FINAL
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
MAY 5, 1998

A meeting of the Fayetteville City Council will be held on May 5, 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

CONSENT AGENDA

1. **APPROVAL OF MINUTES**

2. **WATER/SEWER OPERATIONS CENTER:** An architectural contract with Cromwell Architects Engineers, for architectural design and construction supervision of the new Water/Sewer Operations Center, in the amount of $231,005, plus approval of a 10% contingency of $23,100.

3. **BCBS/U.S. ABLE LIFE:** Exercise option to renew BCBS/U.S. Able Life, AD&D and LTD Group Policies for policy year 5-1-98 through 4-30-99. There is no increase in premium. Annualized total city contributions for this policy year will be approximately $167,467.00.

4. **SOUTHEAST TARGET AREA:** Budget adjustment and contract award to Sweetser Construction, Inc. for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area.

5. **TCA CABLE BUILDING:** Removed from consent agenda. Moved to New Business item #14.

5A. **AIRCRAFT RESCUE & FIRE STATION:** Approval of the low bid from Buildings, Inc. In the amount of $666,600.00 for the Airport's new Aircraft Rescue and Fire station. The project is currently being reviewed by the FAA. The project will be 90% funded by the FAA grant, a stated grant of 5% will be applied for and the remaining 5% will be reimbursed to the Airport through the Passenger Facility Charge.

OLD BUSINESS

VETO: Discussion of Human Dignity Resolution veto.

6. **WARD BOUNDARIES:** An ordinance changing the ward boundaries for the city of Fayetteville. The ordinance was left on the second reading at the April 21, 1998 meeting.

7. **AFFIRMING PLANNING COMMISSION FINDINGS:** An ordinance requiring the Planning Commission to take a separate vote to affirm finding. The ordinance was left on the second reading at the April 21, 1998 meeting.

8. **REZONING APPEAL FOR RZ 98-7.00:** Appeal of Rezoning request RZ 98-7.00

submitted by Michele Harrington, on behalf of Mark Marquess and Dan Dykema, for property located at the southwest corner of 46th street and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low Density Residential. The ordinance was left on the first reading at the April 21, 1998 meeting.

9. STREET NAME CHANGE: An ordinance changing the name of a section of Cato Springs Road between U. S. Highway 71 and the junction of Razorback Road, a distance of approximately 0.39 miles to Razorback Road. This ordinance was left on the first reading at the April 21, 1998 meeting.

NEW BUSINESS

10. RZA 98-8:00: An ordinance approving an annexation request submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property is located within the county and contains approximately 0.93 acres.

11. RZ 98-9:00: An ordinance approving a rezoning request submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low-Density Residential.

12. BID WAIVER: Approval of an ordinance providing for a bid waiver for the purchase of replacement parking meters from Duncan Industries for 1998.

13. BID WAIVER: Approval of an ordinance providing for a Bid waiver to purchase H. D. Cab and Chassis and Compartmentalized Body for use in the Curbside Sort Recycle Program.

14. TCA CABLE BUILDING: A resolution authorizing the Mayor and the City Attorney to approve the purchase of property located at 125 W. Mountain Street (formerly TCA Cable Building) for an amount not to exceed $277,000 plus applicable closing costs, and approval of a budget adjustment for the purchase. The property is 17,312 square feet in area and the building contains 9,763 square feet. (Removed from the Consent Agenda).

15. BRADBERRY PROPERTY: A report form the City Attorney on Bradberry property acquisition.

16. GREENSPACE WAIVER: A resolution accepting a 2.48 acre park land parcel and waiving the remainder of the greenspace requirement to accept money-in-lieu for the proposed Easton Park Subdivision.

17. HUMAN DIGNITY COUNCIL: A resolution establishing the Fayetteville Human Dignity Council. (Alderman Zurcher has stated he will request that the resolution be removed from the agenda)

18. INFORMATION ITEMS

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.

MAY 5, 1998

	ROLL	HD R2 NOMINATING.	5m/T1 CONSENT		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	A		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
MAYOR HANNA	✓				
		8-0.	7-0-1.		

	VETO				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	N				
PETTUS	N				
MILLER	✓				
MAYOR HANNA					
	6-2-0.				

	WARD B.				
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
YOUNG	✓	N			
ZURCHER	✓	N			
TRUMBO	✓	✓			
PETTUS	✓	✓			
MILLER	✓	✓			
MAYOR HANNA					
		6-2-0.			

	[illegible] P.C. FINDINGS				
WILLIAMS	✓	N			
SCHAPER	✓	N			
DANIEL	✓	N			
YOUNG	✓	✓			
ZURCHER	✓	✓			
TRUMBO	✓	N			
PETTUS	✓	N			
MILLER	✓	✓			
MAYOR HANNA					

	R2987.00	3-5-0. move suspend 3RD read			
WILLIAMS	✓	✓	N		
SCHAPER	✓	✓	N		
DANIEL	✓	✓	N		
YOUNG	✓	A	A		
ZURCHER	✓	✓	N		
TRUMBO	✓	✓	N		
PETTUS	✓	A	A		
MILLER	✓	N	N		
MAYOR HANNA					

	2ND reading. ST. NAME CHNG.	5-1-2. 3RD	0-6-2		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
MAYOR HANNA					

	RZA 98-8.00	2nd	approved		
WILLIAMS	✓ 1st	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
MAYOR HANNA			8-0-0		

	app RZ-98-9.00				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
MAYOR HANNA					
	8-0-0				

	Parking mtr. Bid waiver				
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
MAYOR HANNA					

	Recycle Bid Waiver				
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
MAYOR HANNA					

	TCA Bldg.				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
MAYOR HANNA					
	7-0-0				

	Brad. Prop and all possible alternatives				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	N				
MILLER	✓				
MAYOR HANNA					
	7-1-0.				

	Eaton Greenspace				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
MAYOR HANNA					

	H.D. Council				
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
MAYOR HANNA					

WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
MAYOR HANNA					

FINAL AGENDA INFORMATION
for
May 5, 1998, Council Meeting

Handouts and Changes made at agenda session:

- Replacement pages for architectural contract
  replace pages 2.01, 2.17, 2.25, 2.27

- Move Item 5 from consent agenda to regular agenda
  Renumber this 14.01 to 14.64

- Add request for approval of low bid, Buildings, Inc.
  number this 5A.01-5A.14

- Add memo from Jim Johnson re Cato Springs Road
  number this 9.01-9.02

- Add resolution re human dignity council
  number this 17.01-17.02

Attached here:

- Final Agenda
- Item 1, minutes
- Item 7, ordinances re Planning Commission
- Item 16, resolution re greenspace waiver
- Item 18, information items

Arkansas thrashes Wichita State
Page B1

WEDNESDAY
April 29, 1998

The Morning News
OF NORTHWEST ARKANSAS

http://www.mornews.com e-mail: mail@mornews.com

Council approves ordinance

Measure limits locations of sex-oriented businesses

Thomas Sissom
The Morning News

Saying they wished they could do more, the Rogers City Council voted unanimously Tuesday for an ordinance limiting the areas where sexually oriented businesses may operate in the city.

The council's Community Environment and Welfare Committee held a 30-minute meeting on the ordinance before the full council met and heard from a number of Rogers residents, with many asking for a ban on such businesses. City Attorney Ben Lipscomb said rulings by the U.S. Supreme Court in First Amendment cases don't allow cities to ban such businesses because dancing is considered a protected form of free speech.

"This type of material is considered free speech by the Supreme Court," Lipscomb said. "What we're doing is making it as difficult as we can and still make it possible to defend a First Amendment lawsuit against the city of Rogers."

When the question of businesses selling "obscene" magazines or videotapes was raised, Lipscomb said questions of obscenity are not subject to the city's ordinance. Such complaints would have to be taken to the Benton County Prosecuting Attorney's Office, Lipscomb said, which would investigate the complaints and decide whether prosecution under state law is warranted.

The ordinance establishes limits on areas where businesses that meet the definition of a sexually oriented business can locate in Rogers. The ordinance restricts such businesses to C-2 commercial zones and includes distance requirements to keep the businesses away from homes, churches, most public places, establishments that serve alcohol and even from other sexually oriented businesses. Lipscomb and Maurice Kolman, the city's planning director, said the specifics of the ordinance limit the possible sites for these businesses to about 5 percent of the city's commercial property. Lipscomb said federal court rulings had established that cities must allow such businesses, but property owners are not

Please see **COUNCIL**, Page A2

AARON SKINNER / THE MORNING NEWS
Boxes stacked against the wall crowd a bedroom in the Rainvilles' apartment.

Family hunts for new home

Aaron Skinner
The Morning News

Terry Rainville and her teen-age son, James, walk down the hallway of the house.

They look into doorways, imagining furniture here, a few pictures on the walls, seeing the house as if it belonged to them.

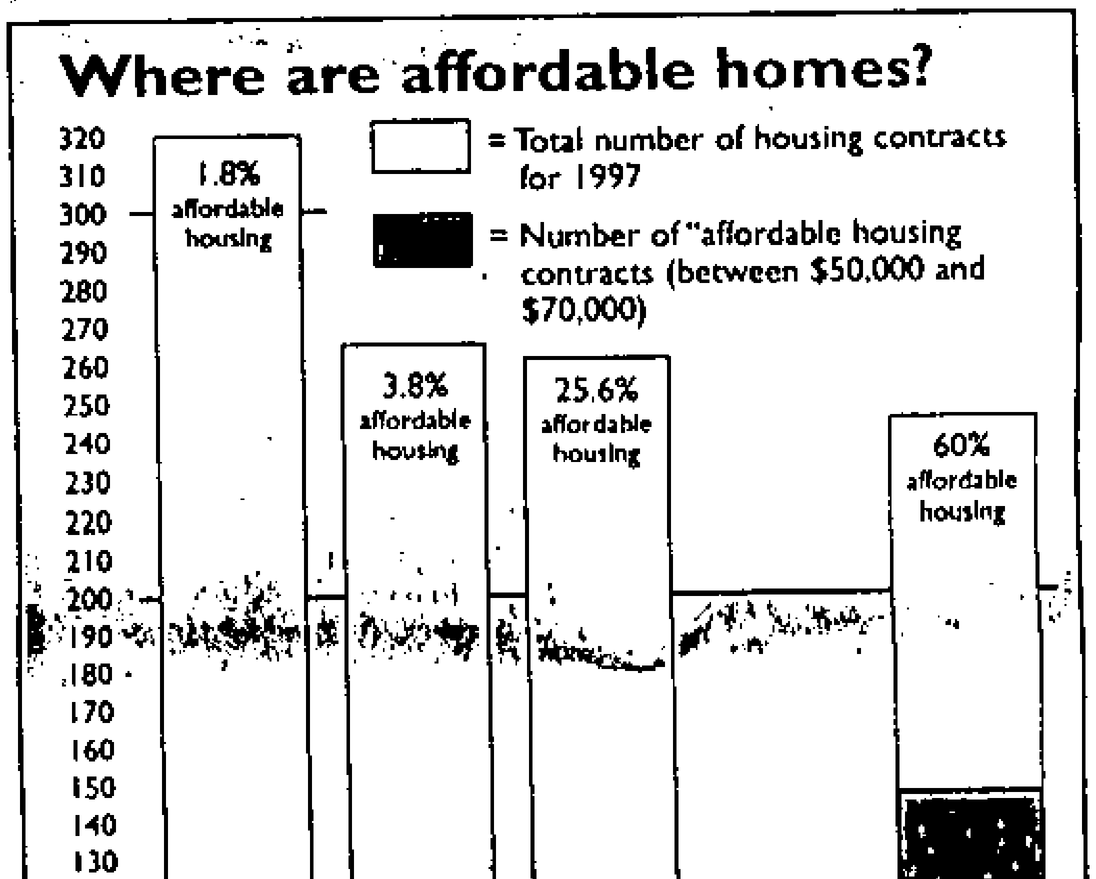
In the garage, Terry's husband, Mike, holds a ladder while real estate agent John DeBus climbs into the attic. Later, as Mike, John and James explore the large fenced backyard with its above-ground pool and shed, Terry talks with the house's current owner in the kitchen.

She asks how long they've lived there? What's the neighborhood like? How old are appliances? Which ones come with the house?

After a few minutes, Mike climbs into DeBus' Grand Marquis, which backs out of the driveway of the house and heads south toward New Hope Road. Terry and James follow in the family's pickup as they set off to look at the fourth and final house on today's itinerary.

The Rainvilles are ready to claim their part of the

Please see **HOUSE**, Page A2



ANNE FLIPPIN / THE MORNING NEWS

Protes drown Hucka

The governor had to leave the podium at a civil-rights conference in Little Rock on Tuesday.

Stephen Steed
News Little Rock Bureau

LITTLE ROCK — Protesters forced Gov. Mike Huckabee from a speaker's podium Tuesday when they took over a civil-rights conference in Little Rock.

Unable to speak because of the din raised by the protesters, Huckabee left the stage and was taken by state police officers to an unmarked police car. A few protesters gathered around the car, in an apparent effort to keep it from leaving.

One protester, though, implored, "Let's not get hurt doing this," and the car left the parking lot of the Airport Holiday Inn, where the civil-rights conference was taking place.

Huckabee wasn't threatened

City Council action on pa

Scott Butki
The Morning News

After tossing out criticism and allegations while standing their ground, the members of the Springdale City Council decided Tuesday to postpone any action on the east Springdale park debate.

Alderman Bobby Stout pulled two park-related resolutions from the agenda on the condition that the council hold a public hearing on the issue at the next meeting and try to decide the whole matter then.

Meanwhile, Mayor Charles McKinney suggested the city refer the question of where the next park be built over to the staff of the Northwest Arkansas Regional Planning Commission for further study.

He later said he would put that idea on hold until the May 10 meet-

One of men accused in infant deaths

John T. Anderson
The Morning News

One of the two men accused of leaving infants to die a slow death in an overheated car posted a $50,000 bond Monday and was released from the Benton County Jail.

Ricky Leon Crisp, 23, of Garfield bonded out of the Benton County Jail late Monday night, just hours

charges of probation violation. He bonded out on those charges Tuesday, according to Washington County Jail authorities. Crisp's bond in Washington County was $2,500.

Crisp, in his hearing Monday, was represented by Public Defender Charles Duell. Public defenders are assigned only to cases in which the defendants cannot afford to hire legal counsel.

connection with the deaths of 15-month-old Vicky Crisp, the daughter of Ricky Crisp, and her cousin, 4-month-old Sidney Pippin. Griffith's bond is set at $35,000.

Griffith is not related to either of the children. As of late Tuesday afternoon, he had not made bond.

Prosecuting Attorney Brad Butler requested a bond of $100,000 for each man.

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, April 21, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

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

ABSENT: **None**

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

CONSENT AGENDA

Minutes of the April 7, 1998, City Council meeting.

BID 98-12

A resolution accepting the lowest qualified bidder for item 1, self-propelled broom sweeper, for Street Department, bid 98-12, with trade in of item 2. The vender of this purchase is Mitchel Machinery Co., 2218 Industrial Park Road, Van Buren, Arkansas;

RESOLUTION 46-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

BID 98-16

A resolution awarding and approving Bid 98-16 for the purchase of curbside recycling bins and accessories from Rehrig Pacific Company, Dallas, Texas, in the amount of $134,810 for implementation of our curbside-sort recycling program and to approve a budget adjustment in the amount of $12,810;

RESOLUTION 47-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

RESEARCH & TECHNOLOGY PARK

A resolution authorizing the City of Fayetteville to apply to the State of Arkansas Department of Finance and Administration for a grant from the Economic Development of Arkansas Fund for construction of water and sewer lines and streets necessary to develop the Research & Technology Park;

RESOLUTION 48-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

MAHLER LAND PURCHASE

A resolution authorizing the purchase by the City of 2.6 acres from Alex W. and Lori K. Mahler, located on Happy Hollow Road, for the future expansion needs of the City. Agreed to price is $50,000 for the 2.6 acres. Resolution should include purchase price and closing costs, together estimated at $53,000 and to approve a budget adjustment in the amount of $50,000.

RESOLUTION 49-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

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

OLD BUSINESS

WARD BOUNDARIES

Mayor Hanna introduced an ordinance changing the ward boundaries for the City of Fayetteville. The ordinance was left on first reading at the April 7, 1998, meeting.

Alderman Williams 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.

Assistant City Attorney McCarty read the ordinance for the second time.

Mayor Hanna explained that Fayetteville is no longer in compliance with State law requiring wards to have populations within 10% of each other.

There were no comments from the audience.

By consensus, this was left on second reading.

RZ98-6/DINERSTEIN

Mayor Hanna introduced an ordinance rezoning 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. The ordinance was left on first reading at the April 7, 1998 meeting.

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

Assistant City Attorney McCarty read the ordinance for the second time.

Harold Heady, Dinerstein Company, addressed their willingness to cap the number of units built at 108 units, as was brought up by Alderman Schaper at the last meeting. Mr. Heady stated he does not have a problem doing this. He asked if there is any vehicle to change it in the future. He was told the bill of assurance would go with the title of the land.

Mr. Heady stated the relationship his company has with the City is different from the normal buyer-seller relationship. The City, as a seller, has a lot of different people he must communicate with regarding many issues. He does not understand the costs associated with what will be required to provide the City, whether storm drainage, city streets, etc. He asked that the May 15 date in the contract between the City and the Dinerstein company be extended and revised to read that the money for the sale of land will be escrowed at the time his company is issued the large scale development approval. He stated the only way he will understand all the costs associated with what the City is going to require is to go through that process. He wants to be able to do the appropriate feasibility. He does not want to be pushed into a corner early on in this process.

Mr. Heady stated he has discovered that they may be required to build a road across the property. He stated they find this highly undesirable. It does not allow the property to be used as intended in the initial agreement to purchase the land. He stated he would ask the City to make a tentative contract stating the City will not require the Dinerstein Company to put a public road through the middle of the property.

Joe Tarvin, McClelland Engineering, asked if the Dinerstein Company would be required to put a permanent street in.

Mayor Hanna stated it is being assumed the Planning Commission will require a road, but from what Mr. Tarvin has shown, the chances don't look good that will happen. The Dinerstein Company would get some sympathy from the Council for several reasons. One is the way they have cooperated with the City. This discussion may be premature at this point.

Alderman Schaper noted there is already a road there that accesses that property.

Alderman Williams stated he has no problem with altering the contract to allow this to be submitted to large scale development to see what the actual costs will be.

Alderman Pettus asked if that would alter any other provision of the contract.

Assistant City Attorney McCarty could not answer this as she had not reviewed the contract.

Mr. Heady stated it doesn't appear to alter anything.

Kevin Crosson, Public Works Director, stated it is not a problem, if the City's exit date is also floated for the same amount of time.

Mr. Heady asked when that would put the City moving from the property.

Mayes replied ten months.

Mr. Heady stated it would be no problem.

Alderman Williams stated that would be his motion. Alderman Zurcher seconded. Alderman Williams stated his motion is to change the contract. Upon roll call, the motion carried on a vote of 8 to 0.

Alderman Schaper asked Mr. Heady if he is volunteering a bill of assurance on the 180 units.

Mr. Heady replied yes.

There were no comments from the public.

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

Assistant City Attorney McCarty read the ordinance for the third time.

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

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

ORDINANCE 4090 AS RECORDED IN THE CITY CLERK'S OFFICE.

AFFIRMING PLANNING COMMISSION FINDINGS

Mayor Hanna introduced an ordinance requiring the Planning Commission to take a separate vote to affirm findings. The ordinance was left on the first reading at the April 7, 1998, meeting.

Alderman Young stated this will be before the Planning Commission at its upcoming meeting. He suggested reading it for the second time then leaving it on second reading.

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

Assistant City Attorney McCarty read the ordinance for the second time.

This item was left on second reading.

