WOODS
SPLASHPAD
1408.84
1409.13
BOOSTER STATION
FIN. FLR. 1409.25
1409.03
1409.04
WALKWAY (SEE DETAIL 3)
CONCRETE PAVING SEE JOINT DETAILS SHEET S1
STANDBY POWER GENERATOR WITH SOUND ATTENUATION COWLING
1408.87
40.00'
16.00'
ROCK WALL
120'
165'
CONCRETE SWALE
18" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
CONTRACT SECTION I PIPING AND VALVES
CONTRACT SECTION II PIPING AND VALVES
EXISTING 36" HACKBERRY PROTECT
R 30.0'
4:1 SLOPE
4"-45° MJ BEND
DOUBLE 8' WIDE GATE
12"-45° MJ BEND
42" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
WOODS
20' U.E.
WIRE FENCE
SOUTH R
220'
REMOVE 45' OF EXISTING ROCK WALL
Gulley
Road
1404
1405
1406
1407
1408

SITE PLAN

Water Booster Station
III.A.12

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 5, 1997

Ms. Ruth Morris
951 Bowen Street
Pea Ridge, AR 72751

RE: City of Fayetteville
Gulley Road Water Line ~~Lift~~ BOOSTER Station
City Project No. 96055

Dear Ms. Morris:

It was nice to have had the opportunity to talk with you yesterday. Was sorry to hear about your illness and am glad that you seem to be on the road to recovery. As I indicated to you, the City would still like to pursue the possibility of acquiring a tract of land from you along Gulley Road in Washington County for a water lift station. We have conducted some preliminary investigations on how this system will fit into a future development of the entire 45 acre property and would like for you to have the opportunity to review this before we have the opportunity to get together in a couple of weeks.

We appreciate your approval of allowing our consulting engineers to do some field survey work on a proposed location for this lift station. The purpose of this survey is to get a lay of the land in the general area with particular emphasis on a possible station sight as well as ingress to and egress from the 45 acre tract from Gulley Road. We do not anticipate any disturbance to occur to the land as a result of this survey, nor does it obligate you in any form.

McGoodwin, Williams & Yates Consulting Engineers have presented us with a proposed preliminary location for this ~~lift~~ BOOSTER station on your property. Our workup of this proposed layout is attached for your information. The proposed location of the station itself is set back approximately 140 feet from the existing roadway so that a major entry into the 45 acre tract can be made off of Gulley Road, more or less as shown in the attached drawings. The City would like to stay as close to Gulley Road as possible so as to minimize the cost of piping to and from the pump station. We anticipate that a major entry would come off of Gulley Road at a forty-five degree angle and then align itself with the South 60 feet of the 40 acre tract, being 165 feet North of your South property line.

We have studied the potential future development of this 45 acre tract, and while we do not claim any expertise in residential development layout, there are some basic concepts which become evident:

(a) The only access to this 45 acre tract of land is off of Gulley Road (currently) and such is limited to 165 feet in the Southwest corner, therefore any entry into this property must come from this point.

(b) The surrounding area is made up of relatively large tracts of land (5-10 acres plus). The potential development of your land would be required to correspond.

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

(c) This 45 acres is in Washington County, however it is also within the growth area of the City of Fayetteville. Any lot split or large scale development would have to go before the Planning Commission (or Board) of both the County and the City. (The City of Fayetteville will handle the functions necessary to obtain approval for the lot split for the water lift station).

(d) Since there is no sanitary sewer in the area, any development in the foreseeable future will require septic systems, another reason for the medium to large lot sizes.

(e) The Fayetteville Master Street Plan calls for a principal arterial roadway along the North line of your forty (40) acre property. For talking purposes, we differentiate between the North 40 acres and the South 5 acres). A principal arterial is a four-lane boulevard type of roadway requiring a minimum of 110 feet of right of way, or 55 feet on each side. This has been noted on the attached preliminary diagrams. No requirement will be made until your 40 acre tract is subdivided. There are no plans to put a road in there now and the Master Street Plan is used only when and where areas come into the development stage.

(f) The County requires a right of way easement of 30 feet be conveyed on a lot split, such easement being 30 feet from the centerline of Gulley Road. A survey is required to determine if or how much of this land may be necessary to meet this requirement. We have made a very rough estimate that a triangular portion, as shown in the attached diagram, might be required. The county requires a 60 foot right of way for all roads, thus the width of the street within the future development.

Based upon our preliminary investigation, the City would like to purchase approximately 0.833 acres for the location of the subject water lift station. This amount of land is very preliminary because we do not know just what conditions may be placed on the lot split by the County and City Planning Commissions. This land purchase would be located in the Southwest corner of your 45 acre tract, being 165 feet wide and 220 feet deep. As indicated in the attached diagrams, a triangular area, 120 feet on both the North and West sides would be dedicated by the City for the purpose of ingress and egress to the rest of your property. This appeared to be the best configuration, specifically with the intersection of Gulley Road at the curve. The City lift station would be located within the tree area approximately 140-150 feet East of Gulley Road. The City further proposes a 20 foot wide General Utility Easement on both the North and South sides of the property that we purchase such that any and all other utilities can be directed to the rest of your property when the time comes for these requirements. Any requirement by the County for additional Gulley Road right of way will be made by the City.

As previously mentioned, we do not claim to have any expertise in residential development and have looked at this only from the standpoint of what effect the location of the lift station would have on any entry from Gulley Road into the rest of your property. Our conclusion is that any location of the lift station

within 220 feet of Gulley Road will not impede or adversely affect ingress/egress to the rest of your property. In fact, the scheme proposed herein, the City would buy from you 0.833 acres, then turn around and dedicate 0.17 acres (the triangle) for public ingress/egress purposes to the rest of your property, along with 0.04 acres, more or less, for Gulley Road right of way purposes and 0.20 acre (M or L) for general utility purposes.

I mentioned to you that it has been suggested that the City engage an engineering firm which does considerable residential development work to review our proposed lift station site with your interest and the interest of a potential future development in mind. To this extent, we would recommend Kurt Jones of Crafton Tull & Associates, Inc. to review and make recommendations, if any, for the location of the ~~lift~~ booster station on this property. Mr. Jones is located in Fayetteville, however, the general office of Crafton Tull is located in Rogers. The City of Fayetteville would like to locate this ~~lift~~ booster station on your property and we want you to be comfortable with whatever is to be proposed. Mr. Jones will be looking after your interest solely as it relates to the future potential for development of this property. This activity will be done at no cost to you and under no obligation from you.

Once we are able to survey the area and review it with Mr. Jones and yourself, we will engage an independent appraiser to determine the fair market value of the property involved. This appraisal is required by City staff and City Council and will evaluate the affect that this small parcel will have on the remainder from a development standpoint. I understand your concern about appraisals and agree with you to a large extent. We use independent appraisals as guidelines and justification for our activities with public funds. When the appraiser contacts you by phone, please advise him/her if and when you might have had some unaccepted offers to purchase this property. This information is something he needs to know. Again, all of these activities will be done at the City's direction and cost with no obligation from you.

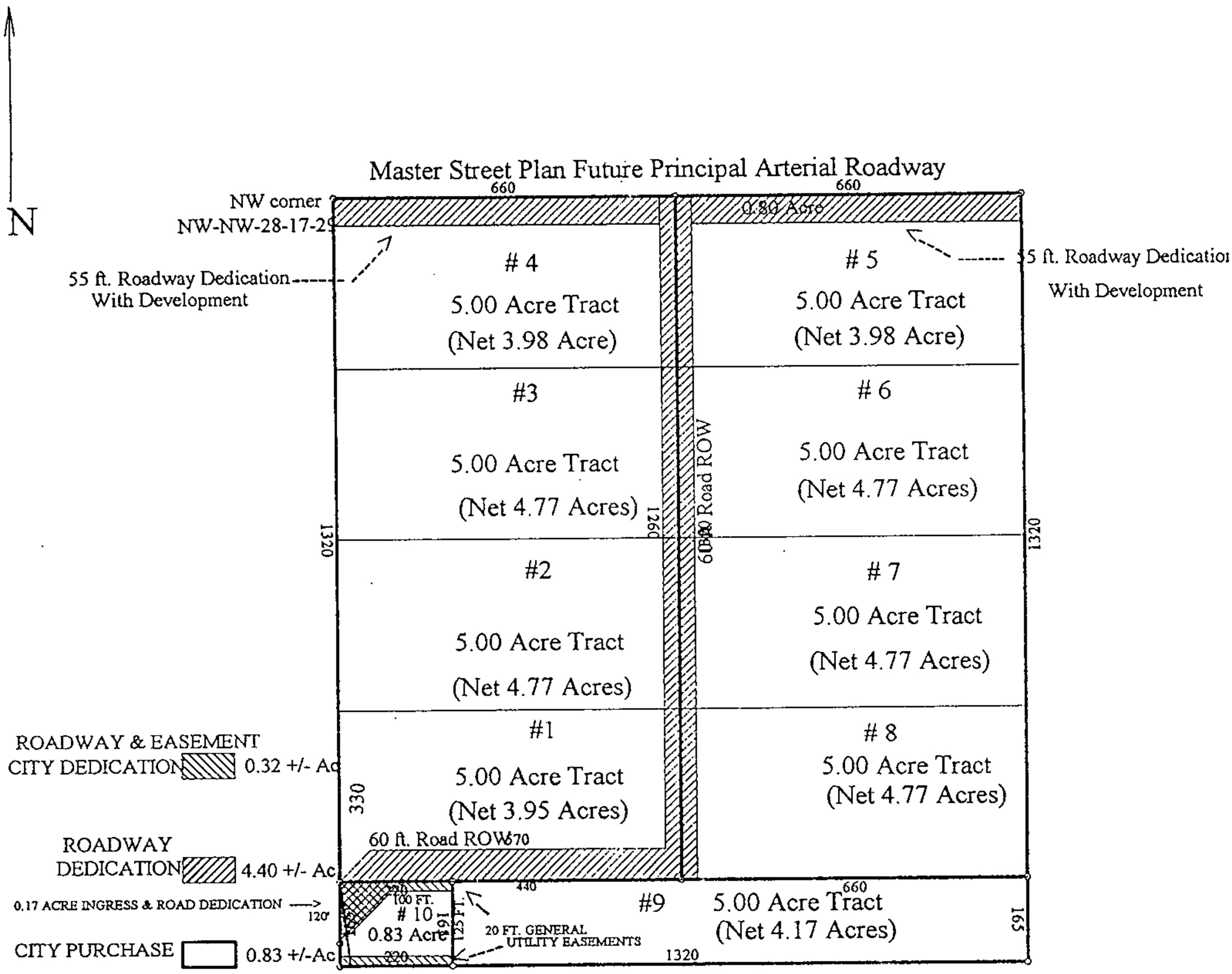
I trust that your health will continue to improve and look forward to the possibility of being able to visit with you in a couple of weeks. If you have any questions or comments, please do not hesitate to contact me at 444-3415. I shall await your call.

Sincerely yours,

Edward D. Connell

Edward D. Connell
City Land Agent

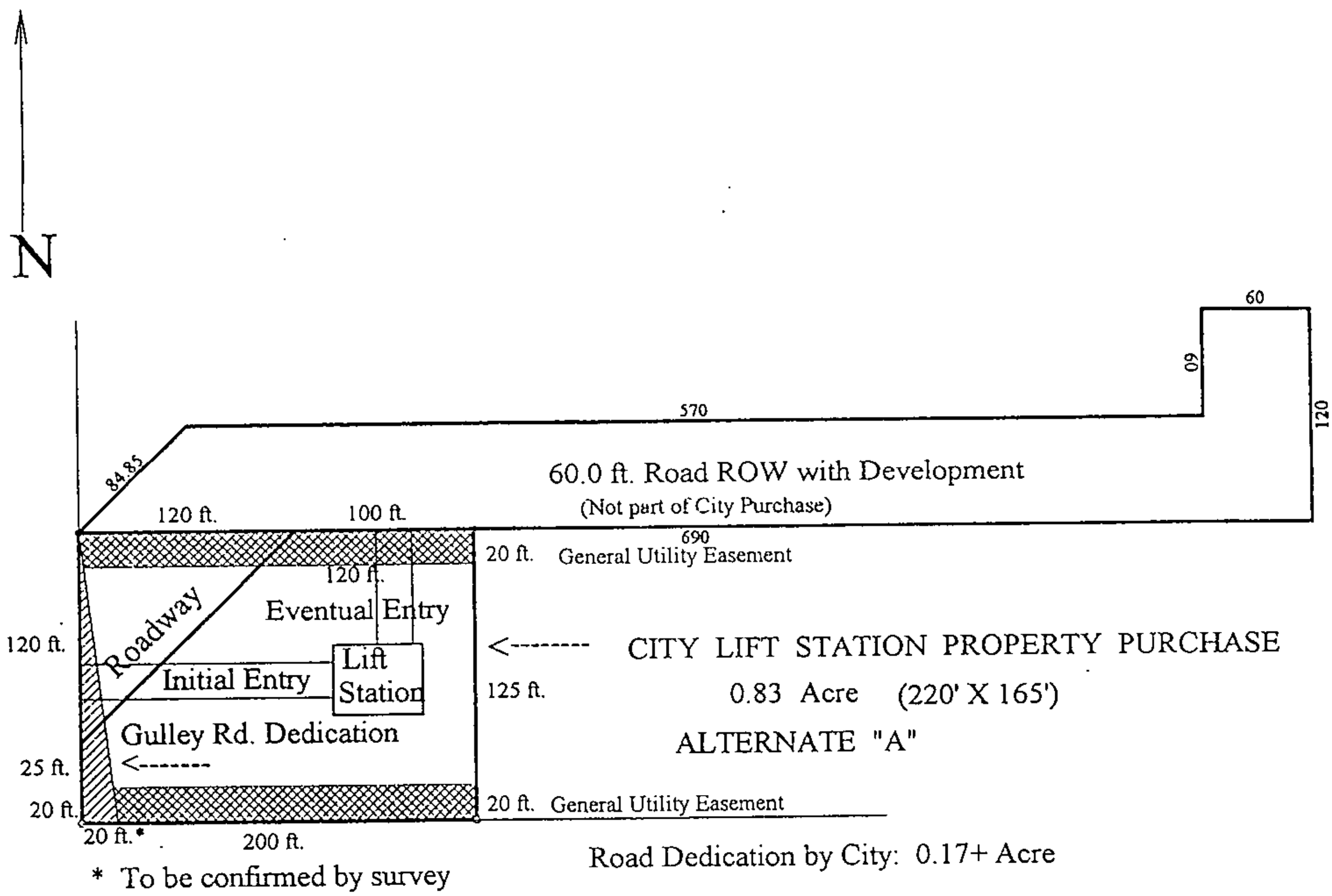
cc: Donald R. Bunn, City Engineer
Jerri Van Hoose, McGoodwin, Williams & Yates



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

ALTERNATE # A

SCALE: 1 inch = 300 ft.


N
60
09
570
120
84.85
60.0 ft. Road ROW with Development
(Not part of City Purchase)
120 ft.
100 ft.
690
20 ft. General Utility Easement
120 ft.
Eventual Entry
Roadway
120 ft.
Lift Station
Initial Entry
<-------- CITY LIFT STATION PROPERTY PURCHASE
125 ft.
0.83 Acre (220' X 165')
ALTERNATE "A"
Gulley Rd. Dedication
<-------
25 ft.
20 ft.
20 ft. General Utility Easement
20 ft.*
200 ft.
Road Dedication by City: 0.17+ Acre
* To be confirmed by survey

Water Booster Station
III.A.17
Reed & A...
replaced 7-24-98

COMPLETE APPRAISAL ANALYSIS ON

THE RUTH MORRIS PROPERTY, 45± ACRES
LOCATED ALONG THE EAST SIDE OF
GULLEY ROAD, NORTH OF STATE HIGHWAY
45, WASHINGTON COUNTY, ARKANSAS

FOR

THE CITY OF FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
1526 PLAZA PLACE, SUITE ONE
SPRINGDALE, ARKANSAS

Appraisal No. 00000615

AS OF

APRIL 15, 1998

Reed & Associates, Inc.
REAL ESTATE APPRAISERS – CONSULTANTS

Rob Potts
Joe Morrison
Tom Reed, MAI

1526 Plaza Place, Suite 1
Springdale, AR 72764
756-6313
Fax 756-8861

April 16, 1993

Edward D. Connell
City Land Agent
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

RE: Ruth Morris Property; 45± Acres Located On The East Side Of Gulley Road, Approximately 1.4± Miles Northerly From State Highway 45; Washington County, Arkansas; .67± Acre Proposed Acquisition For Construction Of Water Booster Station

Dear Mr. Connell:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following represents a Complete Appraisal Analysis reported in a Summary Appraisal format. Much of the supporting documentation is maintained in the appraisers file.

Based upon an analysis of relevant data and contingent upon the assumptions and limiting conditions which follow and appear later in this report, it is my opinion the market value of the subject property as of April 15, 1998, was as follows:

Value "Before" (45± Acres)	=	*$585,000*
Value "After" (44.33± Acres)	=	*554,000*
Damage To Market Value	=	*$ 31,000*

If .833± acre was to be acquired, including the entire potential roadway from Gulley Road into the site, the estimated market value of the property as of April 15, 1998, in my opinion, would be as follows:

Value "Before" (45± Acres)	=	*$585,000*
Value "After" (44.167± Acres)	=	*552,000*
Damage To Market Value	=	*$ 33,000*

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The assumption is made that if the City purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

The values are contingent upon subject and adjacent properties being in compliance with all applicable EPA regulations. No adverse conditions were observed.

The estimated marketing period for the property is one year or less.

Additional assumptions and limiting conditions appear later in the report.

Respectfully submitted,

Tom Reed

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

Value "Before" (45± Acres)	=	*$585,000*
Value "After" (44.167± Acres)	=	*552,000*
Damage To Market Value	=	*$ 33,000*

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The assumption is made that if the City purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

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The estimated marketing period for the property is one year or less.

Additional assumptions and limiting conditions appear later in the report.

Respectfully submitted,

Tom Reed

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

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ADDENDA

- Warranty Deed
- Flood Zone Map
- Property Cards
- Comparable Land Sale
- Purchase Order
- Letter Of Engagement

SUMMARY APPRAISAL REPORT - COMPLETE APPRAISAL ANALYSIS

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of Fayetteville, Arkansas, 113 West Mountain, Fayetteville, Arkansas, 72701

APPRAISER: Tom Reed, Reed & Associates, Inc., 1526 Plaza Place, Suite 1, Springdale, Arkansas

SUBJECT: 45± acre site located on the east side of Gulley Road, approximately 1.4± mile northerly from State Highway 45, Washington County, Arkansas

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the market value of the subject property as of the effective date. Market value is defined as follows:

> *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> *a. buyer and seller are typically motivated;*
> *b. both parties are well informed or well advised, and each acting in what he considers his own best interest;*
> *c. a reasonable time is allowed for exposure in the open market;*
> *d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and;*
> *e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*[1]

INTENDED USE OF REPORT: The intended use of this report is to assist the client in establishing an acquisition price for the property. The purpose of this purchase will be for the installation of a water booster station in the Northeast quadrant of the city growth area.

---

[1] American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal - Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), P. 222-223.

SUMMARY APPRAISAL REPORT - COMPLETE APPRAISAL ANALYSIS

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[1] American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal - Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), P. 222-223.

INTEREST VALUED: Fee Simple Estate; Permanent Easement

EFFECTIVE DATE OF VALUE: April 15, 1998

DATE OF REPORT: April 16, 1998

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

- last inspected the subject site on April 15, 1998; Photographs were taken on this inspection;
- obtained general information pertinent to the appraisal assignment from local sources;
- obtained a partial legal description of the property from the client and from Property Tax Records;
- obtained applicable property tax data at the Washington County Assessor's Office;
- researched a three history of the property at the Washington County Courthouse;
- determined the highest and best use of the property based upon location, physical characteristics, past and present use, etc.
- researched and analyzed comparable land sales;
- verified the data and applied the Sales Comparison Approach; The Cost Approach was not utilized as subject does not include any improvements that contribute to value; The Income Capitalization Approach was not utilized due to insufficient market data – residential land rentals are not typical in the market area.

To develop the opinion of value, the appraiser performed a Complete Appraisal Analysis, as defined by the Uniform Standards of Professional Appraisal Practice. This means that no departure from Standard 1 was invoked.

The Summary Appraisal Report is a brief recapitulation of the appraisers data, analysis and conclusions. Supporting documentation is retained in the appraisers file.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description – Subject property is located on the east side of Gulley Road, approximately 1.4± mile northerly from State Highway 45, in Washington County, Arkansas. The property is situated a short distance easterly, from Fayetteville, Arkansas. The Gulley Road/State 45 intersection is approximately 2.3± miles easterly from the State 265/State 45 intersection (east part of Fayetteville). The City of Fayetteville is the County Seat of Washington County. Northwest Arkansas Regional Planning Commission estimated the 1996 population of Fayetteville to be 55,741±.

The market area would appear to lie within the following boundaries: State Highway 265 on the west; Old Wire Road/Butterfield Coach Road on the north; The White River/State 45 intersection on the east; And, Wyman Road on the south. The area appears less than 50% developed. The occupancy rate of developed properties appears to be high.

The composition of the market area consists of commercial, residential and agricultural uses. The majority of commercial uses are situated along State Highway 265 and at, or near the 45/265 intersection. There has been a trend in the immediate market area for transition from agricultural to single-family residential, including subdivisions and larger estate homesites.

Utilities available in the market area include public water and sewer, natural gas, electricity, and telephone service. Much of the market area lies outside the Fayetteville City Limits and public sewer is not available to these outlying areas, and in some cases neither are public water or natural gas.

Property uses in close proximity to subject are residential/agricultural in nature, including large dwellings on estate type homesites.

The market area is considered to be in the growth stage of its life cycle.

Property Description – Subject site is indicated to contain approximately 45± acres. A partial legal description of the site is as follows:

> *The Northwest One-Quarter of the Northwest One-Quarter and the North Five = Acres of the Southwest One-Quarter of the Northwest One-Quarter; All in Section 28, Township 17 North, Range 29 West, Washington County.*

The preceding description was estimated based upon data provided by the client and from Washington County Property Tax Records. A survey is recommended.

It appears that the dimensions of the subject site are approximately as follows: 1320'± along the north and south boundaries and 1485'± along the east and west boundaries. The site is nearly square in shape. The site is indicated to have approximately 165' of frontage along the east side of Gulley Road. Subject's road frontage is located in a curve of Gulley Road and it could be that the southwest corner of subject either lies in or on the west side of Gulley Road.

The topography of the site is gently rolling in the central and west parts to more moderately sloping in the east. The high elevation appears to be approximately 1420'± in the central and south central parts and the low elevation is near 1300'± at the northeast corner. The slope of the site is primarily to the east/northeast from the central part.

Soil and subsoil conditions are not believed adverse to building construction, however, a soil test report on the site has not been examined. Subject soils appear to be of the Captina-Nixa-Pickwick Association and the Enders-Allegheny-Hector Association. The Captina-Nixa-Pickwick Association are silty and cherty, deep and moderately shallow, moderately well drained to well drained, nearly level to sloping soils. The Enders-Allegheny-Hector Association are deep and shallow, moderately well drained to somewhat excessively drained, gently sloping to steep soils on mountainsides. The Captina-Nixa-Pickwick Association are in the west part of subject while the Enders-Allegheny-Hector Association are in the east part.

The market area would appear to lie within the following boundaries: State Highway 265 on the west: Old Wire Road/Butterfield Coach Road on the north: The White River/State 45 intersection on the east: And. Wyman Road on the south. The area appears less than 50% developed. The occupancy rate of developed properties appears to be high.

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Utilities available in the market area include public water and sewer, natural gas, electricity, and telephone service. Much of the market area lies outside the Fayetteville City Limits and public sewer is not available to these outlying areas, and in some cases neither are public water or natural gas.

Property uses in close proximity to subject are residential/agricultural in nature, including large dwellings on estate type homesites.

The market area is considered to be in the growth stage of its life cycle.

Property Description – Subject site is indicated to contain approximately 45± acres. A partial legal description of the site is as follows:

> *The Northwest One-Quarter of the Northwest One-Quarter and the North Five = Acres of the Southwest One-Quarter of the Northwest One-Quarter: All in Section 28, Township 17 North, Range 29 West, Washington County.*

The preceding description was estimated based upon data provided by the client and from Washington County Property Tax Records. A survey is recommended.

It appears that the dimensions of the subject site are approximately as follows: 1320'± along the north and south boundaries and 1485'± along the east and west boundaries. The site is nearly square in shape. The site is indicated to have approximately 165' of frontage along the east side of Gulley Road. Subject's road frontage is located in a curve of Gulley Road and it could be that the southwest corner of subject either lies in or on the west side of Gulley Road.

The topography of the site is gently rolling in the central and west parts to more moderately sloping in the east. The high elevation appears to be approximately 1420'± in the central and south central parts and the low elevation is near 1300'± at the northeast corner. The slope of the site is primarily to the east/northeast from the central part.

Soil and subsoil conditions are not believed adverse to building construction, however, a soil test report on the site has not been examined. Subject soils appear to be of the Captina-Nixa-Pickwick Association and the Enders-Allegheny-Hector Association. The Captina-Nixa-Pickwick Association are silty and cherty, deep and moderately shallow, moderately well drained to well drained, nearly level to sloping soils. The Enders-Allegheny-Hector Association are deep and shallow, moderately well drained to somewhat excessively drained, gently sloping to steep soils on mountainsides. The Captina-Nixa-Pickwick Association are in the west part of subject while the Enders-Allegheny-Hector Association are in the east part.

Overall site drainage is assumed to be adequate. The site is not located within the 100 year flood zone. Please see the Flood Zone Map which appears in the Addenda.

Utilities available to the site include public water, natural gas, electricity and telephone service. Development of the site would require the use of private septic systems.

No adverse easements or encroachments were noted on the inspection.

At the date of inspection, the site was principally timber covered. In years past, it appears that the central and west parts of the property had been cleared, however, this area is now grown-up and cedar and brush covered. Hardwood timber was noted in the north, northeast and east parts of the site.

A four wheeler trail runs easterly from Gulley Road into the site and connects with other four wheeler trails that run throughout the property.

Subject site is partially under farm fencing and the value of the fencing has been reflected in the land value assigned.

The City of Fayetteville is proposing to acquire approximately .67± acre in the southwest corner of the subject site for the purpose of constructing a water booster station. This station is for the Northeast Quadrant of the city growth area. A drawing of the proposed acquisition, with dimensions, appears in the Addenda of this report. The acquisition includes approximately 45'± of Gulley Road frontage. The acquisition is irregular in shape with more of a triangular configuration. It appears that the dimensions of the acquisition are 100'± along the north line, 165'± along the east line, 20'± along the south line, 45'± along the west line and 169.71'± along the northwest line. A 20' wide general utility easement, to be used by all utility companies, is proposed on all sides of the acquisition area. Clearing limits around the acquisition area will maintain tree and foliage cover from adjoining properties. Also, security around the booster station calls for a chain-link with barbed wire fence.

The City of Fayetteville has an alternate plan (drawing also appears in the Addenda) that would include acquiring approximately .833± acre of the subject site for the booster station. The only difference in this and the .67± acre acquisition is that a 165' x 220' rectangle in the southwest corner would be acquired in the .833± acre acquisition. This would include all 165' of subjects Gulley Road frontage. A 20' wide general utility easement would also be located on all sides of this acquisition.

The remaining subject acreage will either include 44.33± acres or 44.167± acres depending on whether .67± acre or .833± acre is acquired. If .833± acre is acquired, I am assuming the landowner would have ingress/egress over the north 120' of Gulley Road frontage to/from the remaining property and that the remainder could still be developed for its highest and best use.

HIGHEST AND BEST USE: Subject site consists of approximately 45± acres of potential residential development property. The site is not zoned as it is not located within the boundaries of any incorporated municipality and Washington County does not have county zoning ordinances.

The site has telephone service, public water, natural gas and electricity available.

The location of the site is in an area that appears to be in transition to single-family residential, including subdivisions and good quality dwellings on small acreage homesites.

The physical characteristics of the site are considered adequate for residential use. The topography of the site is favorable and the property is not located within the 100 year flood zone. A drawback to residential use is lack of public sewer, however, use of private septic systems appears to have been successful in the immediate area.

In my opinion, the highest and best use of the site is for development of the property into small acreage residential homesites. It would appear that 9-10 homesites would be realistic. A road from Gulley Road running easterly/northeasterly into the site, then turning northerly through the central part, could be constructed and the homesites laid out along both sides of the road. A drawing in the Addenda depicts a potential layout for a residential development on the site containing homesites in the 3.95± to 4.77± acre size range. This drawing is for subject after the acquisition and reflects 9 potential homesites, and considers an acquisition of .833± acre.

Prior to the acquisition, it appears that there could actually be 10 homesites with the south 5± acres divided into two, 2.5± acre sites. In this scenario, the size range for potential residential homesites would be 2.5± to 4.77± acres.

As previously discussed, the City of Fayetteville is proposing the acquire either .67± are or .833± acre of subject for the purpose of constructing a water booster station in the Northeast Quadrant of the city growth area. The acquisition is in the southwest corner of the subject site. The .67± acre acquisition leaves 120'± of Gulley Road frontage under the present landowner's ownership while the .833± acre acquisition includes all of the Gulley Road frontage. However, in the .833± acre acquisition, I am assuming the landowner would have ingress/egress over the north 120' of Gulley Road frontage to/from the remaining property and that the remainder could still be developed for its highest and best use.

The remaining subject acreage will either consist of 44.33± acres or 44.167± acres. In my opinion, the highest and best use of the remainder is still for development into small acreage residential homesites. However, the location of the acquisition will have some effect on how the remaining property is developed. Also, it is my opinion that the homesites immediately adjacent to the water booster station will not be as desirable in the market as those further removed.

The location of the site is in an area that appears to be in transition to single-family residential, including subdivisions and good quality dwellings on small acreage homesites.

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SUMMARY OF ANALYSIS AND VALUATION:

Sales Comparison Approach – A summary of the data on comparable land sales is listed below (please see the Addenda for sale write-ups):

Sale No.	1	2	3
Date/Sale	11/12/96	02/16/96	01 14 94
Consideration	$87.500	$87.500	$936.000
Acreage Size ±	5.42	5.03	77.29
Price/Acre	$16.144	$17.396	$12.110
Location (S-T-R)	32-17-29	32-17-29	01-16-30

Sale No.	4	5	6
Date/Sale	05/17.97	05/13 97	10 23 97
Consideration	$133,000	$415,000	$301.000
Acreage Size ±	7.99	18.49	17.04
Price/Acre	$16.646	$22.445	$17.664
Location (S-T-R)	33-17-29	01-16-30	32/33-17-29

The unit of comparison is price per acre and the elements of comparison are property rights. conditions of sale. market conditions. location and physical characteristics.

No adjustments are indicated for property rights. Each of the sales appears to have involved the transfer of the fee simple interest.

No adjustments are indicated for conditions of sale. Each of the sales appears to have been an arms-length transaction and no financing adjustments can be supported.

Comparable One sold in November of 1996. Sale Two in February of 1996. Sale three in January of 1994. Sale Four in May of 1997. Sale Five in May of 1997 and Sale Six in October of 1997. Each of the sales requires an upward adjustment for time. Paired sales analysis supports annual appreciation of approximately 7%. Therefore, Sale One requires an adjustment of 9.9%, Sale Two 15.2%. Sale Three 29.75%. Sales Four and Five each 6.4%. and Sale Six 3.5%.

Each of the comparables is located in the subject market area. Comparable's One. Two and Four are accessed by private drives while the other sales have public road access. Subject's public road access is limited. Paired sales analysis supports that Comparable's One. Two and Four are similar in location to subject while Comparable's Three. Five and Six each require a 15% downward adjustment. In addition. Comparable Three and Five are located closer to heavier development and each had public sewer

available. Paired sales analysis supports additional downward location adjustments to these two sales of 20%. The net downward location adjustments to Comparable's Three and Five are indicated to be 35%.

Under physical characteristics, it appears the principal adjustment necessary is for size. Typically, in the market, small acreage residential sites bring a higher per acre price than similar larger acreage sites, provided the small site is at least large enough for proper utilization. Subject is larger than each of the sales except Number Three. Paired sales analysis supports a size multiplier of approximately $100/acre. As size increases, price per acre decreases and vice versa.

The following adjustment grid is indicated:

Sale No.	1	2	3	4	5	6
Price/Acre	$16,144	$17,396	$12,124	$16,646	$22,445	$17,664
Property Rights	0	0	0	0	0	0
Conditions Of Sale	0	0	0	0	0	0
Market Conditions	+1,598	-2,644	+3,607	+1,065	+1,436	+618
After Market Conditions	$17,742	$20,040	$15,731	$17,711	$23,881	$18,282
Location	0	0	-5,506	0	-8,358	-2,742
Physical Characteristics						
Size	-3,958	-3,997	+3,229	-3,701	-2,651	-2,796
Indicated Per Acre Value For Subject	$13,784	$16,043	$13,454	$14,010	$12,872	$12,744

The mean of the sales is $13,818/acre while the median is $13,619/acre. Each of the sales is given consideration with most weight placed on Comparable's Three, Five and Six due to size.

In my opinion, the indicated per acre value for subject was:

$13,000

45± Acres @ $13,000 = $585,000

Utilizing the same comparable sales, it is my opinion the indicated per acre value of the remaining subject property was:

$12,500

44.33± Acres @ $12,500 = $554,125

Say $554,000

available. Paired sales analysis supports additional downward location adjustments to these two sales of 20%. The net downward location adjustments to Comparable's Three and Five are indicated to be 35%.

Under physical characteristics, it appears the principal adjustment necessary is for size. Typically, in the market, small acreage residential sites bring a higher per acre price than similar larger acreage sites, provided the small site is at least large enough for proper utilization. Subject is larger than each of the sales except Number Three. Paired sales analysis supports a size multiplier of approximately $100/acre. As size increases, price per acre decreases and vice versa.

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45± Acres @ $13,000 = $585,000

Utilizing the same comparable sales, it is my opinion the indicated per acre value of the remaining subject property was:

$12,500

44.33± Acres @ $12,500 = $554,125

Say $554,000

If .833 acre is acquired by the City of Fayetteville, including subject's entire Gulley Road frontage, the following value is indicated for the remaining acreage:

44.167± Acres @ $12,500 = $552,088

Say $552,000

The assumption is made that if the city purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

In the "after" analysis, subject's per acre value is less than in the "before" analysis, in my opinion, as a result of the following:

1. The immediately adjacent acreage to the water booster station will not be as desirable for residential use as it was as part of the whole property prior to the acquisition.

2. The location of the acquisition will have some effect on how the remaining property is laid out for residential development:

3. The acquisition basically includes 45' of subject's total Gulley Road frontage of 165' and could include all of the frontage.

The effect of the 20' wide general utility easement proposed on all sides of the acquisition area has been considered in arriving at the value of the remaining subject property.

Reconciliation And Value Conclusion – The Sales Comparison Approach was relied upon in the final value analysis. Comparable land sales data was considered adequate and reliable. In the comparison process to subject, the sales required adjustments, however, the adjustments are believed market supported. The Cost and Income Capitalization Approaches were not used for reasons previously described.

The Market value of the subject property, as of February 9, 1998, was estimated to be as follows.

"Before" Value (45± Acres)	=	$ 585,000
"After" Value (44.33± Acres)	=	(554,000)
Damage To Market Value	=	$ 31,000
Less: Value Of Acquisition (.67± Acres @ $13,000 and rounded)	=	(9,000)
Estimated Severance Damage	=	$ 22,000

Severance Damage is defined as follows:

> *In a partial taking, a decline in the market value of the remainder that arises as a result of the taking and/or the construction of the proposed improvement.*[2]

[2] American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal - Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), P. [illegible].

In my opinion, severance damage will occur to the remaining acreage as a result of the proximity of the water booster station. The immediately adjacent acreage to the water booster station will not be as desirable for residential use as it was as part of the whole property prior to the acquisition. Also, in the "after" analysis, the location of the acquisition will have some effect on how the remaining property is laid out for residential development. Finally, the acquisition basically includes 45' of subject's total Gulley Road frontage of 165'.

The comparable sales indicated that exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been one year or less. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is also one year or less.

If .833 acre was to be acquired, including the entire potential roadway from Gulley Road into the site, the estimated breakdown of the market value of the property as of April 15, 1998, in my opinion, would be as follows:

"Before" Value (45± Acres)	=	$ 585,000
"After" Value (44.67± Acres)	=	(552,000)
Damage To Market Value	=	$ 33,000
Less: Value Of Acquisition (.833± Acre @ $13,000 and rounded)	=	(11,000)
Estimated Severance Damage	=	$ 22,000

The assumption is made that if the city purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

In my opinion, severance damage will occur to the remaining acreage as a result of the proximity of the water booster station. The immediately adjacent acreage to the water booster station will not be as desirable for residential use as it was as part of the whole property prior to the acquisition. Also, in the "after" analysis, the location of the acquisition will have some effect on how the remaining property is laid out for residential development. Finally, the acquisition basically includes 45' of subject's total Gulley Road frontage of 165'.

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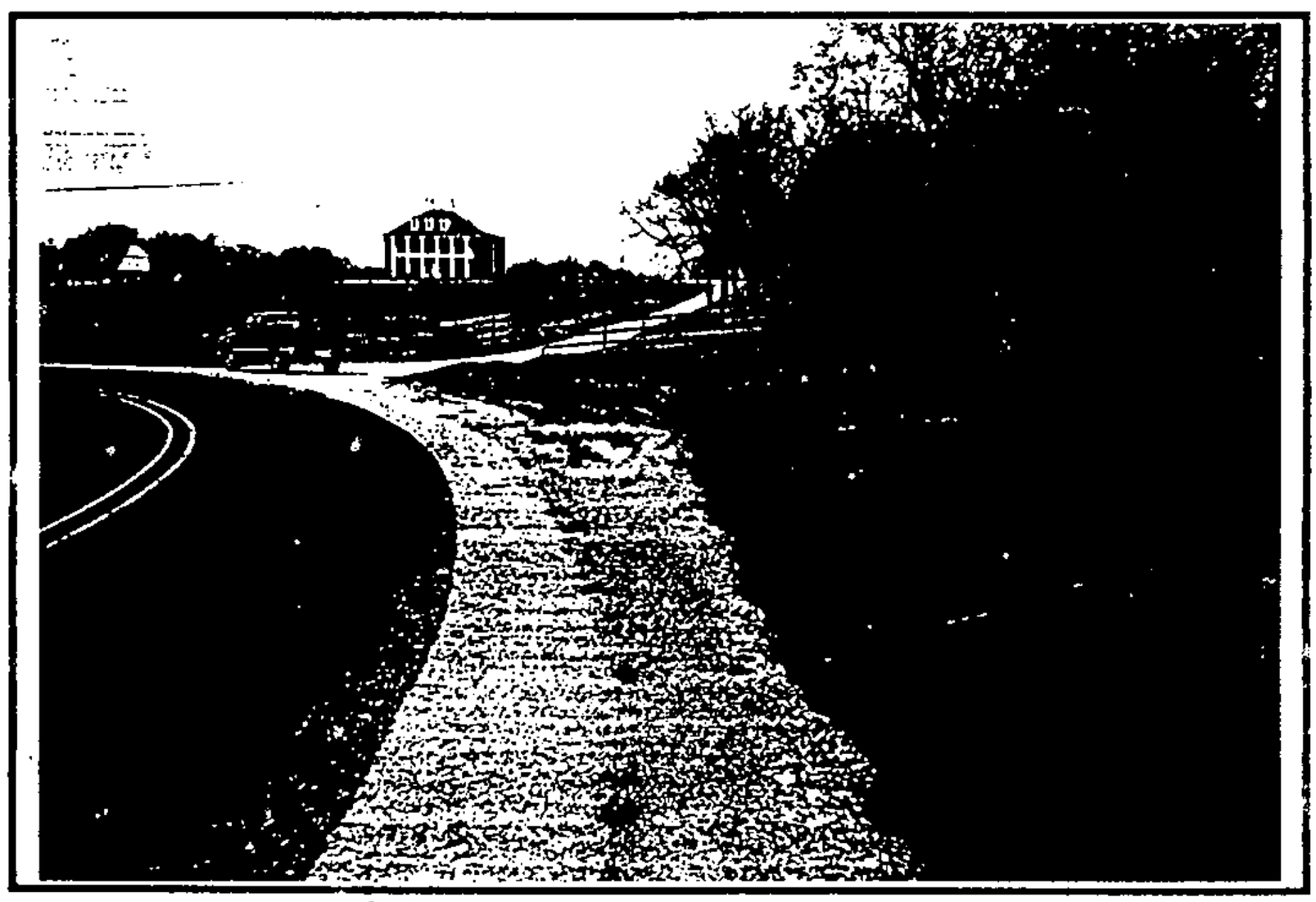
If .833 acre was to be acquired, including the entire potential roadway from Gulley Road into the site, the estimated breakdown of the market value of the property as of April 15, 1998, in my opinion, would be as follows:

"Before" Value (45± Acres)	=	$ 585,000
"After" Value (44.67± Acres)	=	(552,000)
Damage To Market Value	=	$ 33,000
Less: Value Of Acquisition (.833± Acre @ $13,000 and rounded)	=	(11,000)
Estimated Severance Damage	=	$ 22,000

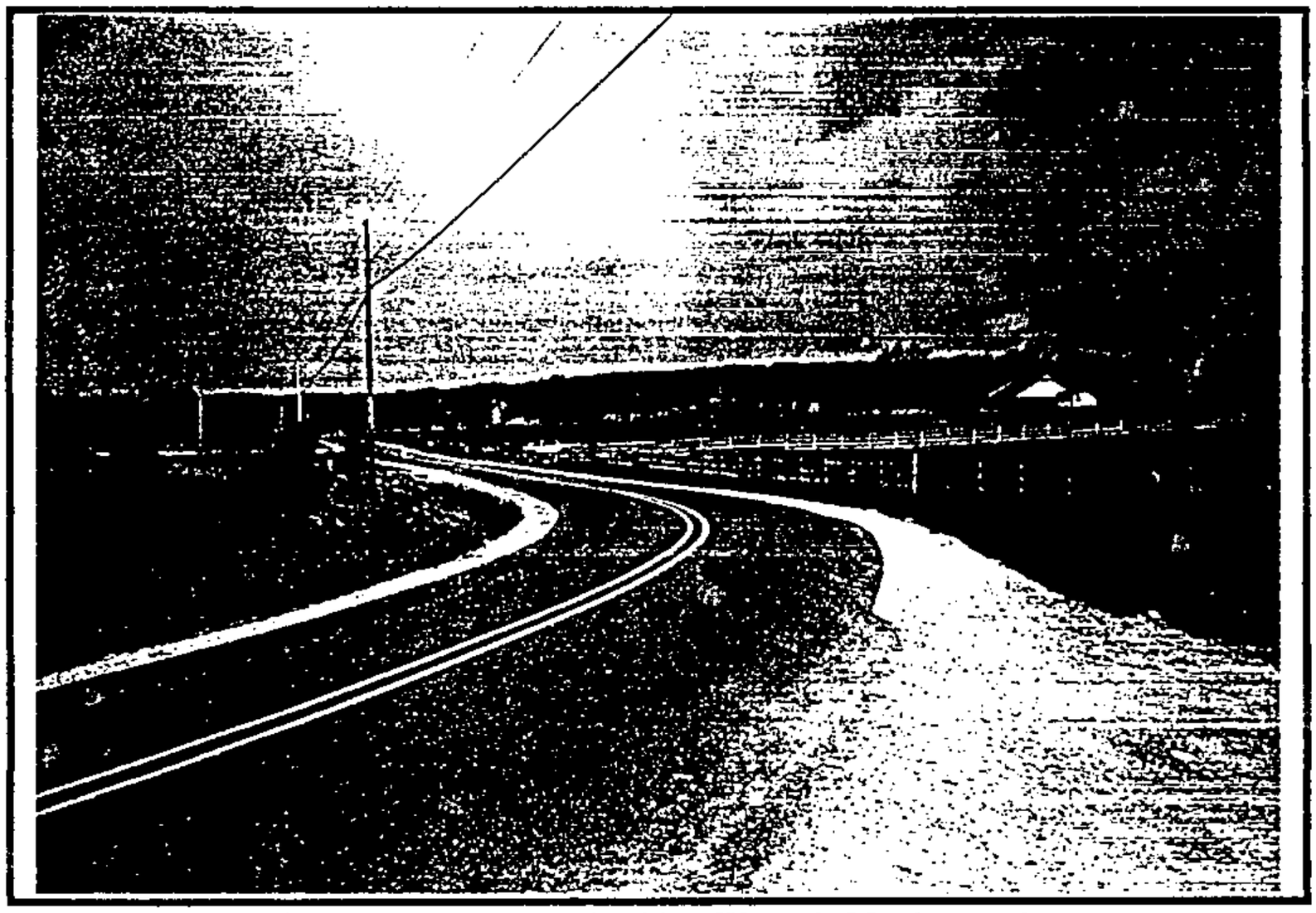
The assumption is made that if the city purchased the entire potential roadway from Gulley Road, the landowner would have ingress/egress over the north 120' for access to/from the remaining property and that the remainder could still be developed for residential homesites.

SUBJECT PHOTOGRAPHS

Gulley Road Frontage – Looking Southerly

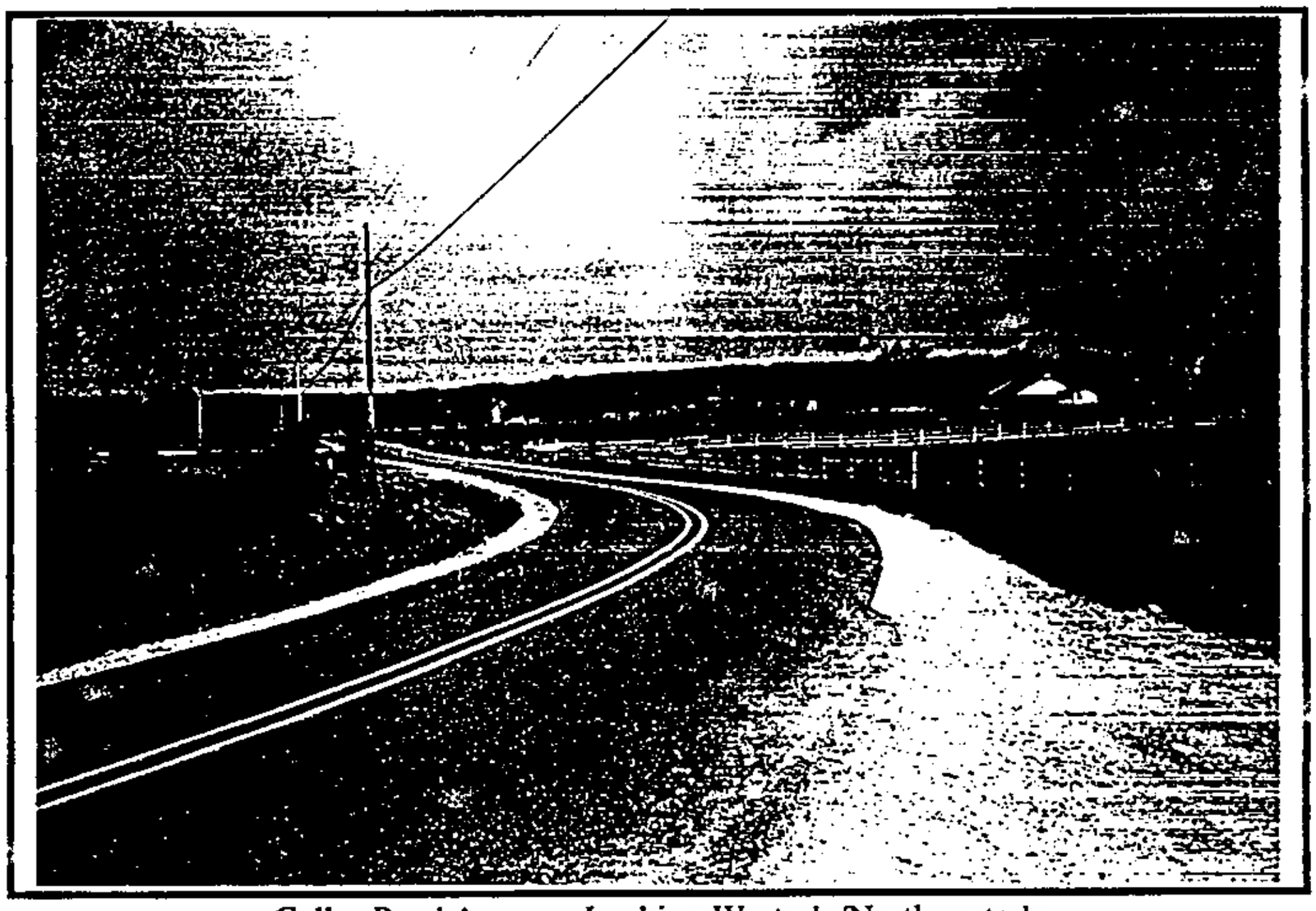


Gulley Road Frontage – Looking Northerly

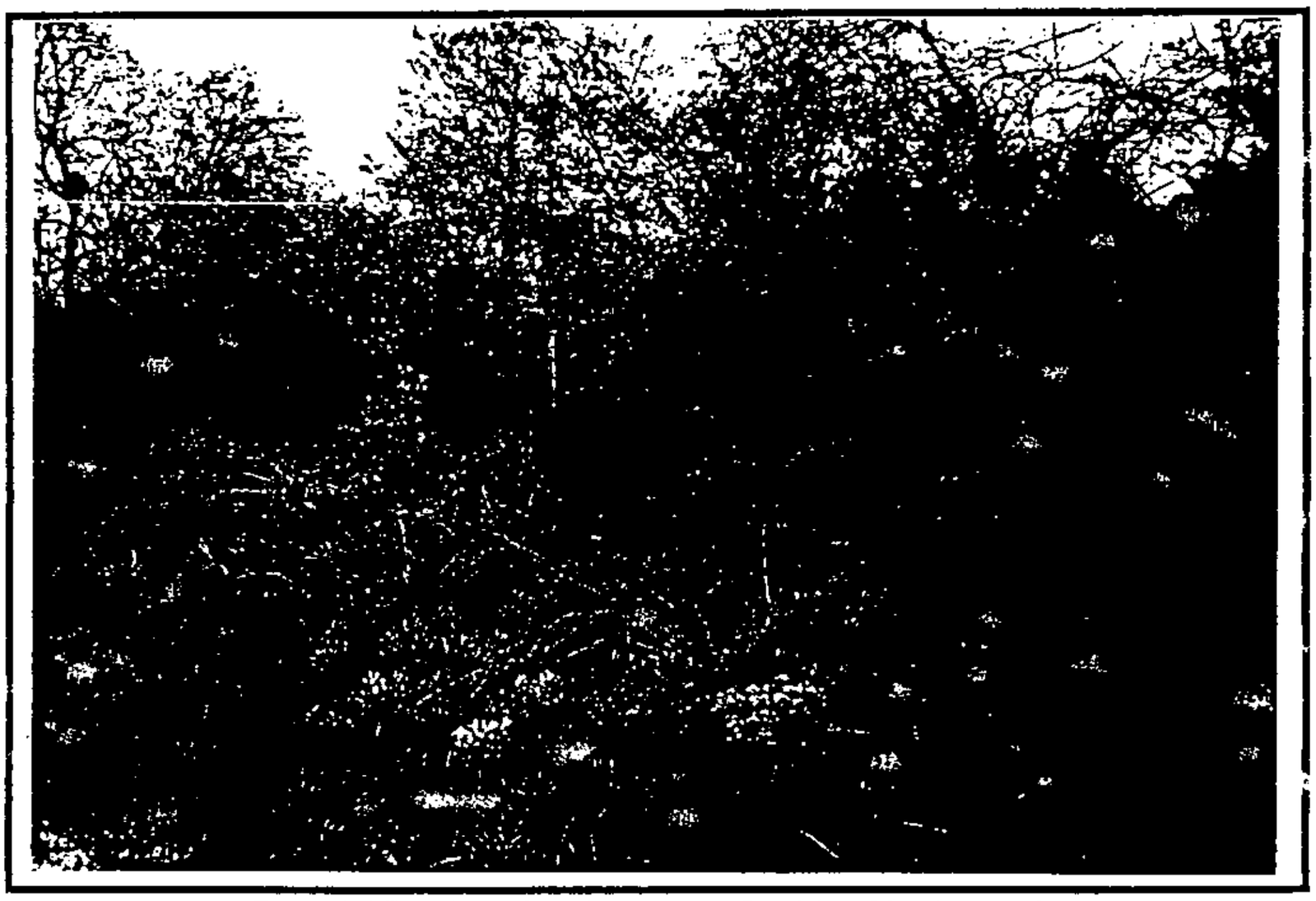


Gulley Road Access – Looking Westerly/Northwesterly

Potential Roadway Into Property – Looking Northeasterly



Gulley Road Access – Looking Westerly/Northwesterly



Potential Roadway Into Property – Looking Northeasterly

Subject Photographs, cont'd.

Potential Roadway Into Property – Looking Easterly/Northeasterly

Proposed Acquisition Area – Looking Northeasterly

Proposed Acquisition Area – Looking Easterly

East Potential Residual – Looking Southerly/Southwesterly

Proposed Acquisition Area – Looking Easterly

East Potential Residual – Looking Southerly/Southwesterly

Subject Photographs, cont'd.

Proposed Acquisition Area – Looking Southerly/Southeasterly

Northeast Part of Property – Looking Northeasterly

Central Part Of Property – Looking Southerly

Central Part Of Property – Looking Easterly

Subject Photographs, cont'd.

Central Part Of Property – Looking Southerly

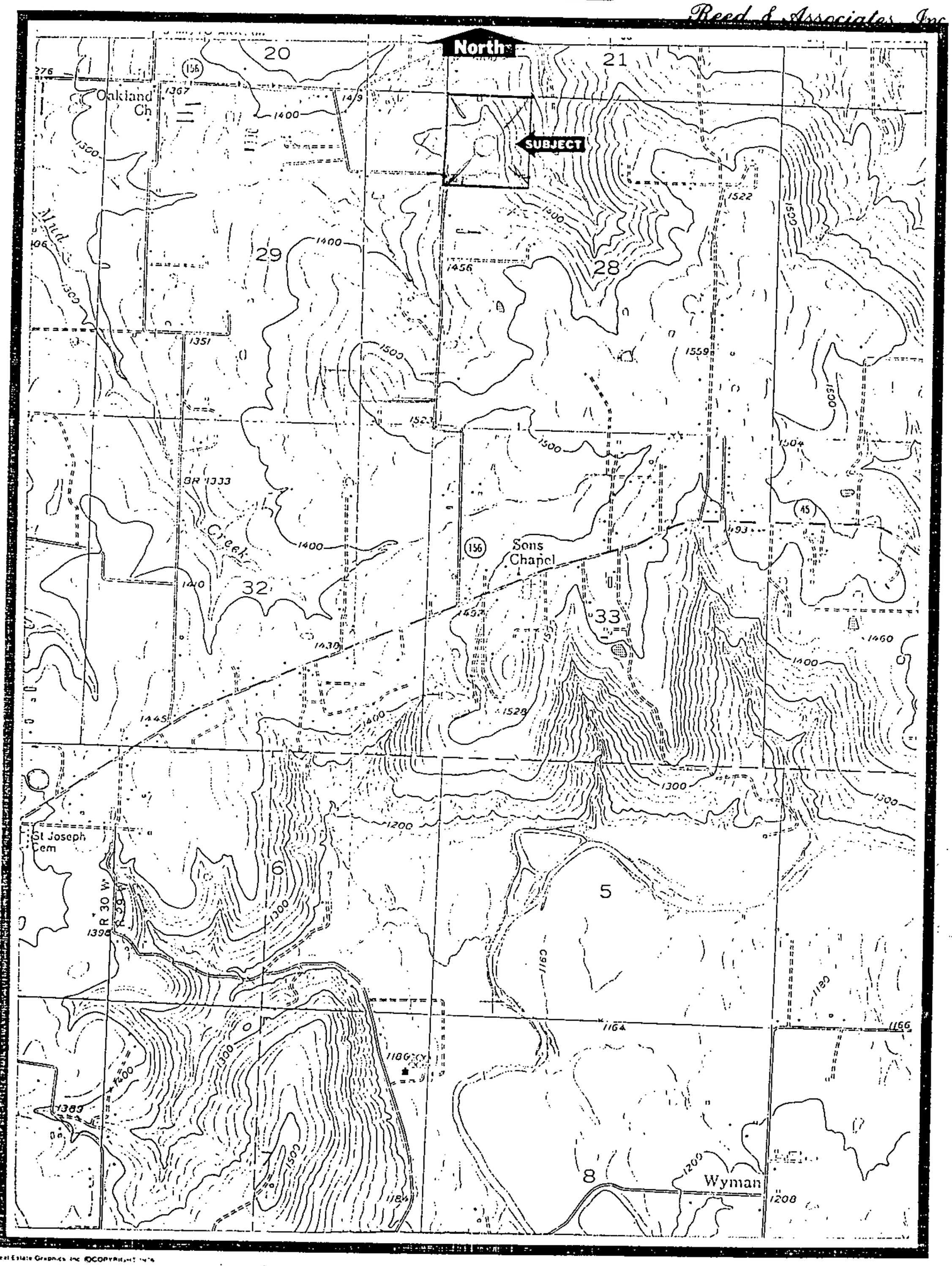
Central Part Of Property – Looking Easterly

Subject Photographs, cont'd.

