

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING APRIL 7, 1998

A meeting of the Fayetteville City Council will be held on April 7, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

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. APPROVAL OF MINUTES:

B. MUD CREEK WATER LINE RELOCATION: Approval of the contract for Water Line Relocation for Mud Creek Str. and Apprs. with United Plumbing in the amount of \$80,050.00. Approval of 15% contingency amounting to \$12,000. The total funds requested being \$92,050. Pg 1.1-1.16

C. FULTON SANITATION SERVICES, INC.: Review of Amendment 2 of contract with Fulton Sanitation Services, Inc. for processing and marketing of the City's collected curbside recyclables. Pg 1.17-1.28

D. OLD ANIMAL SHELTER RENOVATION: Approval of a project with Johnson Mech for installation of plumbing and HVAC systems in Old Animal Shelter Renovation. Rates per annual plumbing contract (Res 45-96). Not to exceed \$44,500.00. Pg 1.29-1.52

E. CHANGE ORDERS 6 AND 7 FOR 24TH STREET: Approval of Change orders 6 and 7 to the Contract for Reconstruction of 24th Street with APAC Arkansas Inc., McClinton-Anchor Div. in the amount of \$61,420.86. Approval of a budget adjustment for \$130,000. Pg 1.53-1.62

F. SUMMIT WATER TANK: Approval of a contract with Avanti Demolition to demolish Summit water tank and water filter building and approval of a Budget Adjustment. Pg 1.63-1.78

G. CLEVELAND ST. IMPROVEMENTS: A resolution authorizing the execution of a contract with Crafton, Tull, and Associates for engineering services in connection with the design of improvements to Cleveland Street from Garland Avenue to Gregg Street in the amount of \$58,431.83 plus a contingency of \$15,000.00. Pg 1.79-1.94

H. CONSIDERATION OF 240 E. CENTER STREET: Approval of the Offer and Acceptance Contract with Mary and Barbara Carr for acquisition of the property at 240 E. Center. In addition, staff request a resolution to donate the property to Habitat for Humanity of Fayetteville, Inc. Pg 1.95-1.110

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

A. VOLUME BASED GARBAGE COLLECTION: An ordinance approving a change to our garbage collection program and approving a budget adjustment.

B. WARD BOUNDARIES: Discussion of Ward Boundaries presented by Alderman Williams and Alderman Zurcher.

NEW BUSINESS:

3. **SEWER USE ORDINANCE AMENDMENT:** Revision of Chapter 51; Water and Sewers, Discharge and Pretreatment Regulations, of The Code of Fayetteville.
4. **RAZE AND REMOVAL:** Approval for raze and removal of structure at 2173 W. Deane as per Ordinance 3948.
5. **GREENSPACE WAIVER FOR DINERSTEIN APARTMENTS:** A resolution waiving the greenspace land requirement in part and accepting 1.28 acres and \$34,800 money in lieu for the proposed Dinerstein Apartment Complex.
6. **RZ 98-6.00:** Rezoning request for property located at the southeast corner of Cato Springs Road and Razorback Road. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, medium Density Residential.
7. **AD 98-5.00:** Administrative item (Advanced Towing) A request submitted by Nick Jeffries of Advanced Towing for property located at 331 West Poplar Street. The request is to allow barbed wire on the fence surrounding the impound lot for a towing business.
8. **IMPROVEMENT DISTRICT No. :** Petition to form Fayetteville Municipal Property Owner's Improvement District No. 4-Hawg Heaven Subdivision Project.
9. **AFFIRMING PLANNING COMMISSION FINDINGS:** An ordinance requiring the Planning Commission to take a separate vote to affirm findings.
10. **ENTRY PLAZA FOR PROPOSED TOWN CENTER:** Recommendation from the City Council on whether or not to proceed with negotiations of a long-term lease with Mr. F.G. Bradberry for the entry plaza into the proposed Town Center.
11. **PROPOSED CHANGES TO TOWN CENTER:** Proposed changes to Town Center from the Advertising and Promotion Committee.
12. **TOWN CENTER BOND ISSUANCE:** To approve an ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance costs.
13. **INFORMATIONALS**

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

VOTING RECORD
Meeting of the City Council
April 7, 1998

	Roll		H.D. Nominations	
PETTUS	✓	✓		JAMES B.
MILLER	✓	✓		
WILLIAMS	✓	✓		
SCHAPER	✓	✓		
DANIEL	✓	✓		
YOUNG	✓	✓		
ZURCHER	✓	✓		
TRUMBO	✓	✓		
MAYOR HANNA	✓	8-0-0.		
	CONSENT			
PETTUS	✓			
MILLER	✓			
WILLIAMS	✓			
SCHAPER	✓			
DANIEL	✓			
YOUNG	✗			
ZURCHER	✓			
TRUMBO	✓			
MAYOR HANNA	7-0-1			

VOTING RECORD
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	<i>Vol. GARBAGE</i>	<i>4m table for Public Hearing.</i>		
PETTUS	<i>RED ready's</i> ✓	✓		
MILLER	✓	✓		
WILLIAMS	✓	✓		
SCHAPER	✓	✓		
DANIEL	✓	✓		
YOUNG	✓	✓		
ZURCHER	✓	✓		
TRUMBO	✓	✓		
MAYOR HANNA				
	<i>W. WARD B.</i>			
PETTUS	✓			
MILLER	N			
WILLIAMS	✓			
SCHAPER	N			
DANIEL	✓			
YOUNG	N			
ZURCHER	N			
TRUMBO	✓			
MAYOR HANNA	✓			
	<i>5-4-0</i>			

VOTING RECORD
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	<i>SEWER ORD AMEND</i>	<i>Am.</i>	<i>Am.</i>	
PETTUS	✓	✓	✓	
MILLER	✓	✓	✓	
WILLIAMS	✓	✓	✓	
SCHAPER	✓	✓	✓	
DANIEL	✓	✓	✓	
YOUNG	✓	✓	✓	
ZURCHER	✓	✓	✓	
TRUMBO	✓	✓	✓	
MAYOR HANNA				
	<i>Tabled. DATE & REM</i>			
PETTUS	✓			
MILLER	✓			
WILLIAMS	✓			
SCHAPER	✓			
DANIEL	✓			
YOUNG	✓			
ZURCHER	✓			
TRUMBO	✓			
MAYOR HANNA				

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	GREENSP. DINEPSTEIN			
PETTUS	✓			
MILLER	✓			
WILLIAMS	✓			
SCHAPER	✓			
DANIEL	✓			
YOUNG	✓			
ZURCHER	✓			
TRUMBO	✓			
MAYOR HANNA	7-1-0			
	2298-600			
PETTUS				
MILLER				
WILLIAMS				
SCHAPER				
DANIEL				
YOUNG				
ZURCHER				
TRUMBO				
MAYOR HANNA				

No vote.

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	^{4W} AD 98-5.00			
PETTUS	✓			
MILLER	✓			
WILLIAMS	✓			
SCHAPER	N			
DANIEL	N			
YOUNG	✓			
ZURCHER	N			
TRUMBO	✓			
MAYOR HANNA				
	5-3-0.			
	Imp. Dist.			
PETTUS	N	✓	✓	
MILLER	✓	✓	✓	
WILLIAMS	✓	✓	✓	
SCHAPER	✓	✓	✓	
DANIEL	✓	✓	✓	
YOUNG	✓	✓	✓	
ZURCHER	✓	✓	✓	
TRUMBO	✓	✓	✓	
MAYOR HANNA	7-1-0.		8-0-0	

VOTING RECORD
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	DC. FINDINGS			
PETTUS				
MILLER				
WILLIAMS				
SCHAPER				
DANIEL				
YOUNG				
ZURCHER				
TRUMBO				
MAYOR HANNA				
	KN DP to purchase PZ turn Ctr prop.			
PETTUS	✓			
MILLER	N.			
WILLIAMS	✓			
SCHAPER	✓			
DANIEL	✓			
YOUNG	N.			
ZURCHER	✓			
TRUMBO	N.			
MAYOR HANNA	3-3-0.			

VOTING RECORD
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	CHG Twin cat			
<u>PETTUS</u>				
<u>MILLER</u>				
<u>WILLIAMS</u>				
<u>SCHAPER</u>				
<u>DANIEL</u>				
<u>YOUNG</u>				
<u>ZURCHER</u>				
<u>TRUMBO</u>				
<u>MAYOR HANNA</u>				
	Bond twin cat			
<u>PETTUS</u>				
<u>MILLER</u>				
<u>WILLIAMS</u>				
<u>SCHAPER</u>				
<u>DANIEL</u>				
<u>YOUNG</u>				
<u>ZURCHER</u>				
<u>TRUMBO</u>				
<u>MAYOR HANNA</u>				

left 1st
on reading

FINAL AGENDA INFORMATION
for
April 7, 1998, Council Meeting

Handouts and Changes made at agenda session:

- Add memo re Dilapidated properties
number this 4.17-4.21
- Remove request for fireworks ord., item 7
Replace with AD98-5, Advanced Towing
number this 7.01-7.09
- Remove Parking Requirement for C-3 & C-4, item 8
Replace with Petition, Hawg Heaven Subdivision
number this 8.01-8.14

Attached here:

- Final Agenda
- Minutes of March 17 meeting
- Replacement page 1.96
Additional info re Center Street (1.109-1.110)
- Information items--#13

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, March 17, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna; Trent Trumbo, Donna Pettus, Stephen Miller, Kit Williams, Len Schaper, Heather Daniel, Cyrus Young, and Randy Zurcher; City Attorney Jerry Rose; City Clerk/Treasurer Heather Woodruff; staff; press; and audience.

ABSENT: None

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

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to nominate to the Advertising and Promotion Commission, Alex Jerde; Civil Service, John Middleton; Historic Commission, Alan Ostner, Terrell Rohrbach, Mark Corley, Suzie Stephens; Construction Board, James Key; Library, Michael Thomas; Parks & Recreation, Gail Eads; Planning Commission, John Forney, Conrad Odom, Sharon Hoover. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

CONSENT AGENDA

Mayor Hanna introduced 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 March 3 regular City Council meeting;
- B. Bid 98-06: Resolution authorizing the water line extension for Salem Road. Request for additional funding and to combine project with No. 95039 into 97021 (cost share). Request for approval of a construction contract with Fayette Tree and Trench in the amount of \$56,395. Request for approval of a project contingency of \$20,000.

RESOLUTION 30-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

- C. Wedington Water & Sewer Relocation: Resolution approving change order #3 and Final to the contract with Edwards Design & Construction, Inc. Amendment #2 to the engineering contract with C.E.I. Consulting Engineers. Related Budget Adjustment \$30,000 for any project expenses. All referenced to Wedington Water and Sewer relocation project.

RESOLUTION 31-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

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Alderman Daniel moved the consent agenda. Alderman Williams seconded. Upon roll call, the motion carried on a vote of 8 to 0.

OLD BUSINESS

RZA98-4.00 & RZ98-5.00

Mayor Hanna introduced ordinances approving annexation request RZA98-4.00 and rezoning request RZ98-5.00 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. Item was left on the second reading at the March 3, 1998, meeting.

Alderman Trumbo moved to suspend the rules and go to the third and final reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose made certain the motion was for both ordinances.

City Attorney Rose read RZA98-4.00 for the third time.

City Attorney Rose read RZ98-5.00 for the third time.

Alderman Daniel stated she has received a number of letters and a lot of calls. Just one or two opposed this project.

Alderman Williams stated this project makes a lot of sense. It will be a nice park that the City needs in that part of town. It is a beautiful site for a school.

Alderman Trumbo stated that, in a complicated issue like this and as an elected representative, he first looks to the Planning staff's recommendation, then at the Planning Commission's recommendation, then at the Park's recommendation. He stated a majority of these governing bodies are in favor of this annexation and rezoning.

Alderman Schaper stated if this were a simple annexation and rezoning, the Council would turn it down because of problems with the capacity of our current sewage treatment plant and the uncertainty as to whether or not we will be able to build another plant or will have to expand the one we have. It would be turned down because we already have numerous subdivisions approved up and down Salem Road and there is no clear need for additional land. It would be turned down because of the fragility of the infrastructure in that area. This has been complicated by the fact that there is a substantial amount of land going to Parks and the School Board has determined this is an attractive site

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for a middle school and are under pressure to get that school built. The school is what most of the calls he has received have been about.

Alderman Schaper pointed out this would be the first time a major public facility is located west of the bypass. Most of the kids attending this school will live east of the bypass and be bused out to the far northwest corner of town. He stated the traffic is not his concern. His concern is the long-term impact of a major public facility and the development pressure that the location will have. As a result of the development that will occur, there will be a need for substantial improvements to the infrastructure out there. The cost of providing this will fall on the taxpayers.

Alderman Schaper stated one of the goals of the 2020 Plan is to maximize development in areas which have existing infrastructure and to minimize the pressure to create new infrastructure at public expense. The 2020 Plan says there are already several thousand acres of potential residential development. Some of these are in areas developers aren't excited about developing. Instead, it is cheaper for them to develop at the fringes where some of the cost of their development gets borne by the taxpayer. That is the situation faced by the Council. The developer has sweetened the deal with the help of the School Board.

Alderman Schaper stated he did not expect to convince anyone, in this election year, to go against the wishes of the School Board. He felt it necessary to point out the long-term ramifications of continually allowing intense development at the fringes of our city. This will create a lot of development in an area of town with very fragile infrastructure, the least well-connected area of town. Mt. Comfort is a City street. We will bear the entire cost of widening it and its connecting streets.

Alderman Trumbo responded that the fact this is an election year does not affect his decision. He stated his theory is that Dr. New runs schools for a living and the School Board manages schools. They say where the most appropriate place for a school is. The City's job is to provide the infrastructure for the schools.

Alderman Pettus stated there is no one on the Council who is not dealing with long-term issues. This is a wonderful location for the school. The city will grow whether we want it to or not. The Council has to plan for that growth. We can solve our infrastructure problems.

Alderman Miller reiterated his support for this. He agreed with Alderman Schaper's remarks regarding the infrastructure, but this looks to the future and getting a good park out there. Anything built will strain water and sewer.

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Alderman Zurcher stood with Alderman Schaper on this. He stated he is not against middle schools. He is for park land on the west side. He reminded the Council this would not even have come before them if this had been within city limits. The reason the Council has to talk about School Board business is because the School Board wants land that is not in city limits. There will be a lot more development in that part of town because of the school going in. This will encourage sprawl. He noted voters turned down an annexation less than a year ago on this side of town.

Alderman Young stated if something came before the Council he thought was wrong for the city, he would vote against it, even if the majority was in favor of it. Lacking information to make that vote, he must represent the majority view of Ward 2. He is concerned that if the guesses about the sewer plant are wrong, we would be in a bad way. He hoped the School Board will assume responsibility for their actions, if the guesses are wrong.

Alderman Williams responded to Alderman Schaper's remarks. Regarding annexations, he stated the Council recently approved an 80-acre annexation on the east side of town. A couple of months before that, an even larger annexation was approved on the east side. He agreed it is incumbent on the Council to be careful about annexations because of the sewer plant problem. However, in 20 or 30 years, this site will have a school, a trail from the school to a city park, and a park connected through greenspace to other city parks. This will eventually develop into one of the nicest places to live in Fayetteville. When you look at the 2010 Plan and 2020 Plan, the village concept was encourage. He hoped there would be some supporting neighborhood commercial in this area.

Alderman Williams stated he understands the developer has agreed to pay the cost of the 28' road all the way to 100' north of Serenity Place, over time. This is more than what a developer would normally have to pay. A lot of this road does not border the developer's property.

Alderman Daniel agreed there will be traffic problems and hopes the City can convince the State Highway Department to widen Wedington past Rupple Road. It makes sense to improve Rupple up to Mt. Comfort, as there will be traffic to schools that way. She stated growth seems balanced between the two halves of Fayetteville. She suggested revisiting the 2020 Plan.

Mayor Hanna stated he has confidence in the School Board. They have done a good job. There is no sense in putting schools in the center of town and busing kids from the west, as we are doing now. Existing schools also have traffic problems.

Reed Greenwood, School Board member, stated the Board has been

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working on this about a year and a half. There are many issues to be dealt with. He is much concerned about long-term issues. Several years ago, the school district added to the existing elementary schools to preserve their characters and to make neighborhood elementary schools possible. We are now beyond what we can do with those facilities. The junior highs are bursting at the seams and we need these middle schools. He stated the School Board feels their responsibility very deeply. They have been through six sites and are aware of all the issues. This is the best deal for the school district.

Wilson Kimbrough, Mt. Comfort Road, stated he has not heard much about people; it has all been about business. He has been talking to people in this area. He stated the reason others aren't present is because they know the vote has already taken place in a secret meeting. They are not here because they know they wouldn't be heard and that he had been laughed at at the previous meeting. He stated careful attention has not been given to the feelings of the people this decision impacts.

Alderman Pettus stated there has not been a secret meeting.

Mr. Kimbrough stated he did not know about the meeting the Council had in order to see this acreage.

Alderman Williams informed Mr. Kimbrough the meeting had been included on the weekly meetings list and members of the press had been there. It was a normal Council tour.

Mr. Kimbrough stated his main point is that people who are deeply concerned about the traffic situation did not show up.

Jeff Erf, 2711 Woodcliff Road, asked if it is reasonable to assume that the residential development in this part of the city will be subsidized by the City for police and fire protection and trash.

Alderman Williams replied this would be no more than anywhere else in the city. In this case, the City is requiring the developer to build more roads than a regular developer would have to do.

Laura Underwood, Fayetteville Board of Education, stated elected officials have to make difficult decisions based on facts. When the City experts and the School Board say yes to this, the facts speak for themselves. The benefits are all people oriented. There are traffic problems out there now. The City will come up with a plan. Growth will not stop. Any development will impact the sewer.

A teacher from the audience stated this is a quality of life issue. A child's education affects quality of life later on.

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Our ability to provide a quality education depends on how well we use our resources. She gave examples of ways the money saved by going ahead with the middle school project in this manner could be spent on quality education. She stated the City has met infrastructure needs in the past and this is following that course. In one sense, development helps develop infrastructure.

Alderman Zurcher stated lateral growth that sprawls into the county is not the same as economic growth or the same as getting more people here. There is a way to grow economically and with more people without growing in a sprawling fashion. He stated he has not voted for any annexation except one that was already surrounded by city.

Mayor Hanna called for the vote on RZA98-4.00, the annexation.

Upon roll call, the ordinance passed on a vote of 6 to 2, with Aldermen Schaper and Zurcher voting no.

ORDINANCE 4085 AS RECORDED IN THE CITY CLERK'S OFFICE.

Mayor Hanna called for the vote on RZ98-5.00, the rezoning.

Upon roll call, the ordinance passed on a vote of 6 to 2, with Aldermen Schaper and Zurcher voting no.

ORDINANCE 4086 AS RECORDED IN THE CITY CLERK'S OFFICE.

City Attorney Rose stated Prestige Properties has presented an agreement which is their offer of what they intend to do to Ruppel Road. He recommended passing a resolution to adopt the agreement.

Alderman Young stated this was not made part of the agenda packet.

Michele Harrington, representing Prestige Properties, reminded the Council that at the agenda session, the possibility of such an agreement was brought up. She stated they have worked with City Attorney Rose and City staff and worked out an agreement so the Council would have certainty about the contribution being made.

Alderman Young stated he'd just received it that day and, not having had time to read it, would vote against it at this time.

City Attorney Rose explained this came about because Alderman Williams asked for an agreement in which these promises made by Prestige properties are ensured and if the promises are not kept that this issue will be revisited. What is before the Council is a voluntary assertion on behalf of Prestige Properties on what they intend to do on the Ruppel Road development.

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Alderman Williams added that not only has staff worked on this, but he has, too. The City is trying to get as good a deal as possible and still be fair to the developer. The developer offered to take the school's portion of the development, and staff felt that the City needed the full cost of the road from Mt. Comfort to 100' north of where it would intersect Serenity Way, which would be paid as the project developed. The school needs that road in place when the school is finished, and we needed to go forward on this. The costs have been looked at. The proposed agreement includes, on the first part of the road, a commitment to spend \$140,000 as their cost. It includes the remainder of the cost above that, the developer's normal cost of the bridge plus other costs of the 28' road to their northern border. The developer would have to pay the costs as they present the phases of the development to the Planning Commission. There are four phases.

Alderman Schaper asked why No. 7 says Prestige agrees to convey a minimum of 30 acres to be annexed by the City as park land. He thought it was to be 44 acres.

Ms. Harrington replied 30 acres was suggested to cover the minimum. They don't have an analysis on this yet. She stated there is a lien that goes with this. If the City doesn't want the developer to put his obligations on paper, he would be happy not to; but the City asked for something in writing, including a lien that the developer has no choice but to discharge. She stated copies of the agreement were distributed as soon as the final numbers were available. They were put in the aldermen's boxes at one or two o'clock that afternoon. This has been talked about at several meetings. It was done in an effort to please the City and obligates the developer far above and beyond what most developers would ever agree to.

Alderman Zurcher moved a resolution that in effect says we accept this agreement with an amendment on No. 7 changing 30 acres to a minimum of 40 acres. Alderman Miller seconded.

Alderman Young asked over what period of time would the developer reimburse the City.

Alderman Williams replied the developer has to pay back 25% for each phase they present. There is a 12-year time limit.

Upon roll call, the resolution with one amendment passed on a vote of 7 to 1, with Alderman Young voting no.

RESOLUTION 32-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

VOLUME BASED GARBAGE COLLECTION

Mayor Hanna introduced an ordinance approving a change to our

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garbage collection program and approving a budget adjustment.

Alderman Miller moved to suspend the rules and go to the second reading. Alderman Trumbo seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Williams reminded the Council he had presented a proposal that would not require the bag situation. He noted Alderman Zurcher had another proposal that does not require the bag system. He stated it would be a mistake to go forward and pass anything at this time. It deserves more study. Our citizens deserve direct notification. He would like to see a notice go out to all customers in their water bill with a brief synopsis of what is being proposed.

Robert Hunter, State Recycling Coordinator and Education Specialist from the DPC&E, addressed the issue of pay as you throw. He reviewed some information he had provided the Council from Resource Recycling, a magazine DPC&E relies on for figures and general information. Pay as you throw is an equitable way for people to learn to manage their solid waste. He encouraged the City to continue to look at pay as you throw. The issue is how to figure a rate for this program to be successful. His department has been working with the City on options available across the United States. The Environmental Protection Agency has put together a kit for a community to look at the issues.

Mr. Hunter stated Fayetteville needs to look at what is fair for the citizen. We need to look at what kind of monies are in place. Some systems are costly to start. The staff's proposal will take some money. It is an encouragement to give bags out the first year. It is like an education program. It will take time to encourage and educate citizens. Staff is looking at an 8 to 9 month period before this is kicked off. A two-hour workshop program for citizens is available.

Alderman Schaper stated the differences we are seeing in the counter-proposals have to do with how we meter the volume. The alternatives are a can-based system or tag-based system. He asked Mr. Hunter what works.

Mr. Hunter replied he thought the City would see a larger percentage go with the fixed container or bag. It is difficult to ask busy sanitation people to decide what size the bag is. The bag is a simple way to do it.

Alderman Zurcher stated a bag system needs to be equitable for everybody. A lot of the discussion at the Environmental Concerns Committee centered around this. He is concerned a base price will not be equitable. We have not settled on some sort of a

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rebate for people who have bags left over. He would like a way to pay only when you throw it out. We have not had enough input about this from citizens.

Mr. Hunter had no knowledge of an existing return system.

Mayor Hanna thought it might be wise for the Environmental Concerns Committee to have a public hearing on this issue.

Alderman Williams thought every household in town ought to be notified through their water bill about what the proposal is. A two-hour education presentation is too long for the average citizen. We need to listen to our citizens on this and make sure they don't think we are dictating to them.

Alderman Miller stated there have been three meetings and a public hearing. It has been in the press for months.

Mr. Hunter stated the two-hour workshop has been very successful across the state.

Alderman Williams thought the workshop would not reach a large number of the people. We need a brief synopsis of what is being proposed so the public can respond with input of their own.

Alderman Schaper agreed we need more public education, but the number of citizens we hear from on any issue is small. We need to listen to experts in the field.

Mr. Hunter stated there are fact sheets, newsletters, and press releases provided in the material that can be copied and handed out.

Steven Parker, Four-County Solid Waste Management District, stated the District fully supports and backs volume based collection systems. He asked why garbage should be any different from water charges. Volume based collection gives people the opportunity to determine how much waste they want to throw away and how much they are willing to pay for that. In order to make this system work, you need to reward those people who produce the least amount of waste with lower rates and charge higher rates to those who generate the most waste. There are many ways to implement this. This is the trend in the United States.

Dan Coody, audience member, questioned the method. He asked why we want to change the system we have now. He read from Ordinance 3993, which gives rates for two cans not exceeding 32 gallons each. He suggested enforcing the ordinance on the books. If a citizen produces more than two cans of trash, he can buy the required bags for the excess. The easiest thing to do is to modify what is on the books already, rather than start over on something else.

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Kevin Crosson, Public Works Director, stated over the years attempts to enforce this ordinance have resulted in irate citizens. Also, overstuffed cans lead to lifting injuries for route workers. Bags cannot be overstuffed.

Alderman Young stated it is not always clear how many bags belong to which house.

Alderman Trumbo moved to table the ordinance to send it back to the Environmental Concerns Committee for further review and more public input. Alderman Daniel seconded.

A citizen of Fayetteville stated the Council is negating what the Environmental Committee has spent many hours trying to do. She advised the Council to trust their committees and staff. The time for introducing other ideas was two or three months ago. Citizens don't want to join these committees if what they do goes for nothing. She advocated adding the practice of composting to the education material.

Fran Alexander, citizen, stated the discussion is with the Council, not the committee. She gave an overhead presentation showing the three things required for recycling. It needs to be consistent, convenient, and simple. Programs, publicity, and public relations are very important. She compared the good and bad points of bags and cans.

Lonnie Gibson, citizen, stated good government asks citizens what should be done and does not dictate. He is not sure people who want to sell their ideas are experts. He thinks the current system is working but would like to go back to twice-a-week pickup. He stated many people interested in this missed the meetings held before it got to this level.

Alderman Young asked if the purpose of Alderman Trumbo's motion was to send this back to the Environmental Committee for a public hearing.

Alderman Trumbo replied this was one of many other things. There are many good ideas to add to what's been put in place.

Alderman Williams amplified his suggestion to have a mailer included in the water bills. It should be one sheet with equal space given to each idea. He suggested tabling this until the mailer could be sent out and having a public hearing after the mailing was done.

Alderman Miller addressed the idea of a rebate for bags not used. He stated paying \$8.50 a month for trash is a real deal. He stated a problem with Alderman Williams' proposal is that a person could throw one bottle in a bin and claim to be recycling then want a third bag picked up free. Also, a person could

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follow the requirements on a regular basis then a one-time event could cause him to put out more than is allowed. He asked if the extras would be left on the curb or charged for and who would keep track of this. He stated we would not be adding bags, just replacing what people usually buy. The average retail price for 25 heavy gauge bags, which is what we'd be giving, is about \$3.50, or \$.14 a bag. Two million bags would cost \$280,000. Having the City supply the bags would save \$17.50 per year per household. Savings in disposal costs brings the total up to \$19.75.

Alderman Miller stated every other utility has a minimum. If you don't use that minimum, you still pay for it. We gave the citizens blue bags. We are giving citizens recycling bins. He asked why choke on the garbage bags. This is an integral part of a holistic program.

Alderman Zurcher moved to table this item. Alderman Trumbo seconded.

Mayor Hanna confirmed the motion was to send this back to the Environmental Concerns Committee.

Upon roll call, the motion failed on a vote of 4 to 4.

This item was left on its second reading.

WARD BOUNDARIES

Mayor Hanna introduced discussion of ward boundaries.

Alderman Miller supported Alderman Schaper's configuration, because it does not drastically affect ward boundaries and makes Ward 1 slightly higher in population but is still within the 10% allowed. Ward 1 is not growing as fast as Ward 3 or Ward 4.

Alderman Williams stated Alderman Schaper's configuration has Ward 1 stretching from the farthest west to the farthest east. He would rather see more compact wards, like his proposal. He noted two precincts were separated compared to only one in his proposal.

Alderman Schaper pointed out that three of the four proposals have Ward 1 going from the east to the west.

Alderman Young compared his proposal to Alderman Schaper's, noting there is not much difference.

Alderman Schaper stated Alderman Williams' proposal radically changes ward boundaries.

Alderman Zurcher discussed his proposal, stating it maintains the

March 17, 1998

character of the wards.

Alderman Schaper acknowledged that Alderman Zurcher's proposal got the numbers a little better than his.

Alderman Schaper suggested that his proposal and Alderman Zurcher's proposal divide up the population best.

Alderman Zurcher moved Ward Configuration G. Alderman Miller seconded.

Alderman Schaper thought the process was to narrow it down to two. He suggested a straw poll.

The motion and second were withdrawn.

Mayor Hanna called for a show of hands. The results were:

Configuration D, Alderman Schaper's	0
Configuration E, Alderman Williams'	4
Configuration F, Alderman Young's	1
Configuration G, Alderman Zurcher's	3

Configuration E, Alderman Williams', and Configuration G, Alderman Zurcher's, were chosen.

This was left for public comments.

RECONSTRUCTION OF ARLINGTON TERRACE

Mayor Hanna introduced a resolution authorizing the execution of a construction contract with Mobley construction for \$195,509.16 with a \$30,000 contingency and approval of a budget adjustment for \$226,000.00. All in connection with the reconstruction of Arlington Terrace in Fayetteville.

Rick McKinney, citizen, stated this is a two block street that has been there since about 1967. It is a mixture of asphalt, shifting concrete, and oozing sub-base. He urged the Council to approve this and get another 30 years out of the street.

Alderman Williams explained this costs so much because it is the steepest street in town.

Fran Alexander, audience member, stated it is not safe to go down the hill. It has been dug up for water and sewer, which is the reason it needs to be put back. She asked for immediate repair.

Alderman Schaper moved the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 7 to 0, with Alderman Zurcher absent for the vote.

RESOLUTION 33-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

March 17, 1998

GAS BOY FUELING SYSTEM

Mayor Hanna introduced an ordinance providing for a bid waiver to purchase replacement items, parts, supplies, etc., pertaining to the Gas Boy Fueling System currently in use by the City of Fayetteville.

City Attorney Rose read the ordinance for the first time.

Alderman Schaper 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, with Alderman Zurcher absent for the vote.

City Attorney Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and go to the third and final reading. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alderman Williams asked why the normal requirements for bids need to be waived.

Bill Oestreich, Fleet Maintenance Superintendent, replied this is patterned after Ord. 3586 that applies to our specialized radio equipment and Ord. 3606 that applies to traffic control equipment. There is only one manufacturer. If we go to another, it would require extensive modification and not be economical.

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

Upon roll call, the ordinance carried on a vote of 8 to 0.

ORDINANCE 4087 AS RECORDED IN THE CITY CLERK'S OFFICE.

PROPOSED EXTENSION OF PLAINVIEW AVENUE

Mayor Hanna introduced a resolution approving the proposed project between the City and Lewis Brothers Leasing Company, Inc., wherein Lewis Brothers conveys a one-acre tract of land to the City for a new fire station site and a one-acre site for the extension of Plainview Avenue from the current termination south of Milsap to Longview Street. The City will design and construct the proposed extension of Plainview Avenue, approximately 730'. No exchange of monies between the parties is anticipated on this project.

Mickey Jackson, Fire Chief, explained that the need for this is caused by city growth and its demand on the north fire station,

March 17, 1998

Fire Station No. 4. To meet the need, this fire company operates two fire trucks instead of one, which means using a minimum of four people. They are operating out of a station built in 1964 for a two-man crew operating one truck. There is not enough room for four people. A proposal was made to remodel and expand the station and \$150,000 was appropriated. An architect was hired. The architect's estimate, made over two years ago, was about \$350,000. This would have been an old building with a new wing and would have the ongoing maintenance problems associated with an old building. At that time, the suggestion was made to appropriate more money to relocate and build a new facility. Approval was given to investigate the idea.

Chief Jackson stated finding a piece of property in that part of town was difficult. This location is good and the street is needed by the community. A final plan for this station and Fire Station No. 6 is being worked on. Projected costs have not been discussed. Bids for Fire Station No. 3 were staggering. The best bid was considerably over \$600,000. Alternatives have been looked at, and relocating Fire Station No. 4 is the most practical.

Alderman Williams stated this has been before the Street Committee. The proposed cost of the street is about \$140,000 to \$150,000. The lot is worth about the same amount of money. The Street Committee voted to recommend this agreement.

Alderman Miller moved the resolution. Alderman Williams seconded.

There were no comments from the audience.

Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 34-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

RIGHT OF WAY ENCROACHMENT BY HMT

Mayor Hanna introduced a resolution approving an encroachment into the Dickson Street and Rollston Avenue rights of way by the HMT large scale project.

Alderman Pettus asked if the balconies extend beyond a sidewalk into the street.

Greg House, representing HMT, replied the balconies on Rollston are shorter than the distance of the sidewalk. The one on Dickson would be over what is presently The Grill and would not stick out past the depth of the sidewalk and is shorter.

Alderman Young commented that this changes the character of Dickson Street.

March 17, 1998

Mr. House responded there are other balconies that are part of Dickson Street and are larger and protrude more and have columns that come down into the street right of way.

Alderman Schaper approves of this kind of investment in this area and this kind of density improvement in the downtown area.

Alderman Zurcher noted a local independent paper is against this development. He agreed only the balconies are being discussed at this time and stated he personally likes it and thinks it will be good.

Mr. House pointed out some of the facade on the second story sticks out, too, as do some column pilasters up against the building.

Alett Little, Planning Director, reported the Planning Commission recommended this by a vote of 5-2-1.

Alderman Schaper moved the resolution.

There were no comments from the audience.

Alderman Zurcher seconded. Upon roll call, the resolution passed on a vote of 7 to 1, with Alderman Young voting no.

RESOLUTION 35-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

AMENDMENT TO THE MASTER STREET PLAN

Mayor Hanna introduced a resolution approving an amendment to the Master Street Plan, changing the required right of way for Dickson Street from 70' to 55' for a distance of 250' on the north side of the 200 block of Dickson Street.

Alderman Pettus stated she has significant property on Dickson and would abstain from this issue.

Alett Little, Planning Director, explained this is the portion of Dickson that is right in front of the 200 block. It is a distance of 250' on the north side. Our current Master Street Plan specifies a width of 70' for collector streets. We want to recognize that the Dickson Street area will not be widened for traffic purposes and that it will probably be amended for pedestrian purposes. The request is to reduce the total requirement from 70' to 55'. In conjunction with this, we have placed on the April 13 Planning Commission Agenda a consideration of Dickson Street as a whole. This is a recognition that we want to change the character of Dickson Street. We do not want it to be traffic oriented. We want it to be pedestrian oriented.

Alderman Miller moved the resolution.

March 17, 1998

Greg House, HMT, stated there are a lot of buildings within what the Master Street Plan calls for. It would be onerous to move everything back.

Alderman Zurcher seconded the resolution. Upon roll call, the resolution carried on a vote of 7-0-1, with Alderman Pettus abstaining.

RESOLUTION 36-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

OTHER BUSINESS

Rick McKinney, Airport Board, stated that a number of years ago the community was asked to vote on having a voice in the Regional Authority. Later, the Authority presented to the Mayor a non-compete agreement saying the other airports in this vicinity would not compete for airline service. It was later disclosed this is against FAA regulations and is illegal. He referred to American Airline's American Eagle contract with the regional authority. He felt paragraph 3, Airline Service, is close to a non-compete agreement. The City of Fayetteville needs to voice this to the authorities and request that they omit this paragraph.

Mayor Hanna explained this should be presented at agenda session to be put on the agenda.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 10:00 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Mayor Fred Hanna

FROM: Ben Mayes, Administrative Services Director

DATE: March 23, 1998

SUBJECT: Approval of an Offer and Acceptance Contract

Background

Community Development staff requests the City Council's consideration of a real estate contract with Barbara Carr and Mary Carr to purchase real property in the Southeast Target Area. Barbara and Mary are sisters and became heirs to the property after the death of their mother last year.

The subject property is located on the southwest corner of Willow and Center Streets and contains approximately 10,260 square feet. There is a dwelling on the property that staff has determined cannot be rehabilitated. An appraisal was completed that established the Fair Market Value of the parcel at \$12,000 and that is the offering price. Staff plans to remove the structure, clear the lot, and donate it to Habitat for Humanity of Fayetteville, Inc. Habitat for Humanity will construct a new home on the lot for a low and moderate income family.

Eligibility

The acquisition and removal of the structure are eligible activities under Community Development Block Grant regulations 24CFR570.201(a), Acquisition, and 24CFR570.201(d), Clearance. The activity meets the National Objective of Prevention or Elimination of Slum and Blight on a Spot Basis, 24CFR570.208(b)(2). The donation of real property for construction of housing for low/moderate income persons is eligible under 24CFR570.201(b), Disposition, and meets the National Objective at 24CFR570.208(a)(3), Construction of Housing.

Staff Recommendation

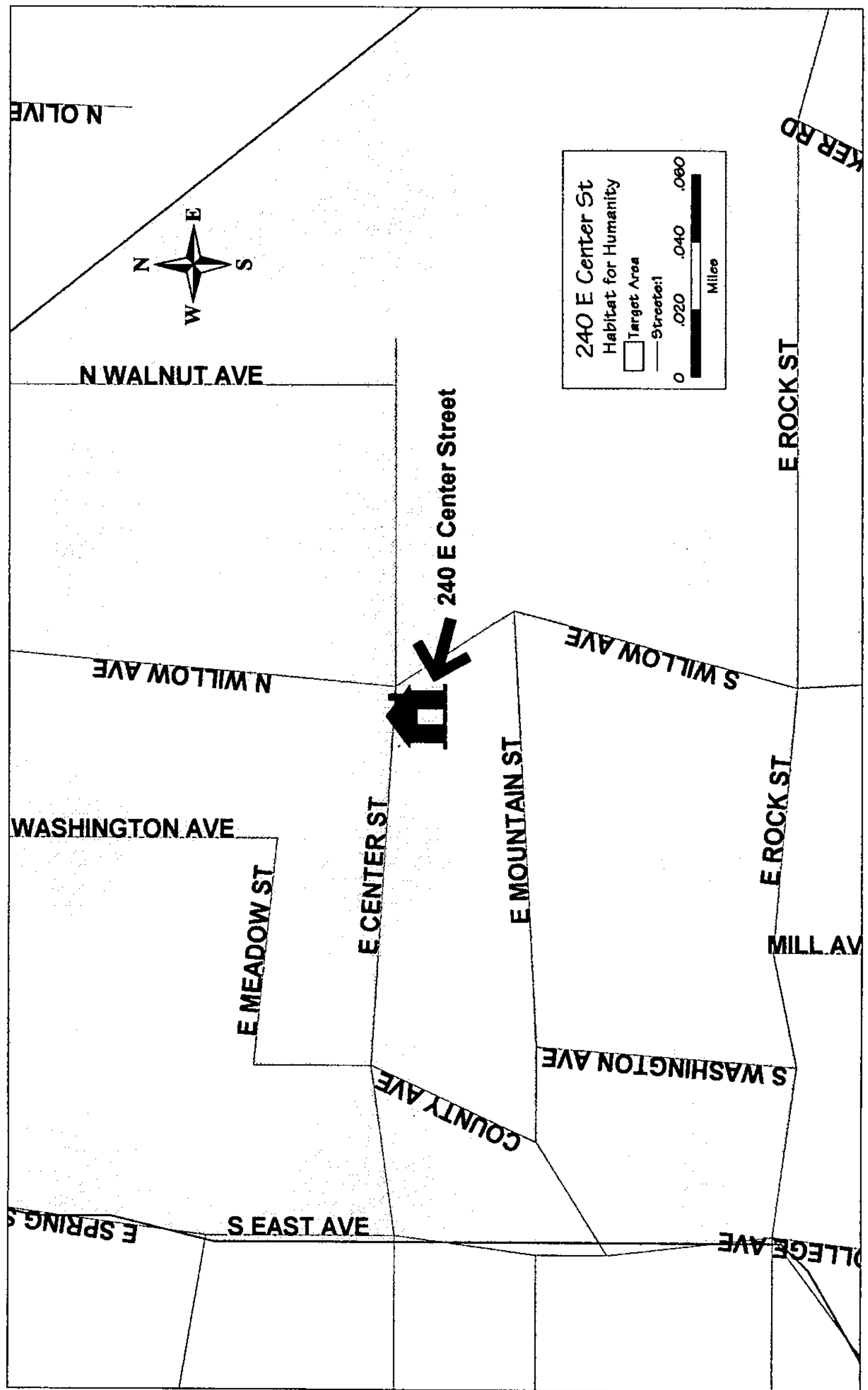
Staff requests approval of the Offer and Acceptance Contract with Mary and Barbara Carr for acquisition of the property. In addition, staff requests a resolution to donate the property to Habitat for Humanity of Fayetteville, Inc. Please call me or Jan Simco if you have questions or if you need additional information.

BRM/js

Attachments: Offer and Acceptance Contract
Appraisal Report
Location Map and Photograph of Exterior of Subject Property

Acquisition Clearance Project

Habitat for Humanity Home Site





CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date March 12, 1998

Investment Offered \$500,000.00 (\$515,000.00 If T - Bill)

Maturity Date Requested September 10, 1998

Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	AWARDED BANK OF ARK
SETTLEMENT DATE	03/12/98	03/12/98	03/12/98	03/12/98
MATURITY DATE	09/10/98	09/10/98	09/10/98	09/10/98
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 5.300

CD INTEREST EARNINGS 13,548.02
INTEREST ON INTEREST
BASIS

CD EFFECTIVE YIELD 5.434

T - BILL EFFECTIVE YIELD

T - NOTE/OTHER
EFFECTIVE YIELD

INVESTMENT NUMBER 5660001121

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY



3-12-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date March 19, 1998

Investment Offered \$780,000.00 (\$800,000.00 if T-Bill)

Maturity Date Requested September 10, 1998

Number of Days 175 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	03/19/98	03/19/98	03/19/98	03/19/98
MATURITY DATE	09/10/98	09/10/98	09/10/98	09/10/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	175	175	175	175

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	5.100	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		19,537.19		
CD EFFECTIVE YIELD		5.224 /		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014629

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY



3-19-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date March 19, 1998

Investment Offered \$780,000.00 (\$800,000.00 if T-Bill)

Maturity Date Requested September 10, 1998

Number of Days 175 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	03/19/98	03/19/98	03/19/98	03/19/98
MATURITY DATE	09/10/98	09/10/98	09/10/98	09/10/98
DISCOUNT OR COUPON RATE	4.990	4.900		5.005
YIELD	5.190	5.089		5.210
DAYS BID	175	175	175	175

T-BILL BIDS

CALCULATED YIELD	5.186	5.089		5.201
FACE VALUE	800,000.00	800,000.00		800,000.00
BOOK VALUE	780,591.67	780,944.44		780,536.11
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	19,408.33	19,055.56		19,463.89

T-NOTE/OTHER BIDS

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

CD BID

No Bid

CD INTEREST EARNINGS
INTEREST ON INTEREST
BASIS

CD EFFECTIVE YIELD

T-BILL EFFECTIVE YIELD	5.186	5.089		5.201
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T-NOTE/OTHER
EFFECTIVE YIELD

INVESTMENT NUMBER 6014629

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY



3-19-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE



GREETINGS FROM **FRIENDS FOR FAYETTEVILLE**

April 7, 1998

Mayor Fred Hanna and City Council Members
City Administration Building
113 W. Mountain Street
Fayetteville, AR 72701

Re: Town Center/Exhibition Hall

Honorable Mayor and Council Members:

The Friends For Fayetteville mission is to promote and enhance Fayetteville's quality of life (beauty, economy, environmental quality, health, heritage, safety and sense of community), through research, education and citizen participation in planning and development issues. It is our opinion that a good town center will enhance a sense of community in a beautiful yet economical way. It is not clear to us that the proposed town center will meet this standard. For the reasons outlined below, we ask that the City delay approving the issuance of bonds for this facility. We also ask that the voters be allowed to decide whether to provide additional funds, if building costs are expected to be greater than \$7 million, which was already approved by the voters.

1. We want a beautiful facility we can be proud of. We hope the building facade utilizes native stone and other long-lasting, attractive materials. We understand that one cost-cutting idea is to use a type of stucco. This material has a short life expectancy, relative to stone and brick. Moreover, it may require costly maintenance more often in order to look attractive. Brick and native stone, on the other hand, will last indefinitely with little maintenance. We hope that cost-cutting measures don't compromise the beauty of the downtown square.

2. When the citizens of Fayetteville voted on the bond issue for a town center, the citizens voted for a TOWN CENTER. A town center is a facility that is accessible to the citizens. Accessibility means having meeting rooms available at no charge and public bathrooms open during events on the square. If it is not feasible to provide bathrooms and meeting space for Fayetteville's residents in this facility, let's not call it a town center. Let's call it what it is — an exhibition hall. The city and community groups can hopefully address the need for bathrooms and meeting spaces at some other facility.

3. It is unclear what the total cost of the facility will be. We have several specific concerns about this.

A. First is the long term cost of using cheaper materials which will require expensive maintenance. Won't city taxpayers be better served by paying on the front end for permanent materials?

B. Second, we have two concerns about cost estimates that the architect, Mr. Alderman, provided to the A & P Commission.

1. Apparently, the cost estimates don't include the costs of the land needed for the plaza -- the entrance to the facility, nor do they include landscaping costs.

2. We are concerned about the source of the cost estimates that Mr. Alderman provided. We understand that the estimates were provided by the architect himself, rather than by an independent source. It seems that a better source of cost estimates would be an independent source, such as a building contractor.

C. Our third concern is about indirect costs. Will property values on the square rise as a result of the presence of the proposed facility? Will certain businesses be priced out of the area? Does the City expect a transition on the square as a result of the addition of the proposed facility? It seems that if these things are thought out and planned for, then the continuing success of the square is more certain.

4. Our final concern is with the ownership of the facility. Will the facility be publicly or privately owned? And who will operate the facility? The answer to these questions potentially raises many other questions.

Friends For Fayetteville supports efforts that keep the downtown square viable economically and as a community center. We would support a town center that enhances a sense of community, attractively and economically. We are unsure that without further work, this facility will accomplish those goals. We ask that the City delay approving issuance of the bonds until these questions have been satisfactorily answered.

Respectfully,



Sue Clemons
Vice-Chair, Board of Directors

cc: Richard Alderman, AIA

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 3/31/98

HANDOUTS:

Township Training
John McCord Petition for Improvement District

DISTRIBUTED TO:

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

NOTES:

March 26, 1998

Honorable Fred Hanna, Mayor
City Administration Building
119 W. Mountain St.
Fayetteville, AR 72701

Re: Petition to form Fayetteville Municipal Property Owners'
Improvement District No. 4 – Hawg Heaven Subdivision Project

Dear Mayor:

Pursuant to Ark. Code Ann. 14-94-105 (e) (3), you are hereby notified that the enclosed Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project has been filed in the office of the Fayetteville City Clerk. Pursuant to Ark. Code Ann. Sec. 14-94-106 (a) (1), I hereby present you with the Petition.

Sincerely,

A handwritten signature in cursive script, reading "Heather Woodruff".

Heather Woodruff,
Fayetteville City Clerk

CC: Mr. Jerry Rose, City Attorney
Mr. James N. McCord

TO: Fayetteville City Council
FROM: Mayor Fred Hanna
DATE: March 31, 1998
RE: Petition to Form Fayetteville Municipal Property Owners'
Improvement District No. 4 - Hawg Heaven Subdivision Project

Pursuant to Ark. Code Ann. Sec. 14-94-106(a)(2), I hereby set Tuesday, April 7, 1998 at 6:30 p.m. as the date and time for a hearing before the Fayetteville City Council for consideration of the Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 4 - Hawg Heaven Subdivision Project..

Ark. Code Ann. Sec. 14-94-106(b)(1) provides that, at the hearing, it shall be the duty of the governing body to hear the petition and to ascertain whether those signing the petition constitute all the owners of the real property to be located in the district. Ark. Code Ann. Sec. 14-94-106(b)(2)(A) provides that if the governing body determines that all the owners of the real property to be located in the district have petitioned for the improvements, it shall be its duty by ordinance to establish and layoff the district as defined in the petition and to appoint the commissioners named in the petition.

cc: Mr. Jerry Rose, City Attorney
Mr. James N. McCord

ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH AND LAY OFF
FAYETTEVILLE MUNICIPAL PROPERTY
OWNERS' IMPROVEMENT DISTRICT NO. 4 –
HAWG HEAVEN SUBDIVISION PROJECT.**

WHEREAS, a Petition to form Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project has been filed with the Fayetteville City Clerk; and,

WHEREAS, notice of the filing of the petition for creation of such district has been given by first class mail to the Mayor by the City Clerk; and,

WHEREAS, the City Clerk has presented said petition to the Mayor; and,

WHEREAS, the Mayor has set April 7, 1998, at 6:30 p.m. as the date and time for a hearing before the Fayetteville City Council for consideration of said petition; and,

WHEREAS, the Fayetteville City Council has determined from an abstractor's certificate of property ownership that those signing said petition constitute all the owners of the real property to be located in said district; and,

WHEREAS, the Arkansas Municipal Property Owners' Improvement District Law provides that if the governing body determines that all the owners of the real property to be located in the district have petitioned for the improvements, it shall then be its duty by ordinance to establish and lay off the district as defined in the petition and to appoint the commissioners named in the petition.

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

SECTION 1: That the real property described in Exhibit "A" attached hereto and made a part hereof is hereby established and laid off as Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project for the purpose of constructing and installing facilities for waterworks, recreation, drainage, gas pipelines, underground trenches and excavations necessary for the installation of electric and telephone distribution systems, sanitary sewers, streets including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing within said district.

Page 2
Ordinance No. _____

SECTION 2: The following three individuals are hereby appointed as commissioners of said improvement district: Christopher Shawn Adams, Charles Wright, and Michele Adams..

SECTION 3: The name of said improvement district shall be Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project.

PASSED AND APPROVED this ____ day of _____,
1998.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

* A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 20, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID NE1/4 OF THE NE1/4 OF SAID SECTION 20, SAID POINT OF BEGINNING BEING A FOUND IRON PIN; THENCE ALONG THE SOUTHERLY OF SAID NE1/4 OF THE NE1/4 OF SAID SECTION 20, S 89°28'35" W 495.00 FEET TO A SET IRON PIN; THENCE N 00°42'31" W 975.94 FEET TO A SET IRON PIN; THENCE N 89°46'09" E 41.28 FEET TO A FOUND IRON PIN; THENCE N 87°35'10" E 138.61 FEET TO A FOUND IRON PIN; THENCE N 01°53'24" W 50.07 FEET TO A SET IRON PIN; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF ROCHIER STREET, N 89°53'43" E 450.18 FEET TO A SET IRON PIN; THENCE S 38°32'52" W 64.35 FEET TO A FOUND IRON PIN; THENCE ALONG A CURVE TO THE LEFT 268.10 FEET, SAID CURVE HAVING A RADIUS OF 190.04 FEET AND A LONG CHORD OF S 02°57'15" E 246.46 FEET TO A SET IRON PIN; THENCE S 43°05'17" E 103.45 FEET TO A SET IRON PIN; THENCE ALONG THE WEST RIGHT-OF-WAY OF PARIS AVENUE S 00°13'51" E 62.00 FEET TO A SET IRON PIN; THENCE N 89°46'09" E 50.00 FEET TO A SET IRON PIN; THENCE ALONG THE EAST RIGHT-OF-WAY OF PARIS STREET, N 00°13'51" W 49.72 FEET TO A SET IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY S 76°26'17" E 256.47 FEET TO THE WESTERLY RIGHT-OF-WAY OF ST. LOUIS AND SAN FRANCISCO RAIL ROAD; SAID POINT BEING A SET IRON PIN; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT 900.00 FEET, SAID CURVE HAVING A RADIUS OF 1,302.69 FEET AND A LONG CHORD OF S 31°30'40" W 804.95 FEET TO A SET IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY N 00°27'31" W 170.50 FEET TO THE POINT OF BEGINNING, CONTAINING 17.76 ACRES, MORE OR LESS.

