

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING

February 17, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

STATE OF THE CITY ADDRESS BY MAYOR FRED HANNA

NOMINATING COMMITTEE REPORT

- 1 **CONSENT AGENDA:** Consideration of items which may be approved by motion, or contracts and leases which can be approved by resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":
 - A. Minutes of the February 3 regular City Council meeting;

 - B. A resolution approving a budget adjustment which will allow for the roll forward of all projects or items in progress which were appropriated in the 1997 budget;
01-08

 - C. Bid 97-73: Removed from consent agenda. This will be the first item discussed under new business.

 - D. A resolution accepting the lowest qualified bidder for Item 1, Bid 98-1, Ron Blackwell Ford, Bentonville, replacement unit for traffic sign maintenance vehicle;
33-58

 - E. A resolution approving a contract with Milholland Engineering Company in the not-to-exceed amount of \$38,000 for the design and construction observation of drainage improvements in the Boardwalk Subdivision along Ridgely and Manor Drives; **59-84**

 - F. A resolution approving amendment 3 to the engineering agreement with Development Consultants, L.L.C., for the design of the Mud Creek bridge replacement; **85-90**

- 2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.
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A. **REZONING RZ97-22.10:** An ordinance rezoning 5.61 acres located on the north side of Wedington Drive west of Ruppel Road from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. This item was left on first reading at the Feb. 3 meeting.

B. **REZONING RZ97-23.10:** An ordinance rezoning 3.24 acres located on the north side of Wedington Dr. west of Ruppel Rd. from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. This was left on first reading at the Feb. 3 meeting.

C. **REZONING RZ98-2:** An ordinance rezoning 5.20 acres located north of Wedington Dr. west of Salem Rd. from R-2, Medium Density Residential, to R-O, Residential-Office, requested by Kurt Jones on behalf of Sam Rogers. This was left on first reading at the Feb. 3 meeting.

- 3A **BID 97-73:** A resolution accepting the lowest qualified bidder for Item 1, Bid 97-73, Barton Freightliner, Inc., North Little Rock, for HD cab/chassis with mounted compartmentalized recycling body, six units for a total bid award of \$619,044. **(1.09-1.32)**
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- 3 **VA 98-1.00:** An ordinance vacating a utility easement as requested by Arkansas Book Service for property located north of Point West Drive and west of Shiloh Drive. The requested vacation is to abandon an existing sanitary sewer and 25' easement which will be replaced in the construction of the new building.
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- 4 **RZA 98-4.00:** An ordinance approving annexation request RZA 98-4.00 submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200 acres.
-

- 5 **RZ 98-5.00:** An ordinance approving rezoning request RZ 98-5.00 submitted by Michele Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200 acres. The request is to change zoning from A-1, Agricultural, to R-1, Low Density Residential.

- 6 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

- 7 **INFORMATIONAL ITEMS:** City Investments

VOTING RECORD
Meeting of the City Council
February 17, 1998

Roll call

DANIEL H

YOUNG H

ZURCHER H

TRUMBO H

PETTUS H

MILLER A

WILLIAMS H

SCHAPER A

MAYOR HANNA A

Nominating Committee

	Housing authority childress	City Clerk	table	
DANIEL	Y	1 Y	N	
YOUNG	X	X	Y	
ZURCHER	X	N	1 Y	
TRUMBO	2 X	Y	Y	
PETTUS	1	X	N	
MILLER				
WILLIAMS	Y	2 Y	N	
SCHAPER				
MAYOR HANNA				

Failed

VOTING RECORD
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Consent Agenda

DANIEL	Y
YOUNG 1	X
ZURCHER	X
TRUMBO	X
PETTUS 2	X
MILLER	
WILLIAMS	Y
SCHAPER	
MAYOR HANNA	

ord.

2A 5.61 acres

R2 97-22.10

Khajehnajafi

①②

DANIEL			
YOUNG			
ZURCHER			
TRUMBO			
PETTUS			
MILLER			
WILLIAMS			
SCHAPER			
MAYOR HANNA			

2nd

VOTING RECORD
Meeting of the City Council
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ord.

2B

3.24 acres

R297-23.10

Khajehnajsfi

①②

DANIEL

YOUNG

ZURCHER

TRUMBO

PETTUS

~~MILLER~~

WILLIAMS

~~SCHAPER~~

~~MAYOR HANNA~~

2nd

ord.

2C

5.20

R298-2

Rogers

①②

DANIEL

YOUNG

ZURCHER

TRUMBO

PETTUS

~~MILLER~~

WILLIAMS

~~SCHAPER~~

~~MAYOR HANNA~~

2nd

VOTING RECORD
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Res.

3A

Bid 97-73

recycling truck

DANIEL *2* *X*

YOUNG *1* *X*

ZURCHER *X*

TRUMBO *X*

PETTUS *X*

~~MILLER~~

WILLIAMS *X*

~~SCHAPER~~

~~MAYOR HANNA~~

ord.

3

VA 98-1.00

AR Book Service

①

2nd

3rd

DANIEL *X*

X

X

YOUNG *1* *X*

X

X

ZURCHER *X*

X

X

TRUMBO *X*

1 *X*

X

PETTUS *2* *X*

2 *X*

X

~~MILLER~~

WILLIAMS *X*

X

X

~~SCHAPER~~

~~MAYOR HANNA~~

VOTING RECORD
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ord.

4

200 acres

R2A 98-4.00

Prestige Prop.

①

DANIEL

YOUNG

ZURCHER

TRUMBO

PETTUS

~~MILLER~~

WILLIAMS

~~SCHAPER~~

~~MAYOR HANNA~~

ord.

5

200 acres

R2 98-5.00

Prestige Prop

①

DANIEL

YOUNG

ZURCHER

TRUMBO

PETTUS

~~MILLER~~

WILLIAMS

~~SCHAPER~~

~~MAYOR HANNA~~

FINAL AGENDA INFORMATION
for
Feb. 17, 1998, Council Meeting

Given to you at Agenda Session:

No handouts

Attached here:

- Final Agenda
- Minutes of the Feb. 3, 1998, meeting
- Additional information re RZ98-4 & RZ98-5 (4.05-4.18)
- Planning Commission minutes re RZ98-5 (5.05-5.08)
- Informationals (#7)

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, February 3, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna; Aldermen Heather Daniel, Cyrus Young, Randy Zurcher (arrived late), Trent Trumbo, Donna Pettus, Stephen Miller and Kit Williams; City Attorney Jerry Rose; Deputy City Clerk Jane Heth; staff; press; and audience.

ABSENT: Alderman Len Schaper

Mayor Hanna called the meeting to order with six aldermen present.

CONSENT AGENDA

Mayor Hanna introduced consideration of items which may be approved by motion and contracts and leases which can be approved by resolution and which may be grouped together and approved simultaneously under a consent agenda:

- A. Minutes of the January 20 regular City Council meeting;
- B. A resolution approving a contract with Garver & Garver Engineers for conducting a study of the electrical problems with the airfield lighting system. With FAA funding and grant funding, the cost to the City will be \$1,635.

RESOLUTION 12-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Williams moved the consent agenda. Alderman Miller seconded. Upon roll call, the motion carried on a vote of six to 0.

OLD BUSINESS

PROPERTY ACQUISITION & SALE

Mayor Hanna introduced a resolution approving the sale of 20.6 acres located at the southeast quadrant of the intersection of Cato Springs Road and Razorback Road; approving the acquisition of 14.02 acres of land near the City's Happy Hollow Operations Facility; and approval of a budget adjustment recognizing the sale of the land, the acquisition of land, and a commitment for the replacement of current facilities. This resolution was tabled at the January 20 Council meeting.

Don Hammond, of Austin, Texas, stated this is a partnership of two companies. This partnership has been in existence 25 years and has built 22,000 multi-family units and currently manages about 10,000 in 15 states. He stated their efforts are directed at all facets

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of multi-family housing. They build conventional housing, affordable housing, student, and retirement housing. He referred to a booklet that showed a rendering of one of the properties being built. He listed several universities where they are now building.

Mr. Hammond stated they are attracted to student housing because there is a need. The housing around major universities has grown old. They try to come into major universities and thriving communities and build a 90s project, to offer a difference to the students. They have looked at a number of sites here and think growth should happen in the south part of the city. They originally did not want to buy all this property. They made an offer on just a portion and were told that the City would not sell just part of the tract.

Mr. Hammond stated they do very sparse projects. Typically, they build 10 to 15 units to the acre. In this situation, they will end up with less than 10 units to the acre. This will probably have 160 to 180 units. There will be a lot of room for a park like setting. They heavily landscape and have all the amenities that students want, from computer rooms to enough telephone lines to a big community room and a big pool. Because they are buying twice the land they really want or need, the amount per unit is one of the highest they have ever paid.

Mr. Hammond stated having people come into the city and seeing this kind of residential property may serve as an example for future development.

Alderman Williams agreed this would be a good entry into Fayetteville. The City wants this land to be residential and not commercial.

Alderman Daniel asked if there has been any response to the notice in the paper about this.

Ben Mayes, Administrative Services Director, stated the City did not receive any calls as a result of the ad. There were two other calls from adjoining property owners. One was concerned that their property would remain commercial. The other supported this sale. Mayes reported he'd had a visit from someone else to point out there is other land in the area. The property across from Campbell's has been considered but is not wanted.

Alderman Pettus asked if this sale is contingent on rezoning to R-2 and are we committing to buying the 14 acres near the Happy Hollow facility.

Mayes replied it is and that we are asking for a budget adjustment and a commitment to allow the City to go ahead and make offers on

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those pieces of property. We will make offers based on our appraisals.

Kathleen Randall, Children's House, stated they have outgrown the facility and were beginning to make plans for expansion. A major concern is to make a seamless transition.

[Alderman Zurcher arrived.]

Alderman Trumbo asked how the City could be protected should they go forward and the deal fall through.

Mayes stated we would ask for a third-party escrow account from after the end of the feasibility point until the closing and the interest earnings would be to them. The \$1.1 million would be the City's once we vacate the property, which is our incentive to move fast.

David Jurgens, Water & Sewer Superintendent, stated they have identified the need for bigger space. The current facility is not adequate for storage. The move will be a challenge, but it can be done. Architect selection might have to be fast-tracked and other things pushed through quickly. There may need to be a budget adjustment to do this project a couple of years before planned, but it is a need that has already been identified.

There were no comments from the audience.

Alderman Williams moved the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 5 to 2, with Aldermen Young and Zurcher voting no.

RESOLUTION 13-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

REZONINGS RZ97-22.10 & RZ97-23.10/KHAJEHNAJAFI

Mayor Hanna introduced an ordinance rezoning 5.61 acres located on the north side of Wedington Dr. west of Ruppel Rd. from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. The Planning Commission voted 5-2-0 to recommend the rezoning.

Mayor Hanna explained this item is basically the same as the next item. It is adjacent property, split by a street.

Mayor Hanna introduced an ordinance rezoning 3.24 acres located on the north side of Wedington Dr. west of Ruppel Rd. from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. The Planning Commission voted 6-2-0 to recommend the rezoning.

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City Attorney Rose read RZ97-22.10 for the first time.

City Attorney Rose read RZ97-23.10 for the first time.

Alderman Daniel stated the petitioners originally asked for C-1 and are willing to settle for R-O. This is an appropriate area for this type of zoning.

Alderman Trumbo asked about the dissenting votes on the Planning Commission.

Alett Little, Planning Director, stated their reason for voting against the proposal was concern about strip major commercial occurring along Wedington Drive. She stated R-O will allow for some commercial development, professional offices, and residential development. The commercial design standards are a good safeguard for the nature of strip commercial.

Alderman Miller stated there will be a four-lane road past this property, not good for residential.

Alderman Young stated R-O is residential-office, about the closest to mixed use. He would rather have other options at this point.

Alderman Williams stated the Planning Commission was wise to not allow commercial. This is a good transition area.

Alderman Zurcher stated R-O is almost the same as commercial.

Little stated R-O is very limited in commercial applications that can apply. There are ways to introduce commercial applications, but they are not a matter of right and would go back to the Planning Commission.

Alderman Zurcher stated R-O might as well be another kind of commercial use. He does not think it is appropriate for Wedington.

Alderman Miller stated he would like to see a small commercial node here, so people don't have to drive all the way into town.

Alderman Zurcher stated the way we are allowing subdivisions to build leaves us with a strip where there is a lot of traffic and then neighborhoods where there is no traffic. If we allow subdivisions, we should make sure there are different ways to disperse the traffic.

Lew Steenken, representing the owner, stated this property lends itself to nodule development because it lies more north and south than it does east and west. It would allow for fewer curbcuts and

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would lend itself to an area of specialty shops or service-oriented businesses that would benefit the development already in the area. With the highway being expanded, he does not expect there to be any residential development. He stated the owner has a prospective buyer.

RZ97-22.10 and RZ97-23.10 were left on first reading.

REZONING RZ98-1/MAYES

Mayor Hanna introduced an ordinance rezoning .29 of an acre located at 1637 N. Leverett Ave. from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial, and waiving the LSD fee as requested by Jorgensen & Associates on behalf of Richard Mayes. The Planning Commission voted 8-0-0 to recommend the rezoning.

Mayor Hanna explained this is from when the City needed land to straighten out Sycamore Street and Mayes Auto Service was sitting right in the crook of Sycamore. This was bought from Mr. Mayes, who now needs to rebuild his garage to the south. There is a rental house there that will have to be torn down. Mr. Mayes is requesting this so he can move his business to comply with the terms of the land purchase to straighten out the street.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel, in whose ward this is, stated this is barely a third of an acre. It will not be onerous for anyone and should be a smooth transition.

Alderman Miller stated the City is the one who caused the problem and should help out here. He asked about bills of assurance.

Alett Little, Planning Director, replied it has been promised but has not been received. There are three conditions: they would not allow the property to be used as an establishment which distributes or offers for sale alcoholic beverages of any kind; they would not allow the property to be used for the operation of a nightclub, private club or dance hall; and, should they elect to sell the property and the prospective purchasers desire to use this property for the prohibited purposes, such use would require prior approval of the Planning Commission.

Dave Jorgensen, representing Richard Mayes, stated they are looking forward to creating a new building. The original plan was to construct the new building in the present location of the existing building. This would be very expensive. It was decided to remove the house and request this rezoning to move the new building behind the existing building and tear the old building down.

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Alderman Williams stated the commercial design standards will apply to the new building and make it a nice facility.

Mr. Jorgensen stated the rezoning would be contingent on getting the bill of assurance in order.

Alderman Zurcher stated he felt this was an agreement made between Mayes and the City. He felt he was being required to keep an agreement he did not make.

Alderman Miller responded that he was a member of the Council which first addressed this and there was not such a deal made.

Kevin Crosson, Public Works Director, agreed. Mr. Mayes had been paid a sizeable amount of money for the property and there was no agreement on a rezoning.

Little added that as late as December, we processed a conditional use before the Planning Commission to use a portion of this R-2 for the parking. It was only at the discovery of the cost of the building that they discovered they needed to scoot over on the lot.

Alderman Williams urged Alderman Zurcher to vote his conscience. There was no agreement, but we did cause the business to relocate. When we force a citizen to move and they need something, the City should try to help keep them in business.

Alderman Zurcher stated it should be the same for everybody.

Alderman Trumbo stated the rezoning makes sense. Waiving the \$800 LSD fee also makes sense, because of the move.

There were no comments from the public.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read RZ98-1 for the second time.

Alderman Young moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinance for the third time.

There being no further comments, Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 7 to 0.

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City Attorney Rose stated that Mr. Mayes had asked for a waiver of the \$800 large scale development fee at the agenda session.

Alderman Miller moved to grant this. Alderman Trumbo seconded. Upon roll call, the motion carried on a vote of 7 to 0.

ORDINANCE 4078 AS RECORDED IN THE CITY CLERK'S OFFICE.

REZONING RZ98-2/ROGERS

Mayor Hanna introduced an ordinance rezoning 5.20 acres located north of Wedington Drive west of Salem Road from R-2, Medium Density Residential, to R-0, Residential-Office, requested by Kurt Jones on behalf of Sam Rogers. The Planning Commission voted 6-2-0 to recommend the rezoning.

City Attorney Rose read the ordinance for the first time.

Alderman Young stated the company he works for is presenting this so he would not participate in the discussion and would abstain on the vote.

Alderman Daniel stated they had started out with 10 acres and could not get the zoning. They have come down to 5.2 acres and are going to R-0 instead of C-2.

Alett Little, Planning Director, stated this is just out of the overlay district. Commercial design standards apply. The Planning Commission discussed for a long time the issue of access and traffic management. They have limited it to one curbcut on Wedington, and the other access is from Salem. This will be discussed more at large scale.

Kurt Jones, Northwest Engineers, represented Sam Rogers. He stated there was a lot of discussion about curbcuts. They'd agreed to let the Planning Commission vote on it with the limitations, with the understanding they would have to come back and discuss this further. He stated he feels strongly the limitation is strict for this property. There is about 700' of frontage on Wedington. To serve that with one curbcut will be difficult. The owner feels once Wedington is widened he will have a hard time selling any kind of residential lots. He is currently negotiating with a bank and they have submitted a lot-split request for the corner at Salem and Wedington. That lot is 315' deep by 220' wide. The owner has no plans for the development of the R-2 property at this time.

There were no comments from the audience.

By consensus this was left on first reading.

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EQUIPMENT PURCHASE/OIL TRUCK

Mayor Hanna introduced a resolution awarding Bid 97-76 to the lowest qualified bidder, Midwestern Equipment Company, in the amount of \$99,651 for the purchase of an oil distributor truck.

Alderman Miller stated this went through the Equipment Committee and was considered the best bid. This is used so that new pavement doesn't peel off old pavement and is in our ongoing paving program.

Randy Allen, Street Superintendent, stated the old tank is about 15 years old and the truck it is on is about 20 years old. He would like to see the new truck utilized for the thin oil used in the overlay program. The old distributor would be used for heavy oil.

There were no comments from the audience.

Alderman Miller moved the resolution. Alderman Young seconded. Upon roll call, the resolution carried on a vote of 7 to 0.

RESOLUTION 14-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

CONSTRUCTION AT AIRPORT/HECKATHORN

Mayor Hanna introduced a resolution approving a contract with Heckathorn Construction Co., Inc., in the amount of \$134,698 plus a \$20,000 contingency for the replacement of the automatic terminal doors, renovation of the south end terminal restrooms, and construction of the airport entry sign.

Richard Alderman, architect, stated they have done some major construction over the last five or six years. There have been two or three small things left that have been a problem. The airport has looked at bidding these projects individually and were not able to get many bids. They were then packaged into this bid to get a project big enough to get a general contractor to bid. Six bids came in, all very close. This is the low bid.

Mr. Alderman stated this does three things. They will replace the entry doors. They are the original doors and constantly break down. The original restrooms will be renovated. The entry sign, which blew down, will be replaced.

Alderman Williams stated this has been through the Airport Advisory Board, which approved it. It was budgeted for last year.

Mr. Alderman stated it was originally budgeted at \$160,000. Put together, it came in at a good savings.

There were no comments from the audience.

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Alderman Williams moved the resolution. Alderman Young seconded. Upon roll call, the resolution carried on a vote of 7 to 0.

RESOLUTION 15-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

OMI CONTRACT

Mayor Hanna introduced a resolution approving an amendment to the City's agreement with Operations Management International for operation, maintenance, and management of the Wastewater Treatment Facility.

Alderman Miller stated that because of past experience with OMI he would abstain on this vote.

Alderman Trumbo stated the Water & Sewer Committee met and reviewed this amendment. The proposed increases are attributed to a labor cost increase of 2.8% and to the increased cost of chemicals. Other added costs pertain to the increased cost of electricity.

Billy Ammons, OMI, stated the original proposed method of operation from the scrubber manufacturer proved to be inadequate for the odor removal. They have come up with a method that does mitigate the odors but costs more. There will be no significant changes. The program that has been found to be effective will be continued.

Alderman Pettus asked if it would cause an increase in rates.

Ben Mayes, Administrative Services Director, replied it will not. It was considered in the last rate study and included in the operations budget.

There were no comments from the audience.

Alderman Young moved to approve the resolution. Alderman Daniel seconded. Upon roll call, the resolution passed on a vote of 6-0-1, with Alderman Miller abstaining.

RESOLUTION 16-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ATLANTIC COAST AIRLINES

Mayor Hanna introduced a resolution supporting the application of Atlantic Cost Airlines for exemption from the high density slot rule to initiate non-stop service from Chicago O'Hare to Fayetteville Drake Field.

Alderman Williams stated the Airport Board passed this. It is similar to a resolution passed supporting American Eagle. Atlantic Airlines is affiliated with United, the largest airline in the world.

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Alderman Miller stated this resolution seems to give a preference to Atlantic Coast Airlines. He stated he was present at the Airport Board meeting when Atlantic made their presentation.

Alderman Williams stated the language is "more favorably supported." The reason is that Atlantic Coast said if they are awarded the flights they would begin services within 60 days. American Eagle has expressed some reservations about whether they would serve here or wait until the Benton County airport opens up and only serve that one. We would be best served by getting the jet aircraft in here as quickly as possible. We are still supporting American Eagle.

Alderman Pettus thought it would be strong enough without the word "more."

Alderman Williams stated that is what the staff recommended. It was the Airport Board who decided they wanted to say "more favorably." He could support the resolution either way.

Alderman Miller moved an amendment to strike the word "more." Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 6 to 1, with Alderman Zurcher voting no.

Alderman Williams moved the resolution. Alderman Miller seconded. Upon roll call, the resolution carried on a vote of 7 to 0.

RESOLUTION 17-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

DISCUSSION OF INTERIM CITY CLERK APPOINTMENT

Alderman Daniel, Chairman of the Nominating Committee, explained they'd decided to make this choice by the Council as a whole, not just the Nominating Committee. There are thirteen applicants for the position of interim city clerk. The Council will meet Wednesday, February 11, at 5:00. She asked each alderman to select five, then meet the next Wednesday to make the final decision. She asked City Attorney Rose to comment on this.

City Attorney Rose replied the Council may do it any way they wish.

Ben Mayes, Administrative Services Director, stated he would tally the lists and set up interviews for the five who receive the highest number of votes. After Wednesday, if the Council is not satisfied, they can interview more.

Alderman Miller asked to be informed of the tally.

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Two-Year Ward Position

Mayor Hanna introduced the determination by lot of whether Position One in all wards shall be two years or Position Two in all wards shall be two years in the 1998 general election.

City Attorney Rose read the previously passed ordinance concerning this. He asked former mayor Fred Vorsanger to make the drawing. He stated the position number drawn will be for the two-year term.

Mr. Vorsanger drew the Position Two card.

CHANGE TO RULES OF PROCEDURE

Mayor Hanna introduced a resolution changing how the agenda is set.

Alderman Young stated thick packets have been handed out at the agenda sessions to add to the agenda. He wants to encourage various departments in the City to get their information and data in on time so it can be discussed at the agenda session instead of being added then. It can still be put on the agenda by majority vote.

Alderman Miller asked about an issue brought by a citizen that the Council might not vote to add.

Alderman Young responded that this does not apply to aldermen, just to the staff.

City Attorney Rose stated the City started some years ago to give the Council at least a week's preparation time. That is when we started having agenda sessions. Then the tentative agenda was distributed before the agenda session to give even more time. This is an incredibly burdensome procedure for staff, a lengthy process.

Ben Mayes, Administrative Services Director, went through the agenda process. He stated most of the items that come at the last moment are items where the bid opens the week before or a meeting was waited on. He noted there are often only five or six aldermen at the agenda session and the resolution requires a majority of those serving, five votes.

Alderman Williams was against having votes at the agenda session. If something comes that is confusing, the Council can table it.

Alderman Pettus stated she likes to have time to read and understand what she will be voting on and would rather make the decision at the agenda session than take something off the agenda at a Council meeting.

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There were no comments from the audience.

Alderman Young moved the resolution. Alderman Pettus seconded. Upon roll call, the resolution passed on a vote of 5 to 2, with Aldermen Trumbo and Williams voting no.

RESOLUTION 19-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

EXTENSION OF TERMS

Mayor Hanna introduced a resolution requesting that any elected official in Fayetteville not accept term extensions.

Alderman Zurcher stated this resolution pointed out the fact that we need a one-time, two-year adjustment. The state legislature thought it was more equitable to tack on two years to the term. Many citizens feel this is undemocratic.

Alderman Zurcher stated the change to the resolution that he proposes is to one of the whereas clauses. He wants to strike the one that mentions officials resigning and to add, "Whereas the decision of how to handle one-time election schedule change should be made locally, not by the Arkansas General Assembly." He stated he would like to strike Sections 1, 2, and 3 and switch it to the originators of this act, the Arkansas General Assembly. He would like to insert:

- | | |
|-----------|---|
| Section 1 | The Fayetteville City Council hereby goes down on record in opposition to Act 707 and its undemocratic effects. |
| Section 2 | The Fayetteville City Council hereby requests that Governor Mike Huckabee call a special session of the General Assembly to reconsider Act 707. |
| Section 3 | The Fayetteville City Council hereby requests that the Arkansas State Legislature reconsider Act 707 and repeal said law. |

Bin Ross, Citizens for Fair Government, stated this group endorses this amendment. This situation came from the State and they should be the ones to reconsider it. He stated the group's hesitance in going in this direction previously was that the legislature will not reconvene until after our election. For the Council to request a special session of the legislature would be proper. He stated they would like to request Mayor Hanna to weigh the cost of setting a precedent against democracy.

City Attorney Rose stated the original resolution is not on the table. This is a new resolution put forth by Alderman Zurcher. He asked if Alderman Zurcher moved it.

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Alderman Zurcher moved the resolution.

Alderman Daniel stated a special session could cost anywhere from \$500,000 to \$1 million. With the political situation, the Governor would not likely call a special session now.

Alderman Zurcher did not think this is relevant.

Alderman Trumbo stated he is adamantly against the resolution and any amendment to it. This is why we have a General Assembly. They enacted a law. Act 707 is a state law and we should abide by it. If a special session is called and the law is repealed, that will be the new law to follow. The Council does not supersede state law.

Alderman Miller stated the Council could send a message that they are not happy with the law.

Alderman Williams asked if a whereas clause is supposed to state a fact. The new whereas clause says that the decision of how to handle the one-time election should be made locally, not by the Arkansas General Assembly. He asked if state law gives us the right to make that decision.

City Attorney Rose replied that the City does not have the right to overrule the General Assembly or make their own rules without the General Assembly.

Alderman Pettus stated she would be more in favor of a resolution that expresses our displeasure but does not demand a special session.

Alderman Zurcher stated one of the key points that needs to be made is that the City does not have anybody on staff who is watching legislative acts that affect this city and letting the Council know about them before they are passed. We did not know about this beforehand. We did not have a say in this.

Mayor Hanna stated this is a representative democracy. The state representatives did this to clarify a conflict in existing state laws. He felt the legislature took into consideration the cost and time involved in a campaign when they decided it is more fair to extend a term than to cut it short.

City Attorney Rose stated it is the opinion of the Municipal League that even without Act 707 this would be the correct procedure. This would have been his legal advice. There could be a successful court challenge if terms are not extended. Act 707 is on the books. It is perfectly clear. It is the law.

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Alderman Zurcher stated the aldermen had rejected Alderman Schaper's ordinance to add two years to their terms. He could not find a difference.

Alderman Pettus stated Act 707 does not cover aldermen. It just covers the mayor and city clerk.

Alderman Young stated the problem is with the state legislature and he is in favor of Alderman Zurcher's version of the resolution. These townspeople are upset because they have been denied their vote. They know something is wrong, but not how or why. The legislature can do whatever it wants to as long as it is in compliance with state and federal constitutions. Citizens are the supreme or sovereign power in the country. Citizens express their power through their vote. The legislature has usurped the sovereign power of the people of Fayetteville to determine their government by electing their officials. To avoid litigation, the legislature needs to repeal that act. If we pass this resolution and if a special session is called, the Governor could add this to the items to be considered.

Mayor Hanna opened the discussion to the public.

Fred Vorsanger, former mayor of Fayetteville, stated he does not want Mayor Hanna to resign. There is a law and he should abide by it. He stated this city has the most pathetic voting record in this state. Only 4,000 people voted in the town center election. He challenged everyone to expend energy in helping this city be what it can be.

Bin Ross, Citizens for Fair Government, stated if the government is not accountable to the people, how can people feel they have the ability to change their government and change their city. Apathy runs rampant because our government steps on people's constitutional rights. Act 707 is a bad law. He asked the Mayor to consider the cost of bypassing the voters of Fayetteville. He asked the Council to pass the resolution as proposed by Alderman Zurcher and to take any action to have the bad law repealed and have the democratic process restored.

Michael Anderson, representing a students coalition from the University of Arkansas, stated they rely on the accountability of public officials to the people they represent. They view Act 707 as a violation of the trust between the government and the people. He suggested three points of action. First, they would like to see Governor Huckabee call a special session to reconsider Act 707. Second, they would like to see the Council pass a resolution condemning Act 707. Third, they asked if Act 707 is not repealed, that Mayor Hanna consider voluntarily resigning in order to run for

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another election. This is a chance to take the moral high road and show the people that their voice still is heard in government.

A member of the audience stated Citizens for Fair Government have been out for over a week, an hour each day petitioning, in front of the post office. The petition states that the voters of Fayetteville are expressing their dissatisfaction with the extension of the terms. It also requests that the mayor and city clerk resign their positions.