East Part Of Property – Looking Easterly

Location Map

Reed & Associates Inc

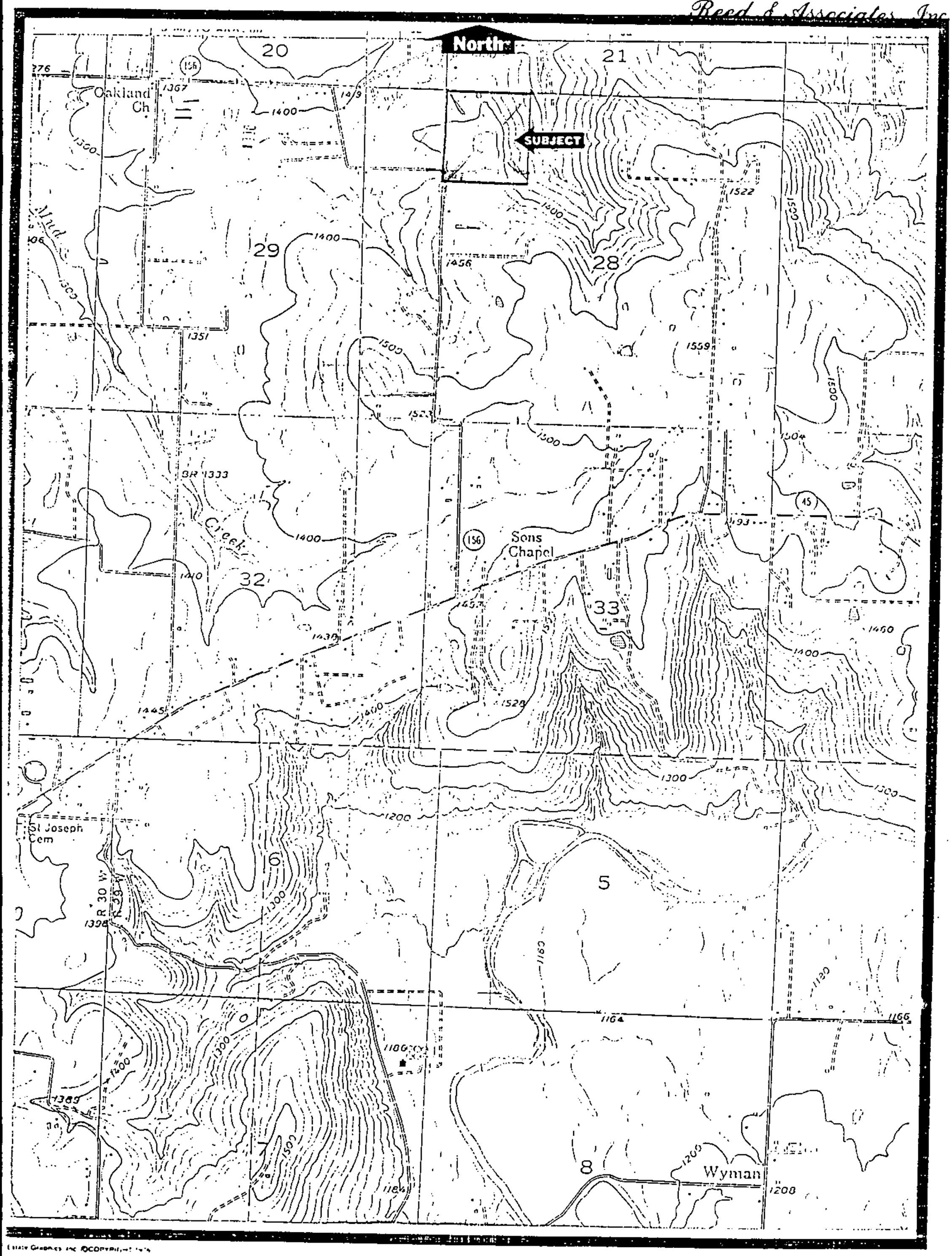


Real Estate Graphics Inc ©COPYRIGHT

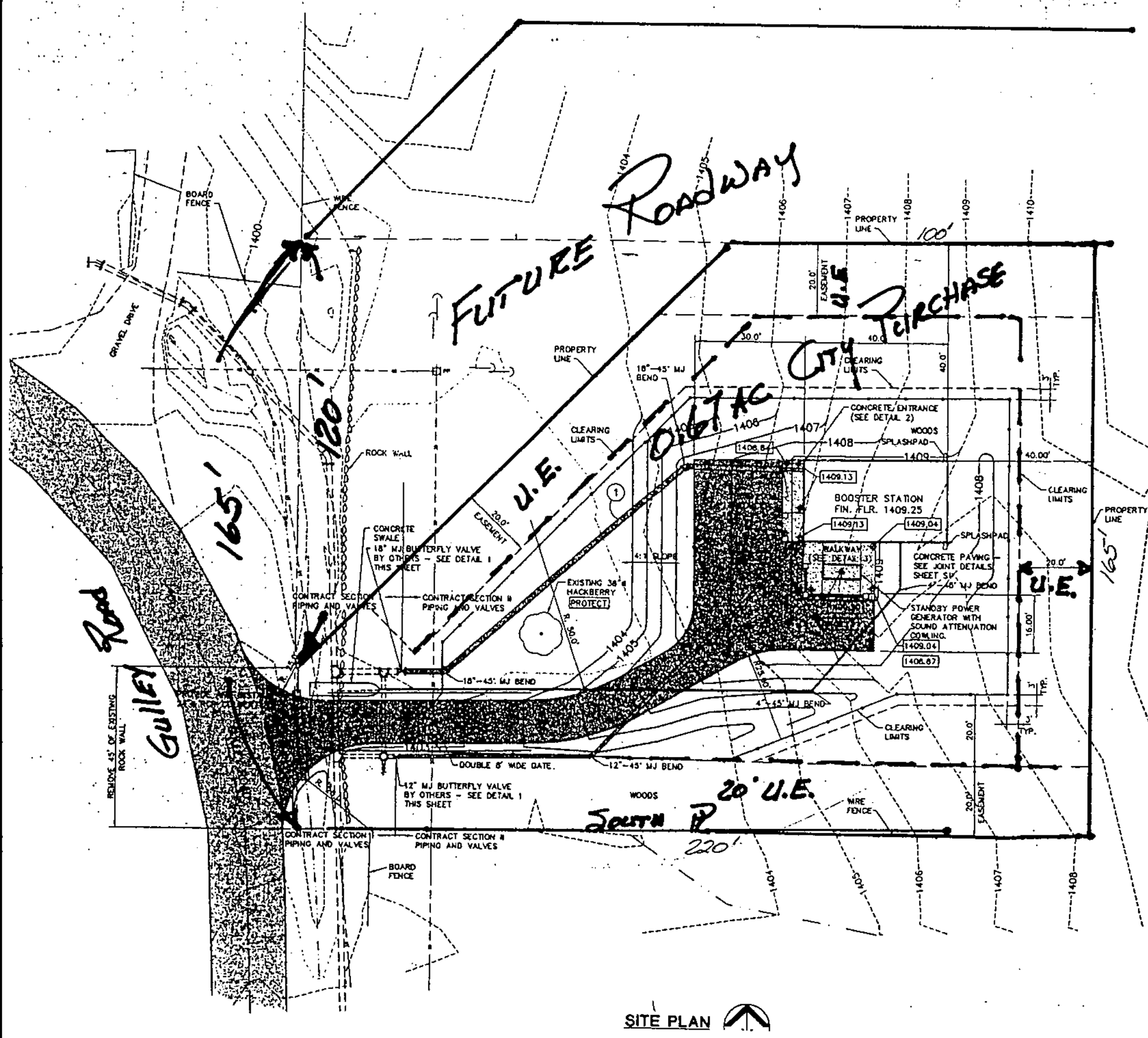
Ruth Morris - Prairie Grove

Location Map

Reed & Associates, Inc.



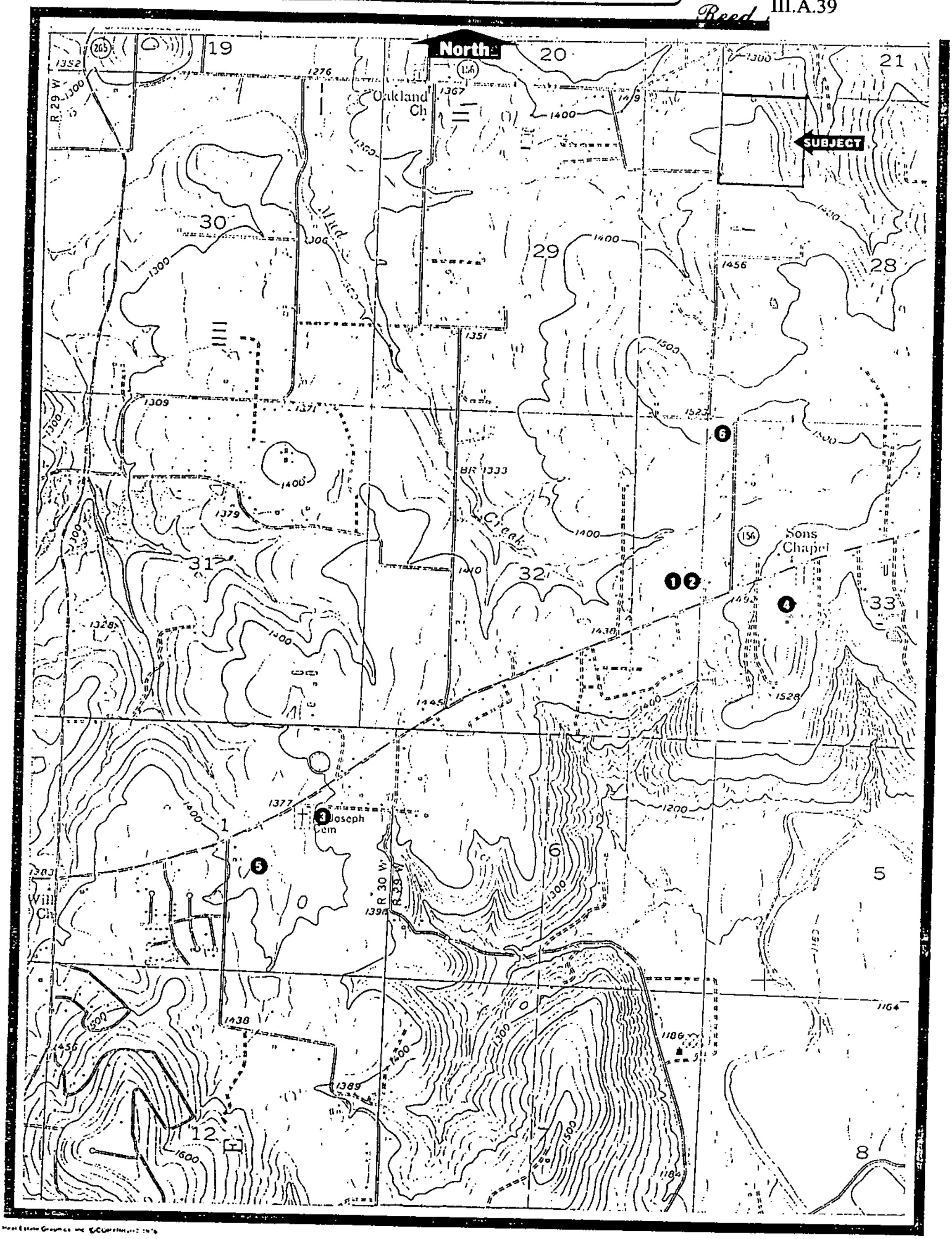
Ruth Morris - Prairie Grove
45 acres 145' of road frontage


Roadway
FUTURE
PURCHASE
CITY
0.67 AC
U.E.
20' U.E.
SOUTH R
220'
Road
Gullet
165'
120'
BOARD FENCE
WIRE FENCE
GRAVEL DRIVE
PROPERTY LINE
100'
20.0' EASEMENT
30.0'
40.0'
CLEARING LIMITS
18"-45° MJ BEND
CONCRETE ENTRANCE (SEE DETAIL 2)
WOODS
SPLASHPAD
ROCK WALL
BOOSTER STATION
FIN. FLR. 1409.25
1409.13
1409.04
1406.67
WALKWAY (SEE DETAIL 3)
CONCRETE PAVING SEE JOINT DETAILS SHEET S1
STANDBY POWER GENERATOR WITH SOUND ATTENUATION COWLING
CONCRETE SWALE
18" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
CONTRACT SECTION I PIPING AND VALVES
CONTRACT SECTION II PIPING AND VALVES
EXISTING 38" HACKBERRY PROTECT
4:1 SLOPE
R. 50.0'
4"-45° MJ BEND
DOUBLE 8' WIDE GATE.
12"-45° MJ BEND
12" MJ BUTTERFLY VALVE BY OTHERS - SEE DETAIL 1 THIS SHEET
REMOVE 45' OF EXISTING ROCK WALL
16.00'
3' TYP.
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410

SITE PLAN

Comparable Land Sales

Water Booster Station
III.A.39



CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Tom Reed, have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Tom Reed, have completed the requirements of the continuing education program of the Appraisal Institute.

Respectfully submitted,

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
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Respectfully submitted,

Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0217
TOM REED

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers' file. The information contained in this report is specific to the needs to the client and for the intended in this report. The appraisers are not responsible for unauthorized use of this report.

2. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and merchantable unless otherwise stated.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

4. Responsible ownership and competent property management are assumed.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

12. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

This appraisal report has been made with the following general limiting conditions.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

12. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

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QUALIFICATIONS OF TOM REED

EDUCATIONAL BACKGROUND AND TRAINING

B.S.B.A. in Finance/Real Estate-University of Arkansas, 5-73
Masters in Business Administration-University of Arkansas - 5-78
The following courses and/or exams given by The American Institute of Real Estate Appraisers and the Appraisal Institute have been successfully completed:
Exam 8 (Residential Valuation) - 1976
Exam 1A (Real Estate Appraisal Principles and Basic Valuation Procedures) - 1977
Exam 2-3 (Standards of Professional Practice) - 1982 & 1991
Exams 1B-A & 1B-B (Capitalization Theory & Techniques) - 1984
Exam 2-1 (Case Studies in Real Estate Valuation) - 1984
Course 2-2 (Valuation Analysis and Report Writing) - 1987
Exam 1A-1 (Real Estate Appraisal Principles) - 1988
Exam 1A-2 (Basic Valuation Procedures) - 1988
Additional appraisal courses successfully completed include: Farm Manager and Rural Appraisal Course sponsored by The American Society of Farm Managers and Rural Appraisers -1976

PROFESSIONAL EXPERIENCE

President of Reed & Associates, Inc. - Real Estate Appraisal Company located at 210 South Thompson, Suite 1, Springdale, Arkansas
Employed in the Real Estates Appraisal Profession since January, 1974 and with Reed & Associates since its inception in July, 1979
Irwin Company - Licensed Broker

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

Arkansas Real Estate Salesperson's License - 1972
Arkansas Real Estate Broker's License - 1979
National Association of Realtors
Arkansas Realtors Association - GRI
- District 3 Vice-President (1985)
- Board of Directors (1987-1989)

Board of Realtors
- Metro Area (Springdale President-1984)
- Rogers-Affiliate Membership

Ozark Mountain chapter of The Appraisal Institute (President - 1992)
Member of the Appraisal Institute - #M7987
State Certified General Appraiser - Arkansas - CG0217
State Certified General Appraiser - Missouri - RA002568

CLIENTELE

FAA Dept. of Transportation-Southwest Region - Ft. Worth, Texas
National Park Service - Harrison, Arkansas
Federal Housing Administration - Little Rock, Arkansas

Farmers Home Administration - Little Rock, Arkansas
Federal Deposit Insurance Corporation
Resolution Trust Corporation
Veteran's Administration - Little Rock, Arkansas
Corps of Engineers - Little Rock, Arkansas & Vicksburg, Mississippi Districts
Cities of: Pea Ridge, Springdale, Fayetteville, Harrison, Bentonville, Mountain Home, Gravette, Rogers, Searcy, Mena, Etc.
First National Bank - Springdale, Arkansas
NationsBank - Springdale, Fayetteville and Rogers, Arkansas; Springfield, Missouri
Springdale Bank & Trust - Springdale, Arkansas
United Bank - Springdale, Arkansas
First National Bank - Rogers, Arkansas
McIlroy Bank - Fayetteville, Arkansas
Simmons First National Bank - Springdale, Arkansas
First Financial Bank - Springdale, Arkansas
Bank of Bentonville - Bentonville, Arkansas
Citizens Bank of Northwest Arkansas - Fayetteville, Arkansas
Bank of Eureka Springs - Eureka Springs, Arkansas
Other Banks - States of Arkansas, Missouri & Oklahoma
Mortgage Companies - Springdale, Fayetteville Rogers and Little Rock, Arkansas
Various Individuals, Attorneys, Water Authorities, Corporations, Etc.
Relocation Companies
Mass Appraisal for Property Tax Purposes: Baxter, Boone & Carroll Counties in Arkansas

COURT TESTIMONY

Circuit Court - Harrison, Fayetteville, Bentonville, Berryville, Eureka Springs, Mt. Home, Fort Smith, Mena and Searcy, Arkansas
Federal Court - Harrison, Fayetteville, & Fort Smith, Arkansas
Chancery Court - Harrison & Fayetteville, Arkansas

APPRAISAL SEMINARS - 1996

How-to's of Marketing Strategy With USPAP Considerations & State Of The Industry Address - Appraisal Institute - Ozark Mountain Chapter - Springfield, Missouri - March, 1996
Third Annual Arkansas Appraiser Licensing And Certification Board Continuing Education Seminar - Arkansas Appraiser Licensing & Certification Board - Little Rock, Arkansas - April, 1996
Standards Of Professional Practice, Part A (USPAP) - Appraisal Institute - Tulsa, Oklahoma - September, 1996
Standards Of Professional Practice, Part B - Appraisal Institute - Tulsa, Oklahoma - September, 1996

APPRAISAL SEMINARS - 1997

FHA 203 (k) - Arkansas Chapter Appraisal Institute, Little Rock, Arkansas - April, 1997
The High-Tech Appraisal Office - Arkansas Chapter Of The Appraisal Institute - April, 1997

Farmers Home Administration - Little Rock, Arkansas
Federal Deposit Insurance Corporation
Resolution Trust Corporation
Veteran's Administration - Little Rock, Arkansas
Corps of Engineers - Little Rock, Arkansas & Vicksburg, Mississippi Districts
Cities of: Pea Ridge, Springdale, Fayetteville, Harrison, Bentonville, Mountain Home, Gravette, Rogers, Searcy, Mena, Etc.
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NationsBank - Springdale, Fayetteville and Rogers, Arkansas; Springfield, Missouri
Springdale Bank & Trust - Springdale, Arkansas
United Bank - Springdale, Arkansas
First National Bank - Rogers, Arkansas
McIlroy Bank - Fayetteville, Arkansas
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Standards Of Professional Practice, Part A (USPAP) - Appraisal Institute - Tulsa, Oklahoma - September, 1996
Standards Of Professional Practice, Part B - Appraisal Institute - Tulsa, Oklahoma - September, 1996

APPRAISAL SEMINARS - 1997

FHA 203 (k) - Arkansas Chapter Appraisal Institute, Little Rock, Arkansas - April, 1997
The High-Tech Appraisal Office - Arkansas Chapter Of The Appraisal Institute - April, 1997

Qualifications, cont'd.

REFERENCES

Jack Erisman, Executive Vice President, First National Bank of Springdale, Arkansas - 750-5500
Buddy Philpot, President & CEO, Springdale Bank & Trust, Springdale, Arkansas - 756-7000
Don Gibson, Executive Vice President Retail, NationsBank, Springdale, Arkansas - 872-4000

BOOK 600 PAGE 65

WARRANTY DEED

ith relinquishment of dower and homestead

MEN BY THESE PRESENTS:

Harold Millsap
E. Millsap, his wife

FILED FOR RECORD
1963 SEP -3 PM 3:07
WASHINGTON COUNTY, ARK.
Do not write in this space

onsideration of the sum of $1.00 and other good
able consideration
n hand paid by Ruth Alena Morris, a
erson,

ant, bargain and sell unto the said Ruth Alena
er

igns, the following described land, situate in
Washington County, State of Arkansas, to-wit:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 28 in Township 17 North of Range 29 West.

AND TO HOLD the said lands and appurtennnces thereunto belonging unto the said Ruth
is, her
ns, forever. And we , the said Harold Millsap and Velma E. Millsap, his

nt that we are lawfully seized of said land and premises; that the same is unincumbered, and we
arrant and defend the title to the said lands against all legal claims whatever.
~~said---------- wife of~~
~~on of said sum of money, do hereby release and relinquish unto the said~~
~~right, title and dower and convey my homestead in and to said lands.~~
our hands and seals on this 10th day of May 1963.

Harold Millsap [Seal]

...rter of Section 28 in Township 17 North of Range 29
...est.

) TO HOLD the said lands and appurtennnces thereunto belonging unto the said Ruth
, her
forever. And we , the said Harold Millsap and Velma E. Millsap, his

...t we are lawfully seized of said land and premises; that the same is unincumbered, and w...
...nt and defend the title to the said lands against all legal claims whatever.
----------~~wife of~~

~~said sum of money, do hereby release and relinquish unto the said~~--

~~ht, title and dower and convey my homestead in and to said lands.~~--
our hands and seals on this 10th day of May 1963

Harold Millsap [Seal]
Velma E. Millsap [Seal]
[Seal]

ACKNOWLEDGMENT

...SAS
...GTON } ss.

...RED, That on this day came before the undersigned, a Notary Public
within and for the County aforesaid, duly commissioned and act-
...llsap and Velma E. Millsap, his wife,
...the Grantors in the foregoing Deed, and stated that they
...me for the consideration and purposes therein mentioned and set forth.
...d and seal as such Notary Public this 10th day of
May 1963 ..
...res

Judith Ailes Mail
Notary Public

prepared by Lewis D. Jones, Attorney at Law, Fayetteville, Arkansas.

...rter of Section 28 in Township 17 North of Range 2...
...est.

) TO HOLD the said lands and appurtenances thereunto belonging unto the said Ruth
her
forever. And we , the said Harold Millsap and Velma E. Millsap, his

...t we are lawfully seized of said land and premises; that the same is unincumbered, and w...
...nt and defend the title to the said lands against all legal claims whatever.
~~wife of~~

~~said sum of money, do hereby release and relinquish unto the said~~

~~ht, title and dower and convey my homestead in and to said lands.~~
our hands and seals on this 10th day of May 1963

Harold Millsap [Seal]
Velma E. Millsap [Seal]
[Seal]

ACKNOWLEDGMENT

...SAS
...GTON } ss.

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within and for the County aforesaid, duly commissioned and act-
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the Grantors in the foregoing Deed, and stated that they
...me for the consideration and purposes therein mentioned and set forth.
...d and seal as such Notary Public this 10th day o...
May 1963 ..
...res

Judith Ann Mark
Notary Public

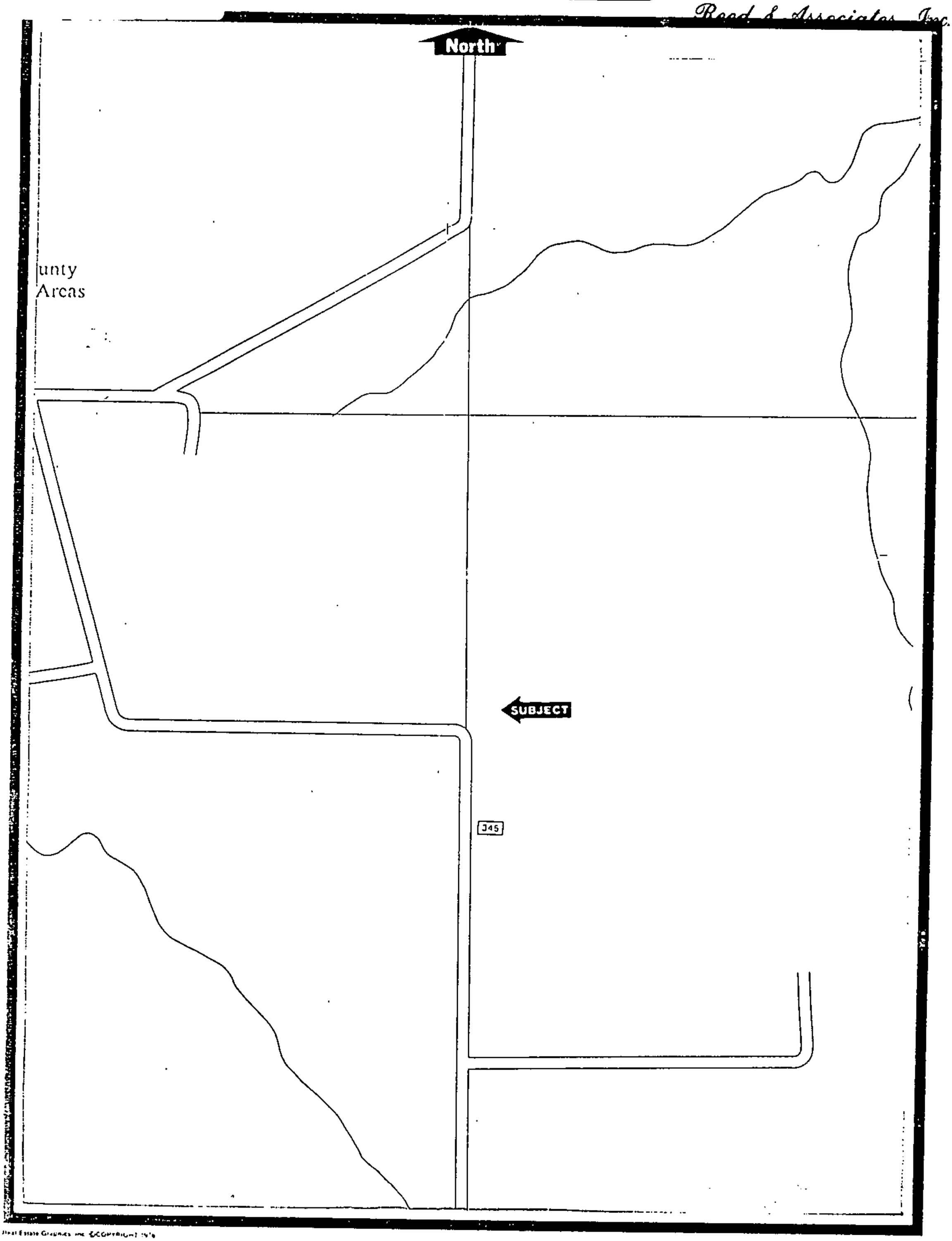
prepared by Lewis D. Jones, Attorney at Law, Fayetteville, Arkansas.

Water Booster Station
III.A.50

Flood Zone Map

#05143C0101 C 9/18/91

Read & Associates, Inc.



Real Estate Graphics, Inc. ©Copyright 19'9

Ownership Record and Description

Name : MORRIS, RUTH ALENA
951 BOWEN
PEA RIDGE AR 72751

Type : AV Agri.Vac

Addition: T17 R29
Lot :
Block:
Neigh.: 90270
School : 010 FAYETTEVILLE SCHOOLS
City : RURAL
S-T-R : 28-17-29
Acres: 20.000
Timber: 20
Location:
Old Prcl: 107108-000-00
Map:
Legal : E/2 NW NW 20.00AC

Appraisal Summary

Year	1990	1996	1997	20%
Land	1,500	1,500	1,350	270
Bldgs				
Total	1,500	1,500	1,350	270

Trend	Street	Utilities	Topography	Landscaping
Improving	Concrete	No Water	High	Excellent
Static	Asphalt	No Sewer	Low	Good
Declining	ChatSeal	No Gas	Rough	Average
New	Gravel	No Elec	Flat	Poor
Old	Dirt	No Telep	Sloping	None

Building Permit Record

Date	Amount	Purpose

Ownership Record

Date	Book	Page	Amount	Remarks
1/01/1985	600	65		

Review Record

Date	By	Reason
7/15/1997	PRS	RV Reval.
1/01/1990		

Assessment Record

Date	7/15/1997
Land	270
Bldgs	
Total	270
Date	1/01/1990
Land	300
Bldgs	
Total	300
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	

Land Record and Computation of Value

Use	Loc.	S#	Acres	Code	Price	Total	Use	Loc.	S#	Acres	Code	Price	Total
Timber	NW		3.000	09	75.00	225	Timber	NW		17.000	17	65.00	1,105
Total			20.000			1,350							

Name : MORRIS, RUTH ALENA
951 BOWEN
PEA RIDGE AR 72751

Type : AV Agri.Vac

Addition: T17 R29
Lot :
Block:
Neigh.: 90270
School : 010 FAYETTEVILLE SCHOOLS
City : RURAL
S-T-R : 28-17-29
Acres: 20.000
Timber: 20
Location:
Old Prcl: 107108-000-00
Map:
Legal : E/2 NW NW 20.00AC

Year	1990	1996	1997	20%
Land	1,500	1,500	1,350	270
Bldgs				
Total	1,500	1,500	1,350	270

Trend	Street	Utilities	Topography	Landscaping
Improving	Concrete	No Water	High	Excellent
Static	Asphalt	No Sewer	Low	Good
Declining	ChatSeal	No Gas	Rough	Average
New	Gravel	No Elec	Flat	Poor
Old	Dirt	No Telep	Sloping	None

Building Permit Record

Date	Amount	Purpose

Ownership Record

Date	Book	Page	Amount	Remarks
1/01/1985	600	65		

Review Record

Date	By	Reason
7/15/1997	PRS	RV Reval.
1/01/1990		

Assessment Record

Date	7/15/1997
Land	270
Bldgs	
Total	270
Date	1/01/1990
Land	300
Bldgs	
Total	300
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
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Bldgs	
Total	
Date	
Land	
Bldgs	
Total	

Land Record and Computation of Value

Use	Loc.	S#	Acres	Code	Price	Total	Use	Loc.	S#	Acres	Code	Price	Total
Timber	NW		3.000	09	75.00	225	Timber	NW		17.000	17	65.00	1,105
Total			20.000			1,350							

Arkansas CAMA Technology, Inc., Little Roc

Water Booster Station
III.A.51

Parcel No. 001-15483-000

Washington County Residential Real Estate Record Card

Card: 01 of

Water Booster Station
III.A.52

Ownership Record and Description

Name : MORRIS, RUTH
951 BOWEN
PEA RIDGE AR 72751

Type : AV Agri.Vac

Addition: T17 R29
Lot :
Block:
Neigh.: 90270
School : 010 FAYETTEVILLE SCHOOLS
City : RURAL
S-T-R : 28-17-29
Acres: 25.000
Timber: 25
Location:
Old Prcl: 107109-000-00
Map:
Legal : W/2 NW NW 20.00AC PT SW NW 5.00AC

Trend	Street	Utilities	Topography	Landscaping
Improving	Concrete	No Water	High	Excellent
Static	Asphalt	No Sewer	Low	Good
Declining	ChatSeal	No Gas	Rough	Average
New	Gravel	No Elec	Flat	Poor
Old	Dirt	No Telep	Sloping	None

Building Permit Record

Date	Amount	Purpose

Ownership Record

Date	Book	Page	Amount	Remarks
1/01/1985				

Appraisal Summary

Year	1990	1996	1997	20%
Land	2,450	2,450	1,800	36
Bldgs				
Total	2,450	2,450	1,800	36

Review Record

Date	By	Reason
7/15/1997	PRS	RV Reval.
1/01/1990		

Assessment Reco.

Date	7/15/1997
Land	360
Bldgs	
Total	360
Date	1/01/1990
Land	490
Bldgs	
Total	490
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
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Bldgs	
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Total	
Date	
Land	
Bldgs	
Total	
Date	
Land	
Bldgs	
Total	

Land Record and Computation of Value

Use	Loc.	S#	Acres	Code	Price	Total	Use	Loc.	S#	Acres	Code	Price	Total
Timber	NW		17.000	09	75.00	1,275	Timber	NW		4.000	15	65.00	260
Timber	NW		4.000	17	65.00	260							
Total			25.000			1,800							

Land Sale No. One

Grantor:	Mike G. and Brenda J. Price
Grantee:	Neal A. Carter
Address:	Just off Highway 45 East, Fayetteville, Arkansas
Legal Description:	Part of the SE¼ of the NE¼ and Part of the NE¼ of the SE¼ of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	11/12/96
Instrument:	Warranty Deed
Recorded:	Book 96 at Page 71080
County:	Washington
Sales Price:	$87,500
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$16,144 per acre
Dimensions:	Irregular shape
Size:	5.42 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750' north of Highway 45; Purchased for construction of a "country estate" type home.

Land Sale No. One

Grantor:	Mike G. and Brenda J. Price
Grantee:	Neal A. Carter
Address:	Just off Highway 45 East, Fayetteville, Arkansas
Legal Description:	Part of the SE¼ of the NE¼ and Part of the NE¼ of the SE¼ of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	11/12/96
Instrument:	Warranty Deed
Recorded:	Book 96 at Page 71080
County:	Washington
Sales Price:	$87,500
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$16,144 per acre
Dimensions:	Irregular shape
Size:	5.42 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750' north of Highway 45; Purchased for construction of a "country estate" type home.

Land Sale No. Two

Grantor:	Mike G. and Brenda J. Price
Grantee:	Mel Blackwood
Address:	Just off Highway 45 East, 2810 Hidden Springs Drive, Fayetteville, Arkansas
Legal Description:	Part of the SE¼ of the NE¼ and Part of the NE¼ of the SE¼ of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas. Also known as Part of Tract 6, Heather Heights.
Date Of Sale:	02/16/96
Instrument:	Warranty Deed
Recorded:	Book 96 at Page 9513
County:	Washington
Sales Price:	$87,500
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$17,396 per acre
Dimensions:	Irregular shape
Size:	5.03 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750' north of Highway 45; Purchased for construction of a "country estate" type home.

Land Sale No. Three

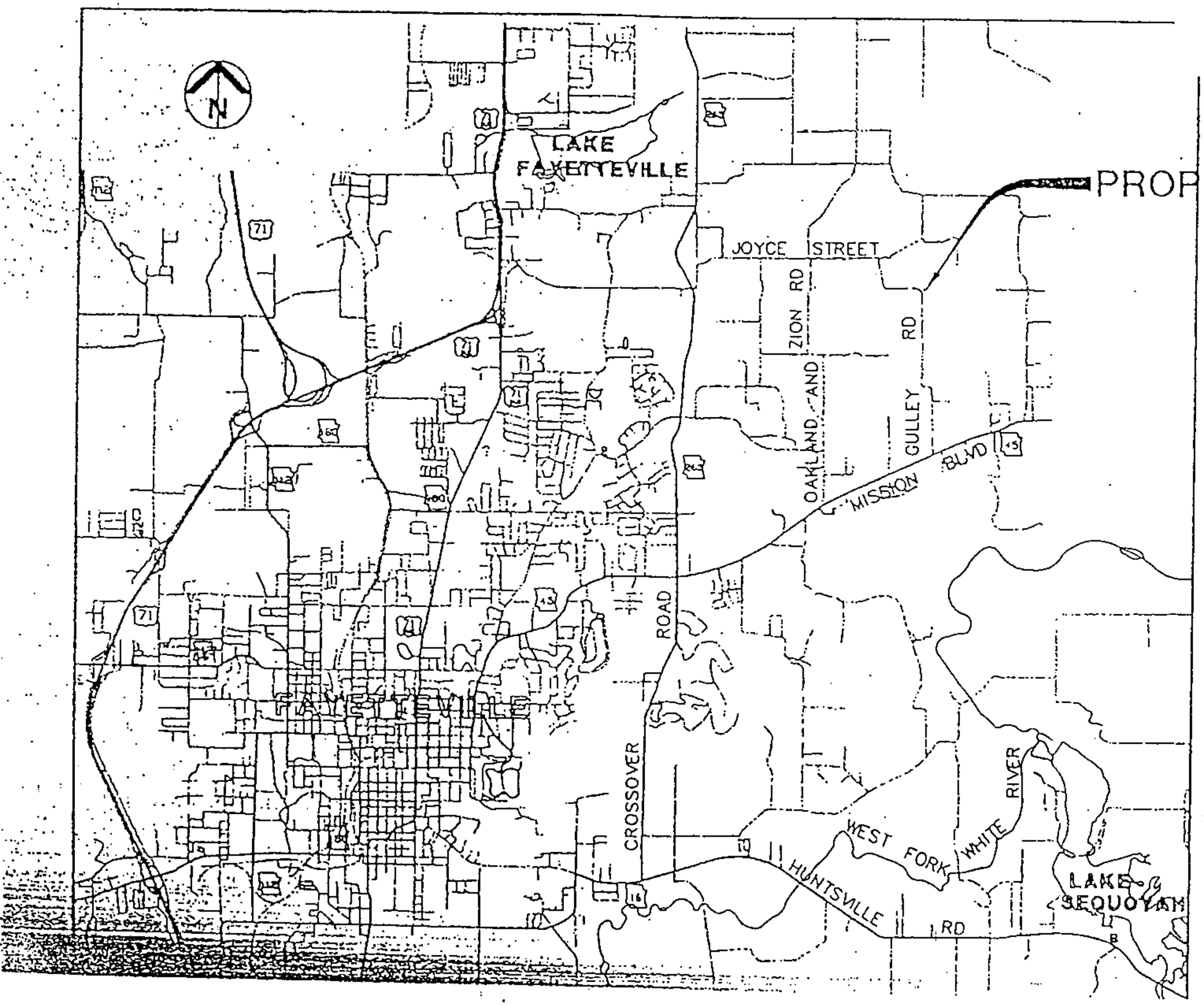
Grantor:	Niblock and Partners, a General Partnership
Grantee:	Ben and Lois Caston St. and Ben and Li Caston Jr.
Address:	Fox Hunter Road, Fayetteville, Arkansas 72701
Legal Description:	Part of the East Half of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	01/14/1994
Instrument:	Warranty Deed
Recorded:	Book 94 at Page 4191
County:	Washington
Sales Price:	$936,000.00
Verified By:	Ben Caston, Jr.
Terms:	Cash to sellers
Indicated Price:	$12,124 per acre
Dimensions:	Irregular in shape
Size:	77.29 acres
Zoning:	R-1
Utilities:	Electricity, water, sewer, gas
Topography:	Gently sloping to moderately rolling
Visibility:	Average
Access:	From Fox Hunter Road
Corner Influence:	No
Comments:	Currently platted and being developed as Barrington Parke, Phase I and Phase II

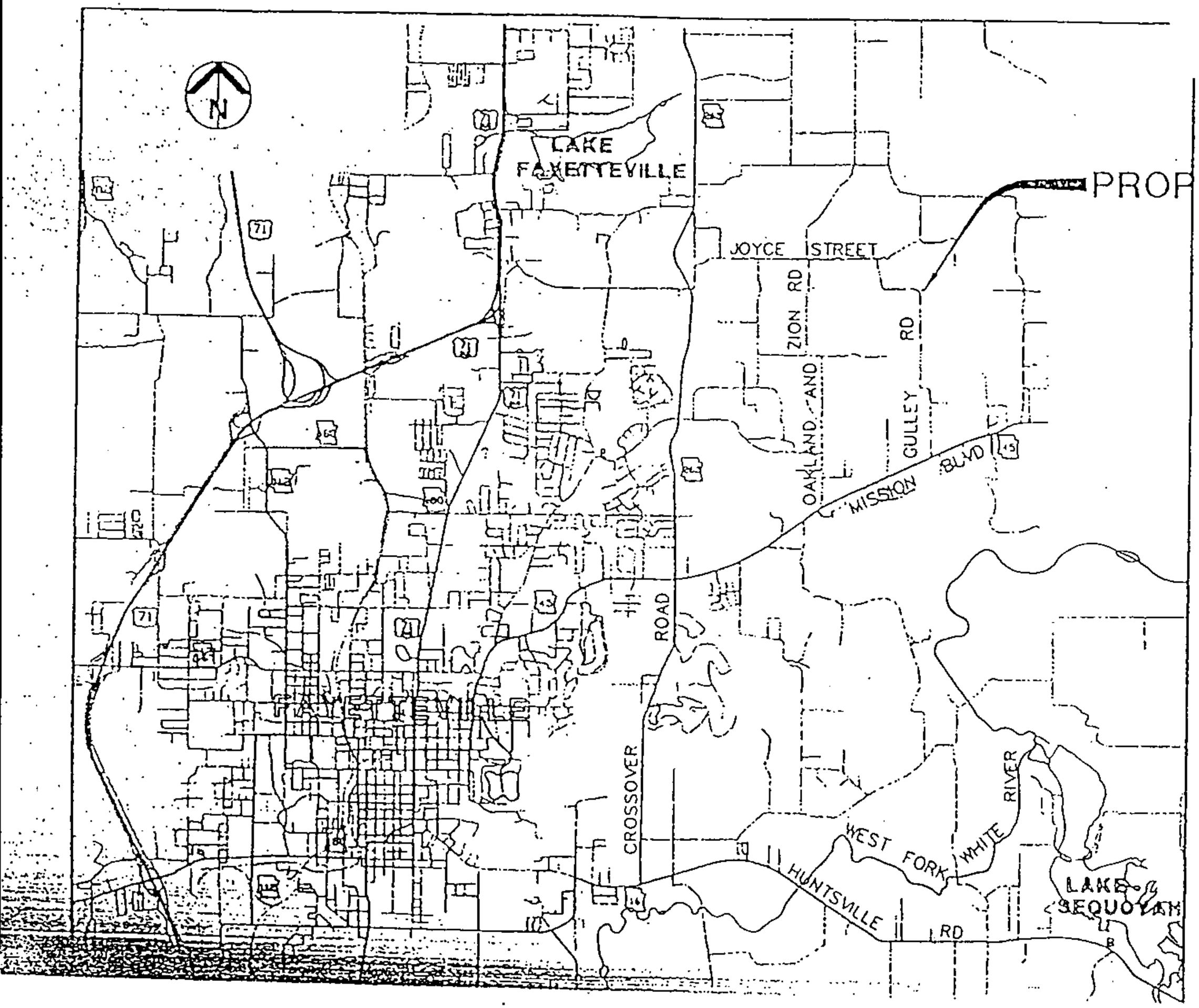
Land Sale No. Three

Grantor:	Niblock and Partners, a General Partnership
Grantee:	Ben and Lois Caston St. and Ben and Li Caston Jr.
Address:	Fox Hunter Road, Fayetteville, Arkansas 72701
Legal Description:	Part of the East Half of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	01/14/1994
Instrument:	Warranty Deed
Recorded:	Book 94 at Page 4191
County:	Washington
Sales Price:	$936,000.00
Verified By:	Ben Caston, Jr.
Terms:	Cash to sellers
Indicated Price:	$12,124 per acre
Dimensions:	Irregular in shape
Size:	77.29 acres
Zoning:	R-1
Utilities:	Electricity, water, sewer, gas
Topography:	Gently sloping to moderately rolling
Visibility:	Average
Access:	From Fox Hunter Road
Corner Influence:	No
Comments:	Currently platted and being developed as Barrington Parke, Phase I and Phase II

Land Sale No. Six

Grantor:	Tuckaway, Inc.
Grantee:	James L. & Betty M. Gaddy
Address:	West side of Gulley Road, Fayetteville, Arkansas
Legal Description:	Part of the NE¼ of the NE¼ of Section 32 and Part of the NW¼ of the NW¼ of Section 33; All in Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	October 23, 1997
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 073649
County:	Washington
Sales Price:	$301,000
Verified By:	Public Records
Terms:	Believed to be cash equivalent
Indicated Price:	$17,664 per acre
Dimensions:	Irregular shape
Size:	17.04± acres
Zoning:	None
Utilities:	Electricity, water, gas, telephone
Topography:	Gently rolling/sloping
Visibility:	Average
Access:	Along Gulley Road
Corner Influence:	Private drive and Gulley Road on north
Comments:	Situated on the west side of Gulley Road approximately ½± mile north of State Highway 45; Gulley Road makes turn to the west and also runs along a part of the north property boundary. This property is a potential residential homesite(s).


N
LAKE
FAYETTEVILLE
PROPOSED BOOSTER STATION
JOYCE STREET
ZION RD
OAKLAND
GULLEY RD
MISSION BLVD
ROAD
CROSSOVER
WEST FORK WHITE RIVER
HUNTSVILLE RD
LAKE
SEQUOYAH
71
16


N
LAKE
FAYETTEVILLE
PROPOSED BOOSTER STATION
JOYCE STREET
ZION RD
OAKLAND AND GULLEY RD
MISSION BLVD
CROSSOVER ROAD
WEST FORK WHITE RIVER
HUNTSVILLE RD
LAKE SEQUOYAH

Land Sale No. Four

Grantor:	James and Sue Miller
Grantee:	Ron and Blake Childers
Address:	5351 Mission, Fayetteville, Arkansas
Legal Description:	Part of the NE¼ of the SW¼ of Section 33, Township 17 North, Range 29 West, Washington County, Arkansas.
Date Of Sale:	05/07/97
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 29665
County:	Washington
Sales Price:	$133,000
Verified By:	David Mix of Dykes, Bassett & Mix
Terms:	Cash to seller
Indicated Price:	$16,646 per acre
Dimensions:	Irregular shape
Size:	7.99 acres
Zoning:	None
Utilities:	Electricity, water, phone and gas
Topography:	Average
Visibility:	Good
Access:	Private drive off 45
Corner Influence:	No
Comments:	Situated south of State 45; Residential Homesite

Land Sale No. Five

Grantor:	Ernest and Carol Stanberry
Grantee:	Roman Catholic Diocese of Little Rock
Address:	Starr Road, Fayetteville, Arkansas
Legal Description:	Part of the SW¼ of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	05/13/97
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 30908
County:	Washington
Sales Price:	$415,000
Verified By:	Judy Bullington
Terms:	Cash to seller
Indicated Price:	$22,445 per acre
Dimensions:	Irregular shape
Size:	18.49 acres
Zoning:	Unzoned
Utilities:	Electricity, water, sewer, gas
Topography:	Gently undulating to mildly sloping
Visibility:	Average
Access:	Along Starr Road (also from Barrington Place S/D)
Corner Influence:	No

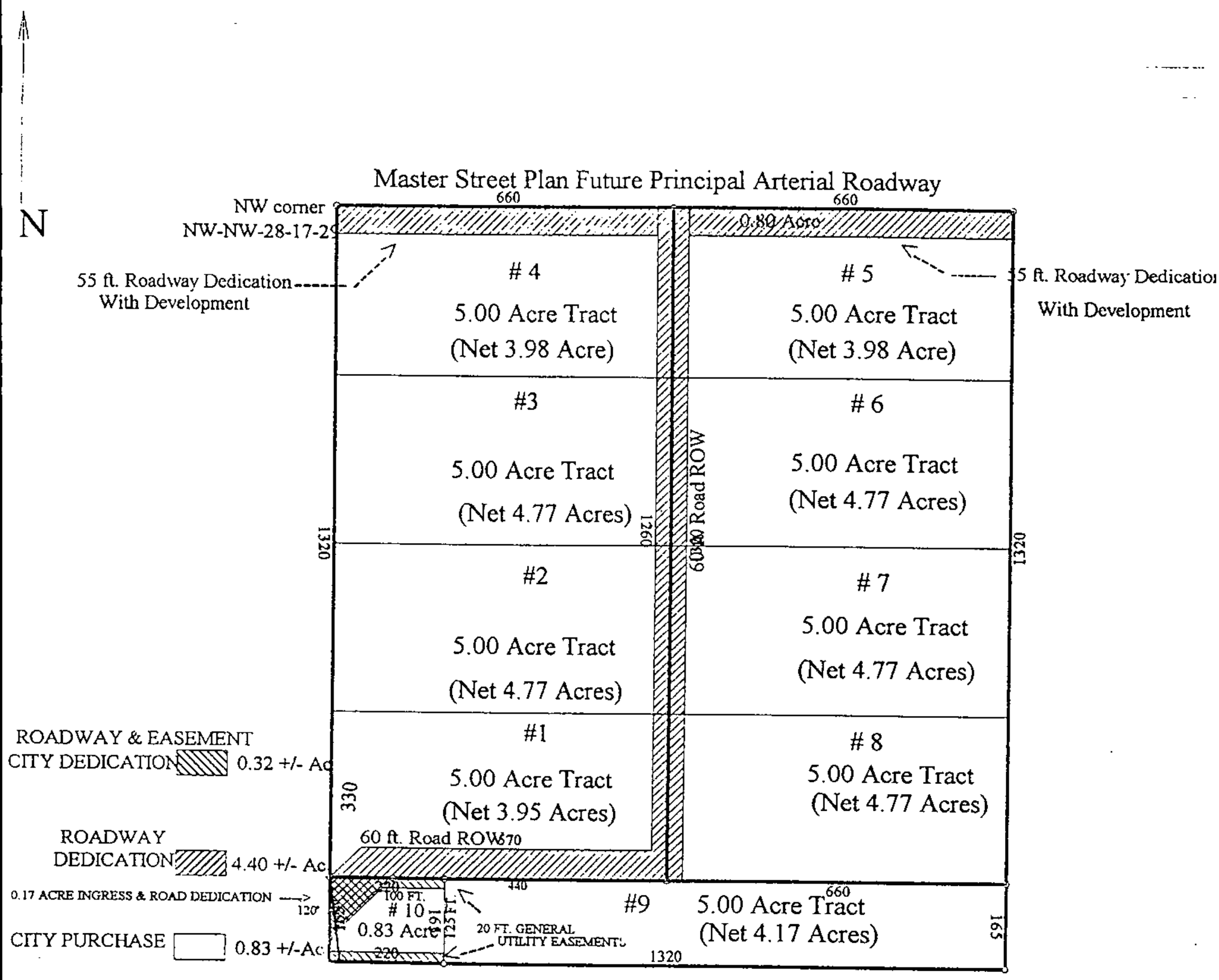
Comments: Purchased for future church expansion plans. This price appears to be over the market for this type of land. Sewer line easement included in the price. However, the city will require annexation in order to connect.

Land Sale No. Five

Grantor:	Ernest and Carol Stanberry
Grantee:	Roman Catholic Diocese of Little Rock
Address:	Starr Road, Fayetteville, Arkansas
Legal Description:	Part of the SW¼ of the SE¼ of Section 1, Township 16 North, Range 30 West, Washington County, Arkansas
Date Of Sale:	05/13/97
Instrument:	Warranty Deed
Recorded:	Book 97 at Page 30908
County:	Washington
Sales Price:	$415,000
Verified By:	Judy Bullington
Terms:	Cash to seller
Indicated Price:	$22,445 per acre
Dimensions:	Irregular shape
Size:	18.49 acres
Zoning:	Unzoned
Utilities:	Electricity, water, sewer, gas
Topography:	Gently undulating to mildly sloping
Visibility:	Average
Access:	Along Starr Road (also from Barrington Place S/D)
Corner Influence:	No

Comments: Purchased for future church expansion plans. This price appears to be over the market for this type of land. Sewer line easement included in the price. However, the city will require annexation in order to connect.

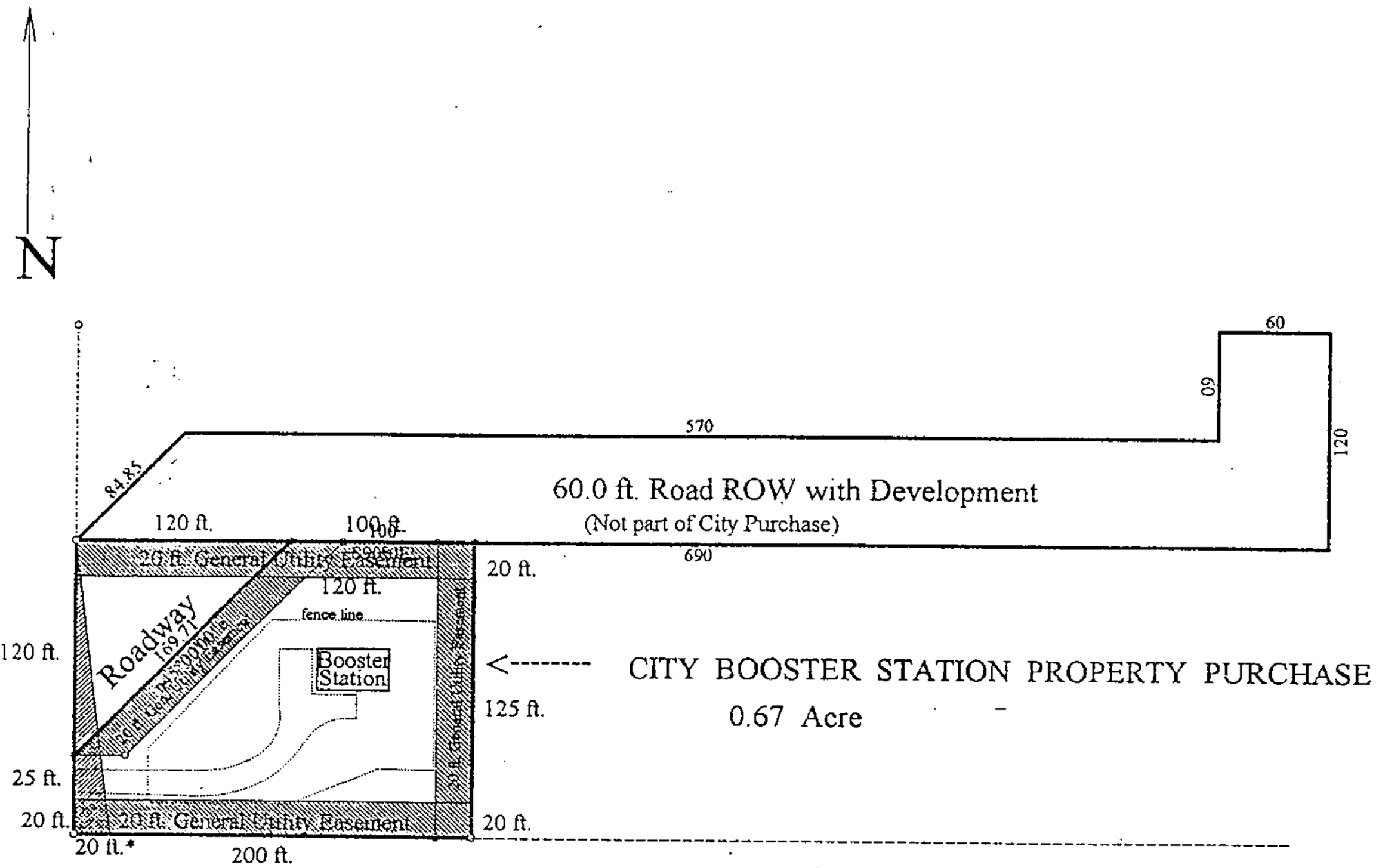
Water Booster Station
III.A.60

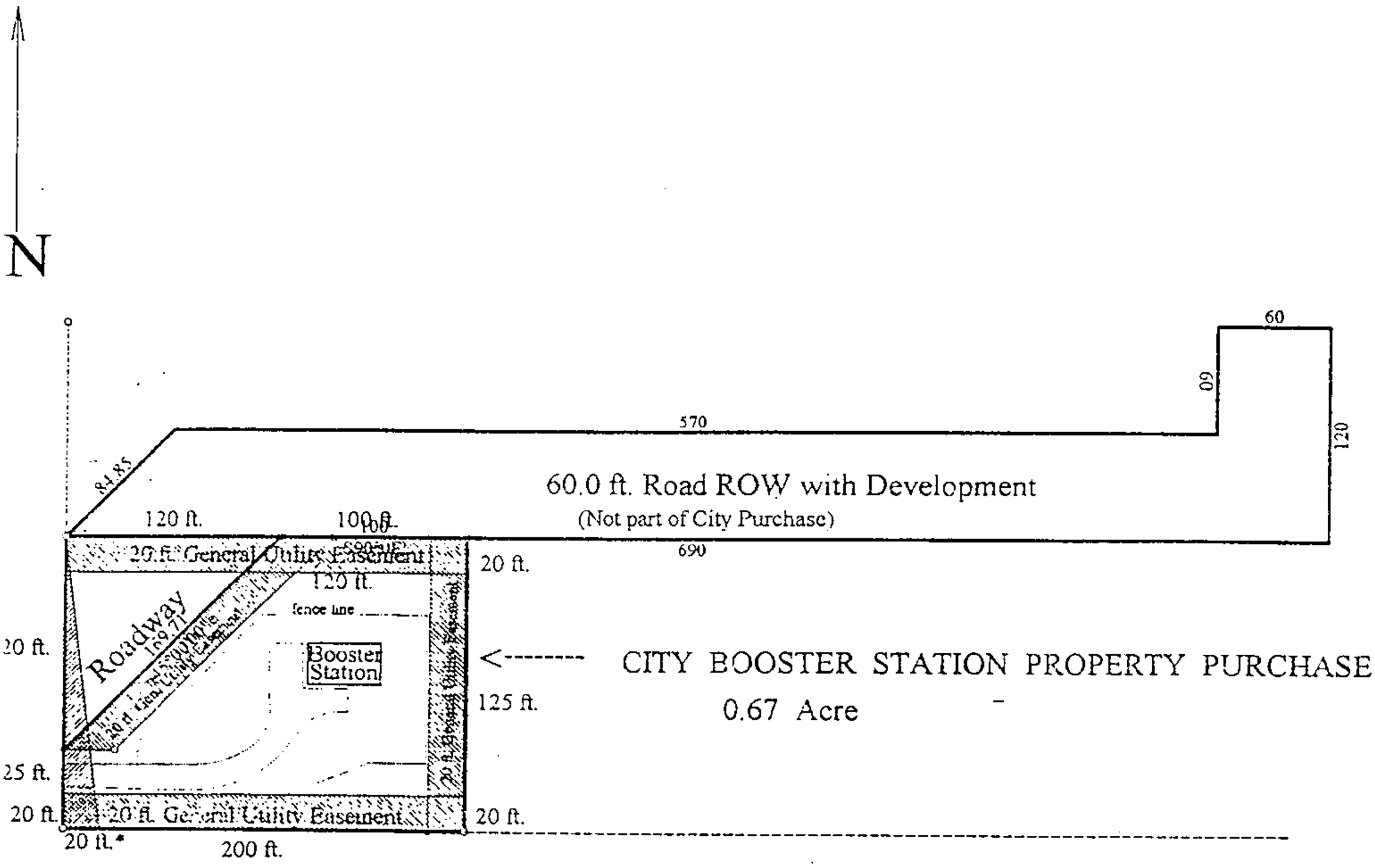


RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY

ALTERNATE # A

SCALE: 1 inch = 300 ft.