SAID LANDS ALSO BEING DESCRIBED AS FOLLOWS, TO-WIT:

LOTS EIGHT (8) THROUGH TWELVE (12), INCLUSIVE, BLOCK FOUR (4), ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

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A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH FOR A PUBLIC STREET RUNNING FROM THE SOUTH LINE OF ROCHIER STREET TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED AND OF RECORD AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH LYING EAST OF AND INSIDE A LINE WITH THE FOLLOWING DESCRIBED CURVATURE: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING ALSO 562.62 FEET EAST AND 299.84 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, AND RUNNING THENCE S 89°59' W 429.36 FEET ALONG THE SOUTH LINE OF ROCHIER STREET TO THE POINT OF BEGINNING OF THE WEST LINE OF THE STRIP OF LAND HEREIN CONVEYED; THENCE S 37°43' W 64.00 FEET TO THE P.C. OF A 30 DEGREE 09' CURVE TO THE SOUTHEAST; THENCE CURVING SOUTHEASTERLY ALONG SAID CURVE 267.64 FEET TO THE P.T. OF SAID CURVE, THIS CURVE LINE BEING ON THE WEST AND OUTSIDE LINE OF RIGHT OF WAY OF THE 50 FOOT STRIP HEREIN CONVEYED FOR STREET; THENCE S 43° E, 103.45 FEET ON TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED; THENCE SOUTH 62 FEET TO THE NORTH END OF PARIS AVENUE AT THE NORTHWEST CORNER THEREOF AS NOW PLATTED; THENCE EAST FIFTY (50) FEET; THENCE NORTH 84 FEET TO THE SOUTH LINE OF GRANDVIEW STREET AS FORMERLY PLATTED AND THE PORTION OF WHICH IS NOW CLOSED; THENCE NORTHWESTERLY TO THE EAST LINE OF THE STREET HEREIN CONVEYED.

AND

LOTS ONE (1) THROUGH THIRTEEN (13), INCLUSIVE, BLOCK NINE (9); AND LOTS ONE (1) THROUGH EIGHTEEN (18), INCLUSIVE, BLOCK TEN (10), ALL IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

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LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS, TO-WIT:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A SET IRON PIN WHICH IS S 89°46'09" W 172.90 FEET AND S 00°13'51" E 291.35 FEET FROM THE NORTHEAST CORNER OF SAID NE1/4 OF THE NE1/4 OF SAID SECTION 20, THENCE S 00°13'51" E 330.00 FEET; THENCE S 89°46'09" W 317.84 FEET; THENCE N 00°42'31" W 275.00 FEET; THENCE N 89°46'09" E 41.28 FEET; THENCE N 87°35'10" E 138.61 FEET; THENCE N 01°53'24" W 50.07 FEET; THENCE N 89°53'43" E 141.79 FEET TO THE POINT OF BEGINNING, CONTAINING 2.20 ACRES, MORE OR LESS, SAID DESCRIBED TRACT CONSISTING OF LOTS 8, 9, 10 AND 11, BLOCK 5 AND LOTS 8, 9, 10, 11, AND 12, BLOCK 4 OF PREVIOUS PLATTED ROCHER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EXHIBIT "A"
page 2

NOTICE

YOUR SIGNATURE HEREON SHOWS THAT YOU FAVOR THE ESTABLISHMENT OF AN IMPROVEMENT DISTRICT. IF THE DISTRICT IS FORMED, YOU MAY BE CHARGED FOR THE COST OF THE IMPROVEMENTS.

BEFORE THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS

IN RE: PETITION TO FORM FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 4 – HAWG HEAVEN SUBDIVISION PROJECT

For their Petition to form Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project, Christopher Shawn Adams, Charles Wright and Linda Jan Wright state:

1. Petitioners are the record title owners to all of the real property described in Exhibit "A" attached hereto and made a part hereof as reflected by the deed records in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. All of said property is located within the corporate limits of the City of Fayetteville, Arkansas.

2. Petitioners desire that the real property described in Exhibit "A" attached hereto and made a part hereof be laid off into a Municipal Property

Owners' Improvement District pursuant to Ark. Code Ann. Sec. 14-94-101 et seq. for the purpose of purchasing, constructing, or maintaining waterworks, recreational facilities, drainage, gas pipelines, underground trenches and excavations necessary for the installation of electric and telephone distribution systems, sanitary sewers, streets and highways including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing.

3. Petitioners desire that the district shall not cease to exist upon the acquiring, construction or completion of the improvements, but it shall continue to exist for the purpose of preserving, maintaining, and operating the improvements, replacing equipment, paying salaries to employees, and performing any other functions or services authorized in Arkansas Code Annotated, Title 14, Chapter 94.

4. Petitioners name the following three (3) individuals to be appointed as commissioners for the district: Christopher Shawn Adams, Charles Wright, and Michele Adams.

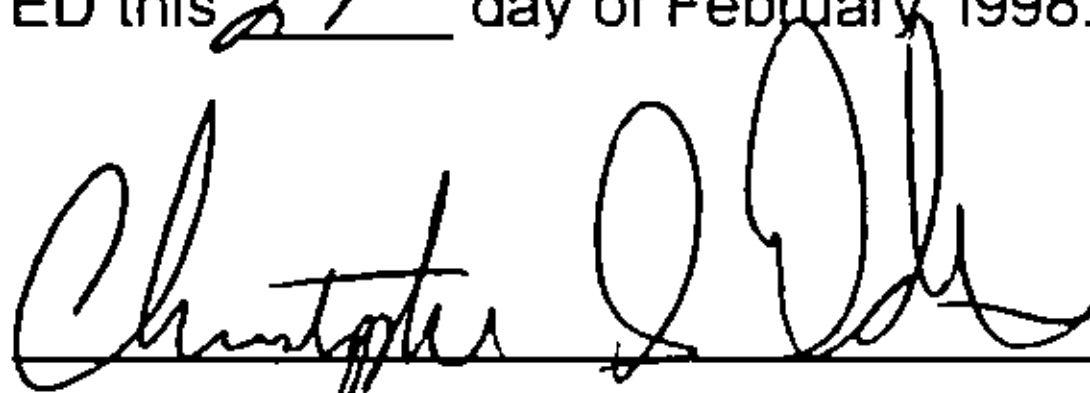
5. Petitioners propose that the name of the district be Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project.

WHEREFORE, Christopher Shawn Adams, Charles Wright, and Linda Jan Wright petition the City Council of Fayetteville, Arkansas to adopt an ordinance establishing and laying off the real property described in Exhibit "A" attached hereto and made a part hereof into Fayetteville Municipal property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project for the purpose

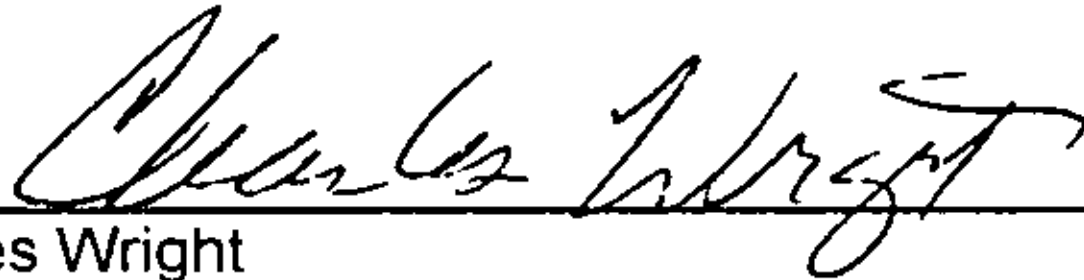
of constructing and installing facilities for waterworks, recreational facilities, drainage, gas pipelines, underground trenches and excavations necessary for the installation of electricity and telephone distribution systems. sanitary sewers, streets including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing.

DATED this 27th day of February, 1998.

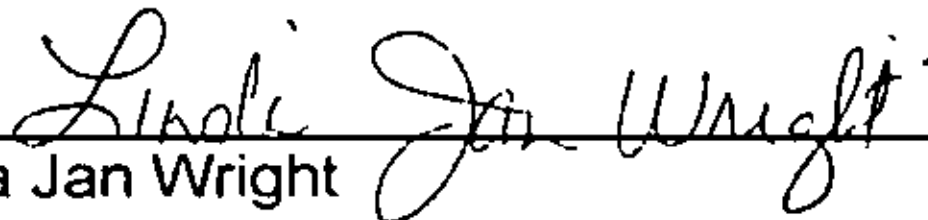
By:



Christopher Shawn Adams



Charles Wright



Linda Jan Wright

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EXHIBIT "A"
page 2

BEFORE THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS

IN REF: PETITION TO FORM FAYETTEVILLE MUNICIPAL PROPERTY
OWNERS' IMPROVEMENT DISTRICT NO. 4 – HAWG HEAVEN
SUBDIVISION PROJECT

ABSTRACTOR'S CERTIFICATE OF PROPERTY OWNERSHIP

Heritage Title and Closing Company of Northwest Arkansas, Inc. hereby certifies that the deed records in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, reflect that Christopher Shawn Adams, Charles Wright and Linda Jan Wright are the record title owners of all the real property described in Exhibit "A" to the Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 4 – Hawg Heaven Subdivision Project, a copy of which Exhibit "A" is attached hereto and made a part hereof.

Dated this 25th day of March, 1998

HERITAGE TITLE AND CLOSING COMPANY
OF NORTHWEST ARKANSAS, INC.

By: Brian M. Linn

EXHIBIT "A"

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ALL THAT PORTION OF THE FOLLOWING DESCRIBED LANDS SITUATE IN SAID BLOCK FIVE (5), BLOCK SIX (6), BLOCK SEVEN (7) AND BLOCK EIGHT (8) OF SAID ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, TO-WIT: A PART OF BLOCKS 5, 6, 7 AND 8 IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AND ALSO A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 6, SAID POINT ALSO BEING 562.62 FEET EAST AND 299.84 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 21, AND RUNNING THENCE S 09°59' W, ALONG THE SOUTH SIDE OF ROCHIER STREET, 429.36 FEET; THENCE S 37°43' W, 64.00 FEET, TO THE P.C. OF A 30 DEGREE 09' CURVE TO THE SOUTHEAST, THENCE CURVING SOUTHEASTERLY ALONG SAID CURVE, 267.64 FEET TO THE P.T. OF SAID CURVE, THIS CURVE BEING ON THE OUTSIDE RIGHT-OF-WAY OF THE STREET HEREIN EXCEPTED FROM THIS CONVEYANCE; THENCE S 43°05' E, 103.45 FEET; THENCE S 76°26' E, 256.47 FEET TO THE WEST SIDE OF PLATTED WAUNETA AVENUE; THENCE N 16°55' E, 453.67 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH FOR A PUBLIC STREET RUNNING FROM THE SOUTH LINE OF ROCHIER STREET TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED AND OF RECORD AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH LYING EAST OF AND INSIDE A LINE WITH THE FOLLOWING DESCRIBED CURVATURE: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING ALSO 562.62 FEET EAST AND 299.84 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, AND RUNNING THENCE S 09°59' W 429.36 FEET ALONG THE SOUTHERLY OF ROCHIER STREET TO THE POINT OF BEGINNING FOR THE WEST LINE OF THE STRIP OF LAND HEREIN CONVEYED; THENCE S 37°43' W 64.00 FEET TO THE P.C. OF A 30 DEGREE 09' CURVE TO THE SOUTHEAST, THENCE CURVING SOUTHEASTERLY ALONG SAID CURVE, 267.64 FEET TO THE P.T. OF SAID CURVE, THIS CURVE LINE BEING ON THE WEST AND OUTSIDE LINE OF RIGHT-OF-WAY OF THE 50 FOOT STRIP HEREIN CONVEYED FOR STREET, THENCE S 43°05' E, 103.45 FEET ON TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED; THENCE SOUTH 62 FEET TO THE NORTH END OF PARIS AVENUE AT THE NORTHWEST CORNER THEREOF AS NOW PLATTED; THENCE EAST FIFTY (50) FEET; THENCE NORTH 84 FEET TO THE SOUTH LINE OF GRANDVIEW STREET AS FORMERLY PLATTED AND THE PORTION OF WHICH IS NOW CLOSED; THENCE NORTHWESTERLY TO THE EAST LINE OF THE STREET HEREIN CONVEYED.

AND

LOTS ONE (1) THROUGH THIRTEEN (13), INCLUSIVE, BLOCK NINE (9), AND LOTS ONE (1) THROUGH EIGHTEEN (18), INCLUSIVE, BLOCK TEN (10), ALL IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

AND

LOTS ONE (1) AND TWO (2) BLOCK ELEVEN (11), ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

AND

LOTS ONE (1) THROUGH (4), INCLUSIVE, BLOCK TWELVE (12), ROCHEER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS, TO-WIT:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A SET IRON PIN WHICH IS S 89°46'09" W 172.90 FEET AND S 00°13'51" E 291.35 FEET FROM THE NORTHEAST CORNER OF SAID NE1/4 OF THE NE1/4 OF SAID SECTION 20, THENCE S 00°13'51" E 330.00 FEET; THENCE S 89°46'09" W 317.84 FEET; THENCE N 00°42'31" W 275.00 FEET; THENCE N 89°46'09" E 41.20 FEET, THENCE N 07°35'10" E 138.61 FEET, THENCE N 01°53'24" W 50.07 FEET; THENCE N 89°53'43" E 141.79 FEET TO THE POINT OF BEGINNING, CONTAINING 2.20 ACRES, MORE OR LESS, SAID DESCRIBED TRACT CONSISTING OF LOTS 8, 9, 10 AND 11, BLOCK 5 AND LOTS 8, 9, 10, 11, AND 12, BLOCK 4 OF PREVIOUS PLATTED ROCHEER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EXHIBIT "A"
page 2

FAYETTEVILLE

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D. MCCARTY, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Jerry E. Rose, City Attorney 

Date: March 24, 1998

Re: Appeal of A.B.C. decision to license the dispensing of alcoholic beverages within 100 feet of the U.B.C. Youth Building.

At the request of Mayor Hanna, I filed suit this week appealing the decision of the State A.B.C. Board decision to license a private club and beer establishment at 401 Watson Street. I attach a copy of the Board Decision.

It has always been my policy not to file suit on behalf of the City without City Council approval. I have no choice but to file suit since the time for appeal would have run before the council next meets. Please place it on your agenda for the April 7, 1998 meeting to instruct me how or if to proceed.

I believe the Board Decision and petition speak for themselves but If I can provide you with any further information, please don't hesitate to call.

/cbp



STATE OF ARKANSAS
ALCOHOLIC BEVERAGE CONTROL DIVISION

100 Main Street
Suite 503
Little Rock, Arkansas 72201
Telephone (501) 682-1105

Robert S. Moore, Jr.
Director

Donald R. Bennett
Attorney

Milton R. Lueken
Attorney

BOARD MEMBERS:

Tony Ellis, Chairman
Dr. Carl E. Hyman
Michael Butler
Ronald Fuller
Robert L. Cohee

IN THE MATTER OF:
APPLICATION OF JOHN P. PEARSON
PRIVATE CLUB AND BEER - NEW
DBA: DICKSON STREET LIVE, INC.
401 WATSON STREET
FAYETTEVILLE, ARKANSAS

BOARD DECISION

On the 18th day of February, 1998, the Alcoholic Beverage Control Board did convene at Little Rock, Arkansas, for its regular monthly meeting. In attendance were Tony Ellis, Chairman; together with Dr. Carl Hyman, Michael Butler, Ron Fuller, and Robert Cohee, Members.

There appeared at the hearing the applicant, John Pearson, who was represented by his attorney, Marshall Carlisle. There was one person present in opposition to the application.

After considering all notes, memoranda, and sworn testimony, it is found:

REVIEW OF EVIDENCE OFFERED

1. Tom Pearson, father of the applicant, testified that he owns the building which is the proposed site for the private club and that it contains approximately fifteen thousand square feet. Mr. Pearson stated that the University Baptist Church Youth Building across the street from the proposed location of the private club is not used for church

services. Mr. Pearson stated that the only egress and ingress on the University Baptist Church side of the building was a fire exit, which is very rarely used. Mr. Pearson testified that the restroom facilities will be installed and that in the past this building had been rented to persons who had private parties which had, on occasion, caused problems for the Fayetteville Police Department. Mr. Pearson testified that if his son were granted the private club permit that he would have more control over the patrons at the private club. Mr. Pearson stated that his son owns Play It Again Sam's in Fayetteville which is a restaurant with a mixed drink permit.

2. John Pearson testified in support of the application. Mr. Pearson stated that he has operated Play It Again Sam's for one year without any problems with the Fayetteville Police or with the Alcoholic Beverage Control. Mr. Pearson further stated that he felt that he should not be held responsible for problems which had been caused at the building by other tenants.

3. Sgt. Ron Carroll of the Fayetteville Police Department testified in opposition to the application. Sgt. Carroll testified that Chief Watson objected to the application because the University Baptist Church had complained about private parties that had been held in the building in the past. Sgt. Carroll further testified that there was inadequate parking for all of the outlets with ABC permits in the area and that the Fayetteville Police had arrested drunks in the parking lot who were not only drinking in the parking lot but were urinating in the parking lot as well. Sgt. Carroll also testified that the Chief of Police was concerned because the proposed outlet was located only ninety four feet from the University Baptist Church Youth Center.

FINDINGS OF FACT

The Board finds that John Pearson is a qualified applicant and that he will make an economic investment in the area. The Board finds that the applicant will address the concerns of the Fayetteville Police Department and that he will be able to better control the situation at the proposed location with a private club permit granted by the ABC. The Board further finds that there were no objections to the application from the University Baptist church.

CONCLUSIONS OF LAW

Act 132 of 1969, as amended and now codified, provides that non-profit organizations meeting certain qualifications shall have the privilege of applying for a private club mixed drink license which allows the dispensing of alcoholic beverages within the confines of the club property. The law also provides that the application may be granted by this Board if it is qualified to be received by this agency and if it is in the public interest. It is included as a matter of law that the application is qualified to be received and that the application is in the public interest and that the same should be granted.

WHEREFORE, by motion made, seconded, and passed unanimously by a vote of 5-0, the application shall be and the same is hereby GRANTED conditional upon receipt of bond, health department approval, and final inspection by ABC Enforcement.

DONE AT LITTLE ROCK, ARKANSAS, this 18th day of February, 1998.

ALCOHOLIC BEVERAGE CONTROL BOARD



TONY ELLIS, CHAIRMAN

TE/ML/kb

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

CITY OF FAYETTEVILLE, ARKANSAS

PETITIONER

vs.

Case No. CIV 98-327

STATE OF ARKANSAS, ALCOHOLIC BEVERAGE
CONTROL DIVISION/BOARD

RESPONDENT

IN THE MATTER OF: Application of John P. Pearson,
Private Club and Beer - New,
d/b/a: Dickson Street Live, Inc.,
401 Watson Street, Fayetteville, Arkansas

PETITION FOR JUDICIAL REVIEW

FILED FOR RECORD
98 MAR 24 PM 4 26
WASHINGTON CO AR
K. HARNES

Comes now the Petitioner, the City of Fayetteville, Arkansas, a Municipal Corporation, ("the City"), by and through its attorney, Jerry E. Rose, City Attorney, and files this its Petition for Judicial Review of the Board Decision of the State of Arkansas Alcoholic Beverage Control Board/Division, ("the Agency"), dated February 18, 1998, In the Matter of: Application of John P. Pearson, Private Club and Beer - New, D/B/A: Dickson Street Live, Inc., 401 Watson Street, Fayetteville, Arkansas, (hereinafter "the Board decision") and in support thereof would allege:

1. This Petition for Review is brought pursuant to A.C.A. §3-2-216 and §25-15-212.
2. The City of Fayetteville believes that the Board Decision is not in the best interests of the public health, safety and welfare of the citizens of Fayetteville and accordingly the City considers itself injured in its person, business and/or property by the Board Decision which constitutes final agency action.
3. The City requests by service of this Petition that the Agency transmit to the Court pursuant to A.C.A. §25-15-212(d)(1) the original or a certified copy of the entire record of the Board Decision.

4. The City requests the Court hear oral argument and receive written briefs of the issues of the Petition of Judicial Review.

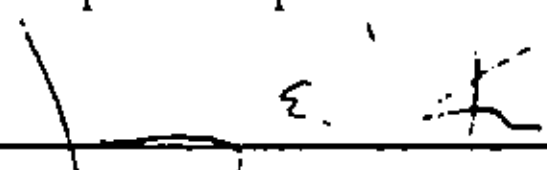
5. The City asserts that the Board Decision to permit the dispensing of alcoholic beverages within 100 feet of an existing church building used for a church youth ministry constitutes a violation of statutory provisions and/or city ordinances, was in excess of the agency's statutory authority, was not supported by substantial evidence of record, and/or was arbitrary, capricious or characterized by abuse of discretion on the part of the agency and, accordingly substantial rights of the City have been prejudiced.

6. The City specifically reserves the right to amend its petition.

WHEREFORE, Petitioner respectfully requests the honorable court reverse the Board Decision of the Agency and deny the application of John P. Pearson, d/b/a Dickson Street Live, Inc. to dispense alcoholic beverages on premises at 401 Watson Street and for all other just and proper relief.

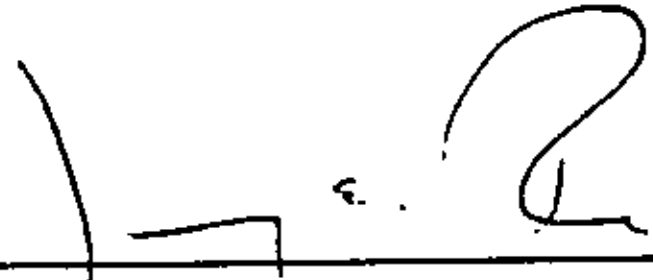
RESPECTFULLY SUBMITTED,

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation.

By: 
Jerry E. Rose, #81138
City Attorney
113 West Mountain
Fayetteville, AR 72701
(501)575-8313

CERTIFICATE OF SERVICE

I, Jerry E. Rose, hereby certifies that on this 25th day of March, 1998, I have caused to be deposited in the certified U.S. Mail, postage prepaid a true and correct copy of the above and foregoing Petition for Judicial Review: Milton Lueken, Alcohol Beverage Control Division, 100 Main Street, Little Rock, AR 72201; Marshall Carlisle, 16 N. Spring Street, Fayetteville, AR 72701; and John P. Pearson, 1101 West Ridgeway Drive, Fayetteville, AR 72701.



Jerry E. Rose

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

MEMO

To: Mayor Hanna & City Council
From: Charles E. Venable *ce*
Subject: Questions Concerning Dilapidated Properties
Date: March 31, 1998

During the March 10 Agenda Session, questions were asked regarding the status of several properties that are in a state of disrepair. Following is a brief summary of the status of these properties.

1. **20 S. Hill**

Owner: Jerry Allred

A resolution was submitted to the Council on May 20, 1997, for the raze and removal of the structure. The Council tabled this resolution and no further action has been taken. It is my understanding that the insurance litigation is to be heard on June 26, 1998. The building at last inspection was secure.

2. **226 N. School**

Owner: Tim Klinger

A resolution was submitted to the Council for the raze and removal of the structure on July 1, 1997. The Council tabled this resolution pending work to be done by Mr. Klinger (copy of letter setting forth the time frame of the work is attached). As can be seen, construction is to begin this spring. To date, we have not received anything from Mr. Klinger. Cooperation with the Inspection division concerning the security of the building is ongoing.

3. **214 S. Block**

Owner: Jill Jacoway

Ms. Jacoway has begun the demolition process. Some of the work has been done (i.e., the removal of the siding). Inspection has requested that the work be expedited. On March 23, we received a copy of a letter (see Attachment "B") from the School of Architecture which has agreed to demolish the building as a field classroom project. The work is scheduled to begin April 6 and conclude April 29.

4. **2173 Deane**

Owner: William Weatherford

A fire occurred at this location in 1996 and Mr. Weatherford was issued a building permit on June 6, 1997, to rebuild the house. Unfortunately, another fire occurred on June 30, 1997, that heavily damaged the structure. The building permit expired on December 6, 1997. A letter was submitted to Mr. Weatherford on December 9, 1997, informing him that unless action on his part was taken, the issue would be forwarded to the City Council for raze and removal. No action has been taken by the property owner to date; therefore, a resolution has been submitted for the Council Meeting of April 7, 1998, for raze and removal of the building.

Attachments

cc: Jerry Rose
Kevin Crosson
Bert Rakes

KLINGER & MARTIN

ATTORNEYS AT LAW

P.O. BOX 1064

~~301 WEST MOUNTAIN STREET~~

FAYETTEVILLE, ARKANSAS 72702

(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTINMr. Bert Rakes, Inspection Division Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

30 June 1997

575-8235
575-8316 (FAX)RE: Old Ozark Mountain Sports building
226 North School Street

Dear Bert:

I appreciate you and Mike McKimney meeting with me at the School Street property on Thursday morning. We will begin securing the property as soon as the electric service is reestablished.

My understanding is that with a design schedule that can be met, all in support of a future building permit to be issued by your department for actual renovation and construction, you will recommend to the staff who will in turn recommend to the Board, that the pending resolution should be withdrawn or tabled.

I also understand that our architect Cal Canfield, discussed these issues with you on Friday afternoon and that you encouraged Cal to develop a schedule that was feasible and that could be met. Cal has provided me with the following design schedule:

- preparation of preliminary design - 2 - 3 months
- preparation of construction documents - 3 - 4 months
- total design effort completed within 7 months
- construction to begin in the Spring of 1998

I also toured the property with a representative of my bank who has stated that funding is available to complete the renovation and construction for a structure that is substantially similar to that originally presented to the City in 1994.



209 Nol Walker Hall • Fayetteville, Arkansas 72701 • (501) 575-4705 • (501) 575-7429 (FAX)

Department of Architecture

March 23, 1998

Jill Jacoway
Suite 203
26 West Center St.
P.O. Drawer 3456
Fayetteville, AR 72702

Re: Demolition Project - 214 S. Block St.

Dear Ms. Jacoway:

This letter is to summarize the understanding of the responsibilities between the School of Architecture, University of Arkansas and yourself, Jill Jacoway, regarding the demolition of the house you own at 214 S. Block Street. If you are in agreement with the terms listed, please sign below.

We understand the City of Fayetteville has requested the demolition of the house. From conversations with Bert Rakes, the City Building Inspector, on March 17th and 19th, we understand no demolition permits, notifications, or other regulations are required or in effect.

We understand asbestos containing material consisting of transite siding shingles, has been removed from the building site by R.D. Dexter, Contractor, and disposed of according to Washington County EPA regulations. It is our understanding there are no asbestos materials remaining at the site and you will provide a letter stating such from the Contractor.

The participants of the demolition project will be 30 undergraduate students from the School of Architecture under the guidance of two faculty members - Eva Kultermann and Scott Wing. Work will commence on April 6th and conclude on April 29th, 1998. We anticipate, but do not guarantee, demolition will be complete down to the level of the first floor and basement walls. As Owner, you will be responsible for any construction material remaining after we conclude our work on April 29.

The School of Architecture will endeavor to recycle and reuse materials where feasible. As Owner, you agree to permit the School to take possession of such materials. In addition, the demolition site will be used as a field classroom; experts on building technology, preservation, and recycling will visit the site.

Attachment is

Jill Jacoway
March 23, 1998
Page Two

As Owner, you will be responsible for the costs incurred for construction waste disposal. We estimate two or three 30 yard dumpsters will be needed for the anticipated amount of demolition completed by April 29. U.S.A. Waste has provided an estimate of \$375. per dumpster for full disposal services. They require a line of credit or prepayment. A second type of waste disposal required is a "port-a-potty". We estimate a cost of \$70. for the month.

We look forward to a valuable learning opportunity for our students and the general public, and, hopefully, some measure of assistance to you.

Sincerely,


Scott Wing
Assistant Professor


Jill Jacoway, Owner, 214 S. Block St.

I understand that the University will provide liability insurance to cover all students while working on the project.

cc: Bert Rakes, City of Fayetteville, Building Inspector
Dan Bennett, Dean, School of Architecture

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of April 21, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve

AD98-5.00: ADMINISTRATIVE ITEM (ADVANCED TOWING BARBED WIRE FENCE) 331 WEST POPLAR STREET. Submitted by Nick Jeffries of Advanced Towing for property located at 331 West Poplar Street. The request is to allow barbed wire on the fence surrounding the impound lot for this business.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Staff forwards the Planning Commission discussion and Mr. Jeffries request to allow barbed wire on the fence surrounding the impound lot.

Division Head

Date

Department Director

Date

Administrative Services

Date

Director

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#:

Orig Contract Date:

ADVANCED TOWING SERVICE INC.

"PARKING MANAGEMENT SPECIALISTS"

331 WEST POPLAR STREET
FAYETTEVILLE AR 72703
OFFICE - (501) 442-5056
FAX - (501) 442-6746

NICK JEFFRIES, PRESIDENT

March 24, 1998

Fayetteville City Council
City Administration Building
113 West Mountain
Fayetteville AR 72701

To the Honorable Members of the City Council:

It was suggested by the Planning Commission at their meeting of March 23, 1998, that I appeal to the City Council for a remedy to an awkward situation in which I find my business.

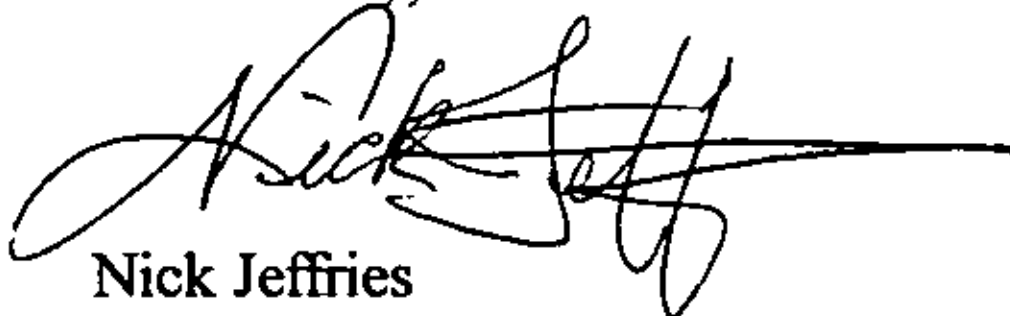
The Fayetteville Police Department has indicated that they would utilize my company, Advanced Towing, if I can meet their requirement of barbed wire on top of a secure, fenced area. However, this requirement runs contrary to Fayetteville Zoning Code 160.118 which states that barbed wire is not permitted.

Planning Commissioner Watkins stated that under their present ordinance there is no basis for a waiver and the remedy would lie with the City Council and not the Planning Commission. Chairman Odom added that he would support this recommendation.

Therefore, I respectfully request that the City Council allow me to appeal the decision regarding a waiver so that my business can meet Police Department requirements.

Alett Little, Director of Planning, has kindly agreed to answer any questions which you may have. Thank you for your consideration of this request.

Yours Truly,

A handwritten signature in black ink, appearing to read "Nick Jeffries", with a long horizontal flourish extending to the right.

Nick Jeffries
President
Advanced Towing Service, Inc.

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A regular meeting of the Planning Commission was held March 23, 1998, at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Phyllis Johnson, Lorel Hoffman, Lee Ward, Gary Tucker, Bob Estes, Robert Reynolds, John Forney, Conrad Odom, John Watkins

STAFF PRESENT: Jim Beavers, Alett Little, Tim Conklin, Dawn Warrick, and Debra Humphrey

ITEMS REVIEWED:	ACTION TAKEN
LS 98-9.00: Lot Split (Sam Rogers)	Approved
AD 98-6.00: Parking Waiver (Joe Fennel)	Approved
AD 98-8.00: Administrative Item (Amendment to Parking Lot Ordinance)	Approved
CU 98-6.00: Conditional Use (Audra Lee)	Approved
RZ 98-6.00: Rezoning (The Dinerstein Companies)	Approved
AD 98-5.00: Administrative Item (Advanced Towing Barbed Wire Fence)	Denied
AD 98-9.00 Administrative Item (Christian Life Church Access Road)	Denied
AD 98-11.00 Administrative Item (Stonebridge Meadows Sign)	No action

APPROVAL OF THE MINUTES

The minutes were approved as distributed.

AD 98-5.00: ADMINISTRATIVE ITEM (ADVANCED TOWING BARBED WIRE FENCE) 331 WEST POPLAR STREET

Submitted by Nick Jeffries of Advanced Towing for property located at 331 West Poplar Street. The request is to allow barbed wire on the fence surrounding the impound lot for this business.

The applicant is requesting a variance from the following parts of the zoning code

§160.118 Buffer strips and screening.

(C) Fence required. Required fences shall be of a wood or chain link type (barbed wire not permitted) not less than six feet high, constructed of good, substantial material, of first-class workmanship, and so erected as to resist wind pressure, ensure public safety, and present a neat, attractive uniform appearance.

(D) Screening required.

- (1) At the expense of the owner or lessee of the property, and in all zones, the following uses shall be completely surrounded by a view obscuring fence or by view-obscuring vegetation, or a combination of the two, of sufficient height to prevent the view of the premises from

vehicular and pedestrian traffic on adjacent streets: outdoor storage yards, including, but not limited to, auto salvage yards, scrap metal yards, used furniture yard, and garbage dumps. Where vegetation is used to meet the requirements of this subsection or subsection (2) below, the vegetation shall be planted at a density sufficient to become view obscuring within two years from the date of planting. If vegetation planed under this subsection does not become view-obscuring within two years, a view-obscuring fence shall be installed.

The applicant has requested the variance in order to obtain permission from the City Police Department to by on their list of "approved" impound lots. The Police Department has adopted an operating procedure which conflicts with the City's zoning code in that it requires barbed wire at the top of a secure, fenced area.

The applicant was seeking a waiver as allowed by (3) below:

Options for resolution of the conflict:

1. The Police Department change its operating procedure so it does not conflict with the zoning code.
2. The Planning Commission may devise a compromise which would exempt towing yards from the prohibition of barbed wire when adequate screening (board fence or heavy landscaping is in place.)
3. The Planning Commission shall have the authority to waive or grant a variance from the screening requirements prescribed by subsections (1) and (2) above in those instances where strict enforcement would cause practical difficulties due to circumstances unique to the property under consideration when it is demonstrated that such action will be in keeping with the spirit and intent of this section. The planning commission may impose reasonable conditions in the granting of a waiver or variance to ensure compliance or to protect adjacent property. A violation of any such condition shall constitute a zoning violation.

Issues:

1. Is barbed wire necessary for the protection of public health, safety, or general welfare?
2. What is the effect of barbed wire on the community - is it compatible with commercial design standards?

Staff:

Staff noted this was the same report dated February 19, 1998, which was tabled in order to notify adjoining property owners.

Ms. Little stated the barbed wire was a part of the state regulations on towing yards and the City had adopted the state regulations. There was also some discussion about the screening requirements and the need for the police department to see into towing yards for security purposes.

There were no public comments.

Mr. Watkins repeated his concern the variant standard Section 118(D)3 refers to practical difficulties due to circumstances unique to the property, and there had been no showing of anything unique to this property which would warrant a variance. Therefore, under our present ordinance there is no basis for waiver and the remedy Mr. Jeffries seeks would be with the City Council and not with this Commission.

Mr. Odom stated he was in agreement with Commissioner Watkins. He questioned staff if the waiver request was denied based upon this would the applicant have the right to appeal to City Council, and Ms. Little stated he would.

Planning Commission Minutes

March 23, 1998

Page 3

Ms. Hoffman stated the compromise she would like to see would be adding trees which the police could see under and still provide a buffer between the street and barbed wire.

Mr. Jeffries responded in order to get a tree high enough he would have to purchase full-grown trees which would limit his expansion possibilities. He further stated the reason he was requesting for barbed wire was to be added to the police list. Several companies that are not able to tow for the police due to criminal backgrounds, etc. He further stated he has lost business from the police for the past 8 months and his income.

Commissioner Odom stated if Planning Commission denies the waiver request, applicant could appeal to the City Council, and secondly, and request to modify the ordinance.

Commissioner Forney stated the applicant should request the City Council to exempt towing businesses from this ordinance.

Commissioner Odom stated he would support the above recommendation.

Mr. Forney stated he would recommend the exemption be for towing yards that had a contract with the police for towing as opposed to every towing yard, and stated he would be in support of the above recommendation.

Ms. Little responded to a question concerning locations in town where barbed wire is in place. She stated staff was in the process of locating those places which are quite numerous, therefore, the discussion at the Council level would deal with other issues regarding barbed wire.

Mr. Watkins moved this request be denied at this level and the applicant appeal to the City Council to exempt towing businesses from the ordinance completely.

Commissioner Reynolds seconded said motion.

The roll call was called and said vote carried 8-1-0.

**AD 98-5: ADMINISTRATIVE ITEM - ADVANCED TOWING BARBED WIRE FENCE
NICK JEFFRIES - 331 WEST POPLAR STREET**

The next item was an administrative item submitted by Nick Jeffries of Advanced Towing for property located at 331 West Poplar Street. The request is to allow barbed wire on the fence surrounding the impound lot for this business.

Ms. Little explained the applicant was requesting a variance from Section 160.118, Buffer strips and screening, of the Fayetteville Zoning Code. She explained the requested variance was in order to obtain permission from the City Police Department to be on their list of "approved" impound lots. She advised the Police Department had adopted an operating procedure which conflicted with the City's zoning code in that it required barbed wire at the top of a secure, fenced area. She stated it would be necessary to establish the "need" for the barbed wire prior to formalizing a recommendation.

Mr. Jeffries appeared before the Commission and pointed out that, without the barbed wire, anyone could climb the fence and break into vehicles in the impound lot. He stated he was trying to provide a safe place for towed vehicles. He also advised the screening made his job unsafe since he towed vehicles at times against the owner's wishes. He pointed out that, with screening, he would be unable to see if a hostile patron was waiting on him or his employees when they came in with another car.

Mr. Forney pointed out the staff had provided options for resolution of the conflict: (1) the Police Department could change its operating procedure so that it does not conflict with the zoning code; or (2) the Planning Commission may devise a compromise which would exempt towing yards from the prohibition of barbed wire when adequate screening (board fence or heavy landscaping) is in place. He asked if option 2 had been suggested knowing the police department also objected to the screening.

Ms. Little stated staff had not realized that until shortly before the agenda session. She asked the date of the adoption of the regulation by the Police Department.

Sgt. Curtis from the Police Department stated the regulation had been adopted approximately 2 years earlier.

Mr. Forney asked if there were other towing yards within the City used by the Police Department and, if so, how the problem was resolved at those yards.

Sgt. Curtis stated the current towing yards had barbed wire. He reviewed other impound lots within the city.

Ms. Little noted there were two other impound lots that probably would be requesting a waiver.

Ms. Hoffman asked how many vehicles were normally contained in a lot.

Sgt. Curtis advised there usually were 5 - 6 tows per day per lot.

In response to a question from Ms. Little, Mr. Jeffries advised his lot held approximately 15 vehicles. He pointed out that, if a car had been in an accident, it could set on the lot for awhile.

Ms. Little advised she believed it was important for the Planning Commission to make a distinction between vehicles towed for parking violations, etc. versus wrecked vehicles. She pointed out one of the things they were reviewing was appearance. She contended those vehicles that looked like cars on a used car lot should receive different treatment than vehicles which looked like they belonged in a salvage yard.

Mr. Forney suggested using guard dogs which would allow the elimination of the barbed wire. He stated he believed the Commission was in a difficult situation.

Mr. Jeffries pointed out the impound lot owner had greater liability in having guard dogs, noting the dog didn't know the "good guy" from the "bad guy".

Mr. Tucker asked how often Mr. Jeffries had hostile customers he had.

Mr. Jeffries stated he had been in business approximately 7 months and had completed approximately 800 tows and just a few hostile customers.

Ms. Hoffman asked if the neighbors had been notified of the hearing. She also asked if the City had received complaints regarding impound lots.

Ms. Little stated the neighbors had not been notified since it was an administrative item. She advised the Planning Office had received a complaint regarding the impound lot on South School and a number of complaints on the lot on Huntsville. She stated all of the complaints related to appearance.

Ms. Hoffman stated she was not prepared to make a decision on the item, noting there was a definite conflict between security of an impound lot and aesthetics for the city. She asked if there was any type of screening that could screen the lot but not impede security.

Mr. Jeffries contended his lot was not visible from anywhere except Poplar Street due to its location.

In response to a question from Mr. Forney, Ms. Little stated the property across the street from the impound lot was zoned R-O and was a metal building owned by Pat Tobin.

Mr. Watkins noted the variance standards for Section 160.118 was different than the one for Section 160.124. He asked which standard applied. He advised he believed the long term solution was to have the City Council amend the ordinances to waive the requirements for an impound lot.

Ms. Little stated the variance standard at 160.118 applied. She explained the reason their reports contained the Commercial Design Standards was to note the affect upon the community. She stated she did not believe it was necessary to apply the Commercial Design Standards variance procedure because there was a procedure under 118 which covered the variance procedure.

Mr. Watkins pointed out the variance standard in 118(D)(3) referred to practical difficulties due to circumstances unique to the property. He advised he had not heard anything showing there was anything unique to the property. He stated the practical difficulties were unique to the use of the property but not the property itself.

Ms. Little advised Mr. Jeffries had worked closely with the staff; had looked for and found industrial property so there would be no need for a conditional use. She stated he was informed of the screening and no barbed wire requirements at that time. She further stated staff had not been aware there was a conflict with the operating procedure of the Police Department but did believe some weight should be given to city ordinances which had been in place for over 20 years. She also noted she had conversation with Sines Body Shop previously and they told her the razor wire had not stopped break ins on their lot.

She also pointed out the General Plan did promote mix use and allowed residential units on industrially zoned property. She stated she had suggested to Mr. Jeffries having a caretaker living on the site.

Mr. Watkins contended that, when there was a conflict with city ordinances and police department regulations, the police department had to concede.

Ms. Johnson stated that, while this was an administrative item, she believed the neighbors should be notified since they were discussing aesthetics. She also suggested planting tall trees which would not block the view of the lot but would allow the public to focus on the foliage rather than the lot.

MOTION

Ms. Johnson moved to postpone further consideration until the adjacent land owners had been notified and suggested the applicant consider some type of vegetation.

Mr. Reynolds seconded the motion.,

Ms. Hoffman asked if they could approve it as a conditional use so, if there were any complaints, they could re-review the situation.

Ms. Little explained that, while it was not a conditional use, it was a type of condition. She went on to say the Planning Commission could impose reasonable conditions at the granting of a waiver or variance to insure compliance or protect adjacent property.

Mr. Forney stated he had found Section 160.118 confusing as to where screening was required. He stated it appeared the Commission had a great deal of latitude with the ordinance and he did like Ms. Johnson's suggestion of taller trees at the property edge.

Ms. Johnson stated she believed the neighbors should have an opportunity to express themselves on the screening.

Mr. Estes stated he believed the request was compatible with the area, pointing out there were 4 or 5 businesses in the area with chain link fence, barbed wire and no screening.

The motion carried 7-1-0 with Commissioners Hoffman, Forney, Watkins, Ward, Reynolds, Johnson and Tucker voting "yes" and Commissioner Estes voting "no".

**TENTATIVE
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING
APRIL 7, 1998**

A meeting of the Fayetteville City Council will be held on April 7, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

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. **MUD CREEK WATER LINE RELOCATION:** Approval of the contract for Water Line Relocation for Mud Creek Str. and Apprs. with United Plumbing in the amount of \$80,050.00. Approval of 15% contingency amounting to \$12,000. The total funds requested being \$92,050. **Pg 1.1-1.16**
 - B. **FULTON SANITATION SERVICES, INC.:** Review of Amendment 2 of contract with Fulton Sanitation Services, Inc. for processing and marketing of the City's collected curbside recyclables. **Pg 1.17-1.28**
 - C. **OLD ANIMAL SHELTER RENOVATION:** Approval of a project with Johnson Mech for installation of plumbing and HVAC systems in Old Animal Shelter Renovation. Rates per annual plumbing contract (Res 45-96). Not to exceed \$44,500.00. **Pg 1.29-1.52**
 - D. **CHANGE ORDERS 6 AND 7 FOR 24TH STREET:** Approval of Change orders 6 and 7 to the Contract for Reconstruction of 24th Street with APAC Arkansas Inc., McClinton-Anchor Div. in the amount of \$61,420.86. Approval of a budget adjustment for \$130,000. **Pg 1.53-1.62**
 - E. **SUMMIT WATER TANK:** Approval of a contract with Avanti Demolition to demolish Summit water tank and water filter building and approval of a Budget Adjustment. **Pg 1.63-1.78**
 - F. **CLEVELAND ST. IMPROVEMENTS:** A resolution authorizing the execution of a contract with Crafton, Tull, and Associates for engineering services in connection with the design of improvements to Cleveland Street from Garland Avenue to Gregg Street in the amount of \$58,431.83 plus a contingency of \$15,000.00. **Pg 1.79-1.94**
 - G. **CONSIDERATION OF 240 E. CENTER STREET:** Consideration of an offer and acceptance contract with Barbara Carr and Mary Carr to acquire real property located at 240 E. Center, Fayetteville, AR. **Pg 1.95-1.108**
2. **OLD BUSINESS:** Items that have been brought before the Council, but were tabled or no decision was made to allow further discussion or more information to be presented.
 - A. **VOLUME BASED GARBAGE COLLECTION:** An ordinance approving a change to our garbage collection program and approving a budget adjustment.
 - B. **WARD BOUNDARIES:** Discussion of Ward Boundaries presented by Alderman Williams and Alderman Zurcher.

NEW BUSINESS:

3. **SEWER USE ORDINANCE AMENDMENT:** Revision of Chapter 51; Water and Sewers, Discharge and Pretreatment Regulations, of The Code of Fayetteville.
4. **RAZE AND REMOVAL:** Approval for raze and removal of structure at 2173 W. Deane as per Ordinance 3948.
5. **GREENSPACE WAIVER FOR DINERSTEIN APARTMENTS:** A resolution waiving the greenspace land requirement in part and accepting 1.28 acres and \$34,800 money in lieu for the proposed Dinerstein Apartment Complex.
6. **RZ 98-6.00:** Rezoning request for property located at the southeast corner of Cato Springs Road and Razorback Road. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, medium Density Residential.
7. **FIREWORKS AT UNIVERSITY:** Approval of an ordinance allowing the University of Arkansas to use fireworks for the singular occasion of the celebration of the second anniversary of the opening of Baum Baseball Stadium.
8. **PARKING REQUIREMENT FOR C-3 AND C-4:** An ordinance amending the parking requirements for C-3 and C-4 zoning districts.
9. **AFFIRMING PLANNING COMMISSION FINDINGS:** An ordinance requiring the Planning Commission to take a separate vote to affirm findings.
10. **ENTRY PLAZA FOR PROPOSED TOWN CENTER:** Recommendation from the City Council on whether or not to proceed with negotiations of a long-term lease with Mr. F.G. Bradberry for the entry plaza into the proposed Town Center.
11. **PROPOSED CHANGES TO TOWN CENTER:** Proposed changes to Town Center from the Advertising and Promotion Committee.
12. **TOWN CENTER BOND ISSUANCE:** To approve an ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance costs.

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

STAFF REVIEW FORM

XXXX AGENDA REQUEST
 XXXX CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of April 7, 1998

FROM:

Wayne Ledbetter
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: Approval of the contract for Water Line Relocation for Mud Creek Str. & Apprs. with United Plumbing in the amount of \$ 80,050.00. Approval of 15% contingency amounting to \$ 12,000. The total funds requested being \$ 92,050.

COST TO CITY:

\$ 92,050.00
 Cost of this Request

\$ 678,269
 Category/Project Budget

Mud Creek/Gregg Brid.
 Category/Project Name

4470-9470-5817-00
 Account Number

\$ 525,590
 Funds Used To Date

Brid. & Drain. Impr.
 Program Name

93078-0020
 Project Number

\$ 152,679
 Remaining Balance

Sales Tax
 Fund

BUDGET REVIEW: xxxxx Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

[Signature]
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

3-19-98
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

3-20-98
 Date

Internal Auditor

Date

[Signature]
 Purchasing Officer

3-20-98
 Date

[Signature]
 Contract & Sec 11+14
 Gen Cond.

STAFF RECOMMENDATION: Staff recommends that the Council approve the contract of \$ 80,050 with contingency (\$12,000), totaling \$ 92,050 with United Plumbing.

[Signature]
 Division Head

3/23/98
 Date

Cross Reference

[Signature]
 Department Director

3/23/98
 Date

New Item: **Yes**

[Signature]
 Administrative Services Director

3/23/98
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

3/24/98
 Date

Orig Contract Date: _____

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 *awl*

Date: March 18, 1998

RE: Water Line Relocation for
Mud Creek Str. & Apprs. (Fayetteville) (S)
Washington County

1. Existing Conditions. The existing eight (8) inch water line traversing north and south on Gregg Avenue is located along the western edge of the pavement. This is probably a sand cast iron line and would be located within the limits of construction which may cause conflict with the construction and future maintenance of this line. Also, damage to this line is possible with this type of road construction adjacent to it. This is an opportune time to relocate a portion of this water line.

2. Proposed conditions. The new north-south water line will be located on the eastern side of Gregg Avenue and will be up sized in accordance with the water study. This will be an eighteen (18) inch line approximately 955 feet long with associated appurtenances. In addition, there will be two (2) eight inch crossings connecting back to the existing water line.

