

City of Fayetteville Staff Review Form

2019-0151

Legistar File ID

3/19/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Chris Brown

3/1/2019

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Memorandum of Agreement with the University of Arkansas for installation and maintenance of signs on certain roadways on or near the University of Arkansas Campus

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF MARCH 19, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director

FROM: Chris Brown, City Engineer

DATE: March 1, 2019

SUBJECT: **Approval of a Memorandum of Agreement with the University of Arkansas for installation and maintenance of signs on certain roadways on or near the University of Arkansas Campus**

RECOMMENDATION:

Staff recommends approval of a Memorandum of Agreement with the University of Arkansas, Fayetteville for installation and maintenance of street signs by the UA on and near the UA campus, per the exhibit attached.

BACKGROUND:

The City is responsible for maintenance of all public streets within our rights of way. This responsibility includes maintenance of traffic control signs. The Manual on Uniform Traffic Control Devices (MUTCD) regulates all aspects of signs, and is the governing document the city is required to comply with.

DISCUSSION:

The University of Arkansas (UA) desires to install specially colored street name signs at certain locations on and near the campus, on stop and yield signs, and on signal mast arms. The UA has agreed to install and maintain these signs. This Memorandum of Agreement delegates the authority and responsibility for maintaining street name signs in the locations noted in the agreement and on Exhibit A. If approved, the UA will remove the existing street name signs and install signs with a different color scheme and logo.

BUDGET/STAFF IMPACT:

None

Attachments:

Signed Memorandum of Agreement
Exhibit A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

**BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR THE
UNIVERSITY OF ARKANSAS, FAYETTEVILLE**

AND

CITY OF FAYETTEVILLE, ARKANSAS

REGARDING

INSTALLATION AND MAINTENANCE OF STREET SIGNS ON CERTAIN ROADWAYS ON OR NEAR THE UNIVERSITY OF ARKANSAS CAMPUS

WHEREAS, the University of Arkansas, Fayetteville (the University) is located within the city limits of the City of Fayetteville, Arkansas (the City); and

WHEREAS, the University desires to install specially-colored Razorback street name signs on stop and yield sign assemblies and traffic signal mast arms with the Razorback logo (the "Razorback Signs") on certain roadways on or near the University of Arkansas campus; and

WHEREAS, the University has the funds available and will fabricate the Razorback Signs in its sign shop (or may purchase the Razorback Signs); and

WHEREAS, the University is willing to replace the existing signs with the Razorback Signs and agrees to maintain the Razorback Signs for as long as this Agreement is in place.

NOW THEREFORE, the University and the City agree that the street name signs, but not the sign posts or stop signs, on certain roadways on and near campus, as identified below, shall be under the control of the University and maintained as follows:

1. The following streets or portions of streets on and near campus are subject to this agreement:
 - a. Intersection of Arkansas and Maple (overhead/traffic light signage)
 - b. Intersection of Arkansas and Dickson (overhead/traffic light signage)
 - c. Intersection of Maple and N. Leverett (overhead/traffic light signage)
 - d. Arkansas + Reagan
 - e. Arkansas + W. Lafayette
 - f. Maple + Whitman
 - g. Maple + N. Storer
 - h. Maple + Oakland
 - i. Maple + Lindell
 - j. Maple + North Oliver
 - k. Dickson + Duncan

- l. Dickson + Harmon
- m. Dickson + McIlroy
- n. Dickson + Garland (south of Union)
- o. Harmon + Center
- p. Harmon + Fairview
- q. Duncan + Williams
- r. Cleveland + Razorback
- s. Cleveland + N. Hall
- t. Razorback + W. Cardwell

The streets are also identified on the map attached hereto as Exhibit A and made a part hereof.

2. UNIVERSITY'S RESPONSIBILITIES. The University shall be solely responsible for:

- (a) The design of the Razorback Signs. The University agrees that the font size and type, and reflectivity of the Razorback Signs shall comply with all applicable local, state and federal standards for traffic control devices.
- (b) Fabrication or procurement of the Razorback Signs. The University shall bear the entire cost of fabricating the Razorback Signs in its sign shop or purchasing the Razorback Signs from a vendor.
- (c) Installation of the Razorback Signs. The University shall bear the entire cost of removing existing signs and replacing them with the Razorback Signs. Existing green signs shall be returned to the City.
- (d) Maintenance of the Razorback Signs. The University shall bear the entire cost of maintaining the Razorback Signs (but not the street sign posts or stop signs) for as long as this Agreement is in place. The University shall monitor the condition of the signs and shall ensure that any missing or damaged Razorback signs are repaired or replaced within 30 days.

In the event any notice is required, the University contact shall be:

Jay Huneycutt
Director, Planning and Design, Facilities Management, University of Arkansas
479-575-7267
FAMA B117, University of Arkansas
Fayetteville, Arkansas 72701

3. CITY'S RESPONSIBILITIES. The City shall:

- (a) Cooperate with the University to ensure the accuracy of street names and the proper placement of the signs.
- (b) Notify the University if it learns of any damaged or missing Razorback Signs.

In the event any notice is required, the City contact shall be:

Terry Gulley
Transportation Services Director
479-575-8207
113 W. Mountain St.
Fayetteville, AR 72701

4. DURATION

This Agreement will only expire if the City vacates the rights of way subject to this Agreement.

5. TRANSFER

This Agreement shall not be transferable unless approved in writing by the City of Fayetteville and the Board of Trustees of the University of Arkansas.