N
60
60
570
120
84.85
60.0 ft. Road ROW with Development
(Not part of City Purchase)
120 ft.
100 ft.
690
20 ft. General Utility Easement
20 ft.
120 ft.
fence line
Roadway
169.71
Booster Station
120 ft.
<-------- CITY BOOSTER STATION PROPERTY PURCHASE
0.67 Acre
125 ft.
25 ft.
20 ft.
20 ft. General Utility Easement
20 ft.
20 ft.*
200 ft.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60.0 ft. Road ROW with Development
(Not part of City Purchase)
120 ft.
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690
20 ft. General Utility Easement
20 ft.
120 ft.
fence line
Roadway
Booster Station
20 ft.
125 ft.
25 ft.
20 ft.
20 ft. General Utility Easement
20 ft.
20 ft.*
200 ft.
CITY BOOSTER STATION PROPERTY PURCHASE
0.67 Acre

Water Booster Station
III.A.62

EVILLE

DEPARTMENTAL CORRESPONDENCE

September 22, 1998

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Donald R. Bunn, City Engineer

FROM: Ed Connell, Land Agent

RE: Hwy 45 Water System Improvement
Water Booster Station, Gulley Road
Property Condemnation

Since our memorandum of July 29, 1998 on the subject, certain discussions have transpired between the city and property owner, Ms. Ruth Morris and her attorney, David Horne, with regard to trying to reach a settlement on the acquisition of this property for the installation of a booster station facility. While some small progress has been made, there still remains a large difference between the parties. This project is ready to go to bid and any further delay will put the project in the middle of winter/spring.

Over the past two months, Ms. Morris has had a number of meetings with her attorney as well as members of the City staff on the subject. Whereas she has reluctantly concluded that the facility will be located on this property, she has placed a price of $150,000 as severance damages on the remainder versus the $22,000 offered by the city. The attached letter, dated August 28, 1998, from Mr. Horne outlines some proposals of Ms. Morris. The city made some changes and modifications as presented in our letter dated September 3, 1998.

Primary among the changes was a reduction in the size of the parcel to be acquired, going from 0.67 acre to 0.437 acre. This reduction is shown pictorially in the attached diagrams. The reduction in the amount of land required resulted in the elimination of general utility easements around the perimeter of the proposed facility. The reduction further reduced the amount of screening/buffer to a bare minimum. The city further increased the value of land from $13,000 per acre to $20,000 per acre, however, the overall compensation was not altered from our previous offer due to the reduction in land to be acquired.

At this point in time, we have not heard from Ms. Morris nor Mr. Horne. As these discussions have lasted for about 10 months now and the project is ready to go, it is imperative that the City get possession of the land as soon as feasible and let the courts determine the value of such acquisition. It is herein recommended that condemnation on this property be modified from the 0.67 acre tract to the 0.44 acre tract. Attached is a description for the latter tract.

Water Booster Station
III.A.63

STAFF REVIEW FORM

REVISED
9-22-98

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of ~~August 18, 1998~~ Oct 6, 1998

FROM:

Ed Connell (Name) — Engineering (Division) — Public Works (Department)

ACTION REQUIRED: Approval of resoultion authorizing City Attorney to seek court authorized possession of 0.44 ~~0.67~~ acre of land owned by Ruth A. Morris located in the SW¼-NW¼-28-17-29 for the purpose of constructing a water booster station thereon.

COST TO CITY:

$ 33,000 (Cost of this Request)	$ 2,250,000 (Category/Project Budget)	Hyw 45 Pump Sta & Elev. Tanks (Category/Project Name)
5400-5600-5808.00 (Account Number)	$ 234,581 (Funds Used To Date)	Program Name
98044-0030 (Project Number)	$ 2,015,419 (Remaining Balance)	Water & Sewer (Fund)

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager — Date — Internal Auditor — Date

City Attorney — Date — ADA Coordinator — Date

Purchasing Officer — Date

STAFF RECOMMENDATION: Staff recommends approval as this property best meets the requirements of the City and will provide maximum screening and buffer from the neighbors. Property owner has declined to negotiate with City relative to this acquisition. It is opinion of the staff that the existing frontage on this property can only be used as entry into the 45 acre tract and the city is requesting to utilize/purchase only 27% of that frontage (45 feet out of 165 feet). City has reduced the size of land requirement, however, Mrs. Morris has put a value of $150,000 as damages to the rest of her property.

Division Head — Date

Department Director — Date 24 SEPT 98

Administrative Services Director — Date

Mayor — Date

Cross Reference

New Item: Yes X **No** ____

Prev Ord/Res #: ____

Orig Contract Date: ____

Water Booster Station
III.A.64

KINCAID, HORNE &TRUMBO
ATTORNEYS AT LAW
WALKER-STONE HOUSE
207 W. CENTER
FAYETTEVILLE, ARKANSAS 72701

DAVID B. HORNE
BASS TRUMBO

OF COUNSEL
HUGH R. KINCAID
WARREN E. BANKS
(1929-1987)

TELEPHONE: (501) 521-7050
FAX: (501) 521-7052

August 28, 1998

Mr. Edward D. Connell
City Land Agent
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: City of Fayetteville
Gulley Road Water Line Lift Station
City Project No. 96055

Dear Ed:

As I indicated to you by telephone yesterday, Ruth Morris would like to continue her negotiations with you, to determine whether some modifications can be made from your proposal that might be more satisfactory to her. She would propose the following:

1. That the South entry you proposed be used and not the second alternative to the North.

2. The size of acreage to be taken be reduced by moving the booster station South near the South 20 foot easement setback line. (I understand the line would be fenced).

3. Then the North fence line be moved South approximately 70 feet to reduce the size of the booster station taking.

4. That a condition to any deed or agreement be that regarding the 20 foot easements that no trees to be taken from them at any time, so as to retain complete coverage there screening the booster station from the property on all sides.

5. That the 55 foot road dedication (.80 acres off of proposed lots #4 and #5 be eliminated from proposed alternative".

6. Finally, considering the taking and damage to the remainder of the property owned by Ms. Morris, she would want a significantly greater sum than the $31,000.00 proposed.

In regard to your proposed offer and acceptance contract, it should be modified to incorporate the above changes.

In addition, we would want the City to include in the contract that the plat plan you submitted to Ms. Morris would be taken by the City at its expense, through approval by the required agencies, including the City and County Planning Commission, to secure the necessary lot split and all legal approval in a way that would keep the plan as modified above intact.

Sincerely,

David Horne

DBH/csh
cc: Ms. Ruth Morris

Water Booster Station
III.A.66

'TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

September 3, 1998

Mr. David B. Horne
Attorney at Law
207 W. Center Street
Fayetteville, AR 72701

RE: City of Fayetteville
Gulley Road Booster Station
Project No. 96055

Dear David:

We are in receipt of your letter dated August 28, 1998 wherein you outlined a number of proposals made by Ms. Morris on the proposed booster station. The City staff has reviewed and given serious consideration to these proposals; our response being as follows:

1. The alternate "North" entry into the booster station will not be used, thus the originally proposed "South" entry will be used.

2. In accordance with Ms. Morris request, a revised scheme is herein proposed (see attached preliminary diagram) wherein the booster station is moved South almost in line with the entry off of Gulley Road. This revised location will result in a reduction of 45 feet off of the North side and 25 feet off of the East side of the originally proposed layout. This revision will eliminate all general utility easements within the acquisition area. By this revision, the acquisition area is reduced by 35%, from 0.67 acre to 0.437 acre. This area is minimum and still have any buffer.

3/4. The City must have a security fence around the facility. This is shown as a "Internal Fence Line" on this attached diagram. The areas outside this internal fence, shown as a shaded area, will be used as a 20 foot buffer or screening area. The City will not agree to a perpetual condition in the deed on the use of the land that is acquired even though it is the intention to maintain such screening areas for this purpose. In accordance with the request of Ms. Morris, the City will install a barb wire fence around the purchased property.

5. The dedication for future roadway purposes will not be part of this transaction

6. The City's previous offer of $31,000 for 0.67 acre was based upon the following:

0.67 acre @ $13,000±/Ac=	$ 9,000
Severance Damages to Remainder	$ 22,000
Total Compensation	$ 31,000

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

The City recently purchased land along Gulley Road for water storage tank purposes. This was prime land and the City paid the appraised value of $20,000 per acre. As an effort to reach an agreement for the purpose of this booster station land, the City is willing to pay an equivalent amount of $20,000/acre for this land as well. The severance damages to the remainder ($500.00/ac) would only change slightly.

0.437 Acre @ $20,000/Ac=	$ 8,750
Severance Damages to Remainder	
44.563 Ac @ $500.00/Ac=	$ 22,300
Total Compensation	$ 31,050

The above offer represents an amount slightly above fair market value. The use of public funds require that just compensation be made based on fair market value. In addition to the above, the City is willing to cover your fees as her attorney, through payment to Ms. Morris, relative to this land acquisition. We would appreciate your fixed cost for these services. This offer, if accepted, is contingent upon the approval of the Fayetteville City Council.

The City further agrees to cover all expenses involved in obtaining the associated lot split from county and city agencies, if necessary. These fees and expense, including a survey of the property to be acquired, will be paid directly by the City. Included is a detail drawing of the exterior of the proposed booster station.

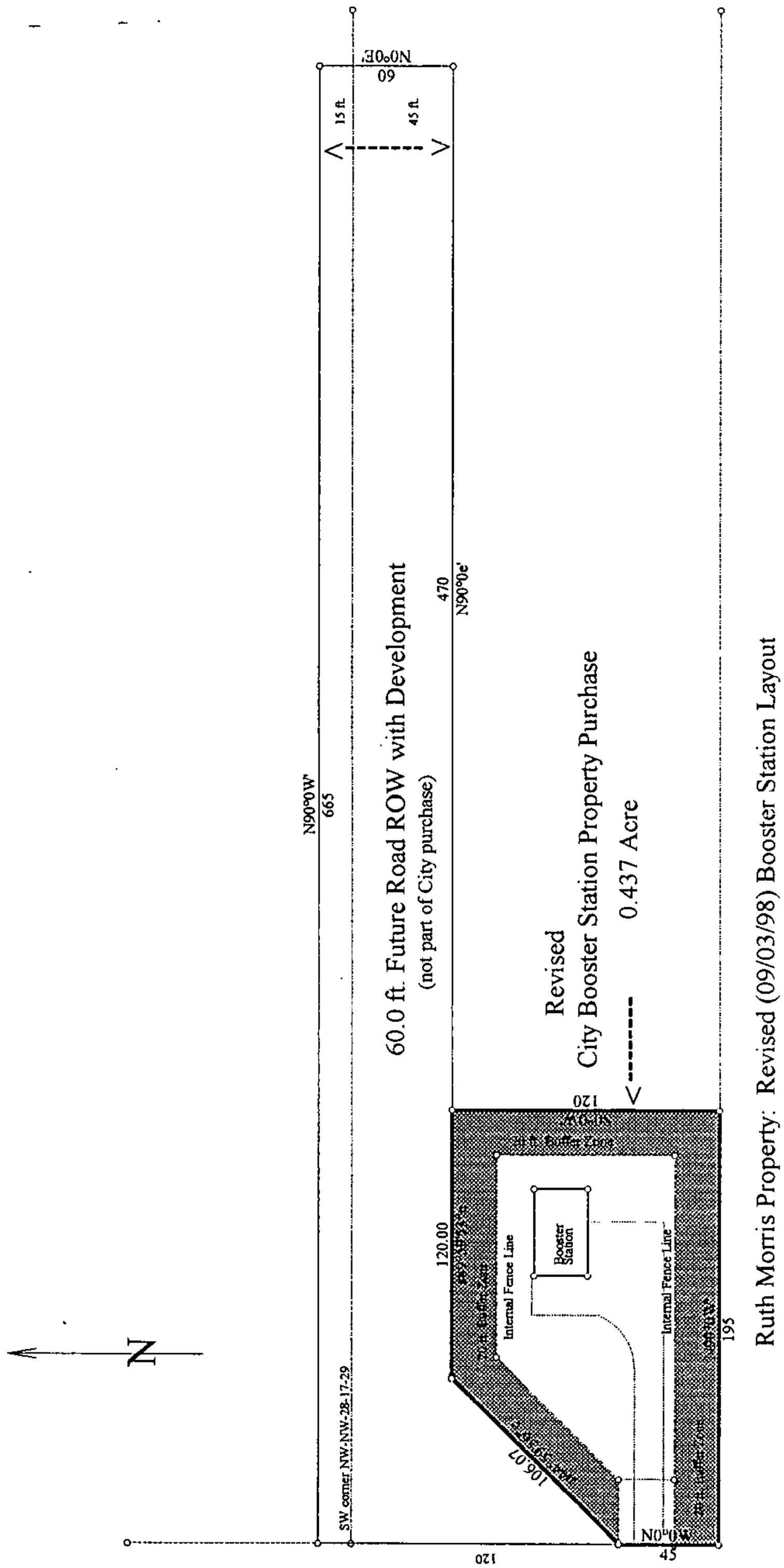
Once we have reached agreement on all of the parameters of this acquisition, the City will prepare the appropriate *Offer and Acceptance* document, as well as the documentation necessary for the transaction itself. The request for City Council condemnation approval is to be delayed until October 6, 1998.

Sincerely yours,

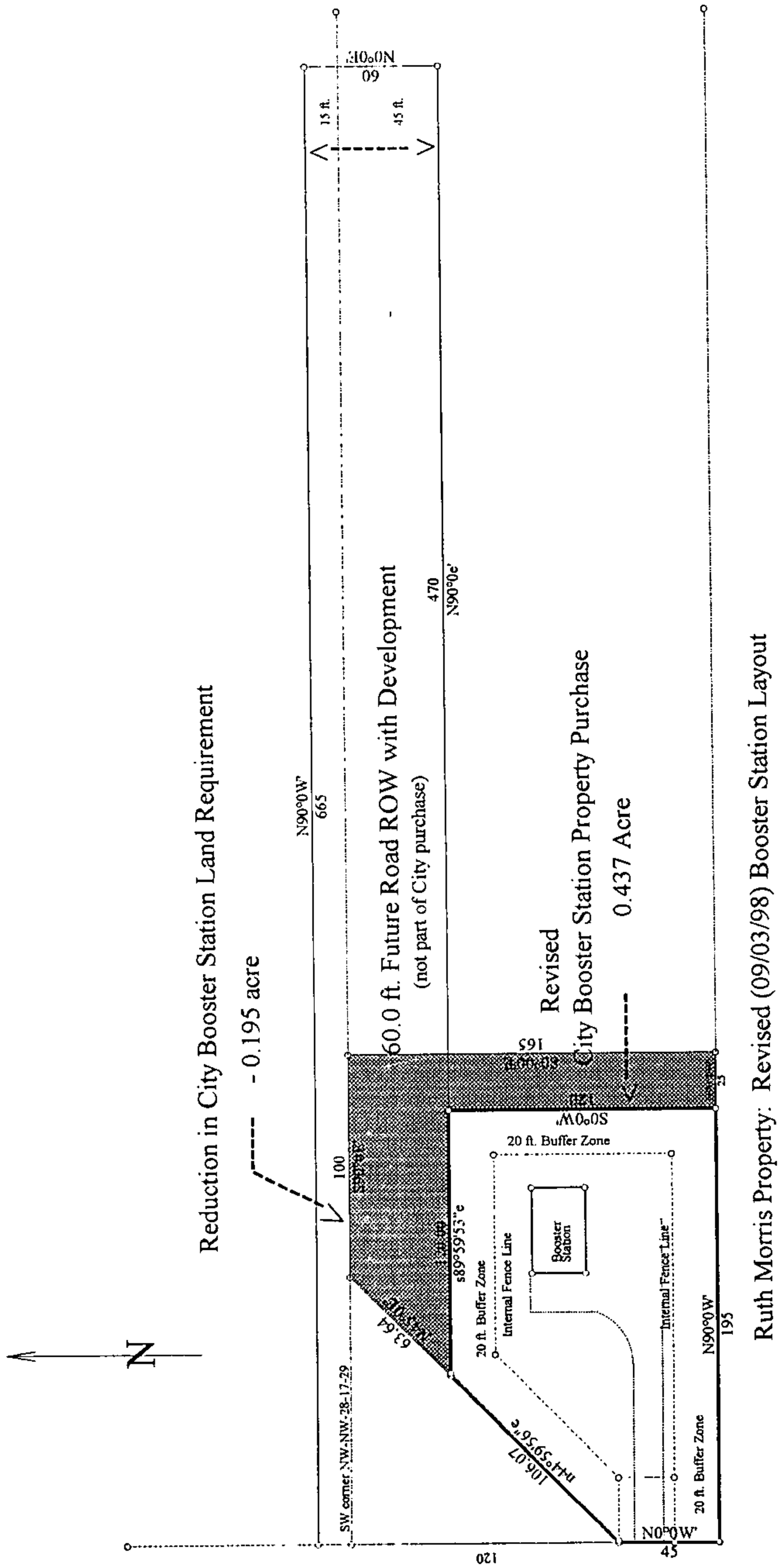
Donald R. Bunn
City Engineer

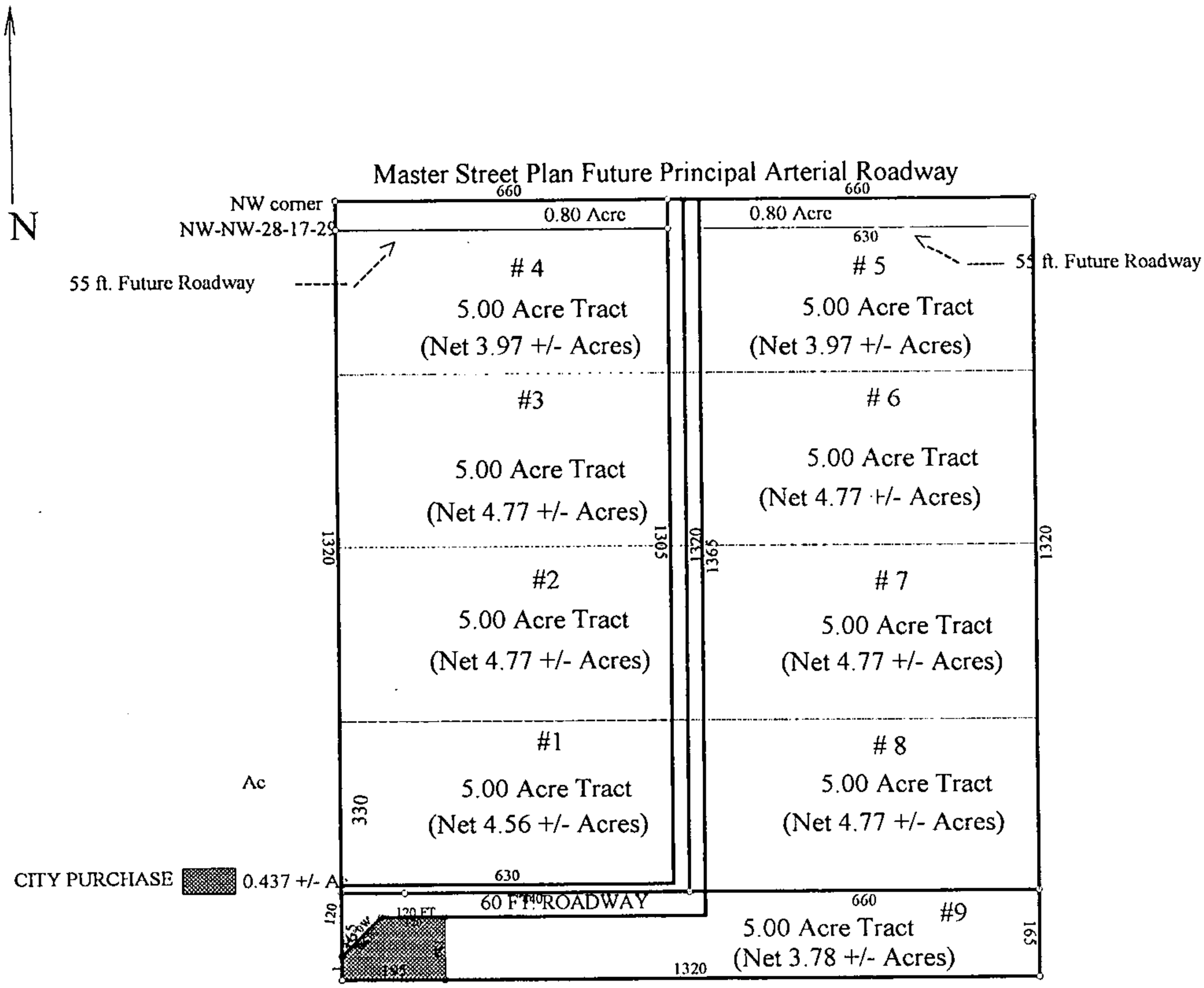
DRB/edc

cc: Ms. Ruth Morris



Ruth Morris Property: Revised (09/03/98) Booster Station Layout


Reduction in City Booster Station Land Requirement
- 0.195 acre
N
N90°0W'
665
60.0 ft. Future Road ROW with Development
(not part of City purchase)
470
N90°0e'
Revised
City Booster Station Property Purchase
0.437 Acre
165
S0°0W'
20 ft. Buffer Zone
Internal Fence Line
Booster Station
Internal Fence Line
20 ft. Buffer Zone
N90°0W'
195
20 ft. Buffer Zone
N0°0W'
45
120
SW corner NW-NW-28-17-29
100
s89°59'53"e
63.64
106.07
n44°59'56"e
Ruth Morris Property: Revised (09/03/98) Booster Station Layout



RUTH MORRIS PROPERTY -- GULLEY ROAD, WASHINGTON COUNTY
City Water Booster Station: Revised Basis

SCALE: 1 inch = 300 ft.

CITY BOOSTER STATION

GULLEY ROAD

Property Description

Property owned by: Ruth A. Morris

Part of Parcel No. 001-15483-000

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Twenty-nine (29) West of the fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point 120 feet South of the Northwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 28; thence continuing South along the West line of said Section 28 a distance of 45 feet; thence East 195 feet; thence North 120 feet; thence West 120 feet; thence South 45° 00′ 00" West 106.07 feet to the Point of Beginning, containing 0.437 acre, more or less, and being subject to easements and rights of way of record. This description is considered subject to change pending a boundary survey of said land.

FILED IN MY OFFICE THIS
18 DAY OF September 1998
Heather Woodruff City Clerk

PC Appeal
III.B.1

FILED IN MY OFFICE
_____ DAY OF
_____ City Clerk

HARRINGTON, MILLER, NEIHOUSE & KRUG

A PROFESSIONAL ASSOCIATION
ATTORNEYS
113 EAST EMMA AVENUE * P.O. BOX 687
SPRINGDALE, ARKANSAS 72765-0687
Telephone (501) 751-6464
Telecopier (501) 751-3715
e-mail address: mail @Arkansaslaw.com

Michele A. Harrington
Stephen J. Miller
John P. Neihouse, LL.M (in Taxation) *
E. Wayne Krug **

* Also licensed in Texas
** Also licensed in Oklahoma

William F. Mertins, Jr.

OF COUNSEL
Stephen D. Stitt

September 18, 1998

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

RE: Appeal of CMN Business Park II , Phase I, Denial by Planning Commission (4-4)

Dear Heather:

Please consider this letter a notice of the my client's appeal to the City Council of the Planning Commission denial of their preliminary plat for CMN Business Park II, Phase I, at the September 14, 1998 Planning Commission meeting. We ask to be included in the agenda for the October 6, 1998 City Council meeting. Mel Milholland, the engineer for CMN Properties, and I, their legal counsel, are representing CMN Properties at this appeal.

The owners wish to build the north-south street (designated as Steele Boulevard), which they agreed to build at the time the City Council rezoned the 309 acres in 1995 (see Nov. 2, 1995 Agreement, which is an attachment hereto). This 170 acre tract of land, Phase I, was planned during the rezoning to provide the 2 lane connector street from Joyce Blvd. south to existing Shiloh Drive, per said agreement. The development of medium to large size commercial tracts by the owners is consistent with the rezoning of the land. The development of each of the 11 individual tracts will be subject to the City's Large Scale Development procedures. Estimated full build out of Phase I is 5-8 years. Please review the attached Preliminary Plat of Phase I (attached hereto), depicting the vicinity map of the entire parcel, and that portion which is designated as Phase I, the plat of which is the subject of this appeal.

This appeal is necessary because the denial of the Preliminary Plat was not reasonable in light of the fact that the access requested through a "Controlled Access" right-of- way of the AHTD from the CMN property is not within the power of my clients to obtain, nor does the denial honor my client's agreement with the City dated Nov. 2, 1995, to connect Joyce Boulevard to existing Shiloh Drive.

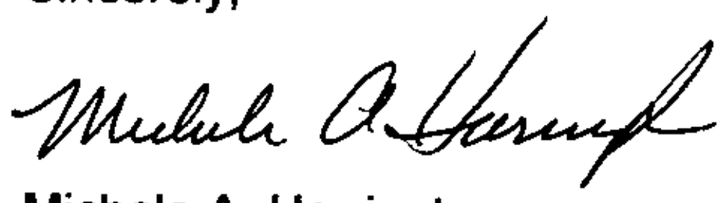
Staff recommendation is in favor of approval of this plat with conditions which were accepted by the landowners with slight modifications agreed upon at the Planning Commission meeting. Charles Venable and Perry Franklin both verified that traffic flow would be sufficiently handled by the street design as presented by the preliminary plat. Traffic studies by Ernie Peters are available at the City Planning Office.

Several of the 4 Commissioners who voted "no" expressed their acceptance of the basic plat as an enhancement to Fayetteville, and it appeared their concern was traffic only. Although the preliminary plat and a professional traffic study had advanced through technical review, 2 subdivision committee reviews, and had the recommendation of approval from the subdivision committee and the staff, plus the favorable comments of Charles Venable, Asst. Public Works Director, and Perry Franklin, the City's Traffic Coordinator, those 4 Commissioners (50% of those present) would not accept these recommendations of approval.

While this appeal is before the City Council, the issue of "Cost Sharing" on the construction of Steele Boulevard and Van Ashe Boulevard, plus the bridge across Mud Creek, should also be addressed. Since this issue involves City funds, the Planning Commission has no authority to decide this issue. The Master Street Plan shows a portion of these roads as a boulevard. CMN is responsible for building the east 2 lanes of the boulevard (28') and one 6' sidewalk, and 2 lanes of the Mud Creek bridge on Steele Boulevard, and the south 2 lanes and one sidewalk of Van Ashe Boulevard to the west boundary of Phase I. We respectfully request the City to participate, under its normal policy for widening 2 lane public streets, on a 50-50 cost-sharing basis with the developer, in the construction of the entire boulevard section to 4 lanes, 2 sidewalks, and a minimum 4 lane bridge. We respectfully request that this construction be funded as soon as possible.

Please place this appeal on the agenda for the next (October 6th) City Council meeting, and send me an agenda. Thank you very much.

Sincerely,



Michele A. Harrington
Attorney for CMN Properties, Inc.

MAH/rtv

Attachments: 1995 Letter of Agreement between CMN and City
Staff Recommendations
Escrow Agreement
13 copies of Preliminary Plat, Phase I

cc: Charlotte Steele
Marjorie Brooks
Nancy Rubeck
Mel Milholland
Jim Irwin

The IRWIN Company

A Commercial, Industrial & Investment Real Estate Company

November 2, 1995

Fayetteville Mayor and City Council
Fayetteville, Arkansas

Dear Mayor and Aldermen:

In conjunction with the rezoning of R-95-24, R-95-25, and R-95-25.1, NANCHAR and Marjorie Brooks understand the City of Fayetteville is under no obligation to rezone this property because of any offers to donate property to the City of Fayetteville. However, in light of the proposed use of the property, in order to enhance the aesthetic value of the area to the City of Fayetteville, NANCHAR and Marjorie Brooks would make the following offer in connection with the proposed use:

1. To donate to the City of Fayetteville an 80 foot wide strip of land to be used for Joyce Street extension right of way, extending in an east/west direction across the property involved in the rezoning application.

2. To give a 50 foot temporary construction easement across adjoining land for the construction of the Joyce Street extension.

3. To pay an amount of $160,000 to the City of Fayetteville for the owners' prorata share to construct Joyce Street extension. The City shall pay all other construction costs associated with constructing the Joyce Street extension westward to Gregg Street, which shall contain five lanes from station 14+07 to 27+00, and four lanes from station 13+17 to 14+07. Owners shall have no additional development costs associated with the Joyce Street extension from North College Avenue to Gregg Street.

4. The owners of the property shall construct at owners' expense a 31 foot back to back curb two lane street and bridge from Joyce Street to Shiloh Street (U.S. Highway Bypass frontage road) with an option to construct a 38' back to back curb street. The City, at City's expense, can increase the size of the bridge from two lanes up to five lanes.

5. In the event the owners' sell a part of the entire ownership prior to the construction of the north/south road, all net sale proceeds generated from the sale shall be held in escrow until the north/south street is constructed. The escrowed funds shall be used or applied to the cost of constructing the north/south street. Specific language for the escrow agreement shall be drafted by the Fayetteville City Attorney and the owners' attorney.

   In the event the property is sold in its entirety prior to the construction of the north/south street connecting Joyce and Shiloh, the escrow agreement shall be transferred along with the property to the new owner.

10800 Financial Centre Parkway • Suite 125 • Little Rock, AR 72211 • 501-225-5700 • FAX 501-227-4199
Branch Office: 210 S. Thompson • Suite 1 • Springdale, AR 72764 • 501-872-1000 • FAX 501-756-8861

November 2, 1995
Fayetteville Mayor and City Council
Page Two

6. The owners and the City of Fayetteville agree that the City shall deposit excess hillside waste from the construction of Joyce Street extension, to an area within the 100 year flood plain on the NANCHAR and Marjorie Brooks property at no cost to landowners. Location of deposit shall be staked by landowners' engineer.

7. To give a 15 foot easement for a pedestrian/bike path through the designated flood areas of the property adjacent to Mud Creek.

Signatures of the owners acknowledge their agreement to the terms stated herein.

Please call me in the event you have questions or want to discuss the rezoning application.

Thank you for your cooperation.

Sincerely,

THE IRWIN COMPANY

James S. Irwin, MAI
President

JSI:kk

ACKNOWLEDGED:

NANCHAR (Nancy Rubeck) — Date

NANCHAR (Charlotte Steele) — Date

Marjorie Brooks
Marjorie Brooks — Date 11-3-95

PC Appeal
III.B.6

PP 98-4.00
Page 1

PC Meeting of 14 Sept 98

FAYETTEVILLE

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

CMN Business Park II, Phase I

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Dawn Warrick, Jim Beavers
DATE: September 8, 1998

Project: **PP 98-4.00: Preliminary Plat for CMN Business Park II, Phase I** as submitted by Milholland Engineering on behalf of CMN Properties for property located north of Highway 71, east of Gregg and south/southwest of the NW Arkansas Mall. The property is zoned C-1, Neighborhood Commercial, and C-2, Thoroughfare Commercial, and contains approximately 170.89 acres with 11 lots proposed.

Findings:

A. The proposed preliminary plat is 170.89 acres of the total 309 acres which were rezoned in 1995.

B. A portion of the property is located within the Design-Overlay District.

C. The applicant has requested the following waivers (summarized, see specific language on the proposed plat):

1. Defer tree replacement to individual tract developers.
2. Waive the requirement to place existing utilities underground.
3. Waive section 161.07.A.3.c of the grading ordinance and allow cuts within the public ROW and 25 feet adjacent to the ROW.
4. Waive the Master Street Plan requirement for the construction of Shiloh across the southern boundary of proposed lot 7.
5. Waiver to construct the sidewalk on the north side only of Shiloh Drive.

D. There were several meetings and agreements established during the rezoning process.

1. Meetings with the City included:

June 6, 1995	City Council waived moratorium on rezonings.
July 10, 1995	First Planning Commission meeting to consider the rezoning of the NANCHAR property.
August 7, 1995	Special Planning Commission meeting to hear additional information.
August 28, 1995	Second Planning Commission Public Hearing -action postponed until additional information for traffic and development could reviewed.
September 11, 1995	Planning Commission recommends the rezoning (7-2).
October 3, 1995	City Council's first hearing for the rezoning..
October 17, 1995	City Council's second hearing for the rezoning.
November 7, 1995	City Council approves the rezonings (5-3).

2. On November 2, 1995 the petitioners offered a letter of seven specific agreements to be considered with the proposed rezoning. Please refer to the enclosed copy of this November 2, 1995 letter. One of the agreements stated:

"4. *The owner's of the property shall construct at owner's expense a 31 foot back to back curb two lane street and bridge from Joyce Street to Shiloh Street (U.S. Highway Bypass frontage road) with an option to construct a 38' back to back curb street. The City, at the City's expense, can increase the size of the bridge from two lanes up to five lanes".*

This statement is also used similarly in the escrow agreement and is important in the overall street design for the development . Refer to conditions and discussion in the "Conditions of Approval" below.

3. Escrow agreement dated 4/1/96 which allows for the sale of property in advance of the street construction with a percentage to be held in escrow towards the street construction requirements of the development.

4. Mutual Agreement Document (undated) contains:

a. Amended Bill of Assurances, letter dated October 31, 1995, from Melvin Milholland.

b. Agreements with the adjacent property owners in the Centerbrook and Lenham Heights Subdivisions concerning the developer providing for natural buffers and revising (channel) the drainage, additional setbacks and limited adjacent C-2

development.

5. Letter dated June 3, 1998 from Michele A. Harrington summarizing a meeting of April 27, 1998 with City staff and representatives of NANCHAR. Item discussed included the 31 ft. vs. 28 ft. Streets per the current standards, the boulevard vs. five lanes for Steele Boulevard, sidewalks and street alignments. Note that staff stated that the Planning Commission and/or City Council will be the final authority.

E. The applicant has furnished a revised traffic study for this development.

F. The proposed preliminary plat 98-4.00 was reviewed at the June 17, 1998 Technical Plat Review.

G. The proposed preliminary plat was considered by the Subdivision Committee at the August 13 and September 3, 1998 SDC meetings.

Recommendation: Approval subject to the following conditions of approval:

Conditions of Approval:

1. Planning Commission determination of the requested variances. Refer to the plat for the specific language of the five requested variances.

2. Planning Commission determination of the requested contributions for off-site improvements. At the SDC meeting it was stated that off-site improvements for the entire 309 acres are estimated at $134,000 - $140,000 and that 55% of this will be required for the proposed preliminary plat (phase I).

3. Planning Commission determination of the street construction requirements for this proposed preliminary plat.

   a. The discussion and recommendation from the subdivision committee meeting was that the Developer shall construct, at the developer's expense, two of the proposed four lanes for the Steele and Van Asche Boulevards.

   Please note that the final street section, cost-share and construction for the boulevard and the bridge must be approved by the City Council. Neither staff or the Planning Commission may obligate City funds. It is important to note that neither the current (1998) or the proposed 1999 budgets contain funding for the boulevard or the bridge.

Staff supports this funding but the City Council may, or may not, elect to participate in this cost-share.

Staff recommends that if the City Council is unable, or unwilling to participate in a cost-share for the construction of any street or bridge that the developer, at the developer's expense provide a minimum 36 ft. street for all sections of Steele, Van Asche and the bridge.

Also refer to the November 2, 1995 letter of agreement.

b. The Developer shall construct, at the developer's expense, all other streets as 36 ft. three lane streets.

c. The street issues east of Mall lane are postponed until phase II is developed.

4. Planning Commission determination of any additional improvements or assessments for state highways not contained in condition 2 above. In accordance with 159.33.E, "Off-site improvements to state highways....", the Planning Commission shall determine any improvements required by the developer to be coordinated with the AHTD. Staff requests that the developer contact the AHTD (refer to the June 17 plat review comments) and determine if improvements to Highway 71, the intersection of Shiloh or any other State highway/frontage road are requested by the State (AHTD). If improvements are requested and/or such improvements determined to be required by the Planning Commission, then the developer shall provide the improvements as a condition of this preliminary plat.

5. Planning Commission determination of the development which shall be allowed upon the individual lots prior to a final plat or prior to construction of streets, drainage, water, sanitary sewer . . .

6. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

7. All improvements shall comply with City's current requirements.

Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private),

sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

Fire protection to meet the Fire Chief's request.

8. The developer shall connect the water main for this development to the existing water mains at the NW Arkansas Mall to the north and to the water mains near Centerbrook Subdivision at the south as a part of this development (not "future" as stated on the plat).

9. A formal geotechnincal report shall be required prior to approval of the grading plan. Any retaining walls, or vertical cuts in rock shall include safety rails to meet the more stringent of the SSBC and AASHTO, if determined applicable by the City Engineer.

10. The final grading plan and the final plat shall clearly provide for the conveyance of storm water runoff and any requirements to be subsequently placed upon the purchasers of the lots shall be clearly stated.

11. The drainage improvements offered by the developer to the adjacent subdivisions are subject to review and approval by the City Engineer. Improvements may be greater in scope than that proposed by the developer's engineer.

12. All drainage outside of public street right-of-way shall be private and privately maintained by the developer or similar approved entity.

13. A twenty foot easement for a multi-use trail in the flood plain shall be provide adjacent to and contiguous with the floodway.

14. The Developer, as stated by their engineer at the September 3, 1998 SDC meeting, shall not propose to channelize, or channelize Mud Creek at any point except for the bare minimum necessary for the bridge construction.

15. The Developer, and/or their engineer, shall contact the County extension service and determine any mutual use of Mud Creek with relation to the recent grant received for this purpose.

16. The bridge calculations and the hydraulic calculations shall be reviewed by the City in addition to any other State or Federal agencies. Further, unless specifically waived by

the City Council, if the City participates 50% or greater in the cost of the bridge then the City shall select the engineer for the bridge project.

17. Contribution for stop lights. Five stop lights are warranted for this development based upon the traffic study prepared by the developer's traffic engineer.

18. All lots shall be subject to the Large Scale Development review process and utilization of a common design theme.

19. The preliminary plat approval will be valid for one calendar year. If construction has not started within one year then the approval is void.

BACKGROUND:

Refer to the findings above.

INFRASTRUCTURE:

a) Water will be looped from the north (Mall area) to Joyce and to the south (Centerbrook area).

b) Sanitary sewer is available. Extensions will be necessary.

c) Streets. Refer to the findings and conditions of approval as noted above.

d) Grading and Drainage. A preliminary plan and report has been received. A complete and final plan and report will be required prior to construction.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: _____

Comments:

_____

_____

CITY COUNCIL ACTION: __no___Required
_____Approved _____Denied

Date: ___/___/___

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
by

_____
title

_____
date

ESCROW AGREEMENT

This Agreement is entered on this 11th day of April, 1996, between NANCHAR, INC., and Marjorie Steele Brooks, collectively hereinafter referred to as "Owners", and the City of Fayetteville, Arkansas, hereinafter referred to as "City".

For good and valuable consideration, the receipt of which is hereby acknowledged, conditioned on Owners' construction of a 31 foot back-to-back curb, two-lane street and bridge from Joyce Street as extended to Shiloh Street (U.S. Highway Bypass Frontage Road) as represented by the solid blue line running North/South from Joyce Street to Shiloh Street on a concept plat, a copy of which is attached hereto, marked Exhibit "A" and incorporated as if set forth herein word for word, hereinafter referred to as "Street and Bridge", the parties agree as follows:

(1) Should Owners sell any part of the "Real Property", the legal description of which is set forth on an exhibit entitled Real Property which is attached hereto, marked Exhibit "B" and incorporated herein, as if set forth word for word, all Net Sales Proceeds generated from the sale of part or all of the Real Property shall be placed in an escrow account or accounts at a financial institution selected by Owners to insure payment of the cost of construction of the Street and Bridge as contemplated herein (the "Escrow Account"). In the event the Real Property is sold in its entirety prior to the construction of the Street and Bridge, the obligations of Owners shall be transferred along with the Real Property to the new owner.

(2) A financial institution or a licensed attorney, at the sole discretion of Owners, shall serve as Escrow Agent for purposes of retaining said funds and maintaining said Escrow Account(s).

(3) Owners shall have the absolute right to advise the financial institution or brokerage firm holding said accounts in the investment of said funds; provided, however, that the generally accepted "prudent man" standard for investments shall apply to all such investments. Said funds shall be invested to earn income which income shall be accumulated in the account(s) during the existence of the Escrow Accounts(s). Should Owners commence construction of the Street and Bridge, then Owners may withdraw funds from the Escrow Account(s) for purposes of paying for preliminary planning and preliminary engineering work and the design and construction phase of the Street and Bridge. Said funds shall be released by the City upon the presentation to the City by Owners of invoices from engineering firms, construction firms, surveyors, and other professional or nonprofessional persons employed to assist Owners in the development of plans and obtaining permits and approvals of regulatory agencies and to construct the Street and Bridge. Should any taxing authority assess additional taxes, penalties, or interest over and above those sums withheld from the gross sales proceeds against any of the Owners or the shareholder of an owner as a result of a sale of any part or all of the Real Property, then upon presentation of the assessment, Owners may withdraw funds from the Escrow Account(s) to pay the additional tax, penalties, and interest.

(4) Should the Escrow Account(s) reach the principal balance of $4,400,000.00 prior to the commencement of the construction of the Street and Bridge, then Owners shall have no further obligation to pay the Net Sale Proceeds generated from the sale of any remaining Real Property into the Escrow Account(s).

(5) Should construction of the Street and Bridge commence prior to the accumulation of $4,400,000.00 in the Escrow Account(s), then prior to the closing of any additional sales of all or a portion of Real Property, the engineer for the Owners and the engineering staff for the City shall review the cost to complete the construction of the Street and Bridge and may, by mutual agreement, adjust the amount of money to be held in the Escrow Account(s). The intent is that sufficient funds shall be held in the Escrow Account(s) to complete the Owners' commitment to build the Street and Bridge.

(6) Once the Street and Bridge are completed and approved by the City of Fayetteville and the City of Fayetteville is presented an Affidavit from the Owners that the cost of construction of the Street and Bridge have been paid in full and evidence that the City of Fayetteville has clear title to said Street and Bridge, then and in such an event, the City will promptly direct the Escrow Agent to release all remaining principal and any accumulated income; with two-thirds of the sums to be payable to NANCHAR, INC., and one-third of the sums to be payable to Marjorie Steele Brooks.

(7) After the closing of the sale of any part of the Real Property, the Owners shall provide City a copy of the executed Offer and Acceptance, a copy of the Closing Statement, and a copy of the Owners' Instruction to closing agent directing payment of the Net Sales Proceeds to the designated Escrow Account(s).

(8) "Net Sales Proceeds" shall be defined as follows: The gross sale price less any costs and expense which Owners are required to pay as part of the conveyance for real estate commissions and surveyors and engineers for work required to be performed as part of the Contract; any professional fees specifically associated with the sale and transfer of the property; any expenses incurred in gaining approval from the City or any other regulatory body from whom consent for the sale or approval of the conditions of the sale might be sought; any costs for commitments for and title policies; any payment of any real property taxes associated with the sale; and an allocation equal to forty (40%) of the gross sale price less the costs, expenses, fees, and real property taxes to cover the federal and state income taxes.

(9) The City shall, upon receipt of the Net Sales Proceeds, release any lien it might claim pursuant to this Agreement as against the Real Property being conveyed.

This Agreement constitutes the entire agreement of the parties regarding the Street and Bridge project, and said Agreement shall not be modified or terminated unless said modification or termination is reduced to writing and signed by all parties hereto.

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: Nancy S. Rubeck, President
Nancy S. Rubeck, President

Date: 3-20-96

By: _____
Charlotte Steele, Secretary

Date: _____

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

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In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: _____
Charlotte Steele, Secretary

Date: _____

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

PC Appeal
III.B.17

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

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In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: _____
Charlotte Steele, Secretary

Date: _____

Marjorie Steele Brooks
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Tracy Paul
City Clerk

PC Appeal
III.B.18

This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, administrators, executors, and successors of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

In witness hereto, the name of the corporate parties, NANCHAR, INC., and City, have been affixed hereto by the duly authorized officers of each respective corporation and the signature of Marjorie Steele Brooks has been affixed by her on the dates designated.

NANCHAR, INC.

By: _____
Nancy S. Rubeck, President

Date: _____

By: Charlotte Steele
Charlotte Steele, Secretary

Date: 3-20-96

_____
Marjorie Steele Brooks

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hanna
Fred Hanna, Mayor

Date: 4/11/96

ATTEST:

Traci Paul
City Clerk

ORDINANCE REVIEW

Off-street parking lot design, required number of spaces, landscaping and location of parking lots within the city.

(Included is a summary of only the sections that are to be revised.)

Section 2
(F) PARKING LOT LANDSCAPING REQUIREMENTS

(1) General Requirements

Existing

(c) Maintenance. The current owner of the property shall be responsible for the maintenance of all required landscaping.

Add

Some method of irrigation shall be required in landscaped areas. An automated irrigation system is encouraged to ensure adequate moisture to plant material. In landscaped areas without an automated irrigation system, the installation of hose bibs (water spigots), installed one for every 100 foot radius, will be required.

Add to section (c) from section (d) ***Timing and size of plant material.*** *Change notice from 30 days to 60 days*

Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have 60 days from the receipt of written notice issued by the city of Fayetteville to remove and replace any required landscaping that dies or is damaged.

The current zone allows the developer to delay landscape installation for 90 days after receiving the certificate of occupancy. If not installed within those 90 days, then the developer is expected to post the letter of credit.

(d) Timing of installation. Landscaping shall be provided prior to the issuance of a final certificate of occupancy. A 90-day temporary certificate of occupancy may be issued once the owner deposits, with the City, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material. The letter of credit must be from a bank or banking institution doing business with the state which is a member of the Federal Deposit Insurance Corporation.

*The current ordinance has **Timing, and Size of plant material,** as one sub-section, the revision separates the sub-sections for clarity.*

(e) Size and type of plant material. Trees shall have a minimum 2 inch caliper at the time of installation. Shrubs are to reach an average height of 3' within two years of installation.

Plant species installed in vehicular use areas are defined in the Landscape Manual and should be selected from applicable lists.
Requirements for landscaping between the Right-of-Way and parking areas are intended to lesson the effect of extensive paving. A minimum 50% of shrubs selected shall be evergreen .

Caliper. A measurement of general tree size taken at a point located six inches above natural ground or root ball surface.

(2) Interior Landscaping Requirements

Existing

(a) Amount of Landscaping. Parking lots containing ten or more parking spaces shall include interior landscaped islands.

The Current ordinance includes this requirement as Option One,
Option two, which currently allows grouping interior trees, will not be available.
The minimum square footage of island space is currently 25 sf.

Landscape islands shall be required every ten contiguous parking spaces and shall include a minimum of one tree.
The following are options as to the size and type of island allowed...

Information is being obtained to establish a consciences list of alternatives which is reasonable to the development and appropriate for the health of the trees. Options will represent a balance of island square footage and tree protection required for a select list of street tree species.

(3) Perimeter Landscaping Requirement.

(b) Parking lots adjoining Street Right-of-way.

The required width of landscaping adjoining R.O.W. will be reduced from 25' to 15 feet.

1. Residential Zones. Except for permitted entrance drives, every parking lot shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way.

The required width of landscaping adjoining R.O.W. will be reduced from 15 feet to 10 feet.

The screening reduction option will be removed since the amount of plant material required adjacent to the R.O.W. will increase.

2. Non-residential Zones. Except for permitted entrance drives, every parking lot shall be landscaped for an equal and uniform width of 10 feet parallel to the front property line(s) street right-of-way.

Currently the ordinance calls for one tree and three shrubs every 40 l.f.

(c) Required Plant Materials. Landscaping in these areas shall contain one tree every 30 linear feet plus a continuous planting of shrubs along the street right-of-way, exclusive of permitted entrance drives. Trees along the perimeter may be grouped to allow flexability in design. The requirement for a continuous planting of shrubs is intended to lesson the effect of extensive paving. Groupings of shrubs is encouraged however a continuous planting will be required as well. A minimum 50% of shrubs selected shall be evergreen .

DRAFT

RESOLUTION NO. _____

A RESOLUTION APPROVING A 50/50 COST SHARE FOR ACTUAL CONSTRUCTION COSTS (EXCLUDING ENGINEERING) TO PROVIDE A 28 FOOT LOCAL STREET CONNECTING BARRINGTON PARKE PHASE II TO THE EXISTING STUB OUT OF MADISON DRIVE IN THE MADISON SUBDIVISION, A DISTANCE OF 557 FEET; AND DEDICATING CITY PROPERTY AS CITY STREET RIGHT-OF-WAY FOR THE STREET EXTENSION PROJECT.

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

Section 1. That the City Council hereby approves a 50/50 cost share for actual construction costs (excluding engineering) to provide a 28 foot local street connecting Barrington Parke Phase II to the existing stub out of Madison Drive in the Madison Subdivision, a distance of 557 feet; and dedicating City property as City street right-of-way for the street extension project.

PASS AND APPROVED this ____ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

__x__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of September 15, 1998

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Proposed "50/50" cost-share to construct a 28 ft. Local street connecting the proposed phase II of Barrington Parke subdivision to the existing stub out of Madison Drive in the Madison Subdivision, a distance of 557 feet, in lieu of a second connection from Barrington Parke to Fox Hunter Road per the options as directed to the developer of Barrington Parke subdivision by the Planning Commission August 24, 1998 (see memorandum and P.C. meeting minutes).

COST TO CITY:

$105,178 (estimated)	$200,000	Street improvmts
cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$52,072 (estimated)	Cost Share
Account Number	Funds obligated to date	Program Name
98033-0020	$149,923	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __x__ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	8-31-98 Date	ADA Coordinator	Date
City Attorney	8-31-98 Date	Internal Auditor	8-31-98 Date
Purchasing Officer	9-1-98 Date		

RECEIVED
SEP 01 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF RECOMMENDATION:

Division Head	8/31/98 Date
Department Director	9/1/98 Date
Administrative Services Director	9/2/98 Date
Mayor	9/2/98 Date

Cross Reference

New Item: Yes

Prev Ord/Res #_____

Orig Contract Date:_____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director
Charles Venable, Asst. PW Director COV
Don Bunn, City Engineer DRB

From: Jim Beavers, Engineering JB

Date: 31 August 98

Re: Agenda Request, Council Meeting of September 15 1998.

Proposed "50/50" cost share to provide a 28 ft. Local street connecting Barrington Parke phase II to the existing Madison Drive stub out in the Madison subdivision, a distance of 557 feet, in lieu of a second connection by the developer from Barrington Parke onto Fox Hunter Road per the options as directed by the Planning Commission to the developer of Barrington Parke subdivision.

The preliminary plat for phase II of the Barrington Parke subdivision was approved by the Planning Commission on August 17, 1998 subject to conditions and requirements. One of the requirements placed upon the developer by the Planning Commission was a second access to the subdivision in phase II. The Planning Commission required the developer to either:

1. Connect directly to Fox Hunter Road (extend the proposed street, Hartford Drive, to Fox Hunter) or,

2. Extend Madison Drive from Barrington Phase II to the existing stub out of Madison Drive in the Madison subdivision across City property approximately 557 feet and request that the City Council agree to participate in a "50/50" cost share.

The developer's engineer, Milholland, has prepared a preliminary layout and cost-estimate. The estimated costs are $210,355.00. The City's estimated 50% share will be $105,177.50. The actual costs cannot be determined until the design is reviewed and approved and the construction completed. In addition to the "50%" cost share the City will also be dedicating City property as City street right-of-way.

Please refer to the attached copy of the Planning Commission minutes.

Enc:

1. Planning Commission minutes, August 17, 1998.
2. Cost estimate.
3. Preliminary layout of the Madison Drive extension.
4. Preliminary plat of Barrington Parke phase II and vicinity map.