TOWN CENTER BOND ISSUANCE

Mayor Hanna introduced an ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the town center and parking garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance cost. The ordinance was left on first reading at the April 7, 1998, meeting.

Mayor Hanna stated we do not want this ordinance passed until we get all the issues regarding the town center worked out. He noted the bond counsel was present to answer questions.

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

Assistant City Attorney McCarty read the ordinance for the second time.

Ben Mayes, Administrative Services Director, recommended tabling the ordinance until the City Attorney brings the bond issue back.

Alderman Pettus asked questions regarding the bond purchase agreement. On the first page, the last sentence in the second paragraph states the bonds do not constitute and indebtedness of the City, within the meaning of any constitutional or statutory limitation or restriction. Paragraph K of the third page says the indenture in this agreement when adopted, executed, and delivered by the City will be the legal, valid, and binding obligation of the City. She stated that seems to be a conflict.

Ann Parker, the Mitchel, Williams Law Firm, stated she has been retained as bond counsel for this. She stated the bond purchase agreement is a document drafted by the City's underwriter's counsel, but she thought she could answer this question. The last sentence in the long paragraph on the first page is just the recitation put in bond purchase agreements as well as in trust indentures that attempts to say we are not violating the Constitution of the State of Arkansas or any statutes, because they are not pledging anything they or the City are not authorized to pledge. Paragraph K is a true statement that the indenture and the bond purchase agreement will be, and will have to be, a legal and binding obligation of the City; otherwise, there would be no legally issued bonds. It is not in contradiction to the first sentence because what is being pledged by the City is the Hotel & Restaurant Tax as authorized by Arkansas law, the lease payment on the Continuing Education Center, and any other revenues from that Center or the new facility, any money received from the State under the Tourist & Convention Center Assistance Act, and miscellaneous funds held by the trustee to prevent default.

Ms. Parker stated this is an unusual situation. The bonds have to be an obligation of the City because the A&P Commission has no authority to issue them. The City is pledging the A&P Commission's money. It is the only legal way to do it.

Alderman Schaper asked what would happen if there is not enough money in the A&P tax to pay off these bonds.

Ms. Parker replied the City is limited to the specified sources of funds. There would be no legal obligation to go into the General Fund of the City or anywhere else.

Alderman Williams asked if the penny from the HMR tax that goes to the parks would be in jeopardy.

Ms. Parker replied it is absolutely not pledged. What is called the '77 penny has been pledged.

Alderman Young asked if the Council is guaranteeing that all the papers are correct and that the A&P money that's legal will be guaranteed towards the payment of the bonds.

Ms. Parker stated the Council is authorizing the use of the sources she described. They are not guaranteeing repayment of the bonds at all. They have no obligation to use any other funds, which is stated clearly in several different ways in the documents. It would not be legal to use other funds; that is not what people voted on.

Alderman Pettus asked how the CEC bond money would be separated from the town center bond money, if there is a legal challenge to the town center bonds.

Ms. Parker stated the City collects all of the tax money and revenues. She assumed the City would continue to send to the trustee the amount of money being paid the other bonds without interruption.

Mayes stated the money comes to the City and is held by the City except for the debt service reserve fund held by the trustee. There would be separate accounts set up for the two bonds. The bonds are not tied to where they would be challenged together. We would continue to make payments. The money is kept by the City, just like other funds, and deposited in banks where we have collateral agreements or security agreements.

Alderman Pettus asked if it costs more for the A&P Commission to deposit $1 million in the construction fund or would it be cheaper for them to just pay the bills during the construction process.

Mayes stated there should be no additional cost.

Alderman Pettus asked if this project would be subject to challenge if we supplemented the construction with CIP funds, based on the wording of the ballot.

Ms. Parker did not believe the Council is authorized to do that, based on the little information just given. It would bear looking into.

Alderman Pettus asked about a public space dedicated to free public use. She understood this could not be done with this bond money. She asked about using CIP funds to pay for the separate public place and how that could be done.

Ms. Parker stated she is not completely familiar with this issue. She did not think there would be a problem using City funds to do that, but it would depend on the facts. If that is the main priority, then you don't really have a civic/convention center.

Mayes stated if the City proposed to add such a community room, they would have to be able to identify the cost of that within the bid documents. There is not a problem with the public using the space; you just can't say it is exclusively for not-for-profit use.

Alderman Schaper asked what would happen if proms and wedding receptions became the primary use because convention business didn't materialize.

Ms. Parker did not think there would be legal problems if this happened for reasons beyond the control of the City. It is not prohibited to rent the facility for local groups. There could be a problem if the building was used and not charged for. The exclusive part and the free part concern her.

Alderman Pettus asked who is liable if the bonds are challenged.

Ms. Parker stated it would depend on who is alleged to have done wrong and what is proved in court. The City can issue the bonds. She stated the City's bond counsel has sufficient liability coverage.

Mayes stated the City does not anticipate having insurance on the bonds.

Ms. Parker stated the bond holders would purchase bonds based on repayment by certain revenues. If those revenues aren't there, they don't have a promise that it would be paid another way if the revenues are insufficient. They may try to make someone pay, but no one is obligated to pay. The tax cannot be repealed before the bond is paid.

Alderman Young asked if the City owns the site the town center will be sited on.

Mayes replied it does.

Alderman Young asked if the City is combining the CEC bonds and the town center bonds, or will they still be separated.

Ms. Parker stated they are two separate series issued under one main trust indenture and have the same trustee.

Alderman Young asked if the A&P Commission has pledged the tax for the bonds.

Mayes stated they will do it before the Council does the final reading.

Alderman Young asked if the University has an option to buy the CEC building once the proposed bonds are paid off.

Mayes replied they do.

Alderman Young asked about turnback funds being used for 1998 bonds.

Ms. Parker replied that turnback funds generated by the CEC must be used to pay those bonds. Turnback funds generated by the new town center must be used to pay debt service on those bonds.

Alderman Young asked about setting up a provision to float additional bonds but not requiring a vote of the people.

Ms. Parker stated it is required and it has been done. As far as the trust indenture is concerned, these were the requirements that must be met before the trustee can consent to the new bonds being issued and secured. The trustee must be presented with this documentation, including a revenue projection. It doesn't really speak to the City's legal requirement to have an election to pledge a tax.

Alderman Young asked why words could not be inserted stating it would require a vote of the people for additional bonds.

Mayes replied it could be done.

Ms. Parker felt sure the statement discloses an election has been held. She would pass the suggestion on to the underwriters to have it clearly stated the election is required.

Alderman Schaper asked if the City can pay off the bonds at any time.

Mayes replied there is a schedule that says when they can be paid off early. You can defease the bonds at any time. They are callable under certain conditions.

Alderman Young asked what the requirements are to meet tax-exempt status.

Ms. Parker replied the most important is to make sure the profit is used for the chosen purposes, that you don't sell it to a private business. There are also restrictions on how much money you can earn and what you can invest in.

Alderman Young asked if the bonds are challenged, is there a limit on paying other lawyers.

Mayes replied in the trust indenture with the Bank of Oklahoma they cannot exceed a certain amount in legal expenses without our permission.

Alderman Young asked who Ms. Parker is working for.

Ms. Parker stated the City has retained the Mitchel Law Firm and she works for the City. The issuer is her client.

Alderman Trumbo asked what would happen if the City decides not to go through with the project.

Ms. Parker thought it was the City's decision, either the A&P Commission or the Council, since neither could go forward without the other. She did not know of any legal ramifications.

Alderman Pettus asked what the underwriter's discount is based on.

Mayes replied it is based on the $6,950,000.

Jeff Erf, Fayetteville citizen, asked if the City would have exclusive rights to the community room.

Alderman Williams thought it would be dependent on whatever the lease agreement is with the A&P Commission.

Sue Clemons, citizen, asked if there would be a problem with the issuance of the bonds if the City dedicated a room to local usage. She was informed this will be researched.

Alderman Miller moved to table the ordinance. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RAZE AND REMOVAL/2173 DEANE STREET

Mayor Hanna introduced approval for raze and removal of structure at 2173 W. Deane as per ordinance 3948.

No representative of the property owner was present.

Alderman Schaper stated the Council has additional documentation that notice was served.

Kevin Crosson, Public Works Director, stated there has not been any further activity.

Alderman Daniel moved the Council approve the raze and removal. Alderman Schaper seconded.

There were no comments from the audience.

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

RESOLUTION 50-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

RZ98-7.00 APPEAL/DYKEMA

Mayor Hanna introduce an appeal of rezoning request RZ98-7.00 submitted by Michele Harrington on behalf of Mark Marquess and Dan Dykema for property located a the southwest corner of 46 St. and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low

Density Residential.

Alderman Pettus stated she would abstain because of an attorney-client relationship.

Alderman Young stated a person involved is a client of his company and he would not participate in the discussion and would abstain on the vote.

Alderman Schaper had it confirmed that this was an appeal by right and did not need to be voted on.

Michele Harrington, attorney, stated this is an appeal from a 4-4 vote of the Planning Commission, a close call at that level. Staff had recommended this rezoning. The 2020 Plan designates this parcel as residential. She explained the situation of the property and its relation to other subdivisions. It is inside the city limits and utilities are present on the site. There is an R-1 parcel immediately to the north of this parcel; it will not be the first R-1 in the area. The remaining surrounding land is residential in use. There will be a 5-acre neighborhood park. The developer will improve half a mile of frontage. They expect to build about 15% fewer homes than would be permitted under R-1 density. The present usage developed without sewer, which is the reason for the larger lots. This is a flat parcel and is the kind of parcel not inclined to large lots. The traffic of this subdivision would go north on 46th. There will not be a large flow turning left in the morning hours. Wedington is being widened near there and may be widened further due to growth in the area.

Ms. Harrington stated the developer will consider entering into a bill of assurance regarding density, so that he doesn't go over a certain number of lots. He can also consider fencing around the property. There could also be no drives entering onto the street.

Ms. Harrington stated there is less than a one-year supply of available lots in this growth area of the city. This development would follow the normal growth the staff has considered in the sewage treatment time frame.

Ms. Harrington pointed out one of the important considerations for landowners is to be able to use their land in the highest and best use they can. That is what this family is trying to do.

Ms. Harrington stated the drainage around the area will be channelled. The neighbors to the immediate southwest will benefit from this, as it is channelled into Owl Creek.

Cyrus Kooshesh, citizen, expressed concerns about the traffic. He stated the immediate neighboring houses average over 25,000 sq. ft. He stated he would ask the builder to use larger lots and build larger homes. The drainage now is a problem.

Bill Jowers, 452 N. 46th Street, understood this project is for 206 homes. He would like to see fewer houses. Traffic will also be a problem. He has noticed a lot more water in the creek than in the past, because of the development already there.

Greg Spencer, realtor, addressed the number and size of houses. In researching the multiple listing for Northwest Arkansas he found one house on the market west of the bypass that would fit into this market. There were seven lots available. There is a need for this size house on the west side of Fayetteville.

Gary Adam, an area resident, expressed the difficulty of accessing the highway, because of the heavy traffic. He suggested constructing the four-lane highway past 46th Street. He believed there was enough affordable housing in the area. He asked that the developer consider higher priced housing.

Steve Estu, Engineering Design Associates, addressed the drainage issues. He stated the development's drainage would be taking their water directly to Owl Creek, which would bypass two property owners. The subdivision would be contributing to the traffic problem. 46th Street was shown as a collector street on the Master Street Plan. He believed the subdivision would improve the streets in the area.

Tom Sagger represented the owners. He stated the property had been in his wife's family for over 100 years. The property was owned by elder people. He stated the traffic problem was all over Fayetteville. The Wedington Sewer Improvement district went with the property. They had been paying for the Sewer Improvement District since the beginning. He asked the Council to consider the R-1 rezoning request.

A citizen who lives on Persimmon Street expressed concern about homes and bridges flooding along Owl Creek. He does not believe all the water can be contained from the subdivision. He believes the owners have a right to develop their property; however, the area needs nicer homes. There is plenty of affordable housing in the area. He added if people can afford nice homes on the east side of town, they can afford it on the west side of town.

Alderman Schaper questioned the amount of street frontage the property had.

Mr. Mark Marquess, developer, replied the property had approximately one quarter of a mile of frontage on 46th Street as well as a quarter of a mile along Persimmon Street.

Alderman Schaper expressed concern about the subdivision only having one access. He noted the city had required more ingresses and egresses on other subdivisions.

Mr. Marquess listed a number of subdivisions in the area with only one entrance. He did not believed the subdivision had an usual design. He noted three stubouts had been planned to the north for the future development of the adjacent property. He believed it was in line with the way the other development occurred in town.

Alderman Daniel stated she was concerned about connections because they have seen so many cul-de-sacs in the past. It has created problems. The City was now insists on more connections. . She noted stubouts do not mean a street will be connected in the future. Once people move into the neighborhood, it hard to make the connection.

Mr. Marquess stated he was not asking for anything out of the ordinary. They are trying to be reasonable. Accessibility and traffic problems are common all over town. He asked the councilmen if they have noted what has happened to Fayetteville within the last four years in regard to residential growth and new homes sold compared to cities to the north. Fayetteville has lost new housing starts; it has decreased over the last three years. Of Fayetteville, Springdale, and Rogers, we are the only town to lose housing starts.

In response to questions from Alderman Schaper, Mr. Marquess stated the stubout locations would be determined by the Planning Commission during the large scale development.

Mayor Hanna asked which school district the property is in.

Mr. Sagger replied the west 20 is in the Farmington School district.

Mayor Hanna noted some of the traffic would turn toward Farmington, which would help the traffic situation.

Alderman Schaper cautioned Mr. Marquess that the sewer plant could still be located in the area.

Mayor Hanna called a point of order. He stated the Council was hearing the appeal; however, it needed to come before the Council as an ordinance.

Alett Little, Planning Director, agreed. The item came to Council as an appeal from the petitioner, rather than a recommendation from the Planning Commission. It is an amendment to the zoning ordinance and would have to be amended by appeal. The appeal would be considered through the ordinance process. The item needs to be placed on its first reading then go through three readings.

Assistant City Attorney LaGayle McCarty read the ordinance for the first time.

Alderman Trumbo asked Charles Venable, assistant to the Public Works Director, for his opinion on the impact of the traffic generated by the development.

Venable replied the traffic generated would depend on the school district. Each home would generate eight to ten trips per day. Two hundred homes would generate approximately 2,000 trips per day.

Alderman Schaper asked what the traffic count is on the highway.

Venable stated that section of the highway carries approximately 7,000 trips a day. 7,000 on a two-lane is not too bad. The highway could carry approximately 14,000-16,000. The need for four-lane in the area can not be justified at the present time. The sections under construction now will help the situation.

Alderman Schaper stated the problem with the traffic would not be the capacity of the road, but would be the left turn lane.

Venable replied it might be possible to have a left turn lane installed.

Alderman Schaper asked if the left turn lane could be required as on off-site improvement.

Little replied the Planning Commission would have to make the determination and the Highway Department would have to agree.

The item was left on the first reading.

HUMAN DIGNITY POLICY

Mayor Hanna introduced a resolution declaring the Human Dignity Policy of the City of Fayetteville and establishing the Fayetteville Human Dignity Council.

Alderman Zurcher read the resolution. He stated he had been working on the resolution for over a year. He stated the city had seen an unprecedented amount of growth. With growth always comes problems. A lot of the problems come from different groups of people living together in the same community. The resolution deals with a lot of those problems, not in a reactive way, which has to do with the courts, but in a proactive way, which has to do with education and public forum and getting material out to the public on how to live with the different groups and how to live in peace. Alderman Zurcher stated if it were up to him, he would pass the resolution as presented; however, he had seen some opposition on the Council. Some had questions with some merit about two parts of the resolution.

Alderman Zurcher stated one point of opposition is has to do with the City's bidding procedures. To him, the City should use its power of persuasion to make sure everyone treats people right. The best way to do this is through the pocketbook.

Alderman Zurcher stated the other section of the resolution he has heard comments and fears about is the section regarding the Human Dignity Council. Some people were afraid this committee would have enforcement powers. He had not written any enforcement power into the resolution, trying to get away from a system of fining people who discriminate.. He does not want to go that way.

Alderman Zurcher stated that before the Council began to discuss the resolution, he wanted to propose an amendment to it. The amendment would be to strike Section 1 (B) and (C) as well as Section 2. He stated he would like to see these thing later. He stated he would like to make the amendment in the form of a motion.

Alderman Zurcher stated he would like to mention that the University of Arkansas of Fayetteville has a policy very similar to this resolution. Their policy includes all of these groups. He believes the County would also have a similar policy. He added the City is not currently discriminating against these human conditions. He believed they needed to have it on record in case future councils and administration are not as fair as this one.

Alderman Williams asked Alderman Zurcher to define "familial status."

Alderman Zurcher replied "familial status" was the marital status.

Alderman Miller added the term could also mean non-traditional families.

Mayor Hanna asked how the City of Fayetteville would know this.. If someone were to apply for a job, how would the City know their sexual orientation.

Alderman Schaper responded that the City is still a small town. A lot of people know other people and they talk about other people.

Mayor Hanna stated he does not feel the City of Fayetteville needs to aspire to the higher standards of the University of Arkansas and the public schools because they have already gone there.

Alderman Daniel presented policies from the University and the County. She added the Affirmative Action Equal Employment Opportunity of the University mentions that they do not condone the discriminatory treatment of students or faculty based on age, disability, ethnic origin, marital status, race, sex, or sexual orientation, and any of the activities, etc. Washington County stated it was their policy to provide employment opportunities to all qualified persons, to prohibit any discrimination against any employee or applicant for employment because of race, color, religion, sex., age, national origin, sexual orientation, political affiliation, veteran status, or disability.

Alderman Pettus noted neither of the policies mention the word ancestry. She questioned how that is different from race or national origin.

Alderman Zurcher replied it would be if they come from a certain family.

Alderman Williams asked if some departments have age requirements, such as firemen.

Mayor Hanna replied there are age requirements for firemen and policemen.

Ben Mayes, Administrative Services Director, stated the City follows all State laws on age requirements. He noted there are five Federal laws which cover all of these. The City has a non-discriminatory policy. He was not sure of the wording.

Assistant City Attorney McCarty read the City's policy, "City employment shall be on the basis of merit, including such factors as abilities, capabilities, aptitude, and experience, without regard to race, sex, color, national origin, religion, age, or political affiliation."

Alderman Miller noted the resolution would add "familial status" and "sexual orientation" and "ancestry" to the hiring policy. He commended Alderman Zurcher for bringing the resolution forward. The resolution does nothing but put into words what the City is already doing. He stated he did have some problems with the committee and the part forcing bidders to abide by the City's hiring practices. In the same way, he has a problem with the United States telling other countries they can not trade with Cuba because the United States does not approve of the way they are doing business. He had been with the civil rights organization during the '60s and did not support the Vietnam War. He sees this as an on going process to get rid of personal hates and fears and learning to live together. .

John Adams, citizen, stated Alderman Miller was waffling in his support. He stated Alderman Zurcher's amendment gutted the resolution. It removed all economic sting and all power of persuasion. He stated the City of San Francisco has a wider ranging ordinance that has been held up in Federal court. He suggested Alderman Zurcher withdraw his amendment to the resolution and add the exemption of companies engaged in interstate commerce. He felt it was shameful for the Council to look through other ordinances or for other justification for a decision that they should make. He felt they were looking for excuses and abandoning their responsibility to lead. He felt this would be a good start. He urged Alderman Zurcher to withdraw his amendment to the resolution.

Alderman Zurcher explained he had mis-spoke in referring to the change as an amendment. The resolution was being considered as changed; an amendment was not being considered.

Alderman Miller explained he was against the committee because morality is a personal issue. He believes eating animal flesh is a sin. He would not be a part of a committee that would impose morals on other people.

Mr. Gene Fulture, pastor of Calvary Baptist Church, asked Alderman Zurcher why this is needed, if the City is currently practicing it.