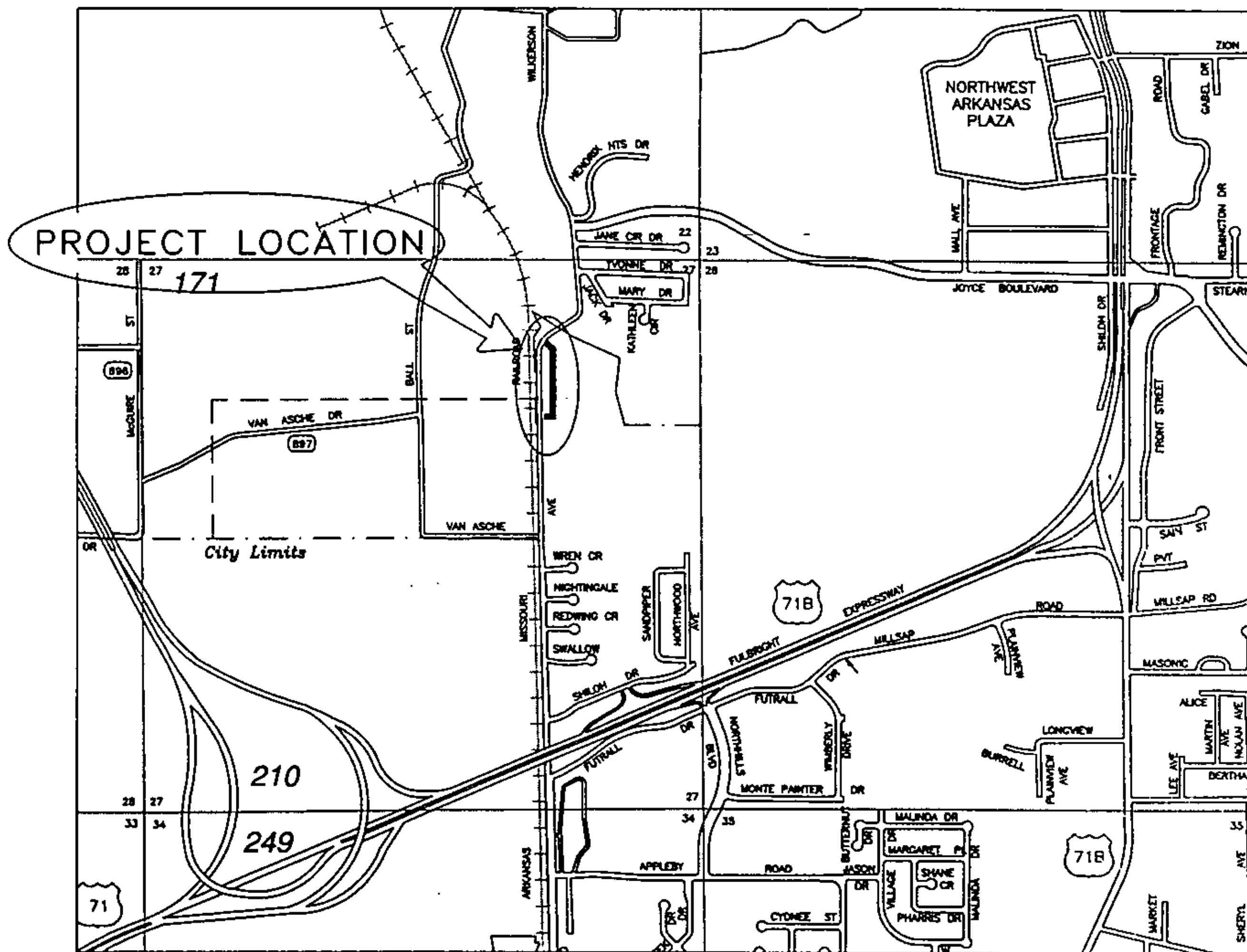
3. Staff Recommendation. The staff recommends that the Council approve the construction contract with United Plumbing. The construction contract amount will be \$ 80,050.00. With a contingency of \$12,000, the requested funding for this project is \$ 90,050.00. The low bid submitted by United Plumbing was below the engineer's estimate.

WATERLINE RELOCATION

for

MUD CREEK STR. & APPRS. (S)

***City of Fayetteville
Fayetteville, Arkansas***



VICINITY MAP



NORTH

BID TABULATION
Water Line Relocation for Mud Creek Str. & Apprs.
FAYETTEVILLE, ARKANSAS

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
United Plumbing	\$ 80,050.00
Basic Construction	\$ 86,116.00
Goodwin & Goodwin	\$ 92,100.00
Decco Contractors	\$ 100,320.00
Fayette Tree & Trench	\$ 117,935.00

United Plumbing's low bid of \$ 80,050.00 was lower than the Engineer's estimate.

BID TABULATION
WATERLINE RELOCATION for MUD CREEK STR. & APPRS.
FAYETTEVILLE, ARKANSAS

MARCH 1998

Item No.	Item	Quantity	United Plumbing		Basic Construction		Goodwin & Goodwin Inc.		Decco Contractors		Fayette Tree & Trench	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Clearing and Grubbing Trees	1.00 LS	2,500.00	2,500.00	500.00	500.00	700.00	700.00	1,500.00	1,500.00	250.00	250.00
2	Site Preparation	1.00 LS	1,000.00	1,000.00	500.00	500.00	700.00	700.00	1,500.00	1,500.00	100.00	100.00
3	Rock Excavation	50.00 CY	1.00	50.00	1.00	50.00	1.00	50.00	100.00	5,000.00	100.00	5,000.00
4	Aggregate Base Course (under pavmt, w/ trench	75.00 TN	14.00	1,050.00	14.00	1,050.00	25.00	1,875.00	13.00	975.00	18.50	1,387.50
5	ACHM Surface Course w/concrete (Patching)	30.00 SY	50.00	1,500.00	18.00	540.00	100.00	3,000.00	64.00	1,920.00	100.00	3,000.00
6	Erosion Control	1.00 LS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	2,000.00	2,000.00	250.00	250.00
7	16" O.D. Steel Encasement	200.00 LF	50.00	10,000.00	60.00	12,000.00	40.00	8,000.00	38.00	7,600.00	87.00	17,400.00
8	Fencing	50.00 LF	20.00	1,000.00	7.00	350.00	8.00	400.00	7.00	350.00	6.00	300.00
9	Maintenance of Traffic	1.00 LS	1,000.00	1,000.00	1,000.00	1,000.00	3,000.00	3,000.00	3,000.00	3,000.00	2,300.00	2,300.00
10	Seeding and Mulching	0.75 AC	2,000.00	1,500.00	1,000.00	750.00	2,000.00	1,500.00	4,000.00	3,000.00	850.00	712.50
11	Planting Trees	2.00 EA	384.00	768.00	500.00	1,000.00	700.00	1,400.00	450.00	900.00	450.00	900.00
12	Transplanting Trees	2.00 EA	256.00	512.00	600.00	1,200.00	500.00	1,000.00	400.00	800.00	350.00	700.00
13	18" PVC C905 (DR 18) or D.I. (Class 250) W.L.	855.00 LF	34.00	32,470.00	35.00	33,425.00	39.00	37,245.00	42.00	40,110.00	42.50	40,587.50
14	8" PVC C900 (DR14) or D.I. (Class 350) W.L.	275.00 LF	12.00	3,300.00	14.00	3,850.00	32.00	8,800.00	18.00	4,950.00	20.50	5,637.50
15	Fire Hydrant Assembly	1.00 EA	1,500.00	1,500.00	1,800.00	1,800.00	1,650.00	1,650.00	1,600.00	1,600.00	1,650.00	1,650.00
16	Ductile Iron Fittings	3,000.00 LB	3.00	9,000.00	4.50	13,500.00	3.00	9,000.00	3.50	10,500.00	4.90	14,700.00
17	8"x8" Tapping Sleeve and Valve	2.00 EA	1,400.00	2,800.00	1,700.00	3,400.00	1,480.00	2,960.00	1,750.00	3,500.00	1,550.00	3,100.00
18	8" Gate Valve	2.00 EA	550.00	1,100.00	600.00	1,200.00	585.00	1,170.00	545.00	1,090.00	580.00	1,160.00
19	18" Butterfly Valves	2.00 EA	3,500.00	7,000.00	4,000.00	8,000.00	3,600.00	7,200.00	4,000.00	8,000.00	4,300.00	8,600.00
20	Excavation Safety	1.00 LS	500.00	500.00	1.00	1.00	250.00	250.00	1,750.00	1,750.00	9,650.00	9,650.00
21	Reconnection of water services	1.00 EA	500.00	500.00	1,000.00	1,000.00	1,200.00	1,200.00	275.00	275.00	550.00	550.00
TOTAL BASE BID				\$80,050.00		\$86,116.00		\$92,100.00		\$100,320.00		\$117,935.00

AGREEMENT

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 1998 by and between the City of Fayetteville, Arkansas (hereinafter called OWNER) and United Plumbing, L.L.C. (hereinafter call CONTRACTOR).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project - Water Line Relocation for Mud Creek Str. & Apprs.(S)

Construction of eighteen (18) inch water line and eight (8) inch water line with associated ductile iron fittings, gate valves, butterfly valves, tapping sleeve and valves, sixteen (16) inch steel encasement, fire hydrant, seeding and mulching, existing pavement repair, and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by

City of Fayetteville Engineering Dept.
113 W. Mountain
Fayetteville, Arkansas 72701

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

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 40 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 70 calendar days after the date when the Contract Time commences to run.

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

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

- 4.1 for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and
- 4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	Clearing and Grubbing Trees	Lump Sum	1	2500	\$2,500.00
2	Site Preparation	Lump Sum	1	1000	\$1,000.00
3	Rock Excavation	Cu Yd	50	1.00	\$50.00
4	Aggregate Base Course (under Pvmt, waterline trench)	Ton	75	14.00	\$1,050.00
5	ACHM Surface Course w/concrete (Patching)	Sq Yd	30	50.00	\$1,500.00
6	Erosion Control	Lump Sum	1	1000	\$1,000.00
7	16" O.D. Steel Encasement	Lin Ft	200	50.00	\$10,000.00
8	Fencing	Lin Ft	50	20.00	\$1,000.00
9	Maintenance of Traffic	Lump Sum	1	1000	\$1,000.00
10	Seeding and Mulching	Acre	0.75	2000	\$1,500.00
11	Planting Trees	Each	2	384.00	\$768.00
12	Transplanting Trees	Each	2	256	\$512.00

13	18" PVC C905(DR 18)or Ductile Iron(Class 250)Water Line	Lin Ft	955	34.00	\$32,470.00
14	8" PVC C900(Dr 14)or Ductile Iron(Class 350)Water Line	Lin Ft	275	12.00	\$3,300.00
15	Fire Hydrant Assembly	Each	1	1500	\$1,500.00
16	Ductile Iron Fittings	Pound	3000	3.00	\$9,000.00
17	8" x 8" Tapping Sleeve and Valve	Each	2	1400	\$2,800.00
18	8" Gate Valve	Each	2	550.00	\$1,100.00
19	18" Butterfly Valves	Each	2	3500	\$7,000.00
20	Excavation Safety	Lump Sum	1	500.00	\$500.00
21	Reconnection of water services	Each	1	500.00	\$500.00
	TOTAL BASE BID				\$80,050.00

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1., 5.1.2, 5.1.3., and 5.1.4 below.

All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.7 of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

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

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

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

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions.

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

examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

Article 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement (pages 1 to 10 , inclusive).
- 7.2 Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3 Certificate of Insurance, (Exhibit C).
- 7.4 Documentation submitted by CONTRACTOR prior to Notice of Award (Exhibit D).
- 7.5 General Conditions (pages 1 to 42, inclusive and Exhibit GC-A pages 1 to 2, inclusive).
- 7.6 Supplementary Conditions (pages 1 to 17, inclusive).
- 7.7 Specifications consisting of Divisions 1 through 16 as listed in table of contents thereof.

7.8 Addenda numbers #1, inclusive.

7.9 Drawings (not attached hereto) consisting of a cover sheet and sheets numbered 1 through 3, inclusive with each sheet bearing the following general title:

Water Line Relocation Gregg Avenue/Mud Creek

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1 Notice to Proceed

7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

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

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

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

This Agreement will be effective on _____, 1997 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR: United Plumbing L.L.C.

By: _____
Mayor

By: Jerry Krug

Member Manager
Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.

Agent for service of process:

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

STAFF REVIEW FORM

XXX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Council meeting of April 7, 1998
~~April 21, 1998~~ ~~March 17, 1998~~

FROM:

Cheryl Zotti
 Name

Solid Waste
 Division

Public Works
 Department

ACTION REQUESTED:

Review and approval of Amendment 2 of contract with Fulton Sanitation Services, Inc. ~~and for spending budget adjustment of \$19,250 for processing and marketing of the City's collected curbside recyclables.~~

COST TO CITY:

\$ 19,250
 Cost of this request

\$252,977
 Category/Project Budget

Services and Charges
 Category/Project Name

5500-5060-5316.05
 Account Number

\$ 22,247
 Funds Used to Date

Recycling
 Program Name

Project Number

\$230,730
 Remaining balance

Solid Waste
 Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

2/25/98
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer
 Accounting Manager

2-25-98
 Date

Grant Agency: _____

E. R.
 City Attorney

2-25-98
 Date

Nice
 Purchasing Officer

2-26-98
 Date

ADA Coordinator

Yolanda Fields
 Internal Auditor

Date

2-27-98
 Date

STAFF RECOMMENDATION:

Chotti
 Division Head

2-17-98
 Date

Kenn D. Cross
 Department Director

2/22/98
 Date

Ben
 Admin. Services Director

3-3-98
 Date

Karl Hamme
 Mayor

3/3/98
 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Kevin Crosson, Public Works Director *KC*

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: February 17, 1998

SUBJECT: **Fulton Sanitation, Inc. Contract**
Processing and Marketing Recyclable Materials

Staff is requesting approval of amendment #2 to our contract with Fulton Sanitation for the processing and marketing of recyclable materials collected in our residential recycling program. Fulton has requested through amendment #2 to increase the processing fee for materials delivered in blue bags to \$25.50 per ton, an \$8.50 increase.

We have utilized Fulton for processing services since we began our curbside recycling program and this contractual partnership has worked well to date. However, Fulton notified us that they were going to stop providing processing services for recyclables in bags. Fulton requested that we prepare to stop utilizing their services by July of 1998; we negotiated to continue through December 1998. Fulton has elected to stop providing this service because they have already implemented curbside sort recycling within their collection operations, making Fayetteville's commingled blue bags the only recyclables processed through their picking line.

Fulton is proposing an \$8.50 per ton increase for processing materials in the blue bags. Staff expected Fulton to request a much larger increase considering they are, essentially, maintaining a picking line operation for the city of Fayetteville. We detailed how expensive picking line operations are in our proposal to change Fayetteville's program. We believe that the proposed \$8.50 increase is reasonable. We respect that they did not attempt to take advantage of our situation and that they also agreed to provide their services until the end of the year.

Staff recommends approval of amendment #2. Attached, please find a copy of the contract, amendment #1 and amendment #2. I will be available at your agenda session to answer any questions you have in regards to this item.

FULTON.AM2

AMENDMENT 2

Recyclables Processing & Marketing Contract

This is **Amendment 2**, dated _____ day of _____, 19____, of the **Contract** originally executed on the 28th day of March, 1996, by and between the City of Fayetteville, Arkansas, hereinafter called the "**City**" and Fulton Sanitation Services, Inc. Hereinafter called "**Fulton**".

Section 12. Pricing: Fulton guarantees to the following prices for source separated materials delivered to Fulton:

<u>Materials</u>	<u>Guaranteed Rate/Ton</u>	<u>Base Market Rate/Ton</u>
Aluminum	\$625.00	\$625.00
Old Newspaper (ONP)	10.00	55.00
Old Corrugated Cardboard (OCC)	15.00	50.00
Mixed Office Paper	20.00	85.00
Sorted White Ledger	90.00	120.00
PET	80.00	250.00
HDPE - Clear	100.00	300.00
HDPE - Colored	80.00	200.00
Glass (Clear, Brown, & Green)	0.00	0.00

Fulton will pay to the City the above listed guaranteed rate per ton for each source separated material delivered to Fulton. Additionally, Fulton agrees to pay to the City 50% of the market rate over and above the base market rate per ton listed above. Fulton agrees to provide collection services of the two plastic roll-off containers owned by the City, all located at the Fayetteville City Shop Facility, on an as needed basis tipped at the City of Fayetteville Recycling Center for \$55.00 each.

Furthermore, Fulton guarantees the following processing rates, as related to the old newspaper (ONP) market rate, for the City's commingled curbside recyclables delivered to Fulton:

<u>ONP Market Rate/Ton</u>	<u>Description</u>	<u>Per Ton Adjustment</u>
\$ 0.00 - 74.99	Charge to City of Fayetteville	\$25.50/ton
75.00 - 99.99	Charge to City of Fayetteville	12.75/ton
100.00 - 124.99	No Charge/No Pay	0.00/ton
125.00 - 149.99	Pay to City of Fayetteville	12.75/ton
150.00 - 174.99	Pay to City of Fayetteville	25.50/ton
175.00 and Up	Pay to City of Fayetteville	38.25/ton

Pricing for this contractual agreement shall not be adjusted prior to January 1, 1999. Any and all changes in pricing must be tied to the annual change in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics and to the market prices as published in Waste Age's Recycling Times.

IN WITNESS WHEREOF, the parties hereto have executed **Amendment 2** as of the day and year first above written.

ATTEST:

City Clerk
(Seal)

(Secretary)

(Witness)

City of Fayetteville, Arkansas

By: _____
Mayor

Fulton Sanitation Services, Inc.
(Contractor)

By: _____

(Title)

(Address and Zip Code)

AMENDMENT 1 Recyclables Processing & Marketing Contract

EXHIBIT A

This is Amendment 1, dated 1st day of July, 1997 of the Contract originally executed on the 28th day of March, 1996, by and between the City of Fayetteville, Arkansas, hereinafter called the "City" and Fulton Sanitation Services, Inc. Hereinafter called "Fulton".

Section 12. Pricing: Fulton guarantees to the following prices for source separated materials delivered to Fulton:

<u>Materials</u>	<u>Guaranteed Rate/Ton</u>	<u>Base Market Rate/Ton</u>
Aluminum	\$625.00	\$625.00
Old Newspaper (ONP)	10.00	55.00
Old Corrugated Cardboard (OCC)	15.00	50.00
Mixed Office Paper	20.00	85.00
Sorted White Ledger	90.00	120.00
PET	80.00	250.00
HDPE - Clear	100.00	300.00
HDPE - Colored	80.00	200.00
Glass (Clear, Brown, & Green)	0.00	0.00

Fulton will pay to the City the above listed guaranteed rate per ton for each source separated material delivered to Fulton. Additionally, Fulton agrees to pay to the City 50% of the market rate over and above the base market rate per ton listed above. Fulton agrees to provide collection services of the two plastic roll-off containers owned by the City and the Paper roll-off container owned by Fulton, all located at the Fayetteville City Shop Facility, on an as needed basis at no charge.

Furthermore, Fulton guarantees the following processing rates, as related to the old newspaper (ONP) market rate, for the City's commingled curbside recyclables delivered to Fulton:

<u>ONP Market Rate/Ton</u>	<u>Description</u>	<u>Per Ton Adjustment</u>
\$ 0.00 - 74.99	Charge to City of Fayetteville	\$17.00/ton
75.00 - 99.99	Charge to City of Fayetteville	8.50/ton
100.00 - 124.99	No Charge/No Pay	0.00/ton
125.00 - 149.99	Pay to City of Fayetteville	8.50/ton
150.00 - 174.99	Pay to City of Fayetteville	17.00/ton
175.00 and Up	Pay to City of Fayetteville	25.50/ton

Prices can be renegotiated and agreed upon by the City and Fulton in advance of any one (1) year extensions, but any changes must be tied to the annual change in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics and to the market prices as published in Waste Age's Recycling Times.

IN WITNESS WHEREOF, the parties hereto have executed Amendment 1 as of the day and year first above written.

ATTEST:

Trace Paul
City Clerk

(Seal)

(Secretary)

(Witness)

City of Fayetteville, Arkansas

By:

Fred Harris
Mayor

Fulton Sanitation Services, Inc.

(Contractor)

By:

Dale Stum 11/18/97

GENERAL MANAGER

(Title)

807 Hudson Rd Rogers, AR.
(Address and Zip Code)

STAFF REVIEW FORM

AGENDA REQUEST

XXX CONTRACT REVIEW

GRANT REVIEW

MICROFILMED

For the Council meeting of _____

FROM:

Cheryl Zotti

Name

Solid Waste

Division

Public Works

Department

ACTION REQUESTED:

Approval of Recyclables Processing and Marketing Contract with Fulton Sanitation Services, Inc.

COST TO CITY: Plase see attached memo.

\$ 110,192

Services & Charges

Cost of this request

Category/Project Budget

Category/Project Name

5500-5060-5316-05

23,535

Recycling

Account Number

Funds Used to Date

Program Name

\$ 86,657

Solid Waste

Project Number

Remaining balance

Fund

BUDGET REVIEW:

X Budgeted Item

Budget Adjustment Attached

Kevin Sprague for SLD 3/21/96
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

GRANT AGENCY: _____

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

Internal Auditor

Date

STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin. Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____



RECYCLABLES PROCESSING & MARKETING CONTRACT

BETWEEN

THE CITY OF FAYETTEVILLE

AND

FULTON SANITATION SERVICES, INC.

This **CONTRACT** executed on this 28th day of March, 1996, by and between the City of Fayetteville, Arkansas, hereinafter called the "**City**" and Fulton Sanitation Services, Inc. hereinafter called "**Fulton**".

WITNESSETH:

WHEREAS, Fulton is engaged in the operation of a recycling processing and marketing facility near Fayetteville, Arkansas, and has been the successful bidder for the processing and marketing of certain city collected recyclables; and

WHEREAS, it is the intent of this contract to formulate the terms and conditions under which the City may utilize the facility operated by Fulton.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties hereto mutually agree as follows:

ARTICLE I
GENERAL PROVISIONS

1. Fulton agrees to furnish the City with a facility at their Rogers offices location to which the City can bring its collected recyclables to be processed and marketed by Fulton.
2. Fulton is responsible for all equipment, labor, and materials required for processing and marketing the materials delivered by the City. All costs for handling the materials are included in the prices listed below.
3. Fulton will provide proof that the recyclable materials supplied to it by the City have been sold for the purpose of recycling or reuse as defined in Article II.

ARTICLE II SPECIAL PROVISIONS

1. **General Description:** The work to be performed under this contract consists of providing processing and marketing of city commingled and source separated collected recyclables. The recyclables to be processed are:

- Aluminum food & beverage cans
- Glass (clear, amber, green)
- PET
- HDPE - Clear
- HDPE - Colored
- Tin/Steel Cans
- Paperboard/Chipboard
- Newspaper
- Corrugated Cardboard
- Other materials listed in bid, as agreed upon

Upon delivery of these materials to Fulton, Fulton will provide such personnel and equipment as is required to process these materials for market. Fulton will market these materials for use in making new products or for other innovative uses as agreed upon in advance.

2. **Term:** The term of this contract will be for a period beginning March 26, 1996 and running through December 31, 1996. Further, upon mutual written agreement of the parties and budget approval, this contract may be renewed for up to three (3) additional one (1) year terms.

3. **Acceptance Provisions:** Recyclable materials will be transported by the City directly from the City's drop-off stations and/or curbside programs to Fulton's facility. Fulton agrees to accept recyclable materials transported by the City directly from the city drop-off stations and curbside routes. The City will make reasonable efforts to inform the public of the need to keep contaminants out of the recyclable materials, but the City does not guarantee the quality of the materials delivered. Should an entire load of material be unrecyclable, such as a load of wet newspaper, the City will pick up and dispose of that material or pay for the disposal of that material. The determination that a load is unrecyclable will be mutually agreed upon by the City's Environmental Affairs Administrator, or a designated representative, and a representative of Fulton.

4. **Time of Operation:** Fulton will accept materials from the City between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Materials may be delivered at other times if agreed upon by Fulton and the City.

5. **Access:** Fulton guarantees easy, safe and efficient access to its unloading area by all City recycling vehicles.

6. **Interruptions in Service:** The City must be able to deliver materials to Fulton in order to keep its recycling program operating. It is the sole responsibility of Fulton to provide the City with a safe, efficient, and easily accessible area to dump materials; regardless of equipment, employee, or other problems. Fulton agrees that if a truck with a load of recycling material has to wait 20 minutes or longer, a fifty dollar (\$50) interruption fee will be assessed by the City. Repeated failure to have trucks dump within 20 minutes will constitute a breach of this contract.

7. **Weighing of Materials:** Fulton will provide a certified scale for weighing all materials brought by the City. Should the primary scales not be functioning, Fulton must provide an alternative method for obtaining the weights of the City's recycled materials. The alternative method must be safe, efficient, effective and at no cost to the City. Notice of the need to use the alternative method must be given with as much advance notice as possible by calling 575-8398.

8. **City Indemnity:** Fulton shall guarantee to hold harmless and indemnify the City from any and all loss, damage, claims, suits, judgments, and recoveries which may be asserted, made or may arise or be had, brought or recovered against the City by reason of Fulton's operations and it shall immediately appear and defend the same at its own cost and expense.

9. **Sub-Contracts:** No assignment or subletting of all or any portion of the work under these specifications will be permitted without approval of the City.

10. **Competency of Employees:** All persons employed shall be competent and skilled in the performance of the work to which they are assigned. Failure or delay in the performance of this contract due to Fulton's inability to obtain employees of the number and skill required shall constitute a breach of this contract.

11. **Insurance:** Fulton shall provide and maintain in full force and effect during the entire term of this contract regular Public Liability Insurance with the City as an additional insured, providing for a limit of not less than \$100,000.00 for all damages arising out of bodily injuries to or death of one person and subject to the same limit for each person a total limit of not less than \$300,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and regular Property Damage Liability Insurance providing for a limit of not less than \$75,000.00 for all damage arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total limit of not less than \$100,000.00 for all damages arising out of injury to or destruction of property during the policy period.

Fulton shall provide and maintain in full force and effect during the entire term of this contract Workmen's Compensation Insurance as shall protect it from claims for damage for personal injury, including accidental death, which may arise from operations under this contract, whether such operation be by itself or anyone directly or indirectly employed by it as required by state law. Fulton shall file a copy of such policies with the Purchasing Officer of the City upon initiation of service.

12. **Pricing:** Fulton guarantees to the following prices for source separated materials delivered to Fulton:

<u>Materials</u>	<u>Guaranteed Rate/Ton</u>	<u>Base Market Rate/Ton</u>
Aluminum	\$625.00	\$625.00
Old Newspaper (ONP)	10.00	55.00
Old Corrugated Cardboard (OCC)	15.00	50.00
Mixed Office Paper	20.00	85.00
Sorted White Ledger	90.00	120.00
PET	80.00	250.00
HDPE - Clear	100.00	300.00
HDPE - Colored	80.00	200.00
Glass (Clear, Brown, & Green)	0.00	0.00

Fulton will pay to the City the above listed guaranteed rate per ton for each source separated material delivered to Fulton. Additionally, Fulton agrees to pay to the City 50% of the market rate over and above the base market rate per ton listed above. Fulton agrees to provide collection services of the two plastic roll-off containers owned by the City and the Paper roll-off container owned by Fulton, all located at the Fayetteville City Shop Facility, on an as needed basis at no charge.

Furthermore, Fulton guarantees the following processing rates, as related to the old newspaper (ONP) market rate, for the City's commingled curbside recyclables delivered to Fulton:

<u>ONP Market Rate/Ton</u>	<u>Description</u>	<u>Per Ton Adjustment</u>
\$ 0.00 - 74.99	Charge to City of Fayetteville	\$10.00/ton
75.00 - 99.99	Charge to City of Fayetteville	5.00/ton
100.00 - 124.99		0.00/ton
125.00 - 149.99	Pay to City of Fayetteville	5.00/ton
150.00 - 174.99	Pay to City of Fayetteville	10.00/ton
175.00 and Up	Pay to City of Fayetteville	15.00/ton

Prices can be renegotiated and agreed upon by the City and Fulton in advance of any one (1) year extensions, but any changes must be tied to the annual change in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics and to the market prices as published in Waste Age's Recycling Times.

13. **Curbside Recycling Audit:** Quarterly recycling audits will be performed by Fulton on the City's curbside recycling material collected for a one week period of time. These audits will occur in the months of March, June, September, and December. Fulton will be responsible for ensuring that the City's recyclable stream will be kept separate from other recyclable materials processed at Fulton. Fulton will empty all sorting bins prior to beginning the quarterly recycling audits. Fulton will submit a recycling audit report that documents the recycling audit including results of the audit, quarterly report for each material as it relates to each audit, copies of each gate receipt for the

materials delivered for the recycling audit, signed shipping invoices (bills of lading) or freight bills as proof of delivery for each material Fulton markets for the City during the previous quarter, submit the name and point of contact for each company that receives any of the City's recyclable materials Fulton markets for the City, documented market prices for each shipping invoice, and labor and equipment hours and expenses for each quarterly waste audit.

14. **Billing:** Billing and/or payment will be made to the City on a monthly basis. Fulton shall transmit to the City no later than the tenth day of each month a check for payment and/or a statement of charges for services provided under this contract for the previous month. Each billing or payment to the City will be accompanied by copies of delivery receipts which reference the corresponding weigh tickets. Included with each monthly statement will be documented market rates for the previous month, the current month, and if possible the upcoming month.

15. **Payment:** After verification of charges, the City of Fayetteville will make payment to Fulton within thirty (30) days of receipt of the invoice.

16. **Notices:** All inquiries concerning this matter shall be directed to:

Environmental Affairs Administrator
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701
Phone (501) 575-8398

Fulton Sanitation Services, Inc.
Randy Holcomb
3507 North Arkansas
Rogers, Arkansas 72756
Phone (501) 751-7024

17. **Holidays:** The City of Fayetteville will not be open for business on the following Holidays:

New Year's Day	President's Day	Memorial Day	4th of July
Labor Day	Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (determined by Mayor if on weekend)			Christmas Day

The City will not deliver materials to Fulton on these days unless agreed upon, in advance, by both parties.

18. **Other:** The City retains ownership of all materials it collects up to the point of discharge at Fulton's facility.

19. **Nonexclusive:** The parties agree that this contract is not exclusive and that the City reserves the right to process the aforementioned recyclable material by alternative methods and/or use such materials to explore new types of markets or processing and marketing the recyclable materials at City Facilities.

20. **No Minimum:** The City makes no guarantee in regards to providing a minimum amount of

material to Fulton.

21. **Cancellation:** Either party may cancel this contract after 30 days written notice to the other. Upon cancellation neither party shall have further obligation to the other except that any outstanding charges incurred prior to the cancellation of this agreement be paid in full.

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

ATTEST:

Grace Paul

City Clerk



(Secretary)

(Witness)

CITY OF FAYETTEVILLE, ARKANSAS

By: Fred Hamer

Mayor

Fulton Sanitation Services, Inc.

(Contractor)

By: Dale Stum

GENERAL MANAGER

(Title)

ROGERS, AR.

(Address and Zip Code)

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of 4/7/98

FROM:

Harold Dahlinger
 Name

Building Maint
 Division

Admin Services
 Department

ACTION REQUIRED:

Approval of a project with Johnson Mech for installation of plumbing & HVAC system in Old Animal Shelter Renovation. Rates per annual plumbing contract (Res 45-96). Not to exceed of 44,500.00

COST TO CITY:

\$44,500.00
 Cost of this Request

\$158,269
 Category/Project Budget

Animal Shelter Expansion
 Category/Project Name

4470-9470-5804-00
 Account Number

\$45,419
 Funds Used To Date

Program Name

96107-1020
 Project Number

\$112,650
 Remaining Balance

Sales Tax Capital Imp
 Fund

BUDGET REVIEW:

0 Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

3/18/98
 Date

[Signature]
 ADA Coordinator

Date

[Signature]
 City Attorney

3-18-98
 Date

[Signature]
 Internal Auditor

3-18-98
 Date

P Vice
 Purchasing Officer

3-18-98
 Date

STAFF RECOMMENDATION:

Staff recommends approval of this contract.

[Signature]
 Division Head

3/18/98
 Date

Cross Reference

Department Director

Date

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

[Signature]
 Administrative Services Director

3/21/98
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

3/25/98
 Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor
Ben Mayes, Admin. Services Director

FROM: Harold Dahlinger, Facilities Supt. 

DATE: March 24, 1998

RE: PLUMBING AND HVAC PROJECT- ANIMAL SHELTER EXPANSION

Enclosed is project detail for plumbing and HVAC (heating, ventilation and air conditioning) services for the Animal Shelter Expansion project. This project is covered under the annual plumbing contract (Res 45-96) approved April 2, 1996. The project includes new plumbing and HVAC systems for the animal shelter as well as a grinder pump and connection to the City sewer system.

The cost to the City for this project is not to exceed \$44,500 and is funded in the Sales Tax Capital Improvement Fund.

If you have any questions regarding this item please contact Harold Dahlinger at ext. 361. Thank you.



JOHNSON MECHANICAL CONTRACTORS, INC.

March 5, 1998

City of Fayetteville
113 w. Mountain Street
Fayetteville, AR 72701

Attn: Harold Dahlinger

Re: Animal Shelter

We propose to furnish and install plumbing and HVAC systems for this project. All work will be in accordance with plans from the office of Green Anderson Engineers and the following scope of work:

HVAC

- Provide and install FU-1, programmable T-stat and RA firestat.
- Provide and install EF-1 and wall cap.
- Provide and install AC-1 with wall sleeve and exterior grille.
- Provide and install lined sheetmetal duct system, air devices, and dampers.
- Provide and install water heater vent and combustion air piping.

HVAC EXCLUSIONS

- All hole cutting and patching by others.
- Power wiring by others.
- EUH-1 is excluded.
- AC-1 will be a PTAC unit mounted in a masonry opening provided others.
- Independent test and balance, if required, by others.

Not to exceed price for HVAC work

\$9,000.00

PLUMBING

- All work shown on drawings except as noted below.
- Gas piping to furnace and water heater (not shown).
- New water closet (not on drawings).
- 1 ½ copper water service to existing meter at NE corner of property.
- All new water piping inside building will be exposed and uninsulated.
- We have included compacted gravel backfill under asphalt ditch lines.

PLUMBING EXCLUSIONS

- Water heater and RPZ's will be furnished by the city.
- All cut and patch of building and parking lot by others.
- Excavation and backfill of ditches outside of building by others.
- Pipe insulation is excluded.
- Tap fees and permit fees by others.

Not to exceed price for plumbing work

\$19,900.00

GRINDER PUMPS

- Furnish and install duplex grinder pump system as scheduled on drawings.
- Connect to existing discharge piping.
- Connect new building sewer to pit.

GRINDER PUMP EXCLUSIONS

- Excavation and backfill by others.
- Power wiring by others.
- Reinforced concrete foundation by others.

Not to exceed price for grinder pumps

\$14,000.00

GAS SERVICE

- Furnish and install new piping (2 inch) from existing meter at Armstrong to East end of old animal shelter and connect to existing 1 ¼ service.
- Leave 2" stub-out for future building.
- Modify piping and install regulator at building for the existing animal shelter.
- Furnish and install tracer wire for all new piping.

GAS SERVICE EXCLUSIONS

- All ditch work by others
- No work included for future animal shelter.

Not to exceed price for gas service

1,600.00
~~\$1,000.00~~

Please call if you have any questions.

Respectfully submitted,



Stan Johnson

Mayor

RESOLUTION NO. 45-96

**A RESOLUTION AWARDDING BID NO. 96-13 FOR PLUMBING
WORK AND SERVICE NEEDS OF THE CITY OF
FAYETTEVILLE FOR 1996 TO JOHNSON MECHANICAL.**

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

**Section 1. That the City Council hereby awards Bid No. 96-13 for plumbing work
and service needs of the City of Fayetteville for 1996 to Johnson Mechanical. A copy of the
bid tabulations are attached hereto marked Exhibit "A" and made a part hereof.**

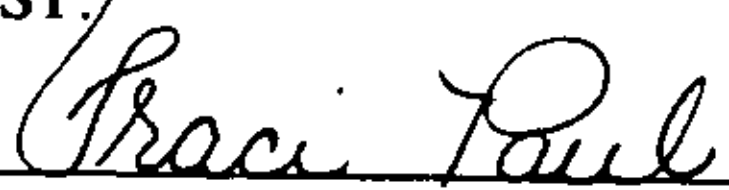
PASSED AND APPROVED this 2nd day of April, 1996.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Traci Paul, City Clerk



**AGREEMENT FOR PLUMBING
AND RELATED SERVICES**

This AGREEMENT executed this 2nd day of April, 1996, between the City of Fayetteville, Arkansas, hereinafter called the "City" and Johnson Mechanical, hereinafter called the "Contractor", and having an address at _____.

IN CONSIDERATION OF THE FOLLOWING COVENANTS contained herein the parties agree as follows:

1. The Contractor shall at the written request of the City provide material, labor and equipment for plumbing and related service(s) for the following:

- a. New construction as requested for jobs not bid separately;
- b. Repair as requested for jobs not bid separately;
- c. Additional work as required and as directed by owner.

2. The effective dates of this agreement shall be from award of contract through December 31, 1996.

3. City shall pay Contractor for services rendered as set out in Contractor's Bid.

Charges will be invoiced to City at the end of each Contractor's monthly accounting periods based upon the fee schedule outlined in Contractor's Bid and the expense charges to the project during the preceding accounting period. All invoices are due upon receipt and shall be paid by the City unless disputed within thirty (30) days of their receipt. The maximum amount billed under this agreement shall not exceed \$20,000 per project.

4. The contract documents which comprise the contract between City and the Contractor consist of this contract and the following documents:

- a. Bid form identified as Invitation to Bid 96-13 with the specifications, conditions, and requirements typed thereon;
- b. The Contractor's proposal and all supporting documents and correspondence submitted by the Contractor in response to Bid 96-13.

5. These contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.

6. Contractor shall not assign his duties under the terms of this contract.

7. Contractor agrees to hold the City harmless and indemnify the City against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract.

8. The Contractor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

<u>Workers Compensation</u>	Statutory Amount
<u>Comprehensive General and Automobile Insurance</u>	
Bodily Injury Liability	\$ 500,000 for each person injured.
	\$ 1,000,000 for each accident.
Property Damage Liability	\$ 250,000 for each accident.
	\$ 500,000 aggregate

The insurance shall include explosion, collapse and underground coverage. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

9. Contractor agrees to begin work within ten (10) days after issuance by the City of a "work order" or "Notice to Proceed" and to complete the work within the time agreed to by the parties.

10. All work called for herein shall be coordinated directly with the project manager for each project as designated by the City.

11. City shall have the right to terminate this Agreement for City's convenience upon written notice of Contractor, and Contractor shall terminate performance of services on a schedule acceptable to City. In the event of termination for City's convenience City shall pay Contractor for all services performed to date of termination.

12. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Contractor and City.

IN WITNESS WHEREOF, City and Contractor have executed this agreement, the effective date of which shall be 4-2-96.

CITY OF FAYETTEVILLE

By: *Fred Hanna*
Fred Hanna, Mayor

ATTEST:

By: *Tracie Paul*
Tracie Paul, City Clerk



JOHNSON MECHANICAL CONTR., INC.
Contractor-Company Name

By: *Stan Johnson*
Title: PRESIDENT

By: _____
Contractor-Company Secretary

CITY OF FAYETTEVILLE
113 W MOUNTAIN ST
FAYETTEVILLE, AR

EXHIBIT A

BID: 96-13

DATE: 2/23/96

TIME: 2:30 PM

DESCRIPTION: PLUMBING

NO.	BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
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#1	JOHNSON MECH	\$35.00 M	25%	50%	25%	2 HR	48 HR
		\$27.00 J					
		\$22.00 A					
		\$12.00 L					

CERTIFIED BY:



PURCHASING MANAGER



WITNESS

2/23/96
DATE

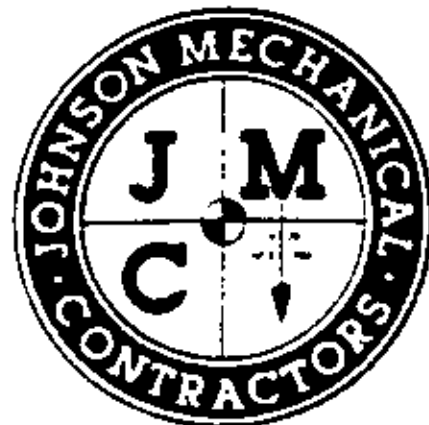
INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:		
96-13	February 14, 1996	February 23, 1996, at 2:30 p.m.		
BUYER:		DATE REQUIRED:		
City of Fayetteville, AR		30 DAYS ARO		
F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:		
Fayetteville, AR	(501) 575-8289	N/A		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
PLUMBING SERVICES				
1	Labor Rate for the following:			
	*Master Plumber per hour	hour	35.00	N/A
	*Journeyman Plumber per hour	hour	27.00	N/A
	*Apprentice Plumber per hour	hour	22.00	N/A
	Laborer per hour	hour	12.00	N/A
	*License Required			
2	Percent additional rate for overtime		25 %	N/A
3	Percent additional rate for Sundays & Holidays		50 %	N/A
4	Material Cost Plus Markup Percent		25 %	N/A
5	Guaranteed Emergency Response Time		2 hrs.	
6	Guaranteed Regular Response Time		48 hrs.	
These services will be ordered as needed throughout the contract period. There is no guaranteed minimum or maximum amount. Contract period from contract award through 12/31/96.				
RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				
		PLEASE ATTACH EQUIPMENT RATE SCHEDULE.		

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	NAME OF FIRM:	PHONE:	TAX PERMIT:
	Johnson Mechanical Contractors	501-442-5051	0040893-72-001
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
	513 Prairie Street	Fayetteville, Arkansas	72701
	AUTHORIZED SIGNATURE:	TITLE:	DATE:
	<i>Stan Johnson</i>	President	2/20/96



JOHNSON MECHANICAL CONTRACTORS, INC.

City of Fayetteville
 113 W. Mountain
 Fayetteville, AR 72701

1996 RATE SHEET

We propose to furnish labor, material, equipment and second tier subcontract work for the following rates:

<u>Classification</u>	<u>Wage rates per hours worked</u>		
	<u>Regular</u>	<u>Overtime</u>	<u>Holiday</u>
Foreman	28.50	35.50	41.00
Journeyman	27.00	34.00	40.00
Apprentice	22.00	28.00	33.00
Laborer	12.00	16.00	18.00
Supervisor	35.00	42.00	46.00

- Notes 1. Regular time is defined as Monday through Friday from 7:00 a.m. to 3:30 p.m.
 2. Overtime is any time other than regular time.
 3. Travel time will be charged both ways.

In the event that staying over would be more logical than traveling to and from jobsite each day, the per diem cost per man would be \$50.00.

<u>Type of Equipment</u>	<u>Rate Per Day</u>	<u>Type of Equipment</u>	<u>Rate Per Day</u>
Plasma Cutter	25.00	Backhoe w/Operator	360.00 (8 hour day)
60# Electric "Jack Hammer"	75.00	200 amp Welder w/leads	50.00 plus supplies
Core Drill	40.00 plus bit wear	Motorized Tamper	40.00
Platform Scissor Lift	60.00	Single Man Lift	30.00
6 yd Dump Truck w/Driver	300.00	Oxygen/Acetylene Torch	12.00 plus gas
Pipe Threader/Groover	30.00 plus dies	Pipe & Equipment Lift	20.00
Cut-Off Saw	17.00 plus blades	Porta-Band Saw	10.00 plus blades
Macho Hammer Drill	15.00 plus bits	Storage Trailer	5.00 plus move
Trash Pump	25.00	Tig Torch	12.00

- Rented equipment will be billed out at our cost plus 5% gross margin
- Material which we furnish will be marked up at the rate of 25% gross margin.
- Second tier subcontract work will be marked up at the rate of 10% gross margin.
- The preceding rates will in effect through 12/31/96.

Stan Johnson

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:		
96-13	February 14, 1996	February 23, 1996, at 2:30 p.m.		
BUYER:	DATE REQUIRED:			
City of Fayetteville, AR	30 DAYS ARO			
F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:		
Fayetteville, AR	(501) 575-8289			
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL

PLUMBING SERVICES

1	Labor Rate for the following:			
	*Master Plumber per hour	hour	_____	N/A
	*Journeyman Plumber per hour	hour	_____	N/A
	*Apprentice Plumber per hour	hour	_____	N/A
	Laborer per hour	hour	_____	N/A
	*License Required			
2	Percent additional rate for overtime		_____ %	N/A
3	Percent additional rate for Sundays & Holidays		_____ %	N/A
4	Material Cost Plus Markup Percent		_____ %	N/A
5	Guaranteed Emergency Response Time		_____ hrs.	
6	Guaranteed Regular Response Time		_____ hrs.	

These services will be ordered as needed throughout the contract period. There is no guaranteed minimum or maximum amount.

Contract period from contract award through 12/31/96.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

**PLEASE ATTACH
EQUIPMENT RATE
SCHEDULE.**

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	NAME OF FIRM:	PHONE:	TAX PERMIT:
BIDS			
WILL BE	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
REJECTED			
	AUTHORIZED SIGNATURE:	TITLE:	DATE:

**MINIMUM REQUIREMENTS FOR PROPOSAL
PLUMBING CONTRACTOR
BID 96-13**

The City of Fayetteville is requesting proposals for Plumbing Contractors to contract to:

A. - Furnish material, labor, and equipment:

1. New construction as requested for jobs not bid separately.
2. Repair as requested for jobs not bid separately.
3. Winterize ball field and pool areas and open up in the spring as requested.
4. Additional work as required and as directed by owner.

INSTRUCTIONS TO PROPOSERS

1. **QUALIFICATIONS OF CONTRACTORS:**

Before submitting a proposal, the successful contractor must be legally qualified in all respects to do business in the State of Arkansas.

Contractor shall prepare a Financial Statement, Experience Record, and Equipment Schedule. These statements shall reflect the correct status of the contractor. Each contractor must have equipment available which, in the opinion of the City, is adequate to complete the work under these specifications in the time allowed for completion. Should any bids be received from contractor's whose statement, when filed, fail to show that the contractor's qualifications meet the minimum requirements above-enumerated, such proposals may be rejected.

It is to be understood that the rates required in the Proposal is for the furnishing of materials as required and the doing of all work required.

2. **PROPOSALS**

(a) Proposals shall be strictly in accordance with the prescribed forms, furnished with the specifications. Any modifications or deviations therefrom may be considered sufficient cause for rejection.

(b) Proposals must be signed, in writing, by an individual authorized to bind the contractor.

(c) Proposals must be submitted complete. They must be submitted at the place and on or before the time specified in the Advertisement for Proposals.

(d) Proposals must be submitted in sealed envelopes addressed to the City of Fayetteville, Purchasing Office, Room 306, 113 W. Mountain St., Fayetteville, AR 72701, and clearly marked on the outside of the envelope, "Proposal for Plumbing Contract" BID 96-13 to be opened at 2:30 p.m., February 23, 1996.

(e) Proposal must include response time. On Site emergency response time shall be no more than one (1) hour after notification. Bidder must include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.

3. BID BONDS, CONTRACT BONDS, AND INSURANCE

Attention of bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which requires that all bid bonds, performance bonds, labor bonds, employer's liability insurance, public liability insurance, worker's compensation insurance, and property damage insurance must be secured through Resident Agents of Arkansas.

4. BASIS OF AWARD:

The Contractor submitting the lowest and best proposal considering the Contractor's past experience and ability to do the work, and the character and quality of the equipment he proposes to furnish. The City reserves the right to select such proposals which in its opinion would serve its interest best.

5. SAFETY STANDARDS AND ACCIDENT PREVENTION

(A) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

(b) Exercise every precaution at all times for the prevention of accidents.

(c) Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured.

Contractor understands that the City reserves the right to reject any and all bids and to waive any formalities. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of a notice of the acceptance of this proposal, the Contractor shall deliver the Insurance Certificates as required by these specifications and shall execute the Contract Agreement within ten (10) calendar days.

6. PERMITS AND INSPECTIONS

(a) The Contractor shall obtain a permit as required by City Ordinances. Permit fees are exempt for City owned property.

(b) All work shall be performed in a good workmanship like manner and shall conform to codes enforced by the City Inspection Division.

(c) The contractor is responsible for requesting inspections before work is covered and requesting a final inspection when work is complete.

**AGREEMENT FOR PLUMBING
AND RELATED SERVICES**

This AGREEMENT executed this _____ day of _____, 1996, between the City of Fayetteville, Arkansas, hereinafter called the "City" and _____, hereinafter called the "Contractor", and having an address at _____.

IN CONSIDERATION OF THE FOLLOWING COVENANTS contained herein the parties agree as follows:

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- a. New construction as requested for jobs not bid separately;
- b. Repair as requested for jobs not bid separately;
- c. Additional work as required and as directed by owner.

2. The effective dates of this agreement shall be from award of contract through December 31, 1996.

3. City shall pay Contractor for services rendered as set out in Contractor's Bid.

Charges will be invoiced to City at the end of each Contractor's monthly accounting periods based upon the fee schedule outlined in Contractor's Bid and the expense charges to the project during the preceding accounting period. All invoices are due upon receipt and shall be paid by the City unless disputed within thirty (30) days of their receipt. The maximum amount billed under this agreement shall not exceed \$20,000 per project.

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6. Contractor shall not assign his duties under the terms of this contract.

7. Contractor agrees to hold the City harmless and indemnify the City against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract.

8. The Contractor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

<u>Workers Compensation</u>	Statutory Amount
<u>Comprehensive General and Automobile Insurance</u>	
Bodily Injury Liability	\$ 500,000 for each person injured.
	\$ 1,000,000 for each accident.
Property Damage Liability	\$ 250,000 for each accident.
	\$ 500,000 aggregate

The insurance shall include explosion, collapse and underground coverage. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

9. Contractor agrees to begin work within ten (10) days after issuance by the City of a "work order" or "Notice to Proceed" and to complete the work within the time agreed to by the parties.

10. All work called for herein shall be coordinated directly with the project manager for each project as designated by the City.

11. City shall have the right to terminate this Agreement for City's convenience upon written notice of Contractor, and Contractor shall terminate performance of services on a schedule acceptable to City. In the event of termination for City's convenience City shall pay Contractor for all services performed to date of termination.

12. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Contractor and City.

IN WITNESS WHEREOF, City and Contractor have executed this agreement, the effective date of which shall be _____.

CITY OF FAYETTEVILLE

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Tracie Paul, City Clerk

Contractor-Company Name

By: _____
Title: _____

ATTEST:

By: _____
Contractor-Company Secretary

CITY OF FAYETTEVILLE, ARKANSAS
General Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in bid. The responsibility of payment shall remain with the successful bidder. Tax amount shall show as a separate item.
4. Bids received after the date and time set for receiving bids will not be considered.
5. 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.
6. The bid price shall remain good and firm until project is completed.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form.
12. Bidders must provide the City with their bids signed by an employee 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.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

14. The 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 for any costs incurred by bidder in preparation of bid.
15. 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 time and date listed on the bid form.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request.
17. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.
18. Terms and conditions spelled out in the attached contract should be read carefully. The successful bidder shall sign and return the contract with copies of certificates of insurance within 10 days of notice of bid award.

CITY OF FAYETTEVILLE

BID# 96-12 & 96-13
ELECTRICAL & PLUMBING SERVICES

ADDENDUM #1, February 21st, 1996

ADD TO THE CONTRACT: Item #2: The City has the option to renew this contract for three consecutive one year terms. Annual increases will be allowed based on the consumer cost of living index.



JOHNSON MECHANICAL CONTRACTORS, INC.

City of Fayetteville
 113 W Mountain St.
 Fayetteville, AR 72701

The cost of living changes for contract #96-13 are as follows:

WAGE RATE PER HOURS WORKED

<u>CLASSIFICATION</u>	<u>REGULAR</u>	<u>OVERTIME</u>	<u>HOLIDAY</u>
MASTER PLUMBER	\$36.50	\$45.63	\$54.75
JOURNEYMAN	\$28.15	\$35.19	\$42.23
APPRENTICE	\$22.94	\$28.68	\$34.41
LABORER	\$12.52	\$15.65	\$18.78

- NOTES: 1. REGULAR TIME IS DEFINED AS MONDAY THROUGH FRIDAY FROM 7:00 A.M. TO 3:30 P.M.
 2. OVERTIME IS ANY TIME OTHER THAN REGULAR TIME.
 3. TRAVEL TIME WILL BE CHARGED BOTH WAYS.
 4. IN THE EVENT THAT STAYING OVER WOULD BE MORE LOGICAL THAN TRAVELING TO AND FROM JOBSITE EACH DAY, THE PER DIEM COST PER MAN WOULD BE \$50.00.