MILHOLLAND ENGINEERING
205 West Center St.
Fayetteville, Arkansas 72701
Phone: (501) 443-4724
Fax: (501) 443-4707

COST ESTIMATE

PART "C" - CONSTRUCTION
STREET & STORM DRAINAGE

PROJECT NAME and LOCATION: Barrrington Park to Madison Avenue, Fayetteville, Arkansas PROJECT No E-450

IMPROVEMENT: 557 L.F. OF MADISON AVENUE ADDRESS: Fayetteville, Arkansas

PROPOSED COST SHARING FOR CONSTRUCTION OF MADISON AVE BETWEEN BARRINGTON PARK AND MADISON A

ORIGINAL CONTRACT						UNITS COMPLETED TO DATE:			COST OF COMPLETED WORK	COST OF OVERRUN (UNDERRUN)
ITEM No.	QUANT.		UNIT COST	TOTAL COST	DESCRIPTION	PREVIOUS ESTIMATE	THIS ESTIMATE	TOTAL		
1.A.	2,500	LS	$10.00	$25,000.00	Clearing & Grubbing	0.00%	0.00%	0.00%	$0.00	
1.B.	2,000	TY	$8.00	$16,000.00	Compact Hillside undercut	0.00	0.00	0.00	$0.00	
1.C.	0	TY	$3.25	$0.00	"CLASSIFIED BORROW"	0.00	0.00	0.00	$0.00	
2.	0	LS	$0.00	$0.00	SAW CUT	0.00%	0.00%	0.00%	$0.00	
3.A	1,114	LF	$6.00	$6,684.00	Standard Curb & Gutter	0.00	0.00	0.00	$0.00	
3.B.1	408	TN	$50.00	$20,400.00	2" + 3" Asphalt	0.00	0.00	0.00	$0.00	
3.B.2	620	TN	$16.00	$9,920.00	6" SB-2 Base Material	0.00%	0.00%	0.00%	$0.00	
4.1.A	2	EA	$1,600.00	$3,200.00	4' x 4' w/6" x 12 LF D.I. Bx	0.00	0	0	$0.00	
4.1.B	1	EA	$2,200.00	$2,200.00	CONCRETE INLET	0.00	0.00	0.00	$0.00	
4.1.C	2	EA	$2,300.00	$4,600.00	CONCRETE HEADWALL	0.00	0.00	0.00	$0.00	
4.2.	78	LF	$35.00	$2,730.00	24" RCP STORM PIPE	0.00	0.00	0.00	$0.00	
4.4.A	100	LF	$64.00	$6,400.00	42" RCP Storm Sewer	0.00	0.00	0.00	$0.00	
4.4.B	450	TN	$14.00	$6,300.00	Compacted SB-2 Base	0.00	0.00	0.00	$0.00	
4.4.C	1,114	LF	$8.60	$9,580.40	4" X 4 LF Conc. Sidewalk	0.00	0.00	0.00	$0.00	
4.5.A.	200	LF	$10.00	$2,000.00	Channelization	0.00	0.00	0.00	$0.00	$0.00
4.5.B.	155	CY	$450.00	$69,750.00	8'x4' Double RCBox Culvert	0.00	0.00	0.00	$0.00	$0.00
				$186,155.00	COSTRUCTION COSTS					
				$24,200.00	ENGINEERING FEES					
				$210,355.00	TOTAL PROJECT					

PP 98-6.00: PRELIMINARY PLAT (BARRINGTON PARKE SUBDIVISION, PHASE II) EAST OF HWY 45 AND SOUTH OF FOX HUNTER ROAD

This item was submitted by Mel Milholland of Milholland Engineering for property located east of Hwy 45 and south of Fox Hunter Road. The property is zoned R-1. Low Density Residential and contains approximately 27.40 acres with 49 lots proposed.

FINDINGS:

The proposed subdivision is Phase II of Barrington Parke. Phase I has 88 lots. With Phase II there will be a total of 137 lots created.

Staff had requested at Plat Review and at Subdivision Committee that the developer provide a second access to Fox Hunter Road in the approximate location of proposed Lot 54.

The Subdivision Committee voted "to forward this project to Planning Commission subject to the revisions being noted on the plat as follows: 1. Connection from Hartford Drive to Fox Hunter; 2. Connection for Madison Drive and the determination for this connection; 3. Caston Drive moved down to the exit between the Stanberry and the Catholic Church property; 4. Sidewalks shown on the plat."

The developer and his engineer had declined to make the requested revisions required by staff and the Subdivision Committee. Therefore, it is the staff recommendation that the project be denied.

STAFF'S RECOMMENDATION:

1. Denial of the Preliminary Plat as presented.
2. If a plat is presented which conforms to the requirements of the ordinance, criteria, requested from the Subdivision Committee and the Planning Commission, then staff recommends that such plat be approved subject to 9 conditions of approval as noted.

There were no further conditions of approval.

Mel Milholland with Milholland Construction Company appeared on behalf of the applicant.

He passed out revised plats with the requested revisions to the commissioners and staff. He asked to allow the President of the POA to address the commission on behalf of the property owners who bought on the basis of the approved preliminary plat.

PUBLIC COMMENTS:

Scott Sandlin, 1952 Barrington Drive, and is the president of POA Phase I and II.

The property owners purchased the lots with the understanding there would be a cul-de-sac in Phase II and a park. The property owners are concerned about the opportunity of the cul-de-sac disappearing and becoming a through street. The commission has asked the developer to open the cul-de-sac and would prefer not to see this cul-de-sac be opened up. Most of the children in the subdivision are 3-4 years old.

There are a lot of children in the neighborhood and the property owners would prefer to keep the traffic to the entrances as noted in the first plat. Obviously, there are some streets for emergency purposes but do not want the connection between Hartford and 75.

Brian Barkocy of 3834 Chadwick appeared before the commission.

If the developer makes the cul-de-sac a through street there would be another street crossing for the children to have to cross. There is a sign at the entrance to the subdivision and this allows for the one point of entry and encourages safety issues and eliminates crime.

Kirk Elsaw who is the real estate agent for this development and Mr. Caston and a property owner in this subdivision.

There are a total of 49 lots in this subdivision in Phase II. He has sold of the 9 of the proposed lots. Many of the homeowners object to the street connecting to Fox Trail. Traffic is a major of concern in the subdivision. The property owners were not aware that there would be a through street with two entrances and that there would be another entrance to maintain and take care of. He request whatever is decided the subdivision needs to sell these additional lots and move this project forward.

PLANNING COMMISSION FINDINGS:

Hoffman: She referred to the plat and inquired if it was shown in the preliminary nature for Phase I and this is what people have bought their homes and with the knowledge that this street would not connect to Fox Hunter.

Milholland: He confirmed this was correct and he has a copy with him if the commission would like to see it.

Little: She noted there was a preliminary plat for Phase I and Phase II. Phase I has been constructed. Any preliminary plat that is filed and construction has not begun within one year is considered null and void.

Hoffman: She inquired if the developer was willing to pay for a paved street for Madison Drive in lieu of the connection to Fox Hunter.

Milholland: He stated, no, the developer was not in agreement with this. The developer agreed to build the gravel road not to street standards but one that is passable between the two subdivisions if the Planning Commission would not require him to connect to Fox Hunter.

Reynolds: He inquired if Phase II would take up the rest of the land out in this location.

Milholland: There would be no additional phases.

Forney: Apparently there was a preliminary plat which the commission does not have. This preliminary plat indicated a certain configuration which many of the homeowners were dependent upon for their expectations. He felt this was far above the cul-de-sacs beyond 600 feet.

Odom: He noted there were still stubouts on Caston and Madison.

Little: Caston Drive was the only stubout on the preliminary plat and hope there was a grant for a waiver for the 500 feet of the cul-de-sac.

Forney: He noted a cul-de-sac is a cul-de-sac until it is connected at a future time.

Little: She confirmed this was correct.

Forney: He felt the anticipated form of the developer was in direct contravention of the City's regulations and policies. What he has heard so far he would vote in favor of the cul-de-sac at the corner if Madison was paved. To do otherwise would contradict what the City requires.

Milholland: There is a resolution which the City Council passed when Phase I was approved in 1994. There was some discussion about the trees on the east side of Phase I. This resolution states the developer would in addition to the entrance with an island would provide two more exits for this total project - one to the east and one to the west. The one to the east has been constructed at the southeast corner. The one to the west was Caston. At subdivision level staff requested the street moved between the property line of the Stanberry and Catholic Church.

Now the developer has had to add Madison to this and if you add Fox Hunter this would make a total of five exits to this subdivision with three on one street. It is his feeling to slow down traffic from being backed up at the intersection of Hwy 45 and 265 and North street. He has lived at this subdivision for 4 years. If you control the traffic coming out of the subdivisions you can control the traffic jams down the highway.

The developer requests the commission review the preliminary plat and the resolution which was approved in 1994.

Ward: He would rather see the money spent improving the road to the City rather than putting gravel road across Madison Avenue. There is a lot of people who would use the road east of Fox Hunter which goes to Hwy 45.

Little: She stated this road that Mr. Ward was referring to was not in the City but in the County.

Odom: This subdivision would generate more traffic. There are alternate routes which may avoid this intersection which would be problematic at Hwy 45 but feels this subdivision would not generate undue traffic. He referred to the waiver to omit the sidewalk along Fox Hunter.

Milholland: The applicant has agreed to all requested sidewalks including those on Fox Hunter.

Odom: He inquired if staff was comfortable with the plat which the applicant just presented at the meeting tonight enough to change the recommendation for denial.

Beavers: He felt he was forced into making this recommendation because what was presented to the planning commission because this was not what the subdivision committee voted on.

Little: She wanted to remind the commission that there were several times when staff had been chastised for not having complete and full information before the commission. The revisions were requested at two different times and the developer did have the opportunity to bring both of these to subdivision committee. It is frustrating for the subdivision committee to make revisions and not be presented with those requested revisions.

Odom: He inquired if those requested revisions were before the commission this evening.

Hoffman: She noted at subdivision committee there was some talk about Mr. Milholland bringing two plats. One with the requested revisions and one plat reflecting what he requested. She does believe the plat he has brought before the commission does deal with those issues. The plat does show Caston at the location preferred; it does connect Hartford with Fox Hunter Road; it shows Madison location; it does show sidewalks along both sides of the street and Fox Hunter Road; it does narrow the utility easement from 25 feet to 20 feet.

Hoffman: She wished this plat would have been presented at the agenda session and not at the meeting this evening.

Milholland: His understanding at the subdivision meeting is that they were going to table his project. He stated the developer has the right to waive any item requested. At that point, the developer was requested to move a street and this was the first time he knew about it. He felt he was given the opportunity to provide two plats - one with the waiver requests - and one with the requested revisions from subdivision committee.

Beavers: Mr. Milholland faxed a 20 foot street which was the cul-de-sac. He received this about 4:00 this evening. He was not sure if Mr. Milholland felt this street goes with this plan.

Milholland: He stated if the commission approved the plan presented, the design could be altered to meet whatever the City engineer or Traffic engineer wanted.

Beavers: He stated what was presented to him would not meet the street standards. Mr. Franklin said what was presented was better than the first proposal but he would not necessarily be in support of this alternative cul-de-sac.

Odom: Perhaps a motion to grant a waiver which would allow this cul-de-sac be built to city street standards Mr. Beaver could support.

Beavers: Yes, this is correct.

Hoffman: The subdivision committee's intent in getting the connection to Fox Hunter is that we did not want one ingress and egress for this subdivision. She would not personally be willing to grant a waiver on the cul-de-sac issue. She is against only one way of ingress and egress. She would support a paved connection through Madison and this would meet the subdivision requirements. The question is how to finance this. Does the City finance 50/50 and would the City be willing to do this.

Little: She inquired what the distance was from the existing Madison Avenue to the proposed stubout. If it is 521.10 feet, then the connection from Hartford to Fox Hunter is 191.15 feet, then there would be talking of 300 additional feet.

Commissioner Forney moved to approve Preliminary Plat No. 98-6 subject to all staff comments, denying all waivers, which would ensuring there would be a second connection either to Fox Hunter or Madison with the expense to be borne by the developer to meet the City standards.

Forney: He expressed his appreciation with the developer coming with a plat requesting waivers but does not feel his case has compelled him to vote for the waivers.

Hoffman: She inquired if the motion addressed Caston Drive.

Forney: He stated Caston Drive was relocated at the request of staff and incorporating staff comments should address this with Caston Drive being moved between Stanberry and the Catholic Church.

Commissioner Forney seconded said motion.

Odom: He clarified the motion is to approve PP 98-6.00 subject to all staff comments and for it to be left at the discretion of the developer as to what the second connection would be. Either Hartford Drive to Fox Hunter Road or Madison Drive paved to Madison Avenue and denying all waivers.

He wanted clarification if the developer decides to pave Madison Avenue, the commission would grant the waiver of the additional outlet from Hartford to Fox Hunter.

Forney: If the developer makes the second connection, then the second connection would be made.

Milholland: He clarified if the applicant agreed to put Madison Avenue through the other subdivision, then he could put his cul-de-sac at the corner of Harford and Chadwick. However, if he chooses to put Hartford to Fox Hunter Road, then he would not have to build the road at Madison Drive.

Odom: The motion as he understands it is the developer would build Madison Avenue to meet the City Standards.

Milholland: He stated the applicant would be willing to build Madison Avenue and it be graveled.

Odom: He clarified the motion states that Madison Drive be paved as a City Street. He would also be in support of the motion.

Forney: Staff recommended that a connection be made from Hartford to Fox Hunter Road and that a gravel road be accomplished at Madison. His motion would only allow one connection to be made:

Little: Staff would concur with the motion as made.

Beavers: He added the right to use the city property would have to be approved by the council.

Odom: He stated the motion gave up better connectivity for this subdivision.

Forney: He preferred the developer make the connection to Madison Drive. However, he feels we should give the developer the option to choose which connection he chooses.

Ben Caston, Sr., from Heber Springs, Arkansas appeared before the commission.

He stated he has had to redo Fox Hunter and widen which cost approximately $80,000. They had to purchase some land over $35,000 for more park land. He expressed his concern about the requests being made of this development.

Odom: He inquired if he should be required to do something less than what is required of the other developers.

He stated he wanted to make the same requirements as everyone else. However, there is a subdivision which was approved which had one point of entry.

Beavers: He clarified this subdivision "Easton Parks" has multiple stubouts and do have a connection to Hwy 45. At the developer's expense, this developer are required to extend Township in the amount of $4-600,000.

Odom: He stated he was in favor of allowing the waiver request to Fox Hunter Road because of what has been done in the past. However, require Madison Avenue be graveled or cost be contributed proportionately with the City paying its share. However, if the City not allow the property to be paved, then the waiver should be denied and require another stubout. This is what his inclination is, however, this is not the motion before the commission.

Hoffman: She felt Madison Avenue connection was a better connectivity but request a 50/50 participation which is standard.

Ward: He felt the Madison Avenue connection is better but is not sure if the City would want it or could afford it. However, if Madison Avenue was the other exit then he does not feel the need for Caston Drive as a stubout.

Odom: He stated there may be future development with the church and his concern was future landlock.

Forney: His concern is Caston Drive to the south and Caston Drive to the east. He inquired if this was Caston Drive between the two streets or would it be a continuous street.

Little: She responded Caston Drive to the west should be renamed.

Forney: He referred to staff's concern about the cul-de-sac type proposed at the intersection of Hartford and Chadwick. He noted there was a similar type at the intersection of Caston and Hartford. He wanted some clarification regarding this information.

Beavers: He responded this was basically for a 5 lot private street.

Forney: He is sympathic to the developer's issues. However, this is one of the conflicts when variances are requested.

Milholland: He inquired if the commission could make a recommendation for a 50/50 proposal to the City.

Commissioner Odom moved to amend the motion to allow the waiver of the cul-de-sac on Hartford to meet city standards for a 50/50 contribution for a standard city street from Madison Avenue with a request to City Council that this be allowed to be built and the City contribute the other portion of Madison Avenue.

Tucker: He inquired if the City does not want the connection then what would be the recommendation.

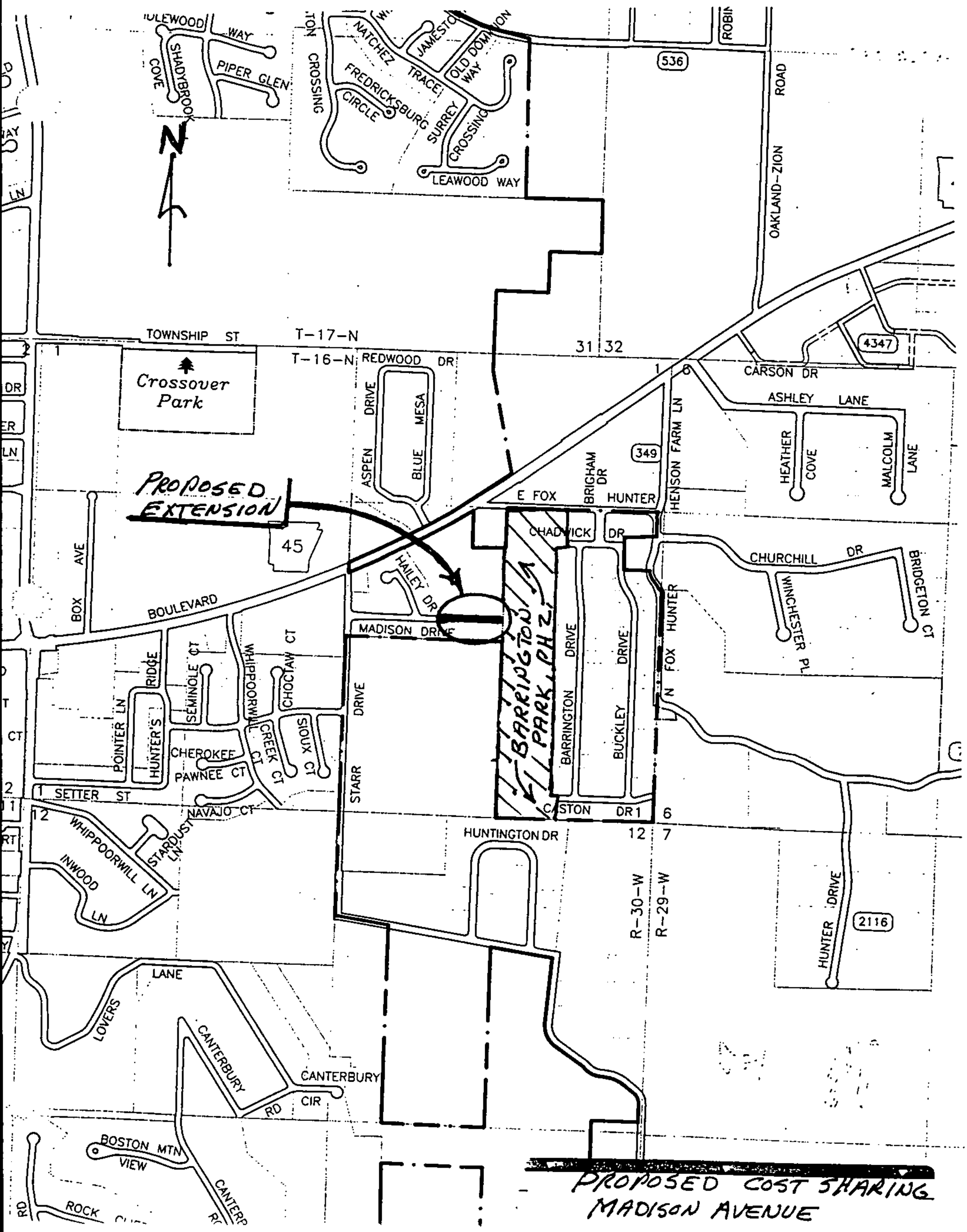
Commissioner Odom stated if the City does not allow the connection and the developer is not willing to pay for the full street, then the developer would be required to make a connection to Fox Hunter Road.

Upon roll call the amended motion was approved on a vote of 8-0-0. Commissioner Estes was not present.

Odom: He referred to the motion on the table to approve the PP 98-6.00.

Commissioner Reynolds called for a quester.

Upon roll call the motion was approved on a vote of 8-0-0. Commissioner Estes was not present.


PROPOSED EXTENSION
PROPOSED COST SHARING
MADISON AVENUE
Crossover Park
BARRINGTON PARK PH 2
TOWNSHIP ST
T-17-N
T-16-N
REDWOOD DR
ASPEN DRIVE
BLUE MESA
BOULEVARD
MADISON DRIVE
HAILEY DR
STARR DRIVE
BOX AVE
POINTER LN
HUNTER'S RIDGE
SEMINOLE CT
WHIPPOORWILL CT
CHOCTAW CT
CHEROKEE
PAWNEE CT
CREEK CT
SIOUX CT
SETTER ST
NAVAJO CT
STARDUST LN
WHIPPOORWILL LN
INWOOD LN
LOVERS LANE
CANTERBURY RD
CANTERBURY CIR
BOSTON MTN VIEW
ROCK
HUNTINGTON DR
BARRINGTON DRIVE
BUCKLEY DRIVE
CASTON DR
CHADWICK DR
E FOX HUNTER
N FOX HUNTER
BRIGHAM DR
HENSON FARM LN
CARSON DR
ASHLEY LANE
HEATHER COVE
MALCOLM LANE
CHURCHILL DR
WINCHESTER PL
BRIDGETON CT
HUNTER DRIVE
OAKLAND-ZION ROAD
ROBIN
NATCHEZ TRACE
JAMESTOWN
OLD DOMINION WAY
FREDRICKSBURG CIRCLE
SURREY CROSSING
LEAWOOD WAY
SHADYBROOK COVE
PIPER GLEN
536
349
4347
2116
45
R-30-W
R-29-W
31
32
N

ORDINANCE REVIEW

Off-street parking lot design, required number of spaces, landscaping and location of parking lots within the city.

(Included is a summary of only the sections that are to be revised.)

Section 2
(F) PARKING LOT LANDSCAPING REQUIREMENTS

(1) General Requirements

Existing

(c) Maintenance. The current owner of the property shall be responsible for the maintenance of all required landscaping.

Add

Some method of irrigation shall be required in landscaped areas. An automated irrigation system is encouraged to ensure adequate moisture to plant material. In landscaped areas without an automated irrigation system, the installation of hose bibs (water spigots), installed one for every 100 foot radius, will be required.

Add to section (c) from section (d) ***Timing and size of plant material.***
Change notice from 30 days to 60 days

Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have 60 days from the receipt of written notice issued by the city of Fayetteville to remove and replace any required landscaping that dies or is damaged.

The current zone allows the developer to delay landscape installation for 90 days after receiving the certificate of occupancy. If not installed within those 90 days, then the developer is expected to post the letter of credit.

(d) Timing of installation. Landscaping shall be provided prior to the issuance of a final certificate of occupancy. A 90-day temporary certificate of occupancy may be issued once the owner deposits, with the City, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material. The letter of credit must be from a bank or banking institution doing business with the state which is a member of the Federal Deposit Insurance Corporation.

*The current ordinance has **Timing, and Size of plant material,** as one sub-section, the revision separates the sub-sections for clarity.*

(e) Size and type of plant material. Trees shall have a minimum 2 inch caliper at the time of installation. Shrubs are to reach an average height of 3' within two years of installation.

Plant species installed in vehicular use areas are defined in the Landscape Manual and should be selected from applicable lists.
Requirements for landscaping between the Right-of-Way and parking areas are intended to lesson the effect of extensive paving. A minimum 50% of shrubs selected shall be evergreen .

Caliper. A measurement of general tree size taken at a point located six inches above natural ground or root ball surface.

(2) Interior Landscaping Requirements

Existing

(a) Amount of Landscaping. Parking lots containing ten or more parking spaces shall include interior landscaped islands.

The Current ordinance includes this requirement as Option One,
Option two, which currently allows grouping interior trees, will not be available.
The minimum square footage of island space is currently 25 sf.

Landscape islands shall be required every ten contiguous parking spaces and shall include a minimum of one tree.
The following are options as to the size and type of island allowed...

Information is being obtained to establish a consciences list of alternatives which is reasonable to the development and appropriate for the health of the trees. Options will represent a balance of island square footage and tree protection required for a select list of street tree species.

(3) Perimeter Landscaping Requirement.

(b) Parking lots adjoining Street Right-of-way.

The required width of landscaping adjoining R.O.W. will be reduced from 25' to 15 feet.

1. Residential Zones. Except for permitted entrance drives, every parking lot shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way.

The required width of landscaping adjoining R.O.W. will be reduced from 15 feet to 10 feet.

The screening reduction option will be removed since the amount of plant material required adjacent to the R.O.W. will increase.

2. Non-residential Zones. Except for permitted entrance drives, every parking lot shall be landscaped for an equal and uniform width of 10 feet parallel to the front property line(s) street right-of-way.

Currently the ordinance calls for one tree and three shrubs every 40 l.f.

(c) Required Plant Materials. Landscaping in these areas shall contain one tree every 30 linear feet plus a continuous planting of shrubs along the street right-of-way, exclusive of permitted entrance drives. Trees along the perimeter may be grouped to allow flexability in design. The requirement for a continuous planting of shrubs is intended to lesson the effect of extensive paving. Groupings of shrubs is encouraged however a continuous planting will be required as well. A minimum 50% of shrubs selected shall be evergreen .

STAFF REVIEW FORM

XX AGENDA REQUEST, City Council meeting of October 6, 1998

FROM: Don Bunn (Name) Engineering (Division) Public Works (Department)

ACTION REQUIRED: Approval of:

1 Contract Section 1, Waterlines - Basic Construction, $891,212.00 with a contingency of $100,000.00.

2 Contract Section II, Booster Pump Station - J&L Construction, $368,500.00 with a contingency of $40,000.00.

3 A Budget Adjustment of $350,000.00, attached.

COST TO CITY:

$1,399,712.00 Cost-This Request	$ 2,250,000.00 Category/Project Budget	Hwy 45 Area Water, Ph 2 Category/Project Name
5400 5600 5808 00 Account Number	$ 1,200,288.00 Funds Used To Date	Program Name
98044 Project Number	$ 1,049,712.00 Funds Remaining	Water and Sewer Fund Category

BUDGET/CONTRACT REVIEW: XX Budgeted Item XX Budget Adj. Attached

(Blank contract reviewed) 9/21/98
Budget Coordinator — Date

Administrative Services Director — Date

9-21-98
Accounting Manager — Date

ADA Coordinator — Date

(Blank - Unsigned Contract Reviewed) 9-23-98
City Attorney — Date

Yolanda Fields 9-25-98
Internal Auditor (Contract form only) — Date

9-24-98
Purchasing Officer — Date

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve 1) Contract Section I, with Basic Construction for $891,212 with a contingency of $100,000, 2) Contract Section II, J&L Construction for $368,500.00 with a contingency of $40,000.00. Staff also recommends approval of a budget adjustmet of $350,000.00

9-21-98
Division Head — Date

9-25-98
Department Director — Date

9/25/98
Admin Services Director — Date

9/25/98
Mayor — Date

Cross Reference

New Item: **Yes** No

Prev Ord/Res #: _____

Orig Contract Date: _____

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____,

In the year 19_____ by and between the City of Fayetteville, Arkansas

_____ (hereinafter called OWNER) and

J & L Construction of Huntsville, Arkansas

(hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

> Water System Improvements; Phase II - Highway 45 East Area; Contract Section II: Gulley Road Pump Station, and all associated items, which consists of all items as set out in the Bid (City of Fayetteville Bid No. 98-67), and these Plans and Specifications No. Fy-268, dated February, 1998, including all work required for a complete installation.

Article 2. ENGINEER

The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.1 The Work will be substantially completed and in service within one hundred twenty (120) days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within one hundred fifty (150) days after the date when the Contract Times commence to run. These Contract Times include delays for normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

Days Included in Contract Times
for Normal Weather-Related Events
(On A Monthly Basis)

January	11
February	9
March	8
April	8
May	8
June	8
July	5
August	6
September	6
October	6
November	6
December	9

The Contractor shall include within the Contract Times the respective number of days (as shown above for each month during the Contract) for normal weather-related events which may cause delays in the progress of the Work, and place a sufficient work force on the project to ensure completion of the Work within the Contract Times.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds for the performance of the Contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

Three Hundred Sixty-Eight Thousand
Five Hundred and no/100----------($ 368,500.00).
(use words) (figures)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not

guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on the last Friday of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

> 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 95% of the Work completed.
>
> 100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

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

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

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 This Agreement.

7.2 Exhibits to this Agreement.

7.3 Performance, Payment and other Bonds.

7.4 Notice to Proceed.

7.5 General Conditions.

7.6 Supplementary Conditions.

7.7 Specifications consisting of divisions and sections as listed in the Table of Contents.

7.8 Drawings consisting of 10 sheets.

7.9 Addenda numbers 1 to 2, inclusive.

7.10 Contractor's bid.

7.11 Documentation submitted by Contractor prior to Notice of Award.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS

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

8.2 The Contractor and all Subcontractors shall pay not less than the minimum prevailing hourly wage rates as found by the Arkansas Department of Labor or as determined by the Court on appeal to all workmen performing work under the Contract.

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

8.4 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 19_____
(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
City of Fayetteville, Arkansas	J & L Construction
By: Fred Hanna, Mayor	By: Justin Bryan, Owner
[Corporate Seal]	[Corporate Seal]
Attest Heather Inman Woodruff, Clerk	Attest
Address for Giving Notices	Address for Giving Notices
113 West Mountain Street	Post Office Box 1479
Fayetteville, Arkansas 72701	Huntsville, Arkansas 72740

RECEIVED
SEP 2 4 1998

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____,

in the year 19_____ by and between the City of Fayetteville, Arkansas

_____ (hereinafter called OWNER) and

Basic Construction Company, Inc. of Fayetteville, Arkansas
(hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

> Water System Improvements; Phase II - Highway 45 East Area; Contract Section I: Water Line, and all associated items, which consists of all items as set out in the Bid (City of Fayetteville Bid No. 98-66), and these Plans and Specifications No. Fy-268, dated February, 1998, including all work required for a complete installation.

Article 2. ENGINEER

The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.1 The Work will be substantially completed and in service within one hundred twenty (120) days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within one hundred fifty (150) days after the date when the Contract Times commence to run. These Contract Times include delays for normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

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3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds for the performance of the Contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

Eight Hundred Ninety-One Thousand
Two Hundred Twelve and no/100----------($ 891,212.00).
(use words) (figures)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not

guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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> 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 95% of the Work completed.
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> 100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

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In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

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6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

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The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

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7.3 Performance, Payment and other Bonds.

7.4 Notice to Proceed.

7.5 General Conditions.

7.6 Supplementary Conditions.

7.7 Specifications consisting of divisions and sections as listed in the Table of Contents.

7.8 Drawings consisting of nine sheets.

7.9 Addenda numbers 1 to 2, inclusive.

7.10 Contractor's bid.

7.11 Documentation submitted by Contractor prior to Notice of Award.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

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

8.4 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 19_____
(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
City of Fayetteville, Arkansas	Basic Construction Company, Inc.
_____	_____
By: _____	By: _____
Fred Hanna, Mayor	Gary Combs, President
[Corporate Seal]	[Corporate Seal]
Attest _____	Attest _____
Heather Inman Woodruff, Clerk	Corporate Secretary
Address for Giving Notices	Address for Giving Notices
113 West Mountain Street	Post Office Box 1208
Fayetteville, Arkansas 72701	Fayetteville, Arkansas 72702

LETTER OF TRANSMITTAL

FROM: PETERS & ASSOCIATES
ENGINEERS, INC.
• CIVIL & TRAFFIC ENGINEERING •
P.O. Box 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

RECEIVED SEP 29 1998

FAX: (501) 225-0602

E-Mail-gbsimmons@traffic-engineers.com
Internet-http://www.traffic-engineers.com

TO:

Melvin Milholland
Milholland Engineer
205 West Center
Fayetteville, AR 72701

DATE: Monday, September 28, 1998

JOB No.: P-433
RE: CMN Business Park II

WE ARE TRANSMITTING THE FOLLOWING ITEM(S):

- [ ] Copy of Letter
- [ ] Plans
- [x] Report
- [ ] Maps
- [ ] Other

ITEM	DATE	Ref. No.	DESCRIPTION OR TITLE
1			5 ~~9~~ copies of report, addendum and Fig 7

THESE ARE SENT:

- [ ] For Approval
- [ ] For your use
- [x] As requested
- [x] For review
- [x] For your information

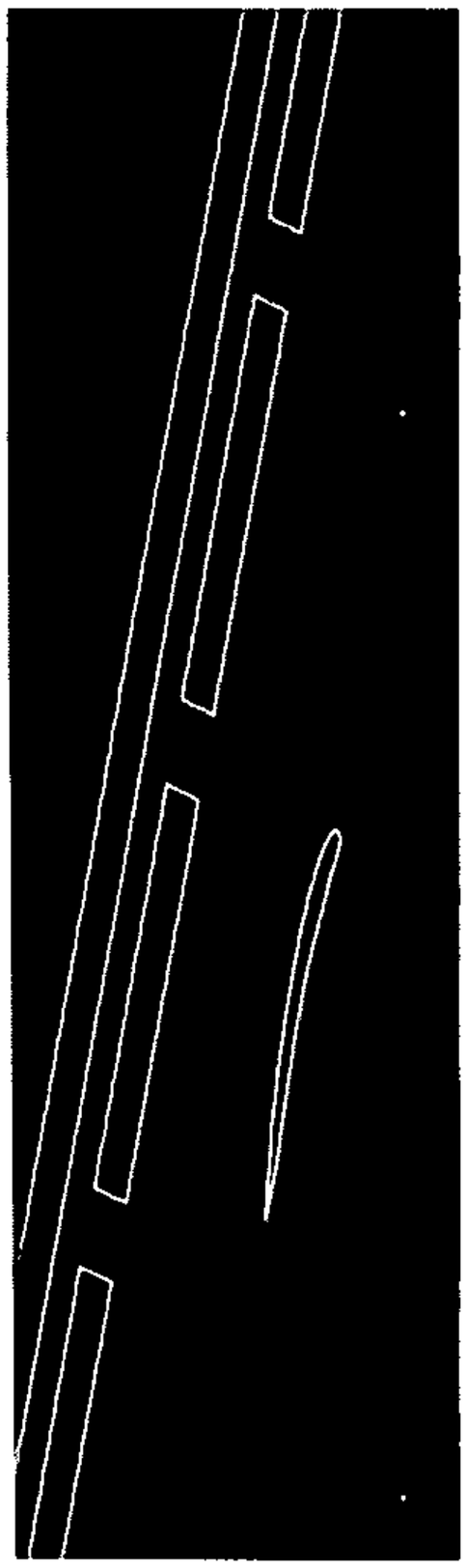
REMARKS:

COPY TO: JIM IRWIN
FILE: P433

SIGNED: Ernest J. Peters

Traffic Study

CMN Business Park II



Fayetteville, Arkansas

August 4, 1998

PETERS & ASSOCIATES
ENGINEERS, INC.
• CIVIL & TRAFFIC ENGINEERING •
P.O. Box 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

PETERS & ASSOCIATES
ENGINEERS, INCORPORATED

August 24, 1998

Ms. Allett Little
Director of Planning
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701 and

Bus: (501) 575-8263
Bus Fax: (501) 575-8316

RE: P-433
CMN Business Park II
Addendum to Report of August 4, 1998

Dear Ms. Little:

As requested by Mr. Charles Venable of your office, Peters & Associates Engineers, Incorporated, has amended the referenced report to reflect changes in the traffic volumes shown on Figure 7. These volumes were revised to reflect growth in background traffic that represents traffic generated by existing and future developments that may use the Gregg Street connection to U.S. Highway 71B after improvements to Gregg Street are completed. The street traffic capacities, as shown in Table 8, "Capacity and Level of Service Results – Full Development," reflect the revised volumes.

STREET SEGMENT	24-HR VOLUME 2-WAY EX. & PROJECTED	PROPOSED or PLANNED No. of LANES	CAPACITY at "C" LOS	PROJECTED LEVEL OF SERVICE
Gregg St. at By-Pass	29033	4	25132	Better than "D"
Shiloh Rd. East of Gregg St.	5624	2	11860	Better than "C"
Gregg St. at Van Asche Rd.	26862	4	25132	Better than "D"
Van Asche Rd. (extn.) East of Gregg St.	9841	3	14447	Better than "C"
Joyce Blvd. East of Steele Avenue.	14896	4	25132	Better than "C"
Joyce Blvd. East of Gregg St.	20447	4	25132	Better than "C"
Steele Avenue North of Shiloh Rd.	5624	3	14447	Better than "C"
Steele Avenue South of Joyce Blvd.	11249	4	25132	Better than "C"
Steele Avenue North of Joyce Blvd.	5623	3	14447	Better than "C"
Van Asche Rd. (extn.) East of Steele Avenue	6187	3	14447	Better than "C"
Mall Lane at Joyce Blvd.	9740	3	14447	Better than "C"

These changes in traffic volumes caused two roadway segments to have modified levels of service. These segments changed from Level of Service "C" to Level of Service "D." Level of Service "D" is the accepted design Level of Service for urban streets.

P.O. BOX 21638 LITTLE ROCK, ARKANSAS 72221 (501) 225-0500 FAX: (501) 225-0602

Additionally, Peters & Associates Engineers, Incorporated, has examined the issue of constructing Shiloh Road east of Steele Avenue. We recommended that this extension not be made for the following reasons:

Figure 7 presently shows Steele Avenue providing a direct connection to Gregg Street west from Steele Avenue via Shiloh Road . If a connection is made to the east from Steele Avenue the direct connectivity to Steele Avenue to Gregg Street is lost.

- If Shiloh Road is extended to the east, another intersection is created that will require some sort of traffic control.

- An extension of Shiloh Road to the east may interfere with the provision for a future grade separation across U.S. Highway 71 B and associated ramps.

- Lots 7and 8 are adequately served by the Van Asche Road extension and local access roads that may be built or required as a part of a large-scale development plan for these lots.

Sincerely,
PETERS AND ASSOCIATES ENGINEERS, INC.

Ernest J. Peters, P.E.
President

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APPENDIX

Site Plan

Traffic Signal Warrants Criteria

INTRODUCTION

Peters & Associates Engineers, Inc., has conducted a traffic engineering study relating to a commercial development site on the west side of College Avenue (U.S. Highway 71B) at Joyce Boulevard in Fayetteville, Arkansas. The commercial site has been re-zoned and is proposed to be developed, consisting of multiple sites of mixed commercial and office uses, as indicated on the project site plan (a reduced copy of the site plan is included in the Appendix for reference). The proposed land uses are summarized in Table 1, "Zoning Classification and Proposed Land Uses."

Zoning Classification	Use	Acres
C-I	Retail	41 acres
C-2	Specialty Shops	24 acres
C-2	Large User	85 acres
C-2	Amended Specialty Retail	15 acres
R/O	Residential Office	44 acres
C-2	Hotel	47 acres
C-2	Restaurant	17 acres
Common / Greenway		36 acres
	TOTAL:	309 acres

Table 1 - Zoning Classifications and Proposed Land Uses

This is a report of methodology and findings relating to a traffic engineering study undertaken to:

- Evaluate the street plan proposed to serve the site relative to the City of Fayetteville's Master Street Plan for the area and make recommendations for mitigative improvements, or Master Street Plan modifications which may be necessary and appropriate to ensure minimum impact and adequate traffic operations.

- Identify the effects on traffic operations resulting from existing traffic in combination with site generated traffic associated with full development of the site.

- Determine if traffic signal control will be warranted at any of the vicinity intersections.

In the following sections of this report there are presented traffic data, study methods, findings and recommendations of this traffic engineering investigation. The traffic engineering

study is technical in nature. Certain data and calculations relative to traffic operational analysis are referenced in the report. Complete calculations and data are included in the Appendix of the report.

THE SITE and VICINITY

The location of the development is within the City of Fayetteville, Arkansas. The site is located on the west side of College Avenue, north of the U.S. Highway 71 bypass connection. The site consists of a total of 309 acres, with approximately 170 acres in the first phase of the development. The site is presently vacant. The site and vicinity are shown on Figures 1, 2 and 3, which follow.

Access to the site, as shown on the plan, is proposed from existing streets and new streets proposed to be constructed as a part of this development. A main access street (Steele Avenue) has been proposed through the middle of the site, connecting with Joyce Boulevard, Van Asche Drive and Shiloh Drive. Additionally Steel Avenue will extend north to connect with the existing outer loop road on the west side of the Northwest Arkansas Mall. A major east-west connecting street is also planned, intersecting Steele Avenue as well as Gregg Street at Van Asche Road.

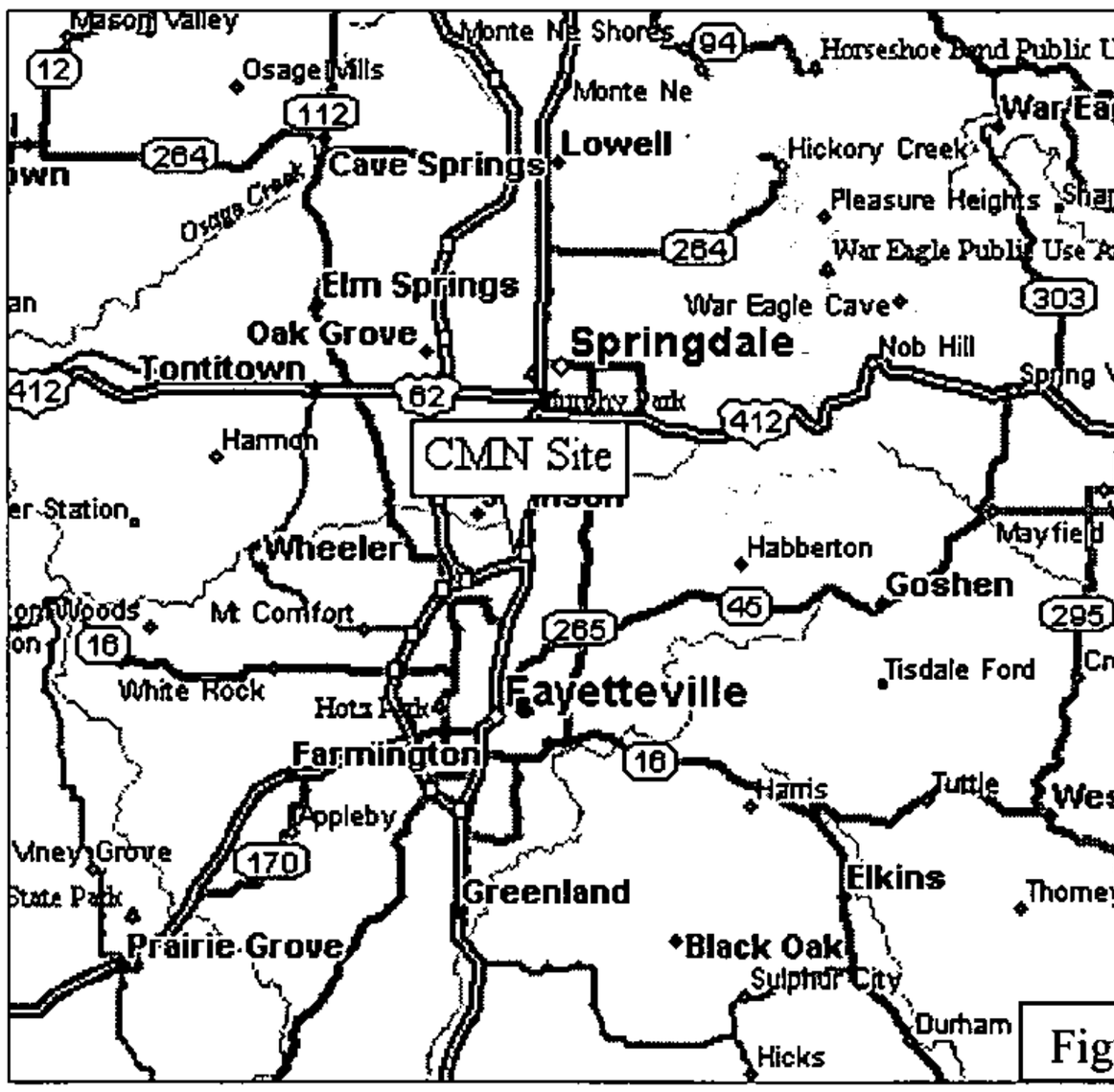


Figure 1 – Area Map

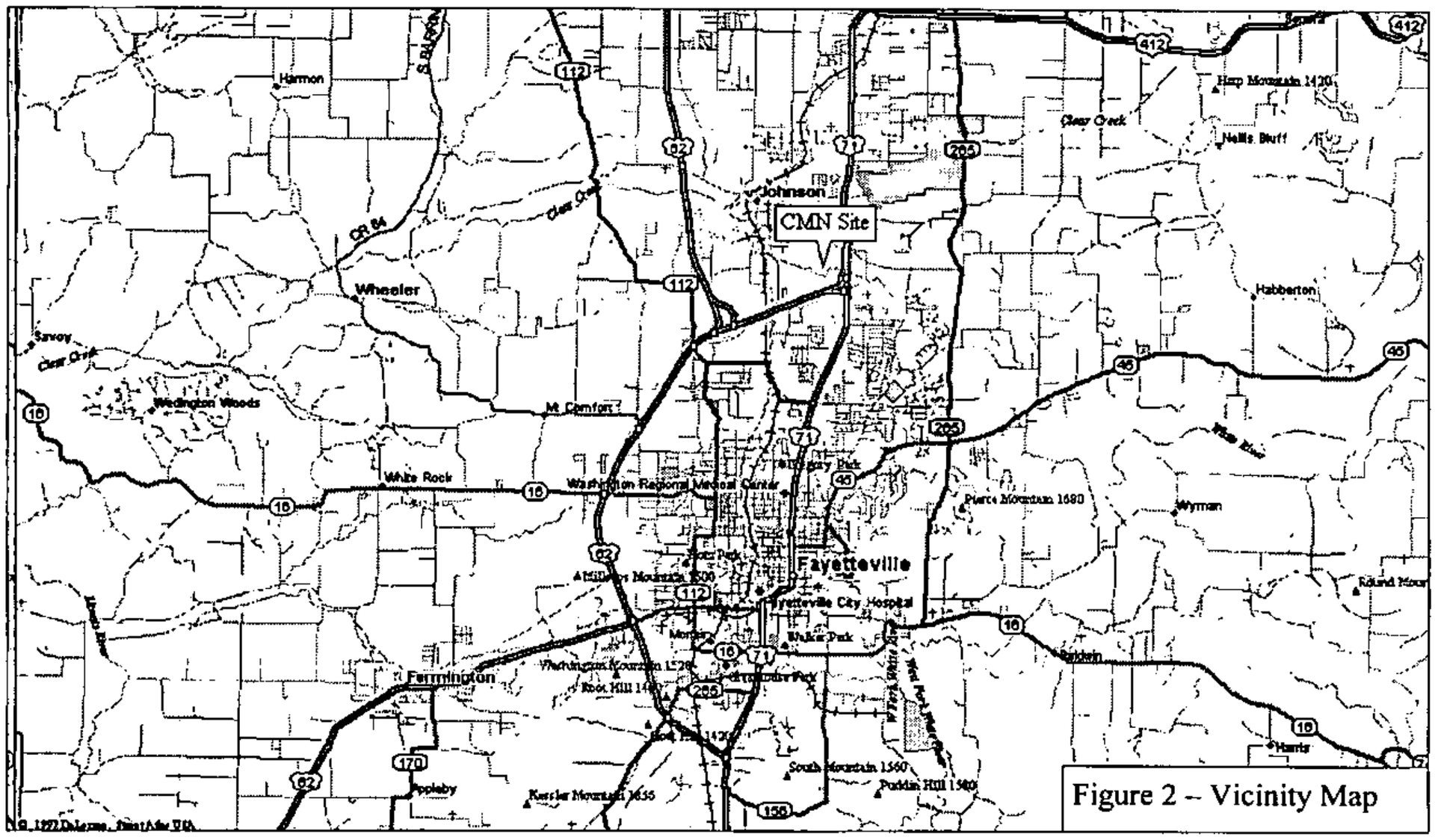


Figure 2 – Vicinity Map

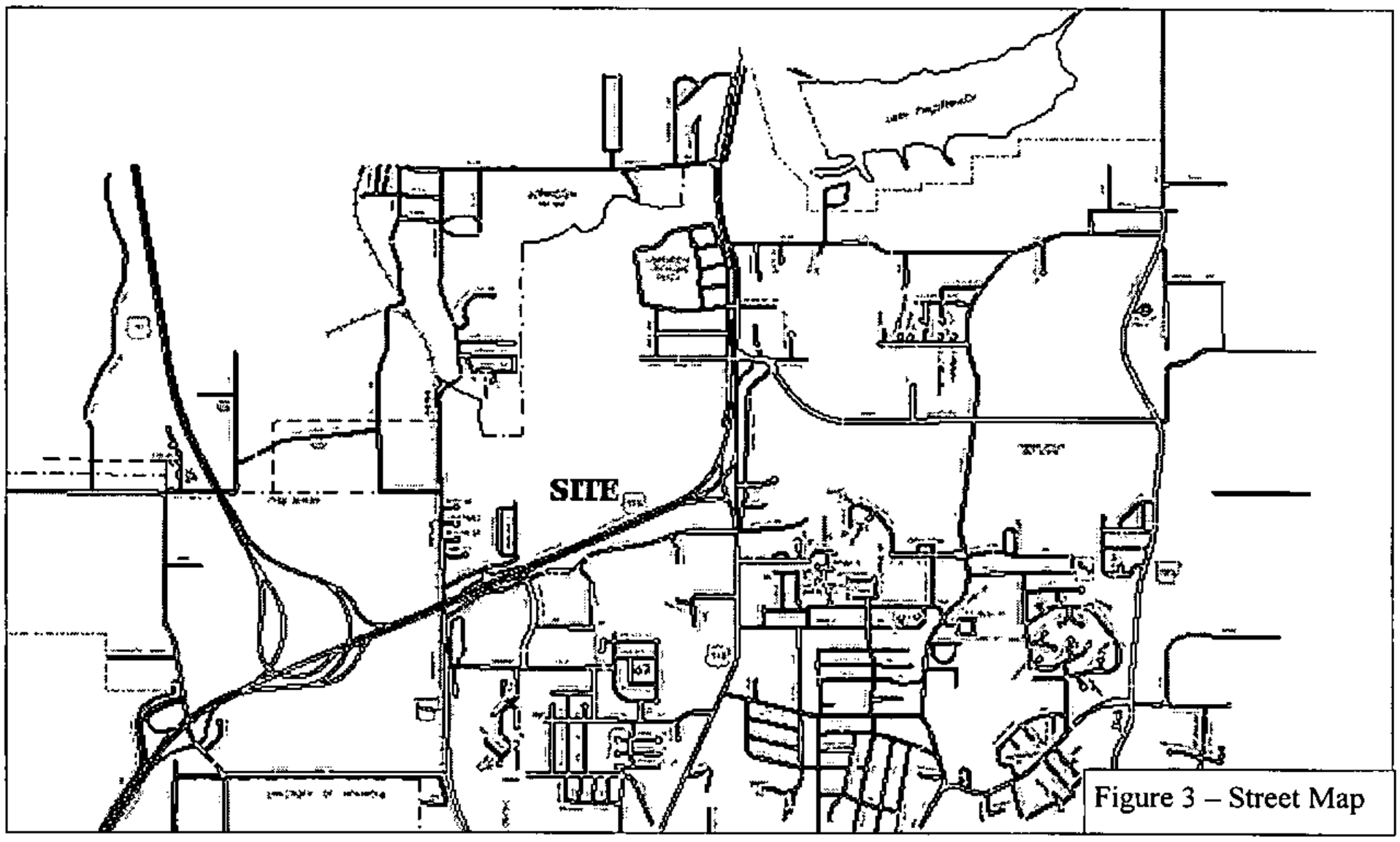


Figure 3 – Street Map

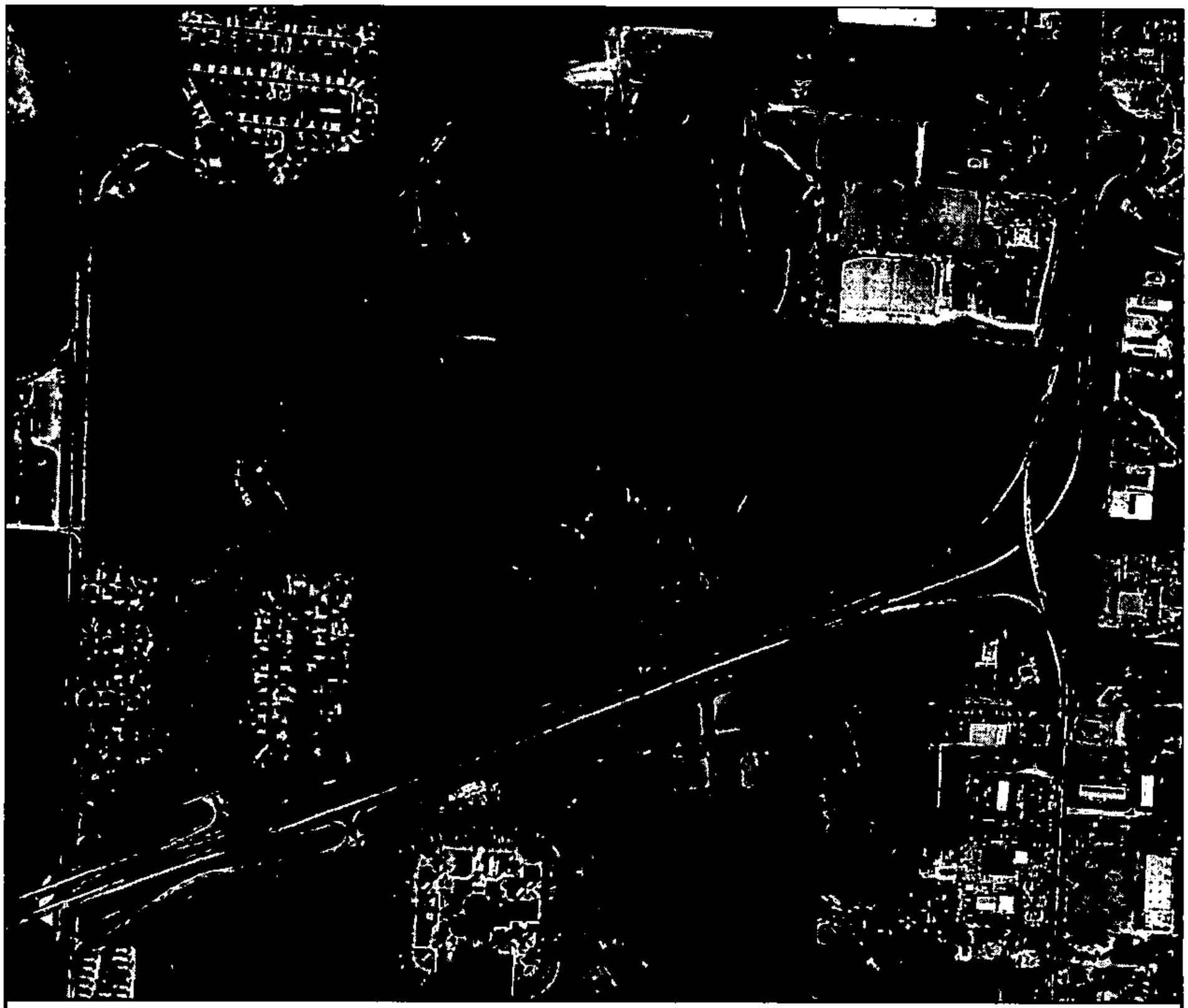


Figure 4 - Area Aerial Photo

The surrounding area is presently a major commercial corridor, consisting of the Northwest Arkansas Mall, Spring Creek Centre and other strip retail on the east side of U.S. Highway 71B. The aerial photo above shows the general features of the vicinity of the proposed development.

Possible need for improvements to surrounding streets at the site have been analyzed as a part of this study. An evaluation of proposed streets to serve the development and improvements recommended are stated in a subsequent section of this report.

The development plan is included in the Appendix.

MASTER STREET PLAN ISSUES

Figure 5, "City Master Street Plan," shows that portion of the City's Master Street Plan in the vicinity of this development project. This study addresses the relationship between the roadways shown on the Master Street Plan and streets proposed to be constructed as a part of this development. A portion of the City's Master Street Plan for the vicinity of this development is included in this report as Figure 5, "City Master Street Plan."

The City has effected a change to its Master Street Plan with the approval of a recent phase of the development of Spring Creek Centre. That change calls for the extension of Mall Lane south through the Spring Creek Centre to replace the collector street shown on the Master Street Plan through the developed Wal-Mart Supercenter site.

The Steele Avenue roadway shown as a part of the first phase of this project it is proposed as the north-south roadway, west of Mall Lane, called for on the City's Master Street Plan. The adequacy of Steele Avenue to serve as the street called for as a part of the City's Master Street Plan is addressed as a part of this study.

Shiloh Drive, extending south along the west side of U.S. Highway 71B and continuing west along the north side of the U.S. Highway 71 bypass, is another roadway shown on the City's Master Street Plan. This roadway presently ends north of Mudd Creek, serving as a local access street to businesses that front on it south of Joyce Boulevard. Utility of Shiloh Drive is limited by design as a result of the traffic operational limitations imposed on its intersection with Joyce Boulevard, immediately west of U.S. Highway 71B. These limitations allow only for eastbound to southbound and northbound to eastbound right turn movements. No cross traffic nor left turns are possible at this intersection. The extension of Shiloh Drive across Mudd Creek, through this site is addressed as a part of this study.

Another component of the Master Street Plan is that of a "fly-over" connection between U. S. Highway 71B and the U.S. Highway 71 bypass connection. This component would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound. It is shown on the Master Street Plan to also provide connection to local access streets within the area of this development. This component is also addressed as a part of this study.