Alderman Pettus asked if the Mayor couldn't stand for re-election without resigning. Then the courts could decide.

City Attorney Rose did not think this is legally possible. He explained why he thinks this act is constitutional and defensible. Article 12, Section 3, gives the General Assembly the right to provide for the organization of cities. They have broad latitude. He also has the State Attorney General's opinion on the subject, which vouchsafes the fact that it is a constitutional act. He stated he has found four cases that support this.

Kyle Russell, resident of Ward 2, stated he does not believe this resolution defies state law. All we are doing by passing this resolution is telling the legislature we don't like that and we would like them to change it. If the legislature had known what a big deal this is to us, they may not have voted it in. It is our duty to bring this to their attention.

Reed Greenwood, 1601 Elmwood, stated he has seen governments come and go in this community. We have an obligation as citizens to model good behavior. The state legislature from time to time has to pass laws that enable government to proceed in an orderly and efficient fashion. Many times people are appointed to fill out terms, which we don't hear an outcry about. The state legislature acts in a representative fashion. It is not always possible to have an election every time a situation comes up. We have to create a system where we have confidence and trust. When we have a public servant who does an outstanding job, we need to do what we can to respect that individual, abide by the law in an orderly fashion, and treat each other with civility.

Mark Swaney, audience member, was unhappy that some are saying this is just a handful of folks who don't really count. Each one here is probably standing in for a dozen other people who can't be here. We are dealing with a machine. These people are unhappy with the way the mechanism is working out. This is not a personality thing; it is a democracy thing.

Morty Newmark, audience member, appreciated the work done with the petition. He likened this to the effort to change Fayetteville's

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government from the city manager form. It would be wrong at this time to make the mayoral term a six-year term just because in Little Rock they said it should be done. It is wrong to be concerned about lawsuits. He recommended passing this resolution, that we address the state government to call a session to repeal Act 707, and encouraged Mayor Hanna to stick to a four-year term and run for office, which is what the people of Fayetteville voted for.

Burt Hanna, audience member, stated some people believe the federal income tax is a violation of our constitutional rights, but we still pay it. Our elected representatives voted Act 707 into place. We live in a society where a small group gets attention. This petition was signed by 250 people, less than half a percent of the population. Asking the mayor to resign and go through the effort and hassle of a re-election, plus break the law, is not realistic. We are making a mountain out of a molehill. Our elected officials voted on this law.

Steve Ward, 2199 Wolf Creek Drive, stated we are trying to shut the door after the horse has left the barn. The Chamber of Commerce has employed lobbyists for the very reason mentioned by Alderman Zurcher: laws come fast and furious and it is difficult to keep up. If we are really concerned about what is going on down there, we need to be involved. This has given us the opportunity to have this mayor continue to serve this community for two additional years. He hoped Mayor Hanna would not give any consideration to resigning.

Andy Burns, 851 S. Hill, agreed this law is a done deal; but the state legislature could be asked to deal with it again by calling a special session. Regarding the petition, the 250 signatures were gathered in only 25 man hours over a week and a half.

Merlin Augustine, University of Arkansas, stated this is not about an individual; it is about legislative Act 707, the law in the State of Arkansas. None of us has the right to circumvent or choose the law we will obey. We are not talking about the right to vote. We are talking about whether the law will be followed or not. If we don't want to follow it, there are processes established. We can't compare this to a time when there were no processes to safeguard these things. We need to set an example. The effort against this law is misdirected.

A member of the audience stated he is confused about what is being done. Capable people had been voted in but they are now discussing something illegal. His solution would be to add to the resolution that any elected official in Fayetteville follow Act 707. This discussion is creating confusion. He asked the Council to follow the laws of the state and get rid of the resolution.

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David Garcia, 120 N. Block, stated he does not hear anyone asking anybody to break the law. He hears them asking the Council to stand with them and go to the state legislature about a law that is wrong. He stated he remembers some really bad laws when people had to face all kinds of horrible things to change them. Changing a bad law is the heart of democracy.

Gary Head, audience member, stated he represents a number of people who know the Council did not make this law. There are many things in the City that need attention. This is not one of them. He encouraged the Council to get on with business and not change what they cannot change.

Mayor Hanna stated two more people would be heard.

Kirk Elsass, audience member, stated this brought back memories of a divided group. We all have the right to speak to our legislators. He asked why they weren't present. He stated we may need to go in a different direction. We can't change this situation here.

Charles Stewart, State Representative, stated this bill was in the legislature for three weeks and he received no comments about it. He read pertinent parts of the statute explaining the reasoning. It passed without an opposing vote in the senate or house. He stated the petition will be heard but not necessarily answered. The Governor is the one who determines whether there will be a special session. This governor is very opposed to a special session. He stated the Municipal League should be keeping the City abreast of all the laws that affect municipalities.

Alderman Zurcher reiterated that maybe there should be someone on staff doing this. It should not fall on the people to do this.

A member of the audience who is an attorney, judge, and former city councilman stated these things will pass away. He urged the Council not to spend any political capital on this.

Mayor Hanna closed the public comments.

City Attorney Rose stated Alderman Zurcher has proposed a resolution, not an amendment. He established that every alderman had it and understood what it is. He stated it has been moved and needs a second.

Alderman Miller seconded.

Alderman Williams responded to audience comments. He would not have voted for this but does not think it is undemocratic, which is why he could not support that portion of the resolution. The

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legislature was well within their power and acted under the state constitution. Because of that it, was not undemocratic. We would look almost foolish to think we have the power to tell the Governor to call a special session. This discussion is not a waste of time; democracy does waste time and deserves time.

Alderman Williams said he would support this resolution if the last whereas clause was dropped and every section dropped except for Section 1, which says the Fayetteville City Council hereby goes down on record in opposition to Act 707. He would not support calling for a special session.

Alderman Pettus agreed with having a resolution that just has Section 1, not the whole resolution the way it is worded.

Alderman Daniel stated she does not like Act 707 and would take it on as a personal responsibility to contact the legislatures.

Alderman Zurcher moved to amend the resolution by pulling Section 2 and 3 out of it.

Alderman Williams asked about the last whereas clause. Whereas clauses are normally statements of fact and this whereas clause is not factual.

Alderman Zurcher moved to strike the last whereas and strike Section 2 and Section 3.

Alderman Williams asked about the title now opposing Act 707.

City Attorney Rose stated there will be no changes to the whereas clause because the one proposed to be inserted has been removed, the original ones will remain and we will strike the last one. The remaining five whereas clauses will be as on the original resolution. In addition, Section 2 and Section 3 of Alderman Zurcher's motion have been stricken. The only thing remaining is Section 1, "The Fayetteville City Council hereby goes down on record in opposition to Act 707 and its undemocratic effects."

Alderman Trumbo stated he opposes Act 707 but is adamantly against the resolution because it has been so changed in one night.

City Attorney Rose read the resolution as amended.

Alderman Young seconded the motion to amend.

Upon roll call, the amendment passed on a vote of 6 to 1, with Alderman Trumbo voting no.

Mayor Hanna called for the vote on the resolution.

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Upon roll call, the resolution passed on a vote of 6 to 1, with Alderman Trumbo voting no.

RESOLUTION 18-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ADJOURNMENT

Alderman Williams announced a public hearing on the town center.

Mayor Hanna adjourned the meeting at 9:48 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:

PLANNING DIVISION CORRESPONDENCE

501-575-8264

TO: Fayetteville Planning Commission Members
THRU: Charles Venable, Asst. Public Works Director
Alett S. Little, City Planner
FROM: Tim Conklin, Planner
DATE: February 9, 1998

REQUESTS:

RZA 98-4.00: Annexation was submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 203.05 acres.

RZ 98-5.00: Rezoning was submitted by Michele Harrington, Attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 203.05 acres and the request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

RECOMMENDED MOTION:

RZA 98-4.00: Annexation. Staff recommends approval of the requested annexation.

RZ 98-5.00: Rezoning. Staff recommends approval of requested rezoning from A-1 to R-1.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: February 9, 1998

Comments:

31-17-30 RZA 98-4.00&RZ 98-5.00
PP 283,322 Serenity Place Phase II
N of Mt Comfort, E of Hugh Mount

CITY COUNCIL ACTION: YES Required
 Approved Denied

Date: 2/17/98

BACKGROUND :

The applicant is the developer of Serenity Place Subdivision to the east. He has acquired 203.05 acres to the west and would like to develop this land under R-1 zoning. The land is undeveloped and contains areas of 100 year floodplain and floodway. Several Master Street Plan streets adjoin and transect this property (see attached master street plan). The Fayetteville School District is also looking at a portion of this property (+/- 20 ac) as a potential school site to be purchased from the applicant at a future date.

The applicant is advised that the Hamstring Creek Lift Station will have to be upgraded to handle additional development in this area. This upgrade to the lift station is planned for spring of 1998. The development of this land will require a \$200 per lot fee as their proportionate share for the improvements to the lift station. Additional on-site and off-site improvements will be required of the developer and determined through the subdivision process.

The applicant is also advised that staff will recommend that connections to Mt. Comfort Road will have to be made at the time development occurs on the 203.05 acres. The applicant will be financially responsible for the acquisition property and construction of these potential connections to serve this development. One or more connections could be accomplished by the construction of the minor arterial "Rupple Road" to the south and provision of local streets within the development to Mt. Comfort Road and Lierly Lane.

The City has designated this year \$500,000 in its Capital Improvements Program to participate in the construction of Rupple Road, Minor Arterial. Historically, the developer pays for a standard City street and the City pays for improvements to upgrade the street to a collector or arterial design standard.

ADJACENT LAND USE AND ZONING:

North: Undeveloped, Residential, County
South: Residential, County
East: Residential, R-1, County
West: Undeveloped, County

31-17-30 RZA 98-4.00&RZ 98-5.00
PP 283,322 Serenity Place Phase II
N of Mt Comfort, E of Hugh Mount

INFRASTRUCTURE:

- Streets:** The site is adjacent to Mt. Comfort Road and Ruppel Road, both classified as a minor arterial.
- Water:** A new 12" water line was installed on the south side of Mt. Comfort Road. Water is also available to the east along Salem Road.
- Sewer:** Sewer is available to the east along Salem Road and to the south along Mt. Comfort Road.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-5.00 FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principals, and policies and with land use and zoning plans.

Staff finding: This site is shown on the General Plan 2020 Future Land Use Plan as residential and rezoning 203.05 acres of property to R-1 is consistent with the General Plan.

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

Staff finding: There are other properties zoned R-1 that are undeveloped and already in the City. A professional market and feasibility study would be necessary to completely understand the current supply and demand for R-1 property.

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

Staff finding: Additional improvements would have to be made to the street system as part of the subdivision process to accommodate increased traffic under R-1 zoning densities.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

31-17-30 RZA 98-4.00&RZ 98-5.00
PP 283,322 Serenity Place Phase II
N of Mt Comfort, E of Hugh Mount

Staff finding: Development of this land under R-1 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts associated with development.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

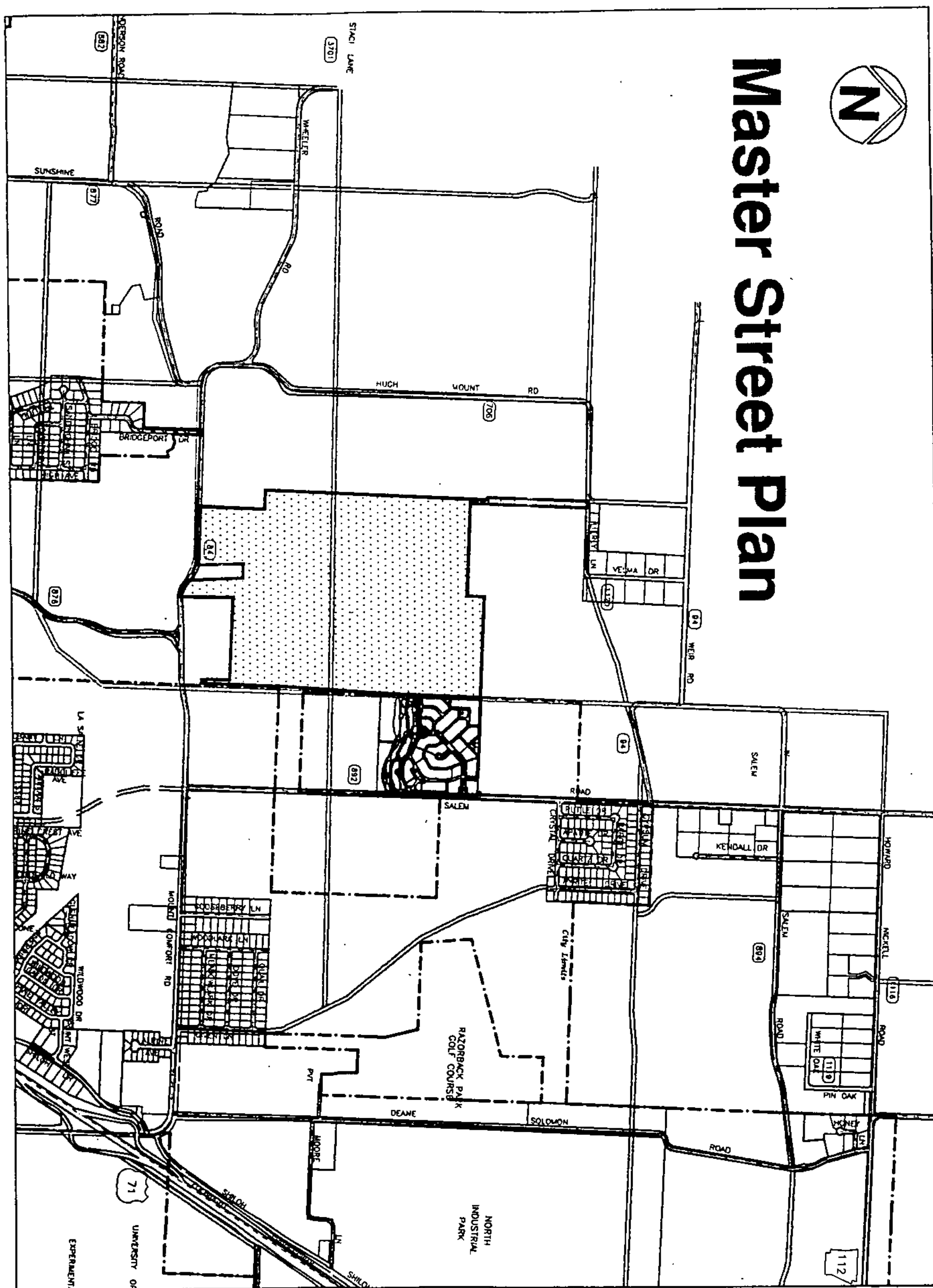
Staff finding: N/A

31-17-30 RZA 98-4.00&RZ 98-5.00
PP 283,322 Serenity Place Phase II
N of Mt Comfort, E of Hugh Mount

Rezoning Application for PRESTIGE PROPERTIES, DEVELOPMENT and CONSTRUCTION, Inc., Item #5.

- a. The proposed zoning change is from A-1 (the automatic zoning upon annexation) to R-1 for the purpose of building single family homes within the restrictions of the R-1 zone. It is the developer's intention to convey 20 acres to the Fayetteville School System but since its exact location cannot yet be determined, will leave it to the School System to seek P-1 zoning after site is specifically determined.
- b. The reason for the requested zoning change is that a single family residence subdivision is not permitted in the A-1 zone.
- c. The development of this property into a single family residential subdivision will be:
 - 1. The same type of use as the surrounding properties (similar subdivision to the East, open land to West;
 - 2. Collector in Serenity Place should resolve traffic on Salem Road; new arterial will feed traffic from Salem Road to Mt. Comfort and on South Ruppel Rd. to Hwy 16.;
 - 3. Appearance will be harmonious in appearance with the development in the area;
 - 4. Signage will involve only the subdivision signs at entrances which will be landscaped attractively.
- d. Water and sewer is available; will work with City Engineer's office re sewer capacity.

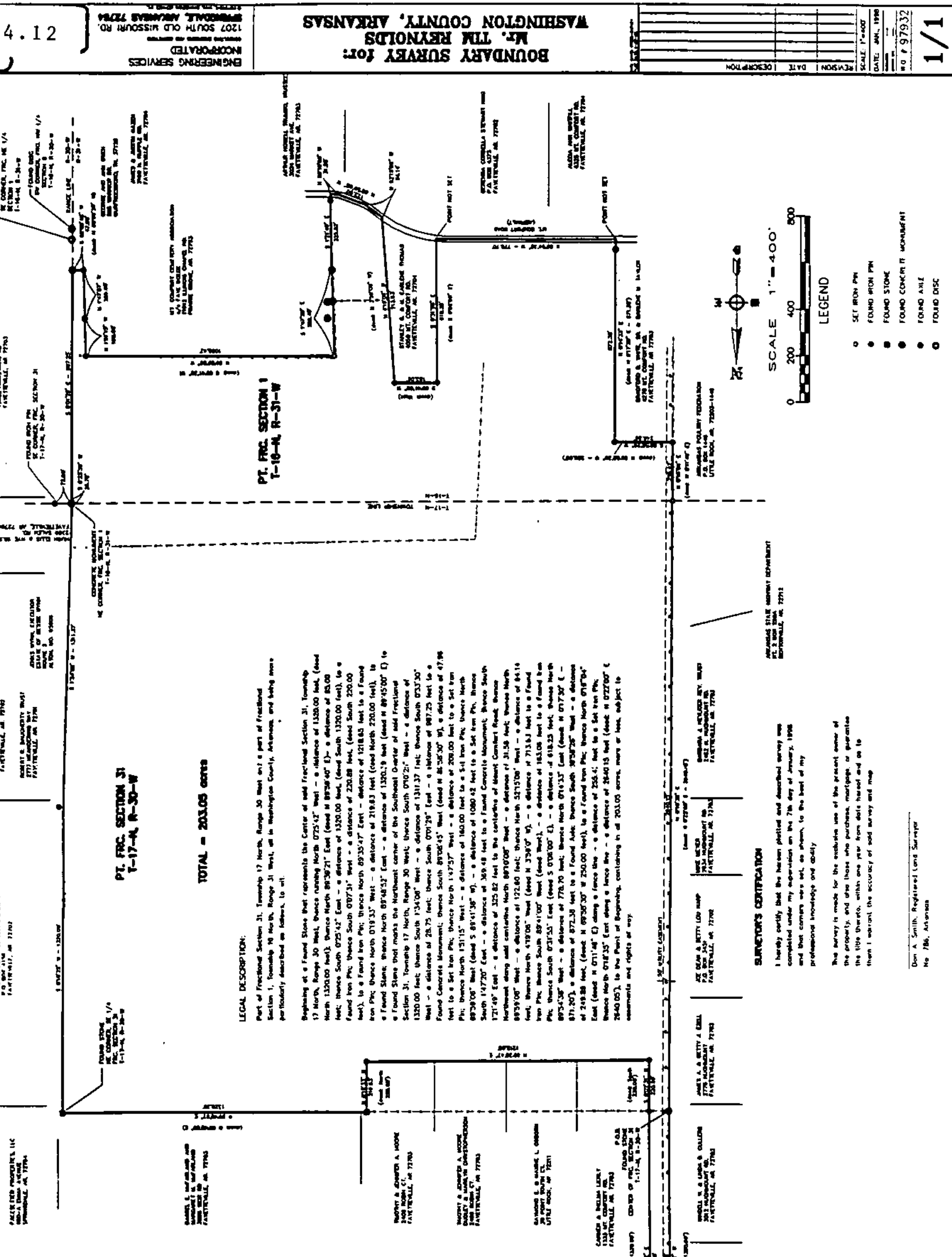
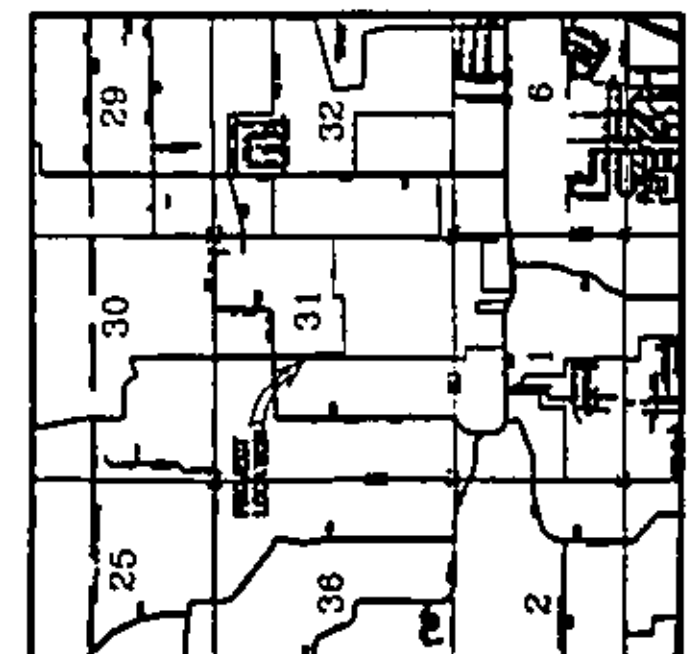
31-17-30 RZA 98-4.00&RZ 98-5.00
 PP 283,322 Serenity Place Phase II
 N of Mt Comfort, E of Hugh Mount



31-17-30 RZA 98-4.00&RZ 98-5.00
 PP 283,322 Serenity Place Phase II
 N of Mt Comfort, E of Hugh Mount



5&6. 7



LEGAL DESCRIPTION:
Part of Fractional Section 31, Township 17 North, Range 30 West and a part of Fractional Section 32, Township 17 North, Range 30 West, all in Washington County, Arkansas, and being more particularly described as follows, to wit:

Beginning at a Found Stone that represents the Center of said Fractional Section 31, Township 17 North, Range 30 West, thence running North 075°12' West - a distance of 1320.00 feet, (said North 075°12' West, thence North 075°12' East (said N 075°12' E) - a distance of 85.00 feet, thence South 075°12' East - a distance of 1320.00 feet, (said South 075°12' East, thence South 075°12' West - a distance of 220.00 feet, (said South 075°12' West, to a Found Iron Pin; thence North 093°54'47' East - a distance of 1218.65 feet to a Found Iron Pin; thence North 019°33' West - a distance of 219.83 feet (said North 019°33' West, to a Found Stone; thence North 094°53' East - a distance of 1320.19 feet (said N 094°53' E) to a Found Stone that marks the Northeast corner of the Southeast Quarter of said Fractional Section 31, Township 17 North, Range 30 West; thence South 070°21' West - a distance of 1320.00 feet; thence South 1°34'08' West - a distance of 1311.37 feet; thence South 073°30' West - a distance of 28.75 feet; thence South 070°21' East - a distance of 897.25 feet to a Found Concrete Monument; thence South 090°45' West (said N 090°45' W), a distance of 47.98 feet to a Set Iron Pin; thence North 1°47'57' West - a distance of 200.00 feet to a Set Iron Pin; thence North 131°15' West - a distance of 160.00 feet to a Set Iron Pin; thence North 093°00' West (said N 093°00' W), - a distance of 1080.42 feet to a Set Iron Pin; thence South 1°47'20' East - a distance of 369.48 feet to a Found Concrete Monument; thence South 171°49' East - a distance of 325.82 feet to the center of Mount Comfort Road; thence North 093°00' West (said N 093°00' W), - a distance of 31.58 feet; thence North 093°00' West - a distance of 122.80 feet; thence North 52°15'00' East - a distance of 84.16 feet; thence North 49°00' West (said N 49°00' W), - a distance of 713.83 feet to a Found Iron Pin; thence South 094°00' West (said S 094°00' W), - a distance of 163.08 feet to a Found Iron Pin; thence South 073°55' East (said S 073°55' E), - a distance of 618.35 feet; thence North 093°53' West - a distance of 778.70 feet; thence North 091°33' East (said N 091°33' E) - a distance of 872.30 feet to a Found Ache; thence South 090°25' West - a distance of 249.88 feet, (said N 090°25' W 250.00 feet), to a Found Iron Pin; thence North 076°04' East (said N 076°04' E) along a fence line - a distance of 255.41 feet to a Set Iron Pin; thence North 071°48' East along a fence line - a distance of 2640.15 feet (said N 071°48' E 2640.05), to the Point of Beginning, containing in all 203.00 acres, more or less, subject to comments and rights of way.

TOTAL = 203.05 ACRES

SURVEYOR'S CERTIFICATION

I hereby certify that the herein plotted and described survey was completed under my supervision on the 7th day of January, 1998 and that corners were set, as shown, to the best of my professional knowledge and ability.

This survey is made for the exclusive use of the present owner of the property, and also those who purchase, mortgage or guarantee the title thereto, within one year from date hereof and as to them I warrant the accuracy of said survey and map.

Don A. Smith, Registered Land Surveyor
No. 786, Arkansas

31-17-30 RZA 98-4.00&RZA 98-5.00
PP-283-992 Serenity Place Phase II
N of Mt Comfort, E of Hugh Mount

5&6. 8

RZA 98-4.00: ANNEXATION (SERENITY PLACE, PHASE II)
PRESTIGE PROPERTIES- N. OF MT. COMFORT & E. OF HUGH MOUNT ROAD

The annexation request was submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 203.05 acres.

Recommendation: the staff recommends approval of the requested annexation.

Mr. Conklin stated the applicant had been advised that connections to Mount Comfort Road would have to be made when the 203 acres developed. The applicant would also be financially responsible for the acquisition of property and construction of the streets used to service the development. One or more of the connections would be accomplished with the construction of the minor aerial, Ruppel Road, to the south and provision of local streets within the development to Mount Comfort Road and Lielry Lane.

Ms. Harrington stated a number of details needed to be worked out regarding street connections. She noted there would be a street committee meeting on Tuesday. She added the potential middle school site and new city park were located on the property.

PUBLIC

Wilson Kimbrough, 3110 Mount Comfort Road, expressed concern about the heavy traffic on Mount Comfort. He suggested the City and the County work together on the traffic problem. He felt the heavy traffic along Mount Comfort had reduced the value of his home. He requested the commission to deny the annexation and rezoning.

Ms. Bobby Hardin, 3670 Mount Comfort Road, expressed concern about the heavy traffic on Mount Comfort Road. She added the developer was proposing a street 20' from their bedroom window. She added the land was their personal property. She had no intentions of selling the land to have a street run near their house.

In response to questions from Ms. Johnson, Ms. Hardin stated the proposed street would provide access to the 203 acre tract of land. She did not believe Mount Comfort could handle any more traffic.

Bill Ackerman, Parks and Recreation Advisory Board, stated the proposed development offered an opportunity for the city of Fayetteville to obtain a 40 plus acre park. He recognized there was a traffic problem in the area, however, the city had plans to purchase land in the northwest quadrant for a park. The city would be spending \$200,000 to \$300,000 to acquire land for a park. He believed the community would benefit from the annexation and rezoning.

Roy Carr, Assistant Superintendent Fayetteville School District, stated there were two possible locations for a new middle school. Both sites were located near the Salem Road. One location was east of the current Holcomb School. The other site was located on this proposed annexation.

He felt the best, most economical site was located on this property. The extension of Rurple Road and the access through Serenity Subdivision, would provide two out lets. He noted the Middle School would only be adding one grade level to the area. The Middle School would consist of grades 6 and 7. Holcomb would become K-5. He did not believe the new school would create much of a traffic problem.

Ms. Johnson questioned the number of acres in the proposed park site.

Mr. Reynolds replied the proposed park would contain 44 acres. There would be 139 acres used in the actual R-1 development.

Mr. Tucker asked if the park land would be useable or was it all in the flood plain.

Mr. Tim Reynolds explained part of the park land was in the flood way, but the majority of the park was located in the flood plain, which could be built in if the terrain was raised. The land could be used as a park without raising the elevations of the land.

Ms. Hoffman expressed concern about the heavy traffic along Mount Comfort. She noted there was a need for new parks and schools in the area, however, the new annexations needed to be tempered with a real concern for traffic safety in the area. She asked how many of new roads would empty onto county roads verses city roads.

Ms. Harrington replied they were expecting the Rurple Road extension (which would be installed as part of the develop) to relieve part of the traffic problem.

Mr. Tucker asked if the Master Street Planned street would run through the park.

Mr. Reynolds stated the Master Street Plan had not taken into consideration the creek or the terrain. He was expecting the collector, Serenity Way, to follow the creek.

Ms. Hoffman asked if Rurple Road would ver to the west to cross the creek.

Mr. Beaver stated the location of the street would be discussed in detail at the Council Street meeting tomorrow afternoon. He added for Rurple Road to cross the creek, and not interfere with Salem Village, it would have to bend to the west. Another option would be for the street to stay aligned and tie into the northwest corner of Salem Village.

Ms. Johnson felt Clabber Creek would have be crossed on this property for Serenity Way to function as the Master Street Planned street.

Mr. Reynold stated he had discussed with Mr. Venable the location of the street. The street would have to follow the terrain and the creek. If the street were to follow the Master Street Plan exactly it would have to cross the creek several time.

Ms. Johnson replied if Serenity Way were to stay to the south of Clabber Creek then it would not

function as a planned Master Street Plan street. She believed a developer would have to cross the creek.

Ms. Harrington stated they would be better able to address the street issues after the Street Committee meeting on Tuesday.

Mr. Estes noted the middle school would be located north of the Mount Comfort cemetery. He asked the number of ingress/egress to the middle school and the number of ingress/egress that which fed onto Mount Comfort Road.