<u>EQUIPMENT TYPE</u>	<u>RATE PER DAY</u>	<u>EQUIPMENT TYPE</u>	<u>RATE PER DAY</u>
WELDER	\$50.00	PLATFORM SCISSOR LIFT	\$65.00
PLASMA CUTTER	\$25.00	SINGLE MAN LIFT	\$35.00
CUTTING TORCH	\$15.00	BACKHOE	\$250.00
GRINDER	\$5.00	COMPACTOR/TAMPER	\$40.00
PORTA-BAND SAW	\$15.00	DUMP TRUCK	\$200.00
CUT-OFF SAW	\$20.00	TRASH PUMP	\$25.00
PIPE THREADER	\$35.00	JACK HAMMER/ELECTRIC	\$75.00
PIPE GROOVER	\$40.00	HAMMER DRILL	\$20.00
PIPE & EQUIPMENT LIFT	\$25.00	CORE DRILL	\$75.00
STORAGE TRAILER	\$5.00	CORE BITS	DIAMETER x DEPTH x \$1.00

- NOTES: 5. MATERIAL WHICH WE FURNISH WILL BE MARKED UP AT THE RATE OF 25% MARK UP
 6. SECOND TIER SUBCONTRACT WORK WILL BE MARKED UP AT THE RATE OF 10% GROSS MARGIN
 7. RENTED EQUIPMENT WILL BE BILLED OUT AT OUR COST PLUS 5% GROSS MARGIN.
 8. THE PRECEDING RATES WILL BE IN EFFECT THROUGH 12/31/98.

Respectfully submitted,

Stan Johnson, President, Johnson Mechanical Contractors, Inc.
 March 23, 1998

STAFF REVIEW FORM

XXXX AGENDA REQUEST
 XXXX CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of April 7, 1998.

FROM:

Wayne Ledbetter *WLB* Engineering Division Public Works Department

ACTION REQUIRED: Approval of Change Orders 6 and 7 to the Contract for Reconstruction of 24th Street with APAC Arkansas Inc., McClinton-Anchor Div. in the amount of \$ 61,420.86. Approval of a budget adjustment for \$ 130,000.

COST TO CITY:

\$ 61,420.86 Cost of this Request	\$ 888,428 Category/Project Budget	24th Street Category/Project Name
4470-9470-5809-00 Account Number	\$ 882,331 Funds Used To Date	Street Improvements Program Name
96043-0010 Project Number	\$ 6,097 Remaining Balance	Sales Tax Fund

BUDGET REVIEW: xxxxx Budgeted Item xxxxx Budget Adjustment Attached

Ken Jones for SWD 3/24/98
 Budget Coordinator

Administrative Services Director

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

Marilyn J. Cramer
 Accounting Manager
Ken Jones
 City Attorney
P. Vice
 Purchasing Officer

3-24-98
 Date

ADA Coordinator

Date

3-25-98
 Date

Yolanda Fields
 Internal Auditor 579

3-25-98
 Date

3-25-98
 Date

STAFF RECOMMENDATION: Staff recommends that the Council approve the budget adjustment and the change orders with McClinton-Anchor for the 24th Street Reconstruction.

Division Head

Date

Cross Reference

Carol W. Cramer
 Department Director

3/25/98
 Date

New Item: **Yes**

Ben
 Administrative Services Director

3/25/98
 Date

Prev Ord/Res #: _____

Mayor

3/28/98
 Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

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

From: Wayne Ledbetter, Engineering



Date: March 23, 1998

RE: 24th Street Reconstruction
Change Orders 6 and 7

24th Street and a portion of Country Club Drive has been under construction and is about finished. This street is thirty-one (31) foot(measured from back of curb to back of curb) wide paved section beginning at School Avenue and ending near 26th Street(2400'+/-). The pavement section is asphalt with concrete curb and gutter and pedestrian sidewalk. Additional improvements include drainage construction.

During this construction we have encountered situations that require changing from the original Plans. These Change Orders deal with some additional work due to drainage and design changes. These changes are as follows:

Change Order 6

1. Force account work that essentially excavated for the engineered walls on the left side of 24th Street at the Askew drive and 26th Street.
2. Construction of the engineered walls.
3. Reconciliation of most quantities.
4. Reconstruction of slope from approximately Station 18+00 to 20+00.

Change Order 7

1. Drainage pipe near Station 15+00 across the pump station driveway.
2. Trench grate drainage system at Askew Drive.
3. Concrete ditch on the left side of the street to intercept groundwater draining from the slope and convey water to an outfall approximately 400 feet down hill.
4. Concrete pipe and pavement repair across the driveway (the old portion of 24th street) which conveys the water from the concrete ditch.

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5. Three hundred (300) feet of guard rail along the left side of 24th Street to protect vehicles from the entering an unrecoverable slope.

These change orders have a net increase of \$61,420.86. Please find enclosed these Change Orders enumerating the various items.

\$ 745,034.40 was budgeted for the construction contract with McClinton Anchor. With these change orders, the revised contract amount would be \$ 769,449.30. A budget adjustment is needed to cover these change orders.

The City Street department and sidewalk crews are going to improve the stretch of 24th Street between 26th and Ravenswood. The length of this part of the street is approximately 400 linear feet. The improvements include curb and gutter, pavement, sidewalk, and miscellaneous drainage. The cost of this construction will be approximately \$ 70,000. Also, a budget adjustment is needed for this work. The following is a summary of the anticipated construction costs and the budget adjustment need:

Construction costs Change Order 6 and 7 (McClinton Anchor)	\$ 61,420.86
Construction costs of street work by the City	\$ 70,000
Total	\$ 131,420.86
Remaining Balance in budget	\$ 6097
Budget adjustment needed	\$ 125,323.86

3. Staff Recommendation. The Staff recommends that the Council approve the budget adjustment of \$ 130,000 and the Change Orders to the construction contract with McClinton Anchor for the reconstruction of 24th Street.

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year	Department:	Sales Tax Capital Imprvs	Date Requested	Adjustment #
1998	Division:	Street Improvements	March 23, 1998	
	Program:	Street Improvements		

Project or Item Requested:

\$126,000 in the 24th Street Improvements Capital Project.

Project or Item Deleted:

\$70,672 from the Steele Property Bridge - Cost Sharing Capital Project, \$21,647 from the Vista - Hollywood Improvements Capital Project, and \$33,681 from the Maple Street Improvements Capital Project.

Justification of this Increase:

The budget increase is necessary to cover additional work due as requested as part of change orders #6 and #7.

Justification of this Decrease:

The Steele Property Bridge and Vista - Hollywood capital projects are currently on-hold and will be reexamined for inclusion in the 1999-2003 Capital Improvements Program. The Maple Street Improvements capital project is complete and sufficient funding remains to fund this adjustment.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Street Improvements	130,000	4470 9470 5809 00	96043 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Bridge & Drainage Impr	70,672	4470 9470 5817 00	97039 20
Bridge & Drainage Impr	25,647	4470 9470 5817 00	97042 20
Street Improvements	33,681	4470 9470 5809 00	96089 20

Approval Signatures

Requested By

Date

[Signature]
Budget Coordinator

3-24-98

Date

[Signature]
Department Director

3/25/98

Date

[Signature]
Admin. Services Director

3/25/98

Date

Mayor

Date

Budget Office Use Only

Type:

A

B

C

(D)

E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

CHANGE ORDER NO. 7PROJECT: 24th Street Reconstruction from School Avenue to Ravenswood LanePROJECT NUMBER: FY962102 CONTRACT DATE: January 7, 1997DATE OF ISSUANCE: March 24, 1998 EFFECTIVE ON DATE APPROVED BY
OWNEROWNER: City of Fayetteville, AR. CONTRACTOR: APAC-Arkansas, McClinton-Anchor Div.Reason for Change:
Owner request additional workChange:
See Attached List

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Price: \$647,856.00	Original Contract Times Substantial Completion (days): <u>180</u> Ready for final payment (days): <u>210</u>
Net Changes from previous Amendments or Changes: \$92,059.30	Net Changes from previous Amendments or Changes: Substantial Completion (days): <u>30</u> Ready for Final Payment (days): <u>30</u>
Net (Increase) for this Change: \$29,534.00	Net Increase for this Change: Substantial Completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Revised Contract Price: \$769,449.30	Revise Contract Times: Substantial Completion (days): <u>240</u> Ready for final payment (days): <u>270</u> Revised Completion Dates: Substantial Completion: April 30, 1998 Ready for final payment: May 30, 1998

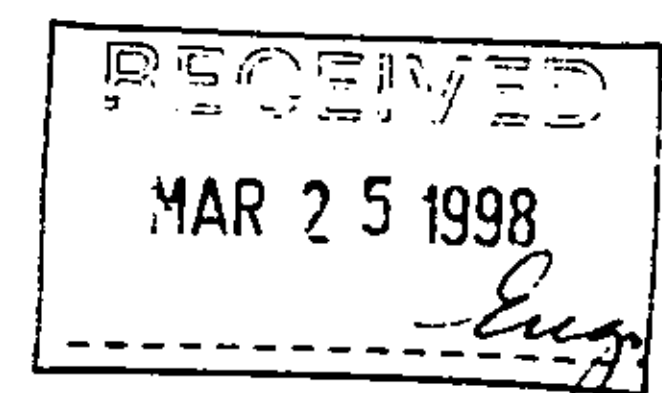
RECOMMENDED:

ACCEPTED:

APPROVED:

By: *Arnold D. Randolph*
EngineerBy: *James A. Cole*
ContractorBy: _____
OwnerDate: 3-24-98Date: 3/25/98

Date: _____



Bid Item	Description	Unit	Unit Price	Plan Qty	Plan \$	Prev Qty	This Est	Qty To Date	\$ Earned To Date
C7-1	18 inch Drainage Pipe with Flared End Section at Sta. 15+00	LS	\$3,074.00	1	\$3,074.00		0	0	\$0.00
C7-2	22 ft Trench Grate and 15 inch Drainage Pipe at Askew Drive	LS	\$5,950.00	1	\$5,950.00		0	0	\$0.00
C7-3	3 ft Wide Concrete Paved Ditch	LF	\$13.00	420	\$5,460.00		0	0	\$0.00
C7-4	18 inch RCP and Pavement Repair Under Driveway at Sta. 18+00 Lt	LF	\$35.00	30	\$1,050.00		0	0	\$0.00
C7-5	350 Lft Gaurd Rail on Left Side From Air Release MH Uphill	LS	\$14,000.00	1	\$14,000.00		0	0	\$0.00

**PARTIAL RECONCILIATION
CHANGE ORDER NO. 6**

PROJECT: 24th Street Reconstruction from School Avenue to Ravenswood Lane

PROJECT NUMBER: FY962102 CONTRACT DATE: January 7, 1997

DATE OF ISSUANCE: March 23, 1998 EFFECTIVE ON DATE APPROVED BY
OWNER

OWNER: City of Fayetteville, AR. CONTRACTOR: APAC-Arkansas, McClinton-Anchor Div.

Reason for Change: Reconciliation Change Order
Owner request additional work

Change:
See Attached List

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Price: \$647,856.00	Original Contract Times Substantial Completion (days): <u>180</u> Ready for final payment (days): <u>210</u>
Net Changes from previous Amendments or Changes: \$60,172.44	Net Changes from previous Amendments or Changes: Substantial Completion (days): <u>30</u> Ready for Final Payment (days): <u>30</u>
Net (Increase) for this Change: \$31,886.86	Net Increase for this Change: Substantial Completion (days): <u>30</u> Ready for final payment (days): <u>30</u>
Revised Contract Price: \$739,915.30	Revise Contract Times: Substantial Completion (days): <u>240</u> Ready for final payment (days): <u>270</u> Revised Completion Dates: Substantial Completion: December 10, 1997 Ready for final payment: January 9, 1998

RECOMMENDED:

By: *Arnold D. Rant...*
Engineer

Date: 3-23-98

ACCEPTED:

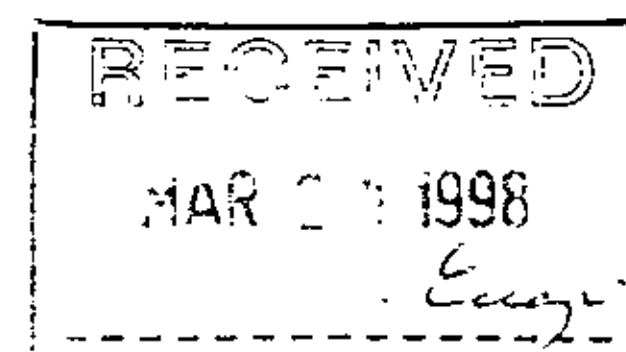
By: *James A. Cole*
Contractor

Date: 3/24/98

APPROVED:

By: _____
Owner

Date: _____



Partial Reconciliation Change Order for 24th Street Reconstruction

Bid Item	Description	Unit	Unit Price	Plan Qty	Plan \$	Plus Qty	Minus Qty	Final Qty	\$ Earned To Date
Bid Item	Description	Unit	Unit Price	Plan Qty	Plan \$	Plus Qty	Minus Qty	Final Qty	\$ Earned To Date
1	Trench & Excavation Safety Syst.	LS	\$2,000.00	1	\$2,000.00	0	0	1	\$2,000.00
2	Mobilization	LS	\$17,950.00	1	\$17,950.00	0	0	1	\$17,950.00
3	Clearing and Grubbing	STA	\$750.00	23.8	\$17,850.00	0	0	23.8	\$17,850.00
4	Site Preparation	STA	\$2,600.00	27.8	\$72,280.00	0	0	27.8	\$72,280.00
5	Existing Pavement Removal	SY	\$1.60	5800	\$9,280.00	1324.53	0	7124.53	\$11,399.25
6	Remove & Dispose of Culv. Pipe	LF	\$6.00	544	\$3,264.00	120	0	664	\$3,984.00
7	Remove & Dispose of Concrete Inlets and Junction Box	EA	\$426.00	3	\$1,278.00	0	1	2	\$852.00
8	Remove & Dispose of Concrete Headwall	EA	\$365.00	4	\$1,460.00	0	0	4	\$1,460.00
9	Drop Inlet, Type I	EA	\$2,200.00	15	\$33,000.00	1	0	16	\$35,200.00
10	Junction Box, Type I	EA	\$3,500.00	1	\$3,500.00	0	0	1	\$3,500.00
11	Extended Throat	LF	\$120.00	80	\$9,600.00	0	24	56	\$6,720.00
12	Energy Dissipator, Sta 14+13	LS	\$5,000.00	1	\$5,000.00	0	0	1	\$5,000.00
13	18" Drainage Pipe	LF	\$22.00	935	\$20,570.00	210	0	1145	\$25,190.00
14	24" Drainage Pipe	LF	\$24.00	570	\$13,680.00	0	88	482	\$11,568.00
15	18" F.E.S. Including Curtain Wall	EA	\$600.00	2	\$1,200.00	0	0	2	\$1,200.00
16	Rip Rap	TN	\$23.00	45	\$1,035.00	0	6.47	38.53	\$886.19
17	Seeding & Mulching	LS	\$21,000.00	1	\$21,000.00	0	0	1	\$21,000.00
18	12" Subgrade Fill (Select Material)	CY	\$6.50	3815	\$24,797.50	0	0	3815	\$24,797.50
19	4" Binder Course, Transition & Repair Section	SY	\$9.90	450	\$4,455.00	0	188.9	261.1	\$2,584.89
20	2" Asphalt Surface Course (Overlays between 26th & 27th Circles)	SY	\$5.50	840	\$4,620.00	0	578.9	261.1	\$1,436.05
21	Class 7 Base (7") Transition & Repair Section	SY	\$5.80	500	\$2,900.00	0	194.44	305.56	\$1,772.25
22	Leveling Course (between 24th & 27th Circles)	TN	\$50.00	150	\$7,500.00	0	150	0	\$0.00
23	Geogrid Reinforced Earth	LF	\$170.00	200	\$34,000.00	0	0	200	\$34,000.00
24	Gravel Driveway	SY	\$6.50	90	\$585.00	191.7	0	281.7	\$1,831.05
25	Asphalt Driveways	SY	\$11.50	200	\$2,300.00	123.3	0	323.3	\$3,717.95
26	6" Concrete Driveway	SY	\$30.00	120	\$3,600.00	224.1	0	344.1	\$10,323.00
27	4' Sidewalks Chg 2	SY	\$20.75	1100	\$22,825.00	0	99.6	1000.4	\$20,758.30
28	Undercut & Backfill	CY	\$12.00	800	\$9,600.00	0	291	509	\$6,108.00
29	Temporary Crushed Stone Surfacing	TN	\$9.00	5000	\$45,000.00	0	1332.78	3667.22	\$33,004.98
30	12" AWWA C1 200, C900 PVC	LF	\$20.50	830	\$17,015.00	0	26	804	\$16,482.00
31	Fire Hydrant Assembly	EA	\$1,540.00	2	\$3,080.00	0	0	2	\$3,080.00
31a	Fire Hydrant Assy, 7+00 Chg 3	LS	\$5,450.00	1	\$5,450.00	0	0	1	\$5,450.00
31b	Fir Hydrant Assy, 10+60 Chg 3	LS	\$4,160.00	1	\$4,160.00	0	0	1	\$4,160.00
32	Ductile Iron Fittings	LB	\$2.60	1570	\$4,082.00	0	75	1495	\$3,887.00
33	8" Tapping Sleeve & Valve	EA	\$1,550.00	1	\$1,550.00	1	0	2	\$3,100.00
34	Realign Ditch (Sheet 5)	LS	\$1,000.00	1	\$1,000.00	0	0	1	\$1,000.00
35	Remove & Reinstall Existing Street Regulation Signs	LS	\$735.00	1	\$735.00	0	0	1	\$735.00
36	Traffic Control & Maintenance of Traffic	LS	\$5,200.00	1	\$5,200.00	0	0	1	\$5,200.00
37	Storm Water & Erosion Control	LS	\$5,000.00	1	\$5,000.00	0	0	1	\$5,000.00
38	Pipe Underdrain	LF	\$12.00	450	\$5,400.00	680.5	0	1130.5	\$13,566.00
39	Remove & Relocate Wood Fence Sta 0+06 to 1+50	LF	\$6.70	160	\$1,072.00	0	0	160	\$1,072.00
40	Quad Mail Box Relocation, Including Base, Sta 21+35	LS	\$300.00	1	\$300.00	0	0	1	\$300.00
41	Mail Box Relocation, Including 4x4 Support Post	EA	\$100.00	1	\$100.00	0	0	1	\$100.00
42	Guard Rail	LS	\$1,000.00	1	\$1,000.00	0	0	1	\$1,000.00

Partial Reconciliation Change Order for 24th Street Reconstruction

Bid Item	Description	Unit	Unit Price	Plan Qty	Plan \$	Plus Qty	Minus Qty	Final Qty	\$ Earned To Date
43	Traffic Paint, Pavement Center Line Markings	LF	\$0.60	5600	\$3,360.00	0	1100	4500	\$2,700.00
44	Traffic Paint, Crosswalks	EA	\$850.00	1	\$850.00	0	1	0	\$0.00
44A	Air Release Vault	EA	\$2,475.00	1	\$2,475.00	0	0	1	\$2,475.00
45	Retaining Wall Deleted by C4	LS	\$25,000.00	0	\$0.00	0	0		\$0.00
46A	Class 7 Base (7")	SY	\$4.80	9250	\$44,400.00	0	83.56	9166.44	\$43,998.91
47A	4" Asphalt Binder Course	SY	\$7.90	7650	\$60,435.00	0	4.3	7654.3	\$60,468.97
48A	2" Asphalt Surface Course	SY	\$4.15	7650	\$31,747.50	118.3	0	7768.3	\$32,238.45
49A	Curb & Gutter	LF	\$7.25	4700	\$34,075.00	283.5	0	4983.5	\$36,130.38
C1	Realign Drain Pipe & 4 Inlets	LS	\$1,200.00	1	\$1,200.00	0	0	1	\$1,200.00
C4-1	Additional Common & Rock Excavation, Grade Change, Stations 14 thru 23	STA	\$6,355.00	9	\$57,195.00	0.0	0.0	9.0	\$57,195.00
C4-2	Demolish & Reconstruct Wall at Askew Drive	LS	\$7,250.00	1	\$7,250.00	0	0.5	0.5	\$3,625.00
C4-3	Keystone Block Wall at Telephone Equipment, Station 20-21 Rt (per SF of wall face)	SF	\$24.00	165	\$3,960.00	0	165	0	\$0.00
C4-4	Handrail at Keystone Wall	LF	\$55.00	66	\$3,630.00	0	66	0	\$0.00
C4-5	4" Compacted Cl. 7 Base at Askew Drive (95% Modified Proctor)	SY	\$5.00	110	\$550.00	290		400	\$2,000.00
C4-6	2" Hot Mix Asphalt Surface Course at Askew Drive	SY	\$5.50	110	\$605.00	290		400	\$2,200.00
C5-1	Additional Class 7 Base	TN	\$12.35	356.7	\$4,405.25	0	0	356.7	\$4,405.25
C5-2	Raise Junction Box at Station 14+18	LS	\$200.00	1	\$200.00	0	0	1	\$200.00
C5-3	Remove and Dispose of Curb and Gutter	LF	\$2.50	140	\$350.00	38	0	178	\$445.00
C5-4	Remove and Dispose of Asphalt Binder	SY	\$3.20	21	\$67.20	0	0	21	\$67.20
C6-1	Keystone Wall Askew Drive to 26th	SF	\$24.00	0		1603	0	1603	\$38,472.00
FAW 1-1	Supervisor	HR	\$30.00	29.5	\$885.00	0	0	29.5	\$885.00
FAW 1-2	Labor	HR	\$22.00	21.5	\$473.00	0	0	21.5	\$473.00
FAW 1-3	Premix Asphalt	TN	\$27.50	19.1	\$525.25	0	0	19.1	\$525.25
FAW 1-4	140G Motor Grader	HR	\$65.00	2	\$130.00	0	0	2	\$130.00
FAW 1-5	Dynapac Roller	HR	\$64.00	1	\$64.00	0	0	1	\$64.00
FAW 1-6	Pickup 573-612	HR	\$10.00	2.5	\$25.00	0	0	2.5	\$25.00
FAW 1-7	Pickup 543-551	HR	\$10.00	2.5	\$25.00	0	0	2.5	\$25.00
FAW 1-8	Pickup 573-604	HR	\$10.00	18	\$180.00	0	0	18	\$180.00
FAW 1-9	Cat Backhoe	HR	\$57.00	41	\$2,337.00	0	0	41	\$2,337.00
FAW 1-10	Dump Truck	HR	\$49.00	11.5	\$563.50	0	0	11.5	\$563.50
FAW 1-11	Top on Dissipator Box	LS	\$681.00	1	\$681.00	0	0	1	\$681.00
FAW 1-12	Lower Telephone (Askew Driveway)	LS	\$1,500.00	1	\$1,500.00	0	0	1	\$1,500.00
FAW 1-13	Lower MH at 26th Street Circle	LS	\$700.00	1	\$700.00	0	0	1	\$700.00
FAW 1-14	Repair Seeded Slope Sta 18+00 to 20+50 on the Lt	LS	\$1,500.00	1	\$1,500.00	0	0	1	\$1,500.00
Revised Contract Price Including Change Number 6					\$717,617.20				\$739,915.30

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of 4/7/98

FROM:

Harold Dahlinger Facilities Maint. Admin. Services
 Name Division Department

ACTION REQUIRED: Request approval of Contract with Avanti Demolition to demolish Summit water tank and water filter building and approval of a Budget Adjustment.

COST TO CITY:

<u>\$19,400</u> Cost of this Request	\$ <u>25,000</u> Category/Project Budget	<u>Summit Demolition</u> Category/Project Name
<u>5400-5600-5315.00</u> Account Number	\$ <u>-0-</u> Funds Used To Date	<u>Contract Services</u> Program Name
<u>98075-20</u> Project Number	\$ <u>25,000</u> Remaining Balance	<u>Water/Sewer</u> Fund

BUDGET REVIEW: _____ Budgeted Item X Budget Adjustment Attached

W. G. Smith 3-24-98
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
 Accounting Manager
[Signature]
 City Attorney
P. Vice
 Purchasing Manager

3-24-98

Date

Internal Auditor

Date

4-24-98

Date

ADP Coordinator

Internal Auditor

Date

3-24-98

Date

STAFF RECOMMENDATION: Staff recommends approval.

Harold Dahlinger
 Division Head

3/24/98
 Date

Cross Reference

Department Director

Date

New Item: Yes No

BRM
 Administrative Services Director

3/24/98
 Date

Prev Ord/Res #: _____

Mayor

3/25/98
 Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor
Ben Mayes, Admin. Services Director

FROM: Harold Dahlinger, Facilities Supt. 

DATE: March 24, 1998

RE: APPROVAL OF CONTRACT WITH AVANTI DEMOLITION AND THE
ATTACHED BUDGET ADJUSTMENT FOR THE SUMMIT
DEMOLITION PROJECT.

After several visits by staff to the Summit Water Processing site it is recommended that the tank and filter building be leveled. The design of the filter building prohibits use of the building without major and costly changes being made to it. Staff recommends that the north building remain. This building can be utilized for various functions. The north building will need a new roof and a low bid in the amount of \$8,720.00 has been received for its replacement.

Phase II of this project will consist of bringing in topfill and grading the site.

Staff recommends approval of this contract and budget adjustment.

BID: 98-20
 DATE: 3/23/98
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: DEMOLITION

BIDDER	ITEM #1	ITEM #2	TOTAL
AVANTI DEMOLITION	\$16,600.00	\$2,800.00	\$19,400.00
STEVEN BRYANT	\$30,000.00	\$4,750.00	\$34,750.00
HECKATHORN CONST	\$24,442.00	\$4,408.00	\$28,850.00
MARINONI CONST	\$30,616.00	\$4,984.00	\$35,600.00
MOBLEY CONST	\$39,099.53	\$21,568.43	\$60,667.96

Certified by JVice
 P Vice Purch Mgr

Bulliams
 Witness Date 3/23/98

1.66

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 1998	Department: Water & Sewer Capital	Date Requested March 23, 1998	Adjustment #
	Division: W/S Improvements		
	Program:		

Project or Item Requested:

\$25,000 is needed to start the Water & Sewer Storage Building Demolition Project.

Project or Item Deleted:

\$25,000 from the Water & Sewer Use of Fund Balance.

Justification of this Increase:

The project is needed to demolish the old Water & Sewer building located at the summit of Mount Sequoyah.

Justification of this Decrease:

Sufficient funding remains in fund balance to meet Water & Sewer fund obligations.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Contract Services	25,000	5400 5600 5315 00	98075 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	25,000		

Approval Signatures

Requested By

Date

Budget Coordinator

Date

Department Director

Date

Admin. Services Director

Date

Mayor

Date

Budget Office Use Only

Type:

A

B

C

D

E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

INVITATION TO BID

BID # 98-20	DATE ISSUED: February 26, 1998	DATE AND TIME OF OPENING: March 23, 1998 at 11:00 a.m.
BUYER: City of Fayetteville, AR	DATE REQUIRED: 30 DAYS ARO	
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE: 10-20 days

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	Per Attached Specifications:			
1	Demolition of Summit Storage Tank	1 Job	Phase I	\$16,600. ⁰⁰
2	Demolition of South Building Tanks & Filter Bed	1 Job	Phase II	\$2,800. ⁰⁰
Phase I & Phase II will be awarded as a single contract. 5% BID BOND REQUIRED WITH BID.				
CONTRACTOR'S LICENSE# Mandatory on bids \$20,000 or more. 100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given. Contact person is Harold Dahlinger at 501/575-8361 More detail of specifications will be given at pre-bid. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			TOTAL OF PHASE I & II: \$19,400.⁰⁰	

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.

UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM: <i>Albany Demolition</i>	PHONE: <i>(501) 444-9238</i>	TAX PERMIT:
	BUSINESS ADDRESS: <i>244 BAYLER LANE</i>	CITY AND STATE: <i>FAY, AR</i>	ZIP: <i>72701</i>
	AUTHORIZED SIGNATURE: <i>Bill Tuttle</i>	TITLE: <i>OWNER</i>	DATE: <i>3/19/98</i>

BID 98-20
DEMOLITION OF TANKS, BUILDINGS & OTHER
RELATED ITEMS

PRE-BID MEETING AT SITE ON
MARCH 17TH, 1998, AT 9:30 A.M.

PROJECT MANAGER, HAROLD DAHLINGER
501/575-8361

NOTICE TO BIDDERS

BID NO. 98-20 Demolition

The City of Fayetteville, Arkansas, will receive sealed bids at the Purchasing Office, City Hall, 113 West Mountain Street, Fayetteville, Arkansas until March 23rd, 1998, at 11:00 a.m. for the furnishing of: Demolition of Concrete Tanks & Buildings.

A pre-bid conference and walkthrough will be held March 17th, 1998, at 9:30 a.m. at the site. Bid forms and specifications will be available to interested bidders in Room 306, 3rd Floor of the City Administration Building, 113 West Mountain. Bid forms and specifications should be picked up prior to pre-bid conference.

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

Peggy A. Vice
Purchasing Manager

INVITATION TO BID

BID # 98-20	DATE ISSUED: February 26, 1998	DATE AND TIME OF OPENING: March 23, 1998 at 11:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Demolition of Summit Storage Tank	1 Job	Phase I	
2	Demolition of South Building Tanks & Filter Bed	1 Job	Phase II	
Per Attached Specifications: Phase I & Phase II will be awarded as a single contract. 5% BID BOND REQUIRED WITH BID. CONTRACTOR'S LICENSE# Mandatory on bids \$20,000 or more. 100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given. Contact person is Harold Dahlinger at <u>501/575-8361</u> More detail of specifications will be given at pre-bid. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			TOTAL OF PHASE I & II: 	
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.				
UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM:	PHONE:	TAX PERMIT:	
	BUSINESS ADDRESS:	CITY AND STATE:		ZIP:
	AUTHORIZED SIGNATURE:	TITLE:		DATE:

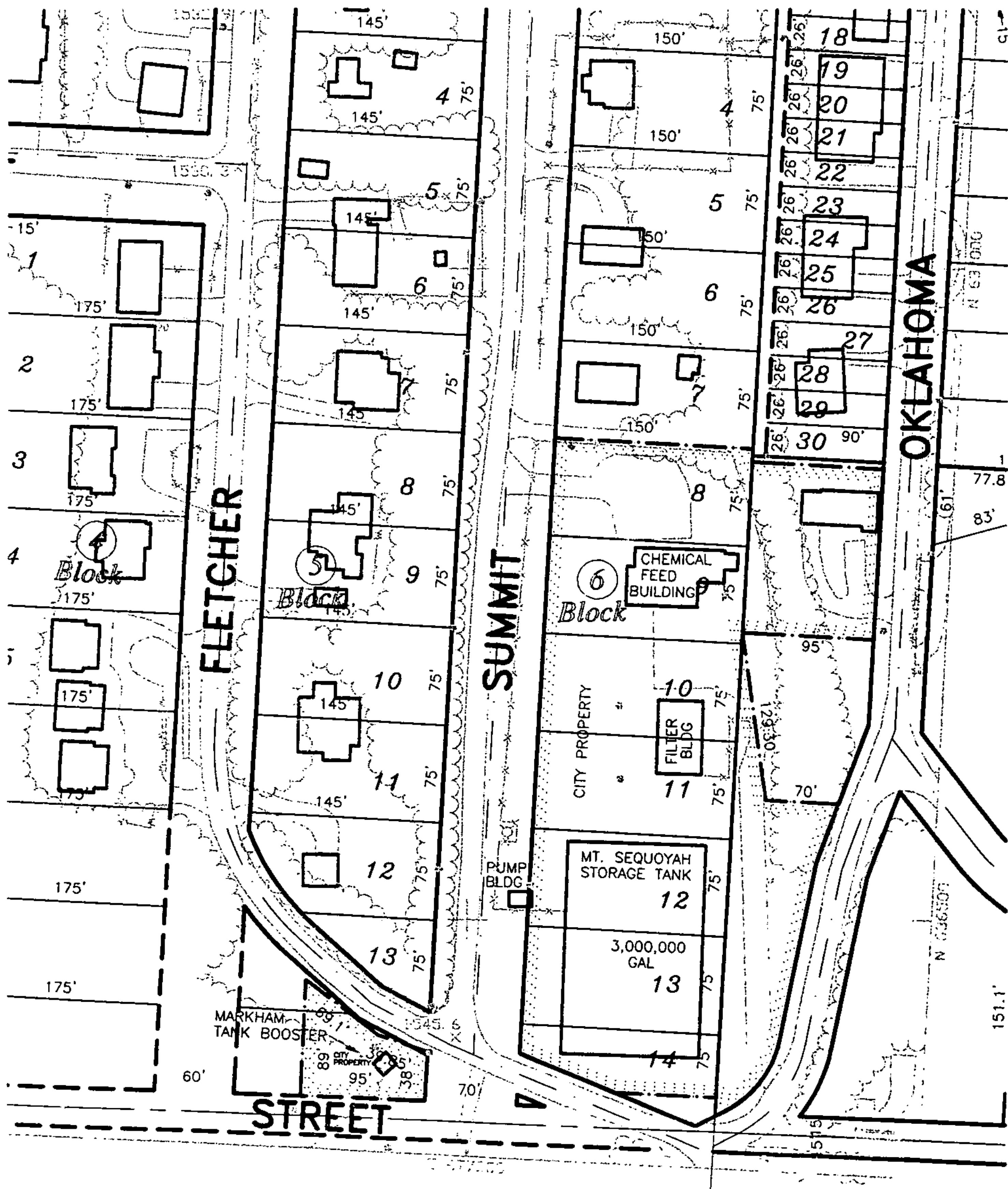
Bid 98-20**Phase I****Specifications for Demolition Summit Street Storage Tank:
(120' x 200')**

1. Demolish and remove all steel, miscellaneous metal and wood from tank and site.
2. West and South wall to be razed and used for fill. East wall to be partially removed as well as North wall.
3. Site is to be sloped to the contour of existing hill to the North and East.
4. Site area is to be leveled to a degree where top filling can later be applied.

Phase II**Specifications for Demolition of South Building 58x35 Brick, Block, Concrete
Tanks/Filter 1000 sq.ft. each.**

1. Demolish and remove from site all steel, windows and doors, roofing material, etc.
2. All concrete, block, brick, etc. is to be used to fill in basement of structure and filter tank area.
3. Site area is to be leveled to a degree where top filling can be brought in at a later date.

Dump site for Phase I & Phase II materials to be removed from site must be supplied by contractor and be included in bid price.



CITY OF FAYETTEVILLE, ARKANSAS
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in bid. The responsibility of payment shall remain with the successful bidder.
4. Bids received after the date and time set for receiving bids will not be considered.
5. 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.
6. The bid price shall remain good and firm until project is completed.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form.
12. Bidders must provide the City with their bids signed by an employee 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.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. The 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 for any costs incurred by bidder in preparation of bid.

15. 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 time and date listed on the bid form.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request.
17. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.
- *18. Public improvement bids with a total of \$20,000 or more shall submit certificates of insurance within 10 days of notice of bid award. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person.
	\$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate.

- *19. Public improvement bids with a total of \$20,000 or more require a 5% bid bond and if awarded, a 100% performance and payment bond to be submitted before notice to proceed is given.
- *20. Public improvement bids exceeding \$20,000 or more require a contractor's license.
- *21. The City shall pay Contractor based on unit prices indicated in contractor's bid proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
- *22. Contractor shall not assign his duties under the terms of this agreement. All work shall be coordinated directly with the Project Manager, or their designee.

*Applies to construction public improvement projects only, unless otherwise noted.

CONTRACT

This contract executed this 7th day of April, 1998, between the City of Fayetteville, Arkansas, hereinafter called the City, and Avanti Demolition, hereinafter called the Contractor, and having an address at 244 Baxter Lane, Fayetteville AR 72701.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor at his own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 98-20 as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #98-20, all included herein as if spelled out word for word.
2. The City shall pay the Contractor based on prices indicated in Contractor's Proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Amount of contract not to exceed \$19,400.
3. The Contract documents which comprise the contract between the City and the Contractor consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 98-20 with the specifications and conditions typed thereon.
 - B. The Contractor's proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.
5. Contractor shall not assign his duties under the terms of this agreement.
6. Contractor agrees to hold the City harmless and indemnify the City, against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. The Contractor shall furnish a certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$250,000 for each person injured.
	\$500,000 for each accident.
Property Damage Liability	\$250,000 for each accident.
	\$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. If contract exceeds \$20,000, Contractor agrees to furnish a Performance Bond, approved by the City, guaranteeing the performance of this contract, for not less than one hundred percent of the amount of this contract. Said performance bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements. The Contractor agrees to furnish proof of licensure as required under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature.
9. Contractor agrees to begin work within ten (10) days of notice to proceed and complete the work within 45 calendar days thereafter. Liquidated damages of \$100 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.
10. All work called for herein shall be coordinated directly with Harold Dahlinger, Facilities Manager at 575-8361.

11. This contract may be terminated by the City with 10 days written notice.
12. Contractor shall be responsible for meeting compliance with ADA regulations.

WITNESS OUR HANDS THIS _____ DAY OF _____, 1998.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

FIRM NAME

ATTEST: SECRETARY

BY _____
NAME AND TITLE

BUSINESS ADDRESS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer 

Thru: Kevin Crosson, Public Works Director

Charles Venable, Ass't Public Works Director

Subject: Engineering Contract, Crafton and Tull, Inc.
Cleveland Street Improvements

Date: March 5, 1998

Attached for your review and approval is the proposed contract between Crafton and Tull, Inc. and the City of Fayetteville for engineering services relating to the planned improvements to Cleveland Street. The Contract Price is \$ 58,431.83 and breaks down as:

1. Design Phase Services	\$	40,754.44 (Not to Exceed)
2. Right of Way/Easement Plats		3,000.00 (Based on 10 Plats)
3. Bidding Phase Services		3,397.39 (Not to Exceed)
4. <u>Reimbursable Expenses</u>		<u>11,280.00</u> (Estimated)
Total Contract Price	\$	58,431.83

This price includes a fixed fee of 15 percent and will not exceed \$ 5,758.94 based on Items 1 and 3 as shown above. The contract does not include:

- a) The cost of construction management services. The fee for construction management services will be negotiated at a later date and be added to the contract by amendment.
- b) Any required engineering related to the possible relocation of water or sewer lines other than the relocation of meters, associated service lines, and adjustment of manholes and valves to the new grade. If any additional engineering services are required the fee for such services shall be negotiated and added to this contract by amendment.

The Staff is recommends that a contingency of \$15,000.00 be approved in addition to the Contract Price of \$ 58,431.83. The contingency would be used to cover a possible overrun in the number of right of way/easement plats required for the project, a possible overrun in the reimbursable expenses, and extra engineering costs that would be associated with the possible relocation of water and sewer lines.

The scope of the project includes widening Cleveland Street and installation of curbs and gutter, drainage improvements, and a grade crossing at the railroad tracks. The project will extend from Garland Street on the west to the intersection of Prospect and Gregg Street on the west. The width of the new street and the location of sidewalks will depend on the existing conditions and will be subject to approval by the Street Committee.

It is the recommendation of the Staff that the proposed contract be approved at the Contract Price of \$ 58,431.83 along with a contingency of \$15,000.00 for a total of \$73,431.83.



**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the CITY OF FAYETTEVILLE, ARKANSAS acting by and through its Mayor, hereinafter referred to as the "OWNER", and NORTHWEST ENGINEERS, a division of Crafton, Tull & Associates, Inc., Consulting Engineers, with offices in Fayetteville, Arkansas, hereinafter referred to as the "Engineer".

WITNESSETH THAT:

WHEREAS, the "OWNER" is planning to reconstruct Cleveland Street from Garland Avenue to Gregg Street, a distance of approximately 2600 feet, and

WHEREAS, the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and

WHEREAS, the ENGINEER'S staff is adequate and well qualified and it has been determined that its current workload will permit completion of the plans for the project on schedule;

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

SECTION I ~ EMPLOYMENT OF ENGINEER

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

SECTION II ~ DESCRIPTION OF THE PROJECT

The reconstruction of Cleveland Street from Garland Avenue to Gregg Street will consist of replacing and widening the existing street with basecourse and ACHM surfacing and installing concrete curb and gutter along with storm drainage to provide for a street section no less than 28 feet nor more than 36 feet measured back-to-back of curb. All design criteria including drainage improvements shall meet the "Owner's" present pavement and drainage design criteria.

SECTION III ~ INFORMATION AND SERVICES

The "OWNER" will furnish any specifications, standards and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the ENGINEER on magnetic media.

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

The project will be designed and constructed to meet local street standards in accordance with the "OWNER'S" pavement design and drainage criteria. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions of City of Fayetteville Specifications. The design concept with regard to street alignment, pavement section, geometrics, detours, right-of-way, and utility relocation shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

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

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical data for pavement design and embankment stability.

The "ENGINEER" shall conduct preliminary design and prepare preliminary construction limits, perform all needed stability analyses, design of detours where needed, and preparation of maintenance of traffic plans detailing needed signing and striping during construction, as well as for permanent application after the completion of street construction.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and shall conduct a coordination meeting among all affected utility companies to enable them to develop utility agreements regarding any necessary utility relocations.

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

SECTION V ~ COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the "OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and

construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans, but this stipulation will not relieve the "ENGINEER" of responsibility to the design of the project.

SECTION VI ~ OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII ~ PRELIMINARY SUBMISSION

The preliminary submission shall be at the 35% completion stage of the design and preparation of the Plans and Specifications. The "ENGINEER" shall submit three (3) sets of preliminary plans for review.

SECTION VIII ~ FINAL SUBMISSION

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

- A. One (1) copy of all design calculations.
- B. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disk compatible with AutoCAD Release 13 Software.
- C. The estimated cost of construction and detailed estimate of time in calendar days required for completion of the contract.

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

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

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

Prior to the start of construction, the "ENGINEER" shall establish benchmarks for elevation control and tie layout work to Fayetteville's GPS and provide centerline

construction reference points/alignment to all PCs, PTs, and at POTs where necessary for the proposed roadway.

SECTION X ~ SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein, other than the subcontract with *Geo-Tech*, as attached to this Agreement, shall require prior approval by the "OWNER".

SECTION XI ~ TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within one-hundred, eighty (180) calendar days.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner (5 working days per submittal).

SECTION XII ~ FEES AND PAYMENTS

- A. **A. "Design" Phase Services** - For and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work-time directly connected with work chargeable to the project, plus payroll additives and general overhead cost of *147.84* of direct labor costs, (plus direct reimbursable expenses associated with the project), plus a fixed fee, which are payable as follows:

"Design" Phase Services - Costs not to exceed	\$35,438.64
Fixed fee for "Design" Services	\$ 5,315.80
Engineering contract amount for "Design" Phase Services not to exceed	\$40,754.44

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

Appendix "B" covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the "ENGINEER".

Final payment for Design Services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" Phase for the project.

B. "Bidding" Phase Services - For "bidding" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of *147.84* of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are payable as follows:

"Bidding" Phase Services cost not to exceed	\$ 2,954.25
Fixed fee for "Bidding" Services	\$ 443.14
Engineering contract amount for "Bidding" Phase Services not to exceed	\$ 3,397.39

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

C. "Preparation of plats and legal descriptions" services - For services to prepare plats and legal descriptions for additional rights-of-way required for the project, the "Owner" shall pay the "Engineer" on the basis of \$300 per parcel.

Estimated 10 parcels at \$300 =	\$3,000.00
---------------------------------------	------------

D. "Construction" Phase Services - For construction phase services rendered by the "Engineer", the "Owner" shall pay the "Engineer" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of \$147.84 of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee. These fees and payments will be negotiated to the mutual satisfaction of the "Owner" and the "Engineer" prior to the issuance of a notice-to-proceed to the construction contractor, and payment for these services shall be provided for by amendment to this contract.

E. "Geotechnical" Investigation Services - For geotechnical investigative services associated with the design, the "OWNER" shall pay the "ENGINEER" a fee not to exceed \$4050. The basis of this upper limit and justification for the fee is contained in Appendix "C", attached hereto, which is a geotechnical proposal from McClelland Engineers of Fayetteville, Arkansas.

SECTION XIII - CHANGES

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

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

SECTION XIV ~ OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of the "OWNER". The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV ~ POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

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

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

SECTION XVI ~ MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decision in the matter shall be final and

conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.

2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claims and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. It shall be a professional engineer, licensed in the State of Arkansas.

4. ENGINEER'S Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVII ~ SUCCESSORS AND ASSIGNS

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

SECTION XVIII ~ COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bona fide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract or breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

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

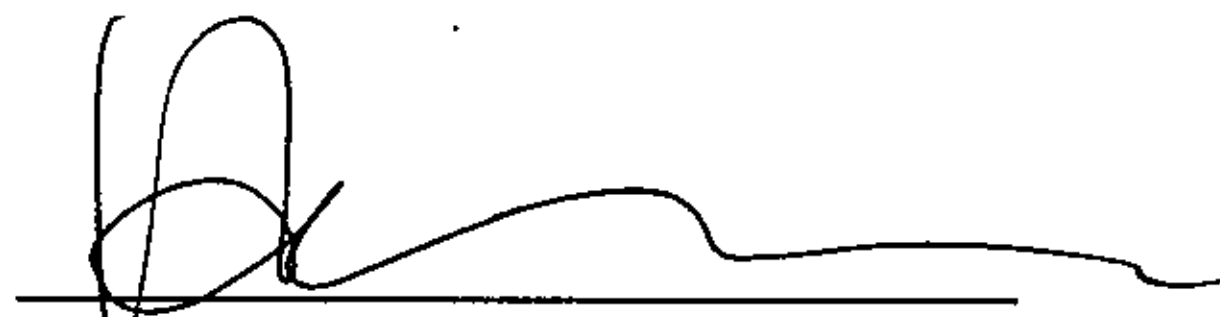
CITY OF FAYETTEVILLE

ATTEST:

NORTHWEST ENGINEERS
A Division of Crafton, Tull & Associates, Inc.


Dan Brown, P. E.

ATTEST:


Robert E. (Gene) Reece, Secretary

1.90 E OF SERVICES / MAN-HOUR ESTIMATE

IMPROVEMENTS TO CLEVELAND STREET

FAYETTEVILLE, ARKANSAS

MARCH, 1998

APPENDIX A

Page 1 of 2

DESIGN PHASE SERVICES

Man-hour Estimate

ITEM NO.	ITEM DESCRIPTION	SURV. CREW	LAND SURV.	CLRC. ASNT.	ENGR. TECH.	DSGN. ENGR.	PROJ. ENG.	SUPR. ENGR.
1	Topographic Survey - X-section exist. roadway, locate all exist. utilities, and right-of-way. Reduce data and prepare base topo plan.	90.0	30.0		40.0	16.0	4.0	2.0
2	Set preliminary geometry and prepare preliminary plan and profile layouts.				40.0	24.0	8.0	2.0
3	Design pavement section and prepare preliminary typical sections.				16.0	8.0	4.0	1.0
4	Prepare preliminary drainage plan and report.				8.0	16.0	8.0	1.0
5	Prepare a preliminary engineering Assessment and submit it along with preliminary plans to City for review.			4.0	2.0	8.0	8.0	1.0
6	Meet with utility companies and review/ coordinate utility relocation requirements.						8.0	8.0
7	Set final roadway geometry and prepare plan and profile sheets.				40.0	24.0	8.0	4.0
8	Finalize drainage design and include on plan sheets.				24.0	16.0	8.0	2.0
9	Prepare final typical sections and details for the project.				40.0	16.0	8.0	2.0
10	Prepare x-sections.				24.0	8.0	4.0	1.0
11	Prepare specifications and contract documents for the project.			8.0	8.0	16.0	8.0	2.0
12	Submit final construction documents to City for review.			4.0			4.0	4.0
13	Revise plans and specifications per City review.			4.0	40.0	24.0	4.0	2.0
14	Submit revised/completed construction documents to City.			4.0			4.0	4.0
15	Attend required City meetings - Design Coordination, Council meetings, public meetings, etc.				8.0		16.0	16.0
		90.0	30.0	24.0	290.0	176.0	104.0	52.0

SCOPE OF SERVICES / MAN-HOUR ESTIMATE
IMPROVEMENTS TO CLEVELAND STREET

FAYETTEVILLE, ARKANSAS

MARCH, 1998

APPENDIX A

1.91

Page 2 of 2

BIDDING PHASE SERVICES

Man-hour Estimate

ITEM NO.	ITEM DESCRIPTION	SURV. CREW	LAND SURV.	CLRC. ASNT.	ENGR. TECH.	DSGN. ENGR.	PROJ. ENG.	SUPR. ENGR.
1	Prepare final bid packages, advertise for bids, and assist with the bidding process as necessary.			16.0			16.0	16.0
				16.0			16.0	16.0

OUR SUMMARY / FEE ESTIMATE

IMPROVEMENTS TO CLEVELAND STREET

FAYETTEVILLE, ARKANSAS

MARCH, 1998

APPENDIX B

Page 1 of 2

MAN-HOUR SUMMARY

DESIGN PHASE SERVICES	UNITS	RATE	TOTAL
Survey Instrument Man	90.0 Hours	\$10.00	\$900.00
Survey Party Chief	90.0 Hours	\$12.00	\$1,080.00
Land Surveyor	30.0 Hours	\$17.50	\$525.00
Clerical Assistant	24.0 Hours	\$10.80	\$259.20
Engineering Technician	290.0 Hours	\$12.00	\$3,480.00
Design Engineer	176.0 Hours	\$19.50	\$3,432.00
Project Engineer	104.0 Hours	\$25.20	\$2,620.80
Supervising Engineer	52.0 Hours	\$38.50	\$2,002.00
Total Direct Labor			\$14,299.00
Overhead (147.84%)			\$21,139.64
Fixed Fee			\$5,315.80
Sub-Total (Design Phase)			\$40,754.44

RIGHT-OF-WAY AND EASEMENT PREPARATION	UNITS	RATE	TOTAL
Prepare R/W and easments (legal descriptions and plats)	10.0 Plats	\$300.00	\$3,000.00

BIDDING PHASE SERVICES	UNITS	RATE	TOTAL
Clerical Assistant	16.0 Hours	\$10.80	\$172.80
Project Engineer	16.0 Hours	\$25.20	\$403.20
Supervising Engineer	16.0 Hours	\$38.50	\$616.00
Total Direct Labor			\$1,192.00
Overhead (147.84%)			\$1,762.25
Fixed Fee			\$443.14
Sub-Total (Bidding Phase)			\$3,397.39

CONSTRUCTION PHASE SERVICES

Cost to be negotiated

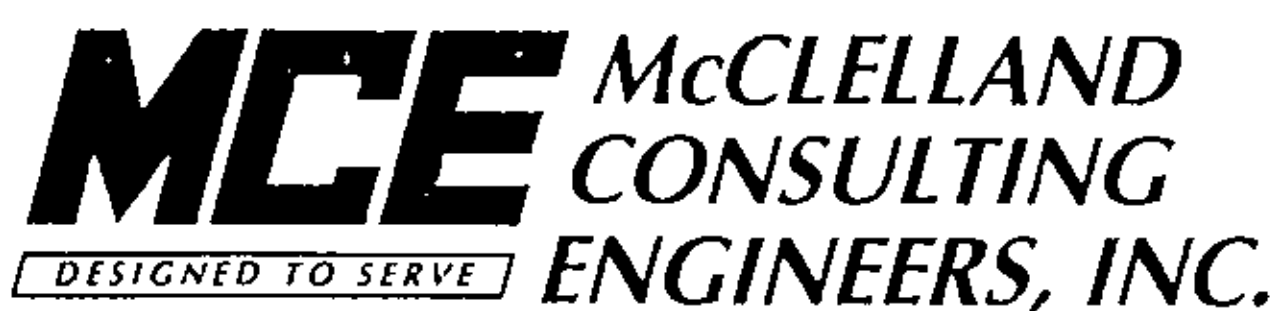
REIMBURSABLE EXPENSES	UNITS	RATE	TOTAL
CADD Charges	290.0 Hours	\$20.00	\$5,800.00
CADD Plotter Charges	35.0 Sheets	\$18.00	\$630.00
Printing and Reproduction	800.0 Sheets	\$1.00	\$800.00
Geotechnical (Subconsultant)			\$4,050.00
Sub-Total (Bidding Phase)			\$11,280.00
TOTAL FEE			\$58,431.83

IMPROVEMENTS TO CLEVELAND STREETFAYETTEVILLE, ARKANSAS
MARCH, 1998**APENDIX B**

Page 2 of 2

CONSULTANT PERSONNEL LIST

NAME	TITLE
Dan Brown, P.E.	Supervising Engineer
Kurtis Jones, P.E.	Project Engineer
Robert Reece, P.E.	Design Engineer
Geoff Bates, E.I.	Design Engineer
Mike English	Engineering Technician
Brett Watts	Engineering Technician
Al Harris, R.L.S.	Land Surveyor
Scott Schneider	Survey Party Chief
Richard Fletcher	Survey Instrument Man
Kathi Davidson	Clerical Assistant
Dean Young	Inspector



MATERIALS LABORATORY

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

**GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
 CLEVELAND STREET IMPROVEMENTS
 FAYETTEVILLE, ARKANSAS
 for
 NORTHWEST ENGINEERS, INC.
 FAYETTEVILLE, ARKANSAS
 January 19, 1998**

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization	1	LS	\$75.00	\$75.00
	Backhoe Rental (For CBR Samples)	5	HR	\$50.00	\$250.00
	Soils Technician (For CBR Samples)	6	HR	\$30.00	\$180.00
	Excavation Repair (For CBR Samples)	1	LS	\$300.00	\$300.00
	Two Flagmen (For CBR Samples)	5	HR	\$50.00	\$250.00
				<i>Subtotal</i>	\$1,055.00
2	Boring Setup Charges	5	EA	\$20.00	\$100.00
	Boring Layout	0.5	HR	\$60.00	\$30.00
				<i>Subtotal</i>	\$130.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling in Roadway Area (5 Borings - 5 feet max.)	25	LF	\$8.00	\$200.00
				<i>Subtotal</i>	\$200.00
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	10	EA	\$8.00	\$80.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	5	EA	\$45.00	\$225.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	5	EA	\$50.00	\$250.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	5	EA	\$40.00	\$200.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	8	EA	\$8.00	\$64.00
	ASTM D-1883, California Bearing Ratio	5	EA	\$250.00	\$1,250.00
				<i>Subtotal</i>	\$2,069.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	1	HR	\$95.00	\$95.00
	Engineering Analysis & Recommendations (Project Engr.)	3	HR	\$65.00	\$195.00
	Senior Engineering Technician	3	HR	\$55.00	\$165.00
	Boring Plot Plan & Log Preparation (Draftsman)	2	HR	\$40.00	\$80.00
	Report Preparation (Clerical)	2	HR	\$30.00	\$60.00
				<i>Subtotal</i>	\$595.00

ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING

\$4,049.00

QUOTE Not to exceed \$4,050.00

SUBMITTED BY:

R. WAYNE JONES, P.E.
 Project Manager

STAFF REVIEW FORM

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the City Council Meeting of

April 7, 1998

From:

Jan Simco

Community Development

Admin Services

Name

Division

Department

ACTION REQUESTED:

Consideration of an Offer and Acceptance Contract with Barbara Carr and Mary Carr to acquire real property located at 240 E Center, Fayetteville.