EXISTING TRAFFIC CONDITIONS

Hourly, 24-hour traffic counts and manual turning movement counts have been made by this consultant at various locations in the vicinity of this project. The hourly traffic volume data is summarized on Tables 2 and 3. As a part of this consultant's work on the Spring

	West Joyce Boulevard		West Joyce Boulevard		Gregg-Wilkerson		Gregg-Wilkerson	
	W. of Wal-Mart		E. of Gregg-Wilkerson		S. of Joyce		N. of Joyce	
TIME	Eastbound Count	Westbound Count	Eastbound Count	Westbound Count	Northbound Count	Southbound Count	Northbound Count	Southbound Count
19:00	136	175	203	240	357	419	299	554
20:00	83	157	128	240	185	295	231	291
21:00	54	140	94	149	136	171	142	138
22:00	32	73	64	150	107	148	122	94
23:00	18	21	41	160	110	144	170	107
00:00	5	18	22	60	39	72	44	33
01:00	7	6	11	28	28	44	45	34
02:00	2	9	5	11	10	17	18	9
03:00	6	1	7	5	11	8	7	3
04:00	11	5	0	1	0	5	0	4
05:00	11	2	7	6	6	10	2	9
06:00	34	14	6	1	7	9	3	12
07:00	80	51	17	10	15	28	14	25
08:00	96	46	36	14	68	69	70	106
09:00	114	82	81	48	231	209	234	348
10:00	136	104	96	51	171	142	131	243
11:00	148	141	108	75	153	136	126	190
12:00	183	171	120	91	179	141	138	199
13:00	146	212	139	133	244	210	242	285
14:00	132	197	177	201	259	233	233	273
15:00	155	172	152	192	249	229	223	277
16:00	173	213	133	203	259	210	253	220
17:00	217	225	182	215	283	265	263	337
18:00	161	207	169	249	370	292	313	349
24-Hr Total	***2140***	***2442***	***1998***	***2533***	***3477***	***3506***	***3323***	***4140***

Table 2 – Hourly Traffic Volume Data

Street Name:	JOYCE BLVD						HWY 71B					
FROM TIME	TO TIME	EB LT	EB ST	EB RT	WB LT	WB ST	WB RT	NB LT	NB ST	NB RT	SB LT	SB ST	SB RT
4:00	4:15	49	60	53	132	67	49	113	373	143	56	429	41
4:15	4:30	48	45	50	87	49	43	92	350	127	61	357	23
4:30	4:45	42	48	41	130	55	47	111	340	145	57	297	36
4:45	5:00	42	50	70	129	49	44	148	365	109	54	353	34
	Sub-Total:	**181**	**203**	**214**	**478**	**220**	**183**	**464**	**1428**	**524**	**228**	**1436**	**134**

Street Name:	JOYCE BLVD						MALL AVENUE					
FROM TIME	TO TIME	EB LT	EB ST	EB RT	WB LT	WB ST	WB RT	NB LT	NB ST	NB RT	SB LT	SB ST	SB RT
4:30	4:45	10	29	2	70	33	51	9	6	52	40	5	21
4:45	5:00	22	30	2	57	37	50	9	8	54	43	12	27
5:00	5:15	17	44	6	63	39	44	16	11	51	64	13	28
5:15	5:30	14	42	2	61	27	48	15	4	48	58	9	27
	Sub-Total:	**63**	**145**	**12**	**251**	**136**	**193**	**49**	**29**	**205**	**205**	**39**	**103**

Table 3 – PM Peak Hour Turning Movement Count Data
Joyce Boulevard at U. S. Hwy 71B and at Mall Lane

Creek Centre development, traffic volumes have been projected beyond existing counts to reflect traffic conditions at full development of that project. This traffic volume data is summarized on Table 4.

TRIP GENERATION RATES AND SITE TRAFFIC PROJECTIONS

The Trip Generation, an Informational Report, 1991, published by the Institute of Transpor-

TRACT REFERENCE	LAND USE	APPROXIMATE SQ. FT.	24-HOUR TWO-WAY VOLUME	PM PEAK HOUR VOLUME	
				ENTER	EXIT
Based on Actual Land Uses as of 10-21-97					
Sub-total occupied North of Joyce		*100,415*			
Sub-total occupied South of Joyce		*411,400*			
Summary of future development					
Phase IV (future) North of Joyce		*50,000*			
Phase III (future) West of National		*83,655*			
Projected Total at Full Build-Out:		***645,470***	***23,598***	***1,216***	***1,216***

Table 4 – Spring Creek Centre Traffic Volumes – Full Build-Out

tation Engineers (ITE) and The Trip Generation Software (Version 5 by Microtrans), as well as the ITE 5th Edition 1995 Update, were utilized in calculating the magnitude of traffic volumes expected to be generated by the proposed retail commercial land use of this development.

The first phase of this development consists of property in the corridor along Steele Avenue, south of Joyce Boulevard. The proposed commercial lots comprising this phase are summarized on Table 5 below. The complete development at full build out, as re-zoned by the City is summarized in Table 6 below. This full build out condition is what has been analyzed as a part of this study.

Using the selected trip generation rates, calculations were made as a part of this study to provide a reliable estimate of traffic volumes which can be expected to be associated with the development as proposed. These calculations are made by applying the appropriate trip generation rates to the land use proposed for the development. Results of this calculation are summarized on Table 7, "Trip Generation Full Development CMN Business Park II," below. Trip generation calculations herein made are for the condition of full development of the site, consistent with the acreage and reasonable building square footage of the various zoning classifications approved for the site.

Table 5
CMN Business Park II Phase I Lot Data

Phase I Development Lot Data			
TRACT No.	ZONED	FLOODWAY AREA Acres	TOTAL AREA Acres
1	C-2	1.83	35.39
2	C-2	x	5.79
3	C-2	x	7.45
4	C-2	x	6.97
5	C-1	1.77	8.78
6	C-1	x	11.99
7	C-2	x	19.40
8	C-2	5.45	21.11
9	C-2	1.12	25.70
10	C-2	x	7.12
11	C-2	x	6.92
	Totals:	10.17	156.62

Table 6
CMN Business Park II
As Re-Zoned

Zoning Classification	Use	Acres	Sq. Feet
C-I	Retail	41 acres	377,000 S.F.
C-2	Specialty Shops	24 acres	250,000 S.F.
C-2	Large User	85 acres	847,000 S.F.
C-2	Amended Specialty Retail	15 acres	136,000 S.F.
R/O	Residential Office	44 acres	700,000 S.F.
C-2	Hotel	47 acres	350.000 S.F.
C-2	Restaurant	17 acres	36,000 S.F.
Common / Greenway		36 acres	
	TOTAL:	309 acres	2,696,000 S.F

PROPOSED ZONING	PROPOSED LAND USE	APPROXIMATE SQ. FT.	24-HOUR TWO-WAY VOLUME	PM PEAK HOUR VOLUME	
				ENTER	EXIT
R-O	Office	700,000	6,890	155	744
C-1	Retail	377,000	12,833	599	599
C-2	Speciality Retail	250,000	6,638	310	310
C-2 (Amended)	Speciality Retail	136,000	3,611	169	169
C-2	Large Scale Retail	847,000	22,489	1050	1050
C-2	Restaurant	36,000	2,246	116	57
C-2	Hotel	350,000	1,531	72	62
	TOTALS:	**2,696,000**	**56,238**	**2,471**	**2,991**

Table 7 – Trip Generation Full Development CMN Business Park II

The tracts of the various zoning classifications comprising this development are shown below on Figure 6.

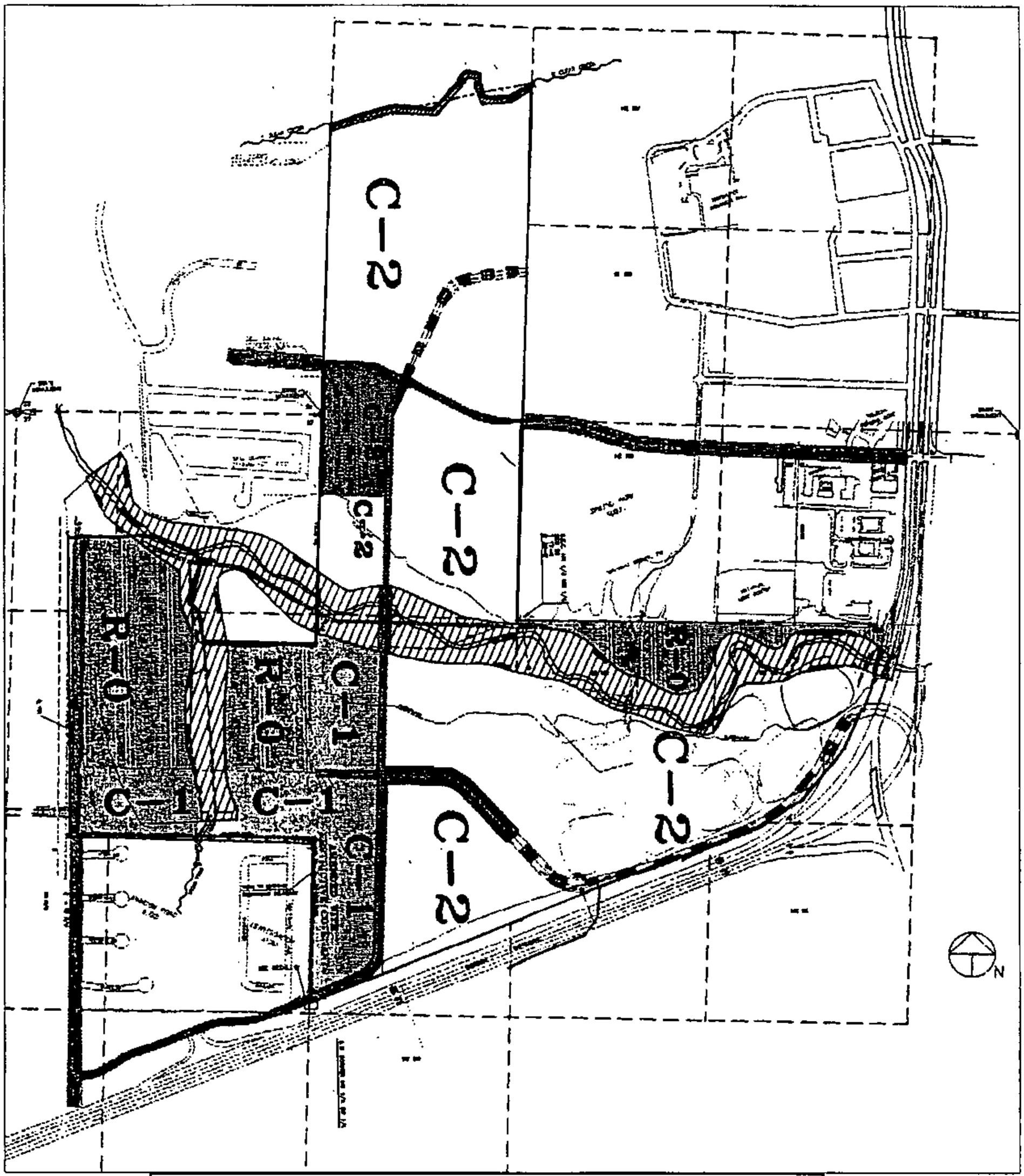


Figure 6 – Zoned Tracts – CMN Business Park II

TRAFFIC VOLUME ASSIGNMENTS

Once projected traffic was estimated for the site, directional distributions were made to reflect the anticipated origin and destination of the site traffic. Directional distribution percentages used in this analysis are shown on Figure 7.

The projected traffic volumes shown on Figure 7, result from applying the percentages shown to the projected site generated traffic summarized on Table 7, "Trip Generation Full Development CMN Business Park II," above.

Values shown on Figure 7, in addition to the existing traffic volumes (projected to also include full build-out also of Spring Creek Centre), are the values used in traffic volume assignments and capacity and level of service calculations conducted as a part of this study. The effect of existing background traffic (i.e. the adjacent street non-site traffic which exists, plus Spring Creek at full build-out) has thus been accounted for in this analysis. The site and background traffic volumes have been combined and the results are also depicted on Figure 7.

Traffic operations analysis calculations were performed for the several roadways proposed to serve the site at full development. This was done by performing capacity and level of service calculations for the combined existing and projected traffic volumes for the street network. The traffic operations analysis results are described and presented in a subsequent section of this report.

CAPACITY AND LEVEL OF SERVICE

Generally, the "capacity" of a street is a measure of its ability to accommodate a certain magnitude of moving vehicles. It is a rate as opposed to a quantity, measured in terms of vehicles per specified time period. More specifically, street capacity refers to the maximum number of vehicles that a street element can be expected to accommodate in a given time period under the prevailing roadway and traffic conditions.

Level of Service (LOS) ordinarily has a letter designation relative to the various operating characteristics, ranging from "A" as the highest quality to "F" considered total breakdown. The various Levels of Service are generally described as follows:

Level of Service A: This is the highest quality of traffic service a particular street can provide. It is a condition of free flow in which there is little or no restriction on speed or maneu-

verability caused by the presence of other vehicles.

Level of Service B: This is a zone of stable traffic flow. Operating speed is beginning to be restricted by other traffic. This level of service approximates typical design volumes for high-type facilities and is considered totally acceptable.

Level of Service C: This level is still considered a zone of stable traffic flow, but at this volume and density most drivers are becoming somewhat restricted in their freedom to select speed, lane changes, or to pass other vehicles. This level of service is ordinarily the targeted design level at which engineers aim for facilities to operate, but not exceed, during their service life.

Level of Service D: This level approaches unstable flow. Tolerable average operating speeds are usually maintained but are subject to considerable and sudden variations. Freedom to maneuver and drive in comfort are low because of lane densities. At this level, the probability of accidents is greater.

Level of Service E: This level represents operating conditions at or near capacity level. Speeds are reduced to a low, but relatively uniform value. Freedom to maneuver within the traffic stream is extremely difficult, and it is generally accomplished by forced movements. Operations at this level are usually unstable in that small increases in flow can cause breakdown.

Level of Service F: This level describes "forced flow" operations. Speed and rate of flow are below the levels of higher service levels. Operations at this level are almost universally considered by motorists to be unacceptable.

Traffic operational calculations were performed as a part of this study for traffic operating conditions of existing traffic and for existing plus full development projected traffic. This analysis was performed using the Highway Capacity Software (U.S. Department of Transportation, January, 1987). This computer program has been proven to be reliable when used to analyze capacity and levels of traffic service under various operating conditions. Detailed calculations for all capacity calculations are included in the Appendix. Factors included in the analysis are as follows:

- Directional distribution of projected traffic volumes.
- Proposed street network to serve the area.
- Existing and proposed number of traffic lanes on the various street segments.
- Existing background traffic volumes and projected site generated volumes.

- Existing or proposed traffic control.

CAPACITY ANALYSIS

Results: Capacity and Level of Service Analysis - Projected Traffic

Capacity and level of service calculations were made at the following intersections as a part of this study. These calculations provide an indication of traffic operations projected to occur once full development of CMN Business Park II is fully developed. These calculations also include projected traffic associated with the full build-out of Spring Creek Centre as has been approved by the City.

- Gregg Street at By-Pass
- Shiloh Road east of Gregg Street
- Gregg Street at Van Asche Road
- Van Asche Road (extn.) east of Gregg Street
- Joyce Boulevard east of Steele Avenue.
- Joyce Boulevard east of Gregg Street
- Steele Avenue north of Shiloh Road
- Steele Avenue south of Joyce Boulevard
- Steele Avenue north of Joyce Boulevard
- Van Asche Road (extn.) east of Steele Avenue
- Mall Lane at Joyce Boulevard

Traffic volumes used for the projected traffic conditions are shown on Figure 7. Capacity and level of service calculations were performed for projected traffic conditions at full development. The level of service results the analysis are summarized in Table 8, "Capacity and Level of Service Results Summary," shown below. Shown in Table 9, "Capacity and Level of Service Thresholds," are the general limits of roadway vehicular capacity for various levels of service for select lane configurations.

As indicated in the LOS summary, for full development, none of the roadway segments drop to an unacceptable level of service. Traffic signal control needs, to assure acceptable level of traffic operations, and signal warrants for some of the intersections are addressed in the next section of this report.

STREET SEGMENT	24-HR VOLUME 2-WAY EX. & PROJECTED	PROPOSED or PLANNED No. of LANES	CAPACITY at "C" LOS	PROJECTED LEVEL OF SERVICE
Gregg St. at By-Pass	23855	4	25132	Better than "C"
Shiloh Rd. East of Gregg St.	5624	2	11860	Better than "C"
Gregg St. at Van Asche Rd.	21616	4	25132	Better than "C"
Van Asche Rd. (extn.) East of Gregg St.	9841	2	11860	Better than "C"
Joyce Blvd. East of Steele Avenue.	10228	4	25132	Better than "C"
Joyce Blvd. East of Gregg St.	15777	4	25132	Better than "C"
Steele Avenue North of Shiloh Rd.	5624	2	11860	Better than "C"
Steele Avenue South of Joyce Blvd.	11249	3	14447	Better than "C"
Steele Avenue North of Joyce Blvd.	5623	3	14447	Better than "C"
Van Asche Rd. (extn.) East of Steele Avenue	6187	2	11860	Better than "C"
Mall Lane at Joyce Blvd.	9740	3	14447	Better than "C"

Table 8 - Capacity and Level of Service Results: Full Development

NUMBER OF LANES (BOTH DIRECTIONS)		LEVEL OF SERVICE C	D	E
2	24-HR VOLUME->	11,860	14,447	15,943
4	24-HR VOLUME->	25,132	29,937	32,440
6	24-HR VOLUME->	38,723	45,561	48,971

Table 9 - Capacity and Level of Service Thresholds

TRAFFIC SIGNAL WARRANTS ANALYSIS

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. Satisfaction of conditions for only one of the warrants, as specified, is required for signalization. These warrants, as specified in the Manual on Uniform Traffic Control Devices. (MUTCD) are described in detail in the appendix of this report. They are summarized as follows:

→ Warrant One: Minimum Vehicular Volume
→ Warrant Two: Interruption of Continuous Traffic
→ Warrant Three: Minimum Pedestrian Volume
→ Warrant Four: School Crossings
→ Warrant Five: Progressive Movement
→ Warrant Six: Accident Experience
→ Warrant Seven: System
→ Warrant Eight: Combination of Warrants

→ Warrant Nine: Four Hour Volumes
→ Warrant Ten: Peak Hour Delay
→ Warrant Eleven: Peak Hour Volumes

SIGNAL WARRANTS RESULTS

Projected traffic conditions, as depicted on Figure 7, and the average weekday trip generation for the site shown on Table 7, provide the basis of signal warrants analysis.

Traffic signal warrants analysis was made for the following intersections:

⇒ Steele Avenue and Joyce Boulevard
⇒ Shiloh Road and Gregg Street
⇒ Gregg Street and Van Asche Road
⇒ Joyce Boulevard and Gregg Street
⇒ Van Asche Road and Steele Avenue

It was found that the combined existing and site generated traffic volumes are projected to be of sufficient magnitude needed to satisfy established traffic signal warrant criteria for following intersections:

⇒ Steele Avenue and Joyce Boulevard
⇒ Shiloh Road and Gregg Street
⇒ Gregg Street and Van Asche Road
⇒ Joyce Boulevard and Gregg Street
⇒ Van Asche Road and Steele Avenue.

Volumes at these intersections are projected to be satisfied. These results are summarized in Table 10. Traffic signal control will be appropriate and is recommended for the intersections. The timeframe for construction of a signal at these locations should be dependent on the development schedule, and consistent with it to allow proper control where and when needed.

INTERSECTION	24-HR VOLUME				WARRANT 1		WARRANT 11	
	NB	SB	EB	WB	YES	NO	YES	NO
Steele Avenue and Joyce Boulevard	4218	2823	7763	5265	X		X	
Shiloh Road and Gregg Street	13319	10536	N/A	2812	X		X	
Gregg Street and Van Asche Road	11913	9763	2812	5623	X		X	
Joyce Boulevard and Gregg Street	6135	5185	N/A	8065	X		X	
Van Asche Road and Steele Avenue	1406	7031	4218	3375	X		X	

Table 10– Signal Warrants Analysis

OTHER CONSIDERATIONS

Phasing: The phasing of this development lends itself to phased roadway construction as well. The street network components proposed to be constructed as a part of the development serve primarily the adjacent uses they will serve, and have a secondary benefit to completion of a street network and the benefit of connectivity they will offer to adjoining land uses when completed.

Planned and Pending Roadway Improvements: The City of Fayetteville has a project to improve Gregg Street north from the U.S. Highway 71 bypass, through Joyce Boulevard, including major bridge construction, connecting to Main Street in Johnson. A portion of this improvement project is under construction, nearing completion.

Additional Access to U.S. Highway 71 bypass: The City's Master Street Plan includes a connection between U.S. Highway 71B and the U.S. Highway 71 bypass. This component would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound. It is shown on the Master Street Plan to also provide connection to local access streets within the area of this development. This "fly-over" grade separated connection is one which would be capable of high volume capacity for the intended movement and would minimize or eliminate the "u-turn" movement now present at the U.S. Highway 71B and Joyce boulevard intersection. This "u-turn" movement however is only approximately 70 vehicles in the worst case PM peak traffic hour, or only about 640 vehicles per day. This volume is far from sufficient to justify its construction the "fly-over" connection. A connection of the "fly-over" to the eastern portion of this site would attract some additional volume, depending on the particular land uses developed in the southeastern corner of the site. Even with this additional volume, this costly connection is difficult to justify.

Overpass and Reconstructed Gregg Street Interchange: Within the last year there has been some discussion concerning the prospect of an overpass and new interchange on the U.S. Highway 71 bypass which would replace the rather unorthodox Gregg Street interchange. Such overpass would connect between North Hills Boulevard on the south side of the bypass and with Steele Boulevard on the north side. New ramps on and off of the U.S. Highway 71 bypass connection would replace the ramps connecting with Futrall Drive on the south and Shiloh Drive on the north. A schematic layout of such overpass and interchange is shown on Figure 8 below.

Preliminary discussions Arkansas State Highway and Transportation Department officials indicate an awareness of the capacity and safety limitations of access from the bypass at

the existing Gregg Street on-off ramps. They also have stressed that any such new construction would have to satisfy both AHTD and Federal Highway Administration (FHWA) design criteria. If such is constructed, it would provide for direct overpass access between properties on the north and south sides of the bypass connection of U.S. Highway 71 and on- and off-ramp access to the highway. Any decision by AHTD on a new interchange or overpass in the vicinity would only be arrived at after a detailed traffic study is made to address the feasibility, benefits, impacts and schematic design options for such improvement. Issues which would have to be addressed would include: design standards, improvements to vehicular capacity and level of service, local street and highway network benefits, cost and construction feasibility. This study is unlikely to be undertaken at the initiative of AHTD, but rather would have to be conducted as an independent study, conforming to applicable AHTD and FHWA standards.

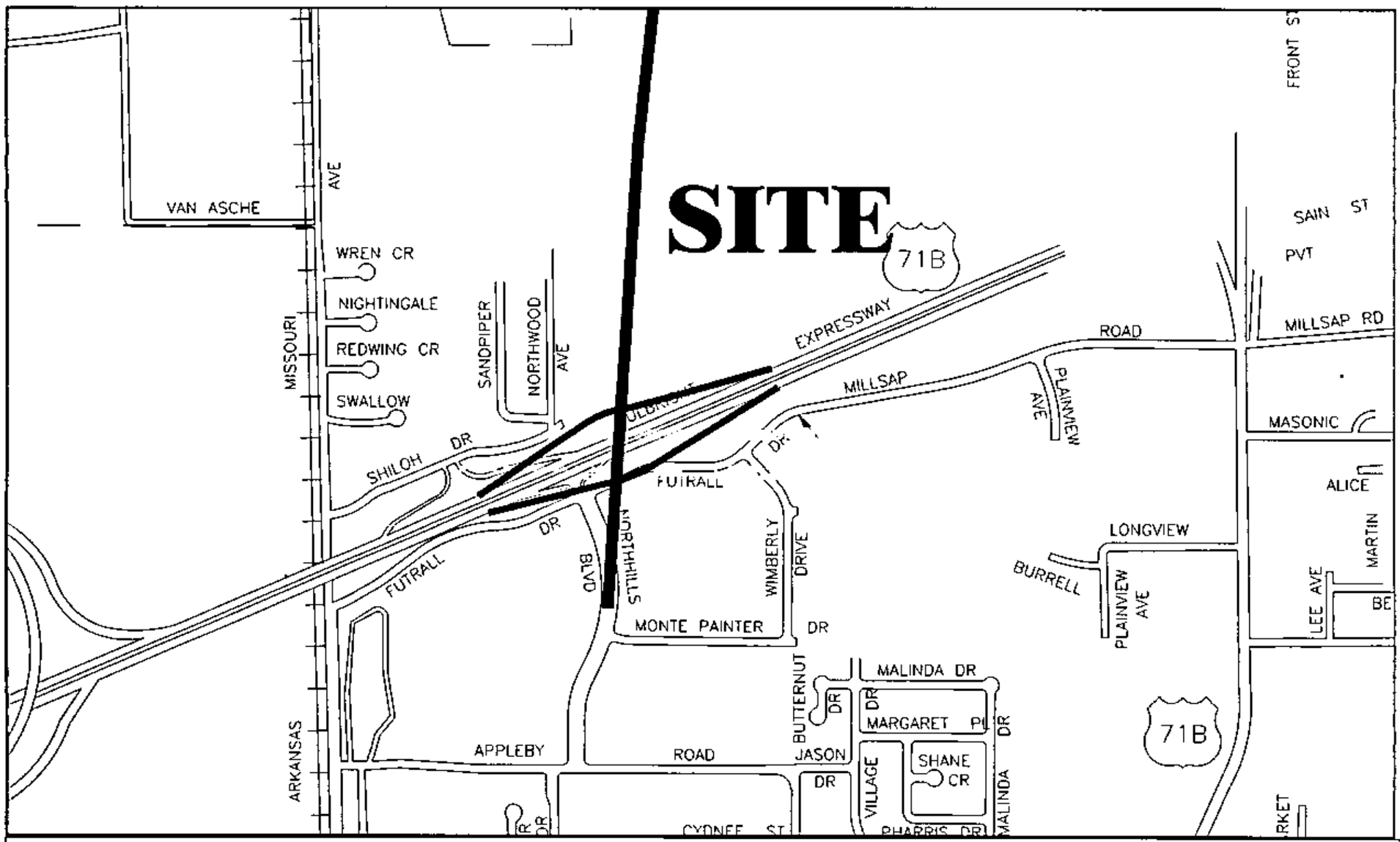


Figure 8 - North Hills Boulevard – Steele Avenue Overpass and Interchange Schematic

Based on the results of analysis of access planned for this development, there is not a compelling need for the overpass and new interchange. There would, however be benefit in the form of more direct and convenient access to the U.S. Highway 71 bypass. The scope of such project would likely be beyond that of any single private entity, but could perhaps be successfully undertaken by a major joint public-private partnership.

It is noted that the street system planned as a part of this development would easily lend itself to accommodating such new interchange and overpass if certain limits are adhered to relative to site access within the approximate limits of construction necessary for such interchange.

FINDINGS and RECOMMENDATIONS

This study has examined the traffic operations in the vicinity of CMN Business Park II in Fayetteville, Arkansas. A number of conditions existing and projected at full development of this site and physical factors relating to the adjacent street, traffic control and existing background traffic volumes were considered in evaluating the traffic operations which exist and which are projected in the vicinity of the site. These have included:

- Existing traffic volumes on the adjacent streets and highways.
- The character and magnitude of the development proposed for the site.
- Other development planned or approved by the City of Fayetteville.
- Site plan layout and proposed streets.
- The roadway geometry of the street system planned to serve the land uses proposed and zoned.
- Projected "vehicle trips" or traffic volumes estimated to be generated by the proposed site as well as other impending development.
- Traffic control needs of site and non-site traffic.

Findings and recommendations of this study are summarized as follows:

- Traffic volumes projected to be generated by the proposed CMN Business Park II are approximately 56,000 vehicle trips (combined in and out) per average weekday.

- Capacity and level of service analysis results have indicated that the number of traffic lanes (as shown on Table 8) on the streets planned as a part of this development will be adequate to provide acceptable level of traffic service (LOS "C" or better). It should be noted that individual intersection approaches may require additional left or right turn lanes, which should be determined as the intersections are designed and construction plans prepared.

- The phasing of this development lends itself to staged roadway construction. The street network components proposed should be constructed in segments connecting with intersecting streets, without "dead end" segments. They will thus serve to also benefit

logical completion of the street network and will also offer the benefit of connectivity to adjoining land uses.

- The City's change to its Master Street Plan, with recent approval of a phase of an adjacent development has called for the extension of Mall Lane south through the Spring Creek Centre to this development. This collector street should be extended across Mudd Creek to also serve this development at which time as the land area south of Mudd Creek is developed. It should intersect with Steele Avenue to the west.

- The Steele Avenue as proposed as a part of the first phase of this project, is suitable in both location and function to serve the role of the proposed Master Street Plan north-south street segment shown south of Joyce Boulevard, between Mall Lane and Gregg Street.

- There is no significant benefit to either the overall street network nor the local land access by virtue of Shiloh Drive being extended south along the west side of U.S. Highway 71B and continuing west along the north side of the U.S. Highway 71 bypass. This roadway presently ends north of Mudd Creek, serving as a local access street to businesses that front on it south of Joyce Boulevard. Utility of Shiloh Drive is limited by design as a result of the traffic operational limitations imposed on its intersection with Joyce Boulevard, immediately west of U.S. Highway 71B. These limitations cause it to be difficult to assign any real benefit to a further southward extension of this street. Additional traffic on this street at its intersection with Joyce Boulevard would be undesirable. It should simply be removed from the City's Master Street Plan.

- A connection between U.S. Highway 71B and the U.S. Highway 71 bypass, consisting of a "fly-over" grade separated connection does not appear to have sufficient vehicular demand to be justified. This connection would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound and would minimize or eliminate the "u-turn" movement now present at the U.S. Highway 71B and Joyce boulevard intersection. In the event this facility is constructed, provision should be made within this development to accommodate it in terms of right-of-way provision and lot line placement to allow its construction. The prospect of a connection of the "fly-over" to the eastern portion of this site justifies site design allowing for it.

- The intersection of Steele Avenue and Joyce Boulevard, Shiloh Road and Gregg Street, Gregg Street and Van Asche Road, Joyce Boulevard and Gregg Street, and Van Asche Road and Steele Avenue are projected to meet traffic signal warrants with the additional traffic associated with the proposed development, in conjunction with existing traffic vol-

umes and volumes associated with other approved development in the immediate area. Signal control will be needed and is recommended.

- If new traffic signals are installed, as recommended, the traffic signal should be included in the City of Fayetteville's closed loop coordinated signal system which can be expanded from College Avenue and design should conform to the City's design standards. The streets controlled are or will be dedicated as public streets and conform to City design standards.

- Signal control will require approval by the City of Fayetteville and, in the case of Gregg Street and Shiloh Road, also the Arkansas State Highway and Transportation Department. The City and State will also have to review and approve construction plans for new traffic signals installed.

- Plans by the City to improve Gregg Street north from the U.S. Highway 71 bypass, through Joyce Boulevard (a portion of this improvement project is under construction and nearing completion) will be adequate in the Gregg Street corridor to support projected traffic volumes associated with this development and growth in background traffic.

- The concept of a new interchange on the U.S. Highway 71 bypass, connecting between North Hills Boulevard on the south and Steele Avenue on the north has promise for offering a significant connective roadway element in the street and highway network of the area. However, to date its feasibility, specific benefits, impacts and schematic design options for such improvement have not been assessed. Issues which remain to be addressed include: design standards, improvements to vehicular capacity and level of service, local street and highway network benefits, right-of-way availability, cost and construction feasibility. Even with these issues yet to be addressed, it would be wise to plan the southern portion of Steele Avenue, within this development, so as to allow for the prospect of such overpass and interchange. This should include limits on access to adjacent property to avoid future conflicts.

Traffic Signal Warrants Criteria

PETERS & ASSOCIATES
ENGINEERS, INC.

TRAFFIC SIGNAL WARRANTS DESCRIPTIONS

Warrant One -Minimum Vehicular Volume: This Warrant is satisfied when, for any eight hours of an average day, the traffic volumes shown below exist on the "Major Street" and on the higher volume "Minor Street" approach, to the intersection. These minimum vehicular volumes are commonly referred to as the "eighth-highest hour volumes."

Warrant One: Minimum Vehicular Volumes

NUMBER OF LANES ON EACH APPROACH		REQUIRED VOLUMES	
		VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	VEHICLES PER HOUR ON MINOR STREET (ONE APPROACH)
Major Street	Minor Street		
1	1	500	150
2 or more	1	600	150
2 or more	2 or more	600	200
1	2 or more	500	200

Warrant Two -Interruption of Continuous Traffic: In the MUTCD this Warrant sets forth criteria applicable under conditions where unusually long delays are experienced by relatively few vehicles on the "Minor Street" because of a deficiency or absence of acceptable gaps at a reasonable frequency in the thru traffic of the "Major Street". This Warrant is satisfied when, for any eight hours of an average day, the traffic volumes shown below exist on the major street and on the higher volume minor street approach to the intersection and where the traffic signal installation will not seriously disrupt progressive traffic flow.

Warrant Two: Interruption of Continuous Traffic

NUMBER OF LANES ON EACH APPROACH		REQUIRED VOLUMES	
		VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	VEHICLES PER HOUR ON MINOR STREET (ONE APPROACH)
Major Street	Minor Street		
1	1	750	75
2 or more	1	900	75
2 or more	2 or more	900	100
1	2 or more	750	100

Warrant Three -Minimum Pedestrian Volume: The MUTCD sets forth criteria applicable when pedestrians experience unusually long delays or hazards crossing the major street. This Warrant is satisfied when, for any concurrent eight hours of an average day, the following traffic volumes exist on the major street and the following pedestrian volumes exist on the highest volume pedestrian crosswalk.

Warrant Three: Minimum Pedestrian Volume

VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	PEDESTRIAN PER HOUR HIGHEST VOLUME CROSSWALK ACROSS MAJOR STREET
Major Street without raised median	
600	150
Major Street with 4-foot wide raised median	
1,000	150

Warrant Four - School Crossings: The MUTCD establishes criteria applicable to the installation of a traffic signal at an established school crossing. The Warrant is satisfied when the number of adequate gaps in the traffic stream is less than the number of minutes in the time period that school children are using in the crossing.

Warrant Five -Progressive Movement: The MUTCD establishes criteria applicable to traffic signal installations, when they would not otherwise be warranted, in order to maintain proper grouping of vehicles and effectively regulate group speed. This progressive movement warrant is satisfied when:

- On a one-way street or a street which has predominantly unidirectional traffic, the adjacent signals are so far apart that they do not provide the necessary degree of vehicle platooning and speed control; or

On a two-way street adjacent signals do not provide the necessary degree of platooning and speed control and the proposed and adjacent signals could constitute a progressive signal system.

Warrant Six -Accident Experience: The MUTCD sets forth criteria for traffic signal installations at intersections with accident experience where:

- Adequate trial of less restrictive remedies with satisfactory observance and enforcement has failed to reduce the accident frequency; and
- Five or more reported accidents of types susceptible to correction by traffic signal control have occurred within a 12-month period, each accident involving personal injury or property damage to an extent of $100 dollars or more; and
- There exists a volume of vehicular and pedestrian traffic not less than 80 percent of the requirements specified either in the Minimum Vehicular Volume Warrant, the Interruption of Continuous Traffic Warrant or the Minimum Pedestrian Volume Warrant; and
- The signal installation will not seriously disrupt progressive traffic flow.

Warrant Seven -Systems: The MUTCD sets forth criteria which may warrant the concentration and organization of traffic flow networks. The Systems Warrant is applicable when the common intersection of two or more major routes has a total existing or immediately projected entering volume of at least 800 vehicles during the peak hour of a typical weekday or each of any five hours of a Saturday and/or Sunday.

Warrant Eight -Combination of Warrants: In exceptional cases, traffic signals occasionally may be justified where no single signal warrant is satisfied, but where two or more of Warrants One, Two, or Three are satisfied to the extent of 80 percent or more of the stated values.

Warrant Nine-Four Hour Volumes: As the name implies, this warrant is based on 4-hour volumes instead of 8-hour volumes used in Warrants 1, 2, and 8. This warrant is satisfied when, for any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the curve in Figure 4-7 for the existing combination of approach lanes.

The requirements are lower when the 85th-percentile speed of major street traffic exceeds 40 mph, or when the intersection lies within a built-up area of an isolated community with a population under 10,000. The four-hour volume requirement is satisfied when the volumes referred to above the curve for the given combination of approach lanes shown in Figure 4-8.

Warrant Ten -Peak Hour Delay: The peak hour delay warrant is intended for application where, for one peak hour of the day, traffic conditions are such that minor street traffic experiences undue delay or hazard in entering or crossing the main street. The peak hour delay

warrant is satisfied when the conditions given below exist for one hour (any four consecutive 15-minute periods) of an average weekday.

The total delay experienced by the traffic on a side street controlled by a STOP sign equals or exceeds 4 vehicle-hours for a one-lane approach and 5 vehicle-hours for a two-lane approach, and

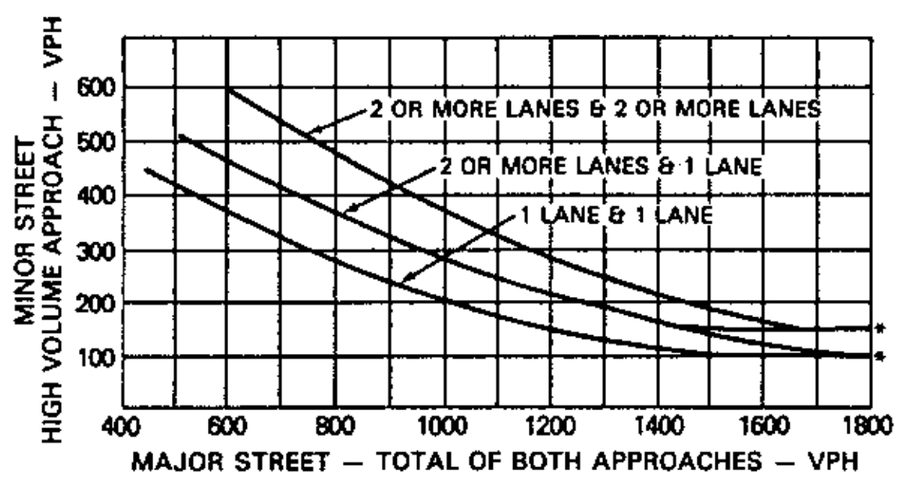
- The volume on the side street approaches equals or exceeds 100 vph for a one-lane approach or 150 vph for a two-lane approach, and
- The total entering volume serviced during this hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.

Warrant Eleven -Peak Hour Volume: The peak hour volume warrant is also intended for application where, for one peak hour of the day, traffic conditions are such that minor street traffic experiences undue delay or hazard in entering or crossing the main street.

The peak hour volume warrant is satisfied when plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) for any one hour (any four consecutive fifteen minute periods) of an average day falls above the curve in Figure 4-5 for the existing combination of approach lanes.

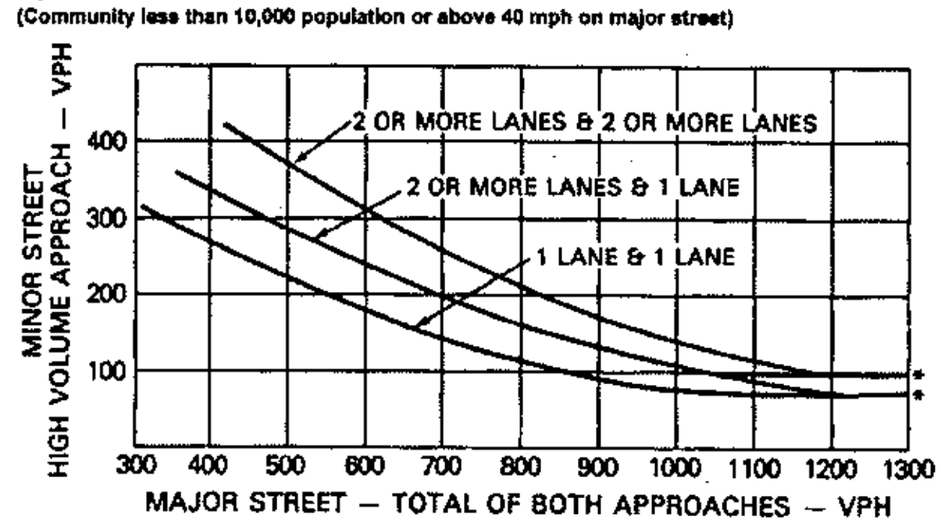
The requirements are lower when the 85th-percentile speed of major street traffic exceeds 40 mph, or when the intersection lies within a built-up area of an isolated community with a population under 10,000. The peak hour volume requirement is satisfied when the volumes referred to above the curve for the given combination of approach lanes shown in Figure 4-6.

Figure 4-5 Peak hour volume warrant.



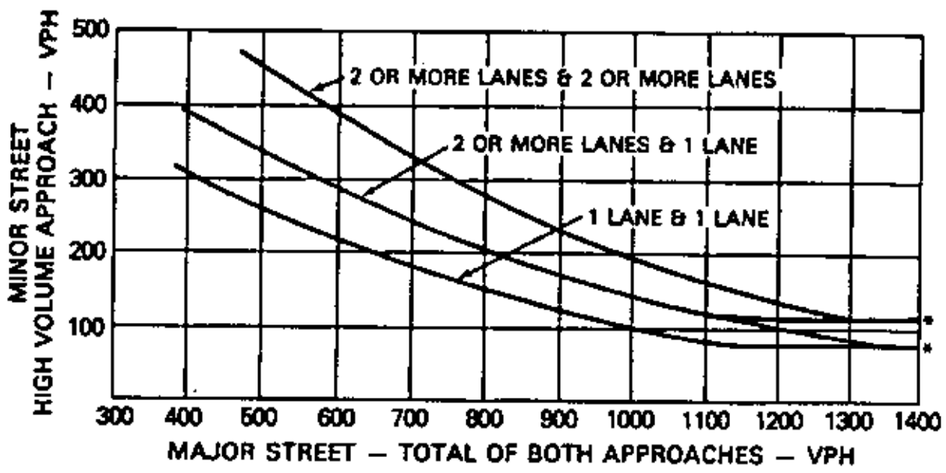
*NOTE: 150 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-6 Peak hour volume warrant.
(Community less than 10,000 population or above 40 mph on major street)



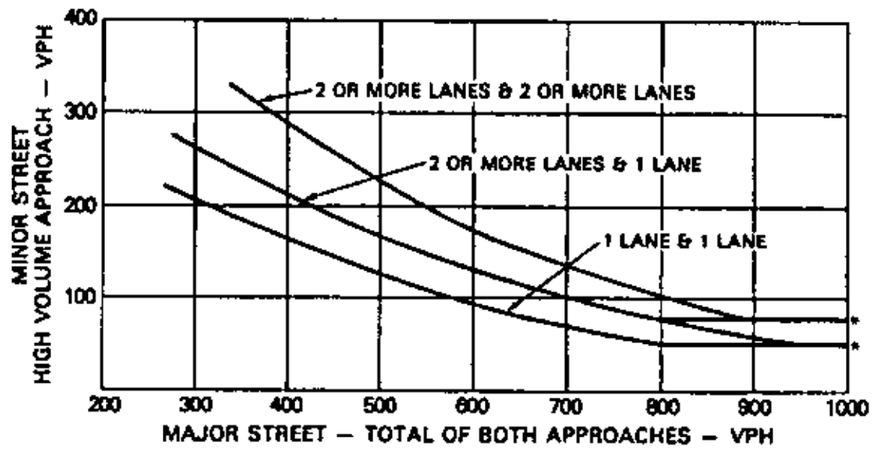
*NOTE: 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 75 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-7 Four hour volume warrant.



*NOTE: 115 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-6 Four hour volume warrant.
(Community less than 100,00 population or above 40 mph on major street)



*NOTE: 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 60 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

LETTER OF TRANSMITTAL

FROM: PETERS & ASSOCIATES
ENGINEERS, INC.
• CIVIL & TRAFFIC ENGINEERING •
P.O. Box 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

RECEIVED SEP 29 1998

FAX: (501) 225-0602

E-Mail-gbsimmons@traffic-engineers.com
Internet-http://www.traffic-engineers.com

TO:

Melvin Milholland
Milholland Engineer
205 West Center
Fayetteville, AR 72701

DATE: Monday, September 28, 1998

JOB No.: P-433
RE: CMN Business Park II

WE ARE TRANSMITTING THE FOLLOWING ITEM(S):

- [ ] Copy of Letter
- [ ] Plans
- [x] Report
- [ ] Maps
- [ ] Other

ITEM	DATE	Ref. No.	DESCRIPTION OR TITLE
1			5 ~~9~~ copies of report, addendum and Fig 7

THESE ARE SENT:

- [ ] For Approval
- [ ] For your use
- [x] As requested
- [x] For review
- [x] For your information

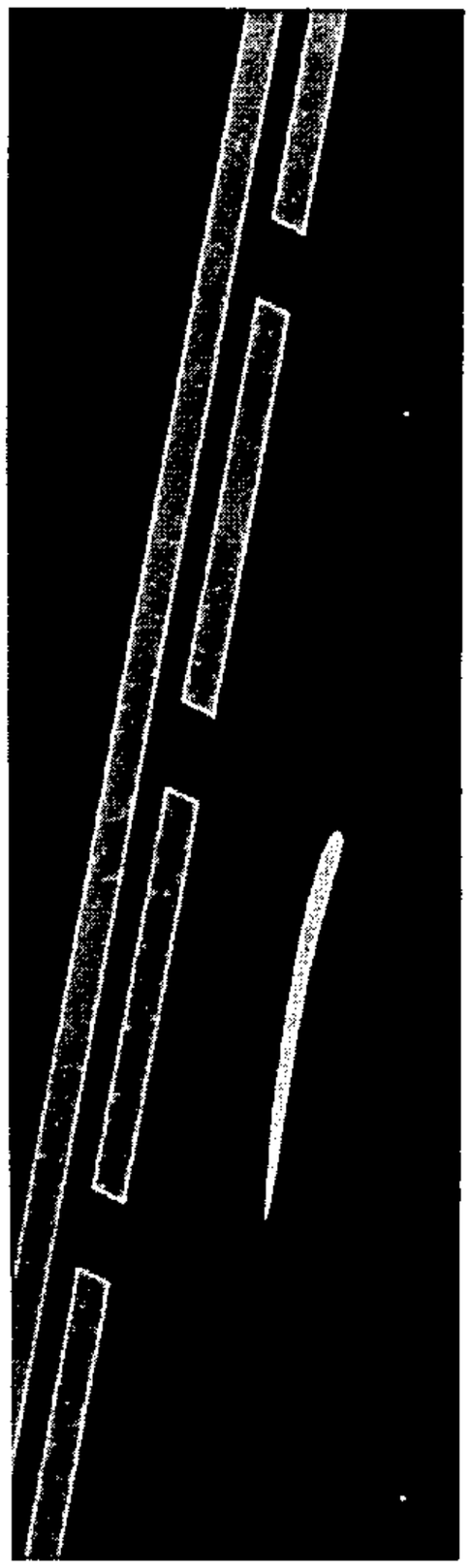
REMARKS:

COPY TO: JIM IRWIN
FILE: P433

SIGNED: Ernest J. Peters

Traffic Study

CMN Business Park II



Fayetteville, Arkansas

August 4, 1998

PETERS & ASSOCIATES
ENGINEERS, INC.
• CIVIL & TRAFFIC ENGINEERING •
P.O. Box 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

PETERS & ASSOCIATES
ENGINEERS, INCORPORATED

August 24, 1998

Ms. Allett Little
Director of Planning
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701 and

Bus: (501) 575-8263
Bus Fax: (501) 575-8316

RE: P-433
CMN Business Park II
Addendum to Report of August 4, 1998

Dear Ms. Little:

As requested by Mr. Charles Venable of your office, Peters & Associates Engineers, Incorporated, has amended the referenced report to reflect changes in the traffic volumes shown on Figure 7. These volumes were revised to reflect growth in background traffic that represents traffic generated by existing and future developments that may use the Gregg Street connection to U.S. Highway 71B after improvements to Gregg Street are completed. The street traffic capacities, as shown in Table 8, "Capacity and Level of Service Results – Full Development," reflect the revised volumes.

STREET SEGMENT	24-HR VOLUME 2-WAY EX. & PROJECTED	PROPOSED or PLANNED No. of LANES	CAPACITY at "C" LOS	PROJECTED LEVEL OF SERVICE
Gregg St. at By-Pass	29033	4	25132	Better than "D"
Shiloh Rd. East of Gregg St.	5624	2	11860	Better than "C"
Gregg St. at Van Asche Rd.	26862	4	25132	Better than "D"
Van Asche Rd. (extn.) East of Gregg St.	9841	3	14447	Better than "C"
Joyce Blvd. East of Steele Avenue.	14896	4	25132	Better than "C"
Joyce Blvd. East of Gregg St.	20447	4	25132	Better than "C"
Steele Avenue North of Shiloh Rd.	5624	3	14447	Better than "C"
Steele Avenue South of Joyce Blvd.	11249	4	25132	Better than "C"
Steele Avenue North of Joyce Blvd.	5623	3	14447	Better than "C"
Van Asche Rd. (extn.) East of Steele Avenue	6187	3	14447	Better than "C"
Mall Lane at Joyce Blvd.	9740	3	14447	Better than "C"

These changes in traffic volumes caused two roadway segments to have modified levels of service. These segments changed from Level of Service "C" to Level of Service "D." Level of Service "D" is the accepted design Level of Service for urban streets.

P.O. BOX 21638 LITTLE ROCK, ARKANSAS 72221 (501) 225-0500 FAX: (501) 225-0602

Additionally, Peters & Associates Engineers, Incorporated, has examined the issue of constructing Shiloh Road east of Steele Avenue. We recommended that this extension not be made for the following reasons:

Figure 7 presently shows Steele Avenue providing a direct connection to Gregg Street west from Steele Avenue via Shiloh Road . If a connection is made to the east from Steele Avenue the direct connectivity to Steele Avenue to Gregg Street is lost.

- If Shiloh Road is extended to the east, another intersection is created that will require some sort of traffic control.

- An extension of Shiloh Road to the east may interfere with the provision for a future grade separation across U.S. Highway 71 B and associated ramps.

- Lots 7and 8 are adequately served by the Van Asche Road extension and local access roads that may be built or required as a part of a large-scale development plan for these lots.

Sincerely,
PETERS AND ASSOCIATES ENGINEERS, INC.

Ernest J. Peters, P.E.
President

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APPENDIX

Site Plan

Traffic Signal Warrants Criteria

INTRODUCTION

Peters & Associates Engineers, Inc., has conducted a traffic engineering study relating to a commercial development site on the west side of College Avenue (U.S. Highway 71B) at Joyce Boulevard in Fayetteville, Arkansas. The commercial site has been re-zoned and is proposed to be developed, consisting of multiple sites of mixed commercial and office uses, as indicated on the project site plan (a reduced copy of the site plan is included in the Appendix for reference). The proposed land uses are summarized in Table 1, "Zoning Classification and Proposed Land Uses."

Zoning Classification	Use	Acres
C-I	Retail	41 acres
C-2	Specialty Shops	24 acres
C-2	Large User	85 acres
C-2	Amended Specialty Retail	15 acres
R/O	Residential Office	44 acres
C-2	Hotel	47 acres
C-2	Restaurant	17 acres
Common / Greenway		36 acres
	TOTAL:	309 acres

Table 1 - Zoning Classifications and Proposed Land Uses

This is a report of methodology and findings relating to a traffic engineering study undertaken to:

- Evaluate the street plan proposed to serve the site relative to the City of Fayetteville's Master Street Plan for the area and make recommendations for mitigative improvements, or Master Street Plan modifications which may be necessary and appropriate to ensure minimum impact and adequate traffic operations.

- Identify the effects on traffic operations resulting from existing traffic in combination with site generated traffic associated with full development of the site.

- Determine if traffic signal control will be warranted at any of the vicinity intersections.

In the following sections of this report there are presented traffic data, study methods, findings and recommendations of this traffic engineering investigation. The traffic engineering

study is technical in nature. Certain data and calculations relative to traffic operational analysis are referenced in the report. Complete calculations and data are included in the Appendix of the report.

THE SITE and VICINITY

The location of the development is within the City of Fayetteville, Arkansas. The site is located on the west side of College Avenue, north of the U.S. Highway 71 bypass connection. The site consists of a total of 309 acres, with approximately 170 acres in the first phase of the development. The site is presently vacant. The site and vicinity are shown on Figures 1, 2 and 3, which follow.

Access to the site, as shown on the plan, is proposed from existing streets and new streets proposed to be constructed as a part of this development. A main access street (Steele Avenue) has been proposed through the middle of the site, connecting with Joyce Boulevard, Van Asche Drive and Shiloh Drive. Additionally Steel Avenue will extend north to connect with the existing outer loop road on the west side of the Northwest Arkansas Mall. A major east-west connecting street is also planned, intersecting Steele Avenue as well as Gregg Street at Van Asche Road.