Mr. Conklin reminded the commission and the applicant recommendations could be made during the large scale development. Based on the staff recommendations the Planning commission was charged with the duty of requiring on-site and off-site improvements. During the large scale development the commission would be able to discuss access or numerous accesses and the applicant's proportional share of improvements.

Ms. Johnson stated the staff was recommending one north south street which would connect with Mount Comfort. The street would "T" at Serenity Way and not continue north.

Mr. Conklin stated that was correct. The recommendation was based on past action of the Planning Commission requiring Crystal Springs to make connections to Dean Solomon before any additional development could occur.

Mr. Forney felt it was very important to address the issue of where the Master Street Planned street would cross Clabber Creek. He expressed concern that if the Planning Commission did not address the issue now, then they would lose the holistic view of the development. He wished the development would come before them as a PUD. He feared if they were to annex and rezone the property, then the applicant could develop the property in a series of lot splits which would create a piece mill development.

Ms. Harrington stated it had been her experience in working with the city's staff that even if a development were to come before them in pieces, the staff did a good job of keeping the big picture in mind. She added the development would be coming before the commission in part as a PUD.

Mr. Conklin stated the staff did rely on the Master Street Plan for future connections. When the parcel developed the access would be provided for. He reiterated there would be a large scale development for the school and the development.

Mr. Beavers stated the school would have to follow the normal procedure for obtaining a large scale development.

Ms. Hoffman asked if a separate zoning would be required for the school site.

Mr. Conklin stated he had spoken with Ms. Harrington. He reiterated as of that night there had

not been a firm decision on where the school was going to be located. He noted a school would require an P-1 zoning district.

Ms. Hoffman stated she was generally in favor of annexation in the area because of the need for schools and parks, however, she expressed concern about the heavy traffic in the area.

Mr. Watkins complained about receiving additional information. He requested all information be submitted at the agenda session.

Mr. Odom asked Mr. Conklin if all the required information had been received to complete the annexation and rezoning request.

Mr. Conklin replied all the information had been received. He explained the item handed out at the meeting had been brought by the applicant.

Mr. Watkins suggested that the Commissioners not consider anything brought to them at the last minute. He did not like to make decisions on complex items without having a weekend to think about it.

Ms. Harrington stated they had considered not handing out the drawing because it was not relative to the rezoning and annexation. They had distributed the drawing to illustrate the surrounding area. She reassured all the information had been submitted to the staff on time.

Mr. Watkins did not want anything presented at the Planning Commission meeting that had not been presented at the agenda session. He added he did not believe the city's infrastructure could support the additional land. He noted the lift station would have to be upgraded and the traffic controls were not in place to handle the additional traffic. He opposed the annexation. He added the Planning Commission's recommendation did not matter anyway, because the City Council would do what ever it wanted, irrespective of the commissions recommendation.

Mr. Forney stated he would support the annexation. However, he thought the location of the school should be next to the park, so the children did not have to cross traffic ways.

In response to concerns voiced by Mr. Forney, Ms Harrington stated the developer had agreed to provide an access from the school to the greenspace, even though, the school board had chosen not to locate next to the park. The school board had determined the siting for the school.

Ms. Hoffman felt the commission should develop a better ordinances for PUDs. She noted this site had problems with wetlands and floodplain. She felt there would be stringent regulations regarding roads adjacent to the wet land area.

In response to questions from Mr. Forney, Ms. Harrington stated the developer would have brought the project forward as a PUD development, but it was not allowed by ordinance. Springdale had an ordinance that allowed PUD to be a separate zone. Fayetteville did not allow them to do that. The developer was constrained by the city's ordinances. They were required to

chose a zone or zones before they could present the development. She explained PUD's could not be done at the rezoning stage, because of the structure of the ordinances. They also did not have the option to determine the location of the streets. The city attorney had told her, he could not consider the streets until the property had been annexed and rezoned.

Mr. Forney felt the Master Street Plan street should cross Clabber Creek on this property. He questioned if the creek crossing should be required during the annexation and rezoning process.

Ms. Johnson stated if the Master Street Plan were adhered to then Clabber Creek would be crossed by Serenity Way on this development. She did not believe the school should be located South of the street, forcing children to cross the street to get to the park. She felt the safety of children should be one of the school boards first concerns. She did not believe the school's location was a logical location, if Serenity Way were to cross Clabber Creek. She felt the creek crossing needed to be looked at soon. The school officials needed to considered where the city's street was going to be located.

MOTION

Ms. Johnson moved to approve the annexation request.

Mr. Ward seconded the motion.

The motion carried by a vote of 6-2-0. Watkins and Forney voting no.

**RZ 98-5.00: REZONING (SERENITY PLACE, PHASE II)
PRESTIGE PROPERTY-NO OF MT. COMFORT ROAD ND E. OF HUGH MOUNT RD.**

The rezoning request was submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road the east of Hugh Mount Road. The property contains 203.05 acres and the request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

Recommendation: the staff recommends approval of requested rezoning from A-1 to R-1.

Ms. Harrington stated the development would probably be submitted as a PUD. She noted R-1 had been the lowest density zoning in the city. She felt some of the traffic problems would be resolved by the new connections.

Ms. Bobbie Hardin questioned the location of the access road.

Ms. Harrington illustrated the location of the proposed street.

Wilson Kimbrough stated the staff and the Planning Commission had made life nice for people in cul-de-sacs.

In response to comments from Mr. Kimbrough, Mr. Odom stated the Planning Commission was anti-cul-de-sac. The commission had required developers to replace cul-de-sacs with through streets. The commission felt connectivity was very important.

Ms. Warrick stated one citizen had expressed concern about vandalism to the nearby cemetery.

Mr. Watkins suggested delaying the rezoning until Fayetteville had a PUD ordinance which would allow them to bring the entire property into the city as a PUD zone. He believed the new ordinance would allow the commission to engage in a holistic planning.

Mr. Odom agreed the commission was not required to rezone a property when it was annexed. However, they were required to address the applications before them.

Mr. Watkins felt they were rushing the development because there were no guarantees that the development would come through as a PUD.

Ms. Hoffman noted the last two annexations and rezoning done in the area had been annexed, but not rezoned according to the initial wishes of the applicant. She did not want to hold up the development pending the passing of the PUD ordinance. She believed the development of the PUD ordinance would take some time. She requested a clearer picture of how the property would be used. She did not feel she could support R-1 zoning.

Mr. Forney did not want to penalize a developer which could do the city some good. He would not consider a lot split on the property if it were rezoned. He felt the development should come

through the process as a PUD and not a LSD. He wished the application had been for more than one zoning district. He liked the school and park being on the property because it started to create a mix use on the property.

Mr. Tucker stated he wanted to make it clear that the commissioners wanted a road across Clabber Creek.

Mr. Watkins felt the commission could develop a PUD ordinance faster than the property would develop.

In response to comments from Mr. Watkins, Mr. Odom stated most of the negotiations were done during the large scale development.

In response to comments from Mr. Watkins, Ms. Johnson stated she did not believe the city could pass a PUD ordinance in a reasonable amount of time. She believed the commission should only discuss legal options for the property.

MOTION

Ms. Johnson moved to approve the rezoning request from A-1 to R-1.

Mr. Ward seconded the motion.

Mr. Forney stated he did not support tabling the item in anticipation of a PUD ordinance. He asked Ms. Johnson if the commissioners needed to clarify any issues for the large scale development or did they only need to look at rezoning.

Ms. Johnson replied if Serenity Way were to cross the creek on the property, then the proposed location for the school was crazy, because they would be sending children across a busy street to the park.

Mr. Watkins felt the commission was rushing ahead too fast with the rezoning. He thought they should deny the rezoning to allow the commission time to negotiate with the developer to address some of the concerns with the location of the streets.

Mr. Tucker stated the commission was asking to see a large scale development before the property was rezoned. He was not comfortable with that request. He questioned if it was appropriate for a large tract to come into the city as simply residential. He noted there was not much commercial development in the area.

Mr. Odom referred to the general plan. He believed the request was in compliance with the 2020 plan.

Mr. Conklin added when the school petitioned the commission for the rezoning they would be able to make a recommendation on the location of the school.

Ms. Johnson stated the commission needed to vote on the applicant's request.

Mr. Forney stated he would be supporting the rezoning. He did not want to penalize the developer for bringing in a large development. He added he would not support any large scale development of the entire property that did not include the crossing of Clabber Creek for the Master Street Plan street. He would not support lot splits. He strongly encouraged a PUD and other kinds of uses other than residential. If the commissions were wanting a revised PUD ordinance then they needed to start working on it.

Mr. Odom clarified that Mr. Forney was talking about an east-west bridge crossing on Clabber Creek and not Ruppel Road extension.

Ms. Johnson noted if Serenity Way did cross Clabber Creek then it might be possible for the north-south street in the middle of the property to intersect with Serenity to cross Clabber Creek.

The motion carried by a vote of 6-2-0. Watkins and Hoffman voting nay.

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date January 29, 1998

Investment Offered \$980,000.00 (\$995,000.00 if T-Bill, \$940,000 if T-Note)

Maturity Date Requested October 15, 1998

Number of Days 259 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	AWARDED BANK OF ARK
SETTLEMENT DATE	01/29/98	01/29/98	01/29/98	01/29/98
MATURITY DATE	10/15/98	10/15/98	10/15/98	10/15/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	259	259	259	259

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	5.200	No Bid	5.300
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CD INTEREST EARNINGS		36,514.38		37,228.45
INTEREST ON INTEREST BASIS				

CD EFFECTIVE YIELD		5.360		5.465
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T-BILL EFFECTIVE YIELD				
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T-NOTE/OTHER EFFECTIVE YIELD				
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INVESTMENT NUMBER 5660001093

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY

Brian Brown

1-29-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date January 29, 1998

Investment Offered \$900,000.00 (900,000.00 if T - Note)

Maturity Date Requested February 4, 1999 (2/15/99 if T - Note)

Number of Days 371 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/29/98	01/29/98	01/29/98	01/29/98
MATURITY DATE	02/15/99	02/15/99	02/15/99	02/15/99
DISCOUNT OR COUPON RATE	5.000	5.000	5.000	5.000
YIELD	5.402	5.410	5.417	5.400
DAYS BID	382	382	382	382

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE	900,000.00	900,000.00	900,000.00	900,000.00
BOOK VALUE	896,343.75	896,203.13	896,203.13	896,343.75
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS	47,657.50	47,658.53	47,659.42	47,657.25
CALCULATED YIELD	5.391	5.406	5.406	5.391
DISCOUNT/(PREMIUM)	3,656.25	3,796.87	3,796.87	3,656.25
PURCHASE INTEREST	20,421.20	20,421.20	20,421.20	20,420.49

CD BID

CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD	5.391	5.406	5.406	5.391

INVESTMENT NUMBER 6014369

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

Bush Aron

1-29-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date January 29, 1998

Investment Offered \$900,000.00 (900,000.00 if T-Note)

Maturity Date Requested February 4, 1999 (2/15/99 if T-NOTE)

Number of Days 371 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	01/29/98	01/29/98	01/29/98	01/29/98
MATURITY DATE	02/04/99	02/04/99	02/04/99	02/04/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	371	371	371	371

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	5.400	No Bid	5.300
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		51,388.05		50,410.45
CD EFFECTIVE YIELD		5.617		5.511
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014369

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY

Bruce Swann

1-29-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date January 29, 1998

Investment Offered \$960,000.00 (\$995,000.00 if T-Bill, \$940,000 if T-Note)

Maturity Date Requested October 15, 1998

Number of Days 259 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/29/98	01/29/98	01/29/98	01/29/98
MATURITY DATE	10/15/98	10/15/98	10/15/98	10/15/98
DISCOUNT OR COUPON RATE			5.040	7.125
YIELD			5.261	5.400
DAYS BID	259	259	259	259

T-BILL BIDS

CALCULATED YIELD			5.302	
FACE VALUE			995,000.00	
BOOK VALUE			958,921.30	
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS			38,078.70	

T-NOTE/OTHER BIDS

FACE VALUE				940,000.00
BOOK VALUE				951,015.63
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				47,659.22
CALCULATED YIELD				5.400
DISCOUNT/(PREMIUM)				(11,015.63)
PURCHASE INTEREST				19,503.71

CD BID	No Bid	No Bid		
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				

CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD			5.302	
T-NOTE/OTHER EFFECTIVE YIELD				5.400

INVESTMENT NUMBER 5660001093

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY

Brian J. [Signature] 1-29-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

BID QUOTATIONS

#1

Purchase Date February 5, 1998
 Investment Offered \$800,000.00 ~~(\$820,000.00 if T - Bill)~~
 Maturity Date Requested August 6, 1998
 Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	AWARDED BANK OF ARK
SETTLEMENT DATE	02/05/98	02/05/98	02/05/98	02/05/98
MATURITY DATE	08/06/98	08/06/98	08/06/98	08/06/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182

T - BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - BILL INTEREST EARNINGS				

T - NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	No Bid	No Bid	5.300
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				21,676.84
CD EFFECTIVE YIELD				5.434
T - BILL EFFECTIVE YIELD				
T - NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 5660001097

LOGGED ON COMPUTER BY

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date February 5, 1998

Investment Offered \$800,000.00 (\$820,000.00 if T - Bill)

Maturity Date Requested August 6, 1998

Number of Days 182 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	02/05/98	02/05/98	02/05/98	02/05/98
MATURITY DATE	08/06/98	08/06/98	08/06/98	08/06/98
DISCOUNT OR COUPON RATE	4.980	5.015	5.000	5.010
YIELD	5.180	5.210	5.209	5.210
DAYS BID	182	182	182	182

T-BILL BIDS

CALCULATED YIELD	5.182	5.218	5.201	5.212
FACE VALUE	820,000.00	820,000.00	820,000.00	820,000.00
BOOK VALUE	799,347.23	799,204.80	799,272.22	799,230.22
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	20,652.77	20,795.20	20,727.78	20,769.78

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID

CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				

CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD	5.182	5.218	5.201	5.212
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 5660001097

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LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	February 5, 1998			
Investment Offered	\$1,400,000.00	(1,380,000.00 If T - Note)		
Maturity Date Requested	May 15 - 31, 1999	(5/20/99 If CD)		
Number of Days	464 - 480 Days	(469 if CD)		
	<u>NATIONSBANK</u>	<u>AWARDED MCILROY</u>	<u>BANK OF FAYE</u>	<u>BANK OF ARK</u>
SETTLEMENT DATE	<u>02/05/98</u>	<u>02/05/98</u>	<u>02/05/98</u>	<u>02/05/98</u>
MATURITY DATE	<u>05/20/99</u>	<u>05/20/99</u>	<u>05/20/99</u>	<u>05/20/99</u>
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	<u>469</u>	<u>469</u>	<u>469</u>	<u>469</u>

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	<u>2.00</u>			
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	<u>2.00</u>			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	<u>No Bid</u>	<u>5.500</u>	<u>No Bid</u>	<u>5.350</u>
CD INTEREST EARNINGS		<u>103,748.98</u>		<u>100,826.47</u>
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD		<u>5.767</u>		<u>5.605</u>
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014235

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LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date February 5, 1998

Investment Offered \$1,400,000.00 (1,380,000.00 If T - Note)

Maturity Date Requested May 15 - 31, 1999 (5/20/99 If CD)

Number of Days 464 - 480 Days (469 If CD)

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	02/05/98	02/05/98	02/05/98	02/05/98
MATURITY DATE	05/15/99	05/15/99	05/31/99	05/31/99
DISCOUNT OR COUPON RATE	6.375	6.375	6.250	6.250
YIELD	5.310	5.330	5.321	5.330
DAYS BID	464	464	480	480

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE	1,380,000.00	1,380,000.00	1,380,000.00	1,380,000.00
BOOK VALUE	1,397,681.25	1,397,250.00	1,395,956.25	1,395,740.63
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS	113,815.34	113,823.99	115,570.28	115,574.46
CALCULATED YIELD	5.302	5.327	5.311	5.323
DISCOUNT/(PREMIUM)	(17,681.25)	(17,250.00)	(15,956.25)	(15,740.63)
PURCHASE INTEREST	19,928.04	19,928.00	15,875.69	15,875.69

CD BID

CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD	5.302	5.327	5.311	5.323

INVESTMENT NUMBER 6014235

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


 ADMINISTRATIVE SERVICES DIRECTOR
 OR DESIGNEE

T E N T A T I V E A G E N D A

FAYETTEVILLE CITY COUNCIL MEETING

February 17, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

STATE OF THE CITY ADDRESS BY MAYOR FRED HANNA

NOMINATING COMMITTEE REPORT

- 1 **CONSENT AGENDA:** Consideration of items which may be approved by motion, or contracts and leases which can be approved by resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":
 - A. Minutes of the February 3 regular City Council meeting;

 - B. A resolution approving a budget adjustment which will allow for the roll forward of all projects or items in progress which were appropriated in the 1997 budget;
 01-08

 - C. A resolution accepting the lowest qualified bidder for Item 1, Bid 97-73, Barton Freightliner, Inc., North Little Rock, for HD cab/Chassis with mounted compartmentalized recycling body, six units for a total bid award of \$619,044;
 09-32

 - D. A resolution accepting the lowest qualified bidder for Item 1, Bid 98-1, Ron Blackwell Ford, Bentonville, replacement unit for traffic sign maintenance vehicle;
 33-58

 - E. A resolution approving a contract with Milholland Engineering Company in the not-to-exceed amount of \$38,000 for the design and construction observation of drainage improvements in the Boardwalk Subdivision along Ridgely and Manor Drives; **59-84**

- F. A resolution approving amendment 3 to the engineering agreement with Development Consultants, L.L.C., for the design of the Mud Creek bridge replacement; **85-90**
-

- 2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.
-

- A. **REZONING RZ97-22.10:** An ordinance rezoning 5.61 acres located on the north side of Wedington Drive west of Ruppel Road from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. This item was left on first reading at the Feb. 3 meeting.
-

- B. **REZONING RZ97-23.10:** An ordinance rezoning 3.24 acres located on the north side of Wedington Dr. west of Ruppel Rd. from A-1, Agricultural, to R-O, Residential-Office, as requested by Lew Steenken on behalf of Shahryar Khajehnajafi. This was left on first reading at the Feb. 3 meeting.
-

- C. **REZONING RZ98-2:** An ordinance rezoning 5.20 acres located north of Wedington Dr. west of Salem Rd. from R-2, Medium Density Residential, to R-O, Residential-Office, requested by Kurt Jones on behalf of Sam Rogers. This was left on first reading at the Feb. 3 meeting.
-

- 3 **VA 98-1.00:** An ordinance vacating a utility easement as requested by Arkansas Book Service for property located north of Point West Drive and west of Shiloh Drive. The requested vacation is to abandon an existing sanitary sewer and 25' easement which will be replaced in the construction of the new building.
-

- 4 **RZA 98-4.00:** An ordinance approving annexation request RZA 98-4.00 submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200 acres.
-

- 5 **RZ 98-5.00:** An ordinance approving rezoning request RZ 98-5.00 submitted by Michele Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200 acres. The request is to change zoning from A-1, Agricultural, to R-1, Low Density Residential.

February 17, 1998

page 3

- 6 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 2-17-98 mtg.

HANDOUTS:

No Handouts

DISTRIBUTED TO:

_____ Stephen Miller	_____ Jerry Rose
_____ Kit Williams	_____ Alett Little
_____ Cyrus Young	_____ Steve Davis
_____ Randy Zurcher	_____ NWAT
_____ Trent Trumbo	_____ M. News
_____ Donna Pettus	_____ KIX
_____ Len Schaper	_____ Democrat-Gazette
_____ Heather Daniel	_____ Robyn/Lana
_____ Mayor Hanna	_____ Jane
_____ Phyllis Rice	
_____ Ben Mayes	
_____ Kevin Crosson	
_____ Charlie Venable	

NOTES:

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 17, 1998

FROM:

Steve Davis Budget & Research Administrative Services
 Name Division Department

ACTION REQUIRED:

The City Council is requested to approve a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1997 Budget. The items which are approved will become part of the 1998 Budget.

COST TO CITY:

<u>See attachment</u>	<u>See attachment</u>	<u>See attachment</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>See attachment</u>	<u>See attachment</u>	<u>See attachment</u>
Account Number	Funds Used To Date	Program Name
<u>See attachment</u>	<u>See attachment</u>	<u>See attachment</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item X Budget Adjustment Attached

Steph Davis Administrative Services Director
 Budget Coordinator

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

<u>Marilyn J. Cramer</u> <u>2-3-98</u>	<u>Yolanda Fields</u> <u>2-3-98</u>
Accounting Manager Date	Internal Auditor Date
<u>[Signature]</u> <u>2-4-98</u>	<u>[Signature]</u> _____
City Attorney Date	ADA Coordinator Date
<u>[Signature]</u> _____	_____
Purchasing Officer Date	

STAFF RECOMMENDATION:

Staff recommends approval of the rollforward budget adjustment.

Steph Davis 2/3/98
 Division Head Date

Cross Reference

 Department Director Date

New Item: **Yes No**

Ben 2/4/98
 Administrative Services Director Date

Prev Ord/Res #: _____

 Mayor Date

Orig Contract Date: _____

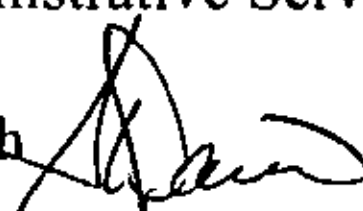
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

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

FROM: Budget & Research 

DATE: February 2, 1998

SUBJECT: **1997 Budget Rollforwards**

Attached, please find a schedule of capital projects and program items which were included in the 1997 Budget, but did not incur a financial obligation during the 1997 fiscal year. The 1997 estimated unreserved fund balance/retained earnings, for the respective funds, reflects the cost of the requested rollforward. Therefore, approval of these items to be made part of the 1998 appropriations will not impact the City's budgeted financial position. The rollforward of prior year appropriated projects and items in this manner is a normal operating procedure. Approval of this request will allow the 1998 Budget to be increased to reflect the attached information. Several of the requested rollforwards include a revenue offset in the form of grant revenues.

Total requested rollforwards for all funds is \$ 11,615,731. A summary of all rollforwards requiring City Council action is described in the table below.

City Council Approval Requested

Rollforward Description	Amount
Street, Bridge & Drainage, and Transportation Improvements	\$4,524,666
Water & Sewer Improvements	2,626,862
Parks & Recreation Improvements	1,459,896
Fleet Replacements/Expansions	827,607
Airport Improvements	742,701
Public Safety Improvements	220,327
Wastewater Treatment Plant Improvements	123,212
Community Development Block Grant Improvements	0
Miscellaneous Operating & Capital Improvements	1,090,460
Total	\$11,615,731

In addition to the projects discussed above, \$ 5,282,484 of projects and items were in progress at the end of the year. The unexpended budget on these financial obligations will also be rolled forward and become a part of the 1998 budget. These items do not require additional action by Council because these items have either a contractual agreement or have been authorized by purchase order. For your information, a summary by project type is included in the table below.

Informational Rollforwards

Rollforward Description	Amount
Water & Sewer Improvements	\$2,614,752
Street, Bridge & Drainage and Transportation Improvements	979,004
Public Safety Improvements	460,042
Fleet Replacements/Expansions	362,445
Airport Improvements	279,859
Parks & Recreation Improvements	142,717
Wastewater Treatment Plant Improvements	91,990
Miscellaneous Operating & Capital Improvements	351,675
Total	\$5,282,484

If you have any questions concerning the attachments, or the procedure please feel free to contact the Budget & Research Office. Thank you.

City of Fayetteville, Arkansas
1997 City Council Rollforwards

Account	Description	Amount
<u>Street, Bridge & Drainage, and Transportation Improvements</u>		
4470-9470-5817-00	Clear Creek Bridge Improvements	\$ 220,000
4470-9470-5809-00	Cliffs To Fourth Street - Boulevard	50,000
2100-5500-5809-00	Commerce Drive Improvements	126,200
4470-9470-5314-00	Drainage Study And Master Plan	180,010
4470-9470-5810-00	Highway 265 Widening - R.O.W.	932,983
4470-9470-5809-00	Intersection Improvements	9,423
4470-9470-5809-00	Joyce Blvd Intersections - Ext Gregg	26,032
4470-9470-5314-00	Lk. Fay. Dam - Emergency Action Plan	6,130
4470-9470-5809-00	Maple Street Improvements	33,681
4470-9470-5817-00	Miscellaneous Drainage Improvements	37,093
4470-9470-5809-00	Mission Blvd. & North St. Intersection	13,789
4470-9470-5809-00	Old Missouri Road / Zion Road Intersection	355,620
2130-9130-5411-00	Parking Deck Rehabilitation	67,611
4470-9470-5809-00	Poplar Street Improvements	15,545
4470-9470-5809-00	Salem Road Area Traffic Improvements	183,000
4470-9470-5817-00	Shenandoah Mobile Home Park - Drain Impr.	232,785
4470-9470-5814-00	Sidewalk Improvements	143,466
4470-9470-5809-00	Sixth Street Ext To East Huntsville Road	277,413
4470-9470-5817-00	Steele Property Bridge - Cost Sharing	368,000
4470-9470-5809-00	Stonebridge - Street/Drainage Imp	174,856
4470-9470-5810-00	Street Right Of Way Acquisition	8,273
4470-9470-5809-00	Sunbridge Ext From Villa To N College	315,112
4470-9470-5809-00	Sycamore Street - Leverett To Garland	147,105
4470-9470-5809-00	The Cliffs - Cost Sharing	242,672
4470-9470-5814-00	Trailways/Railroad Corridor Const.	618,563
4470-0947-4309-00	Trailways/Railroad - Federal Grant	(540,739)
4470-9470-5809-00	Twentieth Street - West Of South School	15,043
4470-9470-5817-00	Vista - Hollywood Improvements	265,000
		<u>4,524,666</u>

Water & Sewer Improvements

5400-1830-5801-00	Backflow Prevention Assemblies	20,000
4470-9470-5815-00	Highway 16 West Sewer Force Main	600,000
5400-5600-5808-00	Highway 265 - Water/Sewer Relocations	1,800,000
5400-0940-4303-00	Highway 265 - W/S Rel - State Reimb	(1,650,000)
4470-9470-5808-00	Lake Fayetteville Dam - Monitor Wells	71,897
5400-1820-5804-00	Meter Testing Station	20,357
5400-5600-5808-00	Old Wire Road 2 1/4" Water Line Repl	120,000
5400-5600-5808-00	Rolling Hills - Water Line Repl.	309,794
5400-5700-5815-00	Sanitary Sewer Rehabilitation	96,343
4470-9470-5815-00	Sanitary Sewer Rehabilitation	371,462

City of Fayetteville, Arkansas
1997 City Council Rollforwards

Account	Description	Amount
5400-5700-5315-00	Sewer System Study	17,555
5400-5600-5808-00	Shenandoah Mobile Home Pk - Water L Repl	168,600
5400-1820-5314-00	W & S Operations/Rate Study	15,000
4470-9470-5808-00	Water And Sewer Cost Sharing	127,828
5400-5600-5808-00	Water And Sewer Cost Sharing	28,687
5400-1820-5811-00	Water Meters	110,848
5400-5600-5808-00	Water Tank Paint - Rogers Dr & Baxter Ln	250,000
5400-5600-5808-00	Wedington Road - W/S Relocations	36,631
5400-5600-5808-00	White River Water Authority - Acq & Impvs	111,860
		<u>2,626,862</u>

Parks & Recreation Improvements

4470-9470-5806-00	A.D.A. Park Projects	6,064
2250-9250-5806-00	Girls Softball Complex	487,038
2250-9250-5804-00	Holcomb/Vandergriff Equipment	17,600
4470-9470-5806-00	Lake Fayetteville S Restrooms/Parking	91,987
2250-9250-5814-00	Lake Fayetteville Trail	69,929
4470-9470-5806-00	Lewis Soccer Field Complex	62,085
4470-9470-5806-00	Lk. Fay. & Seq. - Restrooms	25,000
2250-9250-5806-00	Misc. Park Improvements	12,809
2250-9250-5806-00	Misc. Park Surveys	25,897
4470-9470-5806-00	Park Entrance Gates & Signs	54,398
4470-9470-5220-00	Tree Planting Program	10,680
4470-9470-5806-00	Veterans Park Sewer And Road Imps	81,000
4470-9470-5806-00	Walker Park - New Parking Lot	14,245
2250-9250-5806-00	Walker Park Senior Complex	225,000
2250-9250-5804-00	Walker Park Senior Complex	250,000
2250-9250-5806-00	Wilson Park Castle Renovation	26,164
		<u>1,459,896</u>

Fleet Replacements/Expansions

9700-1920-5801-00	Expansion - Shop Equipment	22,576
9700-1920-5802-00	Light / Medium Utility Vehicles - Repl	188,465
9700-1920-5804-00	Maintenance/Operations Center	41,105
9700-1920-5802-00	Medium / Heavy Utility Vehicles - Repl	265,569
9700-1920-5802-00	Other Vehicles / Equipment - Exp	51,601
9700-1920-5802-00	Other Vehicles / Equipment - Repl	53,000
9700-1920-5801-00	Repl. - Fuel Storage	30,936
9700-1920-5802-00	Sanitation Vehicles / Equipment - Exp	174,355
		<u>827,607</u>