Alderman Zurcher replied this Council and administration are fair and just and do not discriminate, That may not be true in the future with a different Council and administration. He felt the city should be proud that they are a tolerant place to be. It is good for business and a good example to other cities.

Mr. Fulture asked if all the employment rights in the proposed resolution were already protected under current Federal law.

In response to questions from Mr. Fulture, Alderman Zurcher stated he would not pursue the resolution if the phase "sexual orientation" were removed.

Mr. Fulture stated the City has more important business to attend to than to delve into the sexual orientation of its citizens. He felt the City is to take care of streets and other similar items.

Alderman Zurcher replied it is the City's responsibility to ensure fairness to all its citizens.

In response to questions from Mr. Fulture, Alderman Schaper asked the speaker to address the item on the floor.

Mr. Fulture stated the issue of sexual orientation should never be brought up. He did not believe the City needed more bureaucracy. He asked how this would affect our children, if the City were to place a stamp of approval on this kind of sexual orientation.

Mr. Rhett Beard, Unitarian minister, stated he had worked closely with Alderman Zurcher in the creation of this resolution. He believed the resolution could be a good and positive, healthy and honorable thing for the City to do. He believed the passage of some form of this resolution would provide a positive statement of policy that affirms the worth and dignity of all people. He commended the City on not discriminating and invited the City to announce it proudly to the community and state that they advocate basic human justice and fairness.

Frank Periginee, English Professor, stated a resolution of this nature was needed. It would be nice for Fayetteville to let everyone know that the City wants to see open dialog and that no one would be harmed professionally or personally if they were to speak out on an issue. He asked the City to reconsider the ideal of a Human Dignity Council. He felt the committee could do a lot of good things. They could solve problems of discrimination and racism. The City needs to provide a forum for citizens to work out their differences, without resorting to lawsuits.

Gary Carnahand stated the City has always selected bids on qualifications and price. He was surprised the city was willing to state there was something more important than price and qualifications. He stated the intent was to have a gay protection ordinance in the City of Fayetteville. He asked for them to define "sexual orientation" to avoid lawsuits. He stated "sexual orientation" was a behavior. If the definition was sexual practice, then it had to mean practice that was not normal or mainstream.

Alderman Schaper called a point of order. He did not believe the Council needed to listen to discussion of an item that was not on the table.

Mr. Carnahand stated most cities did not have a policy like this. The only city he knew of was San Francisco.

Erin Jenkins, citizen, thought the resolution would promote love, acceptance, tolerance, brotherhood, sisterhood, community respect, and dignity to all in the community. Since Fayetteville does not discriminate, she did not see a problem with stating they did not discriminate. She did not see a problem with stating the truth.

David Garcia, citizen, stated this is an issue of discrimination and prejudice. This ordinance goes further than the question of gayness and is important to a lot of other people. He stated that when he moved here 10 years ago, the community was very warm and receptive. This is changing. He recited several examples of prejudice directed at him or people known to him and likened it to what the gay community is experiencing.

Ken Maddox, pastor, stated there is no place for prejudice or discrimination in this community but sexual orientation is not a special class. He asked city leaders to step back and consider the direction they are taking the city.

Charlie Brown, Ward 1 resident, stated this policy could be harmful in that it elevates the rights of certain minority groups to that of a special status based on their chosen actions and lifestyles. Rights pertaining to discrimination involve inalienable rights, which present no choice. We have a choice in our actions. He did not support a special interest committee. He read from a magazine regarding a gay rights hidden agenda.

Shohreh Noorbakhsh, Fayetteville resident, read from Romans, Chapter 1, of the Bible. She spoke about God's judgement on nations that practice what he abominates.

Sam Campbell, citizen, clarified that part of the resolution has been withdrawn. He stated Alderman Zurcher is really after the whole thing, part now and part at another time. This type of action diverts dollars from the police department, street maintenance, etc. Section 1, which encourages all institutions, organizations, and businesses, is vague but seems to exempt no one. He thought the human dignity council would be a reversal of the democratic process. He thought there would be problems with rental housing.

Vickie Kelly, citizen, stated you can't see a person's sexual preference or their choice of religion. She stated gays are invisible and are therefore discriminated against. It is their invisibility that allows others to say they are already protected. She noted religion is a choice and a protected right.

Lamar Pettus, past president of the Arkansas Bar Association and Washington County Bar Association, citizen, and Vietnam veteran stated he was the most discriminated person in the audience because he is left handed. He stated this is the type of resolution that would be added in lawsuits against the City. He responded to comments made earlier by Stephen Miller regarding protesting the Vietnam war.

A citizen asked if this has been reviewed by legal counsel. He stated this will be answerable to the people. Making this a legal matter will cause trouble.

Assistant City Attorney McCarty responded that this has been reviewed by the legal department. Asking the people what they want regarding this is a separate issue.

A citizen stated she would leave this meeting feeling less safe than she did before but was encouraged that the city government could transcend the petty differences that exist in the community.

Joe Hart, citizen, stated racial discrimination in hiring was changed when races were counted to enable affirmative action. The City will have to know if a person is homosexual if they adopt this resolution. The City will have to prove it has been tolerant and open. People would have to be asked and able to prove their sexual orientation. Sexuality does not belong in the work place.

Alderman Miller stated he has faced prejudice for not being Christian. He stated Christians should not pick and chose which parts of the Bible to quote.

Alderman Pettus thought the resolution was having the opposite effect of what was intended. She saw division, dislike, and distrust. These feelings were very personal, moral, and religious and should not be imposed on others of either side.

Alderman Zurcher stated he did not expect anyone to endorse a lifestyle or choice. He felt this is an excuse. His resolution is about banning discrimination.

Alderman Williams supported the resolution as changed. He thought the term sexual orientation needs to be defined. He suggested saying homosexual or heterosexual orientation. He agreed religious belief is an invisible and protected choice. He stated this resolution says what the City of Fayetteville is already doing is correct, that it does not discriminate in this way. He suggested having it say the City shall continue to insure that all qualified applicants are not discriminated against.

Alderman Trumbo stated he has problems with the way this resolution is written and its broad context. He felt it will open up a lot of potential litigation. This has not yet been done on a state or federal level.

Alderman Schaper stated people are valuable to the city if they can do the job, regardless of other considerations. He stated there is no established religion in this country. People have a right to conduct themselves in private as they wish, as long as they are not hurting someone else. That is part of human dignity and responsibility.

Alderman Daniel felt there has been a lot of misinterpretation of the resolution.

Alderman Young stated many people think this idea is fine, but are unaware of the technical aspects. The removal of certain aspects has brought it into compliance with what people would be in favor of.

Alderman Williams questioned the last whereas clause.

Alderman Zurcher suggested striking it.

Alderman Williams proposed having what was paragraph A read, "The City shall therefore continue to insure that all qualified applicants for all City positions shall have equal access to such employment opportunities regardless of race, sex, religion, color or national origin, age, ancestry, familial status, homosexual or heterosexual orientation, or disability."

Alderman Zurcher stated sexual orientation is universally accepted as meaning homosexual or bisexual.

Alderman Schaper agreed it is an accepted term.

Alderman Williams agreed to that.

Alderman Williams stated he made that motion [as proposed above]. **Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 2, with Aldermen Trumbo and Pettus voting no.**

Alderman Schaper moved the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 6 to 2, with

Aldermen Trumbo and Pettus voting no.

RESOLUTION 51-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

EMINENT DOMAIN/SWEETSER/24TH ST.

Mayor Hanna introduced a resolution approving an offer of $18,000 as full settlement of the eminent domain action against Jerry D. Sweetser on property for the 24th Street Improvements.

Alderman Trumbo stated he would abstain on this because of a client relationship.

George Faucette, realtor, handed out and reviewed a map. He stated Mr. Sweetser lost one lot and potentially the value of another lot worth $35,000 to $40,000.

Alderman Schaper stated a utility easement makes that piece of it unbuildable. He was informed this is a new utility easement. He noted the City's appraisel did not reflect this. He thought throwing out the City's appraisal could be dangerous.

Alderman Williams moved to accept the settlement offer. Alderman Miller seconded.

Ben Mayes, Administrative Services Director, stated staff would take this as a budget adjustment on the sales tax for the balance.

Alderman Williams added that to his motion. Upon roll call, the resolution carried on a vote of 6-0-1, with Alderman Zurcher absent for the vote and Alderman Trumbo abstaining.

RESOLUTION 52-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

STREET NAME CHANGE

Mayor Hanna introduced an ordinance changing the name of a section of Cato Springs Road between U.S. Highway 71 and the junction of Razorback Road, a distance of approximately .39 miles, to Razorback Road.

Assistant City Attorney McCarty read the ordinance for the first time.

Alderman Miller stated that since the City rebuilt the street there, it does not look like Cato Springs Road.

Alderman Schaper stated this would split Cato Springs Road into two pieces, which is confusing.

Alderman Williams suggested having Charles Venable, Assistant to the Public Works Director, solve this.

Ben Mayes, Administrative Services Director, stated one of the conditions in the sale agreement was that they would have a Razorback Road address.

This was left on first reading.

APPEAL OF A.B.C. DECISION/U.B.C. YOUTH BUILDING

Mayor Hanna introduced an appeal of A.B.C. decision to license the dispensing of alcoholic beverages within 100' of the U.B.C. Youth Building.

Mayor Hanna explained this requires no action from the council. It was intended for information only.

COMMUNITY NON-PROFIT MEETING ROOM

Mayor Hanna introduced a resolution supporting the use of Capital Improvement Project funds for additional expense to provide a Community Non-Profit Group Meeting Room above the lobby or in another appropriate place within the Fayetteville Town Center.

Alderman Williams moved to table this pending an opinion from the bond counsel about whether it can be done. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 11:50 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

MEMORANDUM

TO: CITY COUNCIL MEMBERS

FROM: ALETT S. LITTLE, PLANNING DIRECTOR

DATE: APRIL 28, 1998

SUBJ: AD 98-13.00 AND AD 98-14.00

Attached are two ordinances which Alderman Cyrus Young presented before the Planning Commission on Monday, April 27, 1998 for their review.

The Planning Commission reviewed the ordinances and voted not to recommend the ordinances by resolution numbered AD 98-13 and AD 98-14. Minutes of the discussion on both items are attached.

AL/deb

attachments

Old Business:

AD 98-14.00: ADMINISTRATIVE (YOUNG PARKING ORDINANCE PROPOSAL)

The Planning Commission shall have the authority to waive the number of off-site parking spaces required in C-3 and C-4 districts.

Alderman Cyrus Young came before the Planning Commission and noted the ordinance was before them and he would respond to any comments. Mr. Young did state the comments made by Richard Alexander were to do away with the required findings and base decisions on other things such as whether the project had economical benefit. He stated in the short term it would, but noted the same thing was stated around the square and now it was dead. He commented that John Lewis, of Bank of Fayetteville, wanted to maintain residential neighborhoods in the area, but zero consideration was given to neighborhood preservation in the last two developments approved. The criteria of waiver and findings is for protection of adjacent neighbors and to affirm the vote on the findings. Mr. Young stated he was not proposing to change the ordinance, but wanted it to clarify the requirement of a vote to affirm findings.

Public comments:

Richard Shewmaker, from Dickson Street, addressed the commission. He stated that due to lax regulations adopted earlier, it has made downtown bloom the way it has and stated Planning Commission deserved credit for that. He stated it was necessary to have a commercial/residential mix in order to make downtown work. He further noted there were no projects initiated that had taken residential areas. He stated HMT and Jose's commercial developments added residential spaces to include 30 apartment dwellings and therefore increased residential. Mr. Shewmaker stated David Glasser was here because Bernice Jones paid for his involvement for the University. He noted that Mr. Glasser and some students went to some of the areas destroyed by tornadoes in South Arkansas and he and students went there to bring back their communities to life. According to Mr. Shewmaker's information he stated it was always an understanding in 1994 and 1995 there was the availability for a blanket waiver, but the ordinance does not state this. He suggested to add a paragraph with wording that if it was determined it was in best interest of city or campus area for waiver that Planning Commission have the ability to do so.

There were no further public comments.

Discussion:

Highlighted portions of the ordinance were read by Chairman Odom. (Attached to minutes).

- ☐ Mr. Forney commented he had no objection to any of proposals, but requested clarification concerning 160.117 (D) as how to define spaces surplus to the site.
- ☐ Ms. Little stated the present ordinance contains a parking space chart and depending on the use of the site there are certain number of parking spaces required. Section D would relate to the site and square footage depending on how parking was calculated in the code.

Mr. Young stated the way ordinance presently read, certain number of parking spaces would have to be replaced, but through Ms. Little's interpretation, if somebody had excess parking spaces they would not have to be replaced.

- ☐ Mr. Forney requested the wording, instead of surplus," unless existing parking spaces exceed the requirements specified for the proposed use."

- Mr. Odom stated some of the commissioners were not present. The language "in order to waive the number of parking spaces required findings by Planning Commission shall be based upon facts, but all those facts supported by substantial evidence."

Mr. Young inquired how can that be done without taking a vote on findings.

- Mr. Odom stated that incorporated within motions are findings. He did not feel it was necessary to repeat the findings. He further noted he did not feel this was the best way to approach what Mr. Young was attempting to accomplish.
- Mr. Tucker indicated one area of improvement in section H. It says the same thing but it better delineates the findings. Mr. Tucker stated his concern reflected in the new language for D(1)(a) did not make the interpretation any easier, but more confusing and problematic. Therefore, he agrees with Chairman Odom's comments.
- Mr. Forney stated he understood the concerns of language based on facts and substantial evidence, but stated the Planning Commissioners should be acting that way, which he believed they were already doing. Mr. Forney further stated it would not concern him to add that language, but substantial evidence would be hard to define. Mr. Forney further stated, waivers have been made of the "in lieu" fee of $1,200 but ordinance did not reflect they have the authority to do so.
- Ms. Little stated there were two ways to grant a waiver in C-3 and C-4 which would be to charge the fee, and the other would be to make a determination that shared parking was available.
- Mr. Forney stated the language might include language specified at bottom of 1.3 and reflect waivers meet one of conditions below.

Mr. Forney stated he was concerned about the language "surplus to the site" and proposed "exceed the requirements for the proposed use", and an additional change at the bottom of paragraph 1.3 that says waivers shall meet "one of" the conditions below.

Mr. Forney moved to pass Resolution AD 98-14.00

Mr. Reynolds seconded to approve motion as stated.

The roll was called and said resolution failed on a vote 4-2-0. Mr. Forney and Mr. Reynolds voted for the resolution.

There were no motions or amendments proposed.

Exhibit "A" - AD98-14.00

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

RESOLUTION NO. AD 98-14

A RESOLUTION OF THE CITY OF FAYETTEVILLE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL NOT ADOPT AN AMENDMENT TO CHAPTER 160, ZONING, FAYETTEVILLE CODE OF ORDINANCES 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.

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the Fayetteville Planning Commission recommends the City Council not adopt an amendment to Chapter 160, Zoning Code to amend § 160.117 (D)(1) 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. A copy of the proposed ordinance is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 27th day of April, 1998.

ATTEST:

By:__________________________

Lorel Hoffman, Secretary

AD 98-13.00: ADMINISTRATIVE (PLANNING COMMISSION FINDINGS)

An ordinance requiring the Planning Commission to take a separate vote to affirm findings.

Alderman Young came before the commission with a proposal which would require a separate vote on findings.

Public:

There were no public comments.

Discussion:

Mr. Forney moved to approve Resolution AD 98-13.

Mr. Tucker seconded to approve motion as stated.

- Mr. Forney stated he supported this item due to presently incorporating in our motions but for clarity should not create an impediment.
- Mr. Odom stated he did not feel this was a bad proposal, but felt it was redundant.

The roll was called and Resolution AD 98-13 failed on a vote of 5-1-0. Mr. Forney voted for the resolution.

RESOLUTION NO. AD-98-13

A RESOLUTION OF THE CITY OF FAYETTEVILLE PLANNING COMMISSION RECOMMENDING CITY COUNCIL NOT AFFIRM AN ORDINANCE REQUIRING THE PLANNING COMMISSION TO TAKE A SEPARATE VOTE TO AFFIRM FINDINGS.

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the Fayetteville Planning Commission recommends that the City Council not affirm an ordinance requiring the Planning Commission to take a separate vote to affirm findings. A copy of the proposed ordinance is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 27th day of April, 1998.

ATTEST:

By:__________________________

Lorel Hoffman, Secretary

Exhibit "A" - AD98-13.00

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 findings.

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

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of May 19, 1998

FROM:

N. Dugwyler	Parks and Recreation	Public Works
Name	Division	Department

ACTION REQUIRED: A resolution accepting a 2.48 acre park land parcel and waiving the remainder of the greenspace requirement to accept money-in-lieu for the proposed Easton Park subdivision.

COST TO CITY:

$ 0	$ 0	
Cost of this Request	Category/Project Budget	Category/Project Name
	$ 0	
Account Number	Funds Used To Date	Program Name
	$ 0	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

[signature]
Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer	4-28-98		
Accounting Manager	Date	ADA Coordinator	Date
[signature]	4-29-98	Yolanda Fields	4-28-98
City Attorney	Date	Internal Auditor	Date
P Vice	4-29-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Connie Edmonston	4-27-98	Cross Reference
Division Head	Date	
Kevin D. Crosson	27APR98	New Item: Yes No
Department Director	Date	
		Prev Ord/Res #:
Administrative Services Director	Date	
		Orig Contract Date:
Mayor	Date	

16.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Kevin Crosson, Public Works Director VMC

THRU: Connie Edmonston, Parks and Recreation Supt. C.E.

FROM: Nancy Dugwyler, Asst Parks and Recreation Supt.

DATE: April 24, 1998

SUBJECT: Waiver of Green Space Requirement

On April 23, 1998 the Fayetteville Parks and Recreation Advisory Board voted to recommend to the City Council that the city accept a 2.48 acre park land parcel and waive the remainder of the green space land requirement to accept money in lieu, $26,250, for the proposed Easton Park subdivision. The total land requirement for this development is 4.225 acres. The 2.48 acre park land parcel will satisfy the requirement for 99 single family units. The remaining 70 units, at $375 per unit, equals $26,250.

The original land proposal of the developer included a pond that would function as a retention pond for the development. This was unacceptable to the Parks Advisory Board based on previous experiences with shallow ponds located in green space areas. The developer agreed to exclude the land with a pond and to dedicate money in lieu.

The Easton Park subdivision will consist of 169 single family units. Ordinance 3793 states that "a major development shall include" a "neighborhood or subdivision park" for which "the required dedication of land for green space" has been incorporated.

The Parks and Recreation Advisory Board "may recommend to the City Council that a cash contribution be accepted in lieu of land dedication" if a park is not "feasible or advisable".

We would like to request that this be placed on the May 19, 1998 City Council agenda.

matching funds for the construction of a playground at Bates School Park, of which the playground will be installed by the school system and will be ADA accessible from the school to the park.

The motion carried 5-0-0.

IV. REQUEST FOR BATTING CAGES AT WALKER PARK

Rex McGill reported at the April 6, 1998 Regular PRAB Meeting that both the fall and the spring baseball leagues had voted unanimously to build batting cages at Walker Park. This vote came after the PRAB had declined to participate in a cost share proposal. The league has requested PRAB approval to construct the batting cages. Ms. Edmonston said that a University of Arkansas graduate level class had taken this as a project regarding location and design.

MOTION: STAGGS/THIEL
Mr. Staggs moved to grant permission to the baseball leagues at Walker Park to construct batting cages with the provision they work with staff on aesthetics and location and with the understanding the leagues are expected to provide upkeep and maintenance of the batting cages to park standards.

The motion carried 5-0-0.