COST TO THE CITY:

\$12,000

Cost of this request

\$75,000

Project Budget

Acquisition

Category/Project Name

2180.4940.5390.18

Account Number

\$1,700

Funds used to date

Housing Services

Program Name

\$73,300

Remaining Budget

Community Development

Fund

BUDGET REVIEW:X

Budgeted Item

Budget Adjustment Attached

Jan Simco for SLP
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency:

Marilyn G. Chamer 3-23-98
 Accounting Manager Date

Yolanda G. Gilds 3-23-98
 Internal Auditor Date

Paul J. [Signature] 3-23-98
 City Attorney Date

ADA Coordinator Date

D. V. [Signature] 3-23-98
 Purchasing Manager Date

STAFF RECOMMENDATION:

Staff requests approval of the Offer and Acceptance Contract.

Jan Simco 3-23-98
 Division Head Date

[Signature] 3/24/98
 Admin Svcs Director Date

Department Director Date

[Signature] 3/25/98
 Mayor Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Mayor Fred Hanna

FROM: Ben Mayes, Administrative Services Director

DATE: March 23, 1998

SUBJECT: Approval of an Offer and Acceptance Contract

Community Development staff request the City Council's consideration of a real estate contract Barbara Carr and Mary Carr to purchase real property in the Southeast Target Area. Barbara and Mary are sisters and became heirs to the subject property after the death of their mother last year.

The property is located on the southwest corner of Willow and Center Streets and contains approximately 10,260 square feet. There is a dwelling on the property that staff has determined cannot be rehabilitated. An appraisal was completed that established the Fair Market Value of the parcel at \$12,000 and that is the offering price. Staff plans to remove the structure, clear the lot, and donate it to Habitat for Humanity. Habitat will construct a new home on the lot for a low and moderate income family.

This is an eligible activity under Community Development Block Grant regulations 24 CFR 570.201(a), Acquisition, and 24 CFR 570.201(d), Clearance. The activity meets the National Objective of Prevention or Elimination of Slum and Blight on a Spot Basis, 24 CFR 570.208(b)(2).

Attached are copies of the Offer and Acceptance Contract, appraisal, and earnest money check. Please call me or Jan Simco if you have questions or if you need additional information.

BRM/js

Attachments

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"
FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **\$12,000.00**.
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a check for **\$500.00** to **Harris-McHaney-Shearin Realtors, representing Mary Carr and Barbara Carr**, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish, at the Buyer's cost, a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 5

8. The closing date is designated to be April 6, 1997. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
11. Unless specifically excluded herein, all fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. This agreement shall be governed by the laws of the State of Arkansas.
14. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
15. This contract expires, if not accepted on or before the 15 day of March, 1998.
16. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$ EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 5

SELLER:

Barbara Carr
Barbara Carr

Date: March 11, 1998

Mary Carr
Mary Carr

Date: Mar. 11, 1998

AGENT OR WITNESS:

Ray Hanna

Date: 3-18-98

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna, Mayor

Date: _____

City Clerk

Date: _____

(SEAL)

1.100

0003612

ACCOUNT NUMBER	AMOUNT	DATE	REFERENCE	INVOICE AMOUNT AND RETURN	DISCOUNT	NET AMOUNT
2/23/98	9800001292		Earnest Money-Acquisition/240 E Center			500.00

CITY OF FAYETTEVILLE, FAYETTEVILLE, ARKANSAS 72701

FIRST NATIONAL BANK
FAYETTEVILLE, ARKANSAS 72701

THIS CHECK MUST BE PRESENTED WITHIN 60 DAYS FROM DATE

CITY OF FAYETTEVILLE

FAYETTEVILLE, ARKANSAS

COMMUNITY DEVELOPMENT GRANT
PROJECT EXPENDITURES ACCOUNT
FUND #218 - CASH CODE #1180

No.0003612

*****500DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

3/02/1998

DATE
3612NET AMOUNT
\$500.00Harris McHaney Searin Realtors
3300 W Sunset
Springdale AR 72764

⑈003612⑈ ⑆082900898⑆ 90201822⑈

APPRAISAL OF REAL PROPERTY**LOCATED AT:**

240 E. Center
Pt. Lots 9, 10, & 11 in County Court Plat S15-T1
Fayetteville

FOR:

City of Fayetteville
113 West Mountain, Fayetteville

AS OF:

August 28, 1997

BY:

Mark E. Risk GAA

COMPLETE SUMMARY APPRAISAL REPORT

LAND APPRAISAL REPORT

COMPLETE SUMMARY APPRAISAL REPORT

File No.

Borrower <u>N/A</u>		Census Tract <u>108</u>		Map Reference <u>City</u>	
Property Address <u>240 E. Center</u>					
City <u>Fayetteville</u>		County <u>Washington</u>		State <u>Arkansas</u> Zip Code <u>72701</u>	
Legal Description <u>Pt. Lots 9, 10, & 11 in County Court Plat S15-T16N-R30W</u>					
Sale Price \$ <u>NA</u>		Date of Sale <u>N/A</u>		Loan Term <u>N/A</u> yrs.	
Actual Real Estate Taxes \$ <u>281.64</u> (yr)		Loan charges to be paid by seller \$ <u>N/A</u>		Other sales concessions <u>N/A</u>	
Lender/Client <u>City of Fayetteville</u>		Address <u>113 West Mountain, Fayetteville</u>			
Occupant <u>Vacant</u>		Appraiser <u>Mark E. Risk</u>		Instructions to Appraiser <u>Determine Fair</u>	
Market Value.					

IDENTIFICATION	Location	☐ Urban	☒ Suburban	☐ Rural		
	Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%		
	Growth Rate	☐ Fully Dev.	☒ Rapid	☐ Slow		
	Property Values	☐ Increasing	☒ Stable	☐ Declining		
	Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply		
	Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.		
	Present Land Use	<u>80% 1 Family</u>	<u>% 2-4 Family</u>	<u>20% Apts.</u>	<u>% Condo</u>	<u>% Commercial</u>
	Change in Present Land Use	☒ Not Likely	☐ Likely (*)	☐ Taking Place (*)		
	Predominant Occupancy	☒ Owner	☐ Tenant	<u>5 % Vacant</u>		
	Single Family Price Range	\$ <u>20</u> to \$ <u>55</u>		Predominant Value \$ <u>35</u>		
Single Family Age	<u>5</u> yrs. to <u>70</u> yrs.		Predominant Age <u>35+</u> yrs.			

NEIGHBORHOOD	Employment Stability	☐ Good	☒ Avg.	☐ Fair	☐ Poor
	Convenience to Employment	☐	☒	☐	☐
	Convenience to Shopping	☐	☒	☐	☐
	Convenience to Schools	☐	☒	☐	☐
	Adequacy of Public Transportation	☐	☒	☐	☐
	Recreational Facilities	☐	☒	☐	☐
	Adequacy of Utilities	☐	☒	☐	☐
	Property Compatibility	☐	☒	☐	☐
	Protection from Detrimental Conditions	☐	☒	☐	☐
	Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐	
Appeal to Market	☐	☒	☐	☐	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is located in the older central portion of Fayetteville, just east of the old Washington County Courthouse. The area consists of small size homes on small to average size urban lots.

SITE	Dimensions <u>90' x 114'</u>	=	<u>10,260</u> Sq. Ft. or Acres	☒ Corner Lot
	Zoning classification <u>Medium Density Residential (R-2)</u>	Present Improvements ☐ do ☒ do not conform to zoning regulations		
	Highest and best use ☐ Present use ☒ Other (specify) <u>Small multi-family residential</u>			
	Elec. ☒	OFF SITE IMPROVEMENTS		
	Gas ☒	Street Access ☒ Public ☐ Private		
	Water ☒	Surface <u>Asphalt</u>		
	San. Sewer ☒	Maintenance ☒ Public ☐ Private		
	☐ Underground Elect. & Tel.	☒ Storm Sewer ☒ Curb/Gutter		
	☒ Sidewalk	☐ Street Lights		
	Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes			

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Normal utility easements. An older home sits on the west side of lot and is in poor condition. It is the appraiser's opinion that this dwelling has no contributory value. Estimated cost to raze building is \$2500.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>240 E. Center Fayetteville</u>	<u>Washington Fayetteville</u>	<u>E. Meadow Street Fayetteville</u>	<u>E. Mountain & Wash Fayetteville</u>
Proximity to Subject		<u>6 Blocks SW</u>	<u>1 Block NW</u>	<u>1 Block SW</u>
Sales Price	\$ <u>NA</u>	\$ <u>5,000</u>	\$ <u>5,000</u>	\$ <u>26,000</u>
Price	\$ <u>NA</u>	\$ <u>62 SF</u>	\$ <u>60 SF</u>	\$ <u>1.30 SF</u>
Data Source	<u>Inspection</u>	<u>Appraiser's Files</u>	<u>Appraiser's Files</u>	<u>Courthouse Records</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>8-17-93</u>	<u>4-26-94</u>	<u>5-1-97</u>
Location	<u>C.C. Plat</u>	<u>Burl Dodd</u>	<u>C.C. Plat</u>	<u>C.C. Plat</u>
Site/View	<u>.24 acs./Avg.</u>	<u>.19 acs./Av</u>	<u>.07 acs./Av</u>	<u>.46 acs./AbA</u>
Terrain	<u>Gentle Slope</u>	<u>Level</u>	<u>Gentle Slope</u>	<u>Gentle Slope</u>
Access	<u>Asphalt</u>	<u>Asphalt</u>	<u>Asphalt</u>	<u>Asphalt</u>
Utilities	<u>All Avail.</u>	<u>All Avail.</u>	<u>All Avail.</u>	<u>All Avail.</u>
Improvement	<u>Old House</u>	<u>Old House</u>	<u>Old House</u>	<u>None</u>
Sales or Financing Concessions	<u>No Concessions</u>	<u>Convention. None</u>	<u>Convention. None</u>	<u>Convention. None</u>
Net Adj. (Total)		☒ + ☐ - \$ <u>4,250</u>	☒ + ☐ - \$ <u>8,900</u>	☐ + ☒ - \$ <u>14,400</u>
Indicated Value of Subject		\$ <u>9,250</u>	\$ <u>13,900</u>	\$ <u>11,600</u>

Comments on Market Data: All sales are of lots within a very close proximity to the subject site. Due to the lack of sales data in the neighborhood it was necessary to use older sales data. Sales #1 & #2 had old houses with no contributory value.

Comments and Conditions of Appraisal: The appraiser assumes that the subject property has access to all city utilities. The appraiser has not conducted soil tests and assumes that the site would be suitable for the construction of multi-family structure.

Final Reconciliation: The appraiser has thoroughly researched land sales in the vicinity of the subject. The sales included are considered reliable and good indicators of the subjects value. No value was given to the existing house. Each sale is weighted evenly.

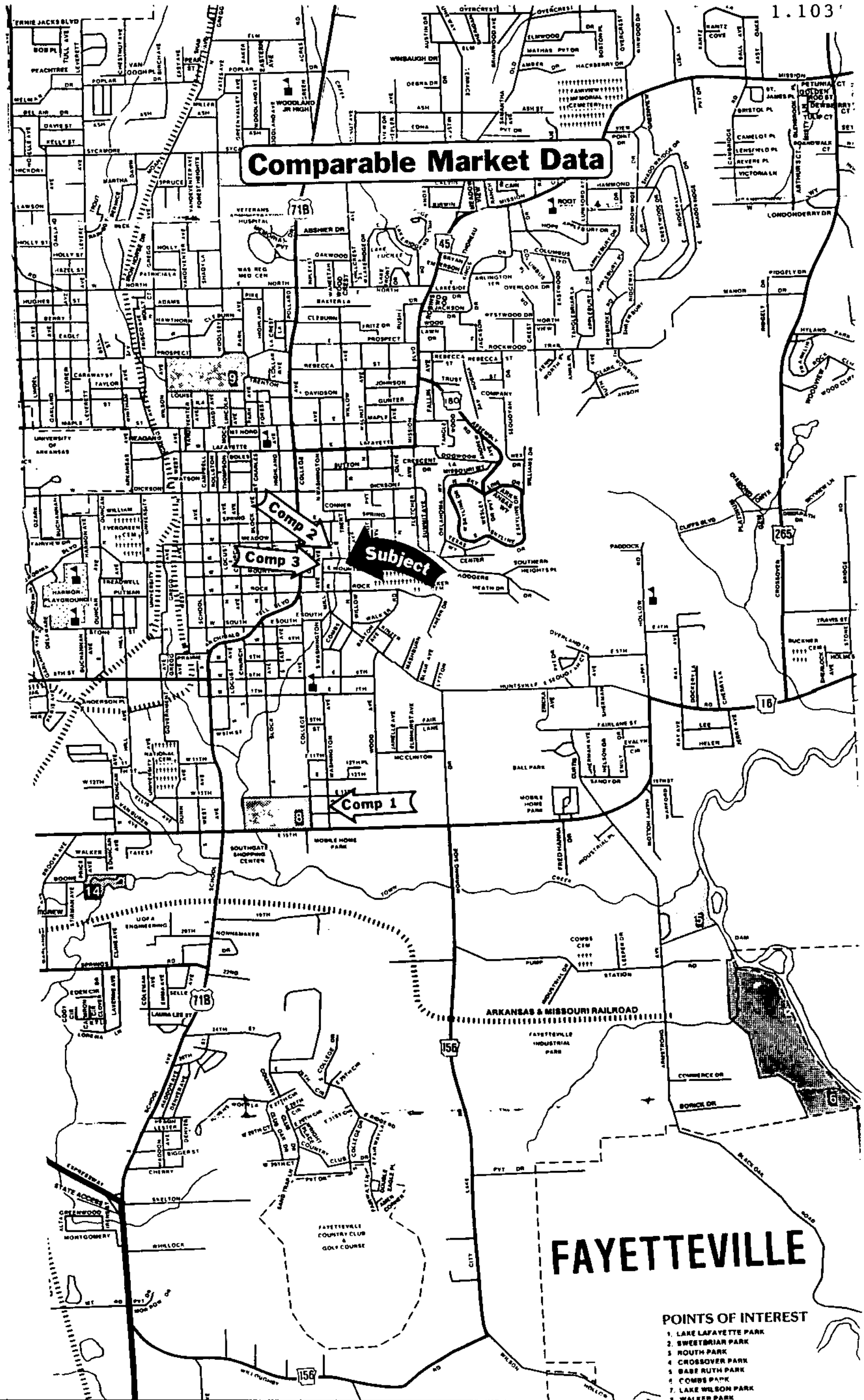
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF August 28 19 97 to be \$ 12,000

Mark E. Risk GAA
Appraiser(s)

Review Appraiser (if applicable)

THE REAL ESTATE CONSULTANTS (501) 442-0762

Form LND 10000000 appraisal software by a la mode, inc. -- 1-800-ALAMODE



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 240 E. Center, Fayetteville, AR

APPRAISER:

Signature: [Signature]
 Name: Mark E. Risk GAA
 Date Signed: September 24, 1997
 State Certification #: CG0202
 or State License #: _____
 State: AR
 Expiration Date of Certification or License: 6-30-98

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☒ Did ☐ Did Not Inspect Property

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Borrower/Client	N/A		
Property Address	240 E. Center		
City	Fayetteville	County	Washington
State	Arkansa	Zip Code	72701
Lender /Client:	City of Fayetteville		

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

☐ **PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

☒ **EXTENT OF APPRAISAL PROCESS**

☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

☐ The Reproduction Cost is based on _____ supplemented by the appraiser's knowledge of the local market.

☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

☐ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☒ **SUBJECT PROPERTY OFFERING INFORMATION**

According to Liz Thompson (Agent) the subject property:

☐ has not been offered for sale in the past 30 days.

☒ is currently offered for sale for \$ 25,500

☐ was offered for sale within the past 30 days for \$ _____

☒ Offering information was considered in the final reconciliation of value.

☐ Offering information was not considered in the final reconciliation of value.

☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ **SALES HISTORY OF SUBJECT PROPERTY**

According to the Washington County Tax Assessor's Office the subject property:

☒ has not transferred in the past twelve months.

☐ has transferred in the past twelve months.

☐ All prior sales which have occurred in the past twelve months are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

☒ **FEMA FLOOD HAZARD DATA**

☒ Subject property is not located in a FEMA Special Flood Hazard Area.

☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community

☐ The community does not participate in the National Flood Insurance Program.

☒ The community does participate in the National Flood Insurance Program.

☐ It is covered by a regular program.

☐ It is covered by an emergency program.

☐ **CURRENT SALES CONTRACT**

- ☒ The subject property is currently not under contract.
- ☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- ☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- ☐ The contract indicated that personal property was not included in the sale.
- ☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____
- ☒ Personal property was not included in the final value estimate.
- ☐ Personal property was included in the final value estimate.
- ☐ The contract indicated no financing concessions or other incentives.
- ☐ The contract indicated the following concessions or incentives: _____

- ☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

☒ **MARKET OVERVIEW** include an explanation of current market conditions and trends.

6-12 months is considered a reasonable marketing period for the subject property based on current MLS data and statistics, and the appraiser's knowledge of the market.

☒ **ADDITIONAL CERTIFICATION**

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ **ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS**

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☒ **ADDITIONAL COMMENTS**

The purpose of this appraisal is to estimate the current market value of the subject property. The intended use of the appraisal is for potential purchase evaluation purposes of the client.

☒ **APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature [Signature] Effective Date 8-28-97 Date Prepared 9-24-97
 Appraiser's Name (print) Mark E. Risk GAA Phone # (501) 442-0762
 State AR ☐ License ☒ Certification # CG0202 Tax ID # 71-0714450

☒ **CO-SIGNING APPRAISER'S CERTIFICATION**

- ☒ The co-signing appraiser has personally inspected the subject property both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- ☐ The co-signing appraiser has not personally inspected the interior of the subject property and:
- ☐ has not inspected the exterior of the subject property and all comparable sales listed in the report.
- ☐ has inspected the exterior of the subject property and all comparable sales listed in the report.
- ☐ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- ☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☒ **CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Co-Signing Appraiser's Signature [Signature] Effective Date 8-28-97 Date Prepared 9-24-97
 Co-Signing Appraiser's Name (print) Suzan Burkart Phone # (501) 442-0762
 State AR ☐ License ☐ Certification # _____ Tax ID # 432-27-7245



MEMORANDUM

TO: Mayor Hanna and City Council

THRU: Kevin Crosson *KAC*

FROM: Billy Ammons *BIA*

DATE: March 24, 1998

SUBJECT: Revision of Chapter 51: Water and Sewers, Discharge and Pretreatment Regulations, of The Code of Fayetteville

On May 7th, 1996, the City Council passed an ordinance to repeal Chapter 51 of the Code of Fayetteville and adopted the new Discharge and Pretreatment Regulations. As required by the City of Fayetteville NPDES Permit, the new Discharge and Pretreatment Regulations along with the supporting Technically Based Local Limits Study and the Industrial Pretreatment Program Documentation of Standard Operating Procedures were submitted to Arkansas Department of Pollution Control and Ecology (ADPC&E) for approval.

On October 9, 1998, ADPC&E responded to the submittal with recommendations for changes. After a careful examination of the State's recommendations, OMI staff, with the assistance of the City Attorney's office, revised the City of Fayetteville Discharge and Pretreatment Regulations to incorporate several of the State suggestions. Even though most of the changes are minor, they are necessary to maintain consistency in the State's and our interpretation of rules and regulations. Changes made to the Discharge and Pretreatment Regulations are listed in Table 1 for your review and approval.

According to ADPC&E correspondence, our Industrial Pretreatment Program submittal is substantially complete and approvable. We anticipate that ADPC&E will proceed with the approval process upon receipt of our response and revisions. To avoid further delay, the documentation must be resubmitted to ADPC&E before new State guidelines on industrial pretreatment are introduced. It is desirable that the revision of this ordinance be passed at the City Council meeting on April 7th, 1998 so that the documentation can be expediently resubmitted for State approval.

Table 1 - Revision to Chapter 51: Water and Sewers, Discharge And Pretreatment Regulations

Part #	Old	New	Reason
51.070		(8) To encourage pollution prevention through waste minimization, source reduction and reuse practices	Recommendation from ADPC&E, EPA is also pushing for this
51.074	Approval Authority: The State of Arkansas or the State Industrial Pretreatment Coordinator	Approval Authority: Arkansas Department of Pollution Control and Ecology	Preferred by ADPC&E
51.075(D)	LOCAL LIMITS 0.03 mg/l cyanide 0.0002 mg/l mercury 0.06 mg/l silver	LOCAL LIMITS 0.01 mg/l cyanide 0.001 mg/l mercury 1.23 mg/l silver	* cyanide and mercury limits are based on ADPC&E calculation of water quality criteria (not available when the old limits were calculated) * silver limit is changed due to new guideline developed by ADPC&E which is less stringent than the old one
51.078(E)	WASTEWATER DISCHARGE PERMIT TRANSFER - Wastewater discharge permits may not be assigned or transferred to a new owner and/or operator.	WASTEWATER DISCHARGE PERMIT TRANSFER - Wastewater discharge permits may be transferred to a new owner or operator if the permittee gives at least seven (7) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. . .	Recent experience with this issue has led us to believe that the old language is too restrictive and difficult to exercise.
51.078(H)(1)	If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the POTW, the Control Authority shall enter into an interjurisdictional agreement with the contributing jurisdiction	If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the POTW, the Control Authority shall enter into an interjurisdictional agreement with the contributing jurisdiction; enter into an agreement with, or permit, users located in another jurisdiction; or both. Certain hauled wastewater may be exempted from the requirements of this paragraph.	State law allows permitting of a user in another jurisdiction without an agreement with the other jurisdiction itself
51.079(B)(3)	The user shall submit a progress report to the Control Authority no later than (10) business days following each date in the schedule . . .	The user shall submit a progress report to the Control Authority no later than (14) days following each date in the schedule . . .	Recommendation from ADPC&E to keep the language the same as in 40CFR403.12

Table 1 - Revision to Chapter 51: Water and Sewers, Discharge And Pretreatment Regulations

Part #	Old	New	Reason
51.082(C)	Any other discharge violation that the Control Authority believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of City personnel or the general public);	Any other discharge violation of a pretreatment limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through including endangering the health of City personnel or the general public;	The new language is directly from Federal Regulations. The old language, from an EPA model, is too broad
51.085(B)	PROHIBITED DISCHARGE STANDARDS. A user shall have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in 51.075 (B)(1) of this Subchapter or the specific prohibitions in 51.075(B)(2)(a) through (r), except for 51.075(B)(2)(h), . . .	PROHIBITED DISCHARGE STANDARDS. A user shall have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in 51.075 (B)(1) of this Subchapter or the specific prohibitions in 51.075(B)(2)(c) through (r), except for 51.075(B)(2)(h), . . .	Federal regulations do not allow for affirmative defense on violations of specific prohibitions in 51.075(B)(2)(a) & (b)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 51: WATER AND SEWER, OF THE CODE OF FAYETTEVILLE, TO FURTHER SET FORTH THE PURPOSE; REDEFINE APPROVAL AUTHORITY; ADJUST THE LOCAL LIMITS; PROVIDE FOR TRANSFER OF A WASTEWATER DISCHARGE PERMIT; ALLOW AN AGREEMENT OR PERMIT WITH USERS IN ANOTHER JURISDICTION; AMEND THE DAYS TO SUBMIT A PROGRESS REPORT; CLARIFY A VIOLATION OF THE PRETREATMENT EFFLUENT LIMIT; AND MISCELLANEOUS CLERICAL CHANGES.

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

Section 1. That §51.070 of the Code of Fayetteville is hereby amended to add the following:

§51.070 Purpose.

(8). To encourage pollution prevention through waste minimization, source reduction and reuse practices.

Section 2 That §51.074, Approval Authority, of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

Approval Authority. Arkansas Department of Pollution Control and Ecology.

Section 3. That §51.075(D) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.075

(D). **Local Limits.** The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits except by permit from the Control Authority:

0.68	mg/l arsenic
0.02	mg/l cadmium
0.48	mg/l chromium
0.23	mg/l copper
0.01	mg/l cyanide
0.15	mg/l lead
0.0002	mg/l mercury
0.20	mg/l nickel
1.23	mg/l silver
1.52	mg/l zinc

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Control Authority may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

The City may revise or modify the local limits as required, or if deemed necessary to comply with the objectives presented in §51.070 of this Subchapter or the general and specific prohibitions in §51.075(B) of this Subchapter, or to insure compliance with Federal, State, or local law.

Section 4. That §51.078 (E) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.078

(E) **Wastewater Discharge Permit Transfer.** Wastewater discharge permits may be transferred to a new owner or operator if the permittee gives at least seven (7) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. The notice to the Control Authority must include a written certification by the new owner or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's

0.68	mg/l arsenic
0.02	mg/l cadmium
0.48	mg/l chromium
0.23	mg/l copper
0.01	mg/l cyanide
0.15	mg/l lead
0.0002	mg/l mercury
0.20	mg/l nickel
1.23	mg/l silver
1.52	mg/l zinc

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Control Authority may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

The City may revise or modify the local limits as required, or if deemed necessary to comply with the objectives presented in §51.070 of this Subchapter or the general and specific prohibitions in §51.075(B) of this Subchapter, or to insure compliance with Federal, State, or local law.

Section 4. That §51.078 (E) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.078

(E) **Wastewater Discharge Permit Transfer.** Wastewater discharge permits may be transferred to a new owner or operator if the permittee gives at least seven (7) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. The notice to the Control Authority must include a written certification by the new owner or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's

operations and processes;

2. Identifies the specific date on which the transfer is to occur; and

3. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Section 5. That §51.078 (H)(1) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.078

(H)(1) If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the POTW, the Control Authority shall enter into an interjurisdictional agreement with the contributing jurisdiction; enter into an agreement with, or permit, users located in another jurisdiction; or both. Certain hauled wastewater may be exempted from the requirements of this paragraph with specific authorization by the Control Authority.

Section 6. That §51.079 (B)(3) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.079

(B)(3) The user shall submit a progress report to the Control Authority not later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

Section 7. That §51.085 (B) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.085

(B) **Prohibited Discharge Standards.** A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in §51.075 (B)(1) of this

Subchapter or the specific prohibitions in §51.075 (B)(2)(c) through (r), except for §51.075(B)(2)(h), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the control authority was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Section 8. That §51.082(C) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.082

(C) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through including endangering the health of City or POTW personnel or the general public;

PASSED AND APPROVED this ____ day of ____, 1998.

APPROVED:

By: _____

Fred Hanna, Mayor

ATTEST:

By: _____

Heather Woodruff, City Clerk

Subchapter or the specific prohibitions in §51.075 (B)(2)(c) through (r), except for §51.075(B)(2)(h), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the control authority was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Section 8. That §51.082(C) of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

§51.082

(C) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through including endangering the health of City or POTW personnel or the general public;

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF April 7, 1998

FROM:

Mike McKimney, Property Insp. Inspections Public Works
 Name Division Department

ACTION REQUESTED:

Council approval for raze and removal of structure at
 2173 W. Deane as per ordinance 3948

COST TO THE CITY:

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

BUDGET REVIEW:

 Budgeted Item Budget Adjustment Attached

 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

 Accounting Manager Date

 Internal Auditor Date

 City Attorney Date

 ADA Coordinator Date

 Purchasing Officer Date

STAFF RECOMMENDATION:

Approval of resolution to raze and remove

 Division Head

3/18/98
 Date

 Department Director

 Date
3/18/98

 Administrative Services Director

 Date
3/18/98

 Mayor

 Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Veneble, Assistant Public Works Director

THRU: Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Sign & Property *MM*

DATE: March 16, 1998

This memorandum outlines the City's involvement with property at 2173 W. Deane St.

Owner: Jenny L. Schuman---(Deed)	Mr. William Weatherford
Address: 1430 Crestwood	1430 Crestwood
Fayetteville, AR 72701	Fayetteville, AR 72701

- 4/27/96 - Fire 40% damage
- 5/96 - Mr. Weatherford interviewed
- 8/96 - Mr. Weatherford taking bids
- 12/20/96 - Posted violation on house
- 12/26/96 - Return receipt signed by Mrs. William Weatherford
- 4/24/97 - Onsite meeting WW, BR, MM.
- 6/5/97 - Prep. for Council, WW notified
- 6/5/97 - Building permit issued
- 6/30/97 - 2nd fire 90% damage
- 9/97 - Attempted contact
- 10/97 - Attempted contact
- 11/97 - WW promised to secure
- 12/9/97 - No change, voided building permit
- 3/98 - No change
- 3/17/98 - Notification letter sent

The results of negotiations have not been successful. The Inspections Division requests that the City Council approve a resolution authorizing demolition as granted by the Raze and Removal Ordinance 3948.

Attachments:

- | | | | |
|----------------|----------------------------|----------------------|-----------|
| 1. Cover | 4. Fire run report | 7. Deed | 10. Photo |
| 2. Log | 5. Building Permit | 8. Assessment Record | |
| 3. Void letter | 6. Violation Letter&Notice | 9. Map | |

2173 W. Deane

DATE	REMARKS
12-20	House Remains open Pasted Viol Notice sent Registered Mail Notice P315735210
12-26	Return Receipt dated 12-21 Signed by Mrs. Weatherford
1-30-96	No change @ address
3/3/97	Spoke to Mr. Weatherford 4:30 pm on site - Bldg permit. By Monday or Tuesday the 10 th or 11 th .
4-11	Bill Weatherford 442-5228 will Be in 4/24 if not call
4-24	BR & MM remained damage on site. Mr. Weatherford to be in for permit.
I called 6-5 6-5 see permit	Mrs. Weatherford and advised him it is going to Council. Fire: see report 6-30-97 "Suspicious fire" f.f.M Bldg permit issued 6-5-97 Heavy Damage to 90%
6-10	Inspected prop. - Heavy Damage - Open - Overgrown
Sept. 18	prop overgrown. house open Called Owner Out of town till 28 th
10-27	Called left message (w/ Mrs. Weatherford? at 2:40 pm) asking for him to call (Mr. W.)
11-4	called - discussed issues - Security & Future plans. Mr. Weatherford - will secure by next week. & mon prop.
RT 11/11	11/17 reinspected No changes. need current photo, ASAP - to Council. check bldg permit date, 12/5 will be 6 months.
12-12	Sent letter reading permit and notifying of council action
3/16/98	Confirmed no ownership changes ⇒ WCCF
3/16/98	to City council letter to Mrs. Weatherford Notifying of time

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

copy sent original 12-12-97

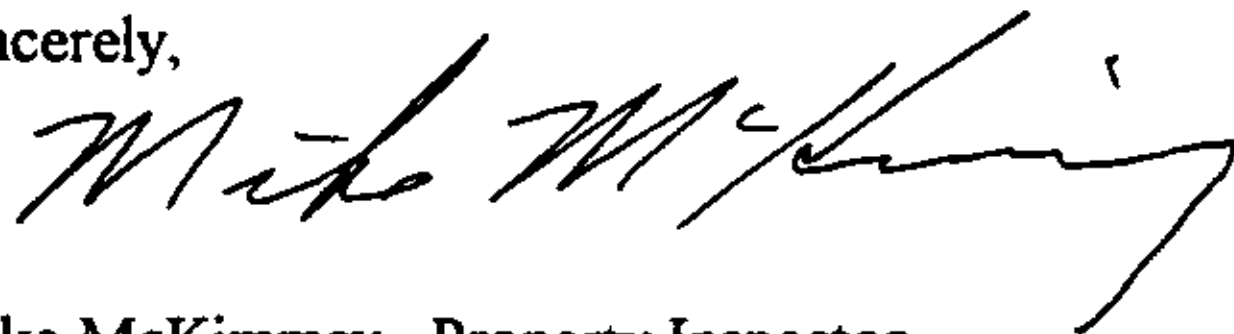
December 9, 1997

William Weatherford
1430 N. Crestwood
Fayetteville, AR 72703

Dear Mr. Weatherford

As of December 6, 1997 there has been no activity on your project at 2173 Deane. Because of this, your building permit (#97-01938) has been voided. The building is currently open and unsecured and therefore constitutes a danger to the public. Our only alternative is to make a request to the City Council for a resolution to raze and remove. You will receive written notice of the date and time it goes before the Council.

Sincerely,



Mike McKimmey , Property Inspector

10 P.01
TOTAL P.01

S014443447

JUL-03-1997 12:25

FAYETTEVILLE FIRE DEPARTMENT

RUN #	97-6-174-1044	ALARMED	X	SERVICE	CL	DATE	6/30/97
LOCATION	2173 DEANE					DISTRICT	2
NATURE OF CALL	HOUSE FIRE					FFD CODE	181
SITUATION FOUND	WELL INVOLVED HOUSE FIRE						
DISPATCHED	1523	ON SCNE	1527	CNTL	1534	INSERV	1625
						CLN-UP	1710
OCCUPANT NAME	VACANT						
ADDRESS	2173 DEANE					PHONE	N/A
OWNER NAME	WILLAM M. WEATHERFORD					PHONE	442-5238
ADDRESS	1430 CRESTWOOD						
UNITS RESPONDING	ENG. 2, TF-1, BATT. 1, CAR 1,2,4,5,6						
ON DUTY PERSONNEL	RILEY, BALDING, MULHERIN, O'NEAL, BACHMAN, MURRAY, EVANS, HAMM, CURRY, FREEDLE, JACKSON, DOSS, LEDBETTER, LAWSON, FARRAR						
OFF DUTY PERSONNEL	MICHAEL, KELLY, THOMPSON, JENKINS, MAHAN, TATE, NORTH, JONES, LINN, VANZANT, TR. BOUDREY, VINYARD, DEAN, OSLICA						
ELAPSED TIME	107MIN	PERSONNEL	29	MAN HOURS	51.75	FIRST IN UNIT	E-2
HOSE	350-1 3/4	MASTER STR		LADDERS	ROOF, ATTIC	SCBA	10
EXTRA CYLINDERS	6	FANS	1	HYDRANTS	250-3	MED SUPPLY	
NARRATIVE: UNITS RESPONDED TO A HOUSE FIRE. UPON ARRIVAL WE FOUND THE HOUSE ABOUT 50% INVOLVED. FIRE SHOWING FROM THE REAR AND BACK 1/2 EAST SIDE. A 200' 1 3/4 WAS ADVANCED BY ENG. 2 THROUGH THE FRONT DOOR. A SECOND 1 3/4 WAS ADVANCED BY TF-1. THE FIRE WAS EXTINGUISHED USING BOTH LINES. HEAVY FIRE DAMAGE TO 90% OF THE HOUSE. THE HAD HAD A PREVIOUS FIRE SOME MONTHS AGO. THE FIRE MARSHAL'S OFFICE IS INVESTIGATING THE CAUSE OF THIS SUSPICIOUS FIRE. THERE WERE NO UTILITES TO THE HOUSE.							
INCIDENT COMMAND	L. FREEDLE					Rank: BATT. CHIEF	
REPORTING OFFICER	G. RILEY					Rank: CAPTAIN	

4.06 MASTER FILE

REC #

15758

MEMORY: 36858 C

38578 NC

PERMIT: 97-01938 TYPE: RA STATUS: I PROJECT: 97- UM APPLIED :06/05/97

ISSUED :06/05/97

LOCATION: DEANE ST., 2173 W

COMPLETE: / /

WORK CLASS: REP

HOLD ON PERMIT (Y/N):

MASTER PERMIT: 9701938

DESCRIPT.: EXISTING SETBACKS, REPAIR STRUCTURAL DAMAGE TO 1 BEDROOM, HALL FLOOR
OF WORK : BATH FLOOR, NEW WINDOWS WHERE APPLICABLE, NEW WIRING;

CONTR. ID: OWNER

VALUATION: 5000.00

ENGINEER :

DESIGNER :

FEES DUE: 90.00

APPLICANT: WILLIAM M WEATHERFORD

FEES PAID: 90.00

INSPECT CODE: JW

OCCP TYPE: R

CONST. TYPE: VIU

SQUARE FTG: 0

PROPOSED USE: SFR

REPORT CODE: 434

NUMBER OF UNITS: 1

NOTES:

NOTES:

Use Standard Movement Keys or Press <Esc> to Exit

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: Jenny L. Schuman 1430 Crestwood Fayetteville AR 72701 Mrs. M. M. DeBenedictis	4a. Article Number P-315-735-210
5. Signature (Addressee)	4b. Service Type ☒ Registered ☐ Insured ☒ Certified ☐ COD ☐ Express Mail ☐ Return Receipt for Merchandise
6. Signature (Agent)	7. Date of Delivery 12-21
	8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1992-323-402 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

4.07

P 315 735 210

 **Receipt for Certified Mail**
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to	Jenny L. Schuman
Street and No.	1430 Crestwood
P.O., State and ZIP Code	Fay AR 72701
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3809, June 1991

December 19, 1996

Owner: Jenny L. Schuman
1430 N. Crestwood
Fayetteville, AR 72703

RE: Property @ 2173 W. Deane Fayetteville AR.
Parcel# 765-11585-000

It is the desire of the City of Fayetteville to assist the property owners as much as possible, but the violations that exist on your property require immediate attention.

The City of Fayetteville is willing to cooperate and give you twenty [30] days to correct the following violations:

1. Ordinance 3948 - Dilapidated house in a state that is detrimental to the public welfare

Please obtain building permit and make repairs OR demolish the structure and remove all debris from the lot.

If you have any comments or questions please call me at (501) 575-8232.

Sincerely,

Mike McKimmey, Property Inspector

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Schuman Jenny L.
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Wed. the 18th day of December 19 96 at 2:35 a.m. (p.m.)

at 2173 W Deane

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS		DESCRIPTION OF VIOLATION
Fayetteville Code of Ordinance		Dilapidated, unsafe building
☒ As Amended by City Ordinance No. <u>3948</u>		
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Please obtain a building permit and make repairs or
demolish building and remove all debris from the lot

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN ^S Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from Receipt, ~~THE~~ THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike M. Hummer, Property Inspector DATE 12-19-96
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

WARRANTY DEED

(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That Skull Creek Development, Inc. a corporation organized under and by virtue of the laws of the State of Arkansas by its President and Secretary, duly authorized by proper resolution of its Board of Directors, for the consideration of the sum of One dollar and other good and valuable considerations in hand paid by Jenny L. Schuman, a single person, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said Jenny L. Schuman, a single person and unto her heirs and assigns forever, the following described land, situate in the County of Washington State of Arkansas, to-wit:

A part of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Five (5) in Township Sixteen (16) North of Range Thirty (30) West, and a part of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Eight (8) in Township Sixteen (16) North of Range thirty (30) West, described as follows, to-wit: Beginning at a point which is 1489 feet West of a rock monument marking the quarter-section corner between said Sections 5 and 8, and running thence North 330 feet, thence West 176 feet, thence South 990 feet, thence East 176 feet, thence North 660 feet to the point of beginning, containing four (4) acres, more or less.

TO HAVE AND TO HOLD The same unto the said Jenny L. Schuman, a single person and unto her heirs and assigns forever, with all appurtenances thereunto belonging. And said corporation hereby covenants with the said grantee that it will forever warrant and defend the title to said lands against all lawful claims whatever.

IN TESTIMONY WHEREOF, The name of the grantor is hereunto affixed by its President and its seal affixed by its Secretary, this 23 day of December, 1983.

(Seal)

Prepared by:
Greer Abstract Company
Fayetteville, Arkansas

Skull Creek Development, Inc.

By Joe Fred Starr President
By Bass Trumbo Secretary

ACKNOWLEDGMENT

State of ARKANSAS
County of WASHINGTON

On this 23 day of December, 1983, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Joe Fred Starr and Bass Trumbo to me personally known, who stated that they were the President and Secretary

of the Skull Creek Development, Inc. a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

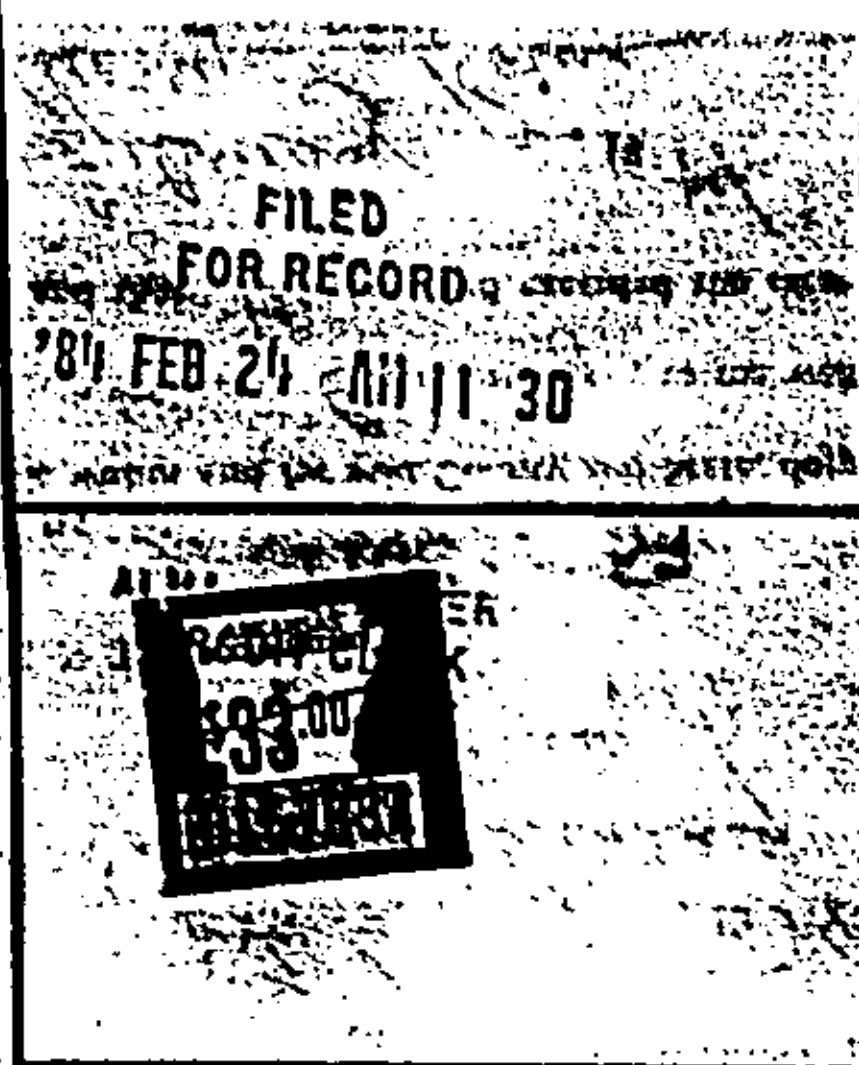
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of December, 1983.

My commission expires

Jan 19, 1984

1102

54



Washington County Real Estate Assessment Record

4.11

Parcel Number 765-11585-000

Property Type RI

Location Address 2173 DEANE

Owner SCHUMAN, JENNY L.

Mailing Address 1430 CRESTWOOD

Address FAYETTEVILLE AR 72701

Value Information

Current year 1995

	Appraised	Assessed
Land value	19,250	3,850
Imp. value	14,900	2,980
Total value	34,150	6,830

Legal Description

Lot Block

Section-Township-Range 5-16-30

Addition UNIVERSITY ACRES S/D

Legal LOT 10 4.07 ACRES

Deed 01/01/85 1102-54 WD 0.00 0

School District FAYETTEVILLE SCHOOLS City description CITY OF FAYETTEVILLE

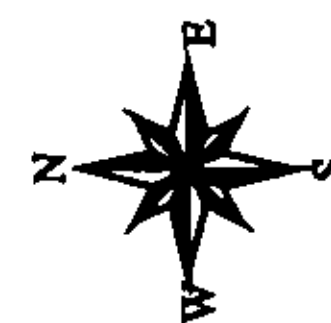
Deeds Since 1985

Parcel Number
Date
Book Page
Deed Type
Revenue Sale Amount
Grantor
Other Grantors

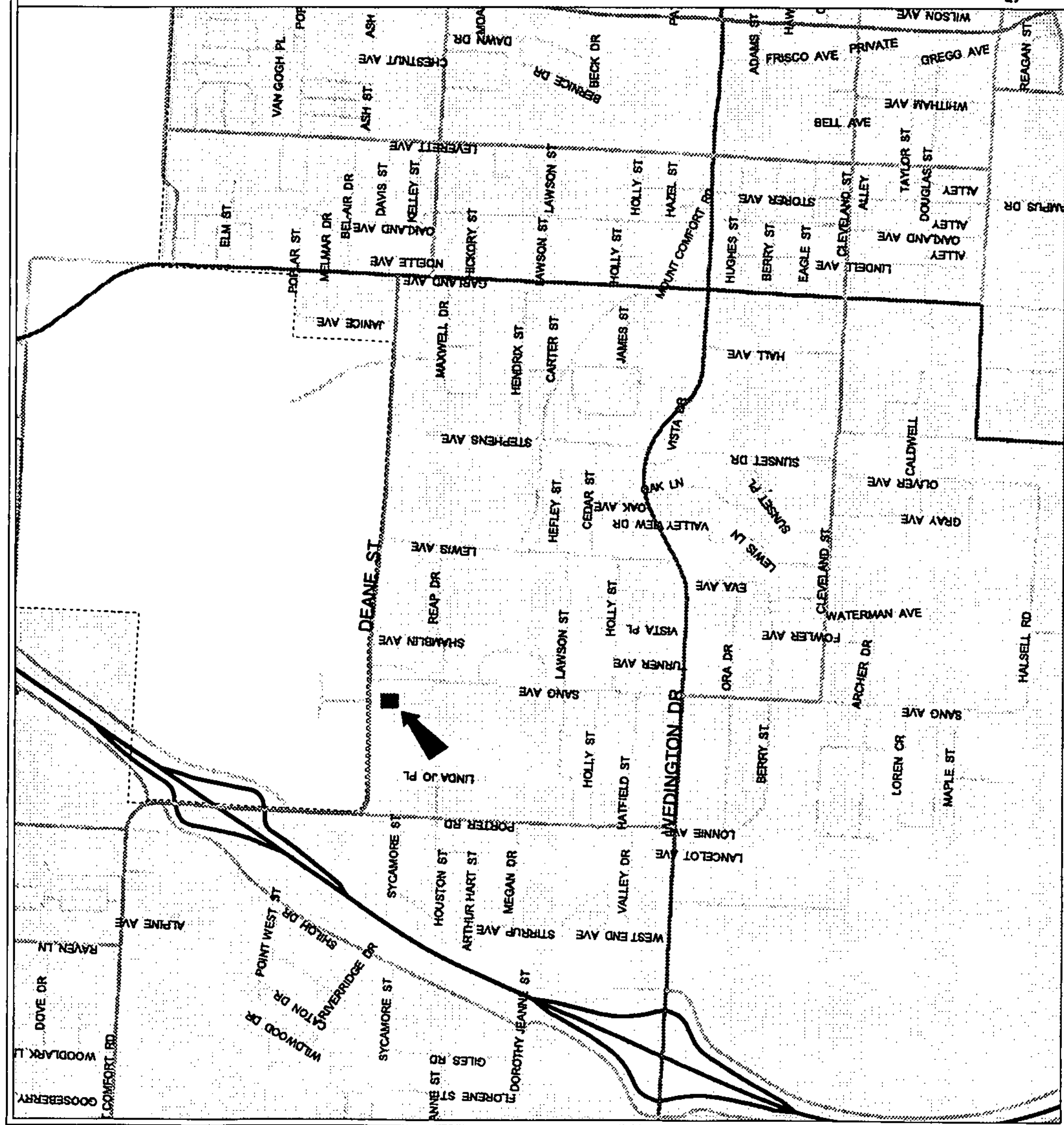
Notes



Vicinity: 2173 Deane St.