City of Fayetteville, Arkansas
1997 City Council Rollforwards

Account	Description	Amount
<u>Airport Improvements</u>		
5550-3960-5400-00	Airfield Marking	51,000
5550-3960-5801-00	Airport Marketing Expense	6,000
5550-3960-7820-21	Airport Master Plan / Snow Blower	4,390
5550-0955-6820-21	Airport Master Plan / Snow Blower - Grant	(3,951)
5550-3960-5801-00	Fuel Farm Replacement	235,403
5550-3960-5314-00	Fuel Farm Replacement	29,597
5550-3960-5804-00	General Aviation Terminal Renovation	90,000
5550-3960-5400-00	Passenger Terminal Doors	39,000
5550-3960-5400-00	Pavement Maintenance	61,131
5550-3960-5801-00	Precision Approach Slope Indicator	10,000
5550-3960-7820-24	Safety Area Extension	66,021
5550-0955-6820-24	Safety Area Extension - Federal Grant	(59,419)
5550-3960-5400-00	Safety Area Maintenance & Drainage	163,266
5550-3960-5815-00	Sewer Lift Station/East Side	3,784
5550-0955-6803-00	State Grant Revenue on Federal Projects	(3,521)
5550-3960-5804-00	T-Hangar Tenant Improvements	50,000
		<u>742,701</u>
<u>Public Safety Improvements</u>		
4470-9470-5801-00	Bar Code System - Evidence/Property	25,000
4470-9470-5801-00	Computerized Police Mugshots	52,000
4470-9470-5802-00	Fire Apparatus - Fire Station #6 Expansion	11,664
4470-9470-5804-00	Fire Station #4 - Expansion	105,425
4470-9470-5801-00	Public Safety Computer System - Repl	26,238
		<u>220,327</u>
<u>Wastewater Treatment Plant Improvements</u>		
5400-5100-5415-00	Landscape Maintenance	13,912
5400-5800-5801-00	Plant Pumps And Equipment	8,190
5400-5800-5801-00	Replace Bar Screen	17,400
5400-5800-5801-00	Safety Equipment Improvements	10,963
5400-5100-5414-00	Upgrade/Replace Lift Stations	72,747
		<u>123,212</u>

City of Fayetteville, Arkansas
1997 City Council Rollforwards

Account	Description	Amount
<u>Community Development Block Grant Improvements</u>		
2180-4930-XXXX-XX	CDBG: Administration & Planning	7,966
2180-4940-XXXX-XX	CDBG: Housing Services	34,542
2180-4950-XXXX-XX	CDBG: HOME Grant Program	367,109
2180-4990-XXXX-XX	Public Facilities / Improvements	94,082
2180-4990-5390-17	Public Improvement Target Improvements	347,771
2180-4990-5390-24	Southeast Community Center	5,361
2180-4990-5722-00	Walker Park Senior Complex	351,324
2180-0918-4322-00	HOME Grant Funding	(367,109)
2180-0918-4320-00	CDBG Grant Funding	(841,046)
		<u>0</u>
<u>Miscellaneous Operating & Capital Improvements</u>		
5550-3940-5342-00	Airport Marketing Expenses	2,225
5550-3960-5801-00	Airport Marketing Exp: Info Display	6,000
5550-3940-5314-00	Airport Marketing Exp: Marketing Plan	12,000
5550-3940-5200-00	Airport Marketing Exp: Printing	9,000
4470-9470-5804-00	Animal Shelter Expansion	158,729
5500-5060-5816-00	Collection Bins	80,000
4470-9470-7602-50	Transfer to Solid Waste (Collection Bins)	58,000
5500-0955-6602-47	Transfer from Sales Tax (Collection Bins)	(58,000)
5500-5010-5801-00	Commercial Cart Program	20,000
5500-5060-5816-00	Curbside collection Bins	22,000
4470-9470-5801-00	Document Imaging System	100,000
4470-9470-5816-00	Dumpster Lease Program	29,854
4470-9470-5805-00	Employee Parking Lot	150,000
4470-9470-5819-00	Employee Parking Lot Improvements	3,000
4470-9470-5821-00	G I S Unix Computer System	37,369
4470-9470-5821-00	Geographic Information System	73,986
4470-9470-5801-00	Industrial Park South - Entrance Enhance	15,000
4470-9470-5720-00	Library Book Purchases	18,037
5400-4000-5314-00	Line Surveying Services	8,000
2100-4120-5215-00	Maintenance Materials	20,000
5400-5610-5801-00	Metal/Gas Detectors & Boring Machine	9,600
4470-9470-5801-00	Microcomputer Replacements	5,893
4470-9470-5801-00	Misc. Public Works Improvements	3,000
4470-9470-5801-00	Printer Replacements	17,987
4470-9470-5816-00	Roll-Off Containers	35,000
4470-9470-5819-00	Southside Parking Lot Acquisition	150,000

City of Fayetteville, Arkansas
1997 City Council Rollforwards

Account	Description	Amount
1010-6600-5315-00	Special Census	46,802
5500-5060-5816-00	Transfer Station/Processing Facility	10,978
4470-9470-5801-00	Voice & Data Comm Wiring - City Adm Bld	16,000
4470-9470-5816-00	Volume Reduction Machine	30,000
		<u>1,090,460</u>
		<u>\$ 11,615,731</u>

Required Signatures:

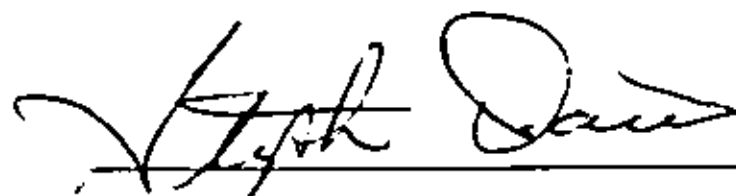
Mayor

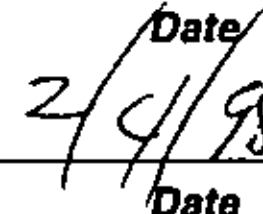
Date

Admin. Services Dir.

Date

Budget Coordinator




Date

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 17, 1998

FROM:

W.A. Oestreich

Name

Fleet Operations

Division

Administrative Services

Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #1 - Bid #97-73. The Vendor for this Purchase is Barton Freightliner Inc., 11700 Valentine Road, North Little Rock, AR 72117.

COST TO CITY:

Cost: \$ 619,044.00 Trade Allowance: N/A Net Cost: \$ 619,044.00

\$ 619,044.00
 Cost of this Request

\$ 766,000.00
 Category/Project Budget

Repl/Exp Sanitation Veh/Equip
 Category/Project Name

9700-1920-5802.00
 Account Number

\$ 00.00
 Funds Used To Date

Vehicles & Equipment
 Program Name

98067
 Project Number

\$ 766,000.00
 Remaining Balance

Shop
 Fund

BUDGET REVIEW:

XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

[Signature]
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
 Accounting Manager

1-29-98
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

2-3-98
 Date

[Signature]
 Internal Auditor

2-3-98
 Date

[Signature]
 Purchasing Officer

2-2-98
 Date

STAFF RECOMMENDATION:

Acceptance of Bid 97-73 and authorization to Purchase Item #1.

[Signature]
 Division Head

1-26-98
 Date

Cross Reference

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

[Signature]
 Department Director

2/4/98
 Date

Prev Ord/Res #: _____

[Signature]
 Administrative Services Director

2/4/98
 Date

Orig Contract Date: _____

Mayor

BID: 97-73
 DATE: 12/22/97
 TIME: 1100 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: H/D TRUCK W/RECYCLING BODY

BIDDER	ITEM #1
--------	---------

OZARK TRUCK SALES	\$118,970.00 unit \$713,870.00 tot	
NWA TRUCK	\$98,810.72 unit \$592,864.32 tot	
BARTON FREIGHTLINER	\$103,174.00 unit \$619,044.00 tot	\$87,634.00 alt \$526,804.00 alt tot
CRANE CARRIER CO	\$122,174.00 unit \$733,044.00 tot	
GRANT MFG	\$86,262.00 unit \$517,572.00 tot	
SHIPLEY MOTOR	\$86,773.74 unit \$520,642.44 tot	
BELL INTERNATIONAL	\$100,481.66 unit \$602,889.96 tot	
WASTE RESEARCH	\$93,490.86 unit \$560,945.16 tot	
RON BLACKWELL	\$101,154.00 unit \$606,924.00 tot	\$103,662.80 alt \$621,976.80 alt tot

Certified by P. Vice
 P Vice Purch Mgr

R. Williams 12/22/97
 Witness Date

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: January 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 97-73

Reference the attached Agenda Request for the Award of Bid 97-73, Item #1. The lowest qualified bidder meeting specifications is Barton Freightliner, Inc., 11700 Valentine Road, North Little Rock, AR 72117.

The Bid Tabulation Sheet dated December 22, 1997, 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 Solid Waste Division and Fleet Operations Division prior to submission to the Equipment Committee. The need to require strict compliance with the specifications is explained in the attachments.

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

ITEM 1. HD Cab/Chassis w/mounted Compartmentalized Body

**

Barton Freightliner, Inc.

1998 Freightliner FL-70 Conventional Style Cab/Chassis w/SAC Model 4200 Recycle Body @ \$103,174.00. 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.

SUMMARY

TO BE DELIVERED AS 6 COMPLETE UNITS:

ITEM 1. Barton Freightliner, Inc. - 6 Units at \$103,174.00

TOTAL BID AWARD: \$ 619,044.00

The budgeted amount for items in this Category/Project is \$766,000.00 in account 9700-1920-5802.00, Project 98067-001. With the purchase of these items at \$619,044.00 we will have a balance remaining of \$146,956.00 for the other items scheduled in this Category/Project.

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Cheryl Zotti, Environmental Affairs Administrator

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: January 14, 1998

SUBJECT: **AWARD RECOMMENDATION FOR CAB/CHASSIS-BID 97-73**

After review of the responses to Bid 97-73, I feel that the compliance with the original specifications should be the first item to be considered for the Cab & Chassis. As this will be a 1 man operation with in excess of 400 pick up stops per day plus the normal traffic stops, the need for a grade retarder is definitely a safety related item. Due to the size and anticipated weight of these units, deletion of the grade retarder is an unnecessary cost reduction. The amount of braking in the anticipated usage will generate a great amount of heat which would reduce the effectiveness by inducing fade. The safety factor allowed to the driver with the utilization of a grade retarder would greatly improve his chances in the event of a need for an emergency brake application.

Therefore, the recommendation is as follows:

- ** \$86,262.00 per unit FL70 Freightliner/National w/retarder
- \$86,773.00 per unit Mack/National(Engine too small)Exhaust Brake w/o retarder
- ** \$87,634.00 per unit FL70 Freightliner/National w/retarder
- \$93,490.86 per unit 4900 IHC/Brother w/o retarder
- ** \$98,810.72 per unit FL70 Freightliner/GS Prod w/retarder
- \$100,481.66 per Unit 4900 IHC/SAC w/o retarder
- \$101,154.00 per unit HN80 Sterling/GS Prod w/o retarder
- ** \$103,174.00 per unit FL70 Freightliner/SAC w/retarder
- \$103,662.80 per unit HN80 Sterling/SAC w/o retarder

\$118,970.00 per unit **LCF Volvo/SAC**(Engine too small) w/retarder

\$122,174.00 per unit **COE CCC LET21C/SAC** w/retarder

Please note the items with ** as the cab and chassis are acceptable. There are 6 not acceptable due to lack of the grade retarder and the last 2 are not acceptable due to cab configuration.

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

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Equipment Committee

Thru: Fred Hanna, Mayor
Kevin Crosson, Public Works Director

From: Cheryl Zotti, Environmental Affairs Administrator 

Date: January 26, 1998

Re: **Purchase of Compartmentalized Recycling Vehicles**

On December 22, 1997, staff publicly opened Bid # 97-73 for six Heavy Duty Truck Cab/Chassis with mounted compartmentalized recycling collection bodies which will be utilized as curbside sort recycling units for the Solid Waste Division. Upon extensive evaluation of the bids, staff recommends purchasing the required equipment from the lowest bidder that meets all specifications and operational requirements, Barton Freightliner, Inc. with a SAC Recycling body for the amount of \$619,044 (\$103,174 each).

A total of eleven bids were submitted with several different combinations of six chassis and four recycling bodies. The first review of the submitted bids was performed by Bill Oestreich, Fleet Maintenance Superintendent, to ensure each bid submitted met the chassis specifications. Fleet Maintenance's review limited the bids available for purchase consideration to those bids submitted with a Freightliner chassis. Please see Bill Oestreich's report on this issue.

As a result of this first review, three recycling bodies (SAC Recycling, National Recycling, and G-S Products) were available for solid waste staff evaluation. The staff evaluation for solid waste requirements include body/compartment capacity, collection efficiency, and economic decision factors.

Staff has invested over eighteen months of research and study into this new curbside recycling collection method. Staff field tested all three of the recycling bodies available for consideration of purchase. The National Recycling and G-S Products recycling bodies are operationally identical with variations in height and length which causes the capacity differences, while the SAC Recycling body is a custom built compartmentalized body designed to the requirements of the purchaser. The following is a summary of staff's research and study of curbside sort recycling and the evaluation of submitted bids.

Body/Compartment Capacity

The body/compartment capacity is a dominant factor in selecting a compartmentalized recycling body because numerous trips to unload reduces the collection efficiency of the vehicle. Under-sizing the compartment capacity of a commodity will require two or more trips each day to the Recycling Center for unloading. This greatly jeopardizes collection efficiency which could result in additional personnel and vehicles.

In order to effectively size each compartment, staff first had to determine known quantities of each commodity collected. This was accomplished through quarterly waste audits of our commingled blue bags delivered to Fulton Sanitation for processing. These quarterly waste audits, which began in December, 1995 and have continued through today, have given staff an accurate weight of each commodity collected. Using the industry weight-to-volume conversion charts, we were able to accurately calculate the required volumes of each compartment. The following table indicates the compartment sizes (in cubic yards) as specified and the compartment sizes on each submitted body.

Commodity	Bid Specified	SAC Recycling	National Recycling	G-S Products
Green Glass	1.10	1.10	1.10	1.60
Brown Glass	0.75	0.75	1.10	1.60
Clear Glass	2.20	2.20	2.10	2.40
Aluminum Cans	2.00	2.00	2.10	2.40
Steel Cans	3.60	3.60	4.20	3.80
Mixed Paper	0.50	0.50	1.10	1.60
<i>Newspaper</i>	<i>10.50</i>	<i>10.50</i>	<i>9.50</i>	<i>10.70</i>
<i>Cardboard</i>	<i>9.70</i>	<i>9.70</i>	<i>4.20</i>	<i>10.70</i>
Body Total	<u>30.35</u>	<u>30.35</u>	<u>25.40</u>	<u>35.00</u>
HDPE Plastic Cage	10.25	10.25	12.00	10.00
PET Plastic Cage	<u>4.95</u>	<u>4.95</u>	<u>8.00</u>	<u>5.00</u>
Cage Total	<u>15.20</u>	<u>15.20</u>	<u>20.00</u>	<u>15.00</u>
Total Capacity	<u>45.55</u>	<u>45.55</u>	<u>45.40</u>	<u>50.00</u>

SAC Recycling meets our compartment size requirements accurately because each recycling body is custom made to meet varying program requirements. Because of our on-going waste audits, we are able to specify exact requirements to meet our service needs. Newspaper and cardboard are highlighted above because they are our two largest generated commodities. As you can see, newspaper is under-sized on the National Recycling by one cubic yard which depending on the collection route may be close enough to complete one route. However, the cardboard compartment is 57% less than the compartment size specified resulting in at least one, possibly two, extra trips to the Recycling Center to unload. The G-S Products body meets the compartment size requirements, but the loading height of the plastics cage is 84" (7 feet) from step to opening making plastics sorting difficult.

The body capacity, excluding the plastic cages, of the National Recycling body is 16.3% less than the SAC Recycling body. This difference in sizes of the two bodies reflects the difference in bid

price. The National Recycling body is limited in size because the height of the main body can only be 49" to allow for a reachable (76" above step) loading height of the plastics cage. The sliding loading doors of the plastic cages on the National body is on the side of the cages, flush with the bottom, resulting in a 30% reduction in cage capacity (if cages were full, opening the loading door would allow 30% of the plastic to fall out on the route).

In addition to a plastics loading height of 84" on the G-S Products body, the opening (18" high by 30" wide) on the plastics cage is also flush with the bottom of the plastics cage. The size and placement of the loading door on the plastics cage of the G-S Products body results in a maximum operating capacity of 70% of design capacity due to spillage from a full plastics cage. The limitations in both National Recycling and G-S Products plastic cages results in a operating capacity of 14 cubic yards and 10.5 cubic yards, respectively. In comparison, the SAC Recycling body is 66" in height with a baffled opening for the plastic cages incorporated in to the sorting platform.

Collection Efficiency

Staff performed several time-motion studies to determine the number of recycling routes required to service our collection area. The average seconds per sort including drive time is the most important piece of information that comes from these studies. The known average seconds per sort determines the number of sorts that can be accomplished in a ten hour work day. Using the known number of sorts per route, the number of households serviced per week (16,049) and the anticipated participation rate of 75%, we can calculate the required number of routes needed to service our collection area.

The time-motion studies conducted in our research included both one and two man routes as well as three different collection vehicles. (I)The first study was conducted in Manchester, Windsor Locks, and South Windsor, Connecticut following a one man route, using a SAC Recycling body, making ten sorts. The average seconds per stop was timed at 53 seconds resulting in 679 sorts per route. (II)The second study was conducted in North Andover, Massachusetts following a one man route, using a National Recycling body, making seven sorts. The average seconds per sort was timed at 66 seconds resulting in 545 sorts per route less 41 sorts for mid-day unloading. (III)The third study was conducted in Durham, New Hampshire following a two man route, using a National Recycling body, making seven sorts. The average seconds per sort was timed at 49 seconds resulting in 735 sorts per route less 55 sorts for mid-day unloading. (IV)The final study was conducted in Rogers, Arkansas following a two man route, using a G-S Products recycling body, making seven sorts. The average seconds per sort was timed at 55 seconds resulting in 655 sorts per route. (V) Given the operating similarities of National and G-S Products recycling bodies, staff estimates the average seconds per sort for a one man route using a G-S Products recycling body to be six seconds longer (6 seconds difference on the two man routes) than that of the timed one man route on the National Recycling body. Using this estimate, the average seconds per sort for a one man route using a G-S Products recycling body would be 72 seconds resulting in 500 sorts per route. The following table indicates the required number of routes per day for each of the submitted recycling bodies to be implemented in Fayetteville.

Study	Description	Stops/Route	Homes/Day	Part. Rate	Stops/Day	# of Routes
I	1 man, SAC body, 10 sorts	679	4,012	75%	3,009	4.43
II	1 man, National body, 7 sorts	504	4,012	75%	3,009	5.97
III	2 man, National body, 7 sorts	680	4,012	75%	3,009	4.43
IV	2 man, G-S body, 7 sorts	655	4,012	75%	3,009	4.59
V	1 man, G-S body, 7 sorts	500	4,012	75%	3,009	6.02

The following are some operational advantages to the SAC Recycling body. First, a sorting platform with a direct walkway into the cab allows for minimal body movements in sorting a full bin and saves 3/4 of a mile in walking per route. The sorting platform is incorporated into the structure of the recycling body which allows for level, secure, two-hand sorting with minimal handling of curbside bin at one point along the recycling body. The right-hand sort feature of the SAC Recycling body provides safety assurances to our collection personnel by keeping them out of traffic flows.

The National Recycling and G-S Products recycling bodies are very similar in structure and compartmentalization and share the following operational disadvantages. A 10" wide step under each compartment that protrudes outside of the vehicle's width. These protrusions increase the chances of scrapping parked cars or damaging mailboxes as well as personal injury due to cut shins or twisted ankles from missed steps. There are 8 steps on each body, and of the bodies staff saw only two steps, out of 24, were operational. Which eliminated the ability of the collection employee to fill the compartments to maximum capacity because they can not reach the top of the compartments. Another disadvantage of these numerous steps is the collection employees must take eight times more steps up and down which results in increased fatigue and increased possibility of personal injury. The excessive movement, due to sorting the entire length of the body, required of collection personnel results in increased sort times, which reduces sorting efficiency. On the National Recycling body, small hooks are located along the body to hold the bin in place while a commodity is sorted at each compartment requiring collection personnel to take additional time to move the curbside bin from compartment to compartment resulting in increased sorting times. The G-S Products recycling body does not have any holding device for the curbside bins; therefore, collection personnel must hold the curbside bin while sorting in each compartment.

Staff recommends purchase of the SAC Recycling body as submitted by Barton Freightliner, Inc.. This recycling body meets all efficiency standards (six trucks and one additional position) recommended by staff.

Economic Decision Factors

The following table indicates the lowest bids for each recycling body submitted with a Freightliner chassis.

Vendor	Chassis	Body	Unit Price	Total
Grant Mfg.	Freightliner	National	\$86,262	\$517,572
NWA Truck	Freightliner	G-S Products	\$98,811	\$592,866
Barton	Freightliner	SAC Recycling	\$103,174	\$619,044

Staff has previously detailed a comprehensive implementation strategy with budget analysis for the curbside sort recycling program. This implementation strategy included 5 one-man routes with six compartmentalized recycling trucks at a total operating cost of \$512,403. Purchasing the SAC Recycling body would meet this budget and implementation strategy.

Purchasing the National Recycling body using one-man routes would require the purchase of one additional truck and approval of one additional position. The resulting operating budget total for this scenario would be \$558,425, an increase of \$46,022 per year, and over the six year life of the vehicles totals \$276,132. Using five two-man routes with the National Recycling body would not require additional trucks, but would require five additional employees resulting in an operating budget totaling \$622,233, an increase of \$109,830 per year, and over the six year life of the vehicles totals \$658,980.

Purchasing the G-S Products recycling body using one-man routes would require the purchase of two additional trucks and approval of two additional positions. The resulting operating budget total for this scenario would be \$604,447, an increase of \$92,044 per year, and over the six year life of the vehicles totals \$552,164. Using five two-man routes with the G-S Products recycling body would not require additional trucks, but would again require five additional employees resulting in an operating budget totaling \$622,233, an increase of \$109,830 per year, and over the six year life of the vehicles totals \$658,980.

The following table summarizes the budgetary analysis of the three options for the first year of a six year life cycle.

Category	SAC, 1-man	National, 1-man	National, 2-man	G-S, 1-man	G-S, 2-man
Operating Budget	\$512,403	\$558,425	\$622,233	\$604,447	\$622,233
Capital Outlay	\$619,044	\$603,694	\$517,452	\$790,488	\$606,924
<i>Total Use of Funds</i>	<i>\$1,131,448</i>	<i>\$1,162,120</i>	<i>\$1,139,687</i>	<i>\$1,394,936</i>	<i>\$1,229,157</i>

Due to the body/compartment capacity and collection efficiency, purchasing the SAC Recycling body minimizes the total use of funds for the first year of curbside sort operations. For the years two thru six of the vehicles life expectancy, the minimum annual savings in operating budget will be \$46,022. By purchasing the SAC Recycling body, the City will spend \$260,782 less over the life of the vehicles.

Summary

The lowest bid, Grant Manufacturing with a National Recycling body, had numerous exceptions to our specifications. Their bid proposal includes a smaller recycling body which does not have enough capacity to hold a day of material. As mentioned above, the under sizing of compartments reduces sorting time spent on each route due to extra trips to the recycling center for unloading. The documented sorting times of the National Recycling body does not allow for implementation of our curbside sort program as specified by staff. Implementing Fayetteville's curbside sort program with a National Recycling body would require at least one additional vehicle and one additional position.

The next lowest bid, Northwest Arkansas Truck and Equipment with a G-S Products recycling body, met our body/compartment capacity specifications; however, their plastics cage and documented collection efficiency was not adequate for Fayetteville's curbside sort operations as proposed. As mentioned above, the loading height of the plastics cage does not allow efficient sorting of plastics, thus increased sort times and increased possibility of injury. The opening size and location for the plastics cages does not allow for maximum capacity to ever be reached due to spillage on the collection route. At a minimum, implementing Fayetteville's curbside sort program with a G-S Products recycling body would require at least five additional positions.

The fourth recycling body bid submitted, which was eliminated from consideration due to the chassis specifications, was from Waste Research Inc. with a Brothers Industries recycling body in the amount of \$560,946 (\$93,491 each). The Brothers Industries recycling body undersized the cardboard compartment by 1.60 cubic yards, thus not meeting compartment size specifications. The layout of the compartments were similar to the G-S Products body with one foot less in total length resulting in the cardboard size discrepancy. The 91" (7 ½ feet) loading height for the plastics cage proved to be even worse than that of the G-S Products resulting in a virtually unreachable loading height. Due to the size, layout, and operational similarities of this recycling body to that of the G-S Products body, staff is confident that this body would not have met our operational needs resulting in increased personnel and/or vehicles.

The SAC Recycling compartmentalized recycling body will not require staff to purchase additional vehicles or add personnel beyond what has already been budgeted. Furthermore, at 4.46 routes per day, the SAC Recycling body allows for growth in both households serviced and participation.

Conclusion

The purchase of curbside sort collection vehicles can not be selected solely on lowest bid as with most equipment purchases. These vehicles will be used daily to provide a valuable and desired

service to the citizens of Fayetteville and must be purchased based on capability to efficiently and cost effectively deliver the required service. Staff invested eighteen months of research and study into this new collection method in order to provide a smooth transition, both administratively and financially. In the above sections, staff has evaluated all submitted bids based on body/compartment sizes, collection efficiency, and economic decision factors, and each has shown the SAC Recycling body to be the best option for the City's implementation of a curbside sort recycling program.

Staff recommends awarding the bid for six Heavy Duty Truck Cab/Chassis with mounted compartmentalized recycling collection bodies to the lowest bidder that meets all specifications and operational requirements, Barton Freightliner, Inc. with SAC Recycling body in the amount of \$619,044. Your consideration and approval of this bid will be greatly appreciated. If you have any questions or request additional information, please contact me at your earliest convenience.

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID**BID #: 97-73****DATE ISSUED:** December 1, 1997**DATE & TIME OF OPENING:** December 22, 1997 - 11:00 A.M.**BUYER:** Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289**DATE REQUIRED AS COMPLETE UNITS:** 90 Days from Date of Order**F.O.B.** Fayetteville, AR***GUARANTEED DELIVERY SCHEDULE:** _____

ITEM:	DESCRIPTION:	QUANTITY:	*UNIT PRICE:	*TOTAL PRICE:
1.	Heavy Duty Truck Cab and Chassis with Mounted Compartmentalized Recycling Collection Body per Item #1 of Specifications Attached	6	\$ _____	\$ _____

ITEMS 2, 3, & 4 ARE OFFERED FOR EITHER SALE OR TRADE

2.	1989 White/GMC w/35 Yd. Leach 2F VIN: 4V2DCFJE6KN612051 103,000 Miles Unit #406	*PRICE: \$ _____
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3. 1989 White/GMC w/35 Yd. Leach 2F
VIN: 4V2DCFJE8KN612052
154,000 Miles Unit #408 \$ _____
4. 1993 Mack MR688S W/Leach 20 Yd BETA
Dual Control Monroe Conversion
VIN: 1M2K195C9PM004303
41,000 Miles Unit #436 \$ _____

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2, 3, & 4**

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 97-73
SPECIAL TERMS & CONDITIONS

ITEM #1

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 current Arkansas vehicle inspection if applicable and 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 # 2, 3, & 4

BID NO. 97 - 73

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. MONDAY, DECEMBER 8, 1997 THROUGH FRIDAY, DECEMBER 12, 1997 AND MONDAY, DECEMBER 15, 1997 THROUGH WEDNESDAY, DECEMBER 17, 1997.
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.

BASIC SPECIFICATIONS

HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED COMPARTMENTALIZED BODY

General Specification Requirements are as follows for HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED COMPARTMENTALIZED BODY. 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.

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.

ITEM 1. HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED COMPARTMENTALIZED BODY

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: 236"

CAB/AXLE DIMENSION: 168"

AXLE TO FRAME: 97"

DIESEL ENGINE: **MINIMUM ONLY:** 504 C.I.D. 8.3 Liter Displacement, Turbo charged w/Air to Air After cooling, 250 HP @ 2400 R.P.M., 660 LB.FT. @ 1300 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down, Spin-On Fuel Filters, Horizontal Exhaust. Grade Retarder to be provided. Provision shall be made to have the chassis capable of mounting a hot shift style P.T.O. and hydraulic pump which will be provided with the Body listed herein.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

NO. OF CYLINDERS: _____

C.I.D. DISPLACEMENT: _____

HP RATING: _____ @ _____ R.P.M.

TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: Allison MD3550WR-P 5 Speed Electronic Control Automatic **OR EQUAL.** Neutral position shall be provided which will automatically actuate the parking brake.

FRAME: 17.2 SM 110,000 PSI Yield, 11/32" X 10-15/16".

GVW RATING: 30,000 LBS..

REAR AXLE: 20000 LB Rockwell Steel W/6.83 Ratio, Magnetic Drain and Fill Traps or equal, with 20000 LB Springs

DRIVE LINE:	Spicer/Dana 1710 Coated Spline w/guard.
FRONT AXLE:	10000 LB. Capacity, Bronze King Pin Bushings, Greaseable Drag Link and Tie Rods, Double Acting Telescopic Shock Absorbers W/10000 LB. Capacity Taperleaf Suspension.
ALTERNATOR:	130 AMP.
BATTERIES:	1875 CCA.
FUEL SYSTEM:	Single Steel Min. Cap. 50 Gal. Left Tank
COOLING SYSTEM:	Silicone Hoses, Filter/Conditioner.
STEERING:	Ross TAS-65 Power Assist or equal.
WHEELS & TIRES:	22.5 x 8.25 Steel Disc 10 Hole Pilot Type w/245/75R22.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle.
RADIO:	O.E.M. AM/FM with clock.
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D. Vinyl/Cloth Drivers Seat, Seat Belts shall be provided.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated West Coast Style, with 5" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at left front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Bendix 13.2 CFM Compressor or equal. 15 X 4" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums,

Automatic Slack Adjusters on all positions, Rear Parking Brake Chambers, Bendix Heated Air Drier.