V. BMX PROPOSAL

PRAB members and staff visited a portion of Combs Park on Pump Station Road that is being considered for lease to the BMX group for the construction of a bicycle motocross track. However, several questions were raised regarding the group's development plans and lease restrictions on the land in question. These are questions staff are actively working to pursue answers.

VI. GREEN SPACE

Development:	Easton Park
Engineer:	Jorgenson
Owner:	TAJJMMK FARM, INC.
Location:	North of Hwy. 45, East of Crossover Park and

Vandergriff School
Park District: Northeast
Priority: This property was outside the city limits when the 1994 Master Plan was completed, so no priority has been established.
Total Acres: 76.5
Units: 169 Single Family Units
Land Dedication: 4.23 acres
Money In Lieu: $63,375
1990 Needs: .8 to 1.7 acres
2010 Needs: 1.5 to 3 acres
Existing Acres: 55.42 (Crossover Park-20, Lake Fayetteville East-25; Brookbury-5.42)
Outstanding Features: This development is over 100 units and over 40 acres. Park land is required unless a waiver is requested from the City Council.

This property was visited by the PRAB on February 11, 1998. A meeting was held on April 23, 1998 at the request of the developer. The developer requests that the PRAB recommend to City Council that the northwest park land be taken plus money in lieu for the remainder. The remaining money is $26,250 based on 169 single family units. [See Special Meeting minutes attached]

MOTION: THIEL/STAGGS
Ms. Thiel moved to rescind the prior motion of February 11, 1998 and make a new motion. The new motion was to accept 2.48 acre park land in the northwest section and accept money in lieu to satisfy the balance of the green space requirements.

Motion carried 5-0-0.

The total land requirement for this development is 4.225 acres. The 2.48 acre park land parcel will satisfy the requirement for 99 single family units. The remaining 70 units, at $375 per unit, equals $26,250.

February 11, 1998 motion rescinded:

~~**MOTION: BLEIDT/THIEL**~~
~~Mr. Bleidt moved to accept the split parcel plan with one site being 2.08 acres and the second site being the remaining acreage needed to satisfy the green space requirement of the~~

~~Easton Village development, non-inclusive of the pond itself, with configuration subject to the approval of the Parks and Recreation Advisory Board or staff, and any improvements to be done with Parks staff approval.~~

~~The motion carried 6-0-0.~~

Mr. Ackerman said the justification for the amended motion is the fact that Crossover Park is adjacent to this development which will satisfy the needs of that community as far as parks and green space is concerned. Ms. Edmonston said the other land did not meet the physical characteristics we wanted for a park.

Mr. Ackerman talked about latest developments which had been brought to his attention regarding Serenity Springs. There have been concerns about maintenance issues of ponds and concerns regarding the interpretation between green space, public space, and the PUD requirement that the developer has to meet. This issue will be discussed when presented to the Parks & Recreation Advisory Board.

Meeting adjourned at 6:30 p.m.

Minutes taken by John Nelson jn

16.06

JAMES N. McCORD
ATTORNEY AT LAW

Walker-Stone House
207 West Center Street
Fayetteville, Arkansas 72701

Office: (501) 442-8846
Fax: (501) 443-3765

To: Fayetteville City Council

From: James N. McCord JNM

Date: April 29, 1998

Re: Easton Park Subdivision - Fayetteville Parks Board Recommendation for City to Accept Money In Lieu of Land Dedication to Meet Part of Green Space Ordinance Requirements

The Fayetteville City Council has placed on the agenda for its May 5, 1998 meeting a recommendation by the Fayetteville Parks Board that the City accept $26,250 from the developer of Easton Park Subdivision in lieu of land dedication to meet part of the City's green space ordinance requirements. On February 11, 1998, the Parks Board approved a motion to accept two park sites within the subdivision. This motion was rescinded by the Parks Board on April 23, 1998 based upon the recommendation of City staff; and, a new motion was adopted to accept 2.48 acres of park land in the Northwest section of the subdivision and to accept $26,250 in lieu of additional land dedication to satisfy the balance of the green space requirements.

Under the City's green space ordinance, the Fayetteville City Council must approve the $26,250 payment in lieu of land dedication because the subdivision contains more than l00 lots. The 2.21 acres which City staff and the Parks Board do not want dedicated as a public park will be privately maintained as open space. This area contains a spring fed pond.

Enclosed are the preliminary plat for Easton Park Subdivision and the minutes of the April 23, 1998 Parks Board meeting. The minutes read in part: "Mr. Ackerman said that the justification for the amended motion is the fact that Crossover Park is adjacent to this development which will satisfy the needs for that community as far as parks and green space is concerned. Ms. Edmontson said the other land did not meet the physical characteristics we wanted for a park."

cc: Honorable Fred Hanna, Mayor
Bill Ackerman, Parks Board Chairman
Connie Edmontson, Parks Director
Alett Little, Planning Director
Kevin Crosson, Public Works Director
Charles Venable, Assistant Public Works Director
Jerry Rose, City Attorney
Heather Woodruff, City Clerk
Don Cozart

16.08

Post-it Fax Note | Date 4/28 | # of pages 3
To Jim McCord
Fax # 442-3765
From Parks & Rec.
Phone #

the construction of a playground at Bates ch the playground will be installed by the vill be ADA accessible from the school to

5-0-0.

IV. REQUEST FOR BATTING CAGES AT WALKER PARK

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MOTION: STAGGS/THIEL
Mr. Staggs moved to grant permission to the baseball leagues at Walker Park to construct batting cages with the provision they work with staff on aesthetics and location and with the understanding the leagues are expected to provide upkeep and maintenance of the batting cages to park standards.

The motion carried 5-0-0.

V. BMX PROPOSAL

PRAB members and staff visited a portion of Combs Park on Pump Station Road that is being considered for lease to the BMX group for the construction of a bicycle motocross track. However, several questions were raised regarding the group's development plans and lease restrictions on the land in question. These are questions staff are actively working to pursue answers.

VI. GREEN SPACE

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Engineer:	Jorgenson
Owner:	TAJJMMK FARM, INC.
Location:	North of Hwy. 45, East of Crossover Park and

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Park District:	Northeast
Priority:	This property was outside the city limits when the 1994 Master Plan was completed, so no priority has been established.
Total Acres:	76.5
Units:	169 Single Family Units
Land Dedication:	4.23 acres
Money In Lieu:	$63,375
1990 Needs:	.8 to 1.7 acres
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This property was visited by the PRAB on February 11, 1998. A meeting was held on April 23, 1998 at the request of the developer. The developer requests that the PRAB recommend to City Council that the northwest park land be taken plus money in lieu for the remainder. The remaining money is $26,250 based on 169 single family units. [See Special Meeting minutes attached]

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Motion carried 5-0-0.

The total land requirement for this development is 4.225 acres. The 2.48 acre park land parcel will satisfy the requirement for 99 single family units. The remaining 70 units, at $375 per unit, equals $26,250.

February 11, 1998 motion rescinded:

~~**MOTION: BLEIDT/THIEL**~~

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16.10

~~Easton Village development, non inclusive of the pond itself, with configuration subject to the approval of the Parks and Recreation Advisory Board or staff, and any improvements to be done with Parks staff approval.~~

~~The motion carried 6-0-0.~~

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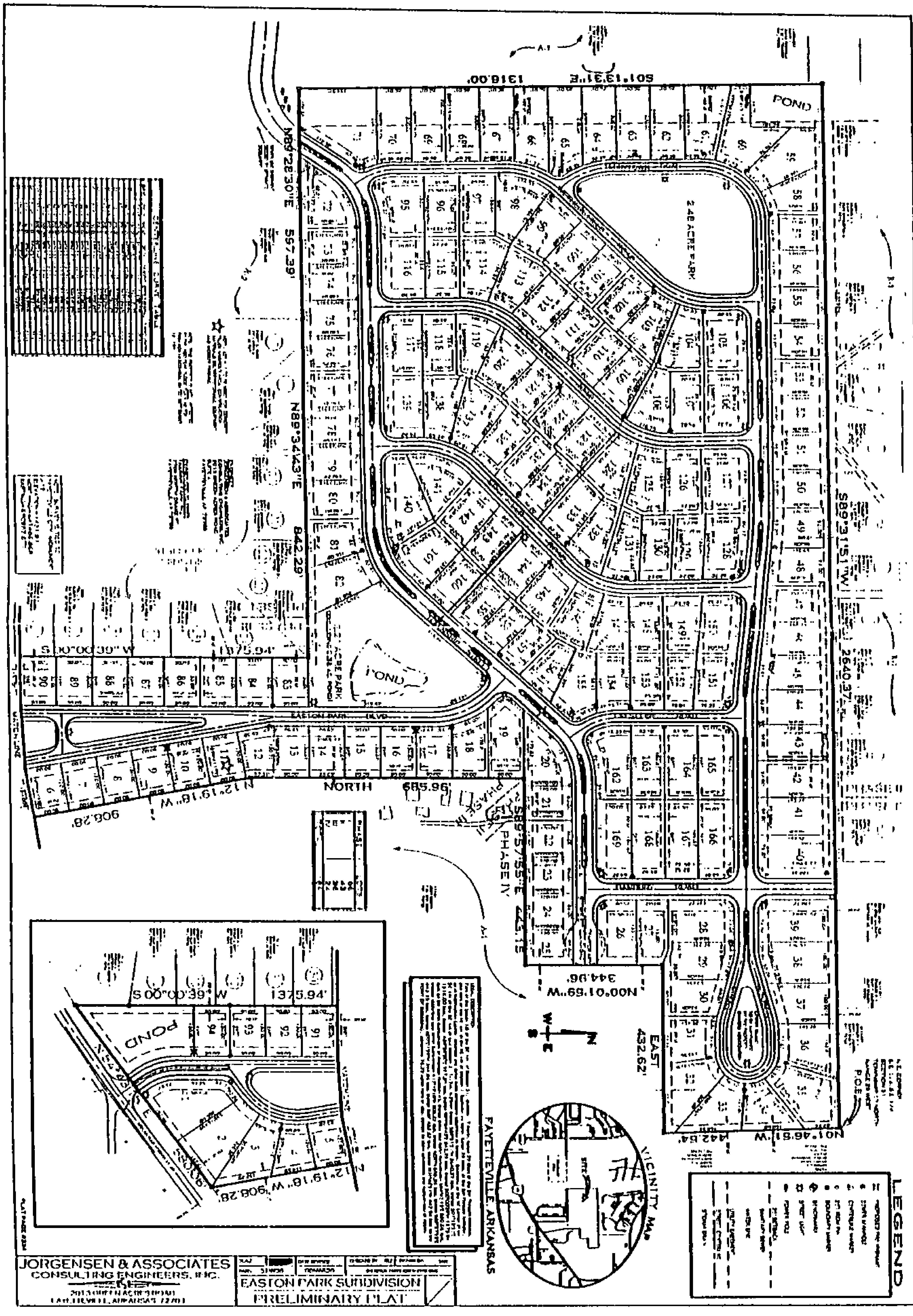
Meeting adjourned at 6:30 p.m.

Minutes taken by John Nelson jn


JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.
EASTON PARK SUBDIVISION
PRELIMINARY PLAT
FAYETTEVILLE, ARKANSAS
VICINITY MAP
LEGEND
POND
NORTH 685.96'
S 00°00'39" W 1375.94'
N 12°19'18" W 906.28'
EAST 432.62'
PHASE IV
PHASE III

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date April 23, 1998

Investment Offered $925,000.00 ($950,000.00 if T-Bill)

Maturity Date Requested October 22, 1998

Number of Days 182 Days

	NATIONSBANK	Awarded MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/23/98	04/23/98	04/23/98	04/23/98
MATURITY DATE	10/22/98	10/22/98	10/22/98	10/22/98
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	5.150	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		24,346.77		
CD EFFECTIVE YIELD		5.279		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ______________________

LOGGED ON COMPUTER ______________ BY ______________

LOGGED OFF COMPUTER ______________ BY ______________

BGN

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

18.02

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	April 23, 1998
Investment Offered	$925,000.00 ($950,000.00 if T-Bill)
Maturity Date Requested	October 22, 1998
Number of Days	182 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	04/23/98	04/23/98	04/23/98	04/23/98
MATURITY DATE	10/22/98	10/22/98	10/22/98	10/22/98
DISCOUNT OR COUPON RATE		4.970		5.025
YIELD		5.169		5.228
DAYS BID	182	182	182	182
T-BILL BIDS				
CALCULATED YIELD		5.169		5.228
FACE VALUE		950,000.00		950,000.00
BOOK VALUE		926,130.19		925,866.04
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS		23,869.81		24,133.96
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		No Bid	
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD		5.168		5.228
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

[signature]

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	April 16 1998
Investment Offered	$500,000.00 (CD or T-Bill)
Maturity Date Requested	August 13, 1998
Number of Days	119 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	08/13/98	08/13/98	08/13/98	08/13/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	119	119	119	119
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	No Bid	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

Ben Davis 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	April 16 1998
Investment Offered	$500,000.00 (CD or T-Bill)
Maturity Date Requested	August 13, 1998
Number of Days	119 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	Awarded MERRILL LYNCH
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	08/13/98	08/13/98	08/13/98	08/13/98
DISCOUNT OR COUPON RATE	4.950	4.900		4.970
YIELD	5.100	5.049		5.120
DAYS BID	119	119	119	119
T-BILL BIDS				
CALCULATED YIELD	5.097	5.050		5.120
FACE VALUE	500,000.00	500,000.00		500,000.00
BOOK VALUE	491,827.64	491,901.39		491,790.00
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	8,172.36	8,098.61		8,210.00
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	5.097	5.048		5.120
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ______________________

LOGGED ON COMPUTER ______________ BY ______________

LOGGED OFF COMPUTER ______________ BY ______________

Bua Davi 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	April 16, 1998
Investment Offered	$835,000.00 ($860,000.00 if T-Bill)
Maturity Date Requested	October 8, 1998
Number of Days	175 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	Awarded BANK OF ARK
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	10/08/98	10/08/98	10/08/98	10/08/98
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	No Bid	No Bid	5.300
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				21,743.77
CD EFFECTIVE YIELD				5.431
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ______________

LOGGED ON COMPUTER ______________ BY ______________

LOGGED OFF COMPUTER ______________ BY ______________

[signature] 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

18.06

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	April 16, 1998
Investment Offered	$835,000.00 ($860,000.00 if T-Bill)
Maturity Date Requested	October 8, 1998
Number of Days	175 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	10/08/98	10/08/98	10/08/98	10/08/98
DISCOUNT OR COUPON RATE	5.040	5.000		5.050
YIELD	5.240	5.196		5.240
DAYS BID	175	175	175	175
T-BILL BIDS				
CALCULATED YIELD	5.241	5.196		5.247
FACE VALUE	860,000.00	860,000.00		860,000.00
BOOK VALUE	838,921.39	839,097.22		838,895.60
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	21,078.61	20,902.78		21,104.40
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	5.241	5.195		5.247
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

[signature] 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #3

Purchase Date	April 16, 1998	
Investment Offered	$500,000.00	(CD or T-Note)
Maturity Date Requested	August 15 - 31, 1999	(August 19, 1999 if CD)
Number of Days	486 - 502 Days	(489 Days if CD)

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	08/19/99	08/19/99	08/19/99	08/19/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	490	490	490	490
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	No Bid	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

Buss Swain 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

18.08

CITY OF FAYETTEVILLE
BID QUOTATIONS #3

Purchase Date	April 16, 1998	
Investment Offered	$500,000.00	(CD or T-Note)
Maturity Date Requested	August 15 - 31, 1999	(August 19, 1999 if CD)
Number of Days	486 - 502 Days	(489 Days if CD)

	A G EDWARDS	DEAN WITTER	LLAMA CO	Awarded MERRILL LYNCH
SETTLEMENT DATE	04/16/98	04/16/98	04/16/98	04/16/98
MATURITY DATE	08/31/99	08/15/99	08/31/99	08/31/99
DISCOUNT OR COUPON RATE	5.875	6.000		5.875
YIELD	5.510	5.450		5.530
DAYS BID	502	486	502	502
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE	500,000.00	500,000.00		500,000.00
BOOK VALUE	502,343.75	503,437.50		502,187.50
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS	41,264.35	40,740.08		41,267.91
CALCULATED YIELD	5.500	5.441		5.524
DISCOUNT/(PREMIUM)	(2,343.75)	(3,437.50)		(2,187.50)
PURCHASE INTEREST	3,751.70	4,972.38		3,751.70
CD BID			No Bid	
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD	5.500	5.441		5.524

INVESTMENT NUMBER ______

LOGGED ON COMPUTER ______ BY ______

LOGGED OFF COMPUTER ______ BY ______

Buss Brown 4-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

RESOLUTION NO. ______

A RESOLUTION ESTABLISHING THE FAYETTEVILLE HUMAN DIGNITY COUNCIL.

WHEREAS, The City of Fayetteville wishes to promote a prevailing climate of fairness, justice and the inherent worth and dignity of all persons; and,

WHEREAS, The City of Fayetteville believes that the quality of life is promoted by equal protection under the law for all citizens; and,

WHEREAS, The City of Fayetteville wishes to promote equal protection under the law, regardless of race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or disability.

WHEREAS, there has been demonstrated a need for greater understanding between people and groups of people who shop, work, and live in Fayetteville.

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

Section 1. Human Dignity Council.

A. Creation. In order to effect such education and persuasion, there is hereby created and established a Human Dignity Council (hereinafter "the Council").

B. Membership. The Council shall consist of seven members. Two members will be Fayetteville Aldermen and the other five will be appointed by the City Council through the selection process as set forth in the Rules of Order of Procedure, Fayetteville Mayor-City Council, Revised and Adopted February 3, 1998, Section H. CITIZENS COMMITTEES, and as may from time to time be revised.

C. Term. Membership terms shall be for two year staggered terms.

D. Rules and Regulations. The Council shall establish rules and regulations governing its procedures.

E. Meetings. The Council shall meet a minimum of 6 times per year.

F. Freedom of Information Act. The Council's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, A.C.A. §25-19-101 et seq.

G. Purpose. The purpose of the Council is to:

1. foster, encourage and promote equal protection under the law for all people, regardless of race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or disability.

2. to provide a forum blessed by the community for ongoing dialogue for the common good,

3. make recommendations to other city boards and committees and to the City Council on these matters,

4. to promote a greater understanding among and between people and groups of people.

PASSED AND APPROVED this _ day of April, 1998.

APPROVED:

By: ______________________________
Fred Hanna, Mayor

ATTEST:

By: ______________________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

XXX AGENDA REQUEST
_______ CONTRACT REVIEW
_______ GRANT REVIEW

For the Fayetteville City Council meeting of May 5, 1998.

FROM:

David Jurgens	Water and Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council award Architectural Contract to Cromwell Architects Engineers, for architectural design and construction supervision of the new Water/Sewer Operations Center, in the amount of $231,005, plus approve a 10% contingency of $23,100.

COST TO CITY:

$254,105	$ 803,000	W/S Operations Cntr
Cost of this request	Category/Project Budget	Category/Project Name
5400-5600-5314.00	$ 0	Water Construction
Account Number	Funds used to date	Program Name
98076-10	$ 803,000	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item __ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director ______

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

Marilyn J Cramer 4-28-98
Accounting Manager Date

ADA Coordinator ______ Date ______

4-27-98
City Attorney Date

Yolanda Fields 4-28-98
Internal Auditor Date

4-27-98
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends award contract and approve contingency as stated above.

4/23/98
Division Head Date

Department Director Date

4/23/98
Administrative Services Director Date

Fred Hanna 4/28/98
Mayor Date

Cross Reference:

New Item: Yes ~~No~~

Prev Ord/Res #: ______

Orig Contract Date: ______

\BUILDING\BUILDARC.AGR

B. Electric. Electric will probably come in from the North from SWEPCO's exiting pole. There are lines bordering the property to the north and west, and the KD Tool plant has major service to the south.

C. Cable. Cable is located on Morningside. Probably no cost if Water/Sewer digs the trench and installs conduit.

D. Telephone. Existing telephone is on Morningside. Design should allow for an 80 pair cable servicing a minimum of 44 numbers. We currently have 15 numbers. Breakdown is below.

W/S Maintenance: 16 (plus 4 future) numbers. [SCADA, flow monitoring, dispatch (2 lines), superintendent, One-Call dedicated printer/fax machine, assistant superintendent, warehouse (2 lines), field service representative (2 lines), class room/break room, three dedicated modem lines, computer hook-up with City Hall, minor equipment shop]. Future needs for additional dispatch, additional SCADA, computer network, engineering assistant.

AIA Document B141 Standard Form of Agreement Between Owner and Architect - Articles 1 through 10 are hereby made a part of this contract. (Numbered as Pages 4-1 through 4-8)

Delete Article 4.5 in its entirety.
Delete Article 4.6 in its entirety.
Delete Article 4.6.1 in its entirety.
Delete Article 4.7 in its entirety.
Delete Article 6.1 in its entirety.
Delete Article 8 in its entirety.
Delete Article 10.2 in its entirety.
Delete Article 10.3 in its entirety.

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

4-8-R

SECTION XI – TIME OF BEGINNING AND COMPLETION

The "CONSULTANT" shall begin work under this agreement within ten (10) days of written notice to proceed and shall complete the plans for the construction contract within 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.

SECTION XII- FEES AND PAYMENTS

For, and in consideration of the services to be rendered by the "CONSULTANT", the "OWNER" shall pay, and the "CONSULTANT" shall receive, reimbursement of all salary costs, overhead, and fees at rates paid by the "CONSULTANT" during the contract period including, a not to exceed upper limit contract amount of **$231,005.00** consisting of amounts: Title I services $177,579 including a fixed fee of $23,162.55, and Title II services of $30,336 which includes a 2.64 multiplier for actual approved salaries; also estimated Topographic/Legal Survey of $10,500.00, Soils Investigation of $5,000.00, and reproduction costs of $7,590.00.

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 "CONSULTANT" establish, and the "OWNER" agree that there has been, or is to be, a significant change in (1) scope, complexity, or character of the services to be performed; (2) conditions under which the work is required to be performed; (3) duration of work, if changed from the time period specified in the agreement for completion of work warrants such adjustment.

The following schedule covers the classification of personnel and the salary range for all personnel anticipated to be assigned to this project by the "CONSULTANT" for Title I services.

CLASSIFICATION **SCHEDULE OF SALARY RANGE**

See attached APPENDIX "A"

Cromwell Architects Engineers fee proposal
Water Operations Center
April 20, 1998

Is hereby made a part of this contract.

Overtime, when authorized by the "OWNER", shall be at a rate of time and one-half for all sub-professional employees.

All miscellaneous expendable supplies normally required by the "CONSULTANT" in their performance of these services will be purchased by the "CONSULTANT", who will be reimbursed by the "OWNER". These statements shall be substantiated by a progress report prepared by the "CONSULTANT" and submitted with each statement.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of May 5, 1998

FROM: Dale Frederick (Name) | Airport (Division) | General Gvmt. (Department)

ACTION REQUIRED: Request approval of the low bid from Buildings, Inc in the amount of $666,600.00 for the Airport's new Aircraft Rescue and Fire (ARFF) station. This project is currently under final review by the FAA. When the Airport is notified of the FAA's approval and grant award, the Airport will then request the Mayor's signature on the contract with Buildings, Inc. The bid has been reviewed by Garver+Garver Engineers and they recommend awarding the bid to Buildings, Inc. This project will be 90% funded by the FAA grant, a state grant of 5% will be applied for and the remaining 5% will be reimbursed to the Airport through the Passenger Facility Charge.

COST TO CITY:

$ 666,600.00 Cost of this Request	$ 1,380,000.00 Category/Project Budget	ARFF Building Category/Project Name
5550-3960-7820.25 Account Number	$ 720.00 Funds used to date	n/a Program Name
98059-1 Project Number	$ 1,379,280.00 Remaining Balance	Airport Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator ____ Administrative Services Director ____

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

Accounting Manager — Date 4-24-98
ADA Coordinator — Date 4-24-98
City Attorney — Date 4-27-98
Internal Auditor — Date
Purchasing Officer — Date 4-24-98

Contract + Copy Sec GP9D

STAFF RECOMMENDATION: Staff recommends approval.

Division Head — Date 4-23-98

Department Director — Date

Administrative Services Director — Date 4-27-98

Mayor — Date 4/27/98

Cross Reference

New Item: Yes No

Prev Ord/Res#: ____

Orig.Cont.Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **April 23, 1998**

SUBJECT: Request approval of the low bid from Buildings, Inc. in the amount of $666,600.00 for construction of the airport's new fire station.

The Airport requests approval of the low bid from Buildings, Inc. in the amount of $666,600.00 for construction of the airport's new fire station. This project is currently under final review by the FAA. The FAA will fund 90% of this project, a grant of 5% from the State will be applied for with the remaining 5% reimbursed to the airport through the Passenger Facility Charge.

This low bid will expire on May 12, 1998; therefore, the airport requests Council approval so the contract with Buildings, Inc. can be signed by the Mayor and executed when the airport receives FAA approval.

Staff recommends approval.

Attachments: Staff Review

Garver & Garver, P.A.
Engineers
240 North Block
P.O. Box 590
Fayetteville, Arkansas 72702
501-443-7237
FAX 501-443-0533

Garver+Garver

A GarverPlus *Company*

March 16, 1998

Mr. Dale Frederick, Manager
Fayetteville Municipal Airport
4500 School Avenue, Suite F
Fayetteville, AR 72701

Re: Fayetteville Municipal Airport
Airfield Rescue and Firefighting Building
AIP #3-05-0020-26
Recommendation of Contract Award

Dear Dale:

Bids were received for the "Airfield Rescue and Firefighting (ARFF) Building" at the Fayetteville City Hall Conference Room at 10:00 am on March 13th, 1998. The bids have been checked for accuracy. A tabulation of the bids received is enclosed with this letter.

A total of 4 bidders submitted on the project. Buildings, Inc., of Springdale, submitted the low bid for the project at $666,600.00. This amount reflects funding from several different sources, including a FAA AIP grant and an Arkansas State Department of Aeronautics grant.

We believe that the bid for the "Airfield Rescue and Firefighting (ARFF) Building" represents a good value for the Airport. We recommend the Airport Commission award the construction contract for "Airfield Rescue and Firefighting (ARFF) Building" to Buildings, Inc.

Cordially yours,
GARVER+GARVER, P.A.

Bob Bryant, P.E.
Project Engineer

Enclosures
(976100)

GarverPlus Engineers • 1010 Battery Street, P.O. Box 50, Little Rock, Arkansas 72203-0050 • 800-264-3633 • FAX 501-372-8042 • e-mail garver@aristotle.net
Garver+Garver, *Little Rock, Arkansas, Fayetteville, Arkansas* • Elliott+Garver, *Jackson, Mississippi, Oxford, Mississippi*
HUB+Garver, *Tulsa, Oklahoma* • Lee+Garver, *Louisville, Kentucky* • WTW+Garver, *Huntsville, Alabama, Brentwood, Tennessee* • Urba+Garver, *Mexico City*

City of Fayetteville
Airfield Rescue and Firefighting (ARFF) Building
March 13, 1998

Name of Bidder	ARFF Building	3rd Party Insurance	Compacted Soils	Trench Safety	Total Amount Bid*
Buildings, Inc.	$655,400.00	$400.00	$10,000.00	$800.00	$666,600.00
Crossland Construction	$791,000.00	$1,000.00	$11,000.00	$2,000.00	$805,000.00
Heckathorn Construction					$0.00
ConArk Construction					$0.00
Norwest Builders					$0.00
Harrison Davis Construction	$785,165.00	$335.00	$10,500.00	$1,500.00	$797,500.00
Marinoni Construction	$663,800.00	$250.00	$12,000.00	$250.00	$676,300.00

Total Amount Bid figures have been corrected for error and may not reflect the actual price submitted by bidder.

CONTRACT

THIS AGREEMENT Made this _____ day of __________, 19__, by and between the City of Fayetteville, Arkansas, acting through its duly authorized representatives, party of the first part, hereinafter called the "OWNER", and:

Buildings, Inc.

party of the second part, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payment hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete "**Airfield Rescue and Firefighting (ARFF) Building**", AIP 3-05-0020-26, City of Fayetteville, Fayetteville Municipal Airport.

The CONTRACTOR agrees to perform the work in accordance with the Plans, Specifications and all provisions attached hereto and made a part hereof as though copied in full herein, for and at the prices bid in the Proposal.

The OWNER agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the price bid in the Proposal which is hereto attached, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

For the consideration above expressed, the CONTRACTOR agrees to begin work within ten (10) calendar days, after direction from the OWNER, and complete the work within one hundred and eighty (180) calendar days. If the CONTRACTOR shall fail to complete the work in the time specified, he shall pay to the OWNER, as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the amount referenced in the Proposal and specified in SPECIAL CONDITIONS for each day delayed; which shall be deducted from the final payment to be paid under this Contract; provided that extensions of time with waiver of liquidated damages may be granted as provided for in the Specifications.

The CONTRACTOR also agrees to pay the Owner, in addition to the liquidated damages defined in the paragraph above, the penalties specified in the plans and contract documents for each day the CONTRACTOR'S performance of this contract exceeds the performance time specified in the plans the and SPECIAL CONDITIONS of contract documents.

The CONTRACTOR agrees to furnish a Performance Bond and a Payment Bond with an approved Surety thereon guaranteeing the performance of this Contract as required by the law of the State of Arkansas, in the principal amount not less than one hundred (100) percent of the amount of this Contract. Said bonds shall be conditioned upon full and complete performance of the Contract and for the payment of all labor, tools, equipment and materials furnished by the CONTRACTOR entering into or incidental to the work and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion.

The Surety on said bonds shall be a Surety Company of financial resources satisfactory to the OWNER and authorized to do business in the State of Arkansas.

During the performance of this Contract, the CONTRACTOR for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

(b) Cancellation, termination, or suspension of the Contract in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in eight (8) counterparts, each of which shall be deemed an original on the day and year first above written.

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

ATTEST:

____

By______________________________
(Party of the First Part - OWNER)

Title ____________________________

*** ______________________________

ATTEST:

Vance Master - Buildings Inc.
4-24-98

By L.E. Kichline
(Party of the Second Part - CONTRACTOR)

Title PROJECT MANAGER

SEAL (If a Corporation)

PROPOSAL

Place City of Fayetteville

Date March 13, 1998

Proposal of Buildings, Inc., a Corporation

organized and existing under the laws of the State of Arkansas.

OR

Proposal of N/A,

a partnership consisting of

and .

OR

Proposal of N/A,

an individual trading as .

TO: CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including all Addenda and being familiar with all the conditions relating to the proposed project, hereby proposes to furnish all tools, appliances, equipment and specified materials, and perform all necessary labor for "Airfield Rescue and Firefighting (ARFF) Building", AIP 3-05-0020-26, in strict accordance with the Plans, Specifications, and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed bids for "Airfield Rescue and Firefighting (ARFF) Building" will be received by the City of Fayetteville at Room 326 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas, until 10:00 a.m., Friday, March 13th, 1998 at which time the bids shall be publicly opened and read aloud.

All extensions of the unit prices in the Unit Price Schedule will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum price as follows:

1. Airfield Rescue and Firefighting Building	Lump Sum		$ 655,400.00
2. Third Party Insurance	Lump Sum		$ 400.00
3. Undercut and replacement of unstable soils with compacted select fill. 1,000 yd³ @		$ 10.00 cy	$ 10,000.00

4. In compliance with Act 291 of 1993, the following separate pay item must be included in the Base Bid:
TRENCHING OR EXCAVATION SAFETY SYSTEMS:
Lump Sum $ 800.00

TOTAL AMOUNT BID: $ 666,600.00

Accompanying this Proposal is a ______ Certified Check, X Bid Bond, ______ Other ____ ________ in an amount not less than five (5) percent of the total amount of bid which, it is agreed, shall be retained as liquidated damages by the City of Fayetteville if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the notice to proceed is issued and complete the work within one hundred and eighty (180) calendar days. Should the bidder fail to fully complete the work within the above stated time, he shall pay the City of Fayetteville, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of the SPECIAL CONDITIONS, for each calendar day of delay until the work is completed or accepted, and that additional time is only to be allowed for delays as stipulated in the Contract Documents.

The CONTRACTOR also agrees to pay the Owner, in addition to the liquidated damages defined in the paragraph above, the penalties specified in the plans and contract documents for each day the CONTRACTOR=S performance of this contract exceeds the performance time specified in the plans and in subparagraph RESTRICTIONS ON TIME FOR WORK OF THE SPECIAL CONDITIONS.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the City of Fayetteville to reject any and all bids.

Previous Contracts. Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

The bidder (proposer) shall complete the following statements by checking the appropriate boxes:

1. The bidder (proposer) has __X__ has not ______ participated in a previous Contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

2. The bidder (proposer) has __X__ has not ______ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to Joint Reporting Committee, 1800 "G" Street, Washington, D. C. 20506.

Buildings, Inc.
Name of Bidder

By: Ken Bailey
(Signature)

Ken Bailey - President
(Print Name and Title)

Witness: Vann Masters
(Signature)

P.O. Box 6190 Springdale, AR 72766
(Office Address of Bidder)

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. This revised section shall be used to record your bid and then stapled to the original Proposal section prior to submission.

240 North Block
P O Box 590
Fayetteville, AR 72702
(501) 443-7237 (501) 443-0533 Fax

Garver+Garver, P.A.

Fax

To:	Darren Masters	**From:**	Bob Bryant
With:	Buildings, Inc.	**Pages:**	7 (incl. cover sheet)
Fax:	756-1028	**Date:**	March 11, 1998
Re:	Addendum No. 1, ARFF Building	**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☑ **Please Reply** ☐ **Please Recycle**

● **Comments:** Attached please find Addendum No. 1 for the Airfield Rescue and Firefighting Building specifications, City of Fayetteville, Project No. AIP 3-05-0020-26.

Please sign the receipt block below and fax **this sheet to 501-443-0533** as soon as possible.

I acknowledge receipt of Addendum No. 1 for the Airfield Rescue and Firefighting (ARFF) Building specifications, City of Fayetteville, Arkansas, Project Number AIP 3-05-0020-26.

Darren Masters - Buildings Inc. 3-11-98
Signature Date

DARREN MASTERS
Print Name

NOTE: Attach all addenda to the Bid documents prior to submitting your bid.

Buildings, Inc.
P.O. Box 6190
Springdale, Arkansas 72766-6190

9.01

To: Charles Venable
From: Jim Johnson
Subject: Directional Designations For Cato Springs Rd
Date: April 27, 1998

MEMORANDUM

The road mentioned in the above already has the directional (West) listed on the portion which runs between South School Avenue and the new Razorback Road extension.

The North/South portion is already designated as (South) Cato Springs Road.

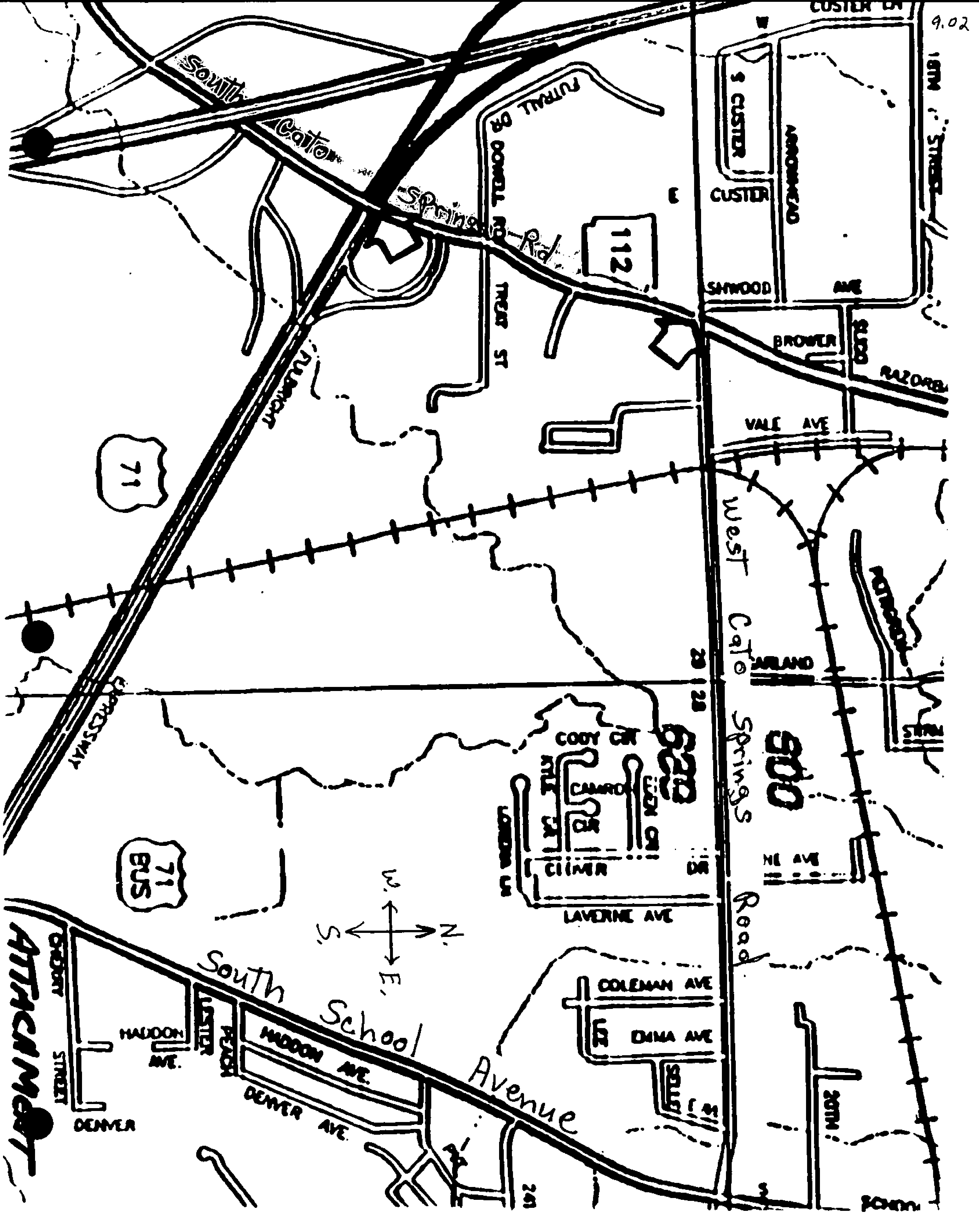
These are already listed accordingly with Southwestern Bell 9-1-1 Bureau, the Post Office, and all utilities.

The few changes that will need to be made can be made from my office in less than half a day. This is a routine and very uncomplicated procedure.

If I can be of further assistance please let me know.

Thanks

Jim Johnson


9.02
ATTACHMENT
South Cato Springs Rd
West Cato Springs Road
South School Avenue
W.
N.
S.
E.
112
71
71 BUS
620
600
CUSTER LN
S CUSTER
E CUSTER
ARROWHEAD
18TH STREET
FUTRALL DR
O'DONNELL RD
TREKE ST
FULBRIGHT
EXPRESSWAY
BROWER
RAZORBA
VALE AVE
CODY CIR
CAMRON
CLIMER DR
LAVERNE AVE
COLEMAN AVE
EMMA AVE
HADDON AVE.
DENVER AVE.
DENVER
STREET
LESTER
PEACH
20TH
SCHOO

RESOLUTION NO. ______

A RESOLUTION ESTABLISHING THE FAYETTEVILLE HUMAN DIGNITY COUNCIL.