6. AMENDING THE MEMORANDUM OF AGREEMENT

Should any of the signatories to this Agreement believe that the terms of this Agreement are not being met, or cannot be met, that party shall immediately notify the other signatories and request consultation to amend this Agreement. The parties agree to act in good faith to resolve any issues incurred over the term of the Agreement, consistent with any applicable laws, codes or ordinances. The process to amend this Agreement shall be conducted in a manner similar to that leading to the execution of this Agreement.

7. TERMINATING THE MEMORANDUM OF AGREEMENT

This Agreement shall not be terminated except (i) by written agreement of the authorized respective representatives of the City of Fayetteville and the Board of Trustees of the University of Arkansas or (ii) upon twelve months' prior written notice from an authorized representative of the Board of Trustees of the University of Arkansas to the City of Fayetteville.

8. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same document. The parties agree that copies of faxed or PDF copies of the signature pages shall be deemed a valid and binding upon each of them.

9. GOVERNING LAW

This Agreement shall be governed and construed under the laws of the State of Arkansas without regard to its choice of law principles. By entering into this Agreement, neither the City nor the University waive any immunities to suit that are or may be available to either of them or their respective officials, trustees, representatives or employees.

SIGNATORIES

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR THE
UNIVERSITY OF ARKANSAS, FAYETTEVILLE, ARKANSAS



Name: Joseph E. Steinmetz
Title: Chancellor

3/1/2019
(Date)

CITY OF FAYETTEVILLE, ARKANSAS

Mayor Lioneld Jordan
City of Fayetteville, Arkansas

(Date)

ATTEST: _____
Sondra Smith, City Clerk-Treasurer

(Date)

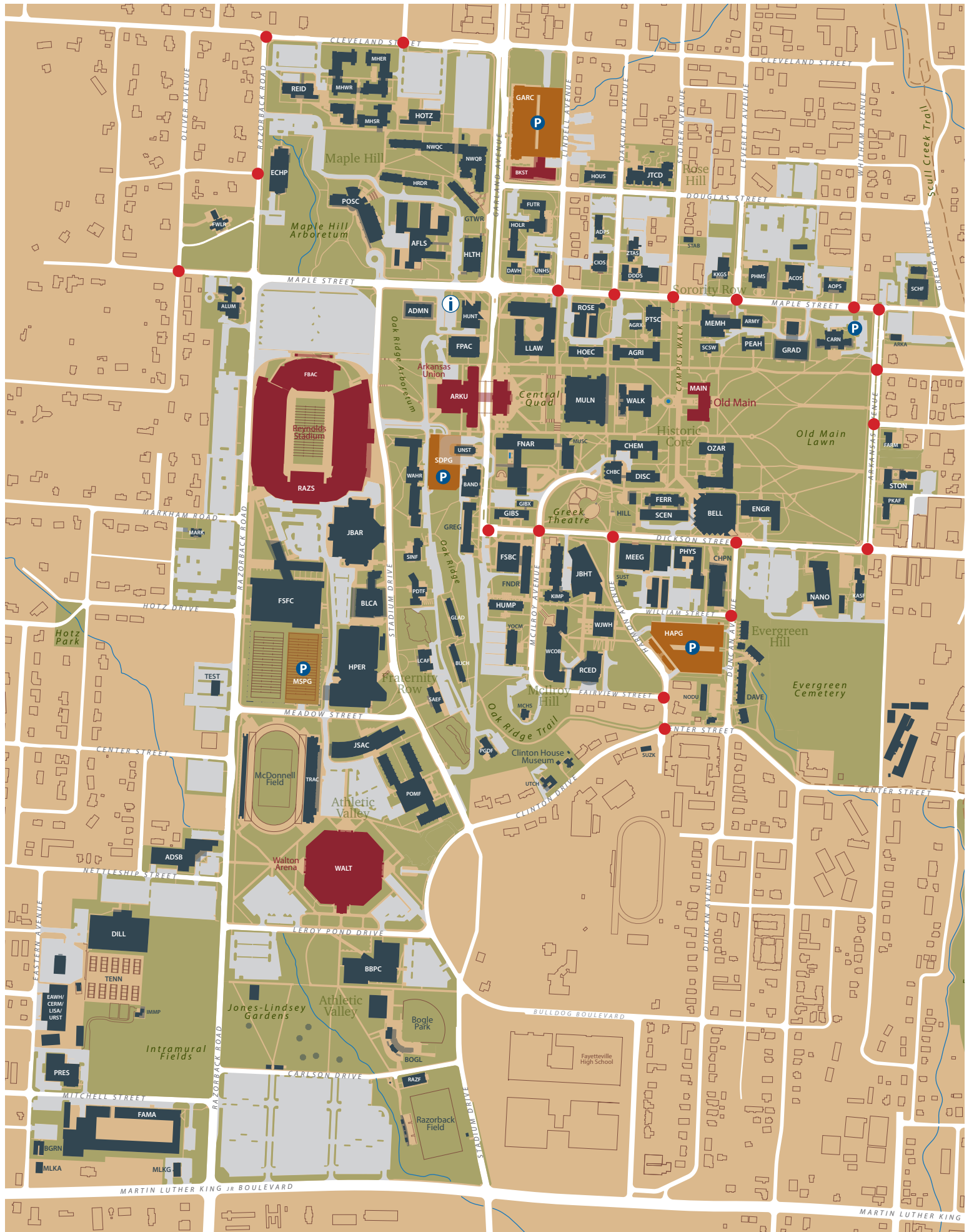


EXHIBIT A



Maple St





Lindell Ave





Leverett Ave