SAFETY EQUIPMENT:

Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.

RADIO EQUIPMENT:

Motorola C7 Spectra Dash Mount Mobil 35W DC7ZX Radio with Brackets, Antenna and all necessary hardware shall be provided. Mounting will be completed by the City of Fayetteville.

RIGHT HAND STAND UP CONVERSION:

Right hand mechanical gear box, pedestal mounted connected by a 1" solid shaft assembly with automotive type universal joint type couplers at each end with grease fittings and safety wiring. Self canceling signal light switch and horn to be provided. Air operated brake at floor level on right side to include brake interlock system. Relocation of shifting mechanism for easy access from right hand side. Corner entry access from right hand side with sliding aluminum entry door 20" X 72.5" including tinted safety plate glass w/door handle and lock. Stationary portion to be fabricated of 12 gauge steel w/tinted plate glass at front and sides. Removable synthetic type grate material on floor w/padded back rest and leg support.

COMPARTMENTALIZED RECYCLING COLLECTION BODY SPECIFICATIONS

CONSTRUCTION:

Aluminum

CAPACITY:

44 cubic yards including plastic cage

OUTSIDE WIDTH:

102"

LENGTH:

22'

INSIDE HEIGHT:

66"

CAGE HEIGHT:

30"

COMPARTMENTS:

Ten (10) including plastics cages

UNDER STRUCTURE:

8" structural long members with formed "Z" diagonal reinforcement. 3/16" formed cross member interlaced

	through longitudinals for maximum floor support, each cross member to be 6" x 1.5" with four way bend.
BODY FLOOR:	3/16" floor pan with 4" flange to meet body sides.
BODY SIDES:	1/8" side panels with each vertical support side column welded to each cross member. Each column to be 6" x 1.5" with four way bend.
BODY FRONT:	1/8" with 1" flange to meet body sides, double panel construction.
BODY ROOF:	1/8" with 1" flange to meet body sides.
SORTING PLATFORM:	RIGHT SIDE ONLY - 12" recycling bin shelf. 12" sorting platform constructed of aluminum angle and channel, platform surface to have gripstrut surface for safety. Body roof to extend over sorting platform and to include drip molding, work area light, and grab handle.
COMPARTMENT DIVIDERS:	3/16" aluminum and reinforced with formed aluminum angle. Wedge type door stops welded to body floor forward of each divider panel. Aluminum hinges with stainless steel hinge pins. Steel latching devices with operating levers on left hand side of body.
LOADING DOORS:	3/16" aluminum with three way bend at top and bottom. Stainless steel spring loaded latch handles two per door, with vertical adjustments on 6" centers. Bolt in door track sections to allow easy removal of doors.
REAR DOORS:	Barn door type, two to be provided, each door to be 1/8" x 1.5" square tube frame and diagonal support. Steel strap type hinges (3) per door. Cam type latching device (1) per door.
BODY HOIST:	Scissor type, double acting, 17 ton capacity at 45 degree angle.
HYDRAULICS:	Hot Shift Style PTO with close coupled 8 G.P.M. pump and speed control. Steel reservoir 21 quart capacity. Single spool three function valve spin on return line filter.
LIGHTING:	ICC lights and reflectors. Two (2) 7" amber flashing lights above rear door panels.

MISCELLANEOUS: ICC bumper, rear mud flaps, back up alarm, spare recycling bin holder.

BODY COMPARTMENTS: The following are the minimum capacities for each compartment.

a.	Green Glass	1.10 cubic yards
b.	Brown Glass	0.75 cubic yards
c.	Clear Glass	2.20 cubic yards
d.	Aluminum Cans	2.00 cubic yards
e.	Steel Cans	3.60 cubic yards
f.	Mixed Paper	0.50 cubic yards
g.	Newspaper	10.49 cubic yards
h.	Corrugated Cardboard	9.71 cubic yards
i.	HDPE Plastics	10.25 cubic yards
j.	PET Plastics	4.94 cubic yards

EXTERIOR FINISH: Natural aluminum.

DECALS: The City will provide artwork and wording for decals to be placed on the body of the compartmentalized recycling collection vehicle. Contractor will be responsible for creating and applying the decals.

CITY OF FAYETTEVILLE SHALL HAVE FINAL APPROVAL OF BODY CONFIGURATION PRIOR TO PRODUCTION.

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 17, 1998

FROM:

W.A. Oestreich
 Name

Fleet Operations
 Division

Administrative Services
 Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #1 - Bid #98-1. The Vendor for this Purchase is Ron Blackwell Ford P.O.Box 547, Bentonville, AR 72712, Vendor #33930. Replacement unit for Traffic Sign Maintenance Vehicle.

COST TO CITY:

Cost: \$ 71,473.00 Trade Allowance: N/A Net Cost: \$ 71,473.00

\$ 71,473.00
 Cost of this Request

\$ 484,000.00
 Category/Project Budget

Repl/Exp Lt/Med Util Vehicle
 Category/Project Name

9700-1920-5802.00
 Account Number

\$ 00.00
 Funds Used To Date

Vehicles & Equipment
 Program Name

98063
 Project Number

\$ 484,000.00
 Remaining Balance

Shop
 Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

1-28-98
 Date

 ADA Coordinator

 Date

[Signature]
 City Attorney

1-29-98
 Date

[Signature]
 Internal Auditor

1-22-98
 Date

[Signature]
 Purchasing Officer

1-29-98
 Date

STAFF RECOMMENDATION:

Acceptance of Bid 98-1 and authorization to Purchase Item #1.

[Signature]
 Division Head

1/26/98
 Date

Cross Reference

 Department Director

 Date

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

[Signature]
 Administrative Services Director

2/2/98
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

2/2/98
 Date

Orig Contract Date: _____

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: January 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-1
Replacement Unit for Traffic Sign Maintenance Truck

Reference the attached Agenda Request for the Award of Bid 98-1, Item #1. The lowest qualified bidder meeting specifications is Ron Blackwell Ford, P.O. Box 547, Bentonville, AR 72712. (Vendor #33930).

The Bid Tabulation Sheet dated January 23, 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 Traffic Division and Fleet Operations Division prior to submission to the Equipment Committee.

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

ITEM 1. HD Cab/Chassis w/mounted Specialty Utility Body

** Ron Blackwell Ford
1999 Ford F-550 w/Harbor Body @ \$71,473.00. 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.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Ron Blackwell Ford - 1 Unit at \$ 71,473.00

TOTAL BID AWARD: \$ 71,473.00

The budgeted amount for items in this Category/Project is \$484,000.00 in account 9700-1920-5802.00, Project 98063-001. With the purchase of this item at \$71,473.00 we will have a balance remaining of \$412,527.00 for the other items scheduled in this Category/Project.

BID:98-7
 DATE: 1/23/98
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: UTILITY VEHICLE W/SPECIALIZED UTILITY BODY

BIDDER	ITEM #1	ITEM #2	ALTERNATE
DARRELL MERDITH TRK SALES	N/B	\$688.00	
RON BLACKWELL FORD	\$71,473.00 del-180 day	\$1,500.00	
WARFORD AUTO WRECKER	N/B	\$1,250.00	
CULVER TRUCK SALES	N/B	\$1,500.00	
LEWIS FORD	\$74,482.00 del-150 day	N/B	
KENT RYLEE CHEV	\$76,951.00 del-150 day	\$1,500.00	
BARTON FREIGHTLINER	\$87,890.00	\$1,000.00	\$45,079.00 C/C only
JOPLIN FORD L/M	\$73,385.40 del-180 day	N/B	\$75,893.69 Dutec body

CERTIFIED BY:

PVice

PURCHASING MANAGER

R. Williams

WITNESS

1-23-98

DATE

DEPARTMENTAL CORRESPONDENCE

TO: Bill Oestreich, Fleet Maintenance Superintendent

FROM: Perry Franklin, Traffic Division Superintendent



DATE: January 26, 1998

SUBJECT: Award of bid #98-1 for a traffic sign maintenance truck replacement vehicle

I have inspected the specifications and bids submitted for Bid#98-1 (replacement of our traffic sign maintenance truck). I believe the truck as bid per our specifications will meet our needs for many years. I recommend Bid#98-1 be awarded to the apparent low bidder Ron Blackwell Ford. If you have any further questions or if we need to discuss this further, please contact me at Ext. 228.

PLF/plf

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 98-1**DATE ISSUED: January 7, 1998****DATE & TIME OF OPENING: January 23, 1998 - 11:00 A.M.****BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289****DATE REQUIRED AS COMPLETE UNIT: 120 Days from Date of Order****F.O.B. Fayetteville, AR*****GUARANTEED DELIVERY SCHEDULE: _____**

ITEM: DESCRIPTION:	QUANTITY:	* PRICE:
---------------------------	------------------	-----------------

1. Heavy Duty Truck Cab and Chassis with Mounted Specialty Utility Body per Item #1 of Specifications Attached	1	\$ _____
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ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE***PRICE:**

2. 1980 Ford 8000 W/Mounted Hi-way E-2020 Spreader Body VIN: R80UVGG7833 Unit #703		\$ _____
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***BIDDER IMPOSED RESTRICTIONS ON ITEM 2**

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 98-1
SPECIAL TERMS & CONDITIONS
ITEM #1**

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 current Arkansas vehicle inspection if applicable and 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 ITEM ONLY
ITEM # 2**

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. WEDNESDAY, JANUARY 14, 1998 THROUGH FRIDAY, JANUARY 16, 1998 AND MONDAY, JANUARY 19, 1998 THROUGH WEDNESDAY, JANUARY 21, 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 - 1

BASIC SPECIFICATIONS

HEAVY DUTY TRUCK CHASSIS W/MOUNTED
SPECIALIZED UTILITY BODY

General Specification Requirements are as follows for HEAVY DUTY TRUCK CHASSIS W/MOUNTED SPECIALIZED UTILITY BODY 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.

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.

ITEM 1. HEAVY-DUTY TRUCK CHASSIS W/MOUNTED SPECIALIZED UTILITY BODY

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	As Required to conform to requirements of the Utility Body which is listed in Basic Specifications.
CAB/AXLE DIMENSION:	As Required to conform to requirements of the Utility Body listed in Basic Specifications.
DIESEL ENGINE:	MINIMUM ONLY: 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 215 HP @ 3000 R.P.M., 425 LB.FT. @ 2000 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

NO. OF CYLINDERS: _____
 C.I.D. DISPLACEMENT: _____
 HP RATING: _____ @ _____ R.P.M.
 TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: 4 Speed Electronic Control Automatic OR
 EQUAL.
 GVW RATING: 17,500 LBS..
 GCW RATING: Not Applicable
 REAR AXLE: 11000 LB w/13,500 LB Springs, 5.38 Ratio
 W/Auxiliary.
 DRIVE LINE: Spicer/Dana Coated Spline w/single guard.
 FRONT AXLE: 6000 LB. Capacity, Stabilizer Bar.
 ALTERNATOR: 130 AMP.
 BATTERIES: Dual 78 AH-CCA.
 FUEL SYSTEM: 37 Gal. Cap.
 STEERING: Power Assist w/Tilt Wheel
 WHEELS & TIRES: 225/70R19.5 All Season, 8 Hole w/Spare Tire
 and Wheel
 RADIO: O.E.M. AM/FM w/Clock
 FLOOR COVERING: Non-Skid Vinyl/Rubber
 SEAT: H.D Knitted Vinyl Full Bench w/Seat Belts
 provided for 3 seating positions.
 CAB: Standard Manufacturers Rust Proofed Current
 Model Year, Equipped with O.E.M. Heater and
 Air Conditioner w/R134a Refrigerant capable of
 maintaining sufficient temperature control and air
 flow for operator comfort.

COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Power Assist 4 wheel disc.
TRAILER HITCH:	Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Street Hawk Amber Light Bar to be installed on Cab Roof.

BASIC SPECIFICATIONS - UTILITY BODY

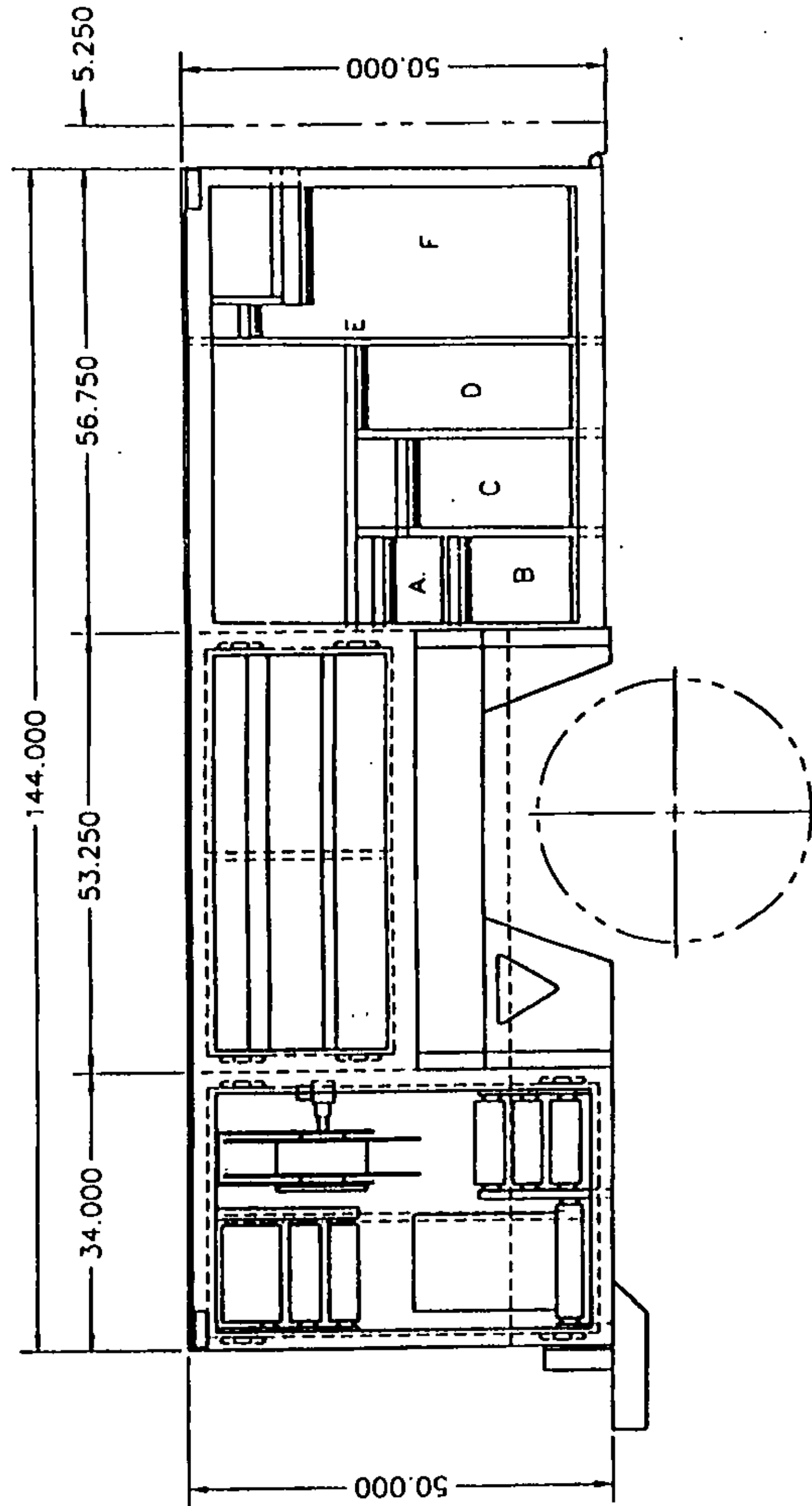
1. Compartment size to be as in attached drawings.
2. A Model 3203 TRX Auto-Crane w/power extension to 11' w/manual add on extension to 15' (The 4' extension to remain in place during transport), Power Rotation and Power Elevation to be installed per attached drawings. Boom Rest to be provided. Hand Control w/25' slack cable to be mounted in right hand compartment #9 to eliminate the need to connect and disconnect for each use.
3. Dual Pull out style Stabilizers to be installed at rear corners of body.
4. A Hannay Reel - Series N800/800 spring rewind reel, Model N816-23-24-J with a 25' capacity of 1 - 9/16 O.D. hose will be installed per attached drawings.
5. Cross members: 7 GA formed ~G Channel

- 6 Longitudinal Floor Supports: 10 GA HR formed and interlaced with Cross members
7. All Major Body Components: 12 GA -H.R.P.O. minimum
8. Doors: 12 GA ~galvaneal outer panel, 16 GA ~galvaneal inner panel. A 3600 water drain channel will be formed into t~he body and covered by t~he door. An automotive type bulb rubber seal will be mechanically attached to the drain in such a manner that the door will close firmly against the seal forming a water and dust barrier. In addition, rain lip will be provided above each door.
9. Door Hinges: Machined barrel door hinges with 5/16 stainless steel pivot pin and greaseable end caps. Hinges designed for easy replacement in the event of a damaged door.
10. Door Latches: Two point locking T-Handles.
11. Top & Rear of Compartments: 1/8" tread plate. This must be an integral part of the body. overlays are not acceptable.
12. Floor: 1/8" tread plate.
13. Welding Specifications: Continuous butt welds. Strip welds used to assemble double panel doors only. Spot welding is not acceptable.
14. Finish Specifications: Acid bath, phosphate coating primer. Exterior of body will be painted to match truck with a high grade of automotive acrylic enamel.
15. Shelves: 12 GA H.R.P.O. stationary shelves.
16. Drawers: 16 GA galvanized drawers mounted with ball bearing slides (200 lb. rating per pair). Drawers lock in closed position.
17. Material Hooks: 3/8 round swivel material hooks.
18. Door Restraints: Spring - loaded, self - closing door restraints on all vertical doors.
19. D.O.T. Lighting: Sealed wiring and lighting system in conduit. All wiring joints will be butt connectors with shrink tubing protective covering. Scotch locks, taped connections and similar methods of joining wire are not acceptable. A factory installed wiring harness

designed for this application is required. A Traffic Guide Inc. Arrow Board - 54" long w/3 5" Grote Sealed beam lamps at each arrow and 4 lamps in center bar for a total of 10 lamps to be provided at the rear of the unit. Stop/Tail and Back up lamps to be Trucklite series 60. Mud flaps will be provided behind the drive wheels.

- 20. Compressor: 85 CFM @ 100 PSI Oil Cooled Screw Type w/min. 25 HP Diesel Engine permanently mounted in the forward portion of Utility Bed. Sufficient access to be allowed for normal service requirements.
- 21. Post Driver: Air Operated Rhino PD-55 or equal. Throttle valve kit w/2' hose whip, Filter, Regulator, Lubricator w/carrier, 3/4" air hose for valve kit, coupler and safety clip, Channel Adapter for "T" Post.
- 22. Misc.: Access ladder to be provided on rear at right side mounted in a manner which will not obstruct lighting. Under floor post storage area to be provided which will allow 12' length posts with a horizontal access door at the rear.

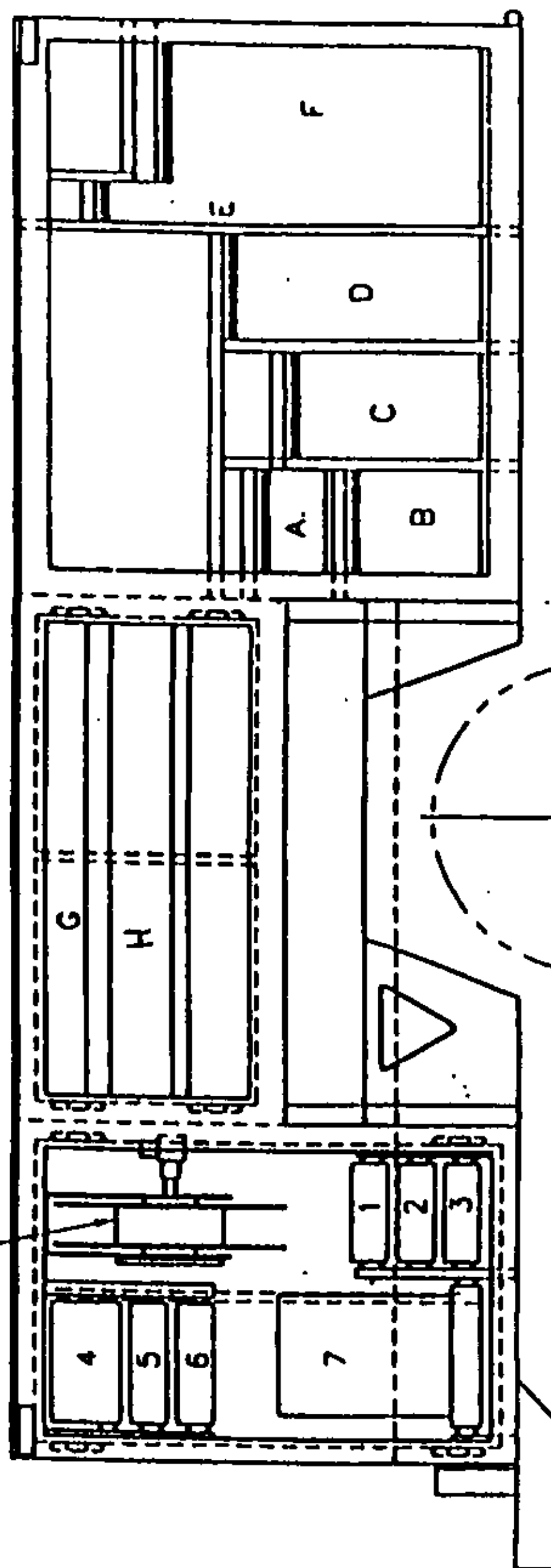
R.H. VIEW



NOTE: LADDER NOT
SHOWN IN THIS VIEW
FOR CLARITY.

R.H. DETAIL

HANNAY REEL
 SERIES N800/800
 SPRING REWIND REEL
 MODEL N816-23-24J
 CAPY: 25' OF
 1-9/16" O.D. HOSE



NOTE: LADDER NOT
 SHOWN IN THIS VIEW
 FOR CLARITY.

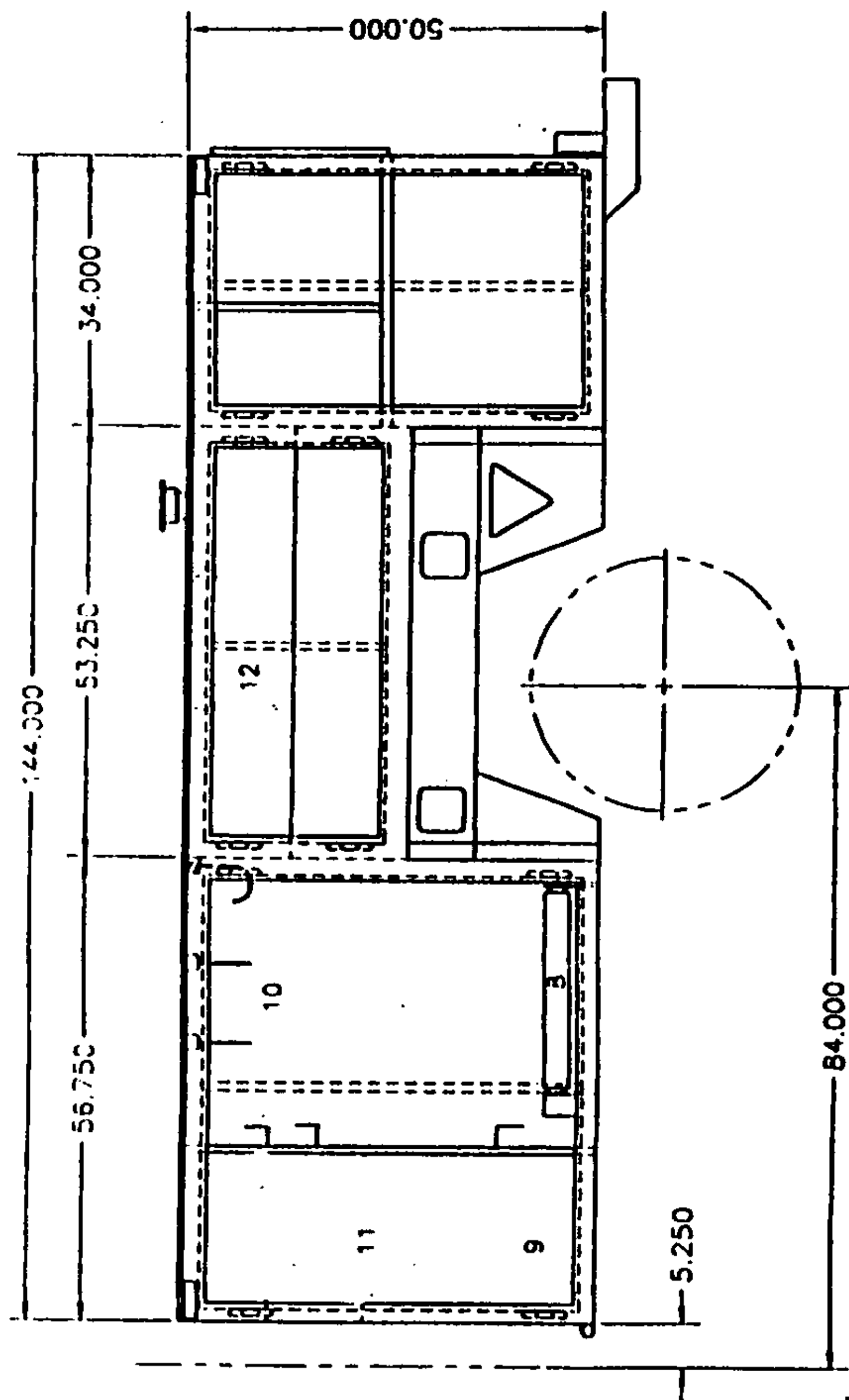
SIGN STORAGE SLIDES REINFORCED UHMWPE
 (ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE)

- 1 - BRACKETS 3.5 X 11.875 X 31
- 2 - BRACKETS 3.5 X 11.875 X 31
- 3 - SMALL TOOLS 3.5 X 11.875 X 31
- 4 - MISCELLANEOUS 7 X 11.875 X 31
- 5 - BOLTS & WASHERS 3.5 X 11.875 X 31
- 6 - BOLTS, NUTS, WASHERS 3.5 X 11.875 X 31
- 7 - POST DRIVER 3 X 14 X 31
- 8 - POST PULLER 3 X 19 X 24
- 9 - STOW AWAY JACK STORAGE
- 10 - 4 SWIVEL ROPE AND HOSE HOOKS
- 11 - OXYGEN/ACETYLENE STORAGE
- 12 - 8" X 48" HORIZONTAL SIGN STORAGE
- 12" X 48" HORIZONTAL SIGN STORAGE

- A - 25 6"X24" VERTICAL SIGN STORAGE
- B - 26 12"X24" VERTICAL SIGN STORAGE
- C - 27 18"X24" VERTICAL SIGN STORAGE
- D - 26 24"X24" VERTICAL SIGN STORAGE
- E - 10 36"X36" VERTICAL SIGN STORAGE
- F - 36 30"X30" VERTICAL SIGN STORAGE
- G - 8"X48" HORIZONTAL SIGN STORAGE
- H - 12" X 48" HORIZONTAL SIGN STORAGE

REMOVEABLE SHELF DIVIDERS TO BE FURNISHED

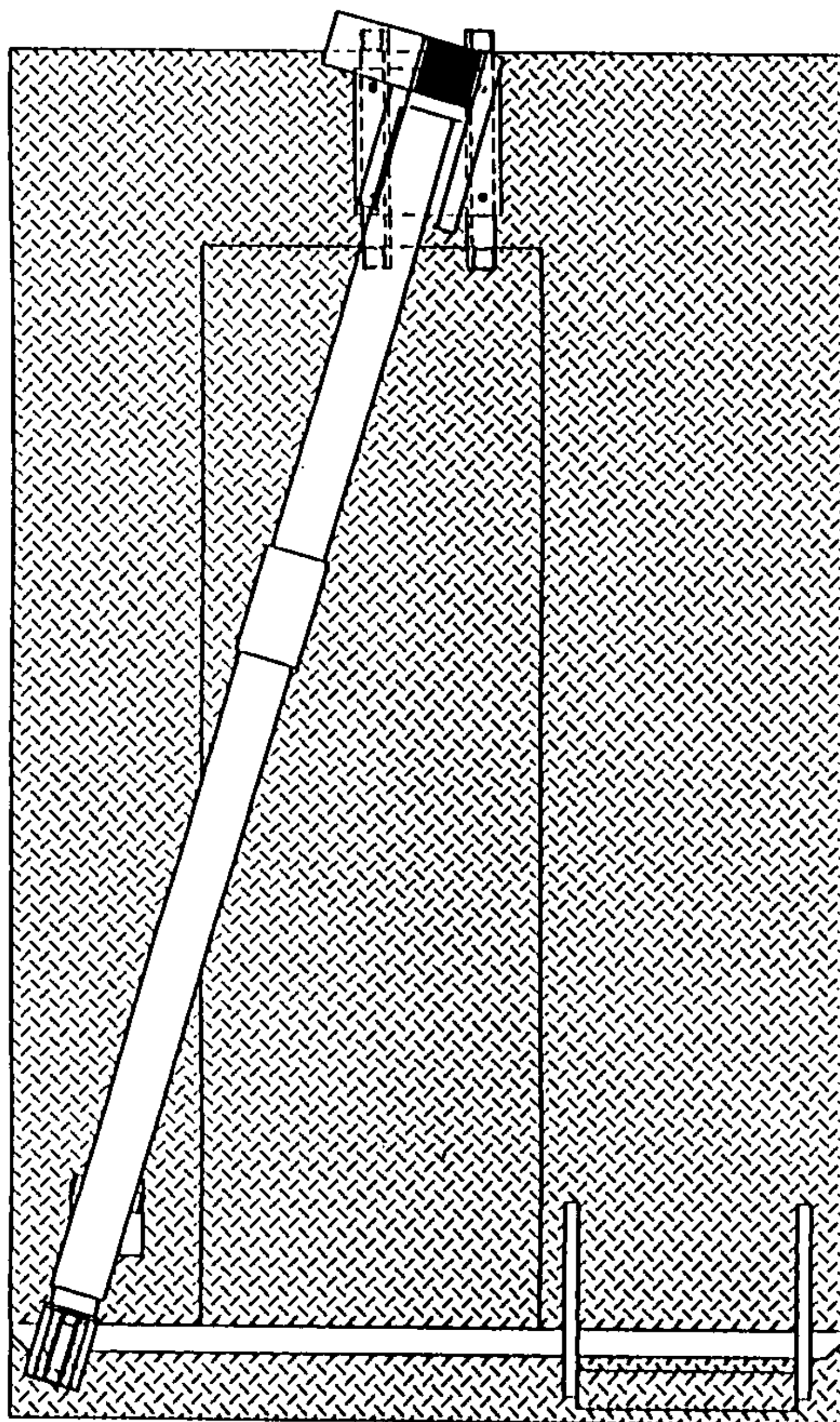
L.H. VIEW



NOTE: STORAGE AREA FOR OXYGEN AND ACETYLENE MUST PROVIDE FOR VERTICAL CONTAINMENT - L.H. VIEW, ITEM CODED #11

NOTE: LADDER NOT SHOWN IN THIS VIEW FOR CLARITY.