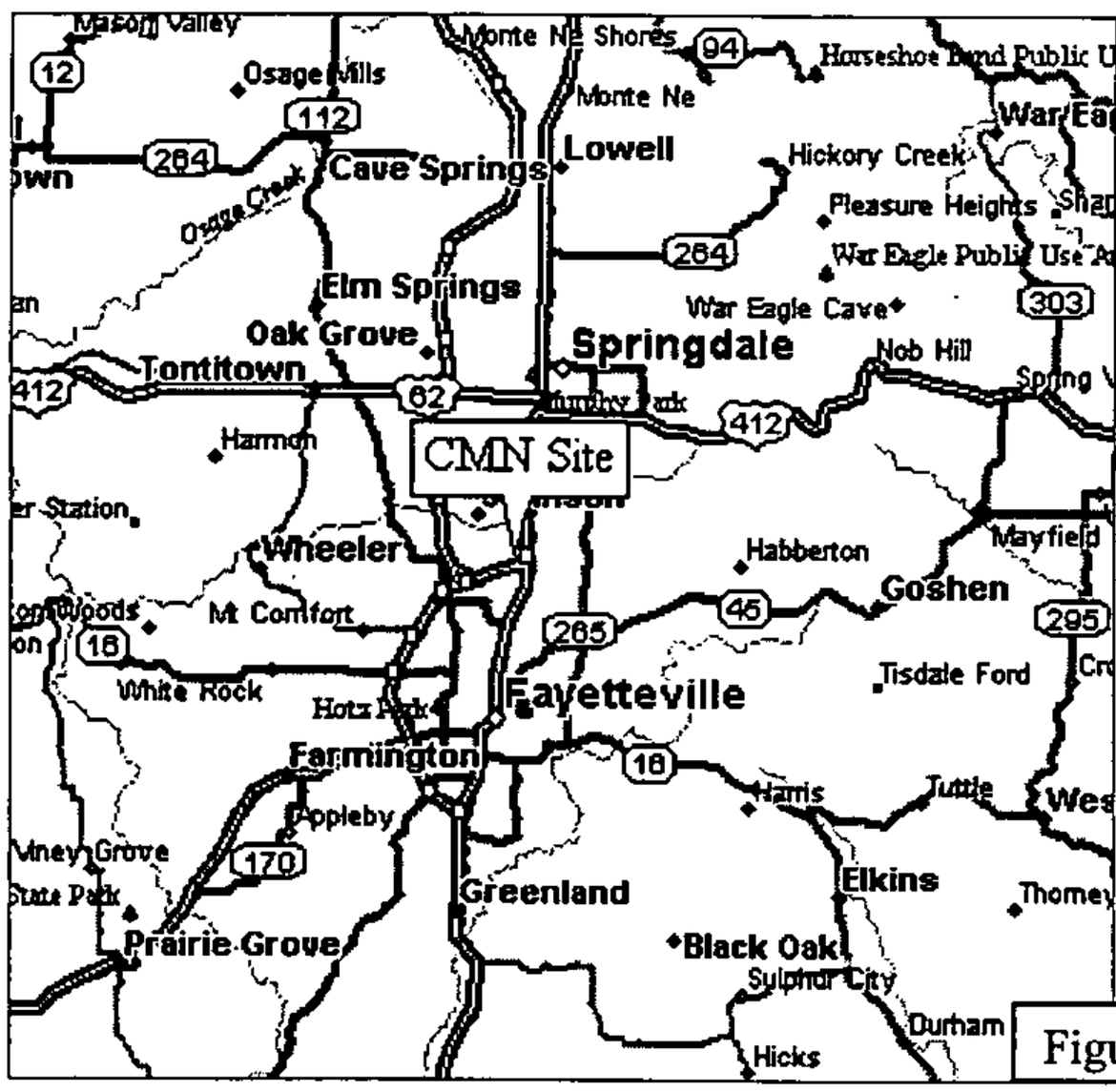


Figure 1 – Area Map

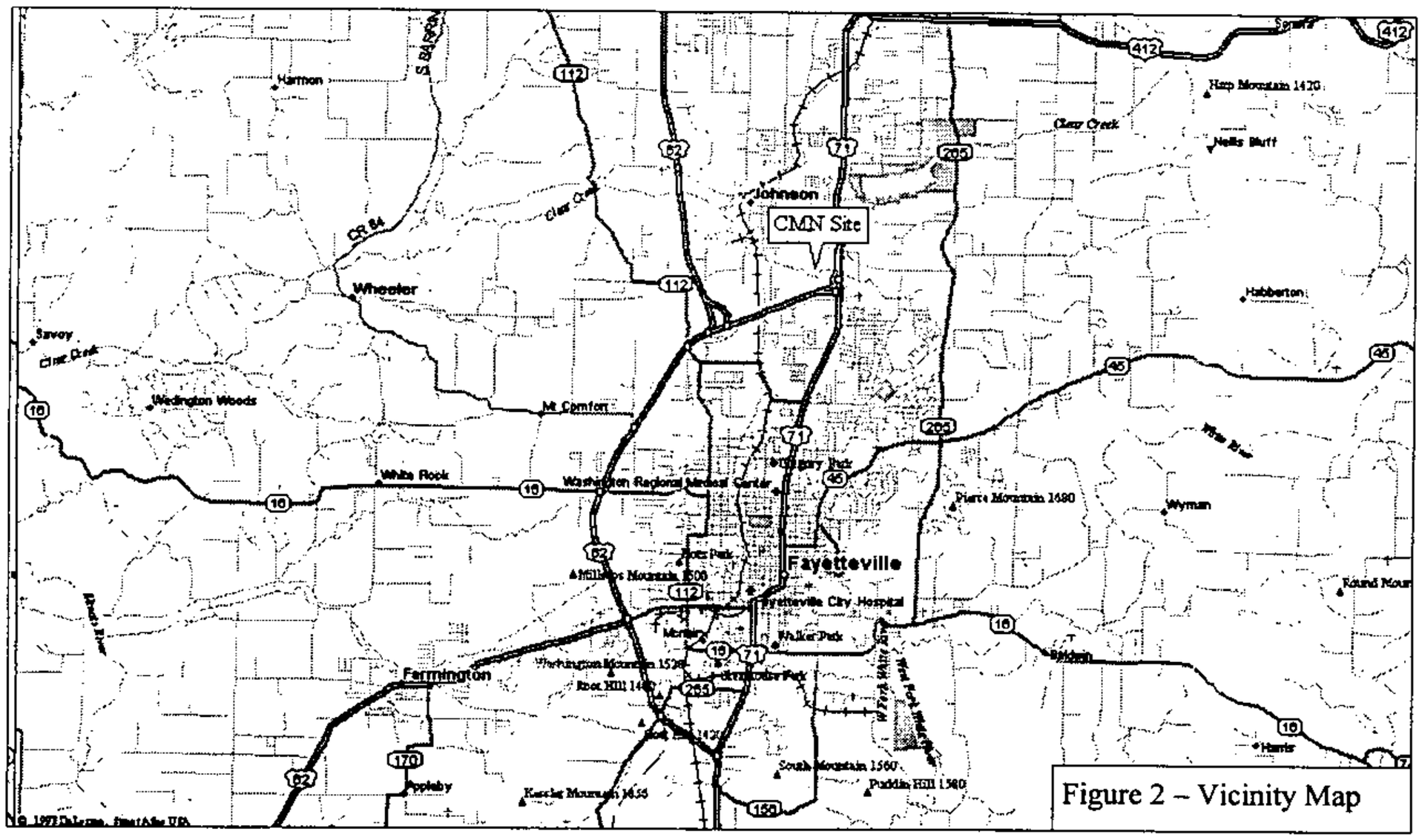


Figure 2 – Vicinity Map

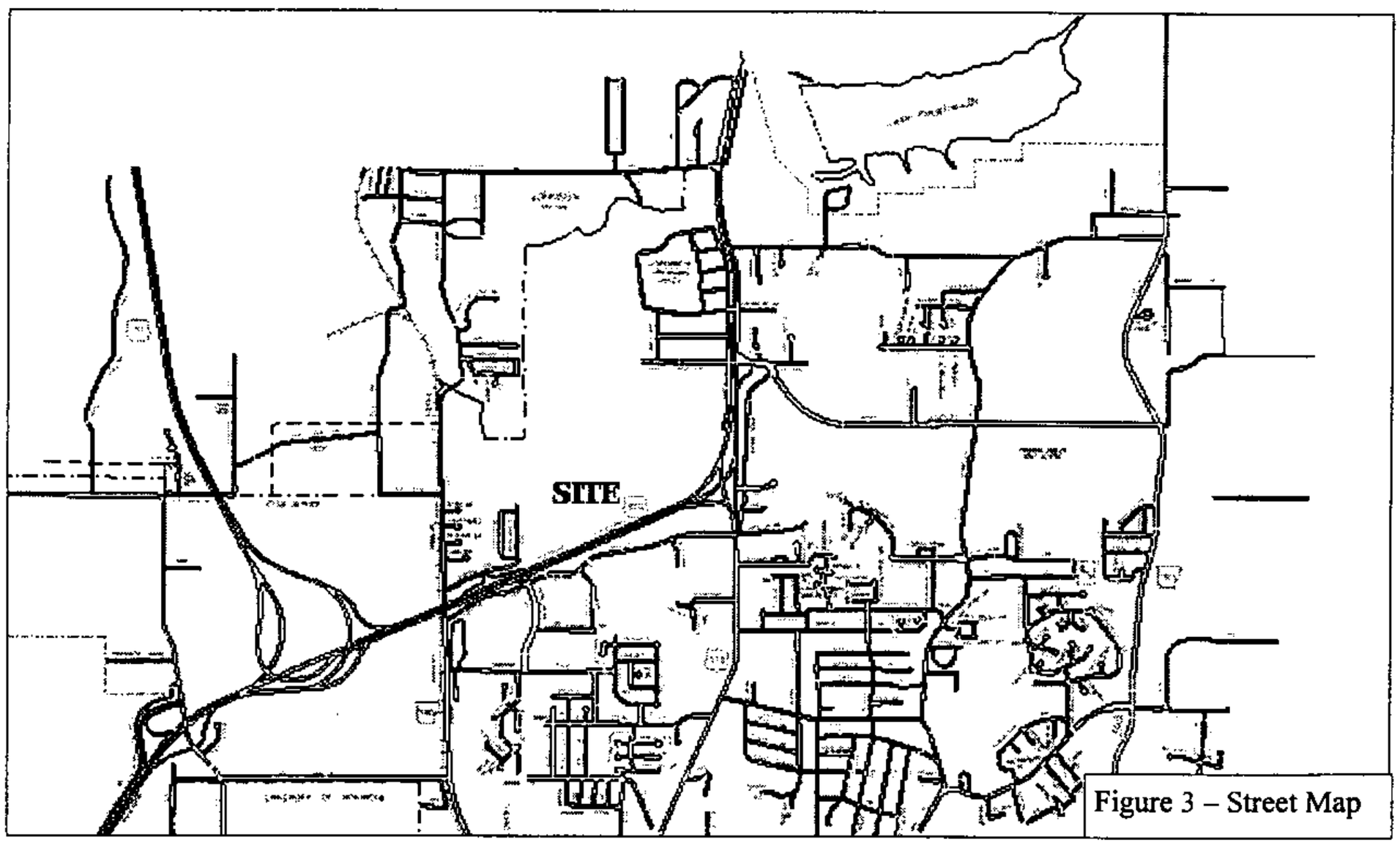


Figure 3 – Street Map

Figure 4 - Area Aerial Photo

The surrounding area is presently a major commercial corridor, consisting of the Northwest Arkansas Mall, Spring Creek Centre and other strip retail on the east side of U.S. Highway 71B. The aerial photo above shows the general features of the vicinity of the proposed development.

Possible need for improvements to surrounding streets at the site have been analyzed as a part of this study. An evaluation of proposed streets to serve the development and improvements recommended are stated in a subsequent section of this report.

The development plan is included in the Appendix.

MASTER STREET PLAN ISSUES

Figure 5, "City Master Street Plan," shows that portion of the City's Master Street Plan in the vicinity of this development project. This study addresses the relationship between the roadways shown on the Master Street Plan and streets proposed to be constructed as a part of this development. A portion of the City's Master Street Plan for the vicinity of this development is included in this report as Figure 5, "City Master Street Plan."

The City has effected a change to its Master Street Plan with the approval of a recent phase of the development of Spring Creek Centre. That change calls for the extension of Mall Lane south through the Spring Creek Centre to replace the collector street shown on the Master Street Plan through the developed Wal-Mart Supercenter site.

The Steele Avenue roadway shown as a part of the first phase of this project it is proposed as the north-south roadway, west of Mall Lane, called for on the City's Master Street Plan. The adequacy of Steele Avenue to serve as the street called for as a part of the City's Master Street Plan is addressed as a part of this study.

Shiloh Drive, extending south along the west side of U.S. Highway 71B and continuing west along the north side of the U.S. Highway 71 bypass, is another roadway shown on the City's Master Street Plan. This roadway presently ends north of Mudd Creek, serving as a local access street to businesses that front on it south of Joyce Boulevard. Utility of Shiloh Drive is limited by design as a result of the traffic operational limitations imposed on its intersection with Joyce Boulevard, immediately west of U.S. Highway 71B. These limitations allow only for eastbound to southbound and northbound to eastbound right turn movements. No cross traffic nor left turns are possible at this intersection. The extension of Shiloh Drive across Mudd Creek, through this site is addressed as a part of this study.

Another component of the Master Street Plan is that of a "fly-over" connection between U. S. Highway 71B and the U.S. Highway 71 bypass connection. This component would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound. It is shown on the Master Street Plan to also provide connection to local access streets within the area of this development. This component is also addressed as a part of this study.

EXISTING TRAFFIC CONDITIONS

Hourly, 24-hour traffic counts and manual turning movement counts have been made by this consultant at various locations in the vicinity of this project. The hourly traffic volume data is summarized on Tables 2 and 3. As a part of this consultant's work on the Spring

	West Joyce Boulevard		West Joyce Boulevard		Gregg-Wilkerson		Gregg-Wilkerson	
	W. of Wal-Mart		E. of Gregg-Wilkerson		S. of Joyce		N. of Joyce	
TIME	Eastbound Count	Westbound Count	Eastbound Count	Westbound Count	Northbound Count	Southbound Count	Northbound Count	Southbound Count
19:00	136	175	203	240	357	419	299	554
20:00	83	157	128	240	185	295	231	291
21:00	54	140	94	149	136	171	142	138
22:00	32	73	64	150	107	148	122	94
23:00	18	21	41	160	110	144	170	107
00:00	5	18	22	60	39	72	44	33
01:00	7	6	11	28	28	44	45	34
02:00	2	9	5	11	10	17	18	9
03:00	6	1	7	5	11	8	7	3
04:00	11	5	0	1	0	5	0	4
05:00	11	2	7	6	6	10	2	9
06:00	34	14	6	1	7	9	3	12
07:00	80	51	17	10	15	28	14	25
08:00	96	46	36	14	68	69	70	106
09:00	114	82	81	48	231	209	234	348
10:00	136	104	96	51	171	142	131	243
11:00	148	141	108	75	153	136	126	190
12:00	183	171	120	91	179	141	138	199
13:00	146	212	139	133	244	210	242	285
14:00	132	197	177	201	259	233	233	273
15:00	155	172	152	192	249	229	223	277
16:00	173	213	133	203	259	210	253	220
17:00	217	225	182	215	283	265	263	337
18:00	161	207	169	249	370	292	313	349
24-Hr Total	***2140***	***2442***	***1998***	***2533***	***3477***	***3506***	***3323***	***4140***

Table 2 – Hourly Traffic Volume Data

Street Name:		JOYCE BLVD						HWY 71B					
FROM	TO	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
TIME	TIME	LT	ST	RT	LT	ST	RT	LT	ST	RT	LT	ST	RT
4:00	4:15	49	60	53	132	67	49	113	373	143	56	429	41
4:15	4:30	48	45	50	87	49	43	92	350	127	61	357	23
4:30	4:45	42	48	41	130	55	47	111	340	145	57	297	36
4:45	5:00	42	50	70	129	49	44	148	365	109	54	353	34
	Sub-Total:	**181**	**203**	**214**	**478**	**220**	**183**	**464**	**1428**	**524**	**228**	**1436**	**134**
Street Name:		JOYCE BLVD						MALL AVENUE					
FROM	TO	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
TIME	TIME	LT	ST	RT	LT	ST	RT	LT	ST	RT	LT	ST	RT
4:30	4:45	10	29	2	70	33	51	9	6	52	40	5	21
4:45	5:00	22	30	2	57	37	50	9	8	54	43	12	27
5:00	5:15	17	44	6	63	39	44	16	11	51	64	13	28
5:15	5:30	14	42	2	61	27	48	15	4	48	58	9	27
	Sub-Total:	**63**	**145**	**12**	**251**	**136**	**193**	**49**	**29**	**205**	**205**	**39**	**103**

Table 3 – PM Peak Hour Turning Movement Count Data
Joyce Boulevard at U. S. Hwy 71B and at Mall Lane

Creek Centre development, traffic volumes have been projected beyond existing counts to reflect traffic conditions at full development of that project. This traffic volume data is summarized on Table 4.

TRIP GENERATION RATES AND SITE TRAFFIC PROJECTIONS

The Trip Generation, an Informational Report, 1991, published by the Institute of Transpor-

TRACT REFERENCE	LAND USE	APPROXIMATE SQ. FT.	24-HOUR TWO-WAY VOLUME	PM PEAK HOUR VOLUME ENTER	PM PEAK HOUR VOLUME EXIT
Based on Actual Land Uses as of 10-21-97					
Sub-total occupied North of Joyce		*100,415*			
Sub-total occupied South of Joyce		*411,400*			
Summary of future development					
Phase IV (future) North of Joyce		*50,000*			
Phase III (future) West of National		*83,655*			
Projected Total at Full Build-Out:		***645,470***	***23,598***	***1,216***	***1,216***

Table 4 – Spring Creek Centre Traffic Volumes – Full Build-Out

tation Engineers (ITE) and The Trip Generation Software (Version 5 by Microtrans), as well as the ITE 5th Edition 1995 Update, were utilized in calculating the magnitude of traffic volumes expected to be generated by the proposed retail commercial land use of this development.

The first phase of this development consists of property in the corridor along Steele Avenue, south of Joyce Boulevard. The proposed commercial lots comprising this phase are summarized on Table 5 below. The complete development at full build out, as re-zoned by the City is summarized in Table 6 below. This full build out condition is what has been analyzed as a part of this study.

Using the selected trip generation rates, calculations were made as a part of this study to provide a reliable estimate of traffic volumes which can be expected to be associated with the development as proposed. These calculations are made by applying the appropriate trip generation rates to the land use proposed for the development. Results of this calculation are summarized on Table 7, "Trip Generation Full Development CMN Business Park II," below. Trip generation calculations herein made are for the condition of full development of the site, consistent with the acreage and reasonable building square footage of the various zoning classifications approved for the site.

Phase I Development Lot Data			
TRACT No.	ZONED	FLOODWAY AREA Acres	TOTAL AREA Acres
1	C-2	1.83	35.39
2	C-2	x	5.79
3	C-2	x	7.45
4	C-2	x	6.97
5	C-1	1.77	8.78
6	C-1	x	11.99
7	C-2	x	19.40
8	C-2	5.45	21.11
9	C-2	1.12	25.70
10	C-2	x	7.12
11	C-2	x	6.92
	Totals:	10.17	156.62

Table 5
CMN Business Park II Phase I Lot Data

Table 6
CMN Business Park II
As Re-Zoned

Zoning Classification	Use	Acres	Sq. Feet
C-I	Retail	41 acres	377,000 S.F.
C-2	Specialty Shops	24 acres	250,000 S.F.
C-2	Large User	85 acres	847,000 S.F.
C-2	Amended Specialty Retail	15 acres	136,000 S.F.
R/O	Residential Office	44 acres	700,000 S.F.
C-2	Hotel	47 acres	350.000 S.F.
C-2	Restaurant	17 acres	36,000 S.F.
Common / Greenway		36 acres	
	TOTAL:	309 acres	2,696,000 S.F

PROPOSED ZONING	PROPOSED LAND USE	APPROXIMATE SQ. FT.	24-HOUR TWO-WAY VOLUME	PM PEAK HOUR VOLUME	
				ENTER	EXIT
R-O	Office	700,000	6,890	155	744
C-1	Retail	377,000	12,833	599	599
C-2	Speciality Retail	250,000	6,638	310	310
C-2 (Amended)	Speciality Retail	136,000	3,611	169	169
C-2	Large Scale Retail	847,000	22,489	1050	1050
C-2	Restaurant	36,000	2,246	116	57
C-2	Hotel	350,000	1,531	72	62
	TOTALS:	**2,696,000**	**56,238**	**2,471**	**2,991**

Table 7 – Trip Generation Full Development CMN Business Park II

The tracts of the various zoning classifications comprising this development are shown below on Figure 6.

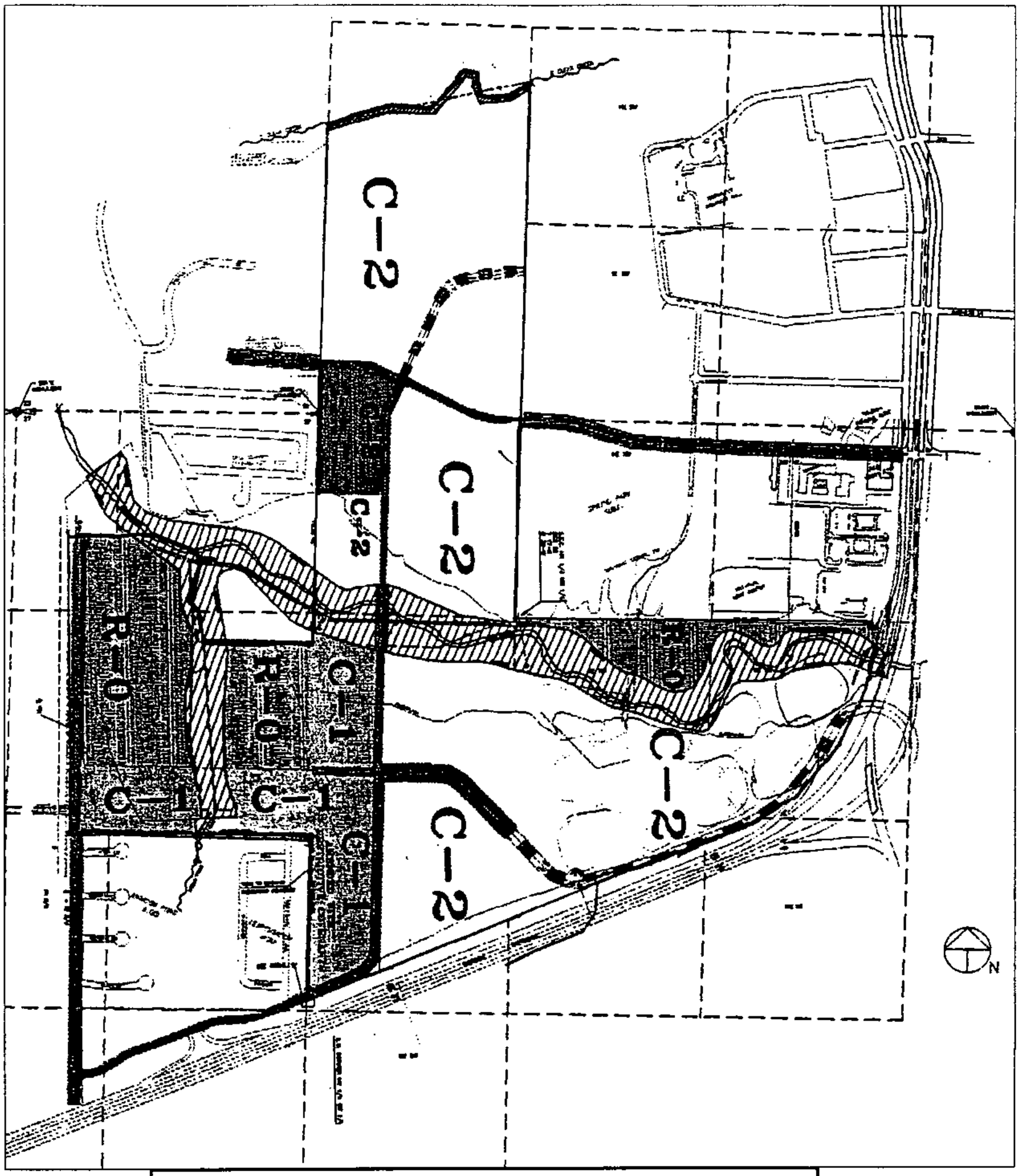


Figure 6 – Zoned Tracts – CMN Business Park II

TRAFFIC VOLUME ASSIGNMENTS

Once projected traffic was estimated for the site, directional distributions were made to reflect the anticipated origin and destination of the site traffic. Directional distribution percentages used in this analysis are shown on Figure 7.

The projected traffic volumes shown on Figure 7, result from applying the percentages shown to the projected site generated traffic summarized on Table 7, "Trip Generation Full Development CMN Business Park II," above.

Values shown on Figure 7, in addition to the existing traffic volumes (projected to also include full build-out also of Spring Creek Centre), are the values used in traffic volume assignments and capacity and level of service calculations conducted as a part of this study. The effect of existing background traffic (i.e. the adjacent street non-site traffic which exists, plus Spring Creek at full build-out) has thus been accounted for in this analysis. The site and background traffic volumes have been combined and the results are also depicted on Figure 7.

Traffic operations analysis calculations were performed for the several roadways proposed to serve the site at full development. This was done by performing capacity and level of service calculations for the combined existing and projected traffic volumes for the street network. The traffic operations analysis results are described and presented in a subsequent section of this report.

CAPACITY AND LEVEL OF SERVICE

Generally, the "capacity" of a street is a measure of its ability to accommodate a certain magnitude of moving vehicles. It is a rate as opposed to a quantity, measured in terms of vehicles per specified time period. More specifically, street capacity refers to the maximum number of vehicles that a street element can be expected to accommodate in a given time period under the prevailing roadway and traffic conditions.

Level of Service (LOS) ordinarily has a letter designation relative to the various operating characteristics, ranging from "A" as the highest quality to "F" considered total breakdown. The various Levels of Service are generally described as follows:

Level of Service A: This is the highest quality of traffic service a particular street can provide. It is a condition of free flow in which there is little or no restriction on speed or maneu-

verability caused by the presence of other vehicles.

Level of Service B: This is a zone of stable traffic flow. Operating speed is beginning to be restricted by other traffic. This level of service approximates typical design volumes for high-type facilities and is considered totally acceptable.

Level of Service C: This level is still considered a zone of stable traffic flow, but at this volume and density most drivers are becoming somewhat restricted in their freedom to select speed, lane changes, or to pass other vehicles. This level of service is ordinarily the targeted design level at which engineers aim for facilities to operate, but not exceed, during their service life.

Level of Service D: This level approaches unstable flow. Tolerable average operating speeds are usually maintained but are subject to considerable and sudden variations. Freedom to maneuver and drive in comfort are low because of lane densities. At this level, the probability of accidents is greater.

Level of Service E: This level represents operating conditions at or near capacity level. Speeds are reduced to a low, but relatively uniform value. Freedom to maneuver within the traffic stream is extremely difficult, and it is generally accomplished by forced movements. Operations at this level are usually unstable in that small increases in flow can cause breakdown.

Level of Service F: This level describes "forced flow" operations. Speed and rate of flow are below the levels of higher service levels. Operations at this level are almost universally considered by motorists to be unacceptable.

Traffic operational calculations were performed as a part of this study for traffic operating conditions of existing traffic and for existing plus full development projected traffic. This analysis was performed using the Highway Capacity Software (U.S. Department of Transportation, January, 1987). This computer program has been proven to be reliable when used to analyze capacity and levels of traffic service under various operating conditions. Detailed calculations for all capacity calculations are included in the Appendix. Factors included in the analysis are as follows:

- Directional distribution of projected traffic volumes.
- Proposed street network to serve the area.
- Existing and proposed number of traffic lanes on the various street segments.
- Existing background traffic volumes and projected site generated volumes.

- Existing or proposed traffic control.

CAPACITY ANALYSIS

Results: Capacity and Level of Service Analysis - Projected Traffic

Capacity and level of service calculations were made at the following intersections as a part of this study. These calculations provide an indication of traffic operations projected to occur once full development of CMN Business Park II is fully developed. These calculations also include projected traffic associated with the full build-out of Spring Creek Centre as has been approved by the City.

- Gregg Street at By-Pass
- Shiloh Road east of Gregg Street
- Gregg Street at Van Asche Road
- Van Asche Road (extn.) east of Gregg Street
- Joyce Boulevard east of Steele Avenue.
- Joyce Boulevard east of Gregg Street
- Steele Avenue north of Shiloh Road
- Steele Avenue south of Joyce Boulevard
- Steele Avenue north of Joyce Boulevard
- Van Asche Road (extn.) east of Steele Avenue
- Mall Lane at Joyce Boulevard

Traffic volumes used for the projected traffic conditions are shown on Figure 7. Capacity and level of service calculations were performed for projected traffic conditions at full development. The level of service results the analysis are summarized in Table 8, "Capacity and Level of Service Results Summary," shown below. Shown in Table 9, "Capacity and Level of Service Thresholds," are the general limits of roadway vehicular capacity for various levels of service for select lane configurations.

As indicated in the LOS summary, for full development, none of the roadway segments drop to an unacceptable level of service. Traffic signal control needs, to assure acceptable level of traffic operations, and signal warrants for some of the intersections are addressed in the next section of this report.

STREET SEGMENT	24-HR VOLUME 2-WAY EX. & PROJECTED	PROPOSED or PLANNED No. of LANES	CAPACITY at "C" LOS	PROJECTED LEVEL OF SERVICE
Gregg St. at By-Pass	23855	4	25132	Better than "C"
Shiloh Rd. East of Gregg St.	5624	2	11860	Better than "C"
Gregg St. at Van Asche Rd.	21616	4	25132	Better than "C"
Van Asche Rd. (extn.) East of Gregg St.	9841	2	11860	Better than "C"
Joyce Blvd. East of Steele Avenue.	10228	4	25132	Better than "C"
Joyce Blvd. East of Gregg St.	15777	4	25132	Better than "C"
Steele Avenue North of Shiloh Rd.	5624	2	11860	Better than "C"
Steele Avenue South of Joyce Blvd.	11249	3	14447	Better than "C"
Steele Avenue North of Joyce Blvd.	5623	3	14447	Better than "C"
Van Asche Rd. (extn.) East of Steele Avenue	6187	2	11860	Better than "C"
Mall Lane at Joyce Blvd.	9740	3	14447	Better than "C"

Table 8 - Capacity and Level of Service Results: Full Development

NUMBER OF LANES (BOTH DIRECTIONS)		LEVEL OF SERVICE C	D	E
2	24-HR VOLUME->	11,860	14,447	15,943
4	24-HR VOLUME->	25,132	29,937	32,440
6	24-HR VOLUME->	38,723	45,561	48,971

Table 9 - Capacity and Level of Service Thresholds

TRAFFIC SIGNAL WARRANTS ANALYSIS

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. Satisfaction of conditions for only one of the warrants, as specified, is required for signalization. These warrants, as specified in the Manual on Uniform Traffic Control Devices. (MUTCD) are described in detail in the appendix of this report. They are summarized as follows:

- → Warrant One: Minimum Vehicular Volume
- → Warrant Two: Interruption of Continuous Traffic
- → Warrant Three: Minimum Pedestrian Volume
- → Warrant Four: School Crossings
- → Warrant Five: Progressive Movement
- → Warrant Six: Accident Experience
- → Warrant Seven: System
- → Warrant Eight: Combination of Warrants

→ Warrant Nine: Four Hour Volumes
→ Warrant Ten: Peak Hour Delay
→ Warrant Eleven: Peak Hour Volumes

SIGNAL WARRANTS RESULTS

Projected traffic conditions, as depicted on Figure 7, and the average weekday trip generation for the site shown on Table 7, provide the basis of signal warrants analysis.

Traffic signal warrants analysis was made for the following intersections:

⇒ Steele Avenue and Joyce Boulevard
⇒ Shiloh Road and Gregg Street
⇒ Gregg Street and Van Asche Road
⇒ Joyce Boulevard and Gregg Street
⇒ Van Asche Road and Steele Avenue

It was found that the combined existing and site generated traffic volumes are projected to be of sufficient magnitude needed to satisfy established traffic signal warrant criteria for following intersections:

⇒ Steele Avenue and Joyce Boulevard
⇒ Shiloh Road and Gregg Street
⇒ Gregg Street and Van Asche Road
⇒ Joyce Boulevard and Gregg Street
⇒ Van Asche Road and Steele Avenue.

Volumes at these intersections are projected to be satisfied. These results are summarized in Table 10. Traffic signal control will be appropriate and is recommended for the intersections. The timeframe for construction of a signal at these locations should be dependent on the development schedule, and consistent with it to allow proper control where and when needed.

INTERSECTION	24-HR VOLUME				WARRANT 1		WARRANT 11	
	NB	SB	EB	WB	YES	NO	YES	NO
Steele Avenue and Joyce Boulevard	4218	2823	7763	5265	X		X	
Shiloh Road and Gregg Street	13319	10536	N/A	2812	X		X	
Gregg Street and Van Asche Road	11913	9763	2812	5623	X		X	
Joyce Boulevard and Gregg Street	6135	5185	N/A	8065	X		X	
Van Asche Road and Steele Avenue	1406	7031	4218	3375	X		X	

Table 10– Signal Warrants Analysis

OTHER CONSIDERATIONS

Phasing: The phasing of this development lends itself to phased roadway construction as well. The street network components proposed to be constructed as a part of the development serve primarily the adjacent uses they will serve, and have a secondary benefit to completion of a street network and the benefit of connectivity they will offer to adjoining land uses when completed.

Planned and Pending Roadway Improvements: The City of Fayetteville has a project to improve Gregg Street north from the U.S. Highway 71 bypass, through Joyce Boulevard, including major bridge construction, connecting to Main Street in Johnson. A portion of this improvement project is under construction, nearing completion.

Additional Access to U.S. Highway 71 bypass: The City's Master Street Plan includes a connection between U.S. Highway 71B and the U.S. Highway 71 bypass. This component would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound. It is shown on the Master Street Plan to also provide connection to local access streets within the area of this development. This "fly-over" grade separated connection is one which would be capable of high volume capacity for the intended movement and would minimize or eliminate the "u-turn" movement now present at the U.S. Highway 71B and Joyce boulevard intersection. This "u-turn" movement however is only approximately 70 vehicles in the worst case PM peak traffic hour, or only about 640 vehicles per day. This volume is far from sufficient to justify its construction the "fly-over" connection. A connection of the "fly-over" to the eastern portion of this site would attract some additional volume, depending on the particular land uses developed in the southeastern corner of the site. Even with this additional volume, this costly connection is difficult to justify.

Overpass and Reconstructed Gregg Street Interchange: Within the last year there has been some discussion concerning the prospect of an overpass and new interchange on the U.S. Highway 71 bypass which would replace the rather unorthodox Gregg Street interchange. Such overpass would connect between North Hills Boulevard on the south side of the bypass and with Steele Boulevard on the north side. New ramps on and off of the U.S. Highway 71 bypass connection would replace the ramps connecting with Futrall Drive on the south and Shiloh Drive on the north. A schematic layout of such overpass and interchange is shown on Figure 8 below.

Preliminary discussions Arkansas State Highway and Transportation Department officials indicate an awareness of the capacity and safety limitations of access from the bypass at

the existing Gregg Street on-off ramps. They also have stressed that any such new construction would have to satisfy both AHTD and Federal Highway Administration (FHWA) design criteria. If such is constructed, it would provide for direct overpass access between properties on the north and south sides of the bypass connection of U.S. Highway 71 and on- and off-ramp access to the highway. Any decision by AHTD on a new interchange or overpass in the vicinity would only be arrived at after a detailed traffic study is made to address the feasibility, benefits, impacts and schematic design options for such improvement. Issues which would have to be addressed would include: design standards, improvements to vehicular capacity and level of service, local street and highway network benefits, cost and construction feasibility. This study is unlikely to be undertaken at the initiative of AHTD, but rather would have to be conducted as an independent study, conforming to applicable AHTD and FHWA standards.

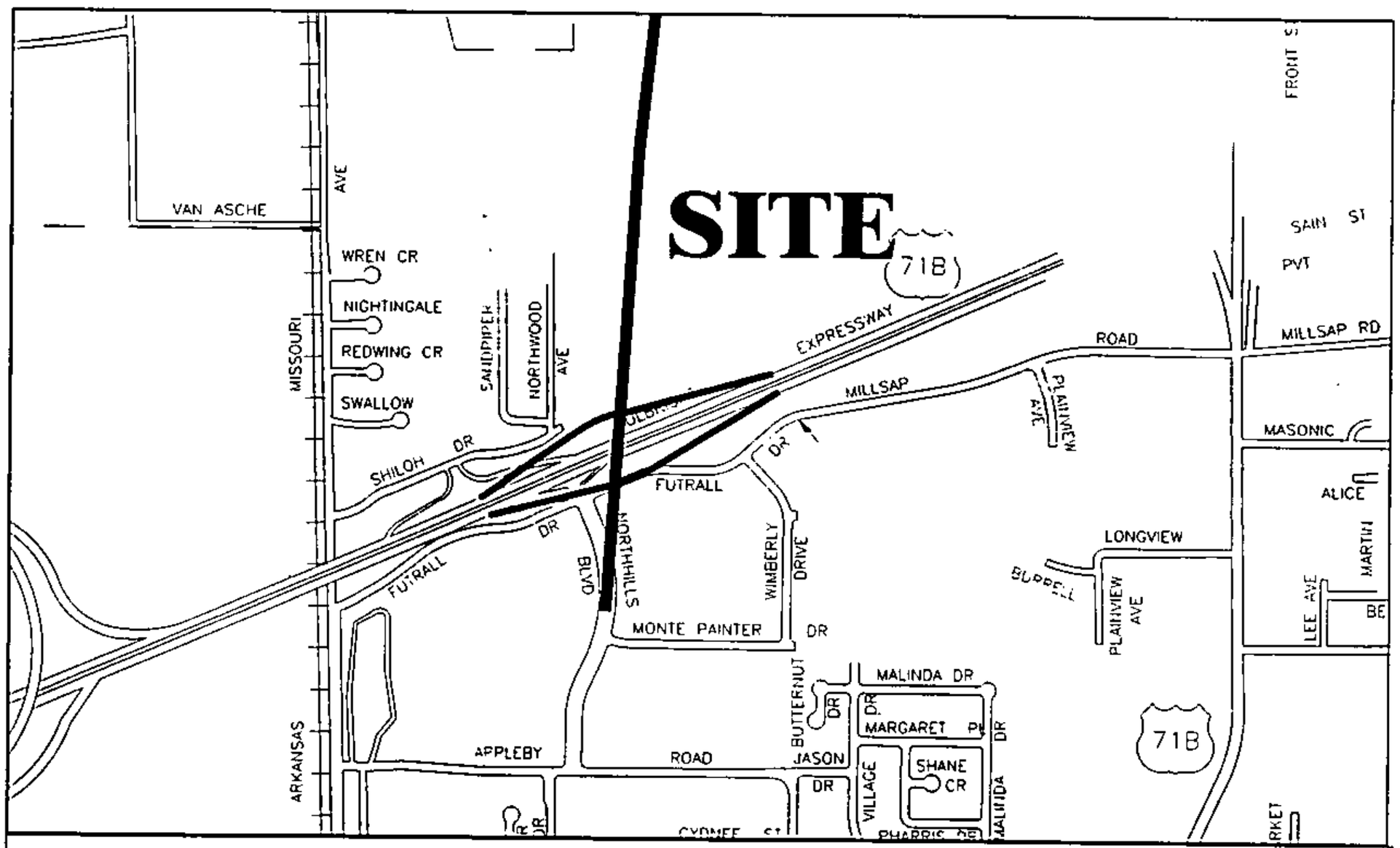


Figure 8 - North Hills Boulevard – Steele Avenue Overpass and Interchange Schematic

Based on the results of analysis of access planned for this development, there is not a compelling need for the overpass and new interchange. There would, however be benefit in the form of more direct and convenient access to the U.S. Highway 71 bypass. The scope of such project would likely be beyond that of any single private entity, but could perhaps be successfully undertaken by a major joint public-private partnership.

It is noted that the street system planned as a part of this development would easily lend itself to accommodating such new interchange and overpass if certain limits are adhered to relative to site access within the approximate limits of construction necessary for such interchange.

FINDINGS and RECOMMENDATIONS

This study has examined the traffic operations in the vicinity of CMN Business Park II in Fayetteville, Arkansas. A number of conditions existing and projected at full development of this site and physical factors relating to the adjacent street, traffic control and existing background traffic volumes were considered in evaluating the traffic operations which exist and which are projected in the vicinity of the site. These have included:

- Existing traffic volumes on the adjacent streets and highways.
- The character and magnitude of the development proposed for the site.
- Other development planned or approved by the City of Fayetteville.
- Site plan layout and proposed streets.
- The roadway geometry of the street system planned to serve the land uses proposed and zoned.
- Projected "vehicle trips" or traffic volumes estimated to be generated by the proposed site as well as other impending development.
- Traffic control needs of site and non-site traffic.

Findings and recommendations of this study are summarized as follows:

- Traffic volumes projected to be generated by the proposed CMN Business Park II are approximately 56,000 vehicle trips (combined in and out) per average weekday.

- Capacity and level of service analysis results have indicated that the number of traffic lanes (as shown on Table 8) on the streets planned as a part of this development will be adequate to provide acceptable level of traffic service (LOS "C" or better). It should be noted that individual intersection approaches may require additional left or right turn lanes, which should be determined as the intersections are designed and construction plans prepared.

- The phasing of this development lends itself to staged roadway construction. The street network components proposed should be constructed in segments connecting with intersecting streets, without "dead end" segments. They will thus serve to also benefit

logical completion of the street network and will also offer the benefit of connectivity to adjoining land uses.

- The City's change to its Master Street Plan, with recent approval of a phase of an adjacent development has called for the extension of Mall Lane south through the Spring Creek Centre to this development. This collector street should be extended across Mudd Creek to also serve this development at which time as the land area south of Mudd Creek is developed. It should intersect with Steele Avenue to the west.

- The Steele Avenue as proposed as a part of the first phase of this project, is suitable in both location and function to serve the role of the proposed Master Street Plan north-south street segment shown south of Joyce Boulevard, between Mall Lane and Gregg Street.

- There is no significant benefit to either the overall street network nor the local land access by virtue of Shiloh Drive being extended south along the west side of U.S. Highway 71B and continuing west along the north side of the U.S. Highway 71 bypass. This roadway presently ends north of Mudd Creek, serving as a local access street to businesses that front on it south of Joyce Boulevard. Utility of Shiloh Drive is limited by design as a result of the traffic operational limitations imposed on its intersection with Joyce Boulevard, immediately west of U.S. Highway 71B. These limitations cause it to be difficult to assign any real benefit to a further southward extension of this street. Additional traffic on this street at its intersection with Joyce Boulevard would be undesirable. It should simply be removed from the City's Master Street Plan.

- A connection between U.S. Highway 71B and the U.S. Highway 71 bypass, consisting of a "fly-over" grade separated connection does not appear to have sufficient vehicular demand to be justified. This connection would serve that traffic movement from U.S. Highway 71B, northbound to U.S. Highway 71 bypass westbound and would minimize or eliminate the "u-turn" movement now present at the U.S. Highway 71B and Joyce boulevard intersection. In the event this facility is constructed, provision should be made within this development to accommodate it in terms of right-of-way provision and lot line placement to allow its construction. The prospect of a connection of the "fly-over" to the eastern portion of this site justifies site design allowing for it.

- The intersection of Steele Avenue and Joyce Boulevard, Shiloh Road and Gregg Street, Gregg Street and Van Asche Road, Joyce Boulevard and Gregg Street, and Van Asche Road and Steele Avenue are projected to meet traffic signal warrants with the additional traffic associated with the proposed development, in conjunction with existing traffic vol-

umes and volumes associated with other approved development in the immediate area. Signal control will be needed and is recommended.

- If new traffic signals are installed, as recommended, the traffic signal should be included in the City of Fayetteville's closed loop coordinated signal system which can be expanded from College Avenue and design should conform to the City's design standards. The streets controlled are or will be dedicated as public streets and conform to City design standards.

- Signal control will require approval by the City of Fayetteville and, in the case of Gregg Street and Shiloh Road, also the Arkansas State Highway and Transportation Department. The City and State will also have to review and approve construction plans for new traffic signals installed.

- Plans by the City to improve Gregg Street north from the U.S. Highway 71 bypass, through Joyce Boulevard (a portion of this improvement project is under construction and nearing completion) will be adequate in the Gregg Street corridor to support projected traffic volumes associated with this development and growth in background traffic.

- The concept of a new interchange on the U.S. Highway 71 bypass, connecting between North Hills Boulevard on the south and Steele Avenue on the north has promise for offering a significant connective roadway element in the street and highway network of the area. However, to date its feasibility, specific benefits, impacts and schematic design options for such improvement have not been assessed. Issues which remain to be addressed include: design standards, improvements to vehicular capacity and level of service, local street and highway network benefits, right-of-way availability, cost and construction feasibility. Even with these issues yet to be addressed, it would be wise to plan the southern portion of Steele Avenue, within this development, so as to allow for the prospect of such overpass and interchange. This should include limits on access to adjacent property to avoid future conflicts.

Traffic Signal Warrants Criteria

TRAFFIC SIGNAL WARRANTS DESCRIPTIONS

Warrant One -Minimum Vehicular Volume: This Warrant is satisfied when, for any eight hours of an average day, the traffic volumes shown below exist on the "Major Street" and on the higher volume "Minor Street" approach, to the intersection. These minimum vehicular volumes are commonly referred to as the "eighth-highest hour volumes."

Warrant One: Minimum Vehicular Volumes

NUMBER OF LANES ON EACH APPROACH		REQUIRED VOLUMES	
		VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	VEHICLES PER HOUR ON MINOR STREET (ONE APPROACH)
Major Street	Minor Street		
1	1	500	150
2 or more	1	600	150
2 or more	2 or more	600	200
1	2 or more	500	200

Warrant Two -Interruption of Continuous Traffic: In the MUTCD this Warrant sets forth criteria applicable under conditions where unusually long delays are experienced by relatively few vehicles on the "Minor Street" because of a deficiency or absence of acceptable gaps at a reasonable frequency in the thru traffic of the "Major Street". This Warrant is satisfied when, for any eight hours of an average day, the traffic volumes shown below exist on the major street and on the higher volume minor street approach to the intersection and where the traffic signal installation will not seriously disrupt progressive traffic flow.

Warrant Two: Interruption of Continuous Traffic

NUMBER OF LANES ON EACH APPROACH		REQUIRED VOLUMES	
		VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	VEHICLES PER HOUR ON MINOR STREET (ONE APPROACH)
Major Street	Minor Street		
1	1	750	75
2 or more	1	900	75
2 or more	2 or more	900	100
1	2 or more	750	100

Warrant Three -Minimum Pedestrian Volume: The MUTCD sets forth criteria applicable when pedestrians experience unusually long delays or hazards crossing the major street. This Warrant is satisfied when, for any concurrent eight hours of an average day, the following traffic volumes exist on the major street and the following pedestrian volumes exist on the highest volume pedestrian crosswalk.

Warrant Three: Minimum Pedestrian Volume

VEHICLES PER HOUR ON MAJOR STREET (BOTH APPROACHES)	PEDESTRIAN PER HOUR HIGHEST VOLUME CROSSWALK ACROSS MAJOR STREET
Major Street without raised median	
600	150
Major Street with 4-foot wide raised median	
1,000	150

Warrant Four - School Crossings: The MUTCD establishes criteria applicable to the installation of a traffic signal at an established school crossing. The Warrant is satisfied when the number of adequate gaps in the traffic stream is less than the number of minutes in the time period that school children are using in the crossing.

Warrant Five -Progressive Movement: The MUTCD establishes criteria applicable to traffic signal installations, when they would not otherwise be warranted, in order to maintain proper grouping of vehicles and effectively regulate group speed. This progressive movement warrant is satisfied when:

- On a one-way street or a street which has predominantly unidirectional traffic, the adjacent signals are so far apart that they do not provide the necessary degree of vehicle platooning and speed control; or

On a two-way street adjacent signals do not provide the necessary degree of platooning and speed control and the proposed and adjacent signals could constitute a progressive signal system.

Warrant Six -Accident Experience: The MUTCD sets forth criteria for traffic signal installations at intersections with accident experience where:

- Adequate trial of less restrictive remedies with satisfactory observance and enforcement has failed to reduce the accident frequency; and

- Five or more reported accidents of types susceptible to correction by traffic signal control have occurred within a 12-month period, each accident involving personal injury or property damage to an extent of $100 dollars or more; and

- There exists a volume of vehicular and pedestrian traffic not less than 80 percent of the requirements specified either in the Minimum Vehicular Volume Warrant, the Interruption of Continuous Traffic Warrant or the Minimum Pedestrian Volume Warrant; and

- The signal installation will not seriously disrupt progressive traffic flow.

Warrant Seven -Systems: The MUTCD sets forth criteria which may warrant the concentration and organization of traffic flow networks. The Systems Warrant is applicable when the common intersection of two or more major routes has a total existing or immediately projected entering volume of at least 800 vehicles during the peak hour of a typical weekday or each of any five hours of a Saturday and/or Sunday.

Warrant Eight -Combination of Warrants: In exceptional cases, traffic signals occasionally may be justified where no single signal warrant is satisfied, but where two or more of Warrants One, Two, or Three are satisfied to the extent of 80 percent or more of the stated values.

Warrant Nine-Four Hour Volumes: As the name implies, this warrant is based on 4-hour volumes instead of 8-hour volumes used in Warrants 1, 2, and 8. This warrant is satisfied when, for any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the curve in Figure 4-7 for the existing combination of approach lanes.

The requirements are lower when the 85th-percentile speed of major street traffic exceeds 40 mph, or when the intersection lies within a built-up area of an isolated community with a population under 10,000. The four-hour volume requirement is satisfied when the volumes referred to above the curve for the given combination of approach lanes shown in Figure 4-8.

Warrant Ten -Peak Hour Delay: The peak hour delay warrant is intended for application where, for one peak hour of the day, traffic conditions are such that minor street traffic experiences undue delay or hazard in entering or crossing the main street. The peak hour delay

warrant is satisfied when the conditions given below exist for one hour (any four consecutive 15-minute periods) of an average weekday.

The total delay experienced by the traffic on a side street controlled by a STOP sign equals or exceeds 4 vehicle-hours for a one-lane approach and 5 vehicle-hours for a two-lane approach, and

- The volume on the side street approaches equals or exceeds 100 vph for a one-lane approach or 150 vph for a two-lane approach, and

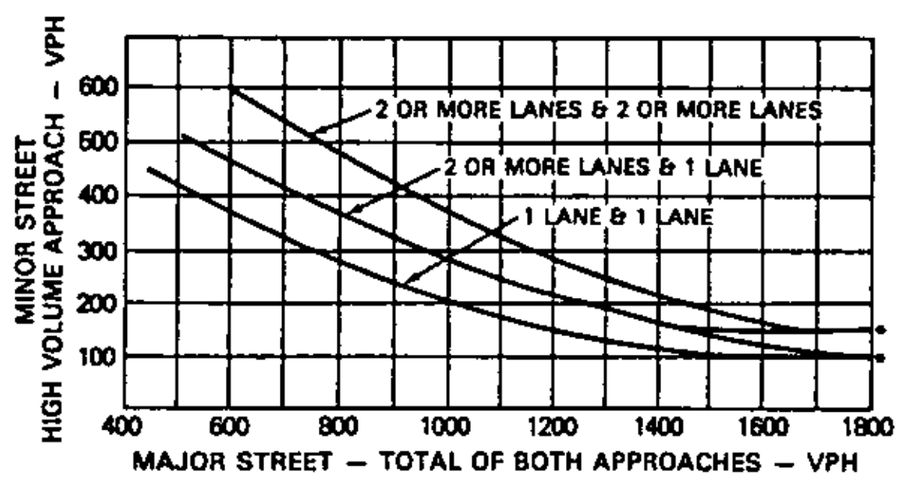
- The total entering volume serviced during this hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.

Warrant Eleven -Peak Hour Volume: The peak hour volume warrant is also intended for application where, for one peak hour of the day, traffic conditions are such that minor street traffic experiences undue delay or hazard in entering or crossing the main street.

The peak hour volume warrant is satisfied when plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) for any one hour (any four consecutive fifteen minute periods) of an average day falls above the curve in Figure 4-5 for the existing combination of approach lanes.

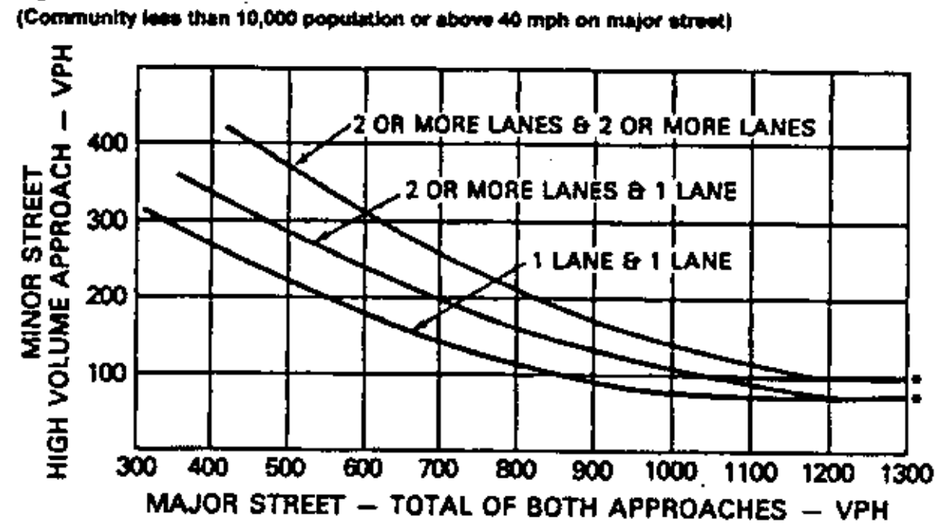
The requirements are lower when the 85th-percentile speed of major street traffic exceeds 40 mph, or when the intersection lies within a built-up area of an isolated community with a population under 10,000. The peak hour volume requirement is satisfied when the volumes referred to above the curve for the given combination of approach lanes shown in Figure 4-6.

Figure 4-5 Peak hour volume warrant.



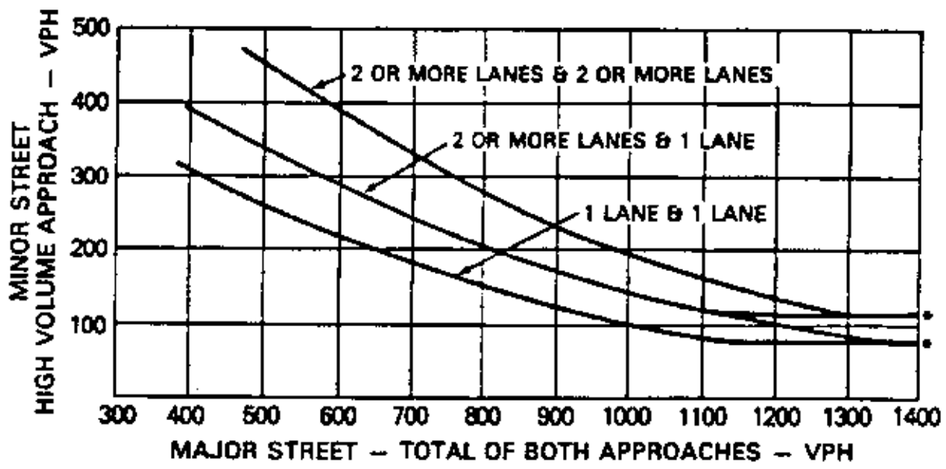
*NOTE: 150 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-6 Peak hour volume warrant.
(Community less than 10,000 population or above 40 mph on major street)



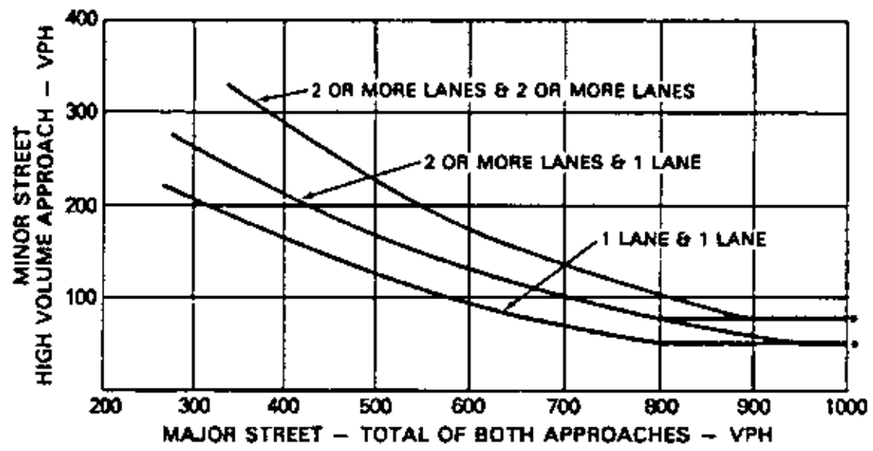
*NOTE: 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 75 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-7 Four hour volume warrant.



*NOTE: 115 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

Figure 4-8 Four hour volume warrant.
(Community less than 100,00 population or above 40 mph on major street)



*NOTE: 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 60 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council

FROM: Alett Little, City Planner

DATE: October 1, 1998

SUBJECT: CMN Business Park, Phase II

Attached are the minutes which were requested at the agenda session on September 29, 1998. The following lists items discussed or requested by Planning Commission. Keys to minute pages and speakers have been included.

1. Discussion of an independent traffic study - Page 13, Estes, consensus not reached to require independent traffic study.

2. Ingress/Egress - Page 13, Johnson begins discussion by stating that for 170 acres the connection via Shiloh to Gregg is the only new route proposed.

3. Steele to bypass connection - Page 14, Forney & Franklin

4. Right-of-way preservation for future street widening, if needed - Page 14, Johnson and Page 16, Johnson & Beavers

Commission action is reported on Page 17, but is repeated below for clarity.

Commissioner Odom moved to approve the waiver requests 1-5 subject to all staff comments with the inclusion that the developer replace the trees that were lost with ones of comparable size, per condition #3.

Commissioners Reynolds seconded said motion.

The motion was approved on a vote of 8-0-0.

Commissioner Johnson moved to approve PP 98-4.00 subject to all staff conditions of

approval with the addition in condition #13 that the developer retains the right to put utilities across the 20' trail easement, and in condition #17 that the city will install the traffic lights with the equipment and materials being provided by the developer. In addition, add condition #20 stating that the city obtain a 96' right of way on Steele south of Van Asche and on Van Asche east of Steele, but that the streets be constructed as shown [three laned].

Commissioner Reynolds seconded said motion.

Commissioner Odom moved to amend the motion to require the developer to obtain on-off ramps from the State Highway Department at the south end of Steele Boulevard and that once obtained, the right of way for these ramps shall be dedicated by the developer.

Commissioner Estes seconded the motion to amend the previous motion.

The motion to amend failed on a vote of 4-4-0. Commissioners Estes, Hoover, Forney and Tucker voted in favor of the motion, and Commissioners Odom, Reynolds, Johnson and Ward opposed the motion.

The original motion for approval of the subdivision failed on a vote of 4-4-0. Commissioners Odom, Reynolds, Johnson, and Ward voted in favor of the motion, and Commissioners Estes, Hoover, Forney and Tucker opposed the motion.

I trust this information will be helpful to you in hearing the CMN, Phase II appeal. The minutes, of course, constitute the most complete record of the hearing before the Planning Commission and I commend them to you.