4.13



STAFF REVIEW FORM

 X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of April 7, 1998

FROM:

Nancy Dugwyler

Parks and Recreation

Public Works

Name

Division

Department

ACTION REQUIRED: A resolution waiving the greenspace land requirement (159.05) in part and accepting 1.28 acres and \$34,800 money in lieu for the proposed Dinerstein Apartment Complex.

COST TO CITY:

\$ <u>0</u>	\$ <u>0</u>	
Cost of this Request	Category/Project Budget	Category/Project Name
<u> </u>	\$ <u>0</u>	
Account Number	Funds Used To Date	Program Name
<u> </u>	\$ <u>0</u>	
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:

N. Dugwyler
Division Head

3-24-98
Date

Cross Reference

Department Director

24 MAR 98
Date

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

Administrative Services Director

3/24/98
Date

Prev Ord/Res #:

Mayor

3/25/98
Date

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Kevin Crosson, Public Works Director 

FROM: Nancy Dugwyler, Acting Parks and Recreation Director

DATE: March 24, 1998

SUBJECT: Waiver of Green Space Requirement (in part) for Dinerstein Apt. Complex

The Parks and Recreation Advisory Board met in a special session on March 12, 1998 to address the Green Space requirement for the Dinerstein Apt. Complex on Cato Springs Rd. The Advisory Board, then, voted to recommend the acceptance of 1.28 acres and \$34,800 money in lieu for this project.

The 1.28 acres includes the property on which the "Children's House" is currently located. The 1.28 acres also provides space for future expansion of this facility. The remainder of the requirement, based on 180 multi-family units, will be dedicated as money in lieu.

As this development is more than 100 units, a council waiver is required (159.05) to accept money in lieu for a portion of the Green Space requirement. This area is not listed as a "Priority" area for park land acquisition according to the 1994 Parks Master Plan. Greathouse Park is very near to this property.

The Advisory Board felt that "Children's House" would benefit by utilizing this city property and were pleased to recommend the acceptance of this property as a part of the Green Space requirement.

As is always the case, this will be "city" property, but not a city park. The Parks Division will not be responsible for maintenance or development of this property.

If you need further information, please contact me at 444-3472.

**PARKS & RECREATION ADVISORY BOARD
SPECIAL MEETING
MARCH 12, 1998**

The meeting was called to order at 5:22 p.m. by PRAB Chairman Ackerman in the Parks Office located at 1455 Happy Hollow Road.

Members Present: Ackerman, Bleidt, Charboneau, Judy, Luttrell

Members Absent: Staggs, Thiel

Staff Present: Nelson, Rogers

Guests Present: Kathy Thompson

Media Present: Jill Rohrback, Morning News

BUSINESS:

THE DINERSTEIN COMPANIES: REVISED DEVELOPERS PARK FEE PROPOSAL

Mr. Ackerman referred to a letter from Harold F. Heady, Developer/Construction Manager for the Dinerstein Companies, dated March 9 regarding a revised developers green space proposal. The proposal consists of three parts: "to gift the current land parcel (.78 acre) being used by the Children's House...along with another ½ acre...provide an access easement to the Children's House with its final location and configuration to be designed during the engineering phase of our apartment project design."; in addition to the land the developer proposes to pay a fee of \$34,800; if the proposal is accepted the Public Works buildings and storage area must be vacated by June 15, 1998. Kevin Crosson, Director of Public Works, issued a memorandum on March 12 addressing the issue of vacating the facilities. This part of the request dealing with vacating the Public Works facility is an issue out of the jurisdiction of the PRAB. Mr. Ackerman stated that the proposal to give .78 acres being used by the Children's House along with another ½ acre to the City of Fayetteville for current and future use by the Children's House in his opinion would be a fair trade off and would allow for future expansion. Mr. Charboneau pointed out that Mr. Heady had originally stated that the land would be 1.5 acres. Mr. Ackerman said the engineers had reconfigured the amount of space actually needed and determined that an additional ¾ acre was more than was needed for the expansion project. He said the ½

acre was adequate. Mr. Luttrell said the concern was to get as much space as possible but because the expansion plans were unknown, it was difficult to say exactly how much space that would be. The concern was to have a buffer zone; more space would provide greater distance from the proposed development. He said although he had reserves about the space, he found it difficult to vote against this proposal when Parks was willing to give up green space.

MOTION: CHARBONEAU/BLEIDT

Mr. Charboneau moved to recommend the acceptance of 1.28 acres of land for the Children's House usage. The Parks Division will not be responsible for maintaining this property. Also, accepting money in lieu formula of \$34,800 to complete the green space requirement. The PRAB does not have the authority on determining when the Public Works facilities will be moved which is outlined as Item #3 in the proposal from Mr. Heady. Mr. Heady must refer back to City Administration on Item #3. [See attached letter from Director of Public Works, Kevin Crosson, dated 3/12/98 to the attention of the Parks & Recreation Advisory Board].

The motion carried 5-0-0.

Mr. Ackerman also requested a letter be drafted to Mr. Heady in response to this submitted proposal with copies sent to the Public Works Director and Children's House.

SUTTON STREET PROPERTY

PRAB members addressed the responses received regarding the proposed purchase of this property. Additional letters were distributed which were submitted by citizens regarding the Sutton Street property. Mr. Luttrell said it makes it very difficult to vote in favor when there is so much opposition by people nearest to the property. He said he felt the concept was good, but it was difficult to use public funds toward something that was not completely settled. He also agreed with Mr. Charboneau that the idea of the neighborhood forming a property association could be explored. Ms. Judy said the property was part of the city's heritage, and she did not want to see it turned into a development. Mr. Ackerman said the first issue to determine was whether the PRAB had an interest in the park. He said the price, at this time, was academic and if it were determined to move forward the price would be negotiated. The immediate issue is to determine whether it is realistically and justifiably appropriate to move forward with the pursuit of this property. Mr. Bleidt said this was not just an ordinary neighborhood park because of its historical value. He said he had received numerous calls and letters in support of the

THE
DINERSTEIN
COMPANIES



March 9, 1998

City of Fayetteville Parks & Recreation Advisory Board
Ms. Nancy Dugwyler, Asst. Park Director
113 W. Mountain Street
Fayetteville, Arkansas 72701

RE: Revised Developers Park Fee Proposal

Dear Ms. Dugwyler:

Please accept this letter as my companies revised proposal for the fulfillment of our fee obligation to the City of Fayetteville Parks and Recreation Advisory Board.

It is our intent to purchase (now under contract with Council approval) a 19.47 acre parcel of land from the City of Fayetteville, located at the Southeast corner of Razorback Rd. and Cato Springs Rd., for use as an apartment site. Our projected scope of construction will consist of fifteen (15) twelve (12) unit buildings, a Club/Recreation building with pool area and miscellaneous outdoor activity areas.

This land parcel is currently being used by the City of Fayetteville in two fashions. The City's Public Works Department is utilizing 18± acres for operations and material storage. The balance of the land is being used by a nonprofit abused children's care facility called The Children's House. The City of Fayetteville has currently dedicated .78 acres for their use with an access to this property utilizing approximately another ½ acre.

As a way of satisfying our Park Fee Responsibility we offer the following revised proposal:

1. We propose to Gift the current land parcel (.78 acre) being used by the Children's House, along with another ½ acre, to the City of Fayetteville for current and future use by the Children's House. (See attached map). We will also provide an access easement to the Children's House with its final location and configuration to be designed during the engineering phase of our apartment project design. We will also maintain good access to the Children's House during construction of our project. All roadwork is to be our responsibility.

2. Along with the Land Gift we also offer to pay Park fees amounting to \$34,800.00 calculated as follows:

Land Donation Required by City Ordinance - .02 acres x 180 units = 3.6 acres

Money in lieu of land donation per ordinance - \$300.00 per unit x 180 units = \$54,000.00

Our Combination Proposal - 3.6 acres required less 1.28 donated = 2.32 acres

2.32 acres ÷ .02 acres required = 116 units

116 units x \$300.00 per unit fee = \$34,800.00

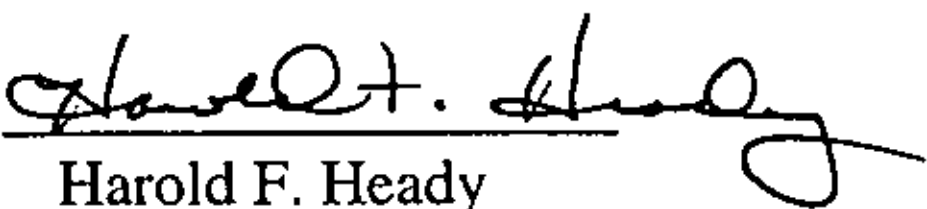
3. Our combined proposal is summarized as follows:

Children's House Land Gift -	1.28 acres
Parks Fee	\$34,800.00

There is one item we are asking in return if this proposal is accepted. Since the Children's House is staying in it's current location the only obstacle remaining to our beginning construction is the City Public Works Department operations. If our proposal is accepted then the Public Works buildings and storage area must be vacated by 6/15/98. We do hope, whether our proposal is accepted or not, that the Children's House will have a bright and successful future with their program supported by the City of Fayetteville and surrounding community.

I look forward to your response.

Sincerely,
The Dinerstein Companies

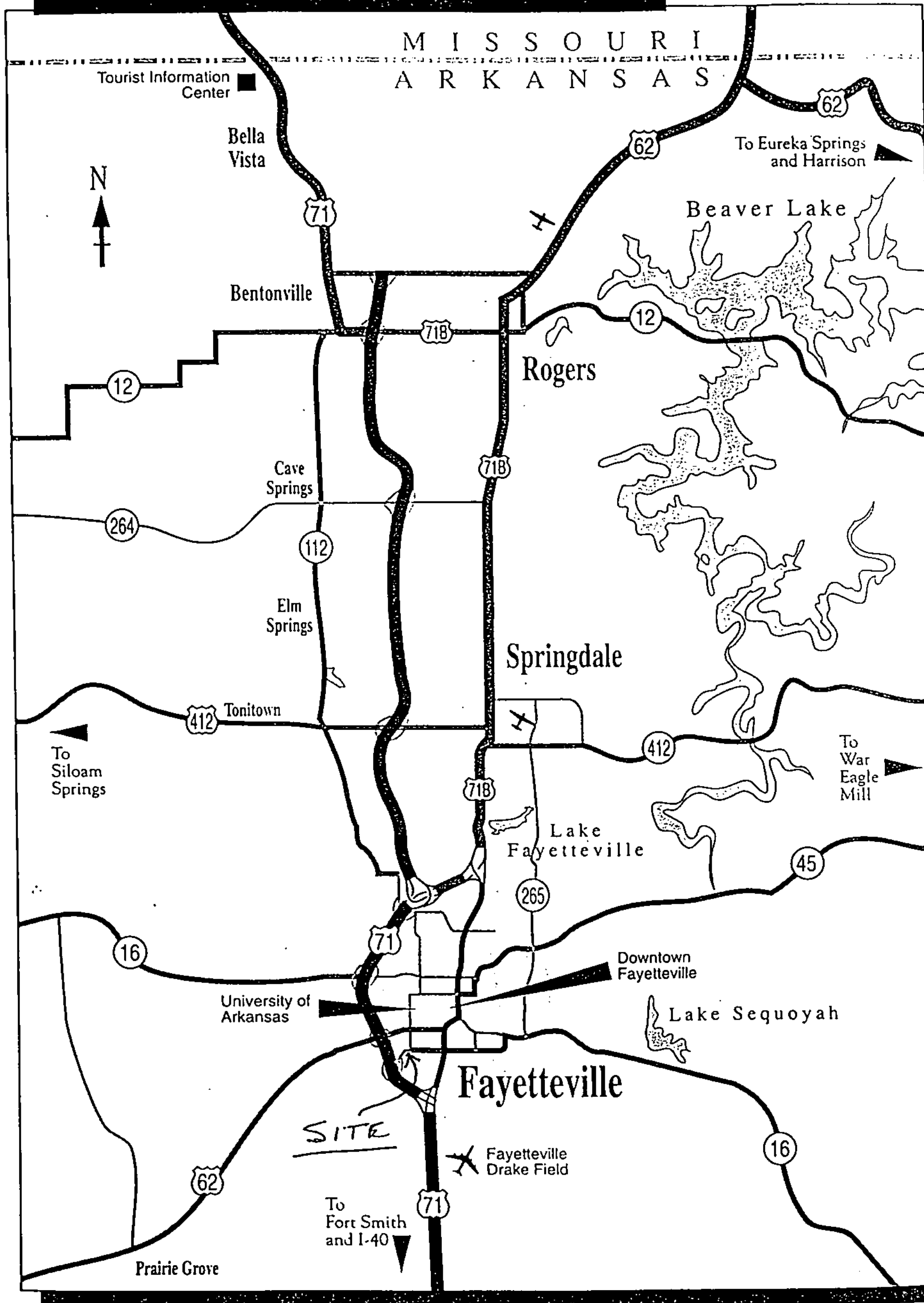
By: 
Harold F. Heady
Developer/Construction Manager

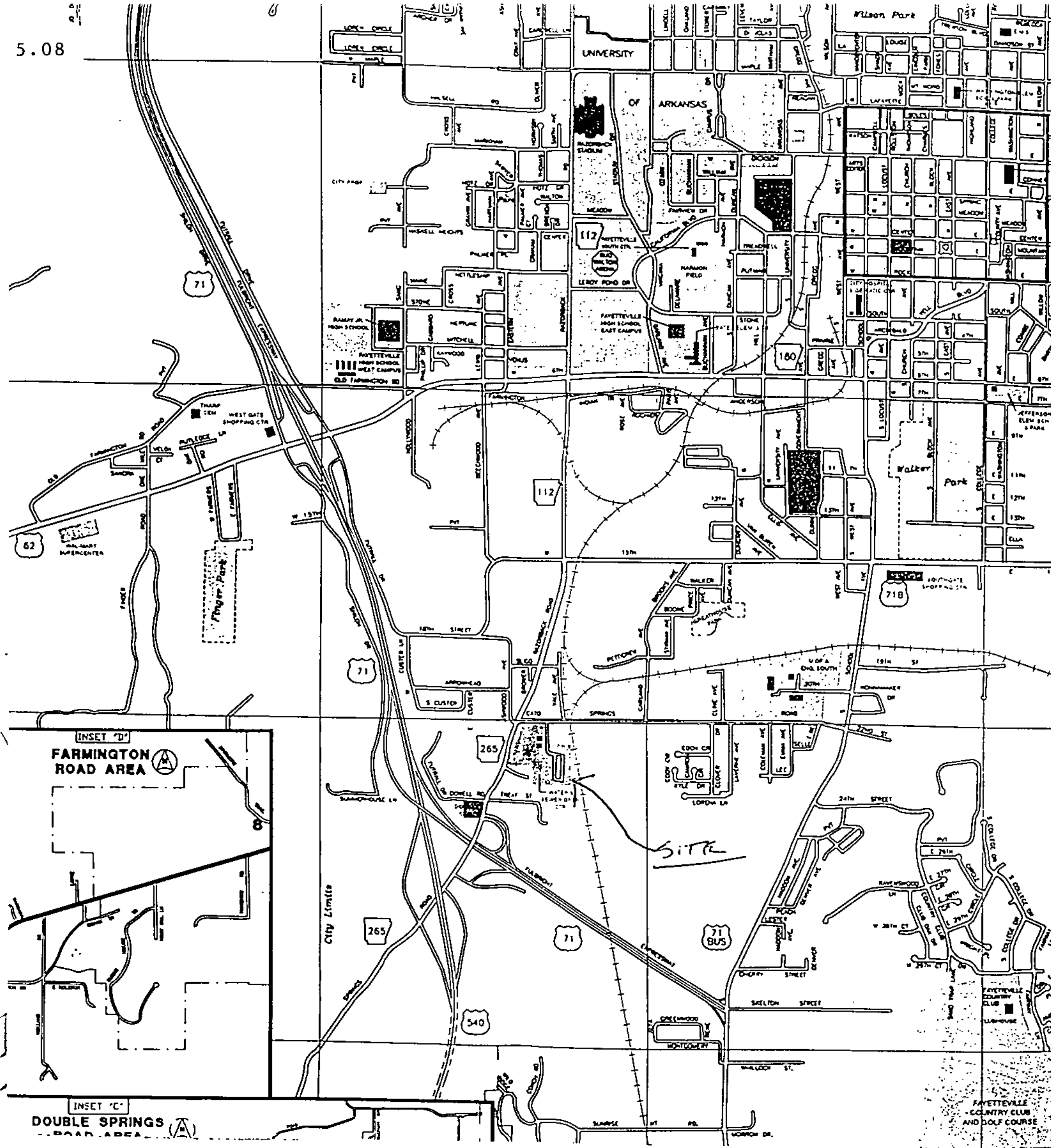
HFH/wb

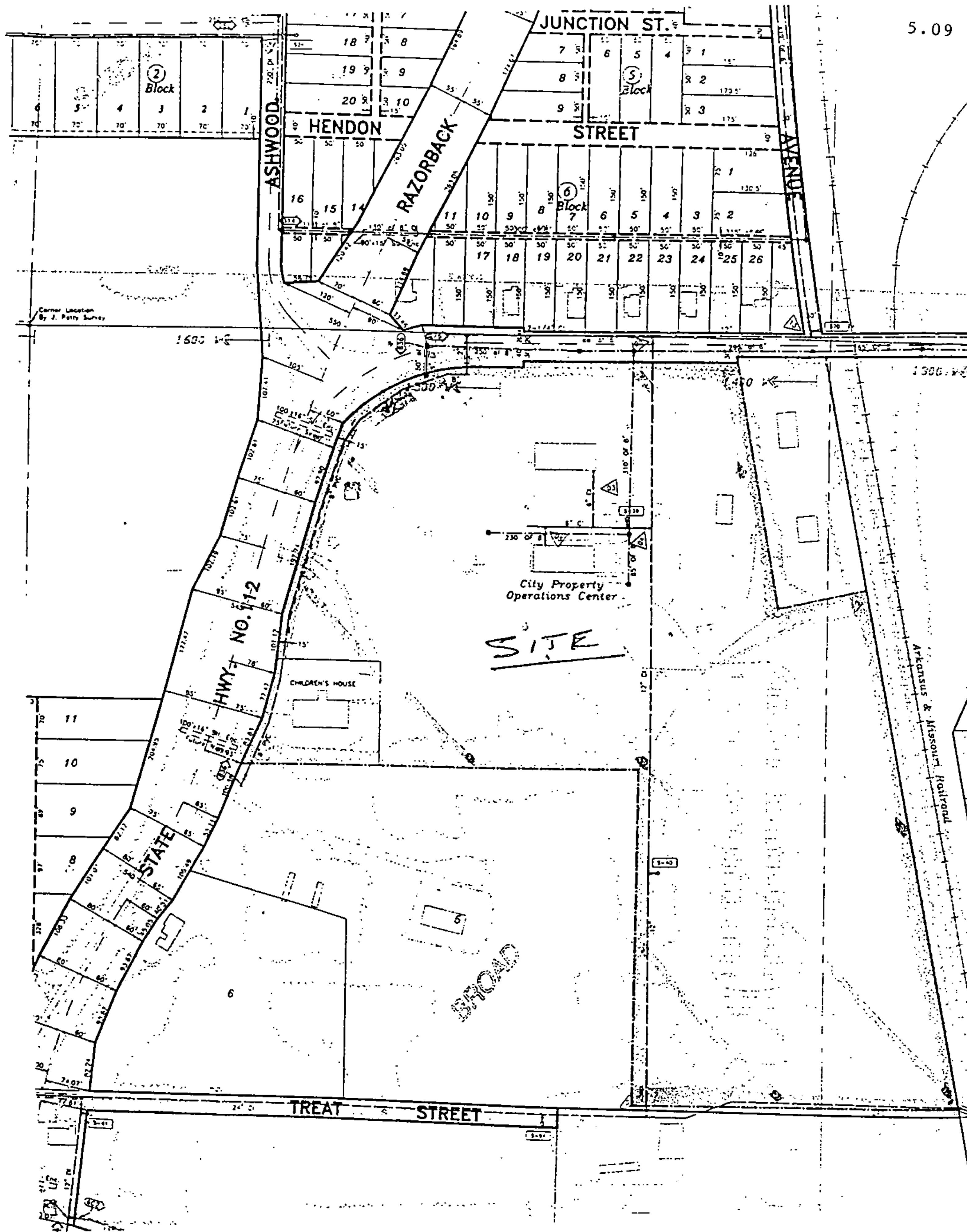
cc: Jack Dinerstein
Claude Arnold
Don Hammond
Bill Ackerman

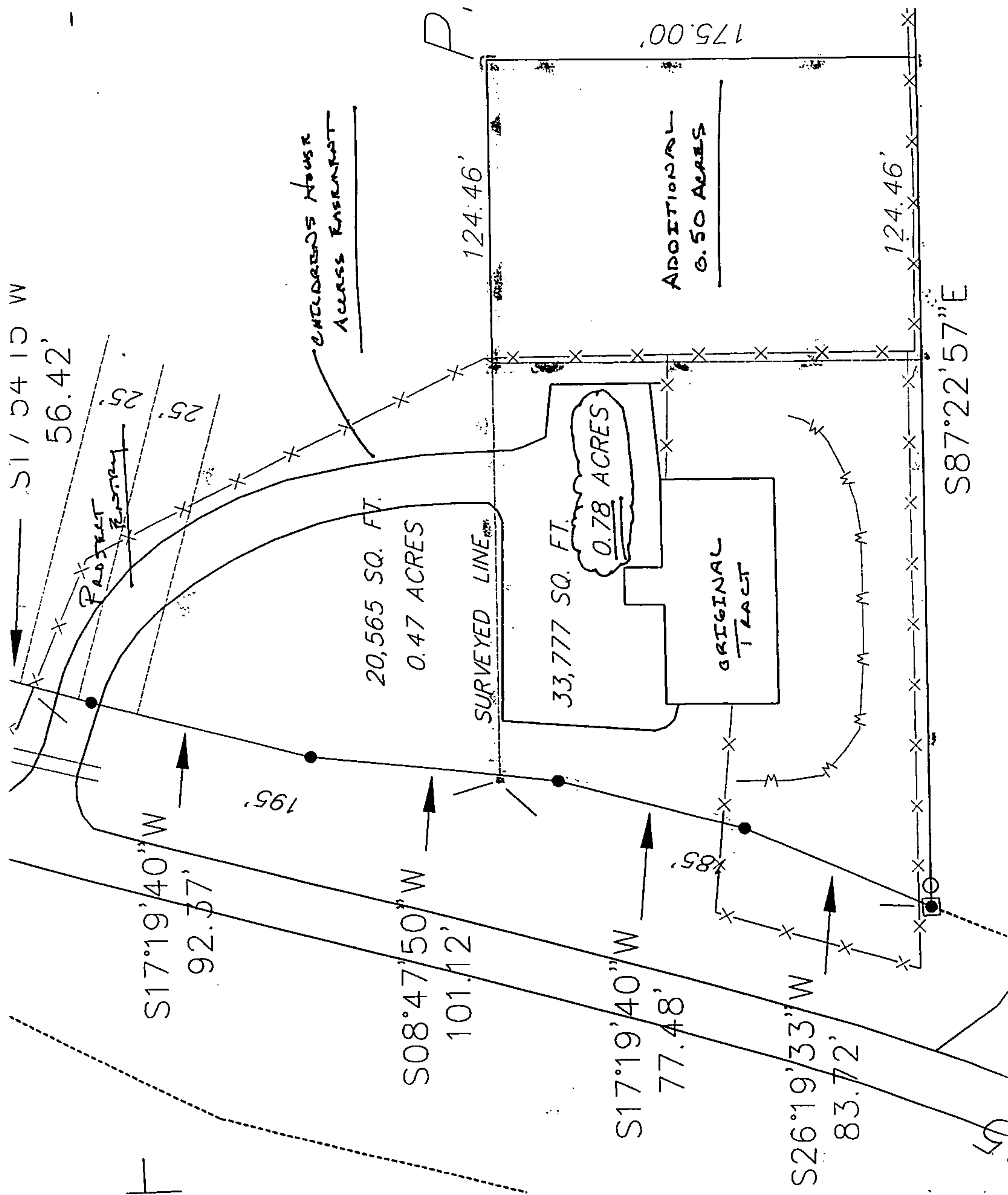
Northwest Arkansas Area Map

5.07









THE CITY OF FAYETTEVILLE, ARKANSAS

March 13, 1998

The Dinerstein Companies
Mr. Harold Heady, Developer
One Woodway Centre
6363 Woodway, 10th Floor
Houston, TX 77057-1717

Re: Developers Green Space Park Fee Proposal on Cato Springs Road

Dear Mr. Heady,

The members of the Fayetteville Parks & Recreation Advisory Board are in receipt of your letter dated March 9, 1998 outlining your proposal for fulfilling the green space ordinance requirements for the property under contract between your group and the City of Fayetteville.

Item #1 and #2 of your proposal fall within the scope of our Board and are acceptable to us in satisfying the green space requirement. The Parks & Recreation Advisory Board met in a special session on March 12, 1998 and voted to recommend to the City Council that 1.28 acres and \$34,800 be accepted for the green space requirement for the Dinerstein Development.

However, Item #3 does not fall within the scope of authority of our Board but instead with the City Council and the Director of Public Works, Kevin Crosson. Our suggestion would be to negotiate with these parties regarding an effective date to vacate that would be agreeable to all concerned.

Thank you for working with us on this project. I hope that it will be beneficial to all parties concerned.

Sincerely,



Nancy Dugwyler
Asst. Parks Superintendent

ND/kjr

Enclosures

cc: Kevin Crosson, Public Works Director
Kathleen Randall, Children's House

PARKS & RECREATION ADVISORY BOARD
SPECIAL MEETING
MARCH 12, 1998

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Members Absent: Staggs, Thiel

Staff Present: Nelson, Rogers

Guests Present: Kathy Thompson

Media Present: Jill Rohrback, *Morning News*

BUSINESS:

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acre was adequate. Mr. Luttrell said the concern was to get as much space as possible but because the expansion plans were unknown, it was difficult to say exactly how much space that would be. The concern was to have a buffer zone; more space would provide greater distance from the proposed development. He said although he had reserves about the space, he found it difficult to vote against this proposal when Parks was willing to give up green space.

MOTION: CHARBONEAU/BLEIDT

Mr. Charboneau moved to recommend the acceptance of 1.28 acres of land for the Children's House usage. The Parks Division will not be responsible for maintaining this property. Also, accepting money in lieu formula of \$34,800 to complete the green space requirement. The PRAB does not have the authority on determining when the Public Works facilities will be moved which is outlined as Item #3 in the proposal from Mr. Heady. Mr. Heady must refer back to City Administration on Item #3. [See attached letter from Director of Public Works, Kevin Crosson, dated 3/12/98 to the attention of the Parks & Recreation Advisory Board].

The motion carried 5-0-0.

Mr. Ackerman also requested a letter be drafted to Mr. Heady in response to this submitted proposal with copies sent to the Public Works Director and Children's House.

SUTTON STREET PROPERTY

PRAB members addressed the responses received regarding the proposed purchase of this property. Additional letters were distributed which were submitted by citizens regarding the Sutton Street property. Mr. Luttrell said it makes it very difficult to vote in favor when there is so much opposition by people nearest to the property. He said he felt the concept was good, but it was difficult to use public funds toward something that was not completely settled. He also agreed with Mr. Charboneau that the idea of the neighborhood forming a property association could be explored. Ms. Judy said the property was part of the city's heritage, and she did not want to see it turned into a development. Mr. Ackerman said the first issue to determine was whether the PRAB had an interest in the park. He said the price, at this time, was academic and if it were determined to move forward the price would be negotiated. The immediate issue is to determine whether it is realistically and justifiably appropriate to move forward with the pursuit of this property. Mr. Bleidt said this was not just an ordinary neighborhood park because of its historical value. He said he had received numerous calls and letters in support of the

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Kevin D. Crosson, Public Works Director

TO: Parks & Recreation Advisory Board
FROM: Kevin Crosson, Director of Public Works *KDC*
DATE: March 12, 1998
SUBJ: *Dinerstein Project*

For your information, we have evaluated the request made by Mr. Harold Heady in his letter dated March 9, 1998 about vacating the facilities currently in use by our water and sewer operations by a date of June 15, 1998.

We do not believe that we will be able to completely vacate the facilities any earlier than the date specified in our executed "Offer and Acceptance Contract". That date is identified as ten (10) months from May 15, 1998. We do believe, though, that arrangements could be made to allow the buyer to begin work earlier than that date on mutually acceptable areas outside the footprint of our operation.

Thanks for your consideration.

THE
DINERSTEIN
COMPANIES



March 9, 1998

City of Fayetteville Parks & Recreation Advisory Board
Ms. Nancy Dugwyler, Asst. Park Director
113 W. Mountain Street
Fayetteville, Arkansas 72701

RE: Revised Developers Park Fee Proposal

Dear Ms. Dugwyler:

Please accept this letter as my companies revised proposal for the fulfillment of our fee obligation to the City of Fayetteville Parks and Recreation Advisory Board.

It is our intent to purchase (now under contract with Council approval) a 19.47 acre parcel of land from the City of Fayetteville, located at the Southeast corner of Razorback Rd. and Cato Springs Rd., for use as an apartment site. Our projected scope of construction will consist of fifteen (15) twelve (12) unit buildings, a Club/Recreation building with pool area and miscellaneous outdoor activity areas.

This land parcel is currently being used by the City of Fayetteville in two fashions. The City's Public Works Department is utilizing 18± acres for operations and material storage. The balance of the land is being used by a nonprofit abused children's care facility called The Children's House. The City of Fayetteville has currently dedicated .78 acres for their use with an access to this property utilizing approximately another ½ acre.

As a way of satisfying our Park Fee Responsibility we offer the following revised proposal:

1. We propose to Gift the current land parcel (.78 acre) being used by the Children's House, along with another ½ acre, to the City of Fayetteville for current and future use by the Children's House. (See attached map). We will also provide an access easement to the Children's House with its final location and configuration to be designed during the engineering phase of our apartment project design. We will also maintain good access to the Children's House during construction of our project. All roadwork is to be our responsibility.

2. Along with the Land Gift we also offer to pay Park fees amounting to \$34,800.00 calculated as follows:

Land Donation Required by City Ordinance - .02 acres x 180 units = 3.6 acres

Money in lieu of land donation per ordinance - \$300.00 per unit x 180 units = \$54,000.00

Our Combination Proposal - 3.6 acres required less 1.28 donated = 2.32 acres

2.32 acres ÷ .02 acres required = 116 units

116 units x \$300.00 per unit fee = \$34,800.00

3. Our combined proposal is summarized as follows:

Children's House Land Gift - 1.28 acres

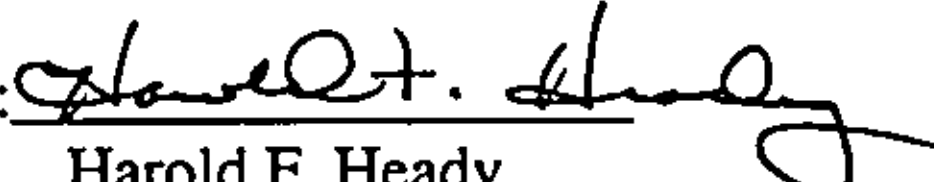
Parks Fee \$34,800.00

There is one item we are asking in return if this proposal is accepted. Since the Children's House is staying in it's current location the only obstacle remaining to our beginning construction is the City Public Works Department operations. If our proposal is accepted then the Public Works buildings and storage area must be vacated by 6/15/98. We do hope, whether our proposal is accepted or not, that the Children's House will have a bright and successful future with their program supported by the City of Fayetteville and surrounding community.

I look forward to your response.

Sincerely,

The Dinerstein Companies

By: 
Harold F. Heady
Developer/Construction Manager

HFH/wb

cc: Jack Dinerstein
Claude Arnold
Don Hammond
Bill Ackerman

STAFF REVIEW FORM

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the Fayetteville City Council meeting of April 7, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve:

RZ98-6.00: Rezoning (The Dinerstein Companies) submitted by the applicant for property located at the southeast corner of Cato Springs Road and Razorback Road. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, Medium 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:

Staff forwards PC recommendation for approval by a vote of 8-1-0. (Watkins, Nay)

Division Head

3/25/98

Date

Cross Reference

Department Director

3/25/98

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res#:

Mayor

3/28/98

Date

Orig Contract Date:

ORDINANCE NO. ____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZ98-6.00 FOR A PARCEL
CONTAINING APPROXIMATELY 19.47 ACRES LOCATED ON
THE SOUTHEAST CORNER OF CATO SPRINGS ROAD AND
RAZORBACK ROAD REQUESTED BY THE DINERSTEIN
COMPANIES.

**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:

R-2 for the real property described in Exhibit "A" attached hereto and made a part
hereof.

From I-1, Heavy Commercial-Light Industrial District to R-2, Medium 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: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-6.00

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 29, Township 16 North, Range 30 West, being more particularly described as follows: From the Northeast Corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section 29, thence South 2 degrees 32 minutes 30 seconds West - 44.30 feet to the South right-of-way line of Cato Springs Road, thence along said South right-of-way line North 87 degrees 28 minutes 57 seconds West - 155.60 feet to the point of beginning, thence along said South right-of-way line North 87 degrees 28 minutes 57 seconds West - 346.86 feet; thence South 1 degree 52 minutes 28 seconds West - 9.75 feet; thence North 87 degrees 59 minutes 09 seconds West - 72.23 feet to the beginning of a curve; thence Southwesterly curving to the left along said South right-of-way line, said curve having a radius of 298.75 feet, a delta angle of 48 degrees 21 minutes 24 seconds, and a length of 252.14 feet to the East right-of-way line of Arkansas Highway 265; thence along said East right-of-way line South 21 degrees 56 minutes 30 seconds West - 45.16 feet; thence South 20 degrees 28 minutes 50 seconds West - 97.90 feet; thence South 18 degrees 58 minutes 50 seconds West - 48.95 feet; thence South 17 degrees 54 minutes 15 seconds West - 56.42 feet; thence South 17 degrees 19 minutes 40 seconds West - 92.37 feet; thence South 8 degrees 47 minutes 50 seconds West - 101.12 feet; thence South 17 degrees 19 minutes 40 seconds West - 77.48 feet; thence South 26 degrees 19 minutes 33 seconds West - 83.72 feet; thence leaving said East right-of-way line South 87 degrees 22 minutes 57 seconds East - 653.00 feet; thence South 2 degrees 34 minutes 20 seconds West - 576.00 feet to the South line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29; thence along said South line South 87 degrees 14 minutes 15 seconds East - 539.50 feet to the West right of way line of the Arkansas Missouri Railroad; thence along said West right-of-way line North 8 degrees 06 minutes 09 seconds West - 897.20 feet; thence leaving said West right-of-way line South 80 degrees 33 minutes 50 seconds West - 150.50 feet; thence North 7 degrees 42 minutes 23 seconds West - 426.50 feet to the point of beginning, containing 19.47 acres, more or less, to the City of Fayetteville, Washington County, Arkansas. Subject to any easements and/or rights-of-way of record.

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

REQUEST:

RZ 98-6.00: Rezoning (The Dinerstein Companies, pp 638) was submitted by the applicant for property located at the southeast corner of Cato Springs Rd. and Razorback Rd. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, Medium Density Residential.

RECOMMENDED MOTION:

RZ 98-6.00: Staff recommends approval of the requested rezoning from I-1 to R-2.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: March 23, 1998

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

This site is currently owned by the City of Fayetteville and is developed with two buildings and a storage yard for the Water and Sewer Division and the Children's House.

The City Council on February 3, 1998 passed a resolution to sell the 19.47 acre tract to the applicant with a condition the property be rezoned to allow at least 162 units. The applicant has requested R-2 zoning and has indicated in the rezoning application a proposal for 180 units on this site. R-2 zoning allows up to 24 units per acre and would allow for a total of 467 units.

ADJACENT LAND USE AND ZONING:

North: Auto Repair, Single Family, Mid Continent Concrete Yard, R-2
South: Single Family, C-2
East: Cornucopia Fayetteville Urban Farm, I-1
West: Undeveloped, R-2

INFRASTRUCTURE:

Streets: The site is adjacent to Razorback Road, classified as a principal arterial, and Cato Springs Road, classified as a Minor Arterial.

Water: There is a 12" water line that crosses this property.

Sewer: There is an 8" sewer line along Cato Springs Road.

LAND USE PLAN:

General Plan 2020 shows this area as Regional Commercial.

RZ98-6.00 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: The proposed rezoning and project will provide additional student housing to serve the U of A campus in close proximity to the Campus.

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

Staff finding: There are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of

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

Staff finding: There are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of

property. A professional market and feasibility study would be necessary to completely understand the current supply and demand for property zoned R-2 and apartments.

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

Staff finding: Rezoning this property to R-2 will not create or appreciably increase traffic danger and congestion.

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.

Staff finding: Rezoning this property to R-2 would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

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

A RESOLUTION APPROVING THE OFFER AND ACCEPTANCE CONTRACT BETWEEN THE CITY AND D.J. HAMMOND AND ASSOCIATES, INC. IN THE AMOUNT OF \$1,100,000, AND AUTHORIZES THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE ACQUISITION OF 14.02 ACRES NEAR THE HAPPY HOLLOW ROAD OPERATIONAL FACILITIES; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby approves the Offer and Acceptance Contract with D.J. Hammond and Associates, Inc. in the amount of \$1,100,000 to sell approximately 20.6 acres located at the southeast quadrant of the intersection of Cato Springs Road and Razorback Road; and authorizes the Mayor and City Clerk to execute said contract. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby authorizes the acquisition of approximately 14.02 acres, more or less, east of Happy Hollow Road and north of the operational facilities as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 3. The City Council hereby approves a budget adjustment increasing revenue in these accounts: Gain/Loss on Sale of Assets, Acct. No. 5400 0940 6881 02 in the amount of \$803,000 and Gain/Loss on Sale of Assets, Acct. No. 1010 0001 4881 02 in the amount of \$250,000; and decreases revenue in accounts as follows: Land Acquisition, Acct. No. 5400 5600 5805 00 in the amount of \$225,000; Building Cost, Acct. No. 5400 5600 5804 00 in the amount of \$368,000; Parking Improvements, Acct. No. 5400 5600 5819 00 in the amount of \$100,00; Professional Services, Acct. No. 5400 5600 5314 00 in the amount of \$110,000; and Building Cost, Acct. No. 1010 6600 5804 00 in the amount of \$250,000. A copy of the budget adjustment is attached hereto and made apart hereof.

PASSED AND APPROVED this 3rd day of February, 1998.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Jane Heth
Jane Heth, Deputy City Clerk



RESOLUTION NO. 13-98

MICROFILMED

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Fred Hanna, Mayor

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By: Jane Heth
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- B. Existing Land Use and Zoning/Surrounding Land Uses and Zoning
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- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation/Access

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- B. Green Space and Open Space System
- C. Traffic Access/Circulation and Parking
- D. Architectural Concept
- E. Development Phasing

EXHIBITS

- A. Site
- B. Prototypical Architecture

I. INTRODUCTION

The Razorback Rd. Apartment project is proposed as a R2 Zoning Development. The project is 180 multi-family units approximately 20 acres in size providing several unit types, a Clubhouse, and amenity areas.

The applicant is requesting a rezoning of the Razorback Rd. Apts. property to R2 Zoning and is submitting a Rezoning Application. This application supersedes the current Zoning.

An R2 Zoning will allow the necessary flexibility to create a distinctive upscale apartment community with a variety of Multi-family unit and building types, enhanced open space areas, and creative circulation patterns allowing our best use of the site.

II. PROPERTY DESCRIPTION/EXISTING SITE CONDITIONS

A. Location

Razorback Rd. Apts. are located South of the University of Arkansas, at the Southeast corner of the intersection of Razorback Rd. and Cato Springs Rd.

B. Existing Land Use and Zoning

The property is currently zoned industrial and occupied by the City of Fayetteville Public Works Department consisting of 2 buildings and a material storage yard. Also, on site is a United Way sponsored youth hospice complex.

The property is surrounded by land within the City of Fayetteville City Limits. Along the north property line is Cato Springs Rd. The adjacent land along the west property line is Razorback Rd. To the south is residential. The properties eastern boundary borders part Industrial and part Railroad right of way.

C. Elevation and Topography

The site consists of gentle sloping terrain sloping from the west to the east.

D. Drainage

The City of Fayetteville Engineering Department indicates a need for on-site detention. All detention requirements for this site will be met during our Engineering Design process.

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D. Drainage

The City of Fayetteville Engineering Department indicates a need for on-site detention. All detention requirements for this site will be met during our Engineering Design process.

E. Utility Services

Many of the required utility systems for the projects (including water, sewer, gas, telephone and electric) are currently located on-site or adjacent to the boundaries of the property.

F. Fire Protection Services

Fire protection services will be provided by the City of Fayetteville Fire Department.

G. Traffic Circulation and Access

Primary vehicular access to the site would be provided by curb cuts off Razorback Rd. and Cato Springs Rd. These entries distribute traffic to private streets within the property.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Razorback Rd. Apt. project is proposed as a R2 Development intending to serve the future Multi-family housing needs of Fayetteville. The Preliminary Development Plan is organized into one (1) distinct area. The proposed development includes a total of 180 dwelling units and an overall site density of 9 units per acre.

A. Multi-family Community

Land use consists of Multi-family units in a variety of configurations. The units vary from a two (2) bedroom two (2) bath unit of 1050 Square feet to a four (4) bedroom two (2) bath unit of 1275 square feet. These unit types are configured into three (3) story twelve (12) unit buildings with adjacent parking. The project parking is configured to provide one (1) parking space for each bedroom provided.

Also provided is a thirty five hundred square foot (3500 sq. ft.) community Clubhouse with computer/activity facilities and swimming pool/deck area.

B. Open Space and Green Space

Open space areas will be provided throughout the Razorback Rd. Apts. project with particular emphasis on Landscape buffers on the property fronting Razorback Rd. and Cato Springs Rd.

Site Open space/Green space areas are broken into three (3) categories. Landscape buffer at Razorback Rd. and Cato Springs Rd. Project Community Building/Pool area, and surrounding Green area. Plantings around buildings and adjacent areas.

A project entry sign will be located at the entry off Razorback Rd. This sign will be located in the entry/exit lane separation island. It will meet the set back requirements of the City of Fayetteville. The sign will be constructed to match the Project architecture and blend with the projects overall design.

C. Traffic access/ circulation/ parking/ and sidewalks

Main access to the project will be provided by curb cuts along Razorback Rd. and Cato Springs Rd. All curb cuts will be sized to accommodate 2-way traffic. Landscape buffers will accommodate all City of Fayetteville traffic department sight triangle requirements. All internal streets will be 24' wide with adequate circulation provided for the fire department and City Waste Management Services. Onsite parking spaces are all nine feet (9') wide by nineteen feet (19') deep.

All private sidewalks will be four feet (4') wide and provide adequate access (normal/handicapped) to the buildings along with all project amenities.

D. The Architectural Concept

The concept discussed here describes the Multi-family buildings and Community/Clubhouse.

The 12 unit building types provide optimum use of a difficult site configuration and allows wider dispersion of tenant density.

Buildings are to be constructed with the following basic techniques.

1. Concrete slab on grade
2. Wood frame construction
3. Wood floor and roof trusses
4. Brick and cementitious wood grain siding (100% masonry exterior)
5. 240 lb. Architectural fiberglass shingles
6. Double pane aluminum frame windows
7. Metal & concrete building entry stairs
8. Metal 6 panel entry doors with fire rating as required
9. Building MEP's to meet all building codes
10. Landscape/Irrigation to City requirements

E. Development Phasing

The Project will be developed as a single project to begin in the late Spring of 1998 and to be complete *in toto* by the early to mid summer of 1999 if the City can make the land available that soon.

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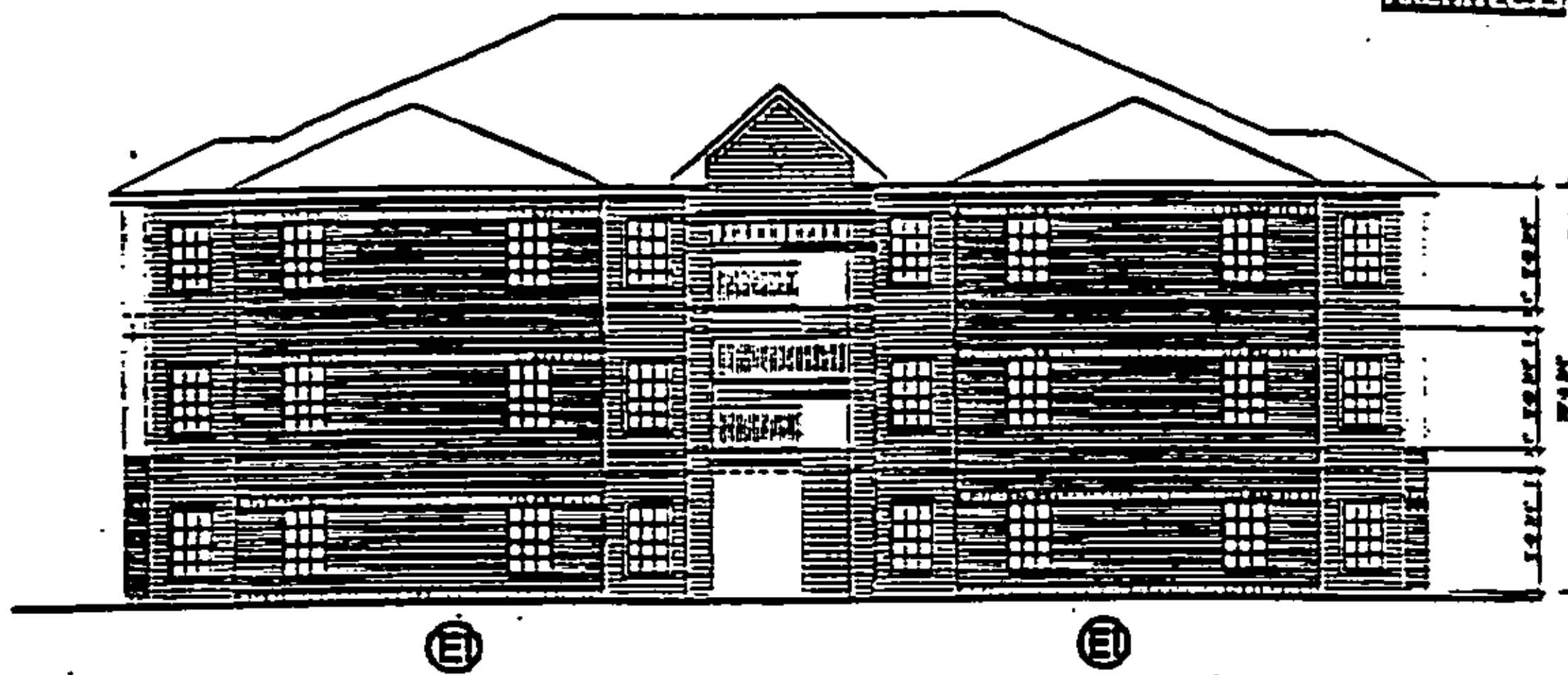
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EXHIBIT "B"**PROTOTYPICAL ARCHITECTURE**

HOFF
 Architects
 1000 1st St. N.
 Minneapolis, Minn. 55401
 Phone: 333-2146
 Telex: 333 2146
 Fax: 333 2146
ARCHITECTS



01 | BUILDING TYPE 3 - FRONT EXTERIOR ELEVATIONS
 N.E.P.

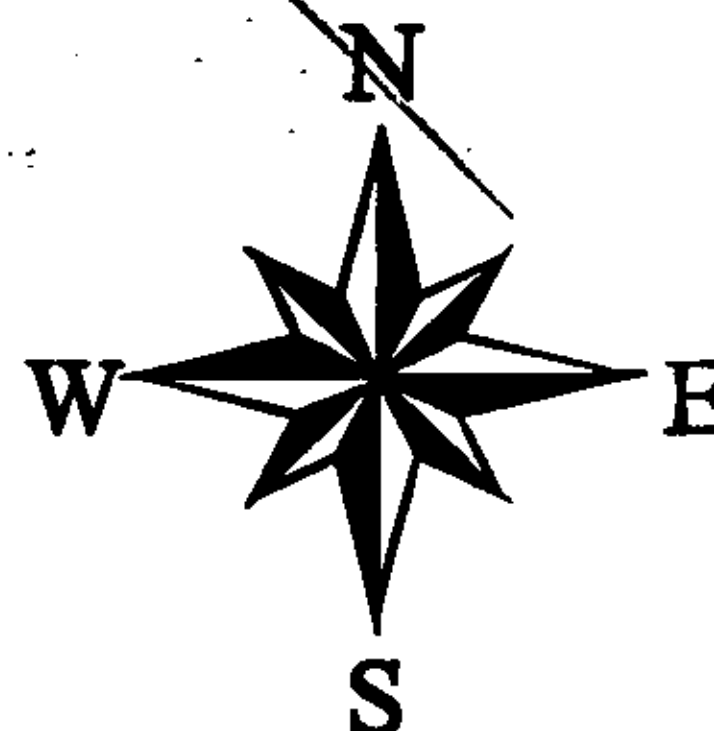


02 | BUILDING TYPE 3 - SIDE EXTERIOR ELEVATIONS
 N.E.P.