TOP VIEW

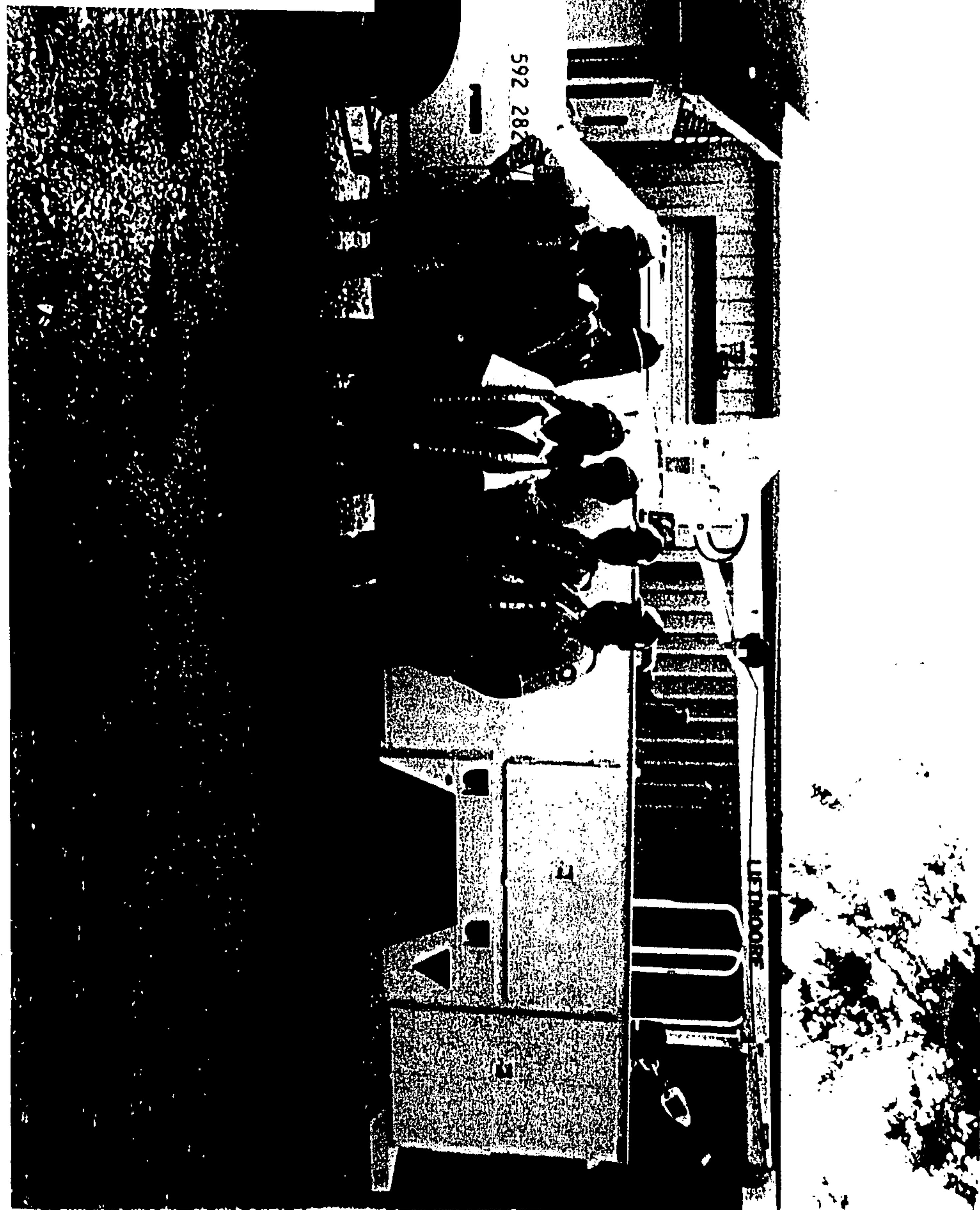


OVER ALL BODY DIMENSION 96" - WIDE X 144" - LONG

national Municipal Signal Association
East Union Street ■ P.O. Box 539
Ark, NY 14513

1.53

ess Correction Requested



BIDDERS LIST

1. BARTON FREIGHTLINER, INC.
11700 VALENTINE RD.
NORTH LITTLE ROCK, AR 72117
ATTN: DON ROBBINS
800-562-8875 - FAX 501-955-3235
2. WASTE RESEARCH
P.O. BOX 998
CHOUTEAU, OK 74337
ATTN: WAYNE FIELDS
800-880-9278 FAX 918-476-8508
3. BUCY EQUIPMENT CO., INC.
P.O. BOX 97
RECTOR, AR 72461
ATTN: SHAWN BUCY
888-797-0399 - FAX 870-595-3931
4. SCRANTON MFG. CO., INC.
101 STATE ST.
SCRANTON, IA 51462
ATTN: PAT HENDERSON
800-831-1858 - FAX 712-652-3399
5. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144
6. Grant Manufacturing & Equipment Co., Inc.
1828 Northwest 4th St.
Oklahoma City, OK 73106
Attn: Nick Pontikos
800-259-9892 FAX 405-236-1472
7. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
8. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701

BIDDERS LIST

1. Ron Blackwell Ford
P.O.Box 608
Bentonville, AR 72712
Attn: Larry Eden
501-756-9461
2. Jones Olds-GMC
3535 N. College
Fayetteville, AR 72703
Attn: Duane Mathews
501-521-7281
3. Nelms Chevrolet
2403 N. College
Fayetteville, AR 72703
501-442-4201
4. Lewis Ford Sales
3373 N. College
Fayetteville, AR 72703
Attn: Ron Masters
501-442-5301
5. Springdale Dodge-Chrysler-Plymouth
2308 S. Thompson
Springdale, AR 72764
501-751-4563
6. Lewis Chrysler-Plymouth-Dodge Inc.
3311 N. College
Fayetteville, AR 72703
501-442-7552
7. Joplin Ford-Lincoln-Mercury
3000 Range Line Road
Joplin, Mo 64804
Attn: Sheryl Sullenger
417-623-5660 FAX-417-623-7305

BIDDERS LIST**SALE ITEMS**

1. **CULVER TRUCK SALES**
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870
2. **Harry Lunsford**
P.O.Box 13
Leicester, NC 28748
704-683-9252
3. **HARI AUTO SALES**
5401 E. 84TH TERRACE
KANSAS CITY, MO 64132
ATTN: ABDUL WAHEED
816-333-5794 FAX -SAME-
4. **WARFORD AUTO WRECKERS INC.**
PUMP STATION ROAD
FAYETTEVILLE, AR 72701
5. **DARREL MEREDITH TRUCK SALES**
1749 S. SCHOOL
FAYETTEVILLE, AR 72701
6. **Auto Wholesalers**
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324
7. **Meuser Heavy Equipment**
4100 S. Hiway 71B
Springdale, AR 72764
501-751-0680
8. **CHICAGO MOTORS INC.**
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
Attn: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532
9. **TRI-STATE AUCTIONEERS INC.**
RT. 4, BOX 4605 HWY 175 W.
ATHENS, TX 75751
ATTN: RANDY WHATLEY
903-675-9039 FAX 903 675-4557

10. **AMI AUTO BROKER**
16329 CENTER POINT
GROVER, MO 63040
314-458-1380
11. **ATLAS AUTO LEASING**
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117
12. **BILLY THE KID, INC.**
111 N. 2ND ST. #303
COEURD'ALENE, IDAHO 83814
208-765-8062
13. **DIXIE SURPLUS EQUIPMENT**
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312
14. **WHITTLE TRUCK SALES**
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410
15. **CENTRAL OKLAHOMA POLICE SUPPLY**
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177
16. **Trucks & Parts of Tampa**
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg
17. **Dale Frederick**
6537 Huntsville Rd.
Fayetteville, AR 72701
18. **Al Coakley**
2761 Boxwood
Fayetteville, AR 72703

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director
Charles Venable, Asst. PW Director
Don Bunn, City Engineer *Don Bunn*

From: Jim Beavers, Engineering *JB*

Date: 23 January 98

Re: Agenda Request, Council Meeting of February 17, 1998.
Engineering contract with Milholland Engineering Company
for the design and construction management of drainage
improvements in the Boardwalk Subdivision and along
Ridgely and Manor Drives.

Existing drainage problems in the Boardwalk Subdivision along Londonderry Drive and Meandering Way and along segments of Manor Drive and Ridgely Drive south of Boardwalk were noted during the review process of the proposed Marvin Gardens Subdivision and the subsequent independent drainage study performed December 1996 by Milholland Engineering (the study and maps are available for review in engineering).

The 1998 CIP and Budget contains \$200,000.00 for a project to correct the existing drainage problems identified in Milholland's report for the Boardwalk area and Manor and Ridgely Drives.

A contract has been negotiated with Milholland Engineering to provide design and construction management services for the proposed drainage improvements.

The proposed contract is summarized as:

1. Study two options of routing the storm water in the Boardwalk subdivision. Option (1) will be a parallel conveyance system (pipes and/or pipe plus swales) in the same location as the existing drainage. Option (2) will consider rerouting the runoff along Highway 265 to a point near the existing pond and then conveying the water into the pond.

The Ridgely/Manor Drive problems have been previously determined to consist of 4 driveway culverts and two street culverts.

2. Final detailed design of the improvements.

3. Bid and construction management.

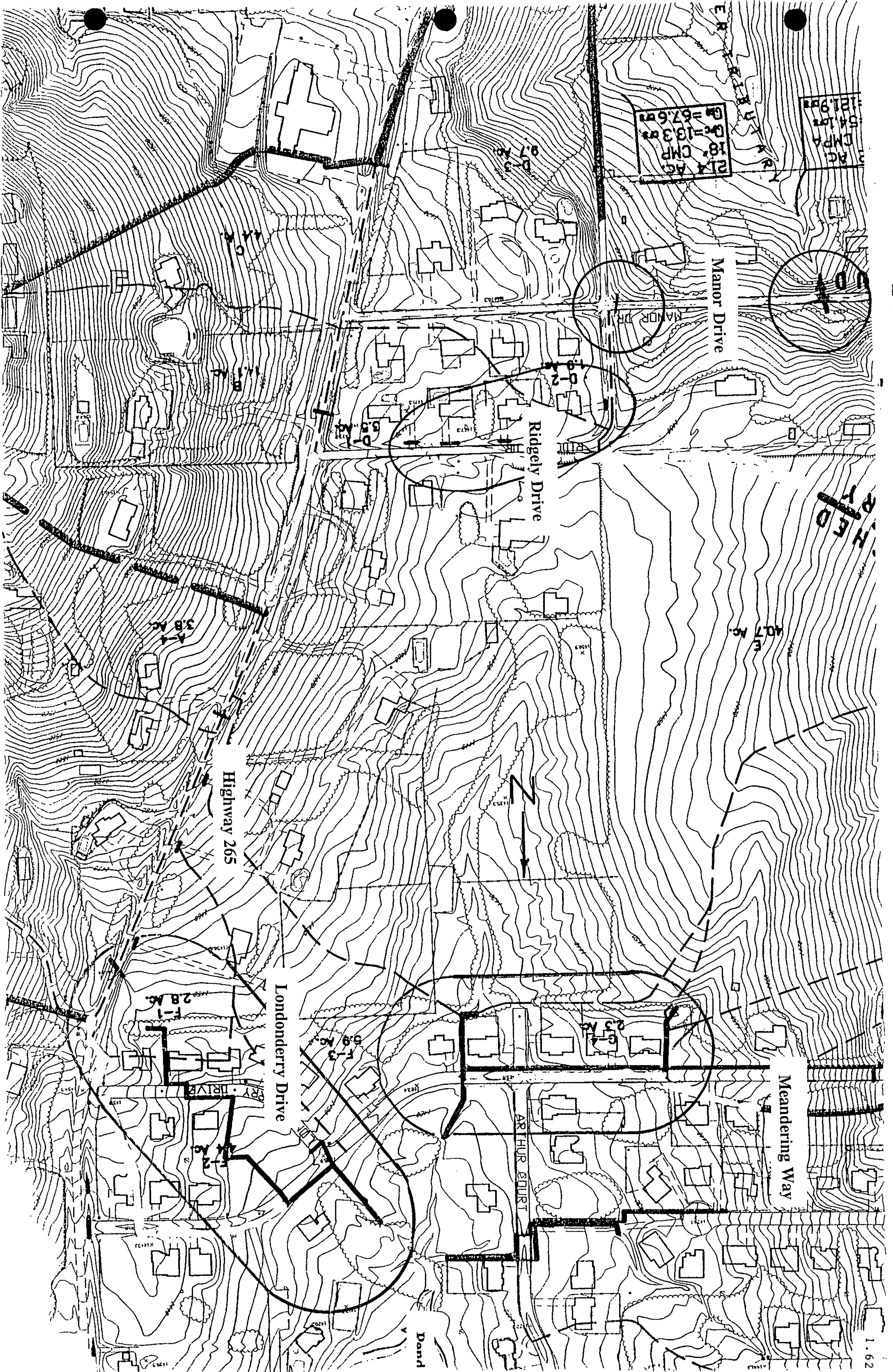
The proposed cost for the engineering contract is not-to-exceed \$38,000.00.

The time element of the contract is 30 days for the preliminary design/study and 60 days for the final design. This will allow construction to begin approximately August 1, 1998. The construction is anticipated to last 45 to 60 days.

Please refer to the attached contract for specifics.

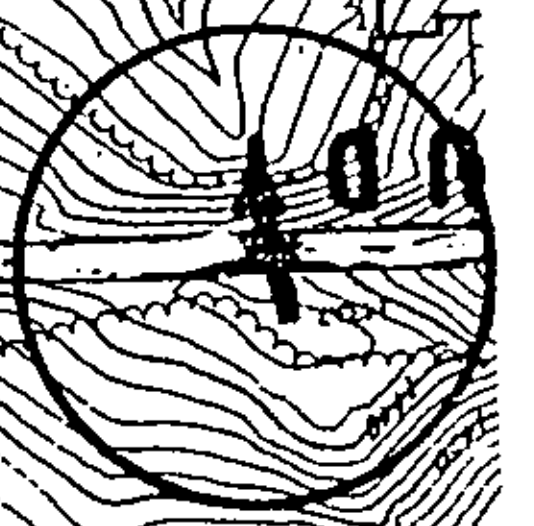
enclosures:

1. Proposed contract.
2. Project map.



AC
CMP
121.9

21.4 AC
18.7 CMP
13.3
67.6



Manor Drive

Ridgely Drive

Highway 265

Londonderry Drive

Meandering Way

ARTHUR COURT

Dand

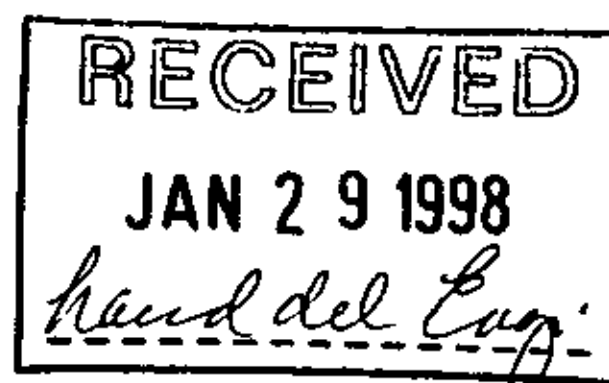
Milholland Company

Engineering & Surveying

Melvin L. Milholland, PE, PLS

Ronald S. Petrie, PE

James F. Koch, EI



REGISTRATIONS:

PE: AR, OK, MO

PLS: AR, OK

January 29, 1998

CITY OF FAYETTEVILLE

Attn: Mr. Jim Beavers, P.E.

113 West Mountain Street

Fayetteville, Arkansas 72701

RE: Drainage Improvements to Boardwalk Subdivision and
Ridgely/Manor Drive Area
Revised Engineering Service Agreement
E-525

Dear Mr. Beavers:

Attached are five (5) revised copies of the Engineering Service Agreement per meeting today. The following items have been revised in the contract:

- Article 3, Section A.[3], has been revised as shown in the documents.
- The Section Entitled "INVOICE AND PAYMENT SCHEDULE" on Exhibit "A" has been deleted in it's entirety.

Please feel free to call if you have any questions or need additional copies. Your assistance with this project is appreciated.

Sincerely,

Ronald S. Petrie, P.E.

cc: file

ENGINEERING SERVICE AGREEMENT

ARTICLE 3.

THE OWNER'S PAYMENTS TO THE ENGINEER:

SECTION A:

General:

[1] Payments Withheld from Contractor: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

[2] Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom and including a reasonable profit. Payments to the Engineer shall be made ~~within 30 days of~~ ^{after} Written Notice from the Owner.

pay estimate to the owner [3] Progress Payments: Once each MONTH, the ^{ENGINEER prepare and submit a} Owner shall ~~pay~~ the Engineer for professional services performed under Article 1., Sections B. and C. of this Agreement in proportion to services performed during the period, and for Professional Surveying Services listed herein. ~~Payments not made within 15 days of date of Invoice shall accumulate interest at a rate of 10% annually.~~

SECTION B:

PAYMENT FOR SPECIFIED PROFESSIONAL SERVICES: The Owner shall pay the Engineer, in addition to Article 3, Section "C", for the performance of items listed below:

SPECIFIED SERVICES to be performed are limited to:

[a] Flood Plain Study and survey is NOT a part of these services.

[b] Services required for the Development of Project, dealing with "WETLANDS", "U.S. WATERS", "CORP OF ENGINEERS" Approvals and Permitting, D. P. C. & E. Plans and Permitting for DRAINAGE AND EROSION CONTROL, 100 YEAR FLOOD PLAIN DESIGN AND SURVEYS, and "OFF-SITE" Studies, Surveys, Designs and Reports shall Subcontract to OTHER PARTIES BY THE ENGINEER, or performed on an Hourly Rate per attached "EXHIBIT A - Professional Fee Schedule".

EXHIBIT "A"

PROFESSIONAL FEE SCHEDULE:

- | | | |
|-----|---|---|
| 1. | Survey Crews: | 3 men @ \$99.50 per hour |
| | | 2 men @ \$86.00 per hour |
| 2. | AutoCAD Drafting: | 1 man @ \$45.00 per hour |
| 3. | Professional Engineer: |\$95.00 per hour |
| 4. | Engineer's Aide: |\$65.00 per hour |
| 5. | Inspector: |\$45.00 per hour |
| 6. | Office Computations: 1 man with computer: |\$45.00 per hour |
| 7. | Research and Compiling Data: 1 man |\$45.00 per hour |
| 8. | Secretary: |\$25.00 per hour |
| 9. | Printing: 8-1/2" X 11": |\$00.25 per sheet |
| | Blueprints |\$ 3.50 per sheet
(any size) |
| | Mylar |\$15.00 per sheet
(any size) |
| 10. | Mileage: |\$00.30 Per Mile |
| 11. | Out-of-Pocket Expenses: |Actual Cost
(Long-distance phone calls, etc.) |

INVOICE AND PAYMENT SCHEDULE:

- [1] A retainer of \$ 40- in advance.
- [2] Actual services performed to be invoiced the 25th of each month and paid by the 10th of the following month. After due date, interest shall accumulate at 10% per annum and services shall cease until compensation is paid.
- [3] At such time services of the Engineer is terminated in writing, the retainer, less services performed, will be refunded within 21 days of receipt of Written Notice from the Owner.

ENGINEERING SERVICE AGREEMENT
FOR
DRAINAGE IMPROVEMENTS
TO
BOARDWALK SUBDIVISION
AND
RIDGELY/MANOR DRIVE AREA

E-525

OWNER:

CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (501) 575-8330

January, 1997

MILHOLLAND COMPANY
Engineering & Surveying
205 West Center Street
Fayetteville, Arkansas 72701
Telephone: (501) 443-4724
Fax: (501) 443-4707

AGREEMENT FOR ENGINEERING SERVICES

**FOR
DRAINAGE IMPROVEMENTS
TO
BOARDWALK SUBDIVISION
AND
RIDGELY/MANOR DRIVE AREA**

THIS AGREEMENT made as of the _____ day of _____, by and between the CITY OF FAYETTEVILLE, hereinafter called the "OWNER", and Melvin L. Milholland, MILHOLLAND COMPANY, Engineering and Surveying, Fayetteville, Arkansas, hereinafter called the "ENGINEER".

WITNESS THAT:

WHEREAS, the OWNER desires to have Drainage Improvements made to Existing Drainage Systems located between the east side of Mount Sequoyah and the west side of an unnamed mountain, east of Arkansas Highway No. 265, and in Section Eleven (11), T-16-N, R-30-W, Fayetteville, Washington County, Arkansas. The limits of said improvements shall be from an existing pond north of Meandering Way to the south boundary of the Boardwalk Subdivision; and along Ridgely Drive from it's intersection with Arkansas Highway No. 265 to Manor Drive, including improvements to an existing culvert located under Manor Drive approximately 500 feet west of Ridgely Drive.

WHEREAS, the ENGINEER has sufficient experienced personnel and equipment to perform the work described in this agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the OWNER and the ENGINEER, the parties hereto, stipulate and agree that the OWNER does hereby employ the ENGINEER to perform the required engineering services as hereinafter set out; and the ENGINEER agrees to provide said services.

ENGINEERING SERVICE AGREEMENT

NOW, THEREFORE, THE OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

ARTICLE 1:

THE ENGINEER AGREES to perform the following Engineering services for the Project:

SECTION A:

GENERAL: The Engineer shall serve as the Owner's Professional Representative in the planning and supervision of construction of the Project and shall give consultation and advice to the Owner during the performance of his services.

[1] Copyright or Patent Infringement: The Engineer shall defend actions of claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting therefrom, providing, however, that the Owner within five [5] days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Engineer in writing.

[2] Insurance: The Engineer shall secure and maintain such insurance as will protect him from claims under the "Workman's Compensation Acts" and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

SECTION B:

BASIC SERVICES OF THE ENGINEER:

PART I: PRELIMINARY PHASE: Work to be done under this item shall consist generally of the following:

[1] Study the two options of routing the storm water that enters the Boardwalk Subdivision at the southeast corner. Option No. 1 will be to rout the storm water through the subdivision utilizing the existing storm pipe system. Option No. 2 will be to rerout the majority of the stormwater northerly in the western existing open ditch along Arkansas Highway No. 265 to a point where it will be intercepted and diverted to an existing pond north of Meandering Way.

[2] Make field surveys necessary to determine the Engineer's Recommendation of Drainage Improvements.

ENGINEERING SERVICE AGREEMENT

- [3] Prepare working drawings of recommended Drainage Improvements.
- [4] Meet with representatives of the OWNER to discuss recommended Drainage Improvements.

All services delineated under Article 1, Section B, Part I, [1] - [4], shall be completed within 30 days of written "Notice-To-Proceed" from the OWNER excluding all delays from any Governing Body such as the City Engineer, State Board of Health, Arkansas Highway and Transportation Department, etc. Also, special consideration shall be given to the ENGINEER regarding delays in Surveying due to unusual inclement weather.

PART II: DESIGN PHASE: From the APPROVED PRELIMINARY PLANS, the ENGINEER shall perform the following general items:

- [1] Make all additional field surveys necessary to formally design the storm sewer system improvements.

- [2] Design of Improved Drainage System:

Boardwalk Subdivision:

OPTION NO. 1 - Design an underground storm pipe system through the Boardwalk Subdivision for a 10-Year frequency rainfall with an above ground overflow swale for a 100-Year frequency rainfall.

OPTION NO. 2 - Design an underground storm pipe system that intercepts storm water runoff at the southeast corner of the Boardwalk Subdivision and transports it in the Arkansas Highway No. 265 Right-of-Way to the north side of Londonderry Drive. At this point, the storm water would be discharged into the existing ditch on the west side of the Highway and transported northerly to a point where a storm pipe system would be designed to intercept the runoff and transported to an existing pond located north of Meandering Way. The design will also include replacing three (3) culverts and determining the existing ditch capacities. The above mentioned design will be submitted to the Arkansas Highway and Transportation Department for all required permits.

Ridgely/Manor Drive Area:

Design an open ditch along the south and east sides of Ridgely Drive from it's intersection with Arkansas Highway No. 265 to Manor Drive including the replacement of four (4) driveway culverts and two (2) culverts under Manor Drive.

ENGINEERING SERVICE AGREEMENT

- [3] Prepare a Drainage Design Report for all of the designed improvements.
- [4] Meet and review Plans with Utility Companies.
- [5] Prepare a detailed set of plans to be followed for Construction.
- [6] Prepare a set of specifications completely describing the material and workmanship required and procedures to be followed for the construction of the project.
- [7] Submittal of documents for Approval of Design Criteria to the Appropriate Governing Bodies, such as the City's Engineer, State Board of Health, etc.
- [8] Attend public meetings regarding the Drainage Improvements.

All services delineated under Article 1, Section B, Part II, [1] - [7], shall be completed within 60 days of written "Notice-To-Proceed" from the OWNER after approval of PRELIMINARY PLANS excluding all delays from any Governing Body such as the City Engineer, State Board of Health, Arkansas Highway and Transportation Department, etc. Special consideration shall be given to ENGINEER regarding delays in Surveying due to unusual inclement weather.

PART III: CONSTRUCTION MANAGEMENT SERVICES OF THE ENGINEER:

[1] Receipt of Proposals: The Engineer shall furnish 5 sets of drawings and specifications for the use of Bidders, in submitting Proposals. He shall assist the Owner in securing Proposals for Bidders, in analyzing such Proposals, and in preparing the Agreement for execution by the Contractor.

[2] During Construction: The Engineer shall provide general supervision of construction to check the contractor's work for general compliance with the drawings and Specifications and shall endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he does not guarantee the Contractor's performance. The Engineer's general supervision shall not include furnishing a full-time resident Engineer, but shall include the following services:

[a] Additional Instructions: The Engineer shall issue such additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or to illustrate changes required in the Contractor's work.

[b] Contractor's Submittals: The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the Contractor for compliance with the drawings and specifications.

ENGINEERING SERVICE AGREEMENT

[c] Constructions Staking: The Engineer shall provide construction staking for construction improvements itemized in Article 3., Section B. of this Agreement. The Engineer shall work with the general Contractor and stake each construction item once required for Construction.

[d] Contractor's Requests for Payment: The Engineer shall prepare and submit to Owner, Monthly Pay Estimates for the performance of the General Contractor.

[e] Visits to the Site: The Engineer shall make periodic inspections at the site to check the Contractor's work for general compliance with the Contract Documents and to determine the extent of work completed for checking of Contractor's requests for payment.

[f] Special Performance Tests: The Engineer shall witness and report the results of all special performance tests required for the Project.

[g] Final Acceptance: The Engineer shall prepare the deficiency (punch) lists when 90% completion of the Project is claimed. When the Contractor has completed the work in accordance with the terms of the Contract documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final request for payment.

[h] Instructions to the Owner: Near the completion of construction, the Engineer shall arrange a meeting between the Contractor and Owner to discuss pertinent construction details for proper operation and maintenance of the Contract Construction Items furnished and installed for the Project.