PP 98.4.00: Preliminary Plat (CMN Business Park II, Phase I)
North of Highway 71 Bypass and east of Gregg Avenue

This item was submitted by Milholland Engineering on behalf of CMN Properties for property located north of Hwy 71 Bypass and east of Gregg Ave. The property is zoned C-1, Neighborhood Commercial, and C-2, Thoroughfare Commercial, and contains approximately 170.89 acres with 11 lots proposed.

Mel Milholland, Jim Irwin, Ernie Peters and Micki Harrington appeared before the commission in support of the project.

STAFF'S COMMENTS:

Staff recommends approval subject to the following conditions:

1. Planning Commission determination of the requested variances. Refer to the plat for the specific language of the five requested variances.

2. Planning Commission determination of the requested contributions for off-site improvements. At the SDC meeting it was stated that off-site improvements for the entire 309 acres are estimated at $134,000 - $140,000 and that 55% of this will be required for the proposed preliminary plat (phase I).

3. Planning Commission determination of the street construction requirements for this proposed preliminary plat.

   a. The discussion and recommendation from the subdivision committee meeting was that the Developer shall construct, at the developer's expense, two of the proposed four lanes for the Steele and Van Asche Boulevards.

   Please note that the final street section, cost-share and construction for the boulevard and the bridge must be approved by the City Council. Neither staff or the Planning Commission may obligate City funds. It is important to note that neither the current (1998) or the proposed 1999 budgets contain funding for the boulevard or the bridge. Staff supports this funding but the City Council may, or may not, elect to participate in this cost-share.

   Staff recommends that if the City Council is unable, or unwilling to participate in a cost-share for the construction of any street or bridge that the developer, at the developer's expense provide a minimum 36 ft. street for all sections of Steele, Van Asche and the bridge.

   Also refer to the November 2, 1995 letter of agreement.

   b. The Developer shall construct, at the developer's expense, all other streets as 36 ft. three lane streets.

   c. The street issues east of Mall lane are postponed until phase II is developed.

4. Planning Commission determination of any additional improvements or assessments for state highways not contained in condition 2 above. In accordance with 159.33.E, "Off-site improvements to state highways....", the Planning Commission shall determine any improvements required by the developer to be coordinated with the AHTD. Staff requests that the developer contact the AHTD (refer to the June 17 plat review comments) and determine if improvements to Highway 71, the intersection of Shiloh or any other State highway/frontage road

are requested by the State (AHTD). If improvements are requested and/or such improvements determined to be required by the Planning Commission, then the developer shall provide the improvements as a condition of this preliminary plat.

5. Planning Commission determination of the development which shall be allowed upon the individual lots prior to a final plat or prior to construction of streets, drainage, water, sanitary sewer . . .

6. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

7. All improvements shall comply with City's current requirements.

   Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

   Fire protection to meet the Fire Chief's request.

8. The developer shall connect the water main for this development to the existing water mains at the NW Arkansas Mall to the north and to the water mains near Centerbrook Subdivision at the south as a part of this development (not "future" as stated on the plat).

9. A formal geotechnincal report shall be required prior to approval of the grading plan. Any retaining walls, or vertical cuts in rock shall include safety rails to meet the more stringent of the SSBC and AASHTO, if determined applicable by the City Engineer.

10. The final grading plan and the final plat shall clearly provide for the conveyance of storm water runoff and any requirements to be subsequently placed upon the purchasers of the lots shall be clearly stated.

11. The drainage improvements offered by the developer to the adjacent subdivisions are subject to review and approval by the City Engineer. Improvements may be greater in scope than that proposed by the developer's engineer.

12. All drainage outside of public street right-of-way shall be private and privately maintained by the developer or similar approved entity.

13. A twenty foot easement for a multi-use trail in the flood plain shall be provide adjacent to and contiguous with the floodway.

14. The Developer, as stated by their engineer at the September 3, 1998 SDC meeting, shall not propose to channelize, or channelize Mud Creek at any point except for the bare minimum necessary for the bridge construction.

15. The Developer, and/or their engineer, shall contact the County extension service and determine any mutual use of Mud Creek with relation to the recent grant received for this purpose.

16. The bridge calculations and the hydraulic calculations shall be reviewed by the City in addition to any other State or Federal agencies. Further, unless specifically waived by the City Council, if the City participates

50% or greater in the cost of the bridge then the City shall select the engineer for the bridge project.

17. Contribution for stop lights. Five stop lights are warranted for this development based upon the traffic study prepared by the developer's traffic engineer.

18. All lots shall be subject to the Large Scale Development review process and utilization of a common design theme.

19. The preliminary plat approval will be valid for one calendar year. If construction has not started within one year then the approval is void.

Beavers: He would like to clarify that condition #14 was discussed at Subdivision Committee and that the developer would not excessively channelize Mud Creek, but that necessary channelization would be permitted.

Milholland: This is a large block of land divided into several tracts. The smallest tract is 5.79 acres, and the largest tract is in excess of 39 acres. Each tract will come through the Planning Commission for large scale development, which is listed as condition #18 of staff's recommendations. They agree to most of the conditions without comment, but they would like to address six items--conditions #2, 3, 4, 13 and 15 and 17.

Harrington: She will address her concerns to each item in order and would like to reserve commissioners' comments until the end of her presentation.
Regarding condition #2, she would like to clarify that when the large scale developments come in individually, those developers will not be re-assessed on off-site improvement contributions.
Regarding #3, they will comply with the Master Street Plan. The ordinances require only two lanes on this parcel of land, and they have reluctantly agreed to three lane construction for the remainder of parcel. They will hold to the agreement made in Subdivision Committee even though this agreement in beyond the ordinance requirement.
Regarding #4, the developers will work with the city and the Highway Department, but she objects to the wording of the condition that her clients "shall provide" any improvements requested. She feels that this is statement provides the requestor with too general an authorization. She prefers to work with the Highway Department on a request by request basis, and if there are issues that can't be resolved, she asks that they be reviewed before the Planning Commission.
Regarding #13, she would like to confirm that the trail is to be constructed on the north side of the flood way.
Regarding #17, she would like clarification on the contributions for stop lights.

Peters: Regarding item #4, he has contacted Joe Shipman with the Arkansas Highway Department in Fort Smith in order to determine off-site improvements. There are no anticipated improvements to the area at this time, but the department will make a final determination upon seeing the project. He is prepared to pursue issues that arise and cooperate accordingly.

PUBLIC COMMENTS:

There were no public comments at this time.

Milholland: Regarding items #14 and #15, he is content with Mr. Beavers' clarification of the channelization of Mud Creek. The county extension office has stated that the grant available is not specific to this particular area and is to be used for educational matters.

Odom: He would like to address Ms. Harrington's concerns. Does staff have comments regarding the off-site contributions and future funds requested?

Little: The contribution was calculated for improvements to Gregg Street and Clear Creek Bridge in Johnson. The City of Fayetteville is participating in these projects. The way the calculations were derived was to take the traffic projections that were made for the 170 acres of the 309 acre total, or 55% of the land. To say that no further contributions would be necessary would be premature since future developments and traffic generations for them cannot be foreseen. The responsibility for those contributions would pass from this developer to the developer of a future project, and there would be more exact information at that time. There will be additional requests for streets for connectivity when large scale development occurs. This development plan should be considered long range and could potentially take 20 to 25 years for completion of the process. It seems fair to postpone assessment of additional off-site improvements.

Johnson: Regarding the current project, there need to be firm estimates. If the property doesn't develop immediately, she sees no logic in limiting the commission to 1998 figures of cost.

Harrington: She is referring to the concept that the developer is required to contribute off-site improvements for that development's impact off-site. She doesn't want the city to defer its payment responsibility to individual developers.

Odom: The commission will follow the law regarding off-site improvements.

Harrington: Is there any way for her client to receive credit for what has been paid so that another developer won't be assessed the same charges?

Little: The need for any increase in off-site improvement funds would be necessary only if one tract develops such that traffic is generated that is greater than the figures used to calculate the current rate. City ordinance doesn't allow the city to collect additional monies for an improvement that has been completed.

Odom: The next question was regarding item #3 concerning street development. Staff supports funding by the city council, but those funds may not be available. Staff requests that the developer construct a 36-foot street for all sections of Steele, Van Asche and the bridge.

Harrington: They maintain their position that they follow the master street plan

recommendations. They prefer not to construct 36 foot streets in excess of master street plan requirements and will take their request to City Council.

Forney: The applicant notes that Mall Lane has been made a public way and anticipates a connection to Shiloh. There is also a flyover shown connecting Highway 71 North. He would like clarification regarding compliance with the Master Street Plan.

Little: The Master Street Plan is a guide with width requirements outlined. The developer needs to construct roads that will support the traffic for his development. In reference to the current project, it was discussed at Subdivision Committee to postpone discussion of several street connections until large scale development. They have not deviated from the Master Street Plan in regard to the 170 acres being considered with this phase of the project. There are lines drawn on the traffic report reflecting the developer's idea of future development.

Forney: He agrees that there are no deviations from the Master Street Plan within the current development. He has concerns that the connection from Shiloh to the southwest reflects discrepancies from the traffic study (page 5) to the Master Street Plan diagram.

Little: The principle arterial to the west is Van Asche Street which turns into Steele Boulevard. The developer is proposing another street which goes down to connect to Shiloh Drive. The developer's current proposal shows Shiloh Drive extending to the east. The development of the street at lot 7 has been deferred until the development of that lot, and staff has opted to take the right of way in lieu of that street development.

Reynolds: Will the city participate to make the bridge a four-lane as opposed to a two-lane?

Venable: That was designated in the Capital Improvements Program, and funds will be available for participation in the bridge project.

Harrington: With regard to the language in item #3, "shall provide", they would prefer that it read "reasonable requirements will be met and worked out with the staff, and if there is any issue that cannot be resolved, it will be resubmitted to the Planning Commission".

Odom: Item #4 should be changed to read "the construction of the trail shall be adjacent to and contiguous with the north edge of the flood way."

Beavers: Regarding item #17, it was his understanding that per discussion in subdivision committee, an agreement was reached that the developer would provide the hardware for the stop lights, and the city would install them.

Peters: His study has identified the need for five signal locations. It is his recollection that Perry Franklin proposed the division Mr. Beavers mentioned, and he feels that it would be a fair split of costs for the developer to provide for the cost of the stop lights themselves and for the city to provide for the installation.

Milholland: Regarding item #17, he has spoken with John Garcia and Betty Fay at the county extension office. There is a grant available for Mud Creek, but it is for education, not for construction. The grant is for the entire Mud Creek basin, so there would be no available funds for trail construction.

Harrington: She would like to point out that this grant was not sought by the applicant; staff had recommended that the developer investigate the availability of grant funds.

Estes: He has reviewed the traffic study provided by Peters and Associates. The level of service is projected to be better than D at Gregg and the bypass, and at Greg and Van Asche. This level approaches unstable flow, and the likelihood of accidents is greater. The proposed roads required to disburse traffic do not currently exist. He doesn't feel that he has enough information to approve the project, although he would like to see this project develop. He wants to see an additional traffic study.

Johnson: Staff has provided a transparency showing the immense nature of this development in relation to other developments in the Fayetteville area. This development is larger than the current Northwest Arkansas Mall. She would like to see enough right of way dedicated to construct four-lane roads along Van Asche east of Steele and from Shiloh north to Van Asche regardless of what the developers are required to construct at this point. She feels four-lane roads are necessary to service the traffic in this area.

Forney: He has compared this development in size to the downtown area and has noticed that they are roughly the same. While the downtown area has a network of connecting streets, the CMN project doesn't have a south outlet, its east outlet is Joyce, its west outlet is Van Asche , and he doesn't see that those streets are enough to support this development. The problem as he sees it is how to get more access to the project. The proposed flyover might not do any good. Are there studies on the traffic level at the intersection of Highway 71 B and Joyce? He assumes there will be a high volume of left turns in that area which will create traffic congestion.

Peters: He is willing to defer to Perry Franklin's comments, but he can provide the figures that there will be an estimated 56,000 daily trips into and out of the area at full development of the 309 acres, not just the current phase of the project which is currently being reviewed. In constructing this figure, he has attempted to be fully objective and comply fully with zoning estimates. They have looked at the most recent traffic volume data on the surrounding street system. They have taken into account not only development on this street system, but also growth development to the surrounding areas, including the full development of Spring Creek and the Lindsey property. They have included also the 5% of traffic flow from the proposed flyover, which may or may not ever be built, and that amounts to 1400 vehicle trips per day. There were two street segments at level service D, all other segments are at C level. Level service C is the optimum street design, but accepted city standard is D level. The developers have agreed to increase the number of lanes on certain segments. The Van Asche to the west connection has great future significance, and provisions should be made for accommodating the 4-lane route through that area. The developer

has agreed to construct two lanes from Steele Boulevard west eventually connecting to Gregg Street with the city picking up the balance of the remaining two lanes in the future. They envision that Mall Lane will eventually be connected with Shiloh creating the east-west connection. He disagrees with commissioner Forney's comparison of this development with the downtown area, and he feels that the street system will adequately support this development. He has pursued a preliminary cost estimate for an overpass providing a north-south connection over 71 B and to eliminate the interchange at Gregg Street, but the cost would be approximately four million dollars, and an individual developer found that construction cost prohibitive. He requests that the city put plans for the overpass on the Master Street Plan and construct it when funds become available. He believes that traffic issues can be considered when large scale development reaches full impact.

Estes: The traffic coming from the west would enter by the Gregg Street exit, although that connection is not labeled that way. It is a one lane sharp turn to the right with the traffic control being one stop sign. Beyond that, the traffic would turn right and go north. Would a four way stop be adequate to control traffic?

Peters: At this time, yes. In the long term, he believes that the Highway Department will be forced to look at an alternate design for that interchange. The railroad to the west of Gregg Street is a limiting factor to an off ramp. If a new interchange aligning Steele Boulevard and North Hills to the south were constructed, the Gregg Street configuration could be totally eliminated.

Estes: In reference to traffic from the south, people coming from that direction stop at the stop light at the Joyce Street intersection and make a u-turn to the west. Would people access this project in the same manner?

Peters: He doesn't think so. He thinks that cars would more likely enter via Joyce Boulevard.

Estes: The traffic projection for the flyover has been included in the traffic study even though the structure has not been constructed.

Peters: He indicated that structure because it was shown on the Master Street Plan, and he felt it would be an oversight to ignore it. The flyover is unlikely to occur.

Estes: Is his concern about the west access from the Gregg Street connection a legitimate concern?

Peters: Yes, it is.

Forney: The Spring Creek Center traffic generation is included in the traffic study with a volume of about 23,600 cars. The CMN development shows about 56,000 cars even though the square footage of CMN is roughly 4 times the square footage of Spring Creek. This seems to be a discrepancy.

Peters: At the time this table was put together, the expansion of Spring Creek west of Mall Lane was proposed. Much of it was built. The developer had specific land

uses in mind for the remaining expansion, and the figures are more accurate based on actual use. The CMN traffic projections are not that specific because all the information is not available. They can take factors into account and estimate traffic for the zone and proposed land use.

Forney: Since there are so many unknown variables, he thinks they should anticipate the worst case scenario of traffic so that they will be prepared.

Peters: That would be inconsistent with the intent of the development project. If they assume worst case scenario, they will construct more road than needed, which will be wasteful in terms of resources, materials, and parking. For a regional development like this, there are quite a few "pass by" trips from place to place instead of to and from a residence.

Forney: He doesn't want to overbuild, but he wants to utilize the available space without having to reconstruct structures later.

(1) Estes: Is it possible to get an independent traffic study.

Beavers: It is possible, but the expenditure of funds would be left to the discretion of the City Council.

Franklin: At Joyce Street and College Avenue when Wal-Mart opened up, the west side of the intersection generated 8,350 cars. Many more were projected. The Spring Creek estimates were high. The improvements in this area have greatly improved traffic flow. There is level service E during the 5 p.m. peak traffic in that area. When the new Joyce extension to Wilkerson went in, the traffic levels went from approximately 15,000 to approximately 8,000 to give an example of how much a minor improvement can greatly alter and diffuse traffic patterns.

Forney: He still has concerns about traffic in that area with the Spring Creek development generating E level service at peak. What will an additional development's traffic do to that intersection? How will the intersection be able to handle that?

Franklin: He believes that the Van Asche improvement is a workable solution to these concerns. The 56,000 figure quoted by Mr. Peters is for both in and out traffic movements. It does not reflect 56,000 cars going through an intersection one way at one time. He is comfortable with Mr. Peters' traffic study and does not feel that an independent study is necessary.

(2) Johnson: The project consists of about 170 acres. The only new access is Shiloh. All other traffic will have to rely on existing access.

Venable: Gregg Street will be improved to a four lane road, which will improve the traffic flow problem.

Odom: Where is that project on the Capital Improvements Program?

Venable: His closest estimate is that it will take three years for completion.

Reynolds: Has anyone considered putting an overpass at Gregg Street and Van Asche to run the traffic straight west?

Venable: No. There might be a possibility of an interchange at Van Asche and 71 at some time, but there is no current plan to do so.

Johnson: Is there a possibility for any other connection other than the ones that already exist--Van Asche, Shiloh and Joyce--for the next 30 years. If the project doesn't develop out for 20 years, they should be planning at least 30 years ahead.

Venable: The Master Street Plan would have to be updated by then. There are several long-term possibilities, but it is hard to predict that far ahead.

Johnson: She would like Mr. Franklin to answer the question of whether or not he thinks this development will be adequately served by one new access--Shiloh--and the existing streets.

Franklin: He looks at that in terms of numbers 56,000 trips per day divided by two to consider trips both directions. It's a different type of traffic because there are no exact figures on the generation of different types of trips. He can't visualize when these trips are going to occur on any given weekday.

Johnson: What kind of right of way would he recommend that the commission get now to incorporate future development on Van Asche and Shiloh.

Franklin: To the south of Steele, the interchange there would greatly benefit Fayetteville and he would like to see that on a 30 year plan.

Forney: What is the overall level of service for the College and Joyce intersection?

Franklin: Service C, except for the p.m. peak at 5:00.

(3) Forney: The Steele to the bypass connection would be the most efficient way to get people on and off this site.

Beavers: The commission would need a preliminary layout to determine exact figures, but the Master Street Plan requires a minimum of 96 feet (including green space) for the four lane and 110 feet for the boulevards.

(4) Johnson: She would like to see enough right of way granted for the construction of four lane streets on all proposed streets regardless of what is actually constructed.

Milholland: For collector streets on the Master Street Plan, 70 feet is enough for 4 lanes including the sidewalk. The plan presented would allow for 4 lanes.

Beavers: The Master Street Plan requires a minimum of 90 feet with 6 feet of greenspace. This figure also includes a turn lane, which he feels is necessary.

Milholland: We feel like we have offered enough right of way at this point. The Master Street Plan only calls for 36 feet.

Forney: The numbers generated by the traffic study are based on assumption. He doesn't have the assurance that traffic will be adequately addressed.

Hoover: Is lot 9 a greater traffic density than the number that was presented in the study?

Peters: He has no specific knowledge on proposed development for lot 9. He would like to reiterate that there are some tracts that will have higher intensity tract use. When the specific tracts come for large scale development, the Planning Commission will be able to make a proper decision on them.

Irwin: Traffic has always been an issue since June of 1995 when the project was started. That is the reason they are coming before the commission with phase one only. They share the commissioners' concerns that this project is done right from the beginning so that it doesn't have to be reconstructed at a future date. They have tried to be cooperative during the project review process. They would prefer to address issues as they come up, but they would like to get authorization to start the project.

Forney: He would like the commission to consider requiring an on-ramp connection from the bypass to Steele and an off-ramp onto Shiloh.

Irwin: That is a state issue and must be addressed with the State Highway Department.

Johnson: The sidewalk waiver needs to be in the conditions. The commission is only waiving the construction of the sidewalk to the north side only of Shiloh at lot 6. She would like to include that the developer will be allowed to put the utility easements in the flood plain during construction of the trail.

Little: There needs to be an understanding that if the developer dedicates that portion of land for a utility easement, that the city doesn't allow construction of facilities in utility easements. There will be no construction of pavilions or other trail structures allowed in that area.

Johnson: She would request that condition #13 be amended to ad the sentence, "The developer retains the right to put utilities in and across this easement." Condition #17 should be amended to say that the developer will pay for the cost of materials for the traffic lights, and the city will provide the installation for the traffic lights." She feels that they need right of way for 4 lanes for all the streets located in this particular tract, a minimum of 90 foot easement.

Milholland: Some of those streets platted are not on the Master Street Plan.

Beavers: He is referring to the specifications outlined in the Master Street Plan, not the streets themselves.

Milholland: These streets have been enlarged beyond what the Master Street Plan has called for.

Johnson: The Master Street Plan could not have contemplated a 309-acre development adjacent to the mall, adjacent to Spring Creek, across 71 from the other

development, and reality suggests that this will be some of the most heavily traveled area in Fayetteville. She isn't suggesting that the developer build these streets, rather that the developer allow for additional street construction.

Milholland: When the Master Street Plan was updated, they had information on this project. This land had already been rezoned. Realistically, 80 feet is all you need to build four lanes, two sidewalks, and ten feet of greenspace on each side.

Odom: Does this development have any type of restrictive covenants?

Irwin: They definitely will have that, and it will come back for approval.

Forney: Is there mention made in staff's comments of consistent design theme?

Little: Yes, it is condition #18. It is required by commercial design standards.

Beavers: He would ask that the commission review condition #5. He wants to know if Steele Boulevard is required to be put in for the project to go forward.

Irwin: The answer is yes.

(3) Johnson: She wonders about the possibility for Steele to eventually have an on-ramp to the bypass.

Beavers: If you want four lanes in the future, and you want 80 feet of right of way, that limits your turn lanes and greenspace between the back of the curb and the sidewalk.

(4) Johnson: Do you feel that 90 feet is a reasonable number?

Beavers: 96 feet is what it actually comes out to be. You could possibly compromise the greenspace, but he doesn't recommend it. If you desire four lanes, that is staff's recommendation. Three lanes would probably be adequate for the north part of the development, but the southern part with the interchange should have more right of way reserved. Mr. Venable feels that the interchange should be to the east. When the new hospital development comes in adjacent to this property, a specific location might be pinpointed.

Irwin: One of the three property owners is not present, so he can't come up with a specific opinion of the group. He suggests that the commission make a recommendation, and they will do their best to work with it.

Little: The Master Street Plan has streets outlined, but it also has street sections. The question of what it takes to put in a four lane street ultimately calls for a standard. It takes 96 feet to build a four lane section.

(3) Estes: If they are contemplating an interchange with the proposed hospital development, he feels that it is reasonable to consider a 96 foot right of way on Steele.

Odom: He reviewed the waiver requests.

Johnson: The trees being removed should be replaced with trees of comparable size where the developer gets the waiver for the grading.

Commissioner Odom moved to approve the waiver requests 1-5 subject to staff comments with the inclusion that the developer replace the trees that were lost with ones of comparable size, per condition #3.

Commissioner Reynolds seconded said motion.

The motion was approved on a vote of 8-0-0.

Commissioner Johnson moved to approve PP 98-4.00 subject to staff conditions of approval with the addition in condition #13 that the developer retains the right to put utilities across the 20 foot trail easement, and in condition #17 that the city will install the traffic lights with the equipment and materials being provided by the developer. In addition, add condition #20 stating that the city obtain a 96 foot right of way on Steele south of Van Asche and Van Asche east of Steele but that the streets will be constructed as shown.

Commissioner Reynolds seconded said motion.

Commissioner Odom moved to amend the motion to require the developer to obtain on-off ramps from the State Highway Department at the south end of Steele Boulevard and that once obtained, the right of way for these ramps shall be dedicated by the developer.

Commissioner Estes seconded the motion to amend the previous motion.

The motion to amend failed on a vote of 4-4-0. Commissioners Estes, Hoover, Forney and Tucker voted in favor of the motion, and Commissioners Odom, Reynolds, Johnson and Ward opposed the motion.

The original motion failed on a vote of 4-0-0. Commissioners Odom, Reynolds, Johnson and Ward voted in favor of the motion, and Commissioners Estes, Hoover, Forney and Tucker opposed the motion.

KINCAID, HORNE & TRUMBO
ATTORNEYS AT LAW
WALKER-STONE HOUSE
207 W. CENTER
FAYETTEVILLE, ARKANSAS 72701

RECEIVED
OCT 0 2 1998

DAVID B. HORNE
BASS TRUMBO

OF COUNSEL
HUGH R. KINCAID
WARREN E. BANKS
(1929-1987)

TELEPHONE: (501) 521-7050
FAX: (501) 521-7052

October 1, 1998

Mr. Edward D. Connell
City Land Agent
City of Fayetteville
113 West Mountain
Fayetteville AR 72701

RE: City of Fayetteville
Gulley Road Water Line Lift Station
City Project No. 96055

Dear Mr. Connell:

I am enclosing herewith a copy of a comprehensive market analysis done by Mike Price on the Ruth Morris 45 acres. It is his feeling that the remainder acreage after the taking would sustain $2,000-$2,500 per acre damage. The bottom line is his opinion is that the tract as a whole will suffer loss in value from $88,000-$110,000.

I will appreciate your contacting me in order that we can determine if we can arrive at a settlement amount.

Sincerely,

David Horne

Encl.
DH:mb
cc: Ms. Ruth A. Morris

RE/MAX
associates, inc. REALTORS®
1088 E. Millsap, Suite 1
Fayetteville, AR 72703
Office: (501) 444-9400
Office: (501) 636-1300
Fax: (501) 444-6441

RE/MAX Above the Crowd!®

RECEIVED
OCT 0 2 1998

September 23, 1998

Ms. Ruth Morris
c/o David Horne
207 W. Center
Fayetteville, AR 72701

Pursuant to your request, I have completed a market analysis and submit my opinion and estimates of the following described Real Property:

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) and the North Five acres of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section 28, T-17-N, R-29-W, Washington County Arkansas.

In my opinion the highest and best use for this property is to be developed as an upscale residential subdivision. Also, it is my opinion that the current market value of the whole tract (45 acres) is Six Hundred, Thirty Thousand and No/100 ($630,000.00) or Fourteen Thousand and No/100 ($14,000.00) per acre, provided the new water pump station is **NOT installed** as proposed by the City of Fayetteville.

In the event this facility is installed I believe a potential purchaser who would most likely be a developer, will deduct at least Two Thousand and No/100 ($2,000.00) per acre and possibly Two Thousand, Five Hundred and No/100 ($2,500.00) per acre due to the fact that you have little access from Gulley Road to begin with and after construction of this facility there will be a very limited approach which you will have to pass what a high percentage of up scale homeowners will consider to be a undesirable building.

A potential developer might be able to overcome some of this unsightliness by constructing a high brick or some type of attractive masonry fence that would conceal the facility and possibly muffle the noise.

In this event one would estimate that at least 420x8 feet of the fence would be required at a cost of $10.00 per square foot or a total of $33,600.00. Considering this idea, it would still be uncertain how much negative effect would still remain and the potential developer would have to deduct a substantial amount per acre plus the estimated cost of the fence to assume the risk and pursue the development.

Considering the above facts it is my opinion your acreage as a whole will suffer a loss in value of at least $88,000.00 and as much as $110,000.00, should this facility be built.

Also you asked me that I determine a separate value of the approximate .67 acres as shown on Alternate "A". You need to consider that no homeowner is going to want to build right next to this facility and therefore there will be another 1-2 acres immediately east which will be very hard to sell regardless of the price.

A prudent knowledgeable Seller would never sell this .67 acre tract, prior to selling or developing the remaining acreage, unless they obtained a ridiculously high price and had some type of deed restriction preventing an undesirable use.

However, it is my opinion the current market value of this Tract for a residential lot is $35,000.00 assuming a lot split and satisfactory perc. Test could be obtained.

No responsibility has been assumed for matters of a legal nature, nor has any opinion of title been rendered.

The appraisal is made assuming marketable title. Liens and encumbrances, if any, have been disregarded and the property appraised as though it is debt free.

Employment or compensation for making this report is in no way contingent upon the value reported, and I certify that I have no interest in the property.

To whom ever it may concern, I am a Realtor, duly licensed by the State of Arkansas and have been for over the past twenty-five years. I am actively engaged in the sale of Real Estate in the Northwest Arkansas area and in particular, the sale of Undeveloped Acreage. I have personally inspected the above mentioned property and have made a careful analysis of all factors pertinent to the estimate of reasonable value. The values reported is based upon observation of the property in its "as is" condition and in consideration of known sales of comparable property, comparable property now for sale, location and appearance and present market demand.

If I can be of any further assistance, please contact me.

Sincerely,

Mike G. Price
Broker

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Each Office is Independently Owned and Operated

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Mike G. Price
Broker

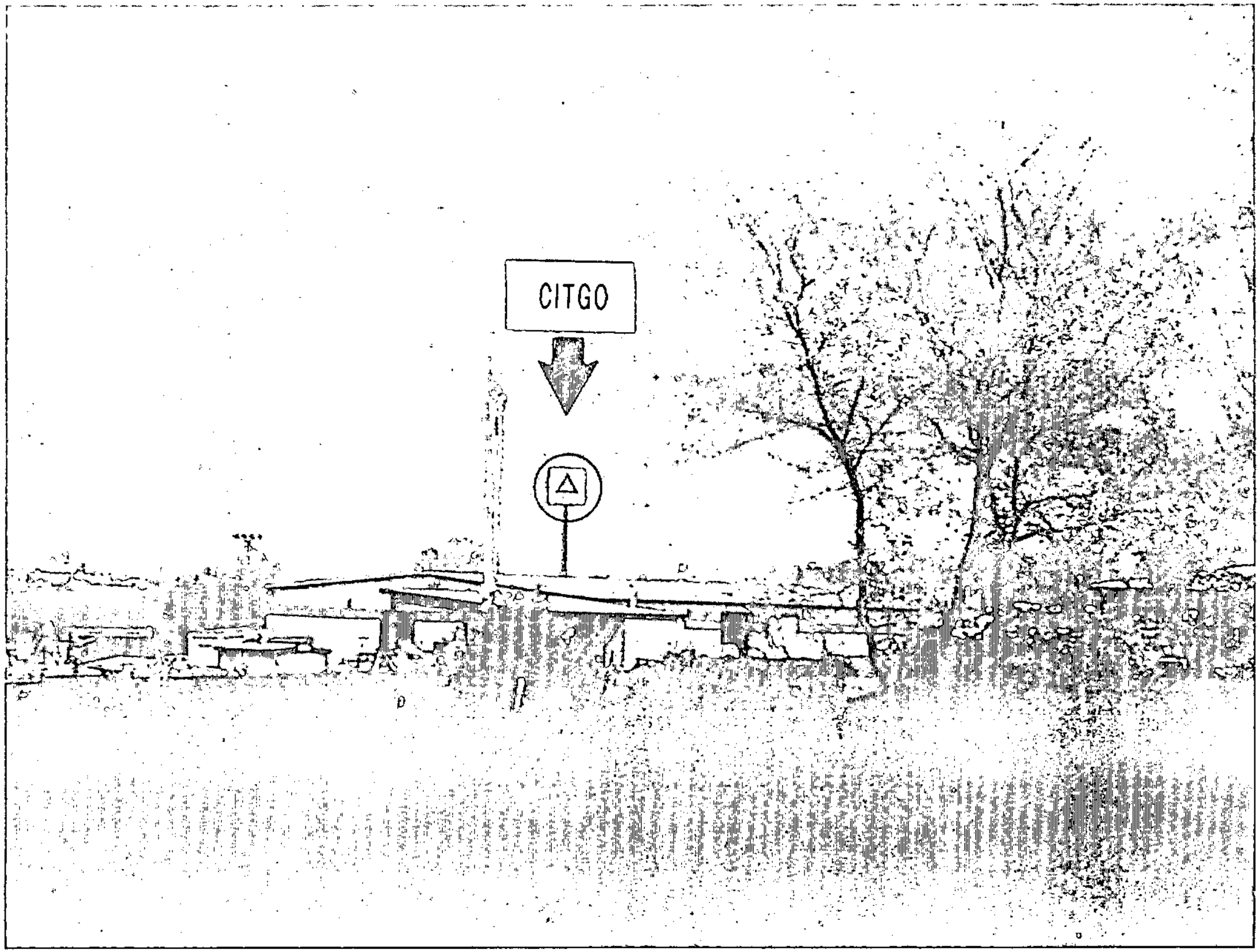
OVERLAY DISTRICT PYLON SIGN INVENTORY

25 PYLON SIGNS FROM NORTH TO SOUTH

Left Side (East)	Right Side (West)
Intersection of Hwy 71B	
Chili's*	
Motorcycles*	
Intersection of Hwy 112	
Citgo	
Liquor to Go*	
	ABF*
	New Holland
	Hesston
	Polaris
	Kawasaki
	West Oaks Animal Hospital
Intersection of Hwy 16	
	Hampton Inn
	Park Inn
McDonalds-off-premises**	
	IGA Westgate
	Total
Nation's Bank	
Tractor Supply	
Hardees-off-premises	
Intersection of Hwy 62	
Exxon	
Waffle House	
	Braum's-off-premises
	Super 8 Motel
	Clarion Inn
Villager Lodge	
Intersection with 71B	
Liquor	

* Not Pictured

**McDonald's is using the space allowed for a sign for Sines Body Shop



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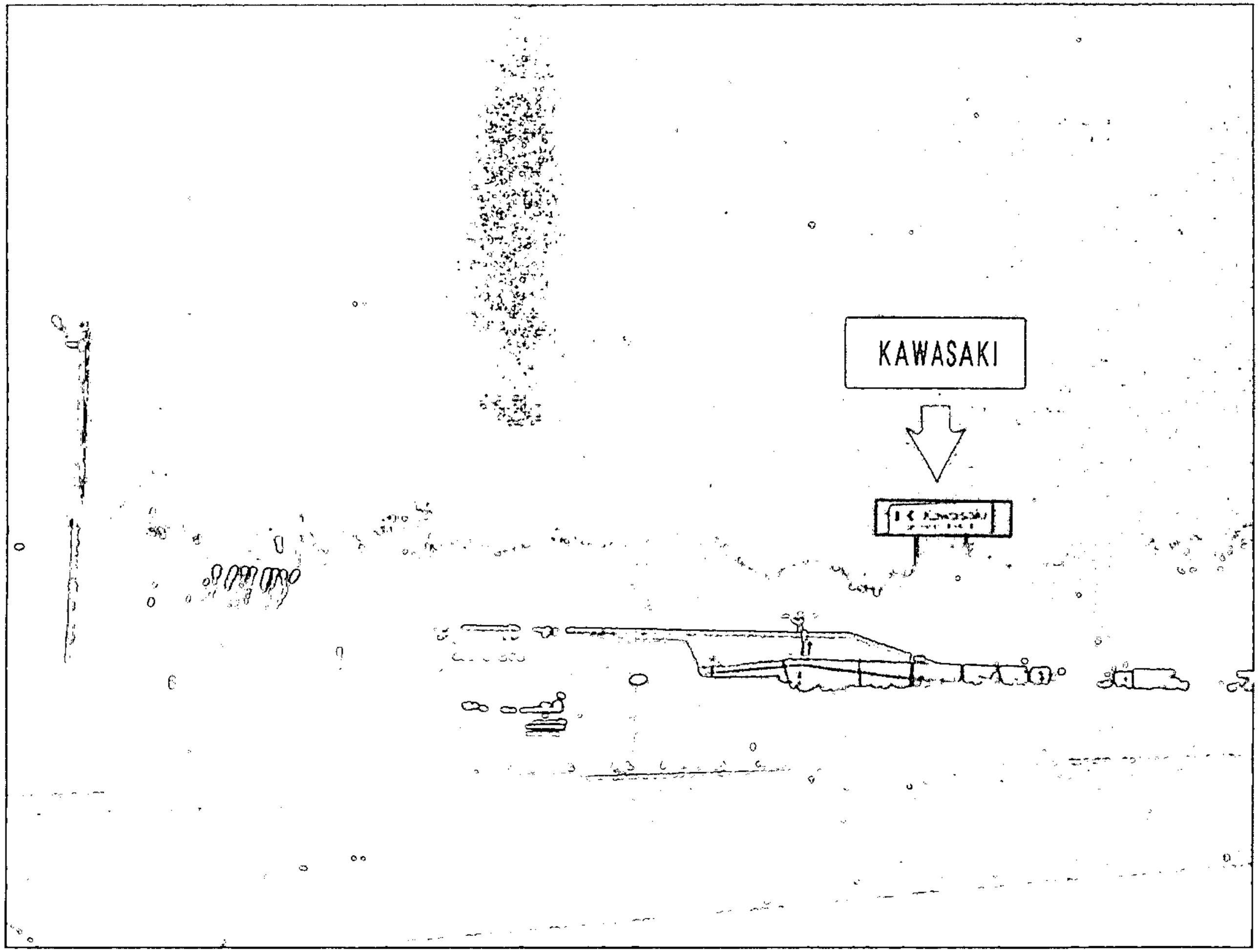
East Side of Hwy 71



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West Side of Hwy 71

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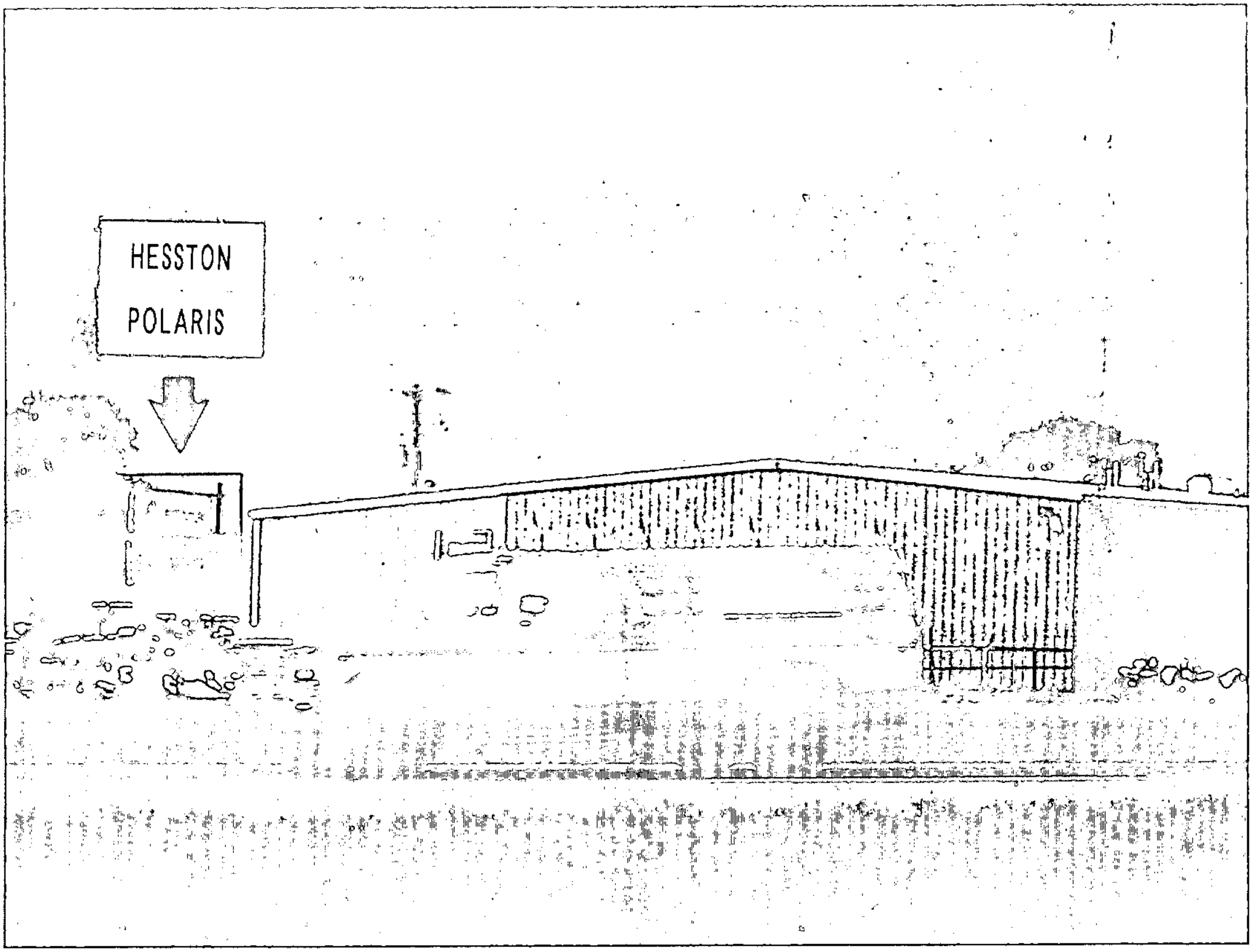
West Side of Hwy 71



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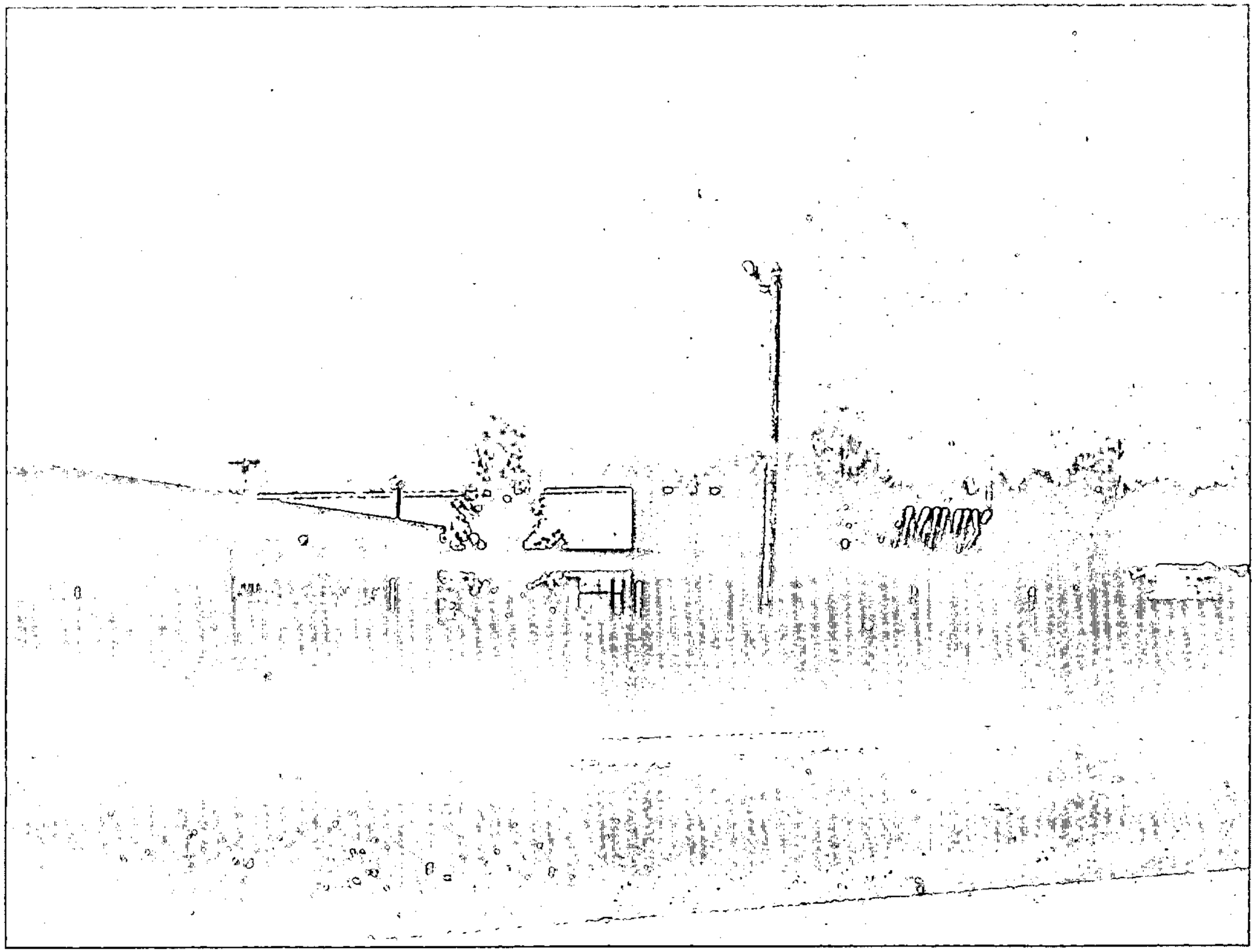

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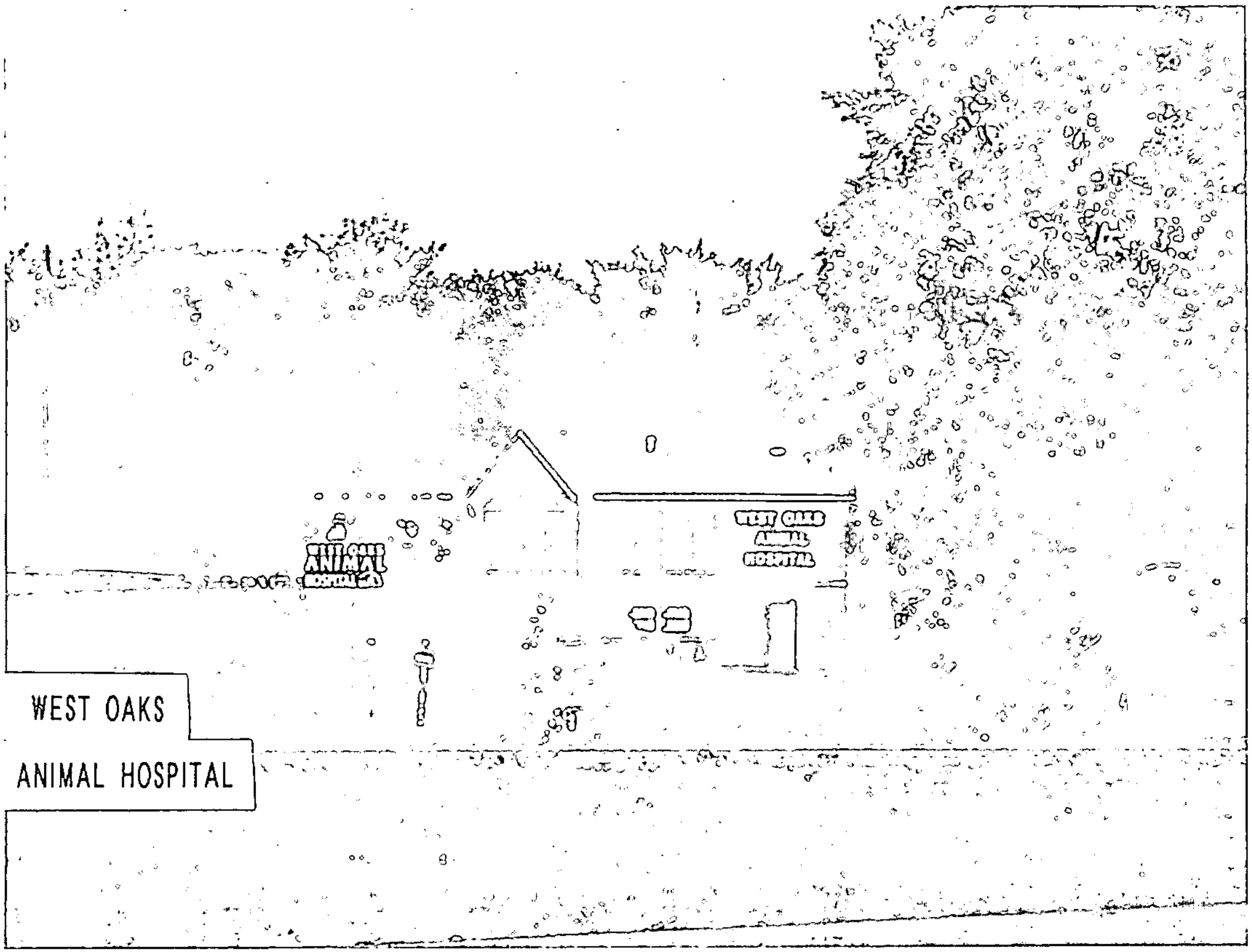

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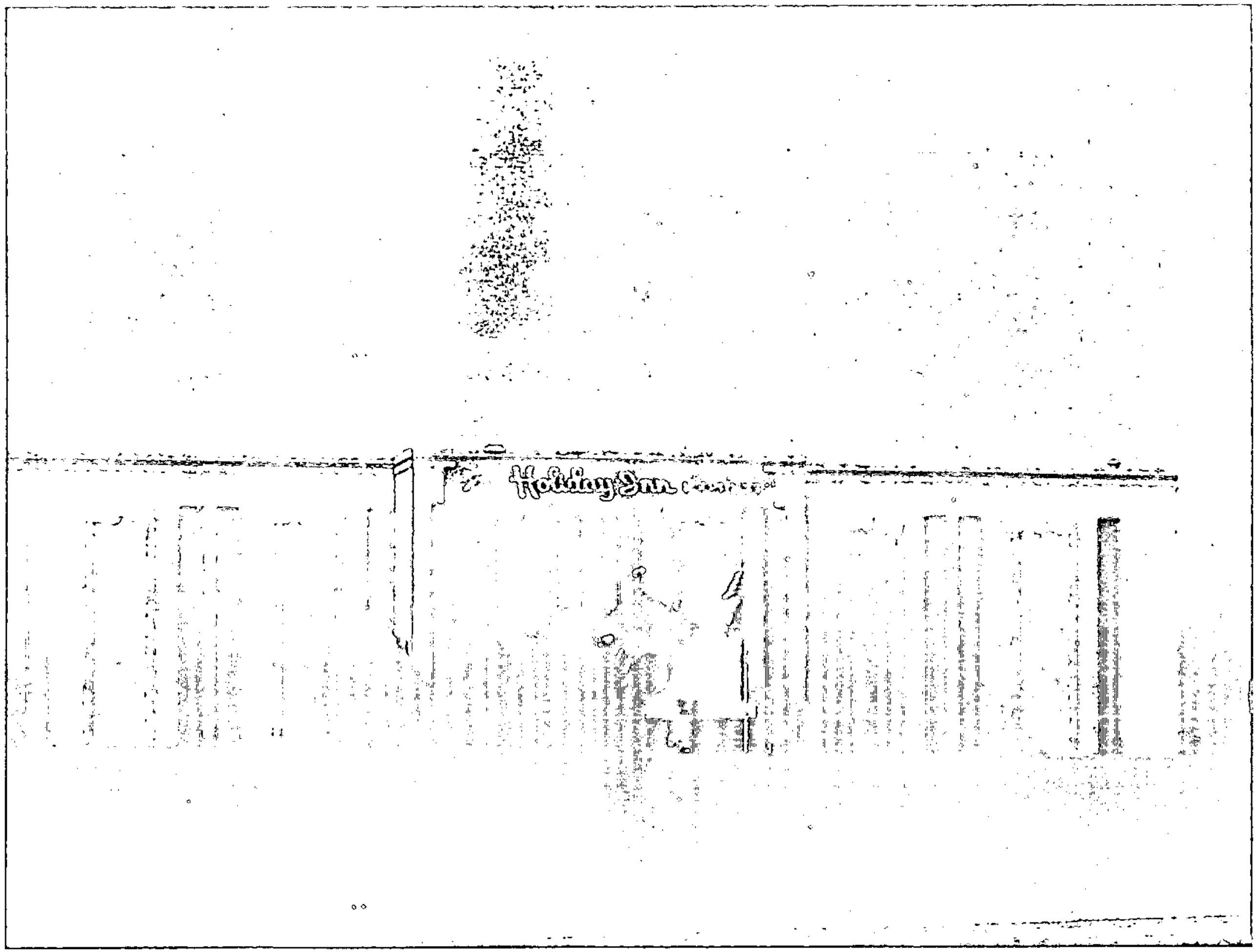

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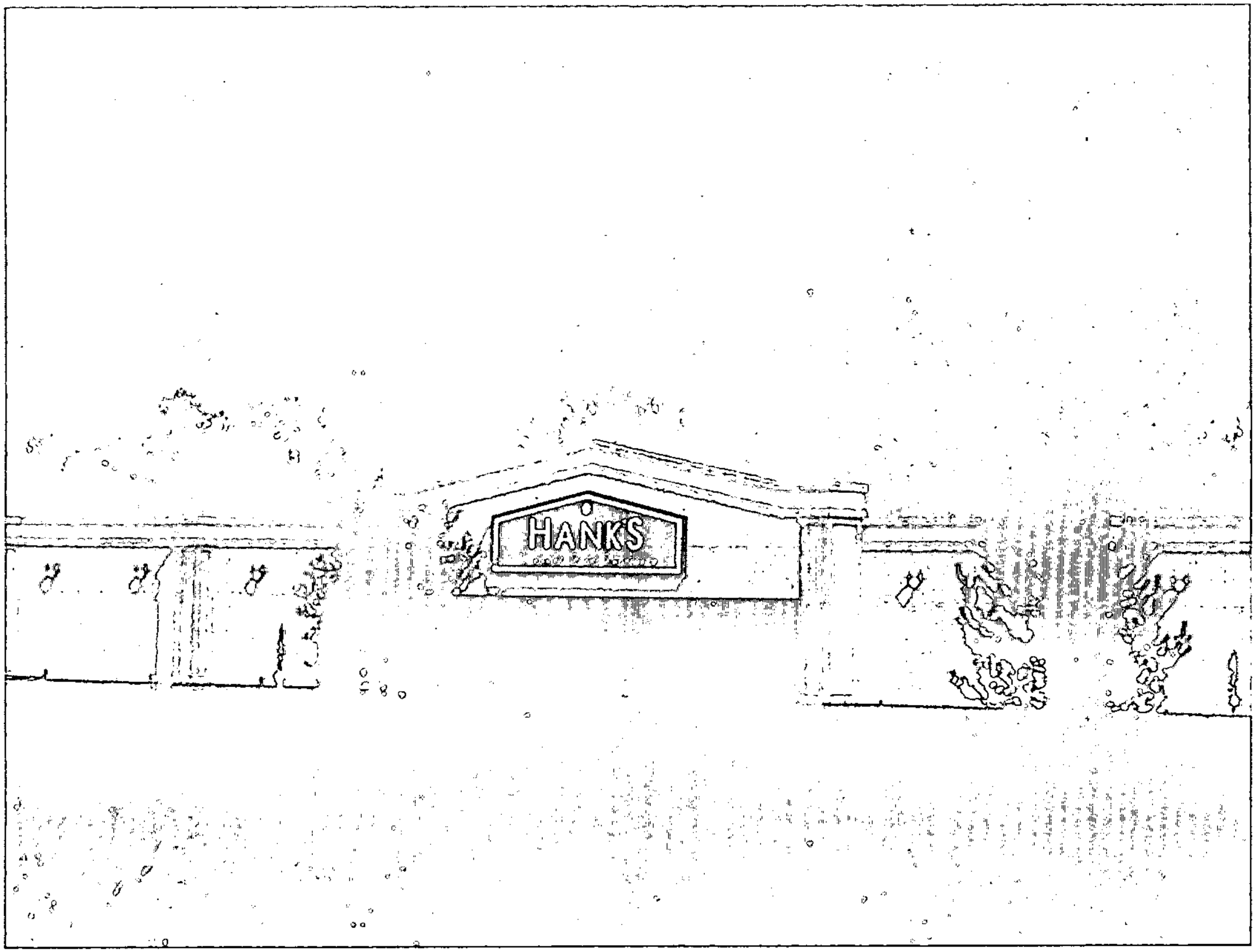
West Side of Hwy 71