WHEREAS, The City of Fayetteville wishes to promote a prevailing climate of fairness, justice and the inherent worth and dignity of all persons; and,

WHEREAS, The City of Fayetteville believes that the quality of life is promoted by equal protection under the law for all citizens; and,

WHEREAS, The City of Fayetteville wishes to promote equal protection under the law, regardless of race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or disability.

WHEREAS, there has been demonstrated a need for greater understanding between people and groups of people who shop, work, and live in Fayetteville.

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

<u>Section 1</u>. Human Dignity Council.

A. Creation. In order to effect such education and persuasion, there is hereby created and established a Human Dignity Council (hereinafter "the Council").

B. Membership. The Council shall consist of seven members. Two members will be Fayetteville Aldermen and the other five will be appointed by the City Council through the selection process as set forth in the Rules of Order of Procedure, Fayetteville Mayor-City Council, Revised and Adopted February 3, 1998, Section H. CITIZENS COMMITTEES, and as may from time to time be revised.

C. Term. Membership terms shall be for two year staggered terms.

D. Rules and Regulations. The Council shall establish rules and regulations governing its procedures.

E. Meetings. The Council shall meet a minimum of 6 times per year.

F. Freedom of Information Act. The Council's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, A.C.A.§25-19-101 et seq.

G. Purpose. The purpose of the Council is to:

1. foster, encourage and promote equal protection under the law for all people, regardless of race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or disability.

2. to provide a forum blessed by the community for ongoing dialogue for the common good,

3. make recommendations to other city boards and committees and to the City Council on these matters,

4. to promote a greater understanding among and between people and groups of people.

PASSED AND APPROVED this _ day of __April__, 1998.

APPROVED:

By:______________________________
Fred Hanna, Mayor

ATTEST:

By:______________________
Heather Woodruff, City Clerk

TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
MAY 5, 1998

A meeting of the Fayetteville City Council will be held on May 5, 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:

CONSENT AGENDA

1. **APPROVAL OF MINUTES**

2. **WATER/SEWER OPERATIONS CENTER:** An architectural contract with Cromwell Architects Engineers, for architectural design and construction supervision of the new Water/Sewer Operations Center, in the amount of $231,005, plus approval of a 10% contingency of $23,100.

3. **BCBS/U.S. ABLE LIFE:** Exercise option to renew BCBS/U.S. Able Life, AD&D and LTD Group Policies for policy year 5-1-98 through 4-30-99. There is no increase in premium. Annualized total city contributions for this policy year will be approximately $167,467.00.

4. **SOUTHEAST TARGET AREA:** Contract award to Sweetser Construction, Inc. for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area.

5. **TCA CABLE BUILDING:** A resolution authorizing the Mayor and the City Attorney to approve the purchase of property located at 125 W. Mountain Street (formerly TCA Cable Building) for an amount not to exceed $277,000 plus applicable closing costs, and approval of a budget adjustment for the purchase. The property is 17,312 square feet in area and the building contains 9,763 square feet.

OLD BUSINESS

6. **WARD BOUNDARIES:** An ordinance changing the ward boundaries for the city of Fayetteville. The ordinance was left on the second reading at the April 21, 1998 meeting.

7. **AFFIRMING PLANNING COMMISSION FINDINGS:** An ordinance requiring the Planning Commission to take a separate vote to affirm finding. The ordinance was left on the second reading at the April 21, 1998 meeting.

8. **REZONING APPEAL FOR RZ 98-7.00:** Appeal of Rezoning request RZ 98-7.00 submitted by Michele Harrington, on behalf of Mark Marquess and Dan Dykema, for property located at the southwest corner of 46th street and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low Density Residential. The ordiance was left on the first reading.

9. STREET NAME CHANGE: An ordinance changing the name of a section of Cato Springs Road between U. S. Highway 71 and the junction of Razorback Road, a distance of approximately 0.39 miles to Razorback Road.

NEW BUSINESS

10. RZA 98-8:00: An ordinance approving an annexation request submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property is located within the county and contains approximately 0.93 acres.

11. RZ 98-9:00: An ordinance approving a rezoning request submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low-Density Residential.

12. BID WAIVER: Approval of an ordinance providing for a bid waiver for the purchase of replacement parking meters from Duncan Industries for 1998.

13. BID WAIVER: Approval of an ordinance providing for a Bid waiver to purchase H. D. Cab and Chassis and Compartmentalized Body for use in the Curbside Sort Recycle Program.

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

XXX AGENDA REQUEST
______ CONTRACT REVIEW
______ GRANT REVIEW

For the Fayetteville City Council meeting of May 5, 1998.

FROM:

Name	Division	Department
David Jurgens	Water and Sewer	Public Works

ACTION REQUIRED: City Council award Architectural Contract to Cromwell Architects Engineers, for architectural design and construction supervision of the new Water/Sewer Operations Center, in the amount of $231,005, plus approve a 10% contingency of $23,100.

COST TO CITY:

$254,105 Cost of this request	$ 803,000 Category/Project Budget	W/S Operations Cntr Category/Project Name
5400-5600-5314.00 Account Number	$ 0 Funds used to date	Water Construction Program Name
98076-10 Project Number	$ 803,000 Remaining Balance	Water and Sewer Fund

BUDGET REVIEW: XXX Budgeted Item __ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director ______

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

Accounting Manager ______ Date ______ ADA Coordinator ______ Date ______

City Attorney ______ Date ______ Internal Auditor ______ Date ______

Purchasing Officer ______ Date ______

STAFF RECOMMENDATION: Staff recommends award contract and approve contingency as stated above.

Division Head ______ Date 4/23/98

Cross Reference:

Department Director ______ Date ______

New Item: Yes ~~No~~

Administrative Services Director ______ Date 4/23/98

Prev Ord/Res #: ______

Mayor ______ Date ______

Orig Contract Date: ______

\BUILDING\BUILDARC.AGR

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER MAINTENANCE DIVISION

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and the Fayetteville City Council

Thru: Kevin Crosson, Public Works Director KC

From: David Jurgens, Water/Sewer D. Jurgens

Date: April 22, 1998

RE: Operations Center Architectural Contract

1. General. The City of Fayetteville Water/Sewer Operations Center is being relocated due to the sale of the 20.55-acre property on which it is currently located at 1475 Cato Springs Road. The new location is the 20.71-acre site on Highway 156 (City Lake Road) immediately north of the KD Tools manufacturing plant. The City currently owns the planned location, which is zoned industrial. (Site and detail maps attached.) The new facility will house the Water/Sewer Maintenance Division with its warehouse, the Meter Operations Section, and the Meter Maintenance/Backflow Prevention Section, all of which are currently located on the site on Cato Springs Road.

2. Background. The current Water/Sewer Operations Center was constructed in 1963, and was designed for less than half of the 63 personnel63 personal vehicles, and 74 City vehicles which are currently located at the facility. Thus, there is already a $1.55 million dollar expansion project in the Capital Improvements Plan (page 160, copy attached). This project was planned for 2001. This sale presents the opportunity to combine the two projects of relocating the current facility and expanding it to meet current and future needs.

3. Scope of Changes from Existing Facility.

   A. Modernizing. The Operations Center is much more than a structure, and needs to be modernized to meet current laws and codes, and to be suitable for modern materials. It must meet planning requirements, be ADA accessible, and meet other, similar requirements. One example of this is plastic (polyvinyl chloride [PVC] and polyethelyne [PE]) pipe. While all large materials, including pipe, was made of iron when the current facility was built, plastic is now the material of choice. Unfortunately, plastic deteriorates when exposed to sunlight. Thus, the covered area must be increased to meet current needs. While we rotate our stock, this is not sufficient to prevent deterioration. Some basic needs are not met in the current facility. Although these employees work outdoors in every weather condition, and cannot avoid getting mud and sewage on their person and their clothes, fewer than half have lockers to store changes of clothes. The lockers that are present are located in the hallway, in violation of fire standards but necessary to provide for the employees' basic needs.

B. Expanding and Planning for the Future. In general, the water and sewer missions will only increase in the next twenty years, although some areas will become more efficient with improved technology. The new facility shall be designed for current use, with allowances for future growth and expansion as appropriate. Some office space, inherently less flexible as it is designed around the functional uses of the area, allows for some personnel increases. The inside warehouse is sized for short-term needs, and areas for expansion shall be identified.

4. Scope of Work. A detailed scope of work is attached. These numbers are very preliminary, as a detailed site design cannot be completed until the Architect's contract can be completed. A very preliminary building needs assessment is also attached.

5. Allocation of Work. In an effort to maximize efficiency, in-house staff shall perform some of the work that is required to complete the facility. This will include both managing smaller contracts and performing some construction. The Water/Sewer Division will design and construct the water and sewer line extensions, and will participate with the other utilities to lay conduit, pipe and dig trenches as required to minimize these costs. Other divisions will assist as possible.

6. Time Schedule. The sale agreement for the Cato Springs Road facility specifies that the City be entirely cleared off the site by March 15, 1999. The sale takes effect on May 15, 1998. This allows a 10-month design, build and move time period, which is much faster than normal for a facility of this size. The preliminary plans shall be submitted to the Plat Review Committee on May 18, and go before the Planning Commission July 22. The final construction contract, for the structure itself, should come before the Mayor and City Council on August 18. This allows a short, 6-month construction time. While this may cost a little more, it is more cost-effective than temporarily relocating, as a great deal of work would be required to upgrade any site for temporary use. The planned move-in date is February 15, 1999, with the recognition that some finish work may be required inside the new facility after that date.

7. Architect Selection. The professional services selection committee met on February 10, 1998, and selected Cromwell Architects and Engineers to design the new facility. After negotiations, the attached proposed contract was finalized, and is presented to the Mayor and City Council.

8. Architect Contract. The architect's contract consists of four parts:

Architect's fee:	$207,915
Site survey:	10,500
Soils investigation:	5,000
Reproduction costs:	7,590

The architect is expected to design and provide construction supervision for $2,419,102 worth of the work. This fee represents 8.59% of the construction cost. As this is an engineering-heavy project with more than normal site work, this fee is quite reasonable.

9. Budgeting. The budget for this project is $2,543,000, determined by combining the proceeds from the sale of the Cato Springs property with the CIP project. This project will be financed by combining the funds received from the sale of the current facility ($990,000), with Water/Sewer reserve funds. The preliminary cost estimate for contract construction is $2.6 million. This will change as the final site layout and design is completed. A budget adjustment shall be brought to the Mayor and City Council when this number is more firmly identified.

10. Recommendation. The staff recommends that the Mayor and City Council approve the attached contract for Architectural services, in the amount of $231,005, and approve a 10% contingency of $23,100.

Attachments: Project Scope of Work/Task List
Building Needs Assessment Matrix
Site Map
Detail Map
CIP Project Page
Proposed Architectural Contract

DJ\BLDGARAG.DOC

TASK LIST AND SCOPE OF WORK

1. Site Layout. Site layout, to include building locations, parking, access/ingress routes, possible future rear access on Industrial Drive to the north, fencing, green space, utilities/easements, and future expansions of buildings, parking, pipe yard and all other facilities. This includes security and functional area lighting. The site layout should identify the physical location of all of the other aspects of this project, which are identified in the tasks, which follow, and will include a site master plan for future growth and additions to the same. The architect contract cost is \$231,005.01. Deducting the site survey, reproduction costs, and soils investigations, which are itemized below, the net architectural fee is \$207,915.01.

A. Soils Investigation. Required to do foundation work and for spot verification for road work through the entire site. Estimated at \$5,000 (from Cromwell).
B. Reproduction Costs. Required for bid documents, plans, etc. Estimated at \$7,590 (from Cromwell).
C. Site Survey. Site survey for building floor plans, drainage, parking and road layouts, survey markers, easements and other requirements as applicable. Estimated cost: 21 acres @ \$500 per acre → \$10,500 (from Cromwell).

2. Fencing. Fencing will consist of four fences: perimeter, pipe yard security, building/City vehicle security, and private vehicle security. Due to the 24-hour emergency nature of our work, all of these must be available. Perimeter fencing is estimated at 3,829' @ \$12.75/ft, plus \$750 for one 20' gate, totaling \$49,569.75, and covers the entire lot excluding the front 330' and the pond. Each of the other fences is estimated as follows, with \$750 added to each for one 20' gate: building/City vehicle (one common fence running perpendicular from the sides of the building to the perimeter fences, restricting access to the entire lot behind the building) 150' → \$2,662.50; pipe yard fencing, including one gate, (across the narrow width of the property). One additional gate is added for the potential back entrance on Industrial Drive. Fencing total: \$57,939.75.

3. Operations Center Building Including Warehouse. Building scope includes all aspects of the building to include loading docks and ramps, plumbing, vehicle entrances and approaches, HVAC, backup power generator, backflow prevention, fire protection and any other building-related items. Detailed, room-by-room requirements are attached. Specifically identified floor space required is 18,158 square feet. Increase by standard allowance of 15% for ventilation space, hallways, utility and mechanical rooms, etc. Cost estimate: 20,881 square feet @ \$69.85/square foot → \$1,458,538 (Means Building Cost Data, 1998, Average).

4. Primary Paved Road. Road design and construction for paved roads includes cross-section, surface and subsurface drainage, corners, and intersections. Must accommodate 18-wheeled deliveries to both the warehouse and the pipe yard. The layout, to include green space, will be part of the site layout. This roadway should include access to the entrance to the pipe yard and access points to parking for City, private and visitor vehicle parking areas. Construct 1,343 linear feet of 28' wide roadway with curb and gutter @ \$190.00/linear foot → \$255,170.

5. Secondary Road. Design and construction of roads in pipe yard, to include cross section, surface drainage, corners and intersections. The layout, to include pad siting and green space, will be part of the site layout (task 1). This task includes all finished areas throughout the pipe yard, which must access all concrete pads from two sides. The surface must be of good enough quality that 18-wheeled tractor-trailers will not rut the surface with daily wet-weather use and that our forklift, with smooth tires and no traction, can have wet-weather access to all pads. To meet planning requirements, this area should be paved. A variance may be requested, and gravel installed. A present worth analysis should be done comparing maintenance costs for asphalt versus gravel.

A. Asphalt cost: construct 1,880' of 24' wide roadway @ $95.00/ft → $178,600.

B. Gravel cost: construct 1,880' of 24' wide roadway @ $70.00/ft → $131,600. [Recommended]

C. Asphalt cost: construct 1,880' of 28' wide roadway @ $150.00/ft → $282,000.

D. Gravel cost: construct 1,880' of 28' wide roadway @ $110.00/ft → $206,800.

6. Asphalt Parking Lot. Design the cross section, surface drainage, corners and intersections. The layout, to include green space, will be part of the site layout (task 1). This task includes parking for City, private and visitor vehicles, and access building loading docks and vehicular ramps for off loading equipment. Two designs are required- one for light vehicles (POVs, and visitors), and one for heavier City work vehicles. It is possible that some of the City vehicle parking (for dump trucks, backhoes, etc.) maybe paved at a later date, and initially surfaced with gravel. A planning variance will be required if gravel is planned.

A. POV (privately owned vehicle) parking, construct 38,493 square feet of asphalt light-vehicle parking lot @ $3.16/square foot → $121,637.88.

B. COV (City owned vehicle) parking, construct 20,336 square feet of heavy vehicle asphalt parking lot @ $3.56/square yard → $72,396.16. Alternate, construct 20,336 square feet of heavy vehicle gravel parking lot @ $2.62/square foot → $53,280.32.

7. General Site Drainage. General site drainage design for all site runoff for 20.71 acres. This must incorporate runoff from the building(s), parking lots, roads and the pipe yard. Drainage runs both west and east, from different parts of the lot. Includes detention basin(s) or use of existing pond, if required. Storm drainage must be sized for ultimate runoff. Estimated cost $65,000 (from Cromwell).

8. Water Line Extension. Extending water to building from Morningside. 1,250' of 8" or 12" PVC water line, three fire hydrants, and one or more stub-outs to the main building. At least one hydrant should be located behind (east of) the main building. The line should be designed and located such that a future looping tie-in may be made to the 12" line on Industrial Drive to the north. Water/Sewer Maintenance Division design and construct 1,250' of 8" or 12" pipe.

9. Sewer Line Extension. Extending the sewer from the existing manhole on the north side or the existing manhole on the south-central corner of the property. An existing 8" main crosses the property. 740' of 8" PVC sewer pipe, 3 manholes, up to two 4" or 6" service connections

(depending upon building layout). Assume a floor elevation of 1255'. Water/Sewer Maintenance Division design and construct 740' of 8" pipe.

10. Covered Parking Building(s). Overhead cover for specific vehicles to include backhoes, crew trucks, dump trucks, and specialty items of equipment, in order to lengthen the service life of this equipment and the tools they carry exposed on a daily basis. Includes electrical service for all vehicles for block heaters. Covered structure estimated at 20,160 square feet @ $20.00/square foot → $403,200. **For current project, build slab and electrical, but defer building. Estimated at 20,160 square feet @ $11.00/square foot → $221,760 [Recommended].**

11. Covered Storage Building(s). Overhead cover for sun-sensitive construction materials to include PVC pipe, polyethylene pipe, other plastic materials, valves (with gaskets), etc., in order to prevent these items from being rendered unusable due to exposure to the sun. Covered storage estimated at 6,000 square feet @ $18.00/square foot → $108,000. **For current project, build slab and electrical conduit for lighting, but defer building. Estimated at 6,000 square feet @ $8.00/square foot → $48,000 [Recommended].**

12. Gas, Electric, Cable, Phone Utility Extensions. As required. All piping, conduit and digging shall be done by the Water/Sewer Division, resulting in no cost outlays. The architect shall be responsible for siting only, up to the points of metering or 5' from the building.

A. Gas. There is a substantial gas line running through the property east of the hill. Water/Sewer Maintenance Division install 500' of gas pipe, or dig 500' trench as required.
B. Electric. Electric will probably come in from the north from SWEPCO's existing pole. There are lines bordering the property to the north and west, and the KD Tool plant has major service to the south. Water/Sewer Maintenance Division install 500' of conduit, or dig 500' trench as required.
C. Cable. Cable is located on Morningside. Water/Sewer Maintenance Division install 500' of conduit, or dig 500' trench as required.
D. Telephone. Existing telephone is on Morningside. Design should allow for a 80 pair cable servicing a minimum of 44 numbers. We currently have 15 numbers. Breakdown is below. Water/Sewer Maintenance Division install 500' of conduit, or dig 500' trench as required.

W/S Maintenance: 16 (plus 4 future) numbers. [SCADA, flow monitoring, dispatch (2 lines), superintendent, One-Call dedicated printer/fax machine, assistant superintendent, warehouse (2 lines), field service representative (2 lines), class room/break room, three dedicated modem lines, computer hook-up with City Hall, minor equipment shop]. Future needs for additional dispatch, additional SCADA, computer network, engineering assistant.

Meter Operations: 7 numbers plus 4 modem
Meter Maintenance: 6 numbers plus 3 modem
Backflow Prevention: 6 numbers plus 3 modem
Common: 4 numbers. AS 400, fax machine, 2 expansion.

13. <u>Pipe Yard Concrete Pads.</u> Design and installation of 30 each 20' x 45' concrete pads required to hold pipe yard materials. The 45' length is optimum as it will hold two pallets of 21' long water pipe as well as 40' long joints of slip line pipe. Additionally, 45' is optimum for one truckload of material. 30 pads are needed for current usage; additional pads will be required in the future. Point loads are very high- from stacked ductile iron pipes and fittings up to 36" in diameter (currently) and probably larger pipes in the future. Some of these fittings will weigh several tons each. Thus, the pads currently in use are a minimum of 9" thick with reinforcing bars. Add a pad, 50' by 50' by 1', with a low wall, for temporary storage of spoil material from emergency jobs, 93 cubic yards. Estimated cost: (1) materials- 843 cubic yards of concrete @ $58.00/yard → $48,894; (2) labor only cost, 3,278 square yards @ 27.50/square yard (surface) → $90,139; (3) total concrete (materials and labor): $139,033.

14. <u>SCADA/Radio Tower.</u> Antenna tower for SCADA and Motorola radio and SCADA telemetry systems. Design must include tower placement to allow line-of-site to repeater tower, and shall include location and height. Installation will probably be completed by OMI. No line-of-sight analysis has been done, but portable radios function on the full site. Thus, building-mounted antennas will probably work.

15. <u>Vehicle Refuel Point.</u> No refuel point is planned for this facility, although it is possible that one may be considered in the future. This site will be the home terminal for 108 City vehicles.

16. <u>Vehicle Wash Facility.</u> No vehicle wash facility is planned for this site, although Harold Dahlinger requested that one be considered for the long-term plan.

17. <u>Security Lighting.</u> Parking lot, building, and access way lighting. The current facility uses a combination of pole-mounted lighting at the entrance to and inside the facility, dusk-to-dawn building mounted lights at each building, and some manually controlled lighting on the operations center building. Some lighting is required for emergency night operations, at the access to the pipe yard, at all primary access points into the operations center building (main entrance, warehouse, meter shop, etc.). Cost estimate: 25 lights @ $1,800 each → $45,000.

Water/Sewer Operations Center

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Water/Sewer Division					
Dispatch Office	3 desks w/computer extension arms, radio, walk-in customer service, immediate/visual access to front door, copy machine room, SCADA and flow monitoring sub-offices.	16' x 20'	320		
Field Service Rep Office	4 desks, 1 larger work/drafting table, 2 file cabinets.	12' x 20'	240		
SCADA Sub-office	2 computers, 3 printers, 2 other desks, 3 file cabinets, radio remote.	12' x 14'	168		
Flow Monitor Sub-office	1 desk, 1 computer desk, 2 file cabinets, radio remote.	12' x 12'	144		
Superintendent's Office	1 desk w/ computer, small drafting table.	12' x 14'	168		
Assistant Superintendent's Office	1 desk w/ computer.	12' x 12'	144		
Engineering Assistant Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
File/Storage Room	8 file cabinets to store both temporary (2-year) and permanent (10-year) records,	10' x 12'	120		
Televising Office	2 desks, 1 computer, small television, 2 file cabinets, 500+ VCR tape storage cabinet.	12' x 14'	168		
Warehouse	6000 SF of heated, indoor storage space for current material needs, 6000' of covered outdoor concrete pads for plastic and other materials which are degraded by sunlight or exposure to the elements. The warehouse must have loading docks for both tractor-trailer and pickup level trucks.		6,000	6,000	
Warehouse Receiving Area	900 SF of area for receiving, coding and distributing materials from delivery vehicles. Can incorporate with heated vehicle storage.		900		
Warehouse Office	4 desks, 2 computers, book shelves for manufacturer's and materials specifications.	12' x 20'	240		
Non-Wheeled Equipment Room	Storage and maintenance of non-wheeled equipment including pumps, generators, chain saws, hole-hogs and other equipment. We maintain our own equipment, and this requires a small maintenance bench and area. This will also be used for maintenance on water system components such as pumps, etc. This should be separated by a fire wall, as these items of equipment contain fuel which it is impractical to remove and refill with each use. This room is also used for storage and receiving routine-use hand tools.	32' x 40'	1,280		
Heated Vehicle Storage	Storage for 3 wash units, 1 asphalt truck, 1 television van, and (expansion) 1 other vehicle. This can, in-part, double with the warehouse receiving area. 6 (currently 5) @ 600 SF each			3,600	
Pipe Yard/Outdoor Storage	Outside storage of pipe and construction materials. Does not include indoor and/or covered storage; does not include bulk materials (sand, gravel, etc.) as these will be in the Street Division compound. 30 concrete pads @ 20' x 45'. There also needs to be 10' between pads for access, and one 50' by 50' slab for spoil.				27,000 *2,500*
Plat and As-Built Map Room	8 file cabinets to store office supplies, short-term work orders, project/development plan sheets, and water and sewer plat maps and as-builts.	10' x 12'	120		
File/Storage Room	File cabinets to store work orders, tap records, personnel records, claims, & working files.	10' x 12'	120		
Sub-totals, page 1			**10,276**	**9,600**	**29,500**

Water/Sewer Maintenance Facility

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Meter Operations					
Meter Dispatch Office	3 desks w/computer extension arms, radio, walk-in customer service, immediate/visual access to front door, copy machine room,	16' x 20'	320		
Meter Reader/Meter Field Service Rep Office	14+ people, meter download work stations, basic desks, computers, filing cabinets.	16' x 20'	320		
Meter Supervisor's Office	1 desk w/ computer, small drafting table.	12' x 14'	168		
Meter Operations Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Meter Operations Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Equipment/Supply/ Record Storage Room	Hand tools, office supplies, 4 file cabinets with billing, purchasing and personnel records.	10' x 12'	120		
Meter Maintenance					
Meter Maint Supervisor Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Meter Maint Opns Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Small Meter Test Area	2 people, work tables, test benches, parts bins, compressed air cleaning equipment, bench grinder, drill press, water, etc. Truck access into room.	20' x 24'	480		
Large Meter Test Area	2 people, work tables, test benches, parts bins, compressed air cleaning equipment, 4" and 6" flow tubes and piping, 1,000 gallon water tank, chain hoist, truck access.	20' x 24'	480		
Vehicle Water Filling Facility	Used for bulk water sales to drive-in water hauling vehicles and City equipment which uses water. Meter runs this facility.				1,800
Equipment/Supply/ Record Storage Room	Hand tools, office supplies, 4 file cabinets to store meter maintenance/testing records.	10' x 12'	120		
Backflow Prevention					
Backflow Prevention Office	4 desks, 1 larger work/drafting table, 2 file cabinets, 2 computers, plan storage, 4 person working area.	12' x 20'	240		
Clean, Test Repair Area	2 persons, parts bins, chain hoist, test station, wash area, work tables, etc. Must have crew truck access.	14' x 20'	280		
Meter/Backflow Warehouse	Heated storage for new and repaired water meters, meter parts, pipe fittings, valves, welder, generator, ladders, wheel barrow, hand tools, construction materials, storage shelves and bins. Must include outdoor tractor trailer loading dock and 3/4 ton pickup loading dock.		2,000		
Equipment/Supply/ Record Storage Room	8 file cabinets to meet state requirement of maintaining records on all backflow assemblies in the water system.	10' x 12'	120		
	The above areas require a 6" water connection inside the structure to provide water to testing and calibrating equipment. Probably combine the meter/backflow test areas into one larger test facility sharing one garage door. Probably reduce the above numbr of actual offices while maintaining the space, to allow for greater future flexibility. The facility needs compressed air.				
Sub-totals, page 2			5,224	0	1,800

Water/Sewer Maintenance Facility

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Common Areas					
Class Room	Class room for 66 persons to work at tables or 90 persons in chairs without tables.	33' x 35'	1,155		
Break Room	Break room for 15 persons with vending machines, kitchenette, refrigerator, coffee & ice machines, etc. Must be able to separate from class room as we often have simultaneous conflicting needs.	16' x 20'	320		
Locker Room (Men's)	90 lockers, rest room, 6-stall shower. Note: shower facilities are required as our employees work in sewage and need immediate showers and changing clothes.	14' x 40	560		
Locker Room (Women's)	9 lockers, 2-stall rest room, 1-stall shower.	12' x 12'	144		
Conference Room	Meetings with engineers, developers, etc. Groups of up to 10 persons with one table, should have significant book shelves for reference materials, studies, manufacturers information, etc.	19' x 20'	380		
Copy/Fax Room	Copy and fax machines, network computer, AS400 modem, backup power suppliers.	10' x 10'	100		
Flammable Storage Area	Storage for canned fuel, paint, etc.	15' x 15'		225	
Parking					
Privately Owned Vehicles	90 vehicles @ 360 SF each				32,400
City Vehicle Parking					
Crew Trucks	18 (currently 12 x 1.5) @ 420 SF each			7,560	
Backhoes/Special Items	21 (currently 14 x 1.5) @ 600 SF each			12,600	
Meter Trucks	26 (currently 16) @ 360 SF each (2020 projection 35 vehicles per Donnie)				9,360
Other Vehicles	43 (currently 29 x 1.5) @ 600 SF each				25,800
Visitor Parking	8 vehicles @ 360 SF each (2 Handicap)				2,880
Other Requirements					
	All vehicles should have electric plugs available for block heaters. Personal vehicle parking should be separate from City vehicle parking and secured. Most materials deliveries are made with 18-wheeled tractor trailers- all non-employee parking must account for this. These rigs will deliver to both the warehouse and pipe yard. Driving areas, roads, and turn-around points are not considered in the above figures. Sand, gravel, hillside, grit, cold mix and top-soil is all assumed to be stored at the Street Division storage bins. In general, mechanical rooms, basic storage rooms, janitor closets, room closets, cabinets and similar areas are not included. Building must be provided with emergency backup power supply generator for SCADA computers and emergency lighting.				
Sub-totals, page 3			**2,659**	**20,385**	**70,440**
Sub-totals, page 2			**5,224**	**0**	**1,800**
Sub-totals, page 1			**10,276**	**9,600**	**29,500**
Grand Total			**18,159**	**29,985**	**101,740**

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CITY OF FAYETTEVILLE, ARKANSAS
1998 - 2002 CAPITAL IMPROVEMENTS PROGRAM
PROJECT DETAIL

PROJECT TITLE: Water and Sewer Operations/Services Center

REQUESTING DIVISION: Water/Sewer & Engineering

FUNDING SOURCE: Water & Sewer Fund

PROJECT CATEGORY: Water & Sewer Improvements

INITIAL YEAR PRIORITY: 4

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST

1998	$
1999	
2000	
2001	1,373,000
2002	180,000
TOTAL PROJECT COST $	1,553,000

PROJECT DESCRIPTION & JUSTIFICATION :

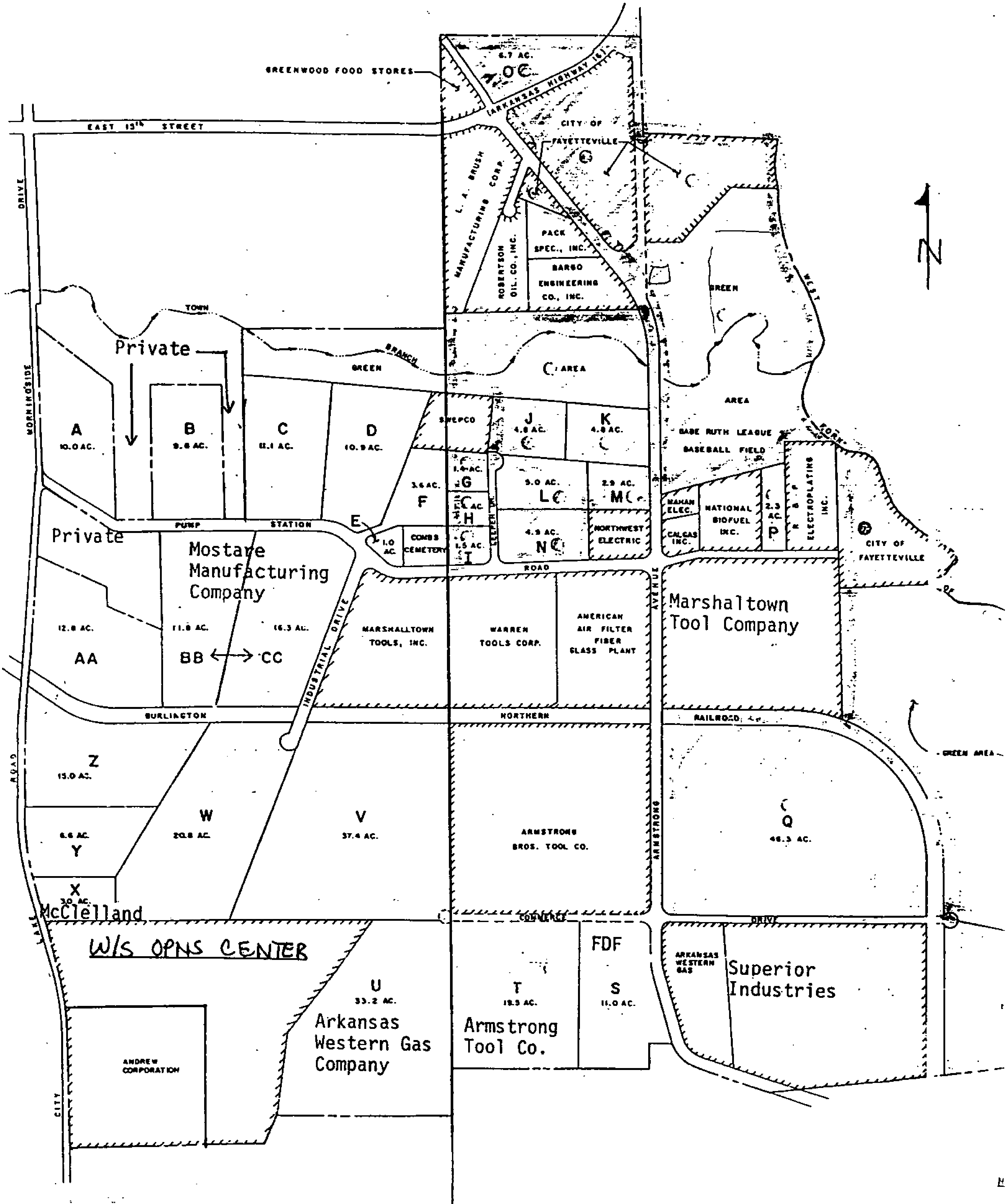
This project will be to design and construct a 21,600 square foot expansion building for the Water & Sewer Maintenance, and Meter Divisions. This project also includes renovation of the two existing buildings. The existing structures were constructed in 1964 and were occupied by 24 persons; they now house 57 people. The space needs have significantly increased as the size and complexity of the water and sewer systems have increased. The warehouse space requirements have increased due to both increased system size and the change in materials. Project cost is estimated at $50/square foot for the new building and $12/square foot for the existing building.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS :

Some increase in utility, maintenance, and insurance costs would be expected with the new facility. Those costs would be offset somewhat by increased efficiencies related to the new building. Sufficient land is available at the current site.



INDUSTRIAL PARK WEST
Fayetteville Development Foundation

FAYETTEVILLE INDUSTRIAL PARK
City of Fayetteville, Arkansas

2.14

CITY OF FAYETTEVILLE

AGREEMENT FOR CONSULTING SERVICES

STATE OF ARKANSAS
COUNTY OF WASHINGTON

This agreement, entered into and executed on this _____ day of ______, 1998, by and between the City of Fayetteville, acting by and through its mayor, hereinafter called the "OWNER" and Cromwell Architects Engineers with principal offices in Little Rock and Fayetteville, Arkansas hereinafter called the "CONSULTANT".

WITNESSETH:

Whereas, the "OWNER" is planning to construct and build a new facility for the Water and Sewer Maintenance Division and Water Meter Operations on property located adjacent to city Lake Road. Both engineering and architectural services will be required to design the new facilities.

Now therefore, it is considered to be in the best interest of the "OWNER" to obtain assistance of Cromwell Architects Engineers in connection with said consulting services. In mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I -- EMPLOYMENT OF

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

SECTION II -- DESCRIPTION OF THE PROJECT

The project is to perform architectural and engineering design and all related site work for a new Water & Sewer Operations Center. The building will house three divisions: Water & Sewer Maintenance, Meter Operations, and Backflow Prevention. These organizations currently have approximately 60 employees. The design should allow for future expansion to roughly 90 employees. The facilities will include administrative/operations space, a warehouse, concrete slab only for future covered but unheated materials storage, concrete slab only for future covered vehicle storage, and outdoor secured warehouse storage.

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.

SECTION IV -- SERVICES TO BE FURNISHED BY THE "CONSULTANT"

SCOPE OF WORK

1. Site Layout. Site layout, to include building locations, parking, access/ingress routes, possible future rear access on Industrial Drive to the north, fencing, green space, utilities/easements, and future expansions of buildings, parking, pipe yard and all other facilities. This includes security and functional area lighting. The site layout should identify the physical location of all of the other aspects of this project, which are identified in the tasks, which follow, and will include a site master plan for future growth and additions to the same.

A. Fencing. Fencing will consist of four fences: perimeter, pipe yard security, building/City vehicle security, and private vehicle security. Due to the 24-hour emergency nature of our work, all of these must be available. Perimeter fencing covers the entire lot excluding the front 330'. The other fences are: one common fence running perpendicular from the sides of the building to the perimeter fences, restricting access to the entire lot behind the building; the pipe yard fencing, and personal vehicle parking fencing.

B. Soils Investigation. Required to do foundation work and for spot verification for roadwork through the entire site.

2. Site Survey. Site survey for building floor plans, drainage, parking and road layouts, survey markers, easements and other requirements as applicable.

3. Operations Center Building Including Warehouse. Building scope includes all aspects of the building to include loading docks and ramps, plumbing, vehicle entrances and approaches, HVAC, backup power generator, backflow prevention, fire protection and any other building-related items. Detailed, room-by-room requirements are attached. Specifically identified floor space required is 18,608 square feet. Increase by standard allowance of 15% for circulation, utility and mechanical rooms, etc.

4. Primary Paved Road. Road design and construction for paved roads includes cross-section, surface and subsurface drainage, corners, and intersections. Must accommodate 18-wheeled deliveries to both the warehouse and the pipe yard, 24' wide roadway. The layout, to include green space, will be part of the site layout. This roadway should include access to the entrance to the pipe yard and access points to parking for City, private and visitor vehicle parking areas.

5. Secondary Road. Design and construction of roads in pipe yard, to include cross section, surface drainage, corners and intersections. The layout, to include pad siting and green space, will be part of the site layout (task 1). This task includes all finished areas throughout the pipe yard, which must access all concrete pads from two sides. The surface must be of good enough quality that 18-wheeled tractor-trailers will not rut the surface with daily wet-weather use and that our forklift, with smooth tires and no traction, can have wet-weather access to all pads. To meet planning requirements, this area should

SECTION IV -- SERVICES TO BE FURNISHED BY THE "CONSULTANT"

SCOPE OF WORK

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be paved. A variance may be requested, and gravel installed. A present worth analysis should be done comparing maintenance costs for asphalt versus gravel.

6. Asphalt Parking Lot. Design the cross section, surface drainage, corners and intersections. The layout, to include green space, will be part of the site layout (task 1). This task includes parking for City, private and visitor vehicles, and access building loading docks and vehicular ramps for off loading equipment. Two designs are required- one for light vehicles (POVs, and visitors), and one for heavier City work vehicles. It is possible that some of the City vehicle parking (for dump trucks, backhoes, etc.) maybe paved at a later date, and initially surfaced with gravel. A planning variance will be required if gravel is planned.

A. POV (light vehicle) parking, construct 38,493 square feet of asphalt light vehicle parking.

B. COV (City owned vehicle) parking, construct 20,336 square feet of heavy vehicle asphalt parking lot. Alternate, construct 20,336 square feet of heavy vehicle gravel parking lot.

7. General Site Drainage. General site drainage design for all site runoff for 20.71 acres. This must incorporate runoff from the building(s), parking lots, roads and the pipe yard. Drainage runs both west and east, from different parts of the lot. Includes detention basin(s) or use of existing pond, if required. Storm drainage must be sized for ultimate runoff.

8. Water Line Extension. Extending water to building from Morningside. With an 8" PVC water line, fire hydrants, and one or more stub-outs to the main building. At least one hydrant should be located behind (east of) the main building. The line should be designed and located such that a future looping tie-in may be made to the 12" line on Industrial Drive to the north.