RZ98-6.00: THE DINERSTEIN COMPANIES

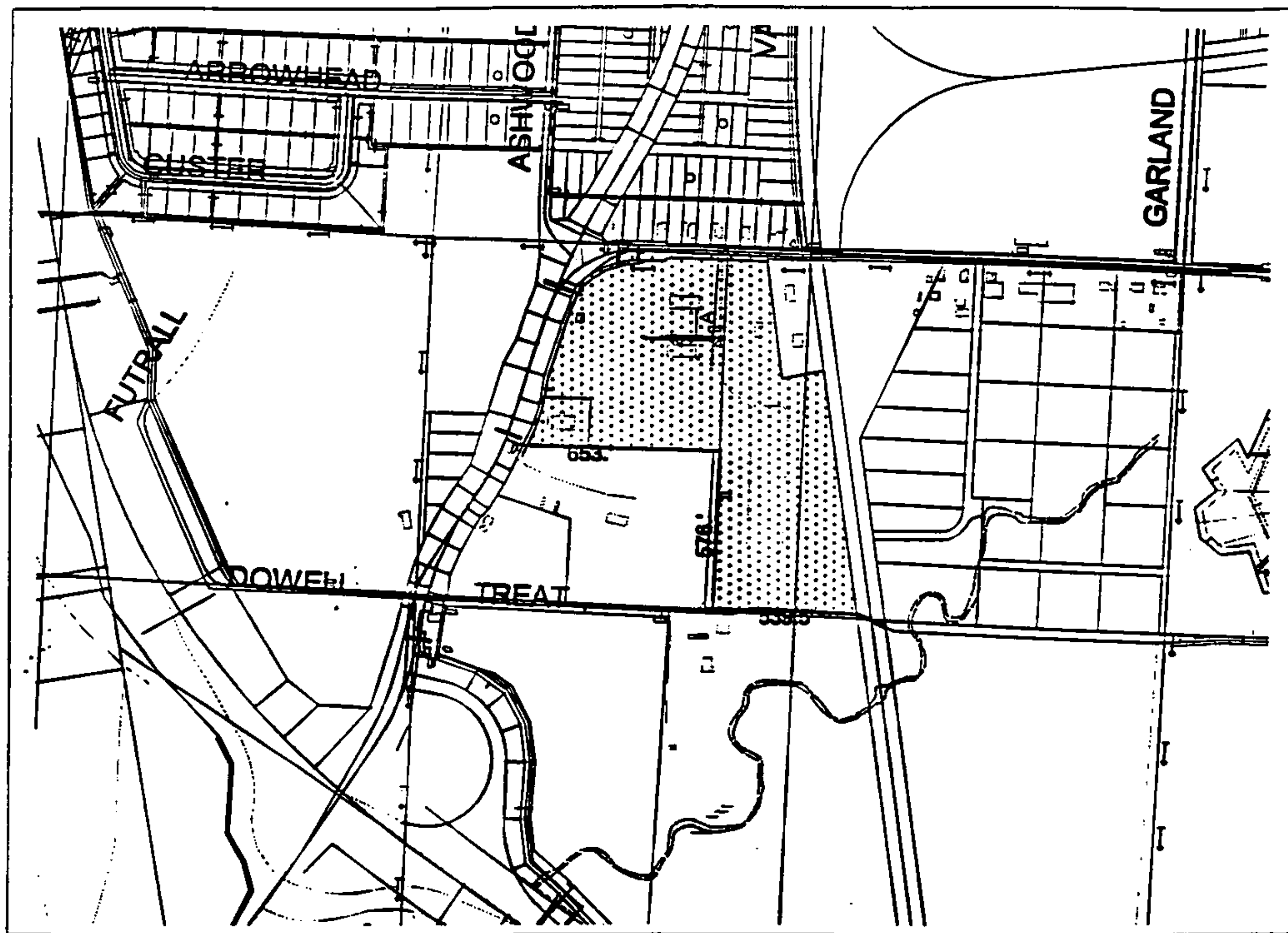


500 0 500 1000 Feet

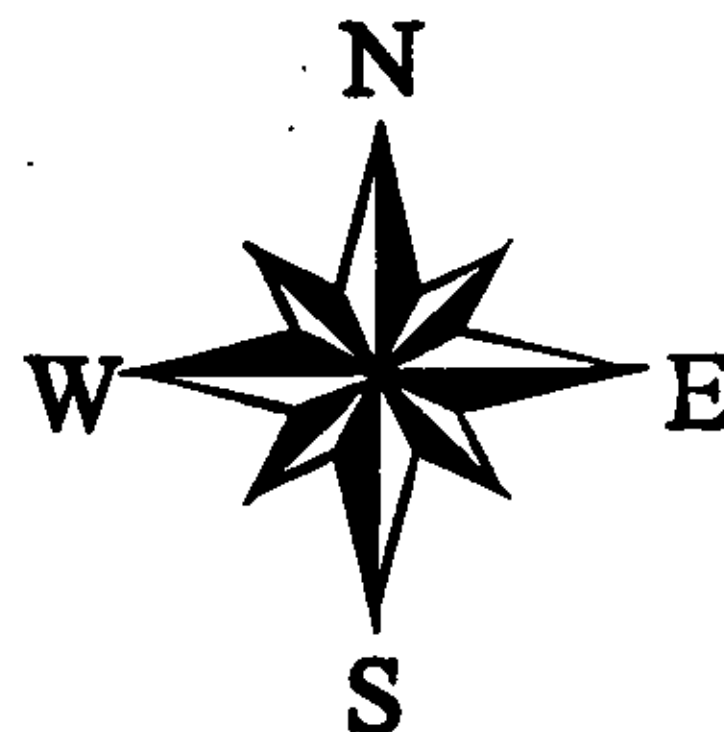


29-16-30 RZ 98-6 pp638
The Dinerstein Companies
SE corner Cato Springs & Razorback

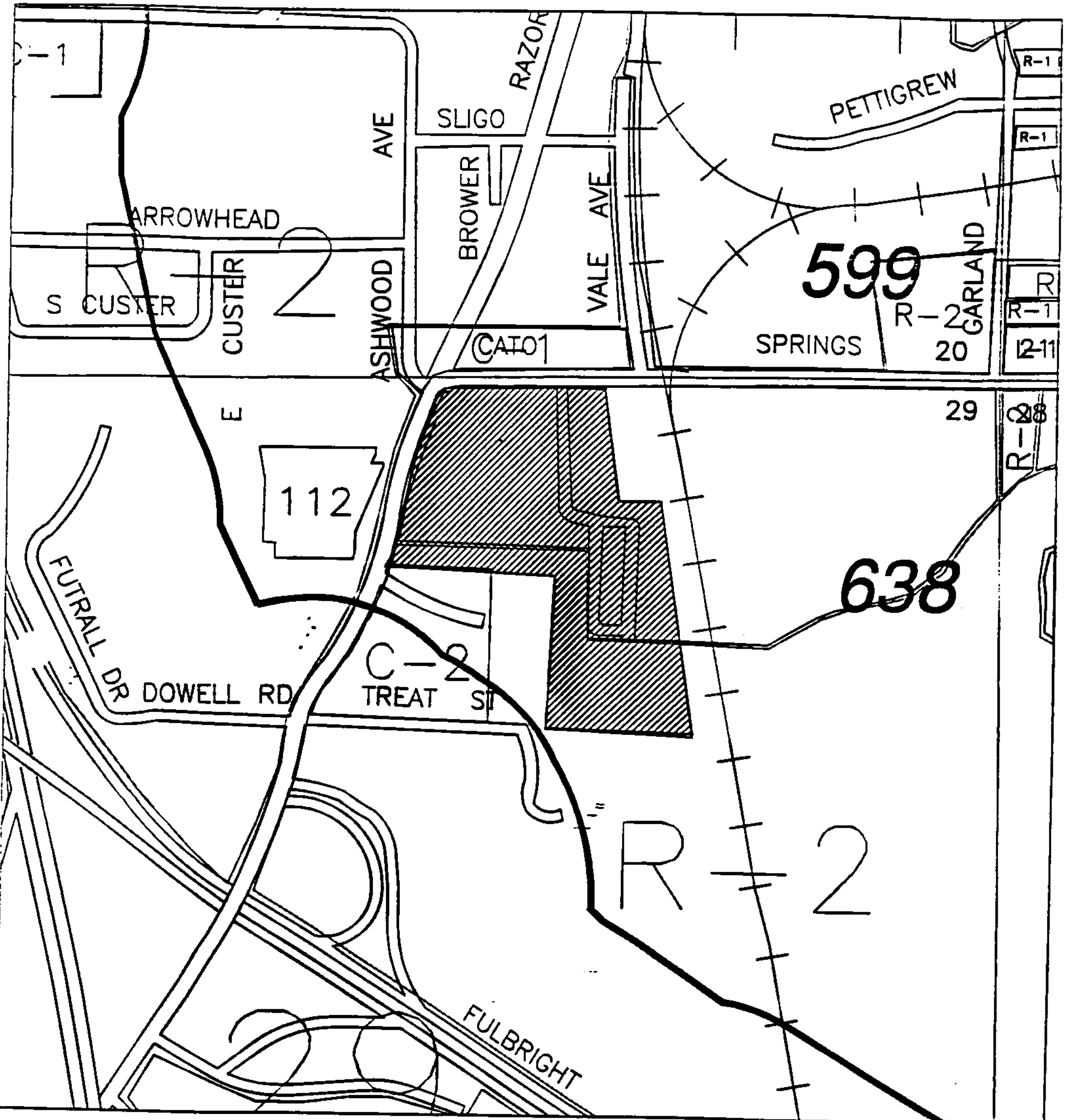
RZ98-6.00: THE DINERSTEIN COMPANIES



500 0 500 1000 Feet

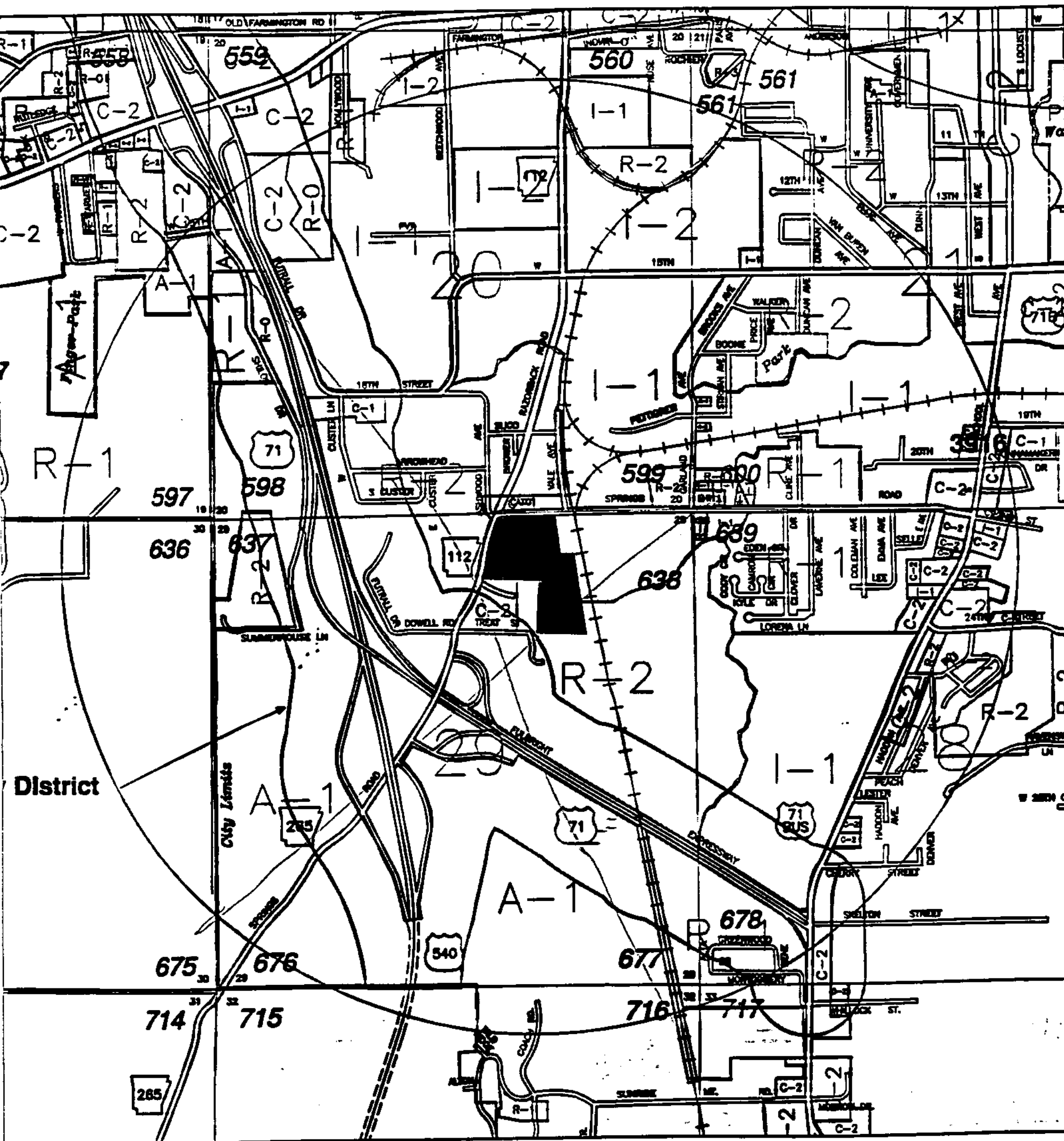


29-16-30 RZ 98-6 pp638
The Dinerstein Companies
SE corner Cato Springs & Razorback



SCALE: 1" = 500'





SCALE: 1" = 1,500'



STAFF REVIEW FORM

7.01

~~xxxxxx~~ Agenda Request
_____ Contract Review
_____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF April 7, 1998

FROM:

Ben R. MayesAdministrative ServicesAdministrative Services

Name

Division

Department

ACTION REQUESTED: Approval of an ordinance allowing the University of Arkansas to use fireworks for the singular occasion of the celebration of the second anniversary of the opening of Baum Baseball Stadium.

COST TO THE 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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

BRM
Administrative Services Director

Date

Prev Ord/Res #: _____

Fred Harris
Mayor3/25/98
Date

Orig. Contract Date: _____

ORDINANCE NO. _____

AND ORDINANCE ALLOWING THE UNIVERSITY OF ARKANSAS TO
USE FIREWORKS FOR THE SINGULAR OCCASION OF THE
CELEBRATION OF THE SECOND ANNIVERSARY OF THE OPENING OF
THE BAUM BASEBALL STADIUM.

WHEREAS, Fayetteville Code of Ordinances, 94.04 Sale and Use of
Fireworks allows the use of fireworks within the City only on certain dates in
July; and,

WHEREAS, the Athletic Department of the University of Arkansas
wishes to celebrate the second anniversary of the opening of the Baum
Baseball Stadium with fireworks; and ,

WHEREAS, the City of Fayetteville wishes to join with the University
of Arkansas in the celebration of the second anniversary of the opening of the
Baum Baseball Stadium and allow fireworks in a safe and proper manner to
commemorate that event.

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

Section 1. That 94.04 of the Code of Fayetteville, Sale & Use of
Fireworks is hereby amended for the singular occasion of the second
anniversary of the Baum Baseball Stadium and the use of fireworks by the
University of Arkansas Athletics Department on Friday, May 1 (May 2, 1998
should adverse weather cancel the May 1, 1998 event) is hereby allowed at the
Baum Baseball Stadium, 15th Street and Razorback Road in Fayetteville,
Arkansas between the hours of 7:00 p.m. and 11:00 p.m.

Section 2. That the City of Fayetteville joins with the University of
Arkansas in celebrating the second anniversary of the Baum Baseball
Stadium and congratulates the 1998 Razorback Baseball team on their
accomplishments.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 160.117 (D)(1)(a) and (H), OF THE CODE OF FAYETTEVILLE, TO PROVIDE REGULATIONS TO REQUIRE NEW CONSTRUCTION AND ENLARGED BUILDINGS TO PRESERVE OR REPLACE EXISTING PARKING SPACES IN C-3 AND C-4 ZONES; AND TO REQUIRE WAIVERS OF PARKING SPACES IN C-3 AND C-4 ZONES TO BE BASED UPON FACTS SUPPORTED BY SUBSTANTIAL EVIDENCE.

WHEREAS, *It has become necessary to clarify the parking requirements in C-3 and C-4 zoning to insure that all existing parking remains undiminished in number except any surplus spaces that are site specific.*

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

Section 1. That Section 160.117 (D)(1)(a) and (H) of the Code of Fayetteville are hereby repealed and the following shall be inserted in their stead:

§160.117

(D)(1)(a). In C-3 and C-4 zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City. ***For new construction or when buildings are enlarged, existing parking spaces shall remain or be replaced with new constructed parking spaces unless the existing parking spaces are surplus to the site.*** For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.

(H) Parking Waivers.

(1). The planning commission shall have the authority to waive the number of off-site parking spaces required in C-3 and C-4 districts. The planning commission shall make ***one of the following*** findings:

(a). the proposed use will not generate as much parking as required under the existing standards,

(b). shared parking facilities are available,
or

(c). on-street parking can satisfy intermittent and occasional demands.

DRAFT

To waive any number of parking spaces, required findings by the Planning Commission shall be based on facts, but only those facts which are supported by substantial evidence. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time. All waivers shall meet the conditions listed below.

(2) Conditions for waivers in C-3 and C-4 districts.

- (a) An in lieu fee of \$1200. for each on-site parking space waived shall be paid to the city. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within ten years from the date it is collected. If said money has not been so expended within ten years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution; or
- (b) For any parking space which is proposed to be shared under the provisions of §160.117(E)(4), the applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required by ordinance for both properties, the number of spaces available together with a site plan, and any other pertinent information, such as restrictions on sharing for certain days or hours.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

DRAFT**ORDINANCE NO. _____**

**AN ORDINANCE REQUIRING THE PLANNING
COMMISSION TO TAKE A SEPARATE VOTE TO AFFIRM
FINDINGS.**

**WHEREAS, various sections of the Code of Fayetteville require the planning commission
to make finds.**

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

**Section 1. That any findings made by the planning commission as required by the Code
of Fayetteville shall be based on facts, but only those facts which are supported by substantial
evidence, and shall be affirmed by a separate vote.**

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

**By: _____
Fred Hanna, Mayor**

ATTEST:

**By: _____
Heather Woodruff, City Clerk**

STAFF REVIEW FORM

10.01

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF April 7, 1998

FROM:

Jerry E. Rose City Attorney Legal
Name Division Department

ACTION REQUESTED:

Recommendation from the City Council on whether or not to proceed with negotiations of a long-term lease with Mr. F.G. Bradberry for the entry plaza into the proposed Town Center.

COST TO THE 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

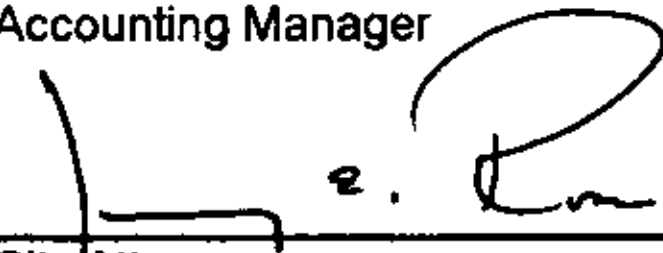
BUDGET REVIEW:

Budgeted Item Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Accounting Manager</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
	<u>3-20-98</u>		
<u>City Attorney</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>

Purchasing Officer Date

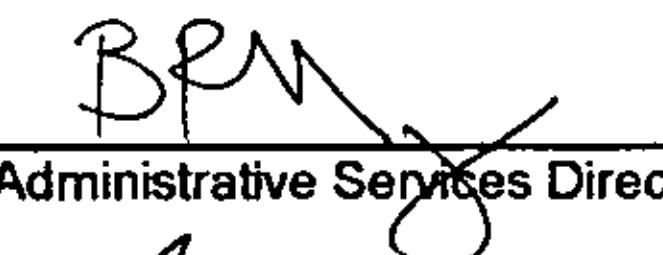
STAFF RECOMMENDATION:

Division Head Date

Cross Reference

Department Director Date

New Item: Yes No


Administrative Services Director Date

Prev Ord/Res #: _____


Mayor Date

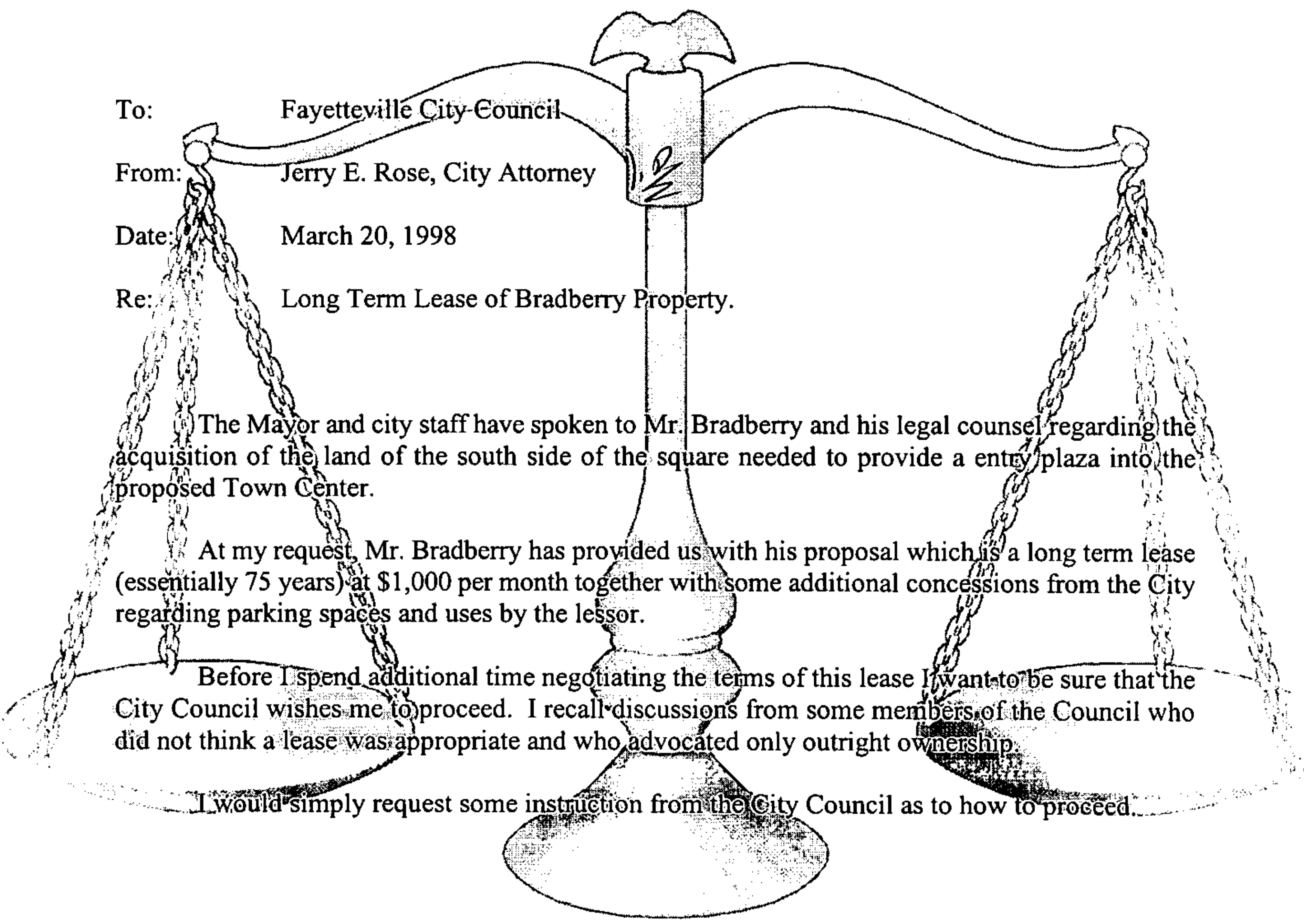
Orig. Contract Date: _____

FAYETTEVILLE

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D. MCCARTY, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



To: Fayetteville City Council
From: Jerry E. Rose, City Attorney
Date: March 20, 1998
Re: Long Term Lease of Bradberry Property.

The Mayor and city staff have spoken to Mr. Bradberry and his legal counsel regarding the acquisition of the land of the south side of the square needed to provide a entry plaza into the proposed Town Center.

At my request, Mr. Bradberry has provided us with his proposal which is a long term lease (essentially 75 years) at \$1,000 per month together with some additional concessions from the City regarding parking spaces and uses by the lessor.

Before I spend additional time negotiating the terms of this lease I want to be sure that the City Council wishes me to proceed. I recall discussions from some members of the Council who did not think a lease was appropriate and who advocated only outright ownership.

I would simply request some instruction from the City Council as to how to proceed.

/cbp

Attachments: Bradberry Letter
Proposed Lease

Executive Square, Inc.

ONE WEST MOUNTAIN, FAYETTEVILLE, AR 72701 501/442-7672 FAX: 501/442-4580

February 26, 1998

Fayetteville City Council
113 West Mountain Street
Fayetteville, AR 72701

Re: Proposed Town Center

Dear Ladies and Gentlemen:

At the request of Jerry Rose, City Attorney, we are furnishing a copy of our lease of our property for use as a Plaza joining the Fayetteville Square to the proposed Town Center.

After many years, my family put together and now owns the property on the south side of the Fayetteville Square. The property is a single complex known as Executive Square and provides office, retail, parking and restaurant space to over 40 clients. We are quite happy with our property as it is and would prefer to carry out our plans to complete the project with additional office, commercial and parking spaces. Our property is not now and never has been for sale. I am sure you can appreciate that the heart of the property, so essential to the operation of the whole, would never be carved out and separated from what was so difficult to put together.

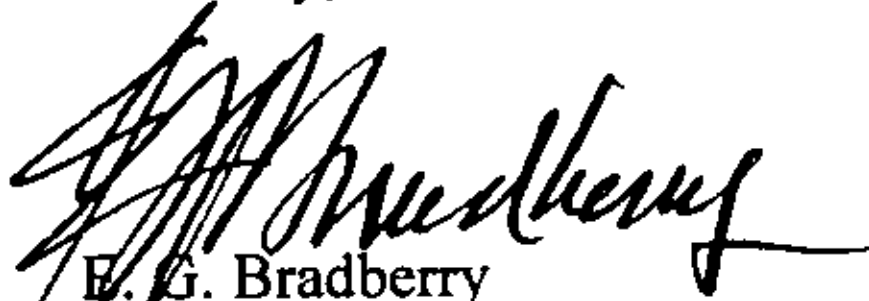
We were proceeding with our plans for this property as outlined above when we were approached by a Planning Committee regarding the possibility of building a Town Center on the property immediately south of us. Although the Town Center would be accessible from Block, East, and Rock Streets, the Committee asked if we would provide an alternate access path from the Square across our property. We felt such a project was a worthwhile pursuit and agreed that we would provide access via a long-term lease. However, any lease would have to be subject to certain conditions that would protect the integrity of our property. Everyone in the original Planning group seemed to think this was a very viable solution. Accordingly, we supported the Town Center enthusiastically. After the election, we agreed to meet with anyone who had a legitimate interest in understanding our position.

FAYETTEVILLE CITY COUNCIL**Page 2****February 26, 1998**

At the risk of sounding self-serving, let me say that my motives on the south side of the Fayetteville Square have never been profit driven. This piece of property means much more. It is where we want to live our business lives in a productive and beautiful setting in the city of our choice. We want to work with the City to achieve this. The modest lease payment we require should save the City money. The other conditions simply make the project better by incorporating our remaining property in a proper manner and assuring that we are able to continue our operations.

We hope you find our lease satisfactory and hope we can proceed with this most worthwhile project.

Sincerely,



E. G. Bradberry
President

EGB:sh

Enclosure

LEASE AGREEMENT

Agreement made this ____ day of _____, 1998, by and between BEKKA Development Company, an Arkansas corporation, with offices at One West Mountain St., Fayetteville, AR 72701, (hereinafter called "Lessor"), and the City of Fayetteville, Arkansas, a municipal corporation, with offices at 113 West Mountain St., Fayetteville, AR 72701, (hereinafter called "Lessee").

WHEREAS, the City of Fayetteville desires to revitalize its Downtown by building a Town Center with a Plaza connected to the Fayetteville Square; and

WHEREAS, BEKKA Development Company is also interested in revitalizing Downtown Fayetteville; and,

WHEREAS, BEKKA Development Company recognizes that its property is more valuable than indicated by the terms of this Lease Agreement; nevertheless, is willing to lease the hereinafter described property, under the terms and conditions specified herein;

NOW THEREFORE, in consideration of the rents, promises and mutual covenants contained herein, the Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES:** Lessor hereby lets, leases and demises unto Lessee, "as is, where is," with no warranties or representatives of any kind, including warranties of title, expressed or implied, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

Lots Two (2) and Three (3) in Block Thirty (30) in the Original Plat of the Town (now city) of Fayetteville, Arkansas.

To have and hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained and subject to a first mortgage to the Bradberry Family Trusts, dated December 8, 1997.

2. **TERM:** This lease shall commence upon the effective date hereof and shall extend for a term of twenty-five (25) years. Lessee shall have the option to extend said lease for two (2) additional twenty-five (25) year terms, if Lessee is not in default.

3. **POSSESSION:** Lessee may take possession of the leased premises when Lessor has given final approval of Lessee's plans for the improvements to be made to the Leased Premises, when a construction contract for the Town Center Project, which will be located south of the Leased Premises, has been

entered into; and all other items and issues involving the Lessee's intended use and improvement of the Leased Premises and Town Center have been finalized. Lessor reserves final approval of any and all improvements and any changes therein intended for the Leased Premises. All costs, utilities, and liability of and for the plaza and connecting areas, steps, and tie ins, shall be borne by the Lessee.

4. RENT: As partial consideration, in addition to the terms, conditions and covenants hereof, Lessee agrees to pay Lessor the sum of one thousand dollars (\$1,000.00) per month during the term or any extended terms, hereof, plus yearly calculated Urban Consumer Price Index increases each year, after the first year of the lease. The rent shall be paid on or before the first of the month at Lessor's Office at One West Mountain, Fayetteville, Arkansas 72701, or as the Lessor may otherwise direct by written notice to the Lessee.

5. TAXES: Lessee shall pay any and all ad valorem taxes, fees and assessments levied against said premises during the term of this lease; including, but not limited to, real estate property taxes and offstreet parking district taxes.

6. PARKING: Lessee shall provide, and maintain to Lessor's satisfactions, for Lessor's Tenants and customers exclusive use, sixteen (16) parking spaces under the south end of the Leased Premises and sixteen (16) parking spaces, in a reserved area in the Town Center Parking Garage, all at no expense to Lessor during the term, and any extended term, of this Agreement. Appropriate parking arrangements satisfactory to Lessor shall be provided for Lessor's tenants during the improvements to, and the construction of, the Town Center Parking Garage. Lessee shall make its best efforts not to disrupt Lessor and Lessor's related businesses located next to the Leased Premises.

7. USE: Lessee shall use the Leased Premises for the purpose of building and operating a Town Plaza, which shall be the entrance from the south side of the Fayetteville Square to the Town Center, and for no other purpose or purposes without the written consent of Lessor. Lessor reserves the right to build and rent commercial and/or retail stores on the east twenty-five (25) feet of the leased premises for seventy (70) feet to the south, beginning twenty (20) feet back, at the northeast corner of the Leased Premises.

8. ASSIGNMENT: Lessee shall not assign this lease or sublet the leased premises without prior written consent of Lessor.

9. DEFAULT: Lessor may declare a default by Lessee upon the following:
A. Lessee failing to pay any installment of rent and the failure continues for a period of 15 days after written notice to the Lessee.

B. Failure to comply with any other terms of this Lease Agreement, and not curing such failure within 30 days after written notice to the Lessee.

10. REMEDIES: Upon the occurrence of any default by the Lessee, which is not timely cured after written notice, Lessor may terminate this Lease Agreement and immediately enter upon and take possession of the leased premises. Pursuit of said remedy shall not preclude pursuit of any other remedies herein provided, or provided by law. No waiver by Lessor of any violation or breach of any portion hereof shall be deemed or construed to constitute a waiver of any other violation or breach of the same or otherwise. Lessee shall pay any and all costs and expenses resulting from an event of default hereunder or incurred in the collection of any past due balances hereunder, including reasonable attorney fees, whether said is attorney in-house or not, and whether or not suit is brought.

11. CONTINUING OBLIGATIONS: Lessee shall bear all cost and expenses, directly or indirectly associated with the Leased Premises, including, but not limited to, any and all improvements, maintenance, up-keep, lighting, utilities, insurance, accidents, taxes, fees, assessments, cleaning, snow removal and trash removal, and shall identify and hold Lessor harmless therefore. Lessee shall maintain the lease premises in a clean, attractive, healthful condition, and in accordance with all laws and ordinances. Lessee's obligations under this agreement shall continue and shall survive the expiration or termination hereof, until all obligations of the Lessee incurred hereunder have been met.

12. MISCELLANEOUS PROVISIONS:

A. Lessee shall pay any and all costs and expenses associated with, directly or indirectly, the removing, relocating, replacing, providing, etc., any and all utilities, electrical service, heating and air-conditioning, water, sewer, steps, entrances, driveways, etc., to or for the Leased Premises, and the premises and buildings located east and west of the Leased Premises. Said removal, relocations, etc., shall be subject to Lessor's prior approval and shall be done with minimum disruption of services.

B. Lessee shall provide and maintain access from the Leased Premises (plaza and parking) to the premises east and west of the Leased Premises, to Lessor's satisfaction, including at least three (3) walkways from the plaza to the premises located to the west of the Leased Premises.

C. Lessee shall provide and maintain access which is satisfactory to the Lessor from the parking spaces provided to Lessor hereunder, to the premises to the east and west of the Leased Premises; and shall provide and maintain lighting, ventilation and upkeep of said parking spaces in a manner which is satisfactory to Lessor.

D. At any time Lessor's current or future parking spaces are affected by Lessee's activities, Lessee shall provide alternative parking which is satisfactory to Lessor.

E. Lessee shall not block the view or access from the premises on the East or West of the Leased Premises. Should Lessor at anytime determine, in it's sole discretion, that such has or is about to occur, Lessee should take such steps as are necessary to the Lessor's satisfaction.

F. Lessor reserves the right to remove and retain all fencing currently located on the Leased Premises, and Lessor shall be given thirty (30) days notice by Lessee in order to remove the same, prior to the commencement of improvements on the Leased Premises by Lessee.

G. All risk and loss to the Leased Premises during the term or any extended terms hereof shall be borne by Lessee.

H. Upon termination of the lease, the Leased Premises and all improvements thereof shall be the property of the Lessor, unless the parties agree on further terms for the lease.

I. Upon termination of the lease, Lessee shall continue to provide Lessor reasonable ingress and egress to and from the Leased Premises across Lessee's property lying south of the Leased Premises. Said access is currently being afforded by a driveway/alley along the south edge of the Leased Premises from both East and Block Streets.

J. Lessee shall provide, at no cost to Lessor, during the term and any extended term hereof, reasonable trash/garbage disposal and pickup for use by Lessor and the occupants of the premises lying east and west of the Leased Premises.

13. SUCCESSION: This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

14. SEVERABILITY: Each provision of this lease agreement is severable from all other provisions. In the event any court of competent jurisdiction determines that any provision is invalid or unenforceable for any reason, all remaining provisions shall remain in full force and effect and shall be construed to best effectuate the intent of the parties.

15. INTERPRETATION: This lease agreement shall be deemed to have been made under and shall be governed by the laws of the State of Arkansas in all respects, including without limitation, matters of construction, validity, performance and venue. Venue of any legal actions shall be in Washington County, Arkansas and the parties specifically waive any and all other.

16. AUTHORIZATIONS: The persons executing this agreement covenant and represent that they are duly authorized and empowered to do so on behalf of the party they purport to represent.

17. **LIABILITY:** Lessor shall not be liable to Lessee or any other party, person, or entity for damage, injury or loss of any kind arising from or associated with the Leased Premises, directly or indirectly, and Lessee shall indemnify and hold Landlord and its officers, agents, employees, directors, and shareholders, harmless therefrom. The Lessor shall be liable for any and all damages from their construction, development, and use of the Leased Premises.

18. **TIME OF ESSENCE:** Time shall be of the essence in this Lease Agreement.

19. **ENTIRE AGREEMENT:** This Lease Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Lease Agreement supersedes all prior agreement, contracts, and understanding of any kind between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of this _____ day of _____, 1998.

LESSOR:

LESSEE:

BEKKA Development Co.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
President

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
) SS
 COUNTY OF Washington)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared Mayor Fred Hanna, known to me to be the person and officer whose name is subscribed to the foregoing instrument for and in the name and on behalf of the City of Fayetteville, Arkansas, and further stated that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 1998.

 Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF Arkansas)
) SS
 COUNTY OF Washington)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared E. G. Bradberry, known to me to be the person and officer whose name is subscribed to the foregoing instrument for and in the name and on behalf of BEKKA Development Company, and further stated that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 1998.

 Notary Public

My Commission Expires:

GROUP: ADVERTISING AND PROMOTION COMMISSION
Town Center Sub Committee

DATE: March 3, 1998

COMMISSIONERS PRESENT: Joe Fennel, Jim Waselues, Carl Maguire, Alex Jerde, Kit Williams, and Curtis Shipley

OTHERS PRESENT: Richard Alderman, Lyn Schaper, Kely Sutterfield, Kinley Johnson, Jeff Erf, Donna Pettus, Lamar Pettus, Rusty Garrett, Jill Rohrbach, and Marilyn Snapp.

The subcommittee was called to order at 1:00 p.m. in the conference room of the Fayetteville Chamber of Commerce.

Richard Alderman (WDD) presented eight cost saving options for the Fayetteville Town Center and discussed each. A list of those is attached.

Following presentation of each option, Commissioners presented the following proposals:

Fennel -	1. Exterior materials	\$450,000
	2. Plaza - reduce by	250,000
	3. Lower height of hall	125,000
	7. Change roof over lobby	80,000
	8. Reduce tower	50,000

Waselues - agree with Fennel and delete parking last level \$450,000

Williams -	1. Exterior materials	100,000
	2. Plaza	300,000
	3. Lower height of hall	125,000
	4. Delete parking	450,000
	7. Change roof	50,000
	8. Tower	150,000

Maguire -	5. Parking	450,000
	1. Exterior Materials	450,000
	2. Plaza	300,000
	3. Lower height	125,000

Jerde -	1. Exterior Materials	450,000
	2. Plaza	300,000
	3. Lower height	125,000
	5. Delete parking	450,000
	7. Change roof	80,000

Shipley -	1. Exterior materials	\$450,000
	2. Plaza	300,000
	3. Height of hall	125,000
	5. Delete parking	450,000
	6. Delete Second level storage	75,000

Shipley requested number of parking spaces available within a minute and a half of Town Center.

Following Commissioner input, Richard Alderman proposed the following:

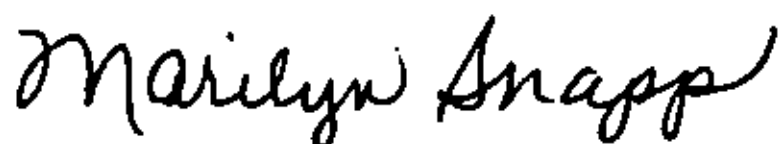
Change exterior materials	450,000
Delete parking - 3rd level	450,000
Lower height of hall	125,000
Simplify design of plaza	300,000
(Ask city to help with plaza and tower or do private contributions.)	
Miscellaneous changes	150,000

TOTAL	\$1,475,000
-------	-------------

Committee discussed options and agreed to call a special meeting to adopt options and prepare to send to city council.

Marilyn will schedule meeting and notify Commissioners and press of meeting.

Respectfully submitted,



Marilyn Snapp
Director, Convention and Visitor Development

Fayetteville Town Center

Cost Savings Options

March 12, 1998

1) Exterior Materials:

Parking Deck, Standard Concrete - delete masonry	\$ 300,000.00
Exhibit Hall, EIFS - delete precast	\$ 150,000.00

2) Plaza

Simplify design - basic paving and landscape areas	\$ 300,000.00
--	---------------

3) Lower Overall Height of Exhibit Hall

Interior height at 20'-0", lower overall by 3'	\$ 125,000.00
--	---------------

4) Delete Square Footage

20' of Exhibit Hall	\$ 348,000.00
Alternates:	
20' off entire south side	\$454,000.00
Reduce support areas	\$120,000.00

5) Delete Parking

Delete last level, including storage & elevator stop parking count at 180	\$ 450,000.00
--	---------------

6) Delete Second ^{Deck} Level Storage

Storage & service elevator stop	\$ 75,000.00
---------------------------------	--------------

7) Change Roof over Lobby

Roof to become part of building mass	\$ 80,000.00
--------------------------------------	--------------

8) Delete Tower

Entry to remain, delete tower above	\$ 200,000.00
-------------------------------------	---------------

Fayetteville Town Center

Construction Cost Estimates

March 9, 1998

	Conceptual Budgets @ 7-10-96	Schematic Design Estimate @ 11-10-97	Design Development @ 3-10-98
Exhibit Building	\$2,829,000.00/\$3,682,000.00	\$4,370,000.00 • 24,000 Sq. Ft. @\$150/Sq.Ft. (Main) • 8,000 Sq. Ft. @\$80/Sq. Ft. (Support) • Freight Elevator @ \$80,000 • Kitchen Equip. @ 50,000	\$4,235,670.00
Parking Deck	\$3,325,000.00/\$4,000,000.00	\$3,095,000.00 • 90,000 Sq. Ft. @\$21/Sq. Ft. (Parking) • 75,000 Sq. Ft. @\$50/Sq. Ft. (Support) • 8,000 Sq. Ft. @\$50/Sq. Ft. (Decks) • Site work @ \$400,000.00	\$3,713,470.00
Plaza	included in above	\$420,000	\$583,330.00
Total	\$6,154,000.00/\$7,682,000.00	\$7,885,000.00	\$8,532,470.00
Construction Budget (Set @ 3-24-97)		\$7,000,000.00	\$7,000,000.00
Total - Less Budget	+\$682,000.00	+\$885,000.00	+\$1,532,470.00

Fayetteville Town Center

Construction Budget Breakdown

March 9, 1998

	\$7,000,000 Budget Model	\$8,532,470 Design Development Estimate	Difference
Exhibit Building	\$3,750,000.00 (145.58 \$/Sq. Ft.)	\$4,235,670.00 (164.173 \$/Sq. Ft.)	\$485,670.00
Parking Deck	\$3,000,000.00 (22.22 \$/Sq. Ft.)	\$3,713,470.00 (27.50 \$/Sq. Ft.)	\$713,470.00
Plaza	\$250,000 (20.83 \$/Sq. Ft.)	\$583,330.00 (48.61 \$/Sq. Ft.)	\$333,330.00
Overall	\$7,000,000.00	\$8,532,470.00	\$1,532,470.00

Requested Optional Pricing

- Usable Tower (22'x22'x3 floors)= 2,028 Sq. Ft.
Elevators & Enclosure (3 stops)= \$125,000.00
Flooring & Finishes (2,500 Sq. Ft. @ \$65.00/ Sq. Ft.)= \$162,500.00
Stairs (1 Required) \$75,000.00
Total = \$362,500.00
- Floor Over Lobby (20'x150'= 3,000 Sq. Ft.)
Elevators & Enclosure (1 stop)= \$100,000.00
Flooring & Finishes (3,000 Sq. Ft. @ \$75.00/ Sq. Ft.)= \$225,000.00
Stairs (2 Required) \$150,000.00
Total = \$475,000.00
- Exterior Balcony Above Administration (30x150= 4,500 Sq. Ft.)
4,500 Sq. Ft. @ \$55.00/ Sq. Ft. = \$247,500.00 (\$497,000.00 Without Lobby)
- Tower Cap \$125,000.00

WITTENBERG, DELONY & DAVIDSON, INC.

Architecture
Planning
Interior Design

Northwest Arkansas Office • 100 West Center / Suite 102 • Fayetteville, AR 72701 • FAX 501/443-9515 • 501/443-6666

FAYETTEVILLE TOWN CENTER

Budget Review

11-10-1997

1) BUILDING

Main Level

24,000 sq.ft. public areas @ \$150.00/sq.ft. \$ 3,600,000.00

8,000 sq.ft. support areas @ \$80.00/sq.ft. \$ 640,000.00

Service Level

7,500 sq.ft. support areas @ \$50.00/sq.ft. \$ 375,000.00

Freight Elevator

\$ 80,000.00

Serving Kitchen Equipment

\$ 50,000.00

\$ 4,745,000.00

2) SITE WORK & PARKING LEVELS

Site Work

\$ 400,000.00

Parking Levels

220 cars @ \$8,500.00/car (90,000 sq.ft @ \$21) \$ 1,870,000.00

Exterior Deck Levels

8,000 sq.ft. @ \$50.00/sq.ft. \$ 450,000.00

\$ 2,720,000.00

3) PLAZA

Plaza

12,000 sq.ft. @ \$35.00/sq.ft. \$ 420,000.00

CONSTRUCTION COSTS

\$ 7,885,000.00

4) FIXTURES FURNITURE & EQUIPMENT

Allowance

\$ 200,000.00

5) SOFT COSTS

Allowance

\$ 500,000.00

TOTAL PROJECT COSTS

\$ 8,585,000.00

FAYETTEVILLE TOWN CENTER / EXHIBITION HALL
SCHEMATIC DESIGN * CONCEPTUAL BUDGET
JUNE 10, 1996

		LOW	HIGH
EXHIBITION HALL	14,400 SQ.FT.	\$ 1,728,000.00	\$ 2,160,000.00
		(\$120.00 SQ.FT.)	(\$150.00 SQ.FT.)
SUPPORT SPACES	10,600 SQ.FT.	\$ 901,000.00	\$ 1,272,000.00
		(\$ 85.00 SQ.FT.)	(\$120.00 SQ.FT.)
BUILDING TOTAL	25,000 SQ.FT.	\$ 2,629,000.00	\$ 3,432,000.00
PARKING	250 CARS	\$ 3,125,000.00	\$ 3,750,000.00
		(\$12,500.00/CAR)	(\$15,000.00/CAR)
CONTINGENCY & EQUIPMENT		\$ 400,000.00	\$ 500,000.00
OVERALL CONSTRUCTION BUDGET		\$ 6,154,000.00	\$ 7,682,000.00
SOFT COSTS (FEES, PRINTING, ETC. @ 7%)		\$ 430,780.00	\$ 537,740.00
TOTAL BUDGET		\$ 6,584,780.00	\$ 8,219,740.00

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of April 7, 1998

FROM:

Ben R. Mayes
 Name

Adm. Services
 Division

Adm. Services
 Department

ACTION REQUIRED: TOWN CENTER BOND ISSUANCE: The City Council is requested to approve an ordinance providing for the execution of documents needed to complete the issuance of the Hotel & Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance costs.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

ADA Coordinator

Date


 City Attorney

3-25-98

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommends approval of the bond ordinance and associated budget adjustments.

Division Head

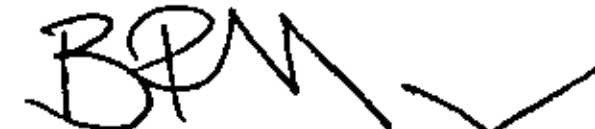
Date

Cross Reference

Department Director

Date

New Item: **Yes No**


 Administrative Services Director

3/25/98

Prev Ord/Res #: _____

Mayor

Date


 Mayor

3/28/98

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Ben R. Mayes, Administrative Services Director

DATE: March 25, 1998

RE: **Approval of Bond Ordinance - Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998**

As you are aware, the City, in conjunction with the Advertising & Promotion Commission has been in the process of issuing the City of Fayetteville Hotel & Restaurant Gross Receipts Tax Bonds, Series 1998 (Series 1998 Bonds) since approval by voters in August 1997. The bonds are being issued in the principal amount of \$6,950,000 to assist in financing the construction of a multi-purpose civic center (commonly known as the Town Center) to be located on the south side of the downtown square. The Town Center will provide exhibit space for meetings and conventions and expand the capabilities of the Center for Continuing Education located on the northeast side of the downtown square. Meeting and exhibit space also will be available to local groups and will provide a setting for such events as civic and private receptions, school activities, community meetings, banquets, job fairs, trade shows, and University of Arkansas events. The project will include the construction of a space multi-level parking garage which will be used to serve the Town Center and the downtown area.

The Series 1998 Bonds will be repaid by revenues generated from the City's 1% Hotel/Motel/Restaurant (HMR) tax for advertising and promotion. In addition to the HMR tax revenues, state tourist turnback revenues received, if any, in conjunction with the operation of the Town Center will also be used to pay debt service. The bonds will be on a parity with the Hotel & Restaurant Gross Receipts Tax Bonds, Series 1995, (Series 1995 Bonds) which were issued to refund the bonds related to the Continuing Education Center.

The Series 1998 Bonds will be repaid over a period not to exceed 22 years. The bonds are subject to optional redemption at par plus accrued interest on and after October 1, 2007. The earliest optional redemption date is October 1, 2005 at which time the bonds are redeemable at 101 % of par plus accrued interest.

The Bank of Oklahoma will serve as trustee and paying agent on the bonds. Bank of Oklahoma, N.A. is the trustee on the Series 1995 Bonds. To date, they have provided excellent service.

The Series 1998 Bonds are scheduled to be pre-priced by Llama Company and Stephens, Inc., which are serving as co-underwriters on the bond issue, in late April or early May. Following the sale date, staff will request final approval of the attached bond ordinance which provides for the execution of all documents involved in issuing and closing the transaction. The closing will be set for approximately 30 days following approval by the City Council. In order to expedite the bond issuance, while still providing adequate opportunity for public comment, staff requests that the bond ordinance be placed on first reading at the April 7 City Council meeting. A summary of the major provisions of the bond ordinance are as follows:

1. The ordinance authorizes the issuance and sale of the Series 1998 Bonds to Llama Company of Fayetteville and Stephens, Inc. of Little Rock as provided for in a separate Bond Purchase Agreement.
3. The ordinance establishes a debt service schedule which indicates the principal and interest maturities for the Series 1998 Bonds. This schedule will not be available until the date the bonds are priced. A copy will be distributed to the City Council at that time.
4. The ordinance authorizes the preparation and distribution of a Preliminary Official Statement (POS), which sets forth information concerning the issue and is utilized in the marketing of the bonds.
- 5) The ordinance authorizes execution of a separate First Supplemental Trust Indenture, which describes the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured as prescribed in the original Trust Indenture by and between the City of Fayetteville and Bank of Oklahoma, N.A.
- 6) Finally, the ordinance provides for authority to be given to the Mayor and City Clerk to execute and deliver all documents necessary to close the bond issue.

It should be noted that as the bidding of the project is completed, approval of bid document contracts will be brought for separate approval. Should you have any questions concerning any of the enclosed documents, please feel free to contact me at 575-8330.

BRM/bts

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL CONVENTION FACILITIES AND RELATED PARKING FACILITIES; AUTHORIZING THE SALE OF THE SERIES 1998 BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 1998 BONDS FROM THE CITY'S 1977 HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND OTHER SOURCES; ESTABLISHING THE PRINCIPAL MATURITIES, INTEREST RATES AND PRICE OF THE SERIES 1998 BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ordinance No. 2310, duly adopted and passed March 1, 1977, as amended by Ordinance No. 2315, approved on March 15, 1977, the City established a City Advertising and Promotion Commission (the "Commission") and levied a one cent tax upon the gross receipts of hotels, motels, restaurants, cafes, cafeterias and other establishments providing lodging or selling food for on-premises consumption in the City (the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to Act No. 185 of 1965, as amended ("Act No. 185"); and

WHEREAS, the City issued its Continuing Education Center Revenue Bonds, Series 1979 (the "1979 Bonds"), under the authority of Act No. 185 and Act No. 380 of 1971 ("Act No. 380") and particularly under Ordinance No. 2567 of the City, duly adopted and passed October 22, 1979;

WHEREAS, the City of Fayetteville, Arkansas (the "City") constructed the convention facilities known as the Continuing Education Center (the "Convention Facilities") with the proceeds of the 1979 Bonds, which Convention Facilities are leased to the Board of Trustees of the University of Arkansas; and

WHEREAS, the 1979 Bonds were refunded and redeemed when the City issued its \$2,675,000 Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "1995 Bonds")

WHEREAS, the Trust Indenture securing the 1995 Bonds provides for the issuance of bonds on a parity with the 1995 Bonds to construct additional convention facilities; and

WHEREAS, at a Special Election held on August 5, 1997, the electors within the City approved the issuance of not to exceed \$6,950,000 principal amount of Hotel and Restaurant Gross Receipts Tax Bonds to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking ("Additional Convention Facilities"); and

WHEREAS, the Commission has recommended to the City Council of the City, and the City Council has determined, that it is in the best interest of the City to proceed with the issuance of the 1998 Bonds and construct the Additional Convention Facilities; and

WHEREAS, the City is authorized under the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated (Repl. 1997) §§26-75-601 through 618, (Repl. 1997) (the "Act") and the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law") to issue and sell revenue bonds for the purpose of constructing the Additional Convention Facilities; and

WHEREAS, to secure funds necessary (together with the moneys to be contributed by the Commission and money and property to be contributed by the City) to construct the Additional Convention Facilities, to establish a reserve fund and to finance the printing, legal, underwriting, and other costs incidental to the issuance of revenue bonds for this purpose, the City has determined to issue revenue bonds in an aggregate principal amount of \$6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the City has determined to issue the Series 1998 Bonds under and pursuant to a First Supplemental Trust Indenture to be dated as of _____ 1, 1998 (the "Supplemental Indenture") by and between the City and Bank of Oklahoma N.A., Tulsa, Oklahoma, as Trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

WHEREAS, a Preliminary Official Statement (the "Preliminary Official Statement"), a form of the final Official Statement ("Official Statement") offering the Series 1998 Bonds for sale and a Bond Purchase Agreement have been presented to and are before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. Construction of Additional Convention Facilities. That the construction of the Additional Convention Facilities be accomplished. The Mayor and City Clerk are hereby authorized to take or cause to be taken all action necessary to accomplish the project and to execute all required documents.