[I] Record Drawings: The Engineer shall prepare record drawings showing changes in the work authorized during construction and shall submit one [1] set of "AS-BUILTS" to the Owner and one [1] set to each Utility Company providing services to the Project, if requested.

SECTION C.

Extra Services of the Engineer shall include the following when authorized by the Owner in writing, and shall be paid for as mutually agreed in Article 3, Section D. of this Agreement:

[1] A Soils Engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, and other necessary operations for determining sub-soil, air, and water conditions.

ENGINEERING SERVICE AGREEMENT

[2] Providing design services relative to future facilities, systems, and equipment which are not intended to be constructed as a part of the Project.

[3] Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

[4] Preparing documents for out-of-sequence services requested by the Owner.

[5] Making major revisions in drawings, specifications, or other project documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Engineer.

[6] Preparing supporting data and other services in connection with change orders, if the change is due to causes beyond the control of the Engineer and is inconsistent with the original design intent.

[7] Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in previous sections herein.

[8] Providing professional services made necessary by the default of the Contractor or by major defects in the work of the Contractor in the performance of the Construction Contract.

[9] Providing Contract Administration and observation of the construction after the Construction Contract time has been exceeded or extended by more than thirty [30] days through no fault of the Engineer.

[10] Providing services after issuance to the Owner of the final Certificate for payment.

[11] Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

[12] Providing services of professional consultants for other than the normal Engineering services for the Project.

[13] Providing any other services not otherwise included in this Contract or not customarily furnished in accordance with generally accepted Engineering practice.

ENGINEERING SERVICE AGREEMENT

[14] Construction Inspection: Inspection Prior to Expiration of the Guaranty Period of the Project and preparation of a written report listing discrepancies between guaranties and performance.

[15] Land Surveys: The Engineer shall make the necessary land surveys and prepare property descriptions & plats for the Owner's use in land acquisition, boundary determination, Drainage or Utility Easements, or Temporary Construction Easements.

[16] After the storm sewer alignment has been determined and approved at the Preliminary Phase of this contract, any substantial deviations of alignment as requested by the OWNER due to easement acquisition, public input, etc. after the design has begun.

[17] If Design Option No. 2 is chosen for the Boardwalk Subdivision drainage improvements, any substantial additional Engineering and/or Surveying requested by the OWNER other than the services as described in Article 1, Section B, Part II.[2], due to requirements by the Arkansas Highway and Transportation Department or future improvements to Arkansas Highway No. 265.

ENGINEERING SERVICE AGREEMENT

ARTICLE 2:

THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

SECTION A:

Access to the Work: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

SECTION B:

Consideration of the Engineer's Work: The Owner shall give thorough consideration of all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

SECTION C:

Legal Requirements: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incident thereto.

SECTION D:

Proposals: The Owner shall advertise the Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incident thereto. The Owner shall consider the Engineer's recommendation of a General Contractor, relative to Proposals.

SECTION E:

PROTECTION OF MARKERS: The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved, or removed shall be paid for by the Owner as "EXTRA SERVICES" of the Engineer.

ENGINEERING SERVICE AGREEMENT

SECTION E:

Standards: The Owner shall furnish the Engineer with a copy of any design and construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.

SECTION G:

Review Fees: All review fees required by all Governing Authorities shall be paid by the Owner at the time requested by the Engineer.

SECTION H:

Material Tests: All material quality and standards tests required for the Project shall be paid for by the Owner at the time requested by the Engineer.

SECTION I:

Owner's Representative: The Owner shall designate a single person to act as Owner's Representative with respect to the work to be performed under this Contract. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to materials, equipment, elements, and systems pertinent in the work covered by this Contract.

ENGINEERING SERVICE AGREEMENT

ARTICLE 3.

THE OWNER'S PAYMENTS TO THE ENGINEER:

SECTION A.:

General:

[1] Payments Withheld from Contractor: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

[2] Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom and including a reasonable profit. Payments to the Engineer shall be made within 30 days of Written Notice from the Owner.

[3] Progress Payments: Once each MONTH, the Engineer shall prepare and submit a pay estimate to the Owner for professional services performed under Article 1., Sections B. and C. of this Agreement in proportion to services performed during the period, and for Professional Surveying Services listed herein.

SECTION B.:

PAYMENT FOR SPECIFIED PROFESSIONAL SERVICES: The Owner shall pay the Engineer, in addition to Article 3, Section "C", for the performance of items listed below:

SPECIFIED SERVICES to be performed are limited to:

[a] Flood Plain Study and survey is NOT a part of these services.

[b] Services required for the Development of Project, dealing with "WETLANDS", "U.S. WATERS", "CORP OF ENGINEERS" Approvals and Permitting, D. P. C. & E. Plans and Permitting for DRAINAGE AND EROSION CONTROL, 100 YEAR FLOOD PLAIN DESIGN AND SURVEYS, and "OFF-SITE" Studies, Surveys, Designs and Reports shall Subcontract to OTHER PARTIES BY THE ENGINEER, or performed on an Hourly Rate per attached "EXHIBIT A - Professional Fee Schedule".

ENGINEERING SERVICE AGREEMENT

[c] Professional Engineering and Surveying Services rendered at the request of the Owner which is in addition to that necessary to design said proposed Development is NOT a part of these services, but if needed, shall be compensated in addition to the "Maximum-Not-To-Exceed," by the Hour, per attached "EXHIBIT A - Professional Fee Schedule".

[d] Studies and changes requested after the FINAL Design by the Engineer, shall be compensated by the hour, in addition to the "Maximum-Not-To-Exceed" for project, per attached "EXHIBIT A - Professional Fee Schedule".

[e] All Review Fees shall be paid by Owner.

SECTION C.:

PAYMENTS FOR BASIC ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES OF THE ENGINEER: Compensation of DESIGN AND CONSTRUCTION MANAGEMENT SERVICES shall be allocated in the two (2) Phases, as follows:

[1] PHASE NO. 1 - PRELIMINARY AND DESIGN PHASES: Compensation for said Engineering Services shall be a hourly rate for a MAXIMUM-NOT-TO-EXCEED amount of \$28,000.00. This MAXIMUM-NOT-TO-EXCEED figure includes full compensation for every item of work as described in ARTICLE 1, SECTION B, PARTS I & II and is based on an estimate of the various classifications of work at a hourly rate, plus profit, as depicted in TABLE I of this document. The hourly rates include direct cost plus allowances for indirect labor costs and overhead.

[2] PHASE NO. 2 - CONSTRUCTION MANAGEMENT SERVICES: Compensation for said Engineering Services shall be a hourly rate for a MAXIMUM-NOT-TO-EXCEED amount of \$10,000.00. This MAXIMUM-NOT-TO-EXCEED figure includes full compensation for every item of work as described in ARTICLE 1, SECTION B, PART III and is based on an estimate of the various classifications of work at a hourly rate, plus profit, as depicted in TABLE II of this document. The hourly rates include direct cost plus allowances for indirect labor costs and overhead.

[3] PAYMENTS FOR "EXTRA SERVICES" OF THE ENGINEER: For Extra Services defined in Article 1., Section C., the Owner shall pay the Engineer on an hourly basis as shown in "Exhibit A".

ENGINEERING SERVICE AGREEMENT

SECTION D.

METHOD OF PAYMENT: Partial payments of the ENGINEER shall be made monthly as long as the accumulative of payments do not exceed the following:

[1] Phase No. 1 - Preliminary and Design Phases:

Ninety percent (90%) upon completion and submittal of plans and specifications.
Ten percent (10%) upon approval by OWNER of plans and specifications.

[2] Phase No. 2 - Construction Management Phase:

One hundred percent (100%) for services provided during the period.

ENGINEERING SERVICE AGREEMENT

ARTICLE 4.:

THE OWNER AND ENGINEER FURTHER AGREE to the following Conditions:

SECTION A.:

TERMINATION: This Agreement may be terminated by either party by seven [7] days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of others than the Engineer, the Engineer shall be paid for services performed to the date of termination, including reimbursements then due, plus termination expenses.

SECTION B.:

ARBITRATION: Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing Arbitration Law and judgement upon the award rendered may be entered in the court of the forum, State or Federal, having jurisdiction. The decision of the Arbitrators shall be a condition precedent to the right of any legal action.

SECTION C.:

OWNERSHIP OF DOCUMENTS: The completed tracings and master specification sheets shall remain the property of the Engineer, and reproductions of them in whole or in part shall not be used on additions to the Project or on any other project except upon written agreement with the Engineer.

SECTION D.:

This Contract shall be interpreted in accordance with the domestic laws of the State of Arkansas and enforced only in the Courts of that State.

SECTION E.:

The parties recognize the nature of any potential liability on the part of the Engineer. In order to more accurately specify his liability for services performed hereunder, the parties do mutually covenant and agree that the liability of the Engineer for any defect in design, Engineering, inspection, or otherwise, for professional services rendered by him shall have as its maximum limitation the compensation received by the Engineer for his professional services under the terms of this Contract.

ENGINEERING SERVICE AGREEMENT**ARTICLE 5:**

SUCCESSORS AND ASSIGNS: This agreement and all of the covenants hereof shall ensure to the benefit of and be binding upon the Owner and his partners, successors, assign and legal representatives. The Owner shall not have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, Exhibits "A", Tables I & II inclusive, the day and year first written above.

OWNER

Attest:

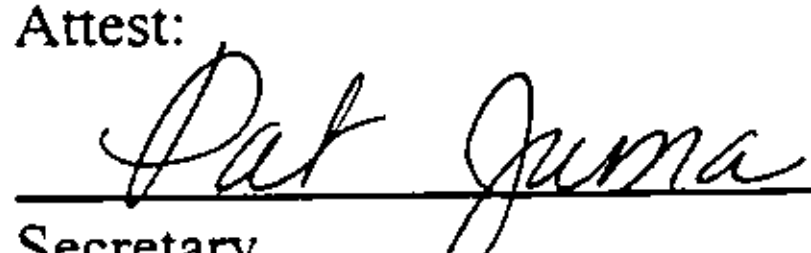
Fred Hanna, Mayor

City ClerkDate

MILHOLLAND COMPANY
Engineering & Surveying

Ronald S. Petrie, P.E.

Attest:



SecretaryDate 1/29/98

EXHIBIT "A"

PROFESSIONAL FEE SCHEDULE:

- | | | |
|-----|---|---|
| 1. | Survey Crews: | 3 men @ \$99.50 per hour |
| | | 2 men @ \$86.00 per hour |
| 2. | AutoCAD Drafting: | 1 man @ \$45.00 per hour |
| 3. | Professional Engineer: |\$95.00 per hour |
| 4. | Engineer's Aide: |\$65.00 per hour |
| 5. | Inspector: |\$45.00 per hour |
| 6. | Office Computations: 1 man with computer: |\$45.00 per hour |
| 7. | Research and Compiling Data: 1 man |\$45.00 per hour |
| 8. | Secretary: |\$25.00 per hour |
| 9. | Printing: 8-1/2" X 11": |\$00.25 per sheet |
| | Blueprints |\$ 3.50 per sheet
(any size) |
| | Mylar |\$15.00 per sheet
(any size) |
| 10. | Mileage: |\$00.30 Per Mile |
| 11. | Out-of-Pocket Expenses: |Actual Cost
(Long-distance phone calls, etc.) |

TABLE I

Drainage Improvements of Boardwalk Subdivision & Ridgely/Manor Drive
Project No. E-525
Estimated Hourly Charges

Milholland Engineering & Surveying
205 W. Center St, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724/4707

Article 1, Section B, Parts I & II	ENGR/MGR. V	ENGR/MGR. IV	ENGR/MGR. III	CADD TECH II	SURVEYOR II	SURVEYOR I	CLERICAL	TOTALS
BASIC ENGINEERING SERVICES								
1-[1] REVIEW OF OPTIONS	20.00	30.00	10.00	4.00			8.00	72.00
[2] Preliminary Field Surveys	2.00	2.00			24.00	24.00		52.00
[3] Prepare Working Drawings		10.00		6.00				16.00
[4] Meet with City Engineer to Review	4.00	4.00						8.00
2-[1] ADDITIONAL FIELD SURVEYS								
A) Boardwalk Subdivision		2.00			16.00	16.00		34.00
B) Ridgely/Manor Drive Area		2.00			12.00	12.00		26.00
2-[2] DRAINAGE SYSTEM DESIGN								
A) Boardwalk Storm Pipes	2.00	25.00	6.00	2.00				35.00
B) Boardwalk Swales	1.00	10.00	2.00	2.00				15.00
C) Ridgely Drive Ditch	1.00	10.00	2.00	2.00				15.00
D) Ridgely Drive Culverts	1.00	6.00	2.00	1.00				10.00
E) Manor Drive Culverts	1.00	6.00	2.00	1.00				10.00
2-[3] PREPARE DRAINAGE REPORT	4.00	25.00	10.00	10.00				49.00
2-[4] MEET WITH UTILITY COMPANIES								
A) Survey Utility Locations		2.00	2.00		20.00	20.00		44.00
B) Add to Construction Plans		2.00	2.00	12.00				16.00
2-[5] PREPARE CONSTRUCTION PLANS								
A) Boardwalk Subdivision	2.00	22.00	2.00	25.00			2.00	53.00
B) Ridgely/Manor Drive Area	2.00	22.00	2.00	15.00			2.00	43.00
2-[6] PREPARE SPECIFICATIONS	2.00	4.00					8.00	14.00
2-[7] SUBMITTAL OF DOCUMENTS	2.00	4.00					8.00	14.00
2-[8] ATTEND PUBLIC MEETINGS	6.00	6.00						12.00
TOTAL HOURS	50.00	194.00	42.00	80.00	72.00	72.00	28.00	538.00
AVERAGE WAGE RATE PER HOUR	\$75.00	\$55.00	\$45.00	\$35.00	\$40.00	\$25.00	\$20.00	
TOTAL COSTS	\$3,750.00	\$10,670.00	\$1,890.00	\$2,800.00	\$2,880.00	\$1,800.00	\$560.00	\$24,350.00

COMPANY PROFIT (15 %) \$3,650.00
TOTAL MAXIMUM-NOT-TO-EXCEED AMOUNT: \$28,000.00

TABLE II

Drainage Improvements of Boardwalk Subdivision & Ridgely/Manor Drive

Project No. E-525

Estimated Hourly Charges

Milholland Engineering & Surveying
205 W. Center St, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724/4707

Article 1, Section B, Part III CONSTRUCTION MANAGEMENT	ENGR/MGR. V	ENGR/MGR. IV	ENGR/MGR. III	CADD TECH II	SURVEYOR II	SURVEYOR I	CLERICAL	TOTALS
[1] RECEIPT OF PROPOSALS								
A) Bid Procedure		6.00					4.00	10.00
B) Analyze Bids and Recommendation	2.00	2.00						4.00
C) Prepare Agreements	1.00	2.00					2.00	5.00
[2] DURING CONSTRUCTION								
A) Construction Staking		4.00		10.00	41.00	40.00		95.00
B) Prepare Monthly Pay Estimates			9.00				4.00	13.00
C) Construction Observation		2.00	40.00					42.00
D) Prepare Deficiency Lists			5.00				1.00	6.00
E) As-Built Drawings	2.00		4.00	16.00	16.00	16.00	1.00	55.00
TOTAL HOURS	5.00	16.00	58.00	26.00	57.00	56.00	12.00	230.00
AVERAGE WAGE RATE PER HOUR	\$75.00	\$55.00	\$45.00	\$35.00	\$40.00	\$25.00	\$20.00	
TOTAL COSTS	\$375.00	\$880.00	\$2,610.00	\$910.00	\$2,280.00	\$1,400.00	\$240.00	\$8,695.00

COMPANY PROFIT (15 %) \$1,305.00

TOTAL MAXIMUM-NOT-TO-EXCEED AMOUNT: \$10,000.00

STAFF REVIEW FORM

XXXX AGENDA REQUEST
 XXXX CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 17, 1998

FROM:

Wayne Ledbetter
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: Approval of additional \$3819.24 to fund Amendment #3 to the Engineering Agreement with Development Consultants, L.L.C. for the design of the Mud Creek Bridge Replacement.

COST TO CITY:

<u>\$ 3,819.24</u> Cost of this Request	<u>\$ 134,073.00</u> Category/Project Budget	<u>Mud Creek/ Gregg Bridge</u> Category/Project Name
<u>4470-9470-5817-00</u> Account Number	<u>\$ 1,415.00</u> Funds Used To Date	<u>Bridge & Drainage</u> Program Name
<u>93078-1010</u> Project Number	<u>\$ 132,658.00</u> Remaining Balance	<u>Sales Tax</u> Fund

BUDGET REVIEW: XXXX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn G. Cramer
 Accounting Manager

1-30-98
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

2-2-98
 Date

[Signature]
 Internal Auditor

470

1-30-98 ✓
 Date

P. Vice
 Purchasing Officer

2-2-98
 Date

STAFF RECOMMENDATION: Staff recommends that the Council approve the \$ 3819.24 to fund Amendment #3 with Development Consultants, L.L.C. for the design of the Mud Creek Bridge Replacement.

[Signature]
 Division Head

2-2-98
 Date

Cross Reference

[Signature]
 Department Director

2-2-98
 Date

New Item: Yes

[Signature]
 Administrative Services Director

2-2-98
 Date

Prev Ord/Res #: 90-94

[Signature]
 Mayor

2/4/98
 Date

Orig Contract Date: 11-04-94

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Kevin Crosson, Public Works Director *KCC*
Charles Venable, Assistant Public Works Director
Don Bunn, City Engineer *DRB*

From: Wayne Ledbetter, Engineering *WLB*

Date: January 28, 1998

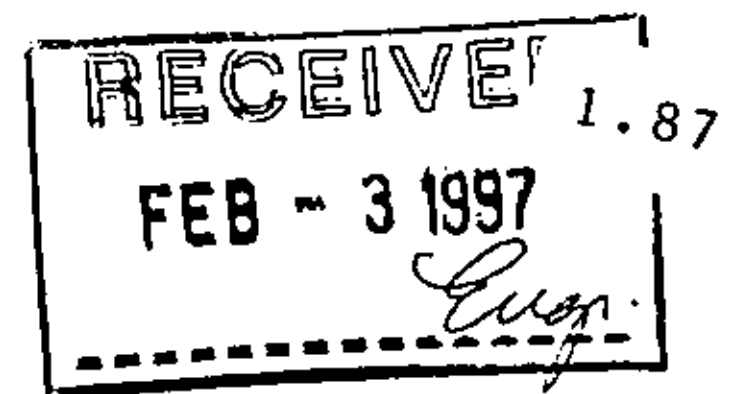
RE: AHTD Job 040179
Mud Creek Str. & Apprs. (Fayetteville) (S)
Washington County

Development Consultants Inc. has an engineering contract with the City for this project. The original contract had a not to exceed upper limit of \$ 52,347.00, plus reimbursable expenses. Later, amendment #1 for obtaining survey information was processed. Amendment #2 was processed to provide funding for right of way document preparation. These amendments brought the not to exceed limit of the contract to \$ 68, 401.24, plus reimbursable expenses.

To provide funding for revising the design of the bridge structure, amendment #3 to the engineering contract was approved. This amendment requested \$ 10,000 to supplement the availability of funding to pay for this revision. The engineering contract now has a not to exceed limit of \$ 86,401.24, plus reimbursable expenses. Reimbursable expenses has an upper limit of \$ 5,000.00.

To have funded this properly we should have asked for \$ 10,000 plus reimbursable expenses of \$ 5,000.00. As a consequence, we need \$ 3,819.24 to pay for the engineering contract and the reimbursable expenses. We are requesting that the Council approve the extra monies needed to meet this obligation. Please note that a copy of the Amendment and the Resolution passed last year is enclosed for your review, as well as, the final invoice from DCI. This invoice indicates that the amount billed correlates with the Amendment approved last year.

It is the recommendation of the Staff that the Council approve the \$ 3,819.24 to supplement the \$ 10,000 approved last year for Amendment #3. This request should not require a budget adjustment.



AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES
MUDD CREEK BRIDGE
FAYETTEVILLE, ARKANSAS

THE AMENDMENT to the AGREEMENT FOR ENGINEERING SERVICES, is made and entered into by and between the City of Fayetteville, Arkansas, hereinafter called the "OWNER", and Development Consultants, L.L.C., hereinafter called the "ENGINEER" a corporation existing under the laws of the State of Arkansas, with principal offices at 1970 East Joyce Boulevard, Suite 1, Fayetteville, Arkansas 72703,

WITNESSETH

WHEREAS, the OWNER and the ENGINEER entered into an Agreement for Engineering Services for design services (Title I Services) at the Mudd Creek Bridge on Gregg Street on November 4, 1994, and

WHEREAS, it is the desire of the parties to amend said contract by including additional services to the scope of work to be performed by the ENGINEER, and by the modification of the contract to reflect the additional expense required to perform said additional items.

NOW, THEREFORE, for and in consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

- I. Modify SECTION IV – SERVICES TO BE FURNISHED BY THE ENGINEER to include the following additional item as a part of this project:
 - i. Redesign of proposed bridge structure from precast to a composite steel bridge with poured deck.
- II. Modify SECTION IX – FEES AND PAYMENTS with the following:
 1. Replace existing Fee shown with the new amount of Eleven Thousand Two Hundred Sixty Eight Dollars and Seventy Eight Cents (\$11,268.78).
 - and
 2. Replace existing Upper Limit Contract shown with the new amount of Eighty Six Thousand Four Hundred and One Dollars and Twenty Four cents (\$86,401.24), plus reimbursable expenses. Reimbursable expenses shall have an upper limit of \$5,000.00.

STAFF REVIEW FORM

XXXX AGENDA REQUEST
 XXX CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of February 4, 1997

FROM:

Wayne Ledbetter Engineering Public Works
 Name Division Department

ACTION REQUIRED: Approval of the Amendment and the \$10,000 to fund Amendment #3 to the Engineering Agreement with Development Consultants, L.L.C. for the design of the Mud Creek Bridge Replacement.

COST TO CITY:

<u>\$ 10,000</u> Cost of this Request	<u>\$ 245,796</u> Category/Project Budget	<u>Mud Creek/ Gregg Bridge</u> Category/Project Name
<u>4470-9470-5817-00</u> Account Number	<u>\$ 68,401.24</u> Funds Used To Date	<u>Bridge & Drainage</u> Program Name
<u>94078-0010</u> Project Number	<u>\$ 177,394.76</u> Remaining Balance	<u>Sales Tax</u> Fund

BUDGET REVIEW: XXXX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager
[Signature]
 City Attorney
[Signature]
 Purchasing Officer

1-31-97
 Date
2-3-97
 Date
1-31-97
 Date

 ADA Coordinator
[Signature]
 Internal Auditor

 Date
1-31-96
 Date

STAFF RECOMMENDATION: Staff recommends that the Council approve the Amendment and the \$ 10,000 to fund Amendment #3 with Development Consultants, L.L.C. for the design of the Mud Creek Bridge Replacement.

[Signature]
 Division Head
[Signature]
 Department Director

1-31-97
 Date
2-3-97
 Date

[Signature]
 Administrative Services Director

2-3-97
 Date

[Signature]
 Mayor

2/3/97
 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #: 90-94

Orig Contract Date: 11-04-94

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Kevin Crosson, Public Works Director
Charles Venable, Assistant Public Works Director
Don Bunn, City Engineer

From: Wayne Ledbetter, Engineering



Date: January 31, 1997

RE: AHTD Job 040179
Mud Creek Str. & Apprs. (Fayetteville) (S)
Washington County

Development Consultants Inc. has an engineering contract with the City for this project. The original contract had a not to exceed upper limit of \$ 52,347.00, plus reimbursable expenses. Later, amendment #1 for obtaining survey information was processed. Last year amendment #2 was processed to provide funding for right of way document preparation. These amendments brought the not to exceed limit of the contract to \$ 68, 401.24, plus reimbursable expenses.

To provide funding for revising design of the bridge structure, we are proposing amendment #3 to the engineering contract. This amendment will change the engineering work by \$ 18,000. We are requesting \$ 10,000 to supplement the availability of funding to pay for this revision.

The original contract will be modified as follows:

1. The fixed fee (after amendment # 2) of \$ 8,920.96 will be modified to \$ 11,268.78.
2. The upper limit contract (after amendment # 2) of \$ 68,401.24, plus reimbursable expenses, will be modified to \$ 86,401.24, plus reimbursable expenses. Reimbursable expenses shall have an upper limit of \$ 5,000.00.

It is the recommendation of the Staff that the \$ 10,000 to supplement Amendment #3 and Amendment #3 of the engineering contract should be executed with Development Consultants. This amendment should not require a budget adjustment.

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Kevin Crosson, Public Works Director
Charles Venable, Assistant Public Works Director
Don Bunn, City Engineer

From: Wayne Ledbetter, Engineering



Date: January 31, 1997

RE: AHTD Job 040179
Mud Creek Str. & Apprs. (Fayetteville) (S)
Washington County

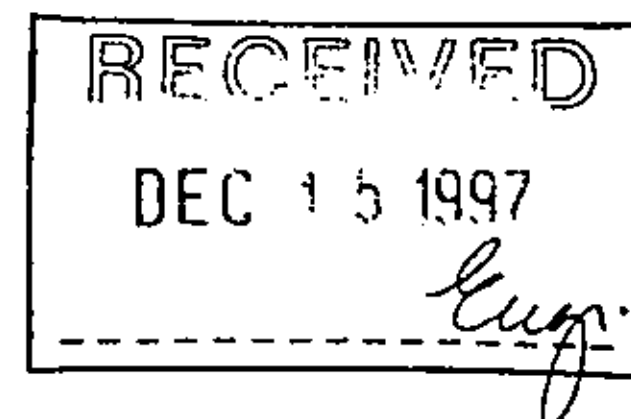
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2. The upper limit contract (after amendment # 2) of \$ 68,401.24, plus reimbursable expenses, will be modified to \$ 86,401.24, plus reimbursable expenses. Reimbursable expenses shall have an upper limit of \$ 5,000.00.

It is the recommendation of the Staff that the \$ 10,000 to supplement Amendment #3 and Amendment #3 of the engineering contract should be executed with Development Consultants. This amendment should not require a budget adjustment.



INVOICE

Services Provided through November 30, 1997

DATE: 12/10/97
Inv.#: 017

JOB NO: 94-217
NAME: Gregg Street Bridge

To: Wayne Ledbetter
City of Fayetteville
Department of Public Works
113 West Mountain
Fayetteville, Arkansas 72701

For: Design of bridge at Mudd Creek along Gregg Street in Fayetteville, AR,
and more specification related to the contract dated 11/4/94 and any
change orders to date.

Labor	\$ 75,132.46
Fee	11,268.78
Expenses	<u>5,000.00</u>
Total to Date	\$ 91,401.24
Previously Billed	<u>85,911.09</u>
Invoice Total	\$ 5,490.15

Amount due upon receipt. Any amount over 30 days old will start
accruing interest at a rate of 1% per month or the maximum
allowable by law.

PLEASE REMIT PAYMENT TO:
DEVELOPMENT CONSULTANTS, LLC
2200 N. Rodney Parham, Suite 220
Little Rock, Arkansas 72212

Engineering • Planning
Land Surveying
Landscape Architecture

1970 East Joyce Boulevard
Suite #1
Fayetteville, Arkansas 72703
Telephone 501-444-7880
Fax 501-444-9277

An Affiliate of
Development Consultants, Inc.

*Final Invoice for
Title I Services*

*OK to pay
1/12/98*

P.O. # 50241

2-1-4-62-78 1010

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of February 17, 1998.

FROM:		
Alett Little	Planning	Public Works
_____ Name	_____ Division	_____ Department

ACTION REQUESTED:

To approve, VA 98-1.00, a utility easement vacation as requested by Arkansas Book Service for property located north of Point West Drive and west of Shiloh Drive. The requested vacation is to abandon an existing sanitary sewer and 25 ft. Easement which will be replaced in the construction of the new building.

COST TO CITY:

\$0		
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____
 Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
<i>[Signature]</i>	<i>1-27-98</i>		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: The staff forwards the Planning Commission's recommendation for approval by a vote of 9-0-0.

<i>Alett Little</i>	<i>1-27-98</i>
Division Head	Date
<i>[Signature]</i>	<i>1-28-98</i>
Department Director	Date
<i>[Signature]</i>	<i>1/28/98</i>
Administrative Services Director	Date
<i>[Signature]</i>	<i>1/28/98</i>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

PC Meeting of 26 Jan 98

FAYETTEVILLE

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

Utility easement vacation
Arkansas Book Services

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 21 Jan 98

Project: VAC 98.00-1.00: Utility easement vacation as requested by Arkansas Book Services for property located north of Point West Drive and west of Shiloh Drive. The requested vacation is to abandon an existing sanitary sewer and 25 ft. easement which will be replaced in the construction of the new building. Please refer to the survey and description.

The application requires approval from the utility companies and the City's Water/Sewer, Street and Sanitation Divisions. The file contains approvals from:

SWEPCO - no objections.
Arkansas Western Gas - no objections.
SW Bell - no objections.
TCA Cable - no objections.

City of Fayetteville:
Streets - no objections.
Water/Sewer - no objections subject to conditions of proper
abandonment of the existing line.
Sanitation - no objections.

Recommendation: Approval of the requested vacation subject to the conditions of the Water/Sewer Division (see attached).

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: ____/____/____

Comments:

Planning Commission Meeting
January 26, 1998
Page 3

VA 98-1.00: EASEMENT VACATION (ARKANSAS BOOK SERVICES)
ARKANSAS BOOK SERVICES- N. OF POINT WEST DRIVE & W. OF SHILOH DR.

The vacation request was submitted by Architectural Construction, Inc. on behalf of Arkansas Book Services for property located north of Point West Drive and west of Shiloh Drive. The property is zoned I-1, Heavy Commercial-Light Industrial. The requested vacation is to abandon an existing sanitary sewer and 25 ft. easement which will be replaced in the construction of the new building.

The application required approval from the utility companies and the City's Water/Sewer, Street, and Sanitation Divisions. The file contains approvals from:

SWEPCO-No objections.
Arkansas Western Gas-No objections.
SW Bell- No objections.
TCA Cable- No objections

City of Fayetteville:
Streets- No objections.
Water/Sewer- No objections subject to condition of proper abandonment of the existing line.
Sanitation- No objections.

Recommendation: Approval of the requested vacation subject to the conditions of the Water/Sewer Division.

There was no public comment.

MOTION

Ms. Johnson moved to approve the consent agenda.

Mr. Reynolds seconded the motion.

The motion carried by a vote of 9-0-0.

EXHIBIT A

✓A 98-100

LEGAL DESCRIPTION

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Six (6), Township Sixteen (16) South, Range Thirty (30) West in the county of Washington, State of Arkansas, being more particularly described as follows, to wit:

From the Northwest (NW) corner of the Southwest Quarter (SW 1/4), of the Northeast Quarter (NE 1/4), of the Southeast (SE 1/4) of said Section Six (6), run South $01^{\circ}29'49''$ West - 279.57 feet; thence South $01^{\circ}29'49''$ West - 315.59 feet; thence South $01^{\circ}29'49''$ West - 12.50 feet; thence South $88^{\circ}47'20''$ East - 25.00 feet to the POINT OF BEGINNING; thence South $88^{\circ}47'20''$ East - 227.21 feet to a point; thence North $33^{\circ}37'23''$ East - 257.55 feet to a point; thence North $88^{\circ}35'11''$ West - 29.55 feet to a point; thence South $33^{\circ}37'23''$ West - 228.06 feet to a point; thence North $88^{\circ}47'20''$ West - 213.37 feet to a point; thence South $01^{\circ}29'49''$ West - 25 feet to the POINT OF BEGINNING, containing 0.27 acres more or less.

December 30, 1997

Phil Humbard
ESI Engineering
Springdale, AR 72764

Re: Point West Subdivision Easement Vacation

Dear Mr. Humbard,

The sewer line abandonment and easement vacation for Point West Subdivision, at the intersection of Shiloh Drive and Point West Street, is approved provided you meet the conditions listed below.

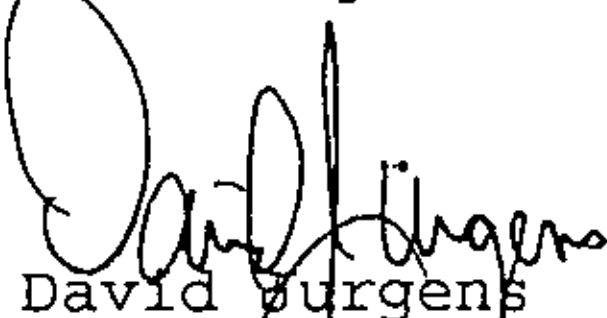
(1) The manholes and sewer line must be abandoned in accordance with City requirements.

(2) The abandoned sewer cannot be used as the service lateral for the new building because it will not meet current plumbing codes.

(3) The abandoned sewer may be used as an encasement for the sewer service lateral provided the last four linear feet of the ditch, plus a section 6" wider than the normal ditch line, are filled with low-strength concrete or flowable fill. This is to keep water from migrating from the abandoned line into the sewer system.

Please do not hesitate to call me at 575-8386 if you have any questions.

Sincerely,

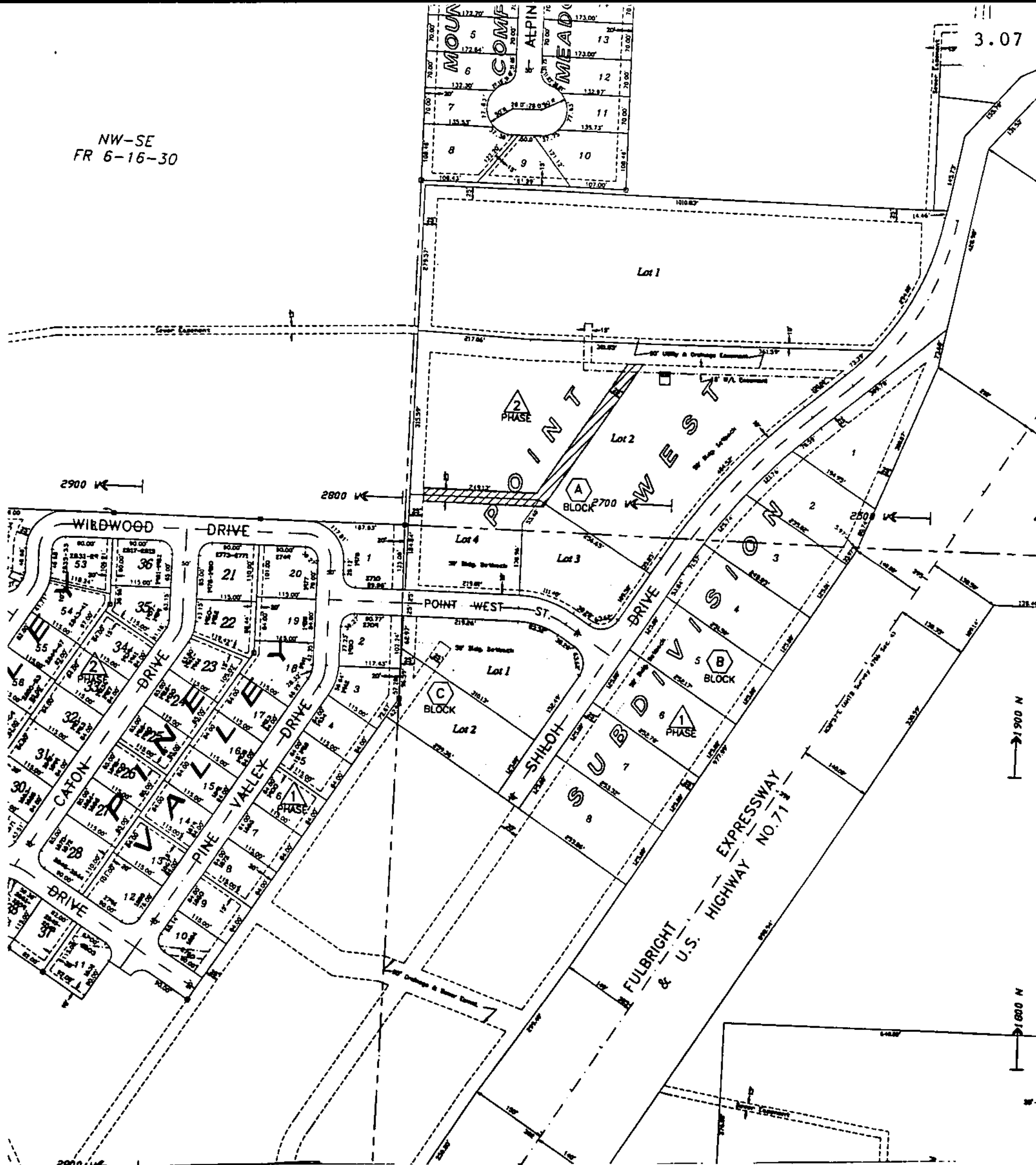


David Gurgens
Water/Sewer Maintenance Superintendent

cc: Jim Beavers
Tim Conklin

C:\BASEMENT\PTWEST.LTR

NW-SE
FR 6-16-30



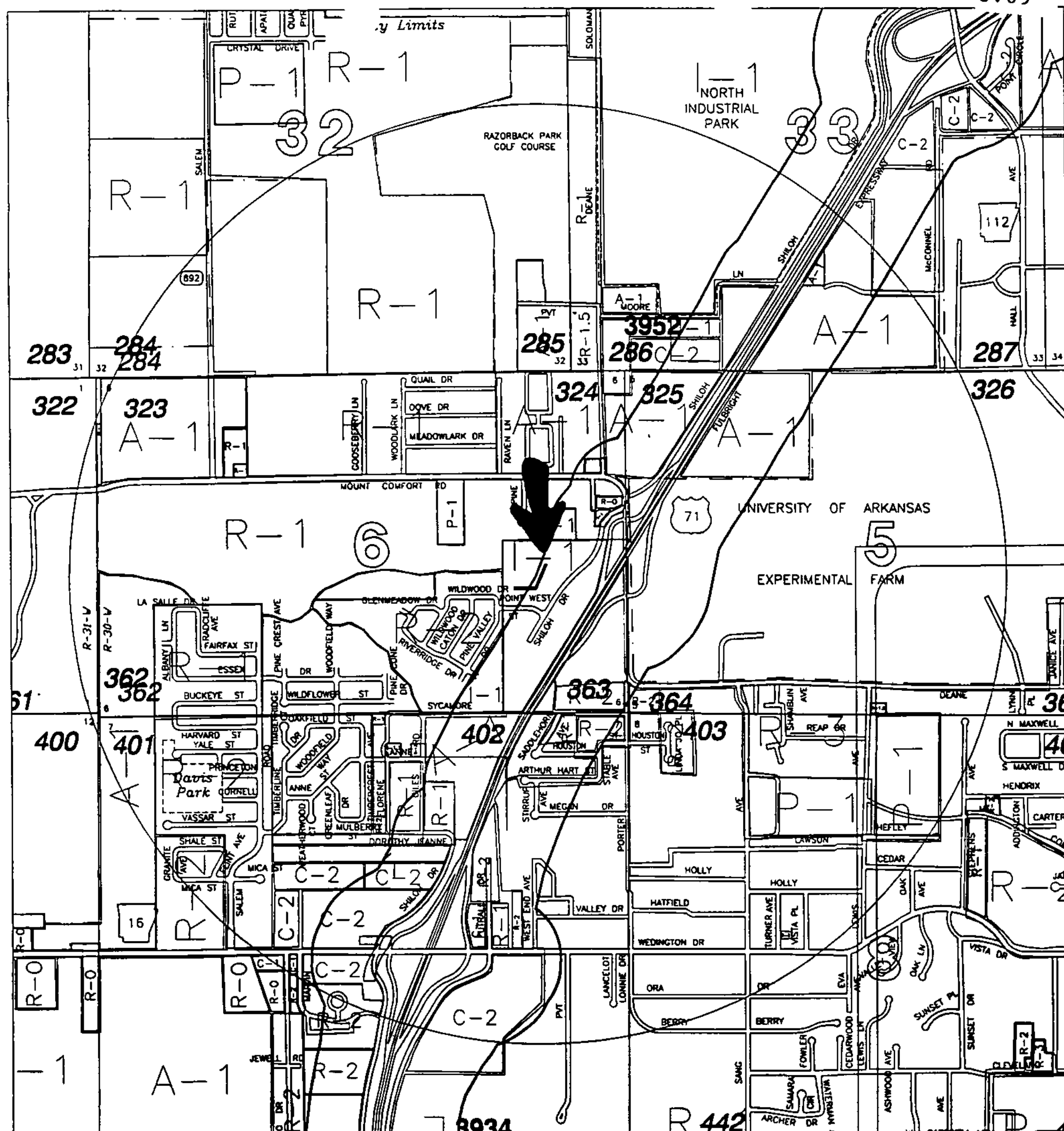
Scale: 1" = 250'





SCALE: 1" = 500'





SCALE: 1" = 1,500'



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of February 17, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve annexation request, RZA 98-4.00, submitted by Michele Harrington, attorney, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200.00 acres.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: This item will be heard at the February 9, 1998 Planning Commission meeting. The staff will forward the Commission's recommendation and back up material as soon as possible.

Division Head

1-29-98

Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res#:

Mayor

Date

Orig Contract Date:

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION TO THE CITY OF FAYETTEVILLE, ARKANSAS, OF CERTAIN PROPERTY OWNED BY PRESTIGE PROPERTIES FOR PROPERTY LOCATED NORTH OF MT. COMFORT AND EAST OF HUGH MOUNT ROAD. THE PROPERTY CONTAINS 200.00 ACRES.

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

Section 1. That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit A attached hereto and made a part hereof.

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

Section 3. That the above-described property is hereby assigned to Ward No. ____.

PASSED AND APPROVED this ____ day of _____ 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

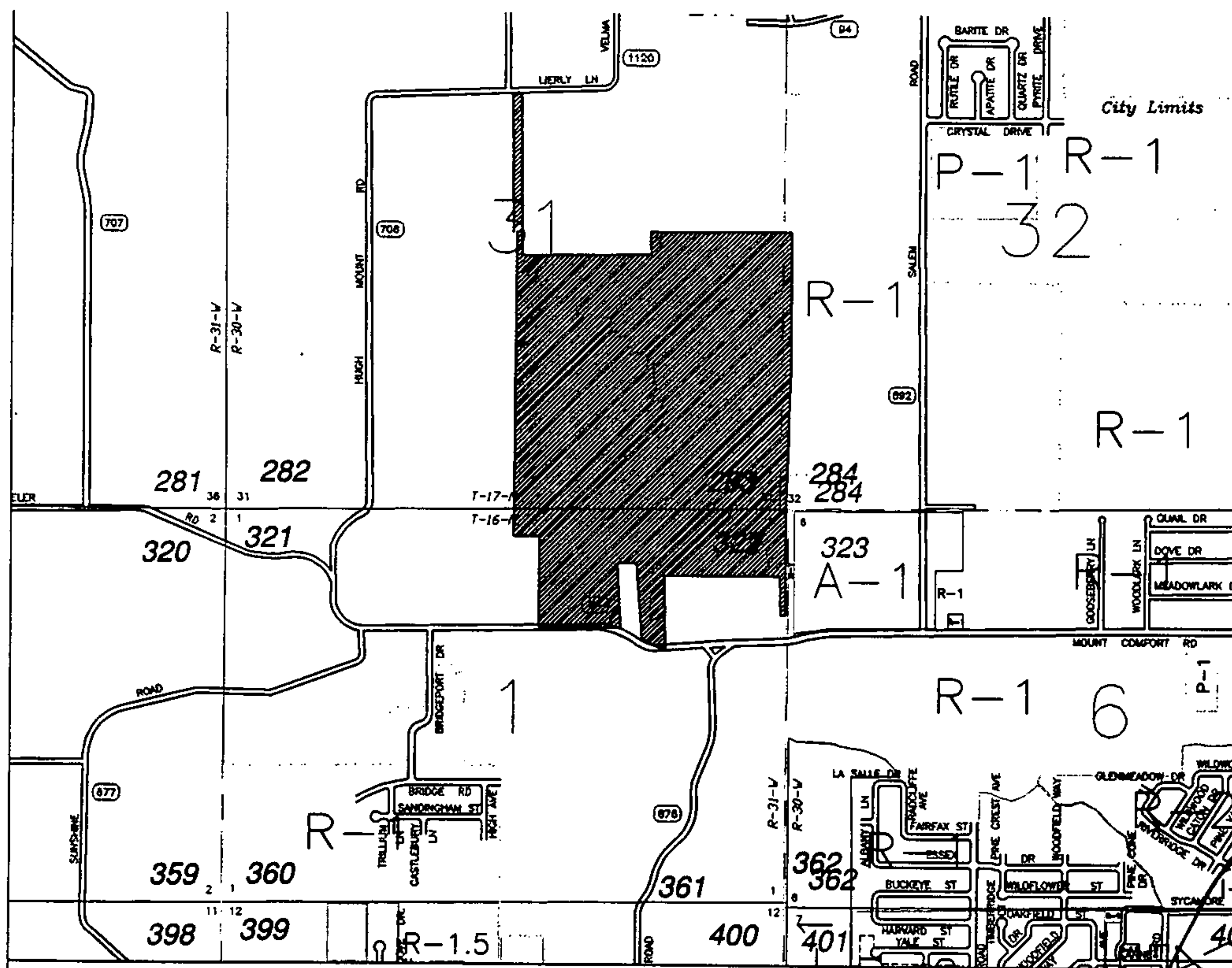
By: _____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZA 98-4.00

Part of Fractional Section 31, Township 17 North, Range 30 West and a part of Fractional Section 1, Township 16 North, Range 31 West, all in Washington County, Arkansas, and being more particularly described as follows, to wit:

Beginning at a Found Stone that represents the Center of said Fractional Section 31, Township 17 North, Range 30 West, thence running North 00 degrees 25 minutes 42 seconds West a distance of 1320.00 feet, (deed North 1320.00 feet); thence North 89 degrees 39 minutes 21 seconds East (deed North 89 degrees 59 minutes 40 seconds East) a distance of 85.00 feet; thence South 00 degrees 25 minutes 42 seconds East a distance of 1320.00 feet, (deed South 1320.00 feet), to a Found Iron Pin; thence South 00 degrees 07 minutes 31 seconds West a distance of 220.89 feet, (deed South 220.00 feet), to a Found Iron Pin; thence North 89 degrees 35 minutes 47 seconds East a distance of 1218.65 feet to a Found Iron Pin; thence North 00 degrees 19 minutes 33 seconds West a distance of 219.63 feet (deed North 220.00 feet), to a Found Stone; thence North 89 degrees 48 minutes 52 seconds East a distance of 1320.39 feet (deed North 89 degrees 45 minutes 00 seconds East to a Found Stone that marks the Northeast corner of the Southeast Quarter of said Fractional Section 31, Township 17 North, Range 30 West; thence South 00 degrees 10 minutes 25 seconds West a distance of 1320.00 feet; thence South 01 degrees 34 minutes 08 seconds West a distance of 1311.37 feet; thence South 00 degrees 33 minutes 30 seconds West a distance of 28.75 feet; thence South 00 degrees 01 minutes 29 seconds East a distance of 987.25 feet to a Found Concrete Monument; thence south 89 degrees 08 minutes 45 seconds West (deed North 89 degrees 58 minutes 30 seconds West), a distance of 47.96 feet to a Set Iron Pin; thence North 01 degrees 47 minutes 57 seconds West a distance of 209.00 feet to a Set Iron Pin; thence North 01 degrees 51 minutes 15 seconds WEST a distance of 160.00 feet to a Set Iron Pin; thence North 89 degrees 59 minutes 06 seconds West (deed South 89 degrees 41 minutes 38 seconds West) a distance of 1080.42 feet to a Set Iron Pin; thence South 01 degrees 47 minutes 20 seconds East a distance of 369.49 feet to a Found Concrete Monument; thence South 01 degrees 21 minutes 49 seconds East a distance of 325.82 feet to the centerline of Mount Comfort Road; thence Northwest along said centerline North 89 degrees 10 minutes 08 seconds West a distance of 31.58 feet; thence North 69 degrees 59 minutes 08 seconds West a distance of 122.60 feet; thence North 52 degrees 15 minutes 08 seconds West a distance of 94.14 feet; thence north 04 degrees 19 minutes 06 seconds West (deed North 03 degrees 59 minutes 00 seconds West a distance of 713.63 feet to a Found iron Pin; thence South 89 degrees 41 minutes 00 seconds West (deed West), a distance of 183.06 feet to a Found Iron Pin; thence South 00 degrees 31 minutes 55 seconds East (deed South 00 degrees 06 minutes 00 seconds East) a distance of 618.25 feet; thence North 89 degrees 54 minutes 38 seconds West a distance of 778.70 feet; thence North 00 degrees 14 minutes 33 seconds East (deed North 00 degrees 17 minutes 30 seconds East 871.20 feet) a distance of 872.38 feet to a Found Axle; thence South 89 degrees 58 minutes 26 seconds West a distance of 249.89 feet, (deed North 89 degrees 58 minutes 30 seconds West 250.00 feet) to a Found Iron Pin; thence North 00 degrees 16 minutes 04 seconds East (deed North 00 degrees 11 minutes 46 seconds East along a fence line a distance of 255.42 feet to a Set Iron Pin; thence North 00 degrees 18 minutes 35 seconds East along a fence line a distance of 2640.15 feet (deed North 00 degrees 22 minutes 00 seconds East 2640.05 feet to the Point of Beginning, containing in all 203.05 acres, more or less, subject to easements and rights-of-way.



SCALE: 1" = 1,500'



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of February 17, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve rezoning request, RZ 98-5.00, submitted by Michele Harrington, on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains 200.00 acres and the request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: The item will be heard at the February 9, 1998 Planning Commission meeting. The staff will forward the Commission's recommendation and back up material as soon as possible.

Division Head

Date

Department Director

Date

Administrative Services
Director

Date

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#:

Orig Contract Date:

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 98-5.00 FOR A PARCEL CONTAINING APPROXIMATELY 200.00 ACRES LOCATED NORTH OF MT. COMFORT ROAD AND EAST OF HUGH MOUNT ROAD REQUESTED BY MICHELE HARRINGTON ON BEHALF OF PRESTIGE PROPERTIES.

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

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

RZ 98-5.00 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From A-1, Agricultural District to R-1, Low Density Residential District.

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

PASSED AND APPROVED this __ day of __, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

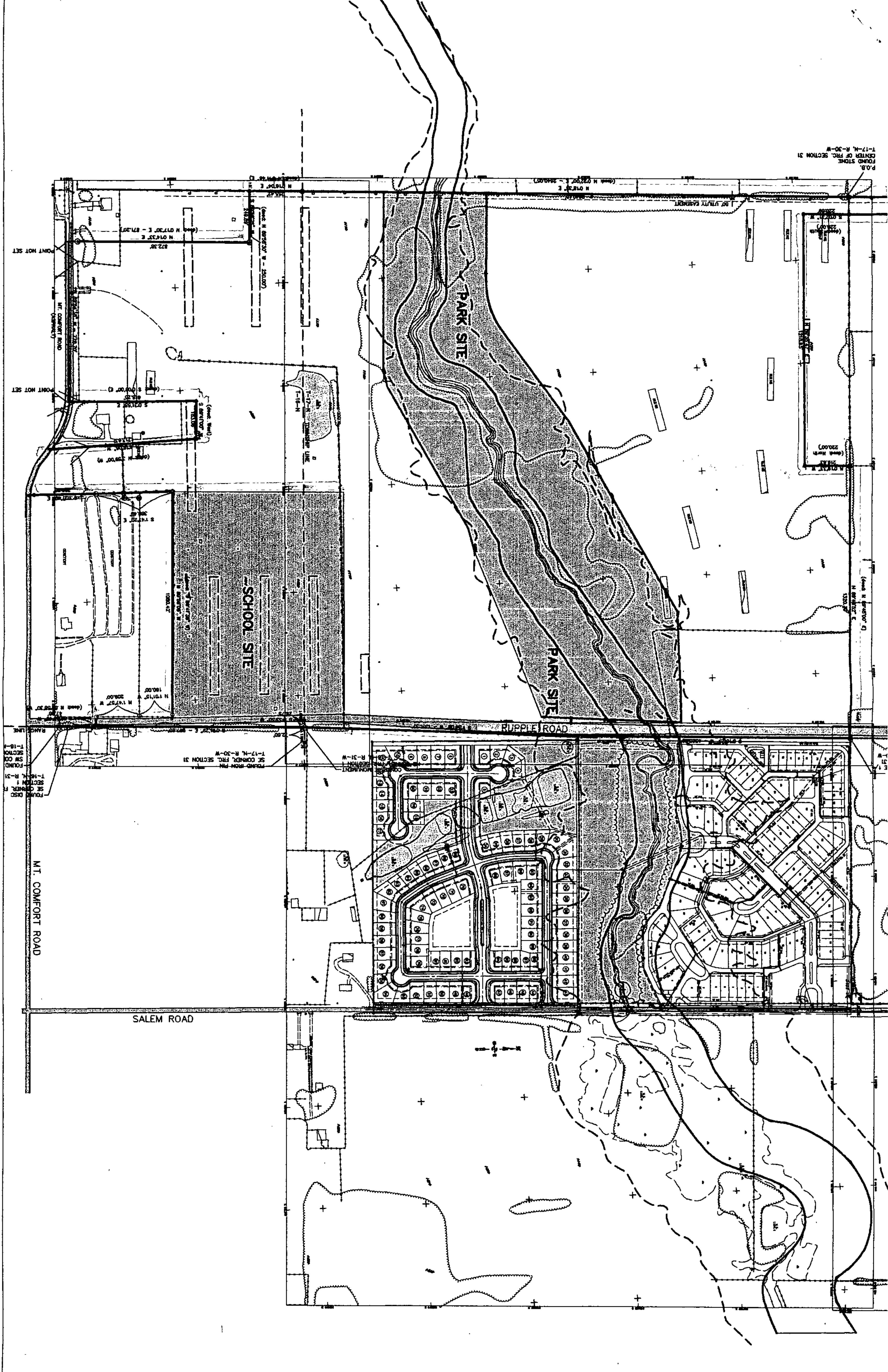
By: _____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-5.00

Part of Fractional Section 31, Township 17 North, Range 30 West and a part of Fractional Section 1, Township 16 North, Range 31 West, all in Washington County, Arkansas, and being more particularly described as follows, to wit:

Beginning at a Found Stone that represents the Center of said Fractional Section 31, Township 17 North, Range 30 West, thence running North 00 degrees 25 minutes 42 seconds West a distance of 1320.00 feet, (deed North 1320.00 feet); thence North 89 degrees 39 minutes 21 seconds East (deed North 89 degrees 59 minutes 40 seconds East) a distance of 85.00 feet; thence South 00 degrees 25 minutes 42 seconds East a distance of 1320.00 feet, (deed South 1320.00 feet), to a Found Iron Pin; thence South 00 degrees 07 minutes 31 seconds West a distance of 220.89 feet, (deed South 220.00 feet), to a Found Iron Pin; thence North 89 degrees 35 minutes 47 seconds East a distance of 1218.65 feet to a Found Iron Pin; thence North 00 degrees 19 minutes 33 seconds West a distance of 219.63 feet (deed North 220.00 feet), to a Found Stone; thence North 89 degrees 48 minutes 52 seconds East a distance of 1320.39 feet (deed North 89 degrees 45 minutes 00 seconds East to a Found Stone that marks the Northeast corner of the Southeast Quarter of said Fractional Section 31, Township 17 North, Range 30 West; thence South 00 degrees 10 minutes 25 seconds West a distance of 1320.00 feet; thence South 01 degrees 34 minutes 08 seconds West a distance of 1311.37 feet; thence South 00 degrees 33 minutes 30 seconds West a distance of 28.75 feet; thence South 00 degrees 01 minutes 29 seconds East a distance of 987.25 feet to a Found Concrete Monument; thence south 89 degrees 08 minutes 45 seconds West (deed North 89 degrees 58 minutes 30 seconds West), a distance of 47.96 feet to a Set Iron Pin; thence North 01 degrees 47 minutes 57 seconds West a distance of 209.00 feet to a Set Iron Pin; thence North 01 degrees 51 minutes 15 seconds WEST a distance of 160.00 feet to a Set Iron Pin; thence North 89 degrees 59 minutes 06 seconds West (deed South 89 degrees 41 minutes 38 seconds West) a distance of 1080.42 feet to a Set Iron Pin; thence South 01 degrees 47 minutes 20 seconds East a distance of 369.49 feet to a Found Concrete Monument; thence South 01 degrees 21 minutes 49 seconds East a distance of 325.82 feet to the centerline of Mount Comfort Road; thence Northwest along said centerline North 89 degrees 10 minutes 08 seconds West a distance of 31.58 feet; thence North 69 degrees 59 minutes 08 seconds West a distance of 122.60 feet; thence North 52 degrees 15 minutes 08 seconds West a distance of 94.14 feet; thence north 04 degrees 19 minutes 06 seconds West (deed North 03 degrees 59 minutes 00 seconds West a distance of 713.63 feet to a Found iron Pin; thence South 89 degrees 41 minutes 00 seconds West (deed West), a distance of 183.06 feet to a Found Iron Pin; thence South 00 degrees 31 minutes 55 seconds East (deed South 00 degrees 06 minutes 00 seconds East) a distance of 618.25 feet; thence North 89 degrees 54 minutes 38 seconds West a distance of 778.70 feet; thence North 00 degrees 14 minutes 33 seconds East (deed North 00 degrees 17 minutes 30 seconds East 871.20 feet) a distance of 872.38 feet to a Found Axle; thence South 89 degrees 58 minutes 26 seconds West a distance of 249.89 feet, (deed North 89 degrees 58 minutes 30 seconds West 250.00 feet) to a Found Iron Pin; thence North 00 degrees 16 minutes 04 seconds East (deed North 00 degrees 11 minutes 46 seconds East along a fence line a distance of 255.42 feet to a Set Iron Pin; thence North 00 degrees 18 minutes 35 seconds East along a fence line a distance of 2640.15 feet (deed North 00 degrees 22 minutes 00 seconds East 2640.05 feet to the Point of Beginning, containing in all 203.05 acres, more or less, subject to easements and rights-of-way.



P.O.B.
FOUND STONE
CENTER OF PRG. SECTION 31
T-17-N, R-30-W

(Found Stone)
N 16°45' E
100.00'

(Found Stone)
N 16°45' E
100.00'

SE CORNER, PRG. SECTION 31
T-17-N, R-30-W

SE CORNER, PRG. SECTION 31
T-17-N, R-30-W

FOUND DISC
SE CORNER, PRG. SECTION 31
T-16-N, R-31-W

MT. COMFORT ROAD

SALEM ROAD