9. Sewer Line Extension. Extending the sewer from the existing manhole on the north side or the existing manhole on the south-central corner of the property. An existing 8" main crosses the property.

10. Covered Parking Building(s). SLAB ONLY – WITH PROVISIONS FOR FUTURE: Overhead cover for specific vehicles to include backhoes, crew trucks, dump trucks, and specialty items of equipment, in order to lengthen the service life of this equipment and the tools they carry exposed on a daily basis. Includes electrical service for all vehicles for block heaters. Estimated at 20,160 square feet.

11. Covered Storage Building(s). SLAB ONLY – WITH PROVISIONS FOR FUTURE: Overhead cover for sun-sensitive construction materials to include PVC pipe, polyethylene pipe, other plastic materials, valves (with gaskets), etc., in order to prevent these items from being rendered unusable due to exposure to the sun.

12. Gas, Electric, Cable, Phone Utility Extensions. As required.

A. Gas. There is a substantial gas line running through the property east of the hill..

B. Electric. Electric will probably come in from the North from SWEPCO's exiting pole. There are lines bordering the property to the north and west, and the KD Tool plant has major service to the south.

C. Cable. Cable is located on Morningside. Probably no cost if Water/Sewer digs the trench and installs conduit.

D. Telephone. Existing telephone is on Morningside. Design should allow for an 80 pair cable servicing a minimum of 44 numbers. We currently have 15 numbers. Breakdown is below.

W/S Maintenance: 16 (plus 4 future) numbers. [SCADA, flow monitoring, dispatch (2 lines), superintendent, One-Call dedicated printer/fax machine, assistant superintendent, warehouse (2 lines), field service representative (2 lines), class room/break room, three dedicated modem lines, computer hook-up with City Hall, minor equipment shop]. Future needs for additional dispatch, additional SCADA, computer network, engineering assistant.

AIA Document B141 Standard Form of Agreement Between Owner and Architect - Articles 1 through 10 are hereby made a part of this contract. (Numbered as Pages 4-1 through 4-8)

Delete Article 4.5 in its entirety.
Delete Article 4.6 in its entirety.
Delete Article 4.6.1 in its entirety.
Delete Article 4.7 in its entirety.
Delete Article 6.1 in its entirety.
Delete Article 8 in its entirety.
Delete Article 10.2 in its entirety.

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D. Telephone. Existing telephone is on Morningside. Design should allow for an 80 pair cable servicing a minimum of 44 numbers. We currently have 15 numbers. Breakdown is below.

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Delete Article 8 in its entirety.
Delete Article 10.2 in its entirety.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- **.1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- **.2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- **.3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~**4.5** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.~~

~~**4.6** The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.~~

~~**4.6.1** The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.~~

~~**4.7** The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.~~

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

~~**6.1** The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

~~**6.1** The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

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except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

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10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

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10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

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SECTION V -- CCORDINATION WITH THE "OWNER"

The "CONSULTANT" 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 "CONSULTANT" of responsibility for the design of the project.

SECTION VI – OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this agreement shall be made with the "OWNER" at the City Water & Sewer Maintenance Headquarters, located on Cato Springs Road.

SECTION VII – PRELIMINARY SUBMISSION

The "CONSULTANT" shall submit three (3) sets of preliminary plans and three (3) copies of the final plans for field inspections.

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 CADD shall be submitted on disks compatible with Auto-CADD hardware.
C. The estimated cost of construction and a detailed estimate of the time, in calendar days, required for completion of the contract.

SECTION IX – "CONSULTANT"'S RESPONSIBILITY DURING CONSTRUCTION

During the construction phase of work the "CONSULTANT" shall perform all inspections necessary to assure the contractor has met all requirements of the design plans and specifications, and shall prepare construction estimates for payment to the contractor based on the actual quantities of contract items completed and accepted.

SECTION X – SUBCONTRACTING

Subcontracting by the "CONSULTANT" of any of the services provided herein, other than the subcontract with ____________________________ as attached to this agreement shall require prior approval by the "OWNER".

SECTION XI – TIME OF BEGINNING AND COMPLETION

The "CONSULTANT" shall begin work under this agreement within ten (10) days of written notice to proceed and shall complete the plans for the construction contract within 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.

SECTION XII- FEES AND PAYMENTS

For, and in consideration of the services to be rendered by the "CONSULTANT", the "OWNER" shall pay, and the "CONSULTANT" shall receive, reimbursement of all salary costs, overhead, and fees at rates paid by the "CONSULTANT" during the contract period including, a not to exceed upper limit contract amount of **$231,005.00** consisting of amounts: Title I - $154,416.66 and Title II - $30,335.85. the fixed fee to be $23,162.55, which is a 2.64 multiplier of actual costs; also estimated Topographic/Legal Survey of $10,500.00, Soils Investigation of $5,000.00, and reproduction costs of $7,590.00.

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 "CONSULTANT" establish, and the "OWNER" agree that there has been, or is to be, a significant change in (1) scope, complexity, or character of the services to be performed; (2) conditions under which the work is required to be performed; (3) duration of work, if changed from the time period specified in the agreement for completion of work warrants such adjustment.

The following schedule covers the classification of personnel and the salary range for all personnel anticipated to be assigned to this project by the "CONSULTANT" for Title I services.

CLASSIFICATION **SCHEDULE OF SALARY RANGE**

See attached APPENDIX "A"

Cromwell Architects Engineers fee proposal
Water Operations Center
April 20, 1998

Is hereby made a part of this contract.

Overtime, when authorized by the "OWNER", shall be at a rate of time and one-half for all sub-professional employees.

All miscellaneous expendable supplies normally required by the "CONSULTANT" in their performance of these services will be purchased by the "CONSULTANT", who will be reimbursed by the "OWNER". These statements shall be substantiated by a progress report prepared by the "CONSULTANT" and submitted with each statement.

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All miscellaneous expendable supplies normally required by the "CONSULTANT" in their performance of these services will be purchased by the "CONSULTANT", who will be reimbursed by the "OWNER". These statements shall be substantiated by a progress report prepared by the "CONSULTANT" and submitted with each statement.

Final payment of Title I & Title II services shall be made upon the "OWNER's" approval and acceptance upon the satisfactory completion of the project. Title II will be paid on a basis of a 2.64 multiplier of actual costs.

SECTION XIII - CHANGES

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

Any claim by the "CONSULTANT" for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the "CONSULTANT" 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 – MISCELLANIOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "CONSULTANT" 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 will remain the property of the "OWNER". The "CONSULTANT" 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 any time.

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

B. Cancellation - Should the "OWNER", for a reason whatsoever, decide to cancel or to terminate the use of the "Consultant's" service, the "OWNER" will give thirty (30) days written notice thereof to the "CONSULTANT" who will immediately terminate work. If the "OWNER" so selects, the "CONSULTANT" may be instructed to bring to a reasonable stage of completion those items whose value would otherwise be lost. The "CONSULTANT" 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 "CONSULTANT" services the "CONSULTANT" shall be paid a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVI - ACCESS TO RECORDS

The "CONSULTANT" and any subcontractor are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract.

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute Resolution - Any dispute concerning a question of fact in connection with the work shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive.
2. Responsibility for Claims and Liability - the "CONSULTANT" shall save harmless the "OWNER" from all claim and liability due to its activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

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

4. "CONSULTANT 's" Endorsement - The "CONSULTANT" shall endorse and recommend all plans, specifications, estimates, and Architectural and Engineering data furnished by it. All design shall be checked in accordance with accepted Architectural and Engineering practices. All planned quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

The "OWNER" and the "CONSULTANT" each binds itself and its partners, successors, executors, administrators, an assigns to the other party of this agreement, except as above, neither the "OWNER" nor the "CONSULTANT" shall assign, sub-let 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 the public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

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

Upon such termination of the "CONSULTANT" services the "CONSULTANT" shall be paid a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

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The "OWNER" and the "CONSULTANT" each binds itself and its partners, successors, executors, administrators, an assigns to the other party of this agreement, except as above, neither the "OWNER" nor the "CONSULTANT" shall assign, sub-let 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 the public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

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

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

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

CITY OF FAYETTEVILLE
BY______________________

CROMWELL ARCHITECTS ENGINEERS
By____________________V-President

Water/Sewer Operations Center

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Water/Sewer Division					
Dispatch Office	3 desks w/computer extension arms, radio, walk-in customer service, immediate/visual access to front door, copy machine room, SCADA and flow monitoring sub-offices.	16' x 20'	320		
Field Service Rep Office	4 desks, 1 larger work/drafting table, 2 file cabinets.	12' x 20'	240		
SCADA Sub-office	2 computers, 3 printers, 2 other desks, 3 file cabinets, radio remote.	12' x 14'	168		
Flow Monitor Sub-office	1 desk, 1 computer desk, 2 file cabinets, radio remote.	12' x 12'	144		
Superintendent's Office	1 desk w/ computer, small drafting table.	12' x 14'	168		
Assistant Superintendent's Office	1 desk w/ computer.	12' x 12'	144		
Engineering Assistant Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
File/Storage Room	8 file cabinets to store both temporary (2-year) and permanent (10-year) records.	10' x 12'	120		
Televising Office	2 desks, 1 computer, small television, 2 file cabinets, 500+ VCR tape storage cabinet.	12' x 14'	168		
Warehouse	6000 SF of heated, indoor storage space for current material needs, 6000' of covered outdoor concrete pads for plastic and other materials which are degraded by sunlight or exposure to the elements. The warehouse must have loading docks for both tractor-trailer and pickup level trucks.		6,000	6,000	
Warehouse Receiving Area	900 SF of area for receiving, coding and distributing materials from delivery vehicles. Can incorporate with heated vehicle storage.		900		
Warehouse Office	4 desks, 2 computers, book shelves for manufacturer's and materials specifications.	12' x 20'	240		
Non-Wheeled Equipment Room	Storage and maintenance of non-wheeled equipment including pumps, generators, chain saws, hole-hogs and other equipment. We maintain our own equipment and this requires a small maintenance bench and area. This will also be used for maintenance on water system components such as pumps, etc. This should be separated by a fire wall, as these items of equipment contain fuel which it is impractical to remove and refill with each use. This room is also used for storage and receiving routine-use hand tools.	32' x 40'	1,280		
Heated Vehicle Storage	Storage for 3 wash units, 1 asphalt truck, 1 television van, and (expansion) 1 other vehicle. This can, in-part, double with the warehouse receiving area. 6 (currently 5) @ 600 SF each			3,600	
Pipe Yard/Outdoor Storage	Outside storage of pipe and construction materials. Does not include indoor and/or covered storage; does not include bulk materials (sand, gravel, etc.) as these will be in the Street Division compound. 30 concrete pads @ 20' x 45'. There also needs to be 10' between pads for access, and one 50' by 50' slab for spoil.				27,000 *2,500*
Plat and As-Built Map Room	8 file cabinets to store office supplies, short-term work orders, project/development plan sheets, and water and sewer plat maps and as-builts.	10' x 12'	120		
File/Storage Room	File cabinets to store work orders, tap records personnel records, claims, & working files.	10' x 12'	120		
Sub-totals, page 1			**10,276**	**9,600**	**29,500**

Updated 4/22/98

Water/Sewer Operations Center

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Water/Sewer Division					
Dispatch Office	3 desks w/computer extension arms, radio, walk-in customer service, immediate/visual access to front door, copy machine room, SCADA and flow monitoring sub-offices.	16' x 20'	320		
Field Service Rep Office	4 desks, 1 larger work/drafting table, 2 file cabinets.	12' x 20'	240		
SCADA Sub-office	2 computers, 3 printers, 2 other desks, 3 file cabinets, radio remote.	12' x 14'	168		
Flow Monitor Sub-office	1 desk, 1 computer desk, 2 file cabinets, radio remote.	12' x 12'	144		
Superintendent's Office	1 desk w/ computer, small drafting table.	12' x 14'	168		
Assistant Superintendent's Office	1 desk w/ computer.	12' x 12'	144		
Engineering Assistant Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
File/Storage Room	8 file cabinets to store both temporary (2-year) and permanent (10-year) records,	10' x 12'	120		
Televising Office	2 desks, 1 computer, small television, 2 file cabinets, 500+ VCR tape storage cabinet.	12' x 14'	168		
Warehouse	6000 SF of heated, indoor storage space for current material needs, 6000' of covered outdoor concrete pads for plastic and other materials which are degraded by sunlight or exposure to the elements. The warehouse must have loading docks for both tractor-trailer and pickup level trucks.		6,000	6,000	
Warehouse Receiving Area	900 SF of area for receiving, coding and distributing materials from delivery vehicles. Can incorporate with heated vehicle storage.		900		
Warehouse Office	4 desks, 2 computers, book shelves for manufacturer's and materials specifications.	12' x 20'	240		
Non-Wheeled Equipment Room	Storage and maintenance of non-wheeled equipment including pumps, generators, chain saws, hole-hogs and other equipment. We maintain our own equipment, and this requires a small maintenance bench and area. This will also be used for maintenance on water system components such as pumps, etc. This should be separated by a fire wall, as these items of equipment contain fuel which it is impractical to remove and refill with each use. This room is also used for storage and receiving routine-use hand tools.	32' x 40'	1,280		
Heated Vehicle Storage	Storage for 3 wash units, 1 asphalt truck, 1 television van, and (expansion) 1 other vehicle. This can, in-part, double with the warehouse receiving area. 6 (currently 5) @ 600 SF each			3,600	
Pipe Yard/Outdoor Storage	Outside storage of pipe and construction materials. Does not include indoor and/or covered storage; does not include bulk materials (sand, gravel, etc.) as these will be in the Street Division compound. 30 concrete pads @ 20' x 45'. There also needs to be 10' between pads for access, and one 50' by 50' slab for spoil.				27,000 *2,500*
Plat and As-Built Map Room	8 file cabinets to store office supplies, short-term work orders, project/development plan sheets, and water and sewer plat maps and as-builts.	10' x 12'	120		
File/Storage Room	File cabinets to store work orders, tap records; personnel records, claims, & working files.	10' x 12'	120		
Sub-totals, page 1			**10,276**	**9,600**	**29,500**

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Water/Sewer Maintenance Facility

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Meter Operations					
Meter Dispatch Office	3 desks w/computer extension arms, radio, walk-in customer service, immediate/visual access to front door, copy machine room,	16' x 20'	320		
Meter Reader/Meter Field Service Rep Office	14+ people, meter download work stations, basic desks, computers, filing cabinets.	16' x 20'	320		
Meter Supervisor's Office	1 desk w/ computer, small drafting table.	12' x 14'	168		
Meter Operations Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Meter Operations Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Equipment/Supply/ Record Storage Room	Hand tools, office supplies, 4 file cabinets with billing, purchasing and personnel records.	10' x 12'	120		
Meter Maintenance					
Meter Maint Supervisor Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Meter Maint Opns Asst Office	1 desk w/ computer, small drafting table.	12' x 12'	144		
Small Meter Test Area	2 people, work tables, test benches, parts bins, compressed air cleaning equipment, bench grinder, drill press, water, etc. Truck access into room.	20' x 24'	480		
Large Meter Test Area	2 people, work tables, test benches, parts bins, compressed air cleaning equipment, 4" and 6" flow tubes and piping, 1,000 gallon water tank, chain hoist, truck access.	20' x 24'	480		
Vehicle Water Filling Facility	Used for bulk water sales to drive-in water hauling vehicles and City equipment which uses water. Meter runs this facility.				1,800
Equipment/Supply/ Record Storage Room	Hand tools, office supplies, 4 file cabinets to store meter maintenance/testing records.	10' x 12'	120		
Backflow Prevention					
Backflow Prevention Office	4 desks, 1 larger work/drafting table, 2 file cabinets, 2 computers, plan storage, 4 person working area.	12' x 20'	240		
Clean, Test Repair Area	2 persons, parts bins, chain hoist, test station, wash area, work tables, etc. Must have crew truck access.	14' x 20'	280		
Meter/Backflow Warehouse	Heated storage for new and repaired water meters, meter parts, pipe fittings, valves, welder, generator, ladders, wheel barrow, hand tools, construction materials, storage shelves and bins. Must include outdoor tractor trailer loading dock and 3/4 ton pickup loading dock.		2,000		
Equipment/Supply/ Record Storage Room	8 file cabinets to meet state requirement of maintaining records on all backflow assemblies in the water system.	10' x 12'	120		
	The above areas require a 6" water connection inside the structure to provide water to testing and calibrating equipment. Probably combine the meter/backflow test areas into one larger test facility sharing one garage door. Probably reduce the above numbr of actual offices while maintaining the space, to allow for greater future flexibility. The facility needs compressed air.				
Sub-totals, page 2			**5,224**	**0**	**1,800**

Water/Sewer Maintenance Facility

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Common Areas					
Class Room	Class room for 66 persons to work at tables or 90 persons in chairs without tables.	33' x 35'	1,155		
Break Room	Break room for 15 persons with vending machines, kitchenette, refrigerator, coffee & ice machines, etc. Must be able to separate from class room as we often have simultaneous conflicting needs.	16' x 20'	320		
Locker Room (Men's)	90 lockers, rest room, 6-stall shower. Note: shower facilities are required as our employees work in sewage and need immediate showers and changing clothes.	14' x 40	560		
Locker Room (Women's)	9 lockers, 2-stall rest room, 1-stall shower.	12' x 12'	144		
Conference Room	Meetings with engineers, developers, etc. Groups of up to 10 persons with one table, should have significant book shelves for reference materials, studies, manufacturers information, etc.	19' x 20'	380		
Copy/Fax Room	Copy and fax machines, network computer, AS400 modem, backup power suppliers.	10' x 10'	100		
Flammable Storage Area	Storage for canned fuel, paint, etc.	15' x 15'		225	
Parking					
Privately Owned Vehicles	90 vehicles @ 360 SF each				32,400
City Vehicle Parking					
Crew Trucks	18 (currently 12 x 1.5) @ 420 SF each			7,560	
Backhoes/Special Items	21 (currently 14 x 1.5) @ 600 SF each			12,600	
Meter Trucks	26 (currently 16) @ 360 SF each (2020 projection 35 vehicles per Donnie)				9,360
Other Vehicles	43 (currently 29 x 1.5) @ 600 SF each				25,800
Visitor Parking	8 vehicles @ 360 SF each (2 Handicap)				2,880
Other Requirements					
	All vehicles should have electric plugs available for block heaters. Personal vehicle parking should be separate from City vehicle parking and secured. Most materials deliveries are made with 18-wheeled tractor trailers- all non-employee parking must account for this. These rigs will deliver to both the warehouse and pipe yard. Driving areas, roads, and turn-around points are not considered in the above figures. Sand, gravel, hillside, grit, cold mix and top-soil is all assumed to be stored at the Street Division storage bins. In general, mechanical rooms, basic storage rooms, janitor closets, room closets, cabinets and similar areas are not included. Building must be provided with emergency backup power supply generator for SCADA computers and emergency lighting.				
Sub-totals, page 3			**2,659**	**20,385**	**70,440**
Sub-totals, page 2			**5,224**	**0**	**1,800**
Sub-totals, page 1			**10,276**	**9,600**	**29,500**
Grand Total			**18,159**	**29,985**	**101,740**

Water/Sewer Maintenance Facility

Room	Primary Persons/Equipment	Dimensions	Indoor Area (SF)	Outdoor Covered Area (SF)	Outdoor Exposed Area (SF)
Common Areas					
Class Room	Class room for 66 persons to work at tables or 90 persons in chairs without tables.	33' x 35'	1,155		
Break Room	Break room for 15 persons with vending machines, kitchenette, refrigerator, coffee & ice machines, etc. Must be able to separate from class room as we often have simultaneous conflicting needs.	16' x 20'	320		
Locker Room (Men's)	90 lockers, rest room, 6