Section 2. Issuance and Sale of Series 1998 Bonds. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Act and the Turnback Law, City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, are hereby authorized in the total principal amount of \$6,950,000, the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of constructing the Additional Convention Facilities in the form of a multipurpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking, establishing a debt service reserve for the Series 1998 Bonds, and paying the costs of issuing the Series 1998 Bonds.

The Series 1998 Bonds shall be sold to Llama Company and Stephens Inc. (the "Purchasers") pursuant to the terms and conditions of a Bond Purchase Agreement in substantially the form exhibited at this meeting, upon the terms and conditions set forth therein. The Mayor is hereby authorized to execute the Bond Purchase Agreement on behalf of the City, an executed copy of which shall be filed with the permanent records of the City.

Section 3. Details of Series 1998 Bonds. That the Series 1998 Bonds shall mature on October 1 of the years 1998 through 2017, inclusive, in the amounts, shall bear interest payable semiannually on April 1 and October 1 of each year, commencing October 1, 1998, at the rates, and shall be sold at the prices all as set forth below:

<u>Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Coupon</u>	<u>Yield</u>
1998	\$		
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2017*			

*Term Bonds.

Section 4. Preliminary Official Statement and Official Statement. That the Preliminary Official Statement, as distributed, is deemed final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and its distribution is hereby ratified. That there be, and there is hereby, authorized the distribution to various prospective and actual purchasers of the Bonds of a final Official Statement in the name of the Issuer, describing the City, the Series 1998 Bonds, the Supplemental Indenture, and setting forth such other information as may be determined to be necessary or desirable by the Purchasers. The Mayor is authorized to execute such Official Statement on behalf of the City and to confer with the Purchasers of the Series 1998 Bonds in order to complete the Official Statement in substantially the form submitted to this meeting with such changes as shall be approved by the Mayor.

Section 5. First Supplemental Trust Indenture. That to prescribe the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured, the Mayor is hereby authorized and directed to execute and acknowledge a First Supplemental Trust Indenture by and between the City and Bank of Oklahoma N.A., as Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Supplemental Indenture to be accepted, executed, and acknowledged by the Trustee. The Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions of the Supplemental Indenture pertaining to the maintenance of the City's 1977 Hotel and Restaurant Gross Receipts Tax at the rate of not less than 1%, the deposit and handling of revenues, and the terms of the Series 1998 Bonds. The Mayor is hereby authorized to confer with the Trustee and others in order to complete the Supplemental Indenture and to execute and deliver the same on behalf of the City in substantially the form presented to this meeting, with such changes as shall be approved by him, his execution to constitute conclusive evidence of such approval.

Section 6. Execution and Delivery of Documents. That the Mayor and the City Clerk are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bond Purchase Agreement, the Supplemental Indenture, a Continuing Disclosure Agreement, and a Tax Regulatory Agreement providing for the exclusion of interest on the Series 1998 Bonds from federal income taxation, and the performance of all obligations of the City under each such agreement, the issuance, execution, sale, and delivery of the Series 1998 Bonds, the distribution of the Preliminary Official Statement and an Official Statement, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred hereby.

Section 7. Tax-Exempt Obligations. The Series 1998 Bonds are hereby designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City represents that the aggregate principal amount of its Qualified Tax-Exempt Obligations (excluding "Private Activity Bonds" within the meaning of Section 141 of the Code which are not "Qualified 501(c)(3) Bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 1998 is not expected to exceed \$10,000,000.

Section 8. Clerk to File Documents. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meetings at which this Ordinance is adopted, for inspection by any interested person, a copy of the Bond Purchase Agreement, the Supplemental Indenture, and the Preliminary Official Statement in the forms presented to the City Council at this meeting.

Section 9. Powers of Commission. That the powers and authority of the Commission under the Act and the Turnback Law and prior ordinances of the City and all actions of the Commission taken or to be taken thereunder with respect to the Series 1998 Bonds, are hereby ratified, confirmed, and continued.

Section 10. No Rights Until Series 1998 Bonds Delivered. That this Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder or pursuant hereto until the Series 1998 Bonds authorized by this Ordinance shall be issued and delivered.

Section 11. Severability. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. Conflicts Repealed. That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted: _____, 1998.

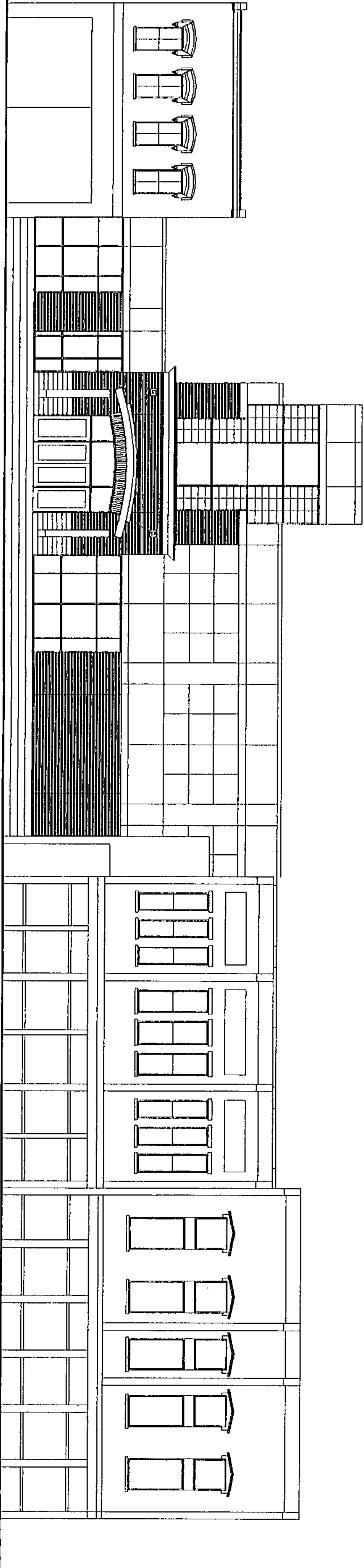
APPROVED:

ATTEST:

Fred B. Hanna, Jr., Mayor

Heather Woodruff, City Clerk

(S E A L)



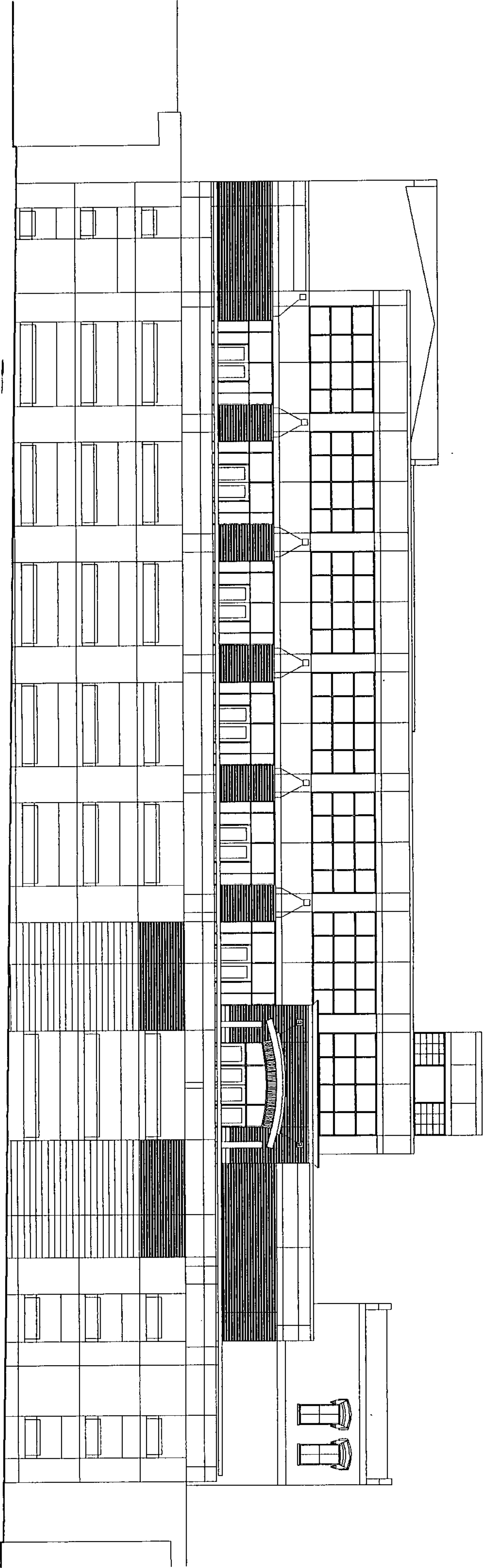
North Elevation

Scale: 1" = 16' - 0"

Revised Elevations

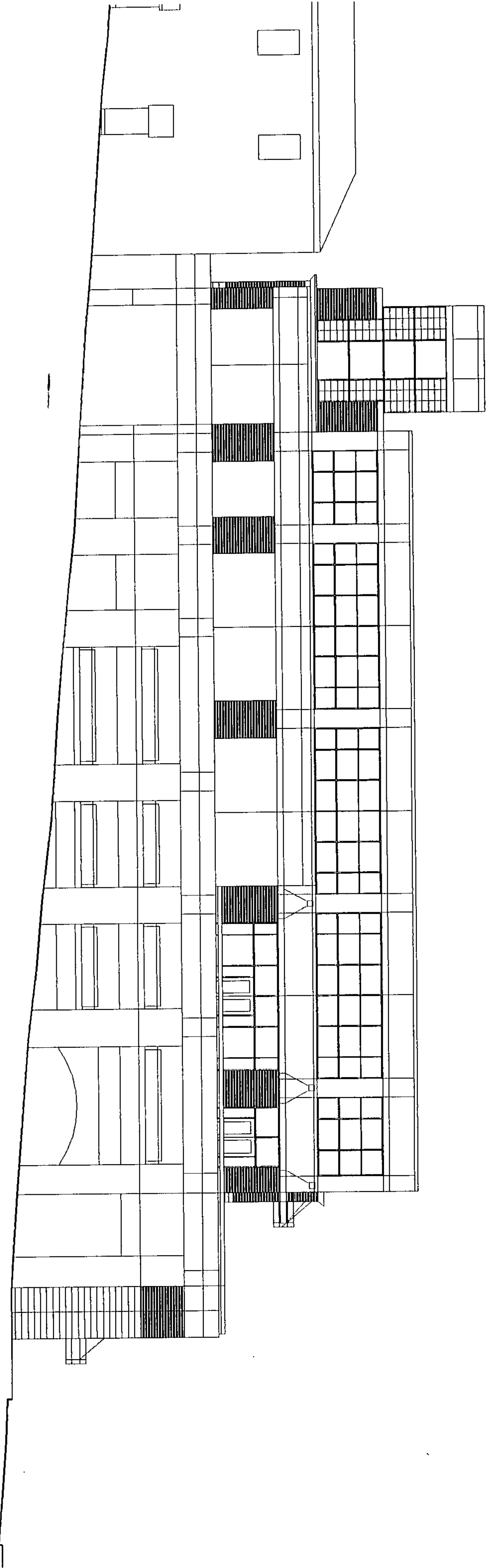
WITTENBERG, DELONY & DAVIDSON, INC.

3-24-1998



South Elevation

Scale: 1" = 16' - 0"



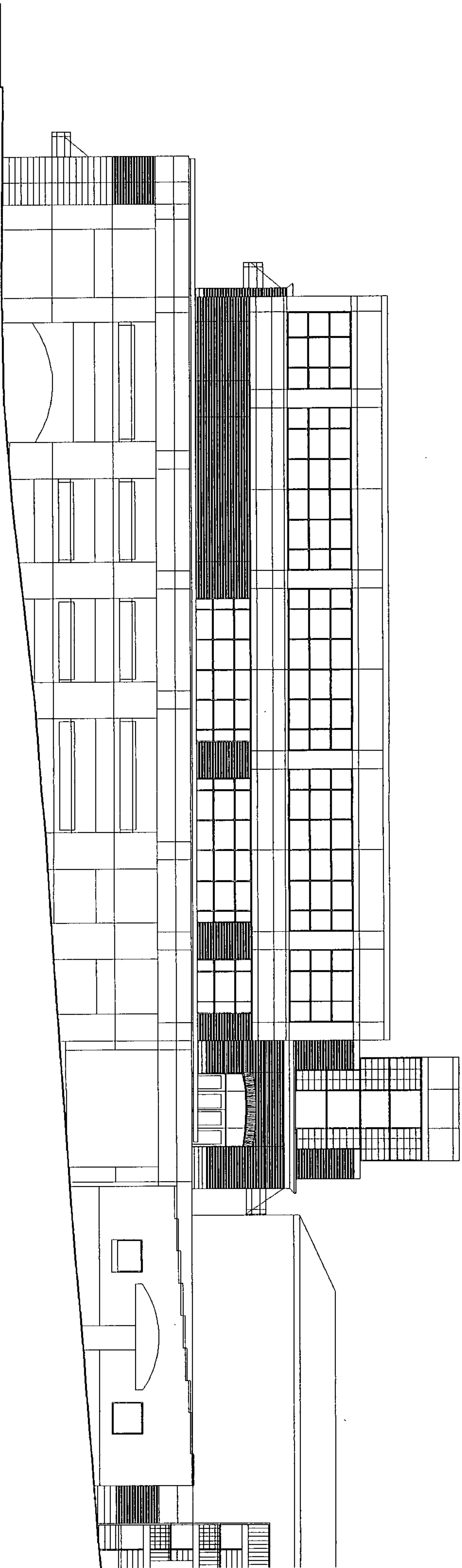
West Elevation

Scale: 1" = 16' - 0"

Revised Elevations

3-24-1998

WITTENBERG, DELONY & DAVIDSON, INC.



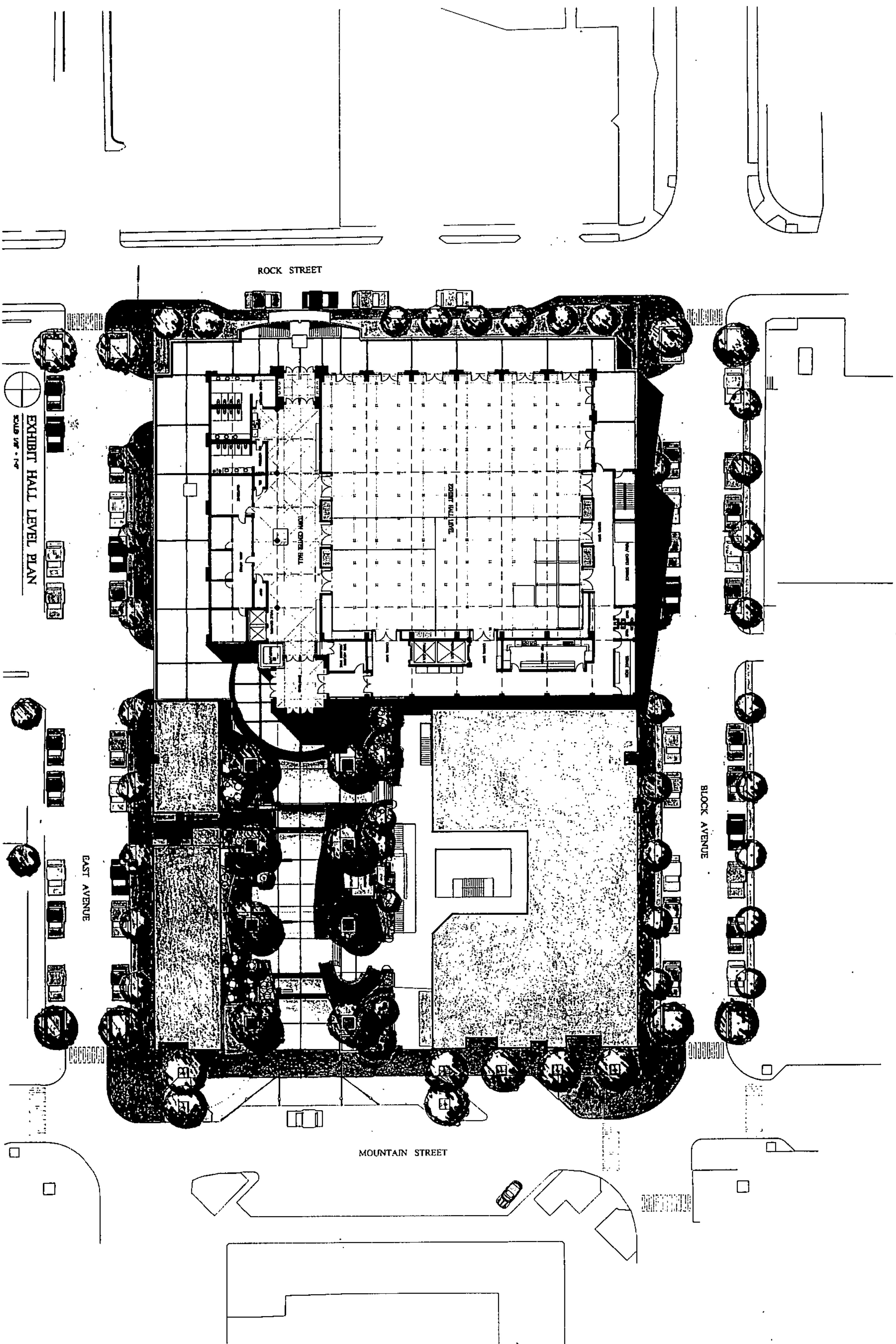
East Elevation

Scale: 1" = 16' - 0"

Revised Elevations

WITTENBERG, DELONY & DAVIDSON, INC

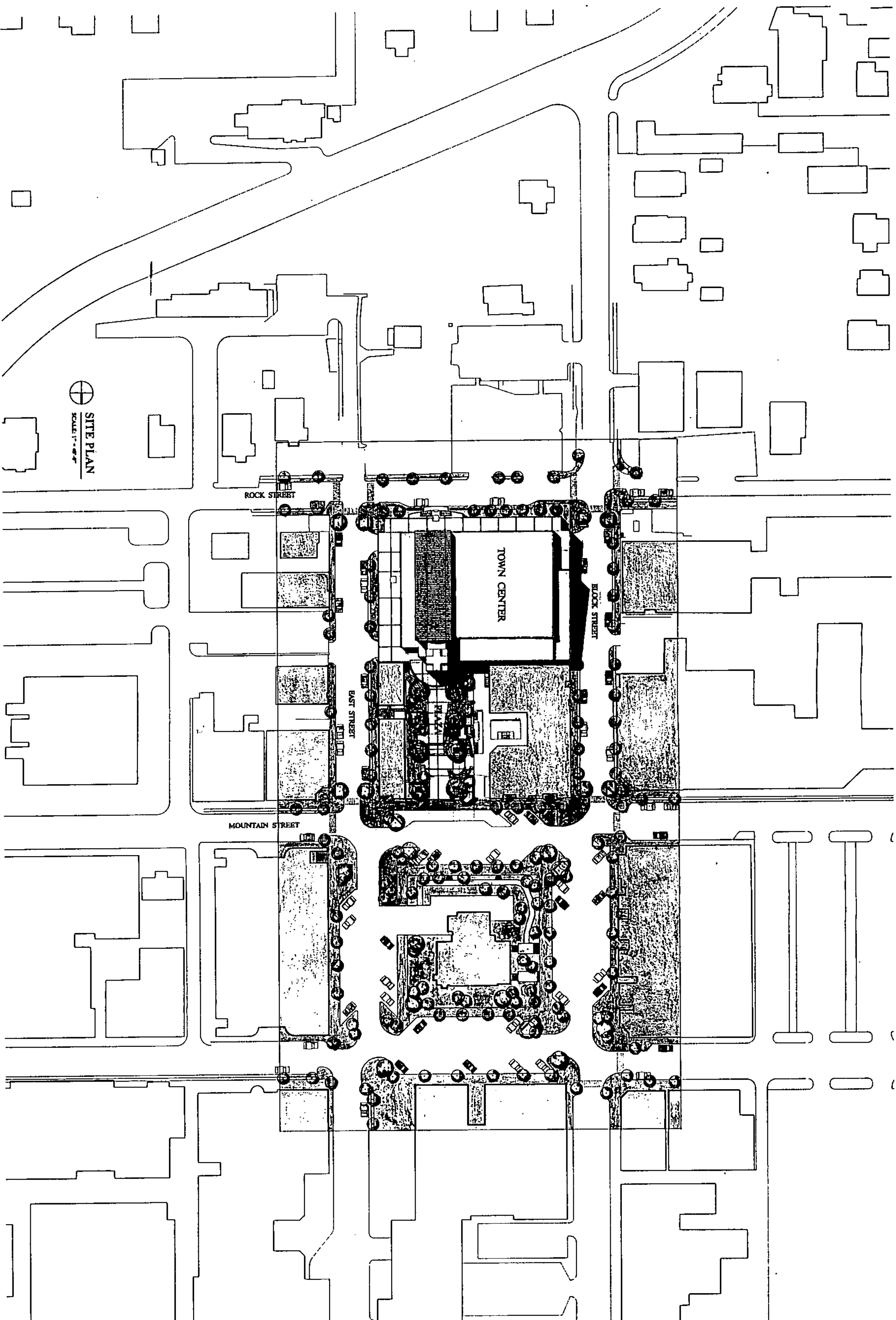
3-24-1998



Fayetteville

Town Center Exhibition Hall

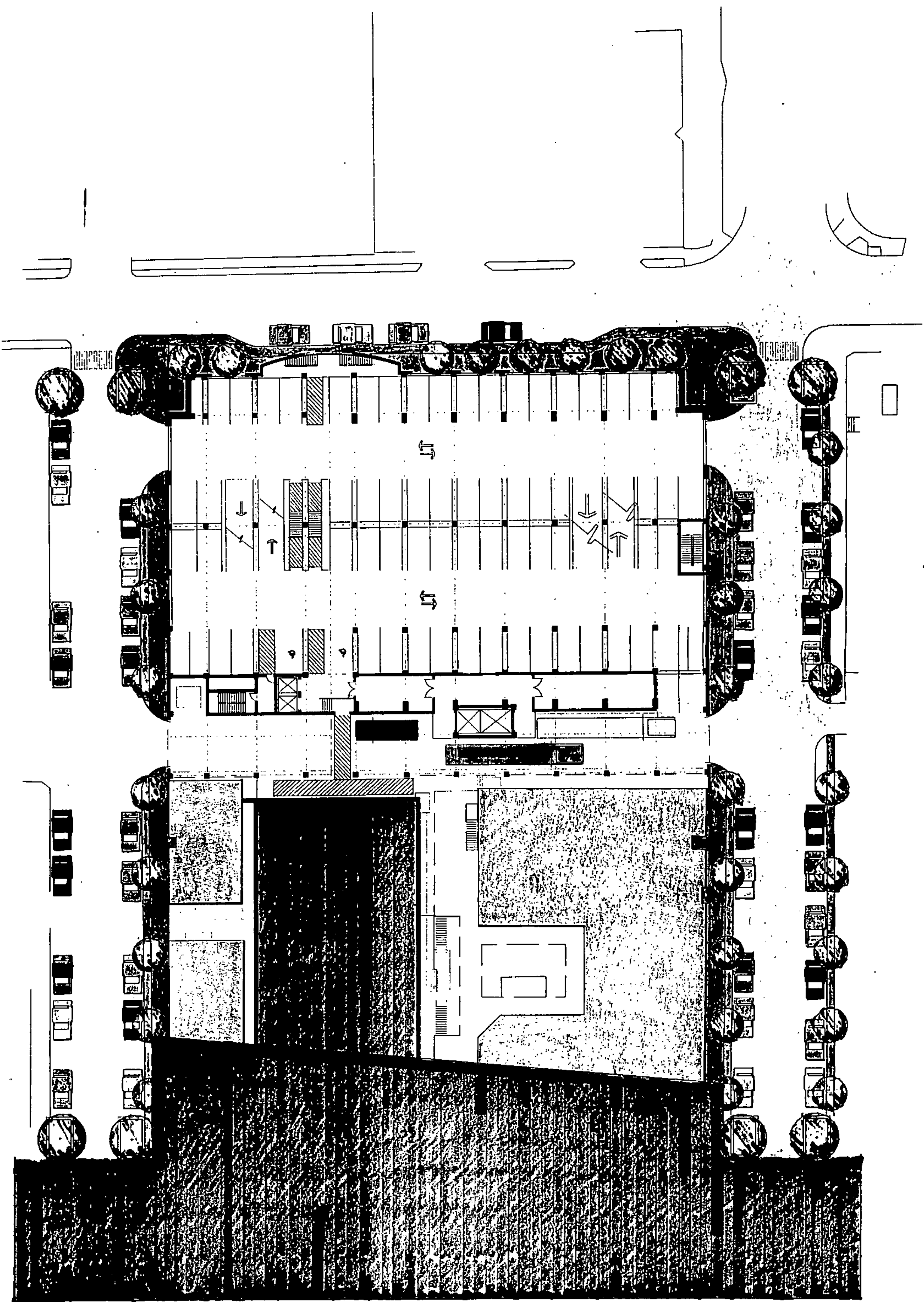
W&D
ARCHITECTS



Fayetteville

Town Center Exhibition Hall

WD&D
ARCHITECTS



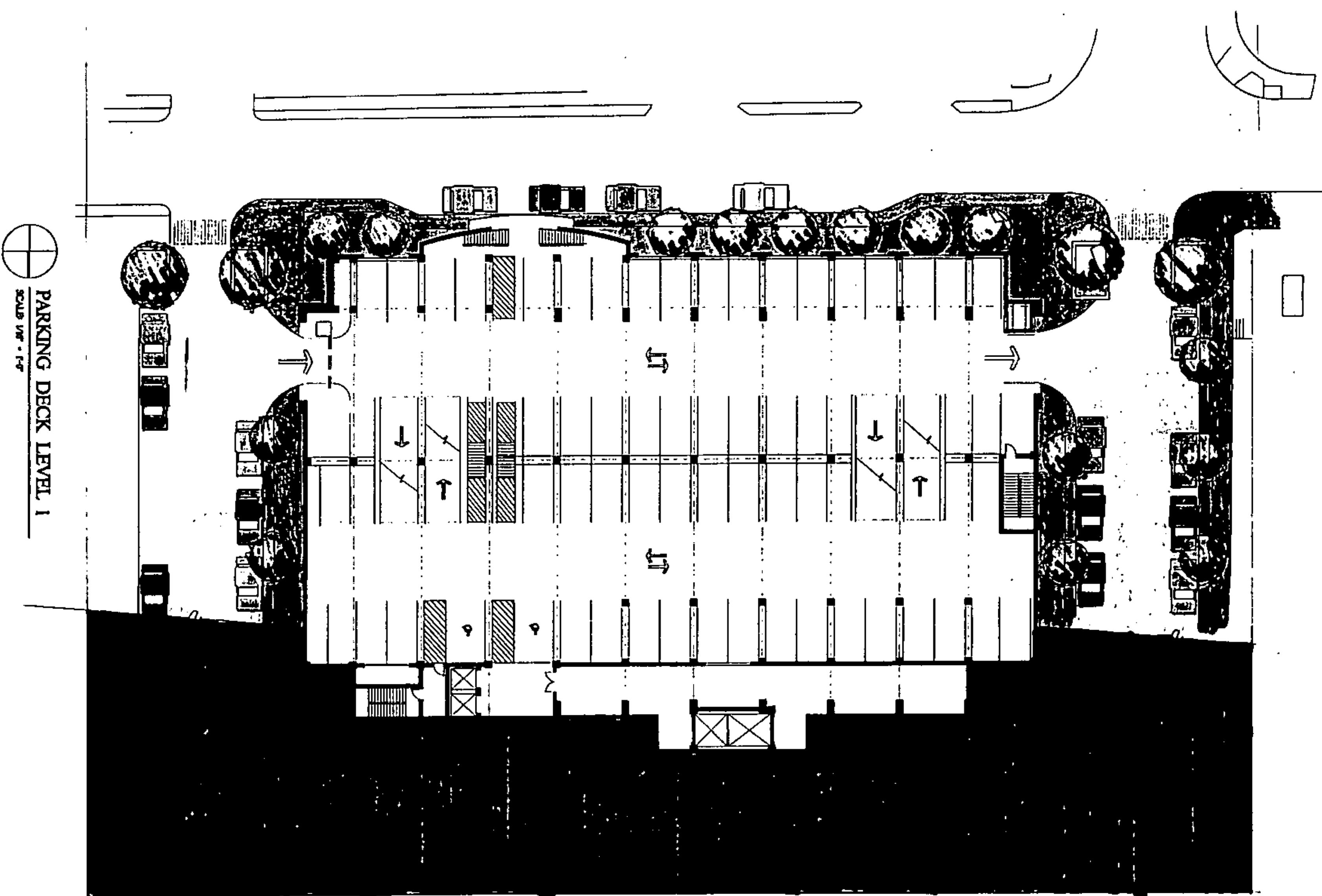
⊕ PARKING DECK LEVEL 3
SCALE 1/8" = 1'-0"



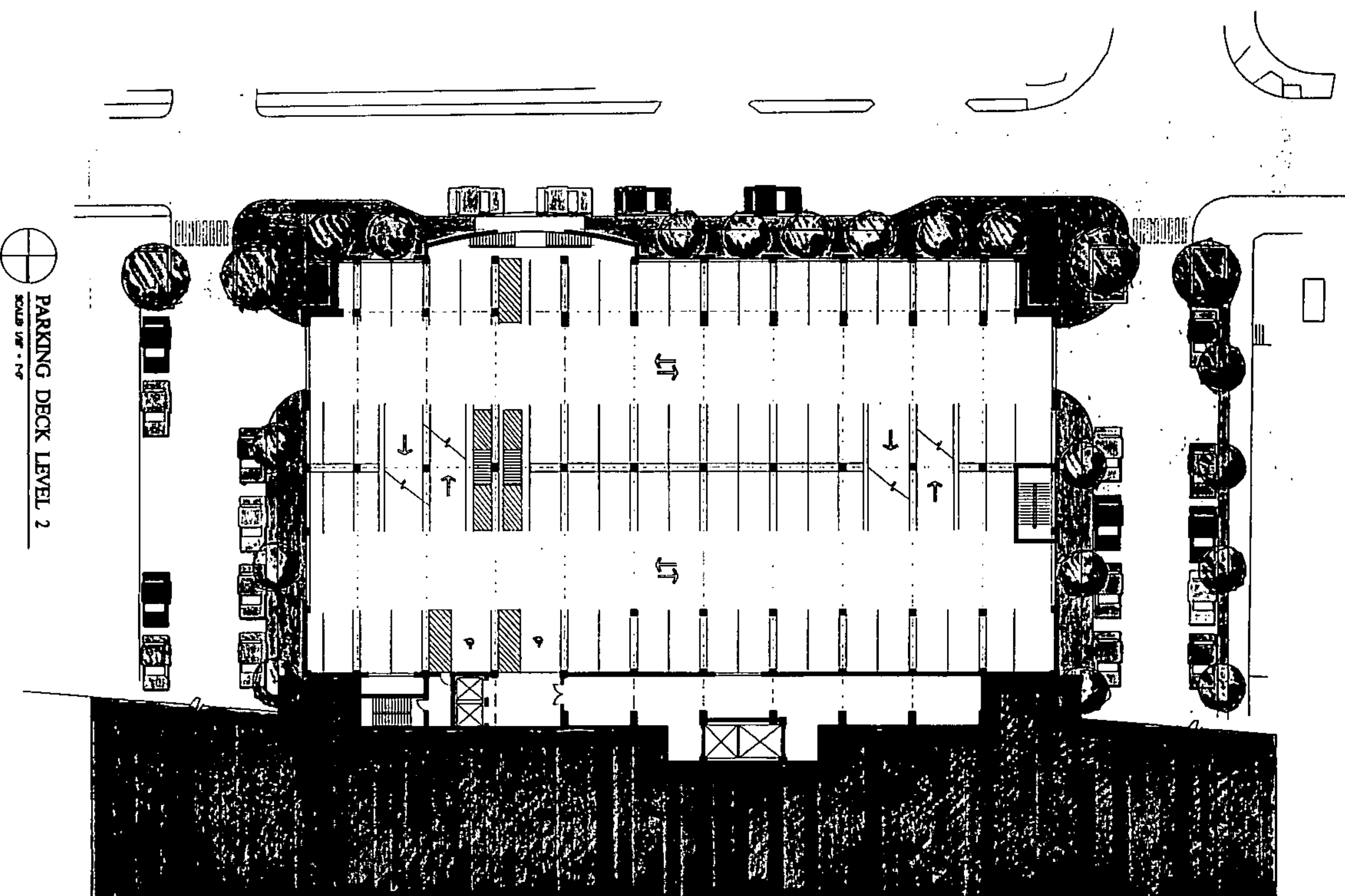
Fayetteville

Town Center Exhibition Hall

WD&D
ARCHITECTS



PARKING DECK LEVEL 1
SCALE 1/8" = 1'-0"

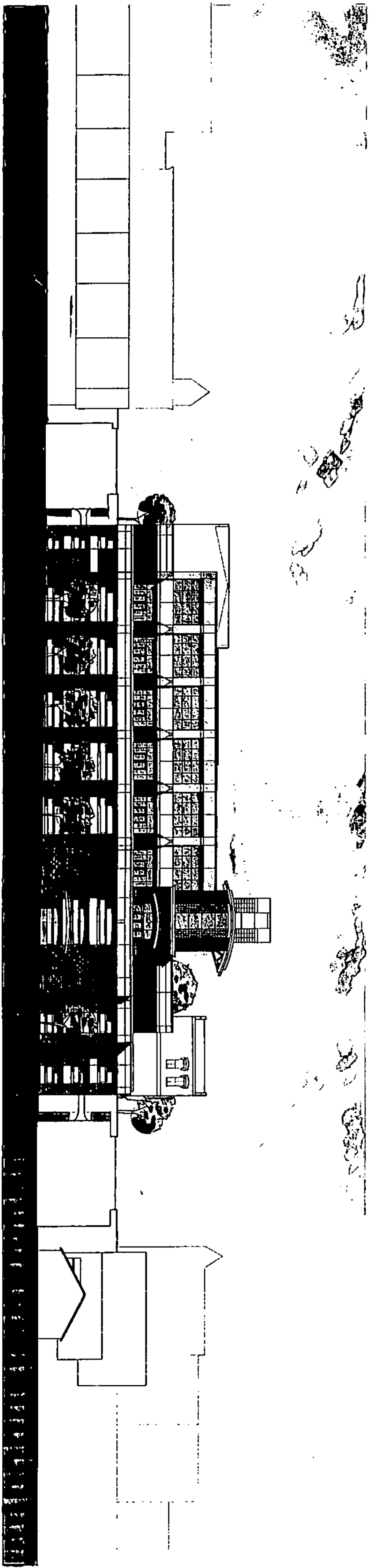


PARKING DECK LEVEL 2
SCALE 1/8" = 1'-0"



NORTH ELEVATION

SCALE 1/8" = 1'-0"



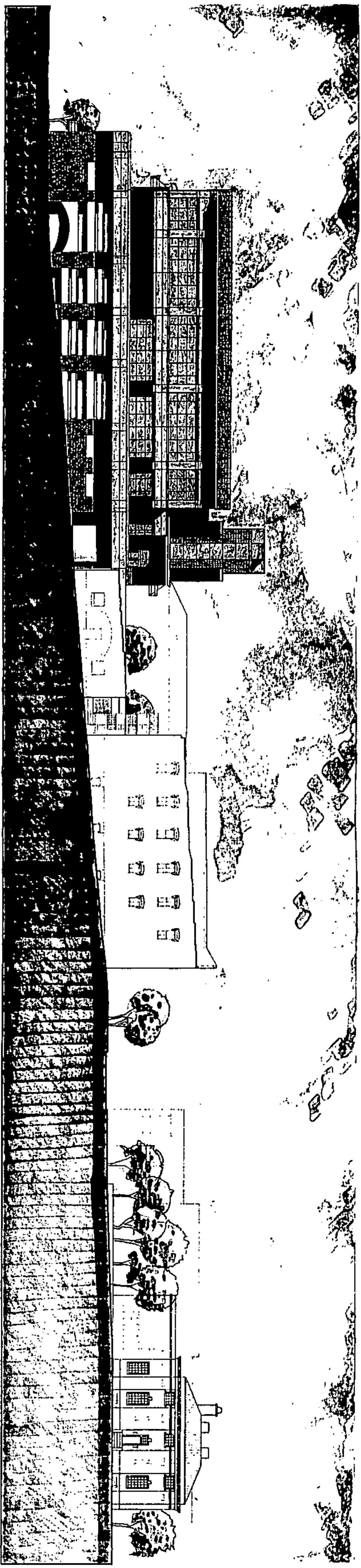
SOUTH ELEVATION

SCALE 1/8" = 1'-0"



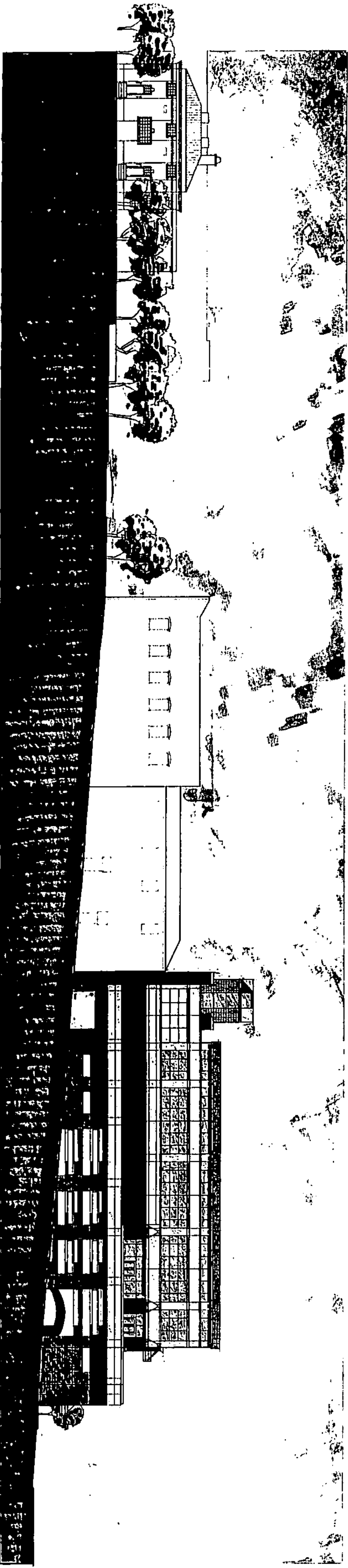
Fayetteville
Town Center Exhibition Hall

W&D
ARCHITECTS



EAST ELEVATION

SCALE 1/8" = 1'-0"



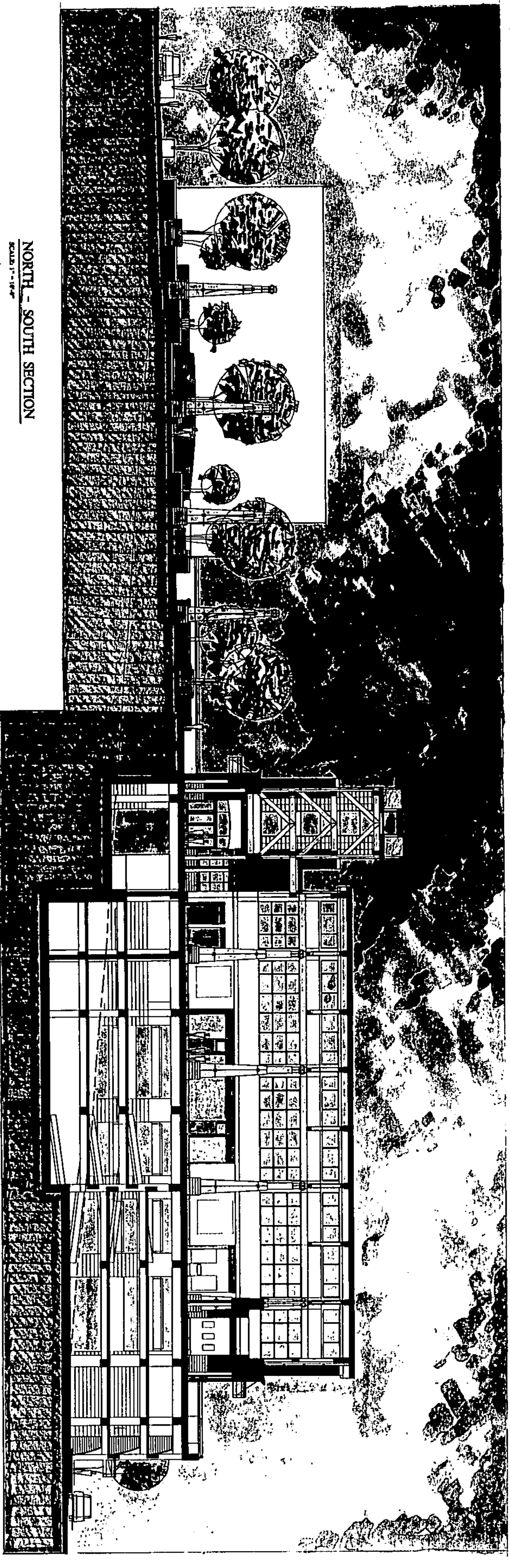
WEST ELEVATION

SCALE 1/8" = 1'-0"



Fayetteville
Town Center Exhibition Hall

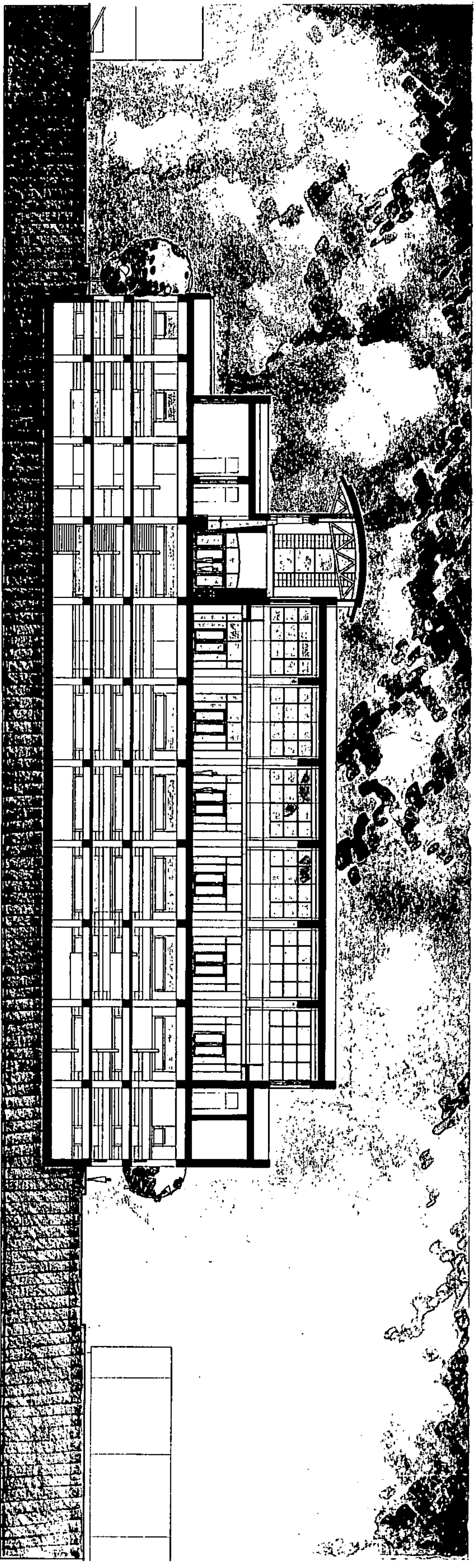
W&D
ARCHITECTS



Fayetteville

Town Center Exhibition Hall

W&D
ARCHITECTS



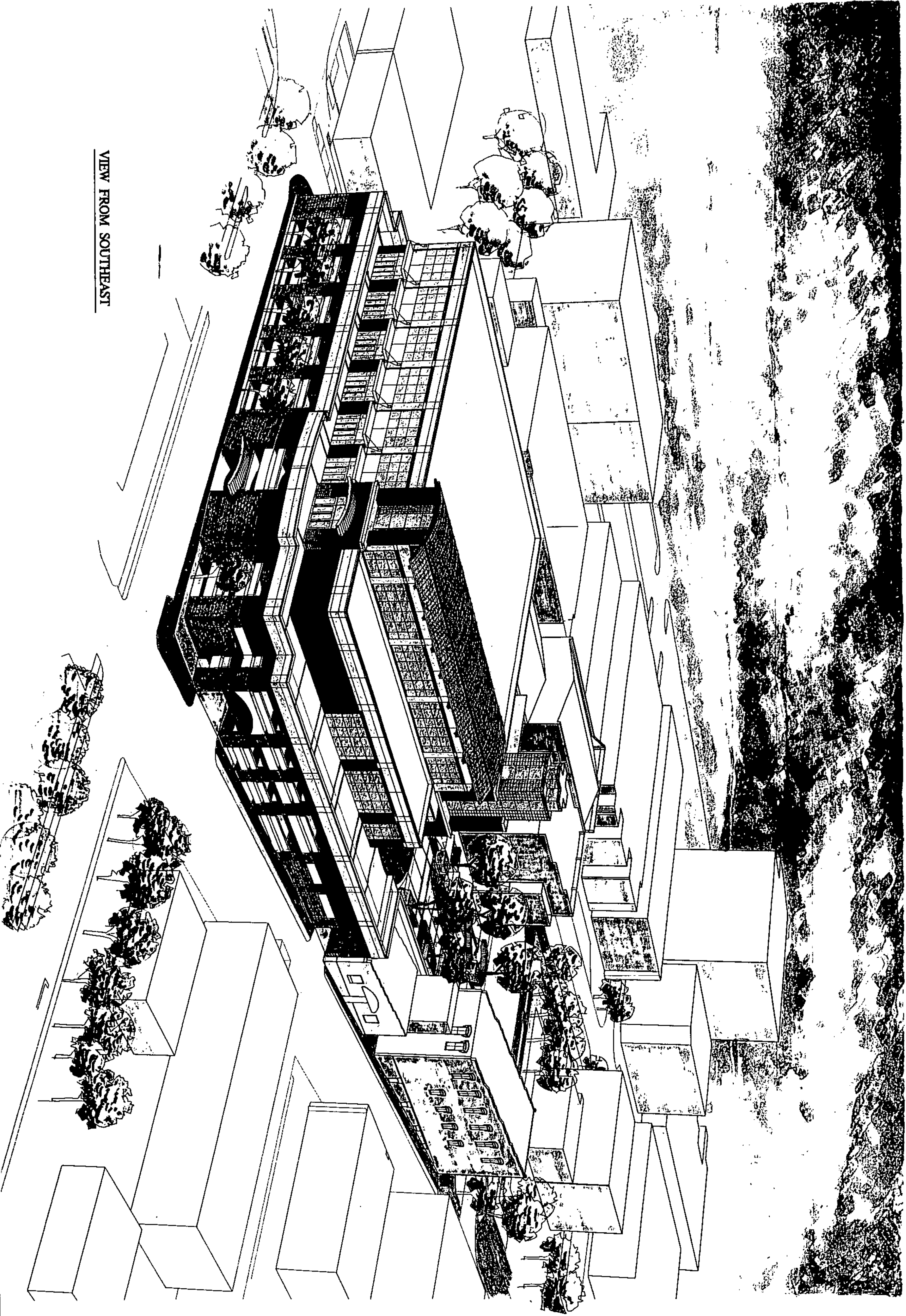
EAST - WEST SECTION

SCALE 1" = 12'-0"



Fayetteville
Town Center Exhibition Hall

W&D
ARCHITECTS



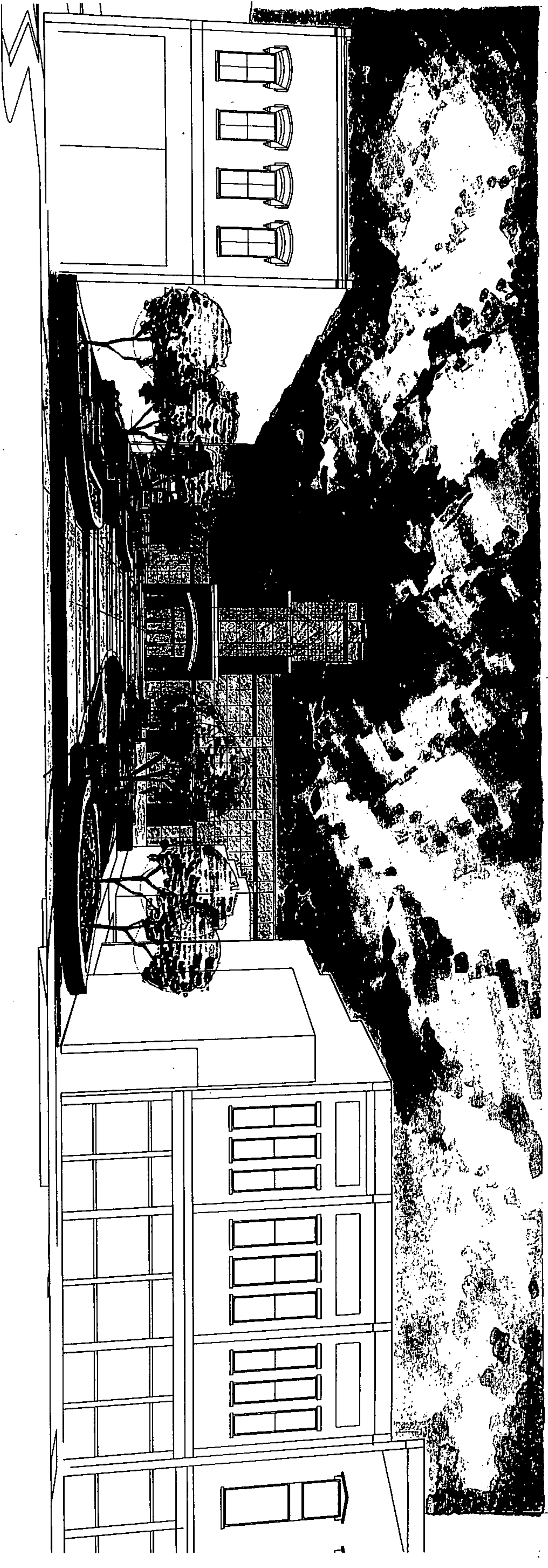
VIEW FROM SOUTHEAST



Fayetteville

Town Center Exhibition Hall

WD&D
ARCHITECTS



VIEW FROM SQUARE



Fayetteville

Town Center Exhibition Hall

WD&D
ARCHITECTS