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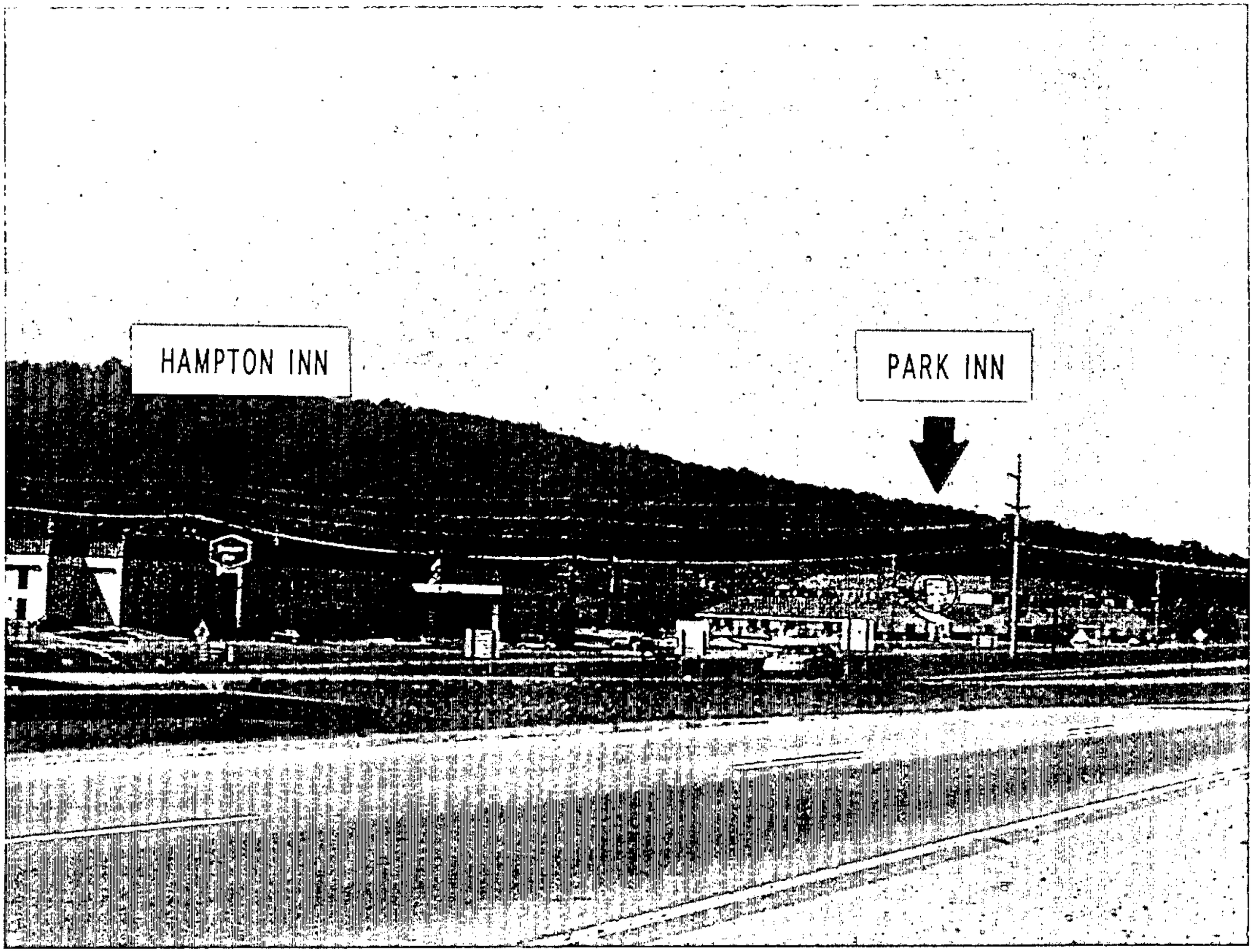
East Side of Hwy 71



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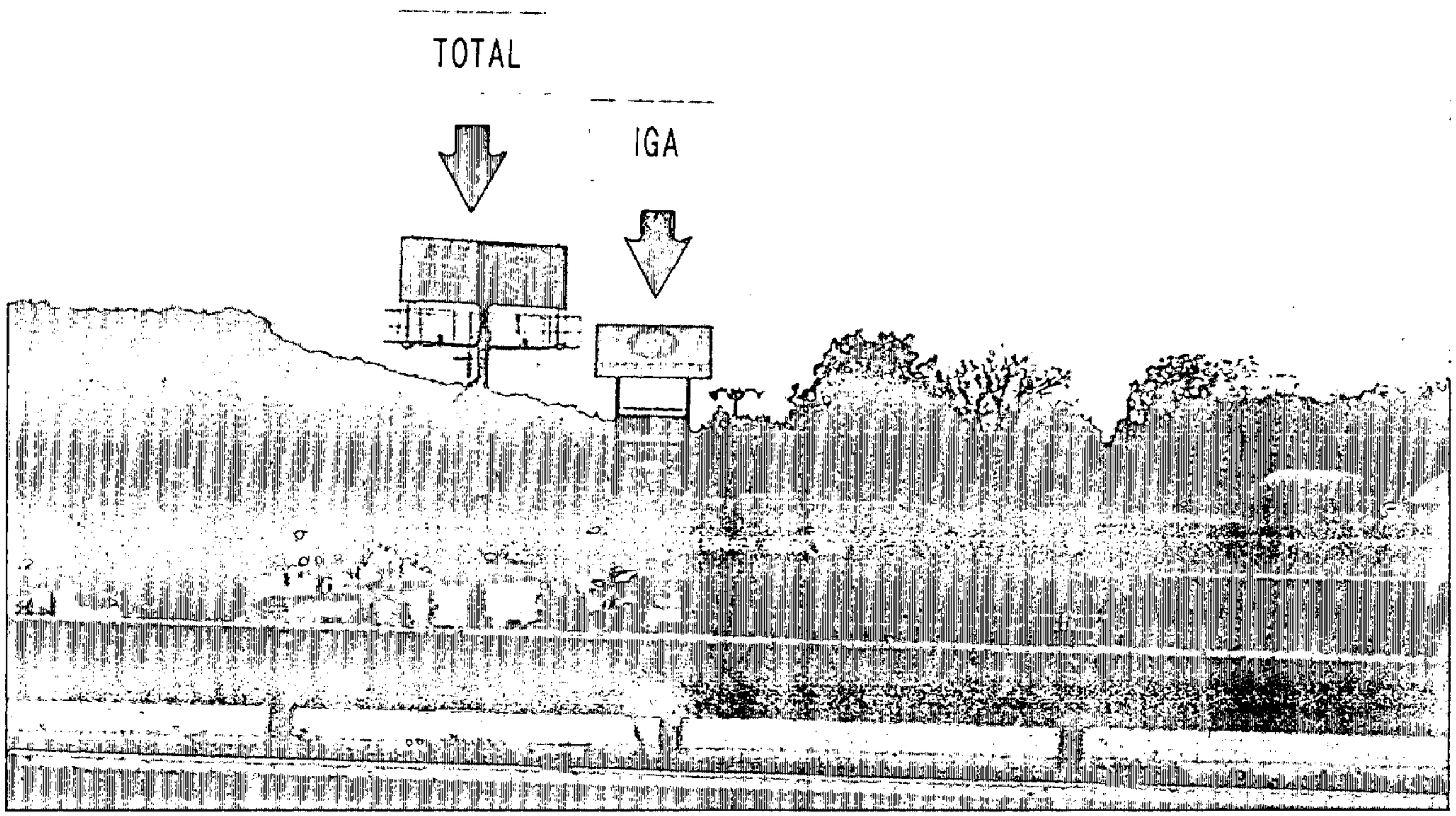

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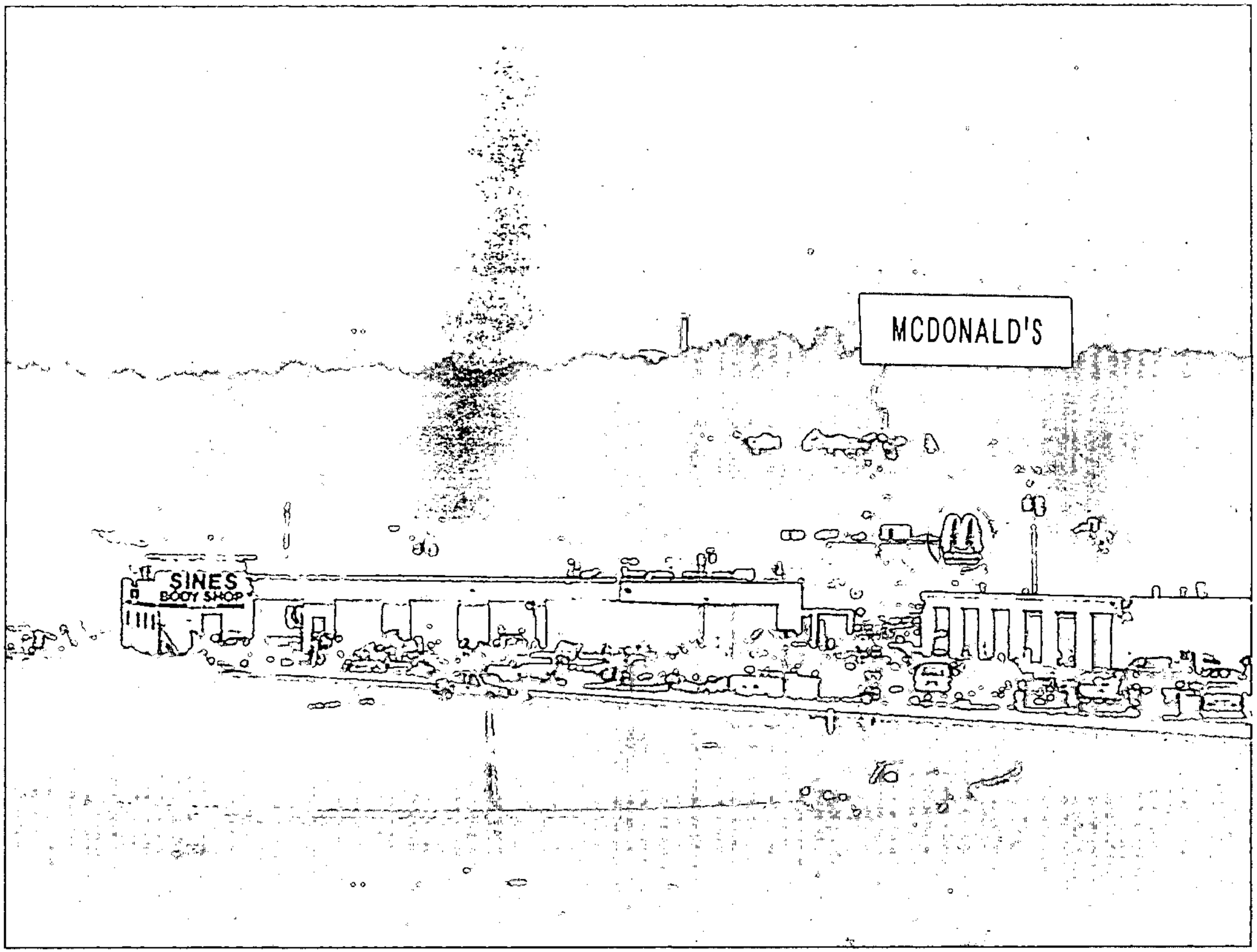

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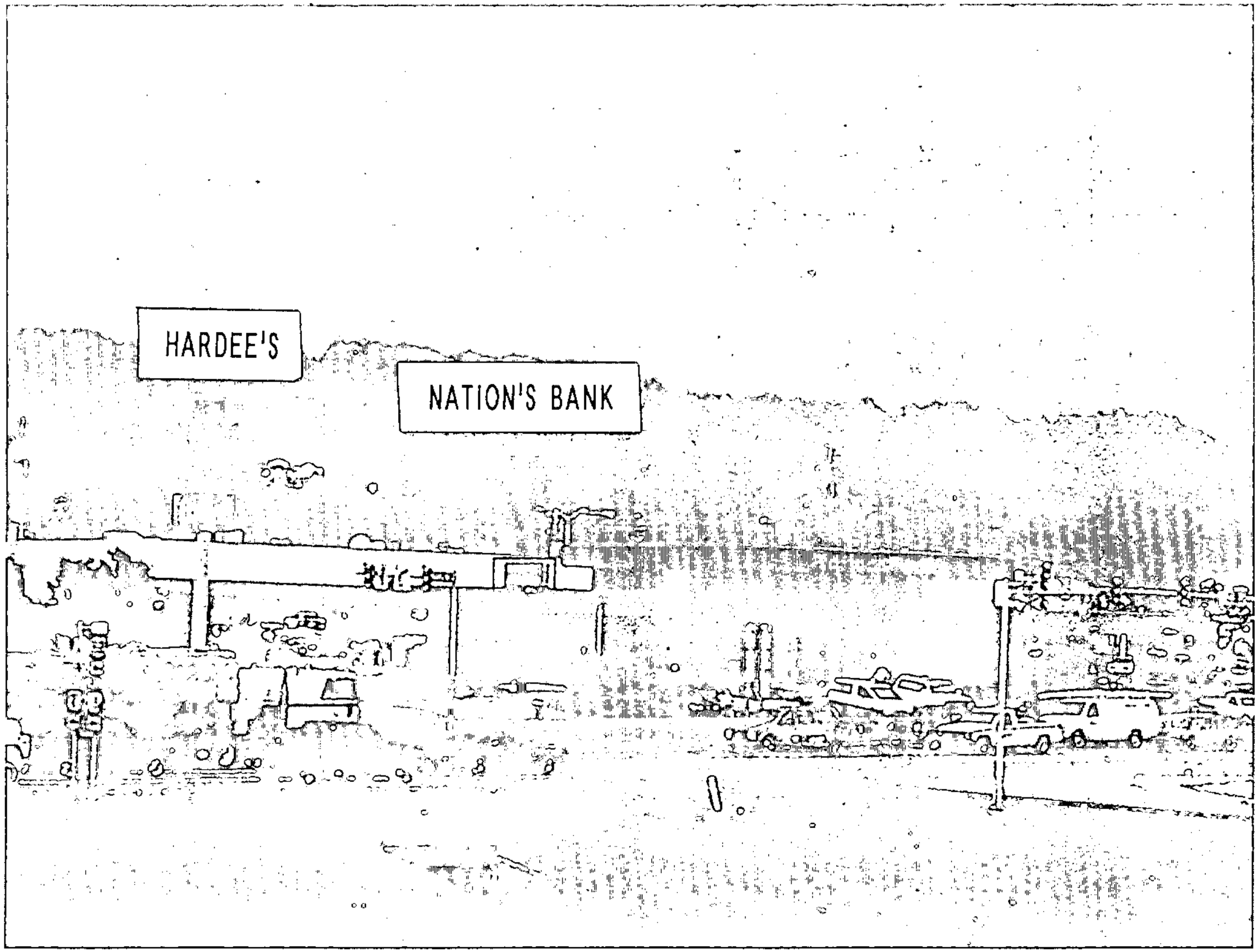

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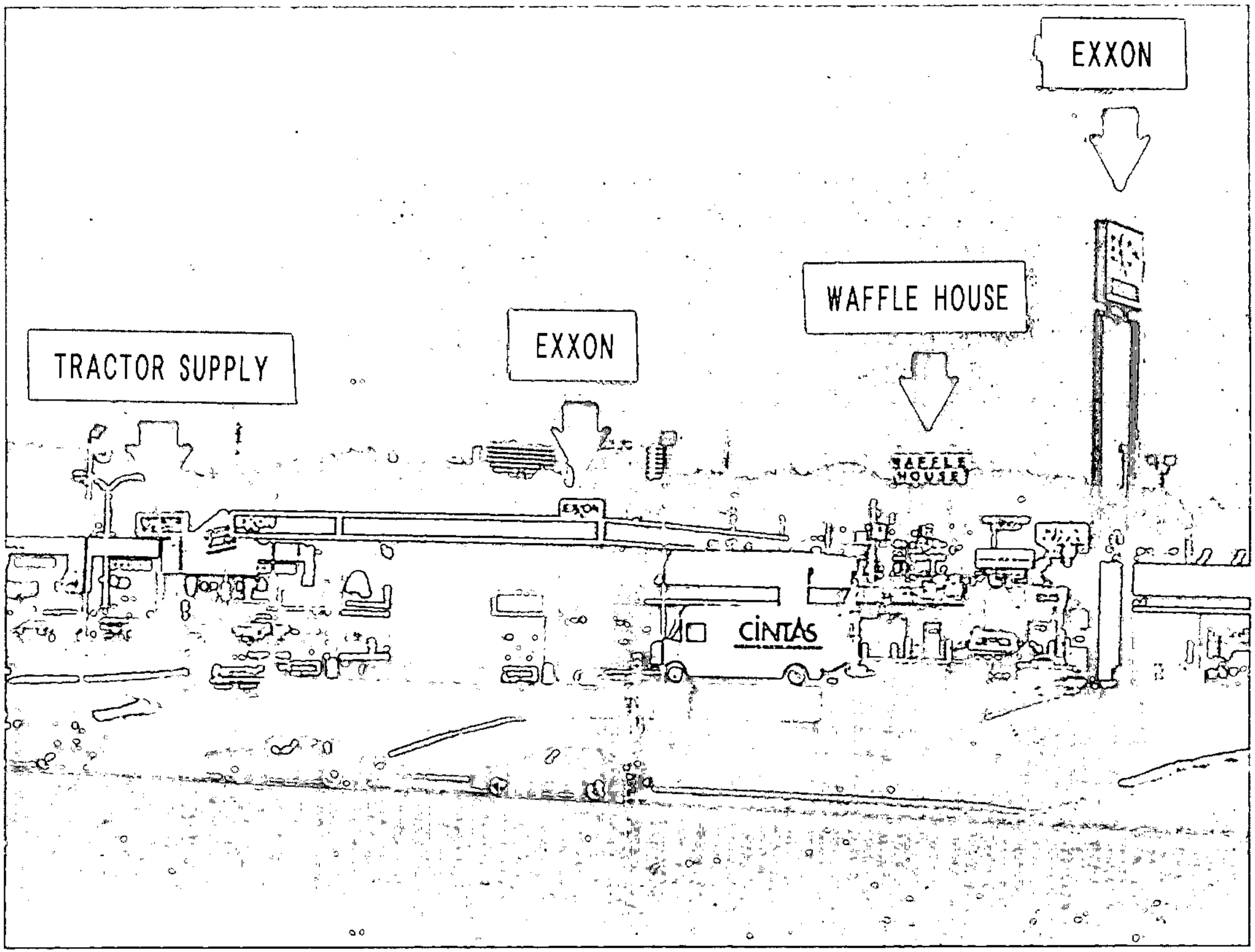

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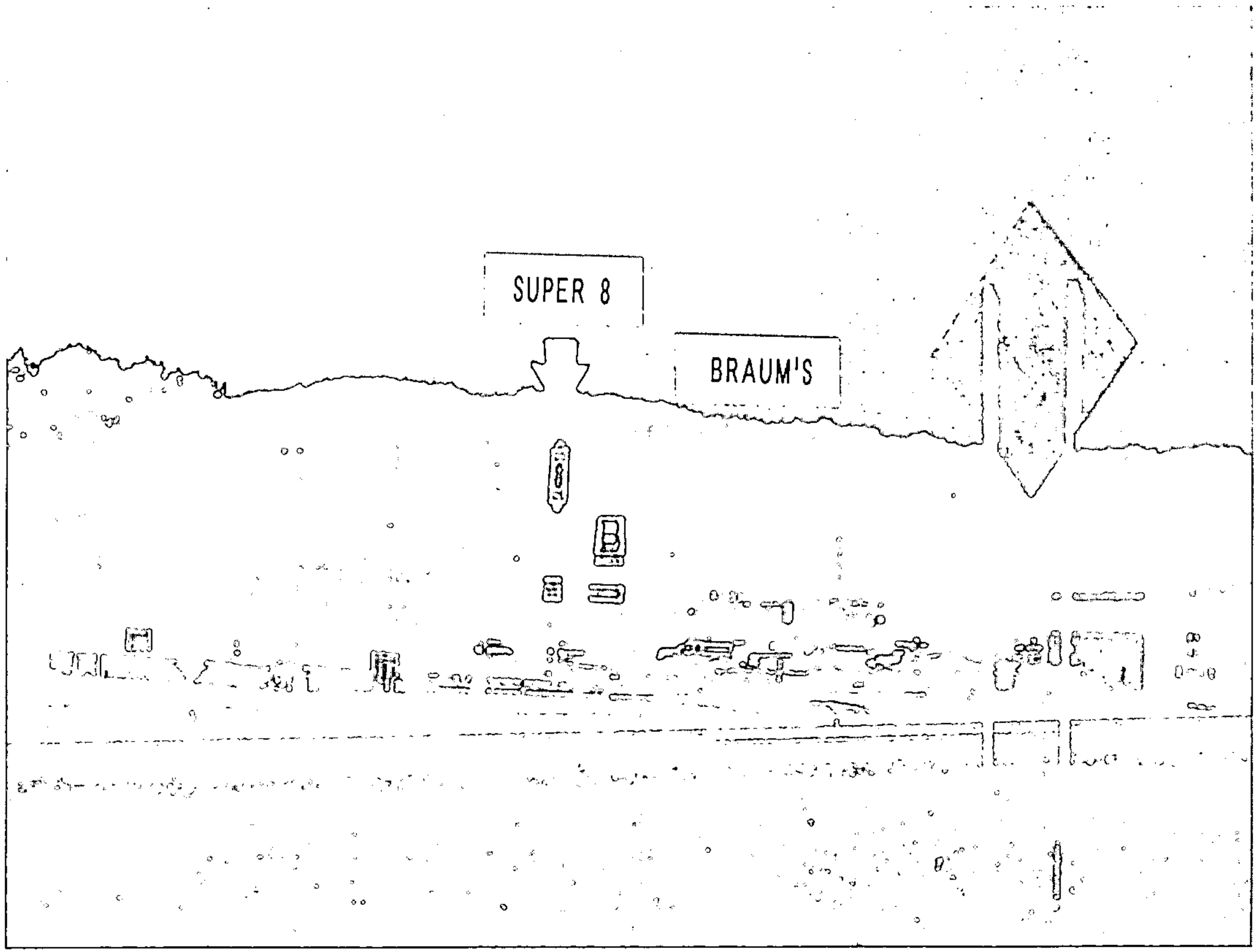

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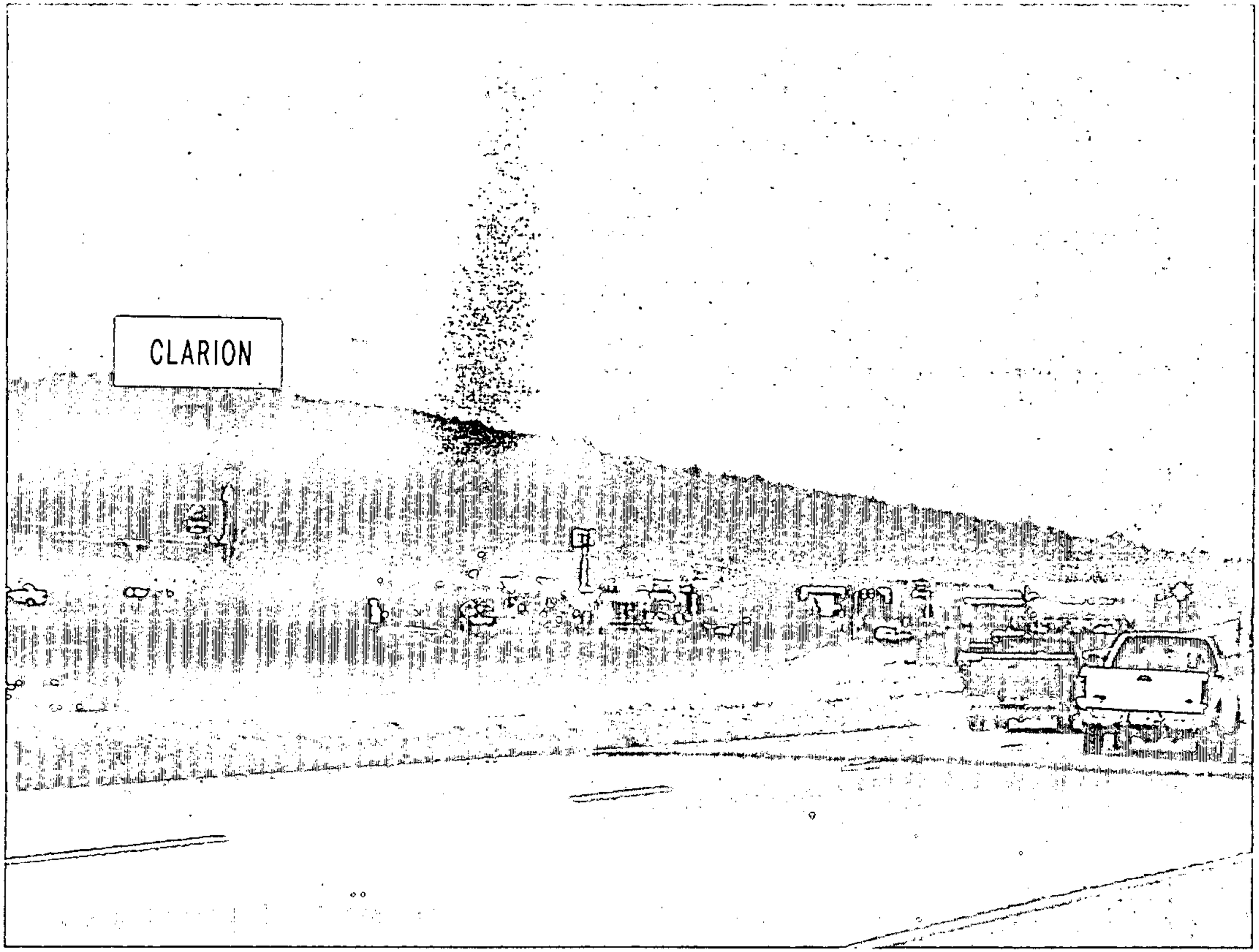

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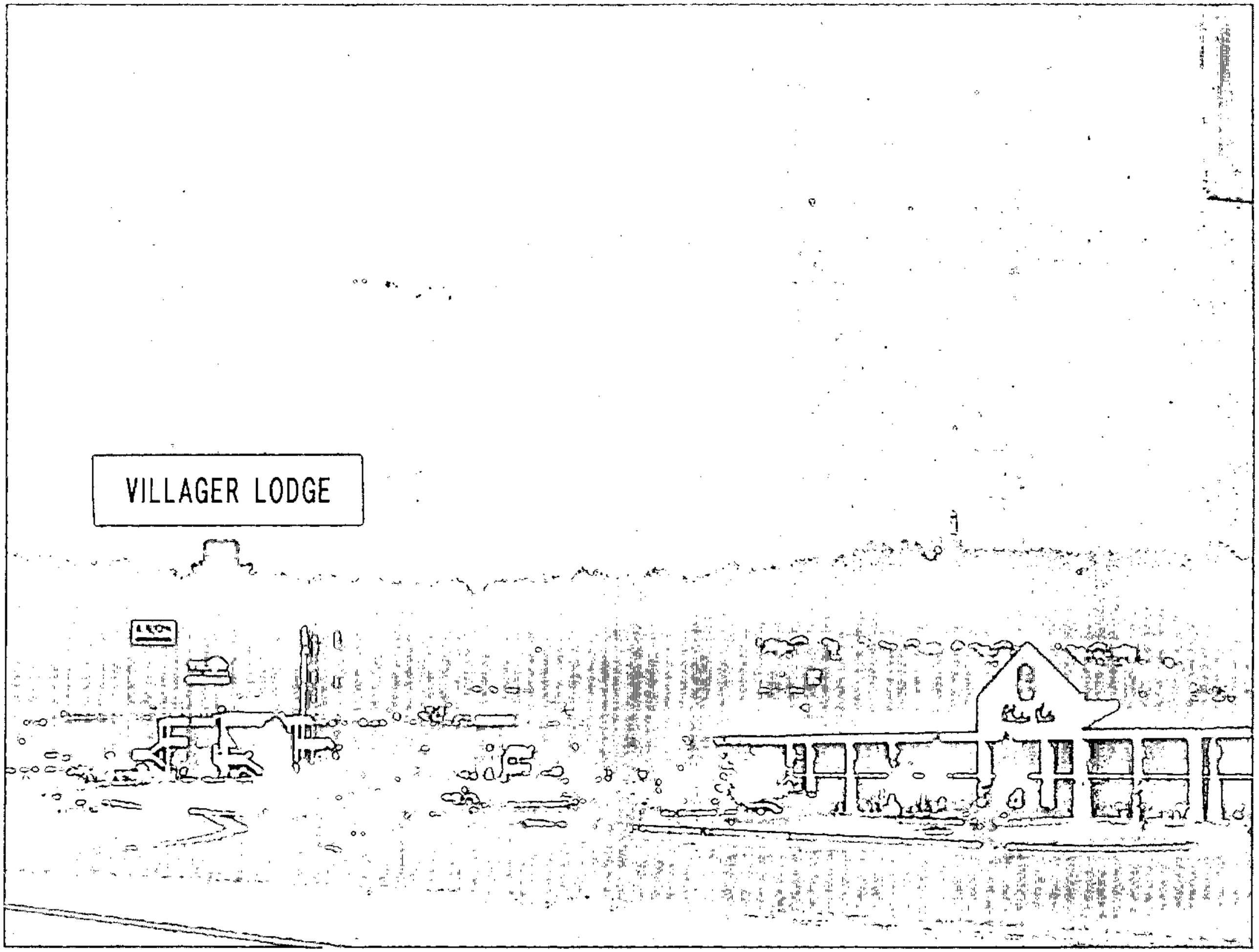

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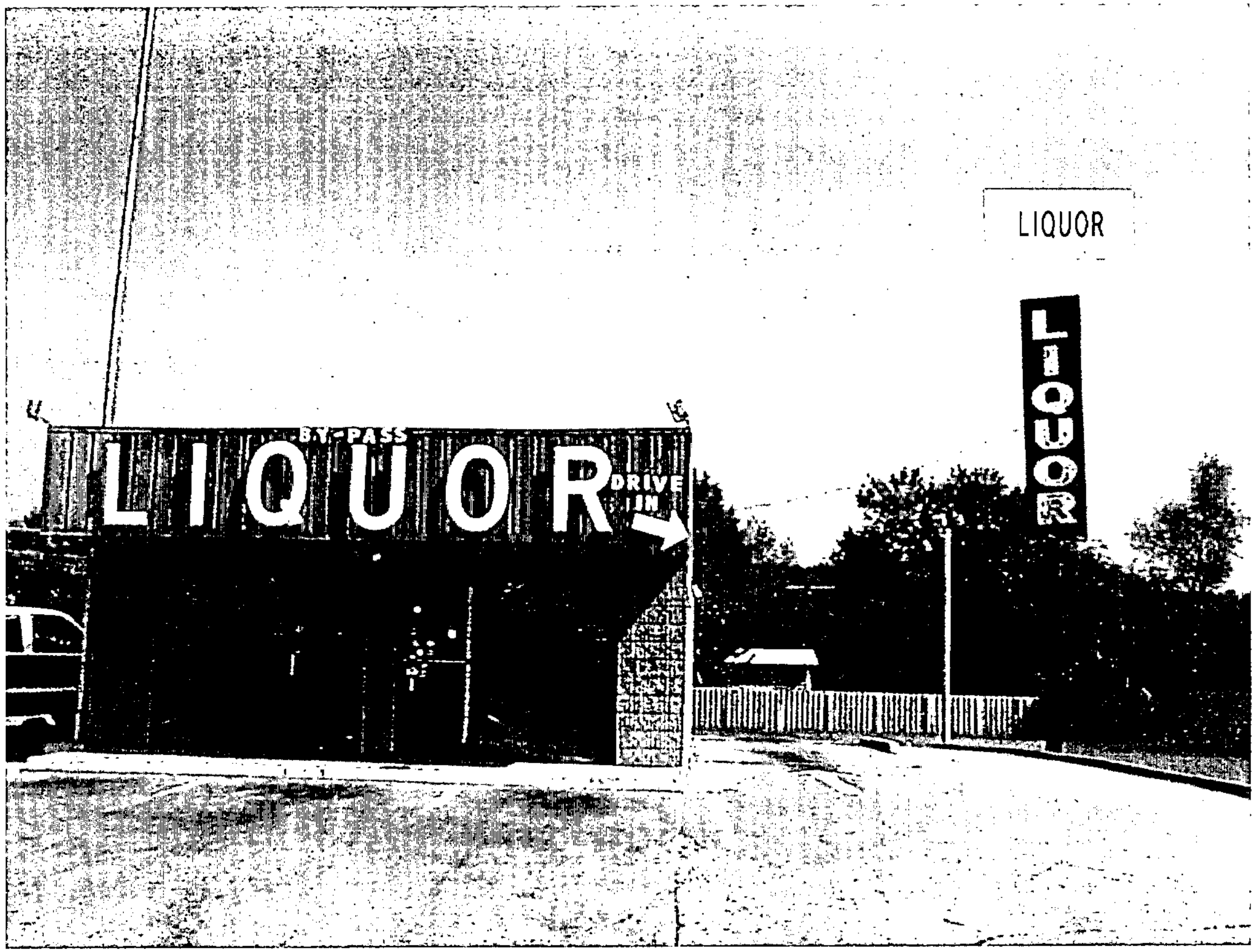
East Side of Hwy 71



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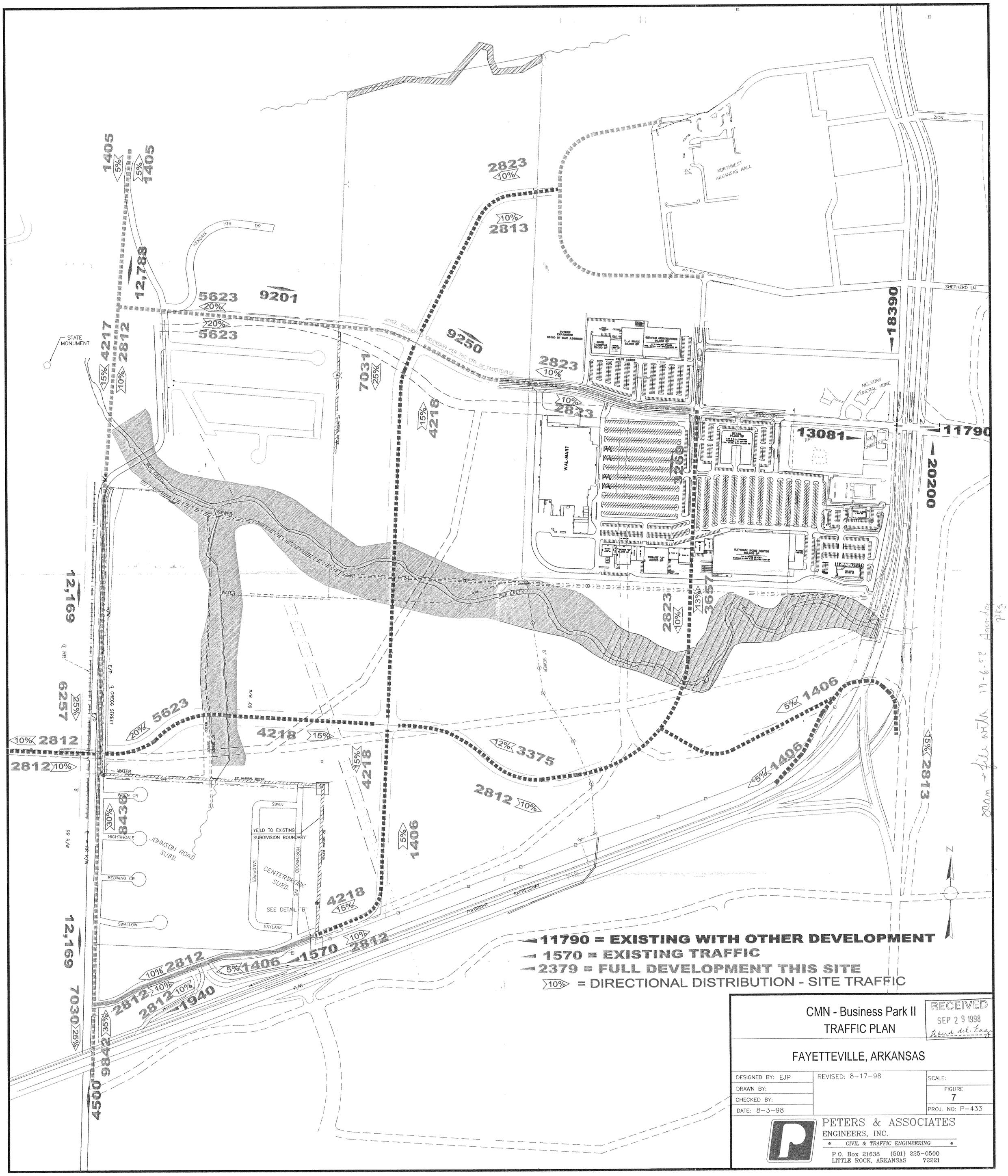
11790 = EXISTING WITH OTHER DEVELOPMENT
1570 = EXISTING TRAFFIC
2379 = FULL DEVELOPMENT THIS SITE
10% = DIRECTIONAL DISTRIBUTION - SITE TRAFFIC
NORTHWEST ARKANSAS MALL
WAL-MART
ZION
SHEPHERD LN
JOYCE BOULEVARD EXTENSION PER THE CITY OF FAYETTEVILLE
NELSONS FUNERAL HOME
MOD CREEK
GREGG STREET
FULBRIGHT EXPRESSWAY
JOHNSON ROAD SUBD.
CENTERBROOK SUBD.
SEE DETAIL 'B'
YELD TO EXISTING SUBDIVISION BOUNDARY
STATE MONUMENT
HENDRIX HTS DR
NIGHTINGALE
REDWING CR
SWALLOW
SKYLARK
SANDPIPER
NORTHWOOD AVE
SWAN
WREN CR
12,788
12,169
9201
9250
5623
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1406
1570
1940
18390
13081
20200
11790
7030
6257
4217
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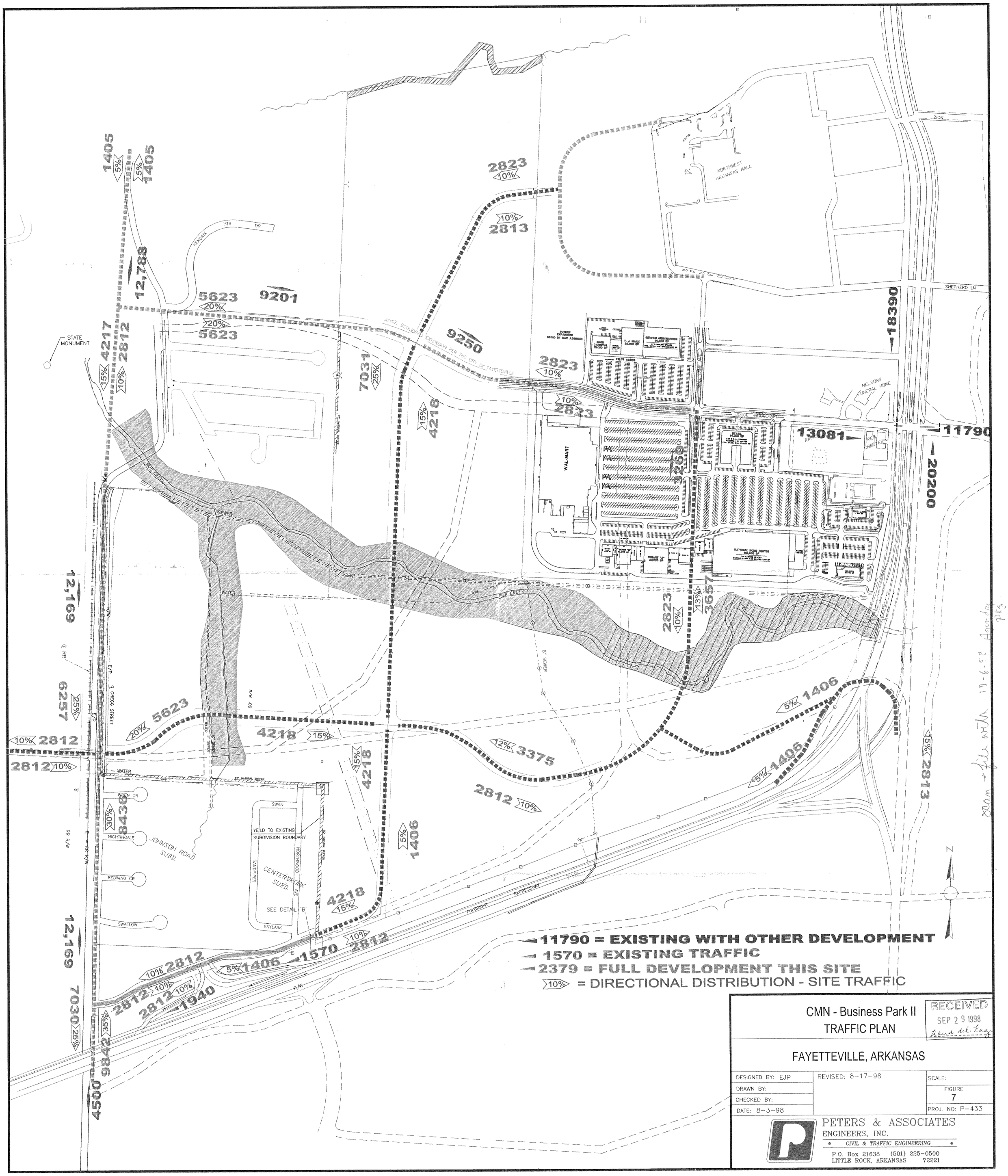
3657
8436
9842
4500
CMN - Business Park II
TRAFFIC PLAN
RECEIVED
SEP 29 1998
FAYETTEVILLE, ARKANSAS
DESIGNED BY: EJP
REVISED: 8-17-98
SCALE:
DRAWN BY:
FIGURE
7
CHECKED BY:
DATE: 8-3-98
PROJ. NO: P-433
PETERS & ASSOCIATES
ENGINEERS, INC.
CIVIL & TRAFFIC ENGINEERING
P.O. Box 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221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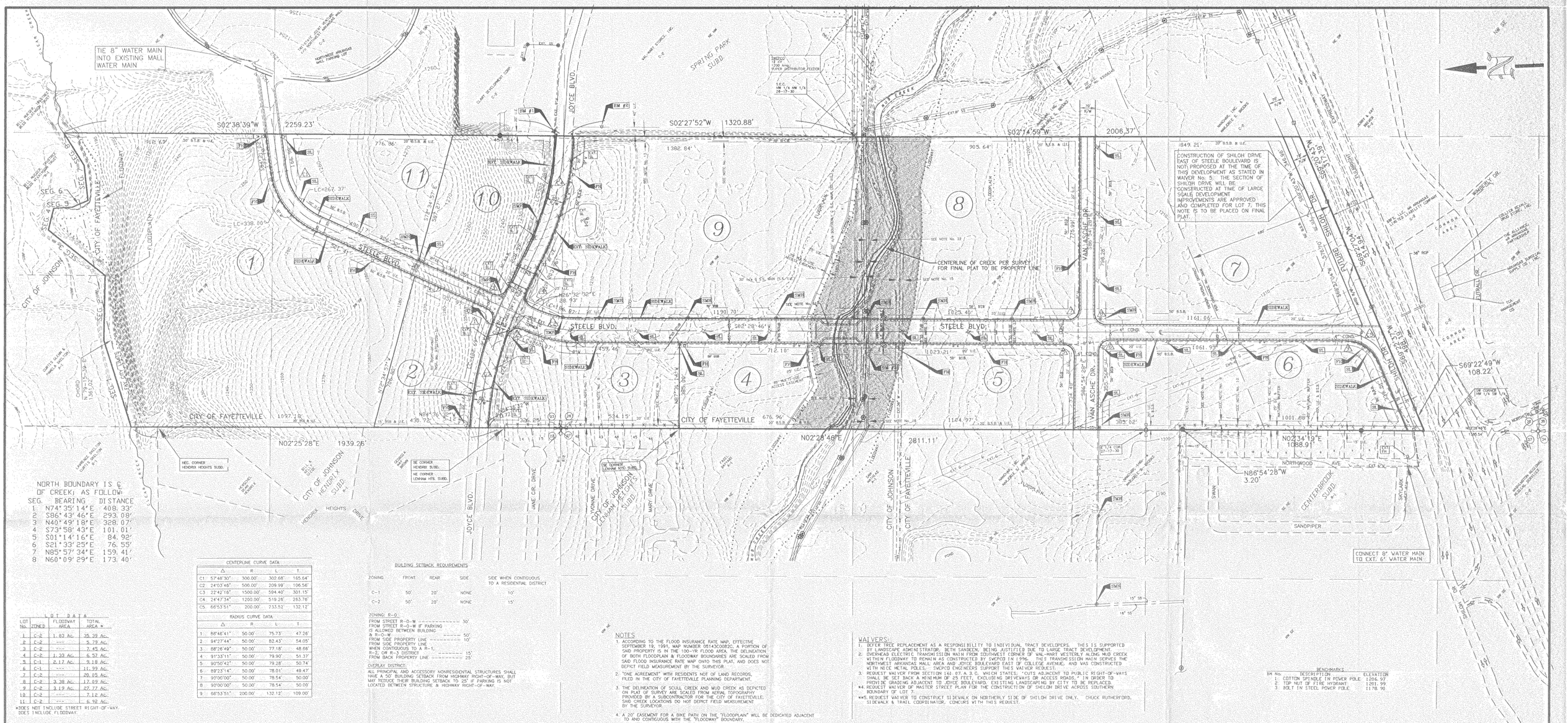


NOTES

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP, EFFECTIVE SEPTEMBER 19, 1991, MAP NUMBER 0514G0208G, A PORTION OF SAID PROPERTY IS IN THE 100-YR FLOOD AREA. THE DELINEATION OF BOTH FLOODPLAIN & FLOODWAY BOUNDARIES ARE SCALED FROM SAID FLOOD INSURANCE RATE MAP ONTO THIS PLAT, AND DOES NOT DEPICT FIELD MEASUREMENT BY THE SURVEYOR.
2. "ONE AGREEMENT" WITH RESIDENTS NOT IN LAND RECORDS, FILED IN THE CITY OF FAYETTEVILLE PLANNING DEPARTMENT.
3. THE DELINEATION OF SCULL CREEK AND MUD CREEK AS DEPICTED ON PLAT OF SURVEY WERE DERIVED FROM AERIAL TOPOGRAPHY PROVIDED BY A SUBCONTRACTOR FOR THE CITY OF FAYETTEVILLE; SAID CREEK LOCATIONS DO NOT DEPICT FIELD MEASUREMENT BY THE SURVEYOR.
4. A 20' EASEMENT FOR A BIKE PATH ON THE "FLOODPLAIN" WILL BE DEDICATED ADJACENT TO AND CONTIGUOUS WITH THE "FLOODWAY" BOUNDARY.
5. SEVERAL OTHER PHASES OF CMN BUSINESS PARK II WILL FOLLOW IN THE FUTURE.
6. EXISTING HIGH PRESSURE GAS MAINS TO REMAIN AS IS; RELOCATION SHALL BE INDIVIDUAL LOT DEVELOPER'S RESPONSIBILITY.
7. 15' NATURAL BUFFER
8. 20' B.S.B. FROM FENCE.
9. PROPOSED FENCE PER AGREEMENT WITH RESIDENTS BY INDIVIDUAL LOT DEVELOPER. SCREENING BETWEEN RESIDENTIAL & COMMERCIAL DEVELOPMENTS SHALL BE REQUIRED AT TIME OF LARGE SCALE DEVELOPMENTS.
10. 20' NATURAL BUFFER
11. 40' B.S.B. PER AGREEMENT WITH RESIDENTS.
12. BRIDGE:
    A. PLANNED BY DEVELOPER: TWO (2) LANES WITH ONE (1) 6' SIDEWALK ADJACENT TO THE FUTURE CURB WITH RAILINGS ON BOTH SIDES.
    B. REQUEST CITY TO PARTICIPATE AND CONSTRUCT TWO (2) ADDITIONAL LANES AND ONE (1) 6' SIDEWALK ON THE WEST SIDE OF BRIDGE.
13. 25' U.E. & D.E.; INST. No. 97027799
14. CONSTRUCTION ACCESS EASEMENT; INST. No. 97027769-80
15. 30' U.E.; INST. No. 94032313
16. 15' U.E.; INST. No. 96036916 SWEPCO OVERHEAD ELECTRIC
17. 50' U.E.; BOOK 1144 PAGE 197
18. ALL STREET LIGHTS & STORM SEWER COLLECTION SYSTEM ARE EXISTING ALONG JOYCE BOULEVARD & ALONG THE EAST SIDE OF LOT 9.
19. ALL LIGHTS ARE PROPOSED TO BE IN MEDIAN AND ASSISTANCE FROM CITY FOR ADDITIONAL SUBGRADE PREPARATION AND CONSTRUCTION OF MEDIAN IS RECOMMENDED BY PLANNING STAFF.
20. EACH LOT DEVELOPER SHALL PROVIDE VEHICULAR ACCESS TO ALL MANHOLES.

*21. AN "OVERALL DESIGN THEME" SHALL BE PROVIDED TO CITY STAFF PRIOR TO FINAL PLAT APPROVAL.

*22. AS REQUESTED DURING IN HOUSE REVIEW, NEW SANITARY SEWER EASEMENT SHALL BE 15' SOUTHERLY FROM EXISTING SOUTH SEWER MAIN.

*23. 8" SANITARY SEWER STUB-OUTS SHALL BE PROVIDED TO LOW SIDE OF EACH LOT.

*24. CONSTRUCTION COST OF MALL AVENUE BRIDGE SHALL BE BORNE 100% BY THE DEVELOPER(S) OF PROPERTIES EAST OF CMN II, PHASE I. THIS NOTE SHALL BE ON FINAL PLAT, CMN BUSINESS PARK II, PHASE I.

*25. OFFSITE IMPROVEMENTS ARE ESTIMATED TO BE $134,000 TO $140,000 FOR THE ENTIRE 309 ACRES. PHASE I SHARE OFFSITE IMPROVEMENTS HAVE BEEN DETERMINED TO BE 55% OF THE TOTAL OFFSITE CONTRIBUTION. THE BALANCE OF THE OFFSITE CONTRIBUTION SHALL BE MADE ON THE SAME PROPORTION BASIS WHEN DEVELOPED.

*26. EXISTING DRAINAGE DITCH IN EAST SIDE OF LOTS 10 THROUGH 13, CENTERBROOK SUBDIVISION, SHALL BE RELOCATED IN BUFFER ZONE OUTSIDE SAID SUBDIVISION.

WAIVERS:

1. BOTER TREE REPLACEMENT AS A RESPONSIBILITY TO INDIVIDUAL TRACT DEVELOPERS. THIS IS SUPPORTED BY LANDSCAPE ADMINISTRATOR, BETH SANDEEN, BEING JUSTIFIED DUE TO LARGE TRACT DEVELOPMENT
2. OVERHEAD ELECTRIC TRANSMISSION MAIN FROM SOUTHWEST CORNER OF WAL-MART WESTERLY ALONG MUD CREEK WITHIN FLOODWAY TO REMAIN AS CONSTRUCTED BY SWEPCO IN 1996. THIS TRANSMISSION MAIN SERVES THE NORTHWEST ARKANSAS MALL AREA ALONG JOYCE BOULEVARD EAST OF COLLEGE AVENUE, AND WAS CONSTRUCTED WITH NICE METAL POLES. SWEPCO ENGINEERS SUPPORT THIS WAIVER REQUEST.
3. REQUEST WAIVER FROM SECTION 161.07 A.3.C. WHICH STATES: "CUTS ADJACENT TO PUBLIC RIGHT-OF-WAYS SHALL BE SET BACK A MINIMUM OF 25 FEET, EXCLUDING DRIVEWAYS OR ACCESS ROADS," IN ORDER TO PROVIDE GRADING ADJACENT TO JOYCE BOULEVARD. EXISTING LANDSCAPING BY CITY TO BE REPLACED.

*4. REQUEST WAIVER OF MASTER STREET PLAN FOR THE CONSTRUCTION OF SHILOH DRIVE ACROSS SOUTHERN BOUNDARY OF LOT 7.

*5. REQUEST WAIVER TO CONSTRUCT SIDEWALK ON NORTHERLY SIDE OF SHILOH DRIVE ONLY. CHUCK RUTHERFORD, SIDEWALK & TRAIL COORDINATOR, CONCURS WITH THIS REQUEST.

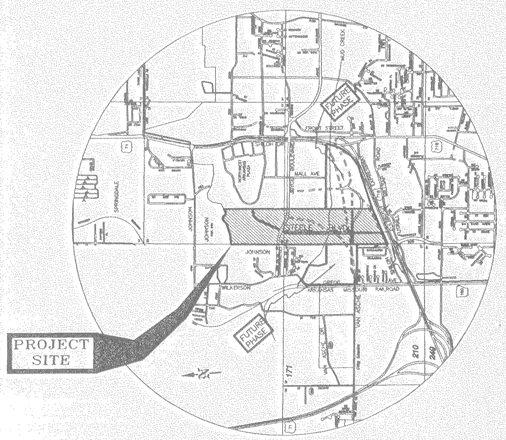
GENERAL PROPOSED CONSTRUCTION NOTES:

I.) STANDARD WATER DISTRIBUTION FIRE PROTECTION
II.) STANDARD SANITARY SEWER COLLECTION
III.) STREET CONSTRUCTION BY DEVELOPER
A.) STEELE BOULEVARD:
1. NORTHWEST ARKANSAS MALL PARKING LOT SOUTHWESTERLY TO JOYCE BOULEVARD: THREE (3) LANES AT 36' BACK-TO-BACK OF CURB
2. JOYCE BOULEVARD SOUTH TO VAN ASCHE: THE EAST TWO (2) LANES OF THE BOULEVARD @ 28' BACK-TO-BACK OF CURB
3. VAN ASCHE SOUTH TO SHILOH DRIVE: THREE (3) LANES AT 36' BACK-TO-BACK OF CURB
4. TWO (2) LANE BRIDGE ACROSS MUD CREEK WITH SIDEWALK ON EAST SIDE
B.) VAN ASCHE:
1. STEELE BOULEVARD EAST TO PHASE I BOUNDARY: THREE (3) LANES AT 36' BACK-TO-BACK OF CURB
2. STEELE BOULEVARD WEST TO PHASE I BOUNDARY: THE SOUTH TWO (2) LANES OF THE BOULEVARD AT 28' BACK-TO-BACK OF CURB.
C.) SHILOH DRIVE:
1. STEELE BOULEVARD WEST TO PHASE I BOUNDARY: THREE (3) LANES AT 36' BACK-TO-BACK OF CURB
2. STEELE BOULEVARD EAST TO PHASE I BOUNDARY: RIGHT-OF-WAY DEDICATED ONLY. CONSTRUCTION WITH LOT No. 7 LARGE SCALE DEVELOPMENT SUBMITTAL AND IMPROVEMENTS.

IV.) SIDEWALK CONSTRUCTION BY DEVELOPER
SIDEWALK SHALL BE 6 L.F. WIDE WITH A 10 L.F. GREENSPACE TO BACK OF CURB.
SIDEWALK SHALL BE PLANNED FOR BOTH SIDES OF ALL STREETS EXCEPT AS FOLLOWS:
A. SHILOH DRIVE:
1. STEELE WEST TO PHASE I BOUNDARY SHALL BE ALONG THE NORTH SIDE ONLY.
B. STEELE BOULEVARD:
1. JOYCE BOULEVARD SOUTH TO VAN ASCHE SHALL BE CONSTRUCTED ON THE EAST SIDE ONLY. WEST SIDE SHALL BE CONSTRUCTED WHEN CITY CONSTRUCTS WEST TWO (2) LANES OF STREET.
C. VAN ASCHE DRIVE:
1. STEELE BOULEVARD WEST TO PHASE I BOUNDARY SHALL BE CONSTRUCTED ON SOUTH SIDE ONLY. NORTH SIDE SHALL BE CONSTRUCTED WHEN CITY CONSTRUCTS NORTH TWO (2) LANES OF STREET.

V.) STORM DRAINAGE SYSTEM
A.) DRAINAGE DITCH TO BE RELOCATED TO THE OUTSIDE EDGE OF CENTERBROOK SUBDIVISION AT IT'S NORTHEAST CORNER WITHIN THE 15' BUFFER ZONE.
B.) RECHANNELIZATION OF MUD CREEK UPSTREAM AND DOWNSTREAM OF PROPOSED BRIDGE LOCATION.
C.) NORMAL DRAINAGE CONSTRUCTION AS REQUIRED BY THE CITY OF FAYETTEVILLE PER CITY ORDINANCES.

VI.) UTILITIES
A.) ALL EXISTING OVERHEAD ELECTRIC SHALL REMAIN OVERHEAD; ALL NEW ELECTRIC SHALL BE UNDERGROUND.
B.) ALL NEW UTILITIES SHALL BE CONSTRUCTION UNDERGROUND.
C.) SEE WAIVER No. 2.
D.) 6" CONDUITS SHALL BE PLACED UNDER STREET SECTIONS AT LOCATIONS TO BE REQUESTED BY UTILITY COMPANIES DURING CONSTRUCT PHASE. DURING CONSTRUCTION OF JOYCE BOULEVARD, THE CITY OF FAYETTEVILLE CONSTRUCTED CONDUITS UNDER JOYCE BOULEVARD AT STEELE BOULEVARD AT THE LOCATIONS DEPICTED ON THIS PLAT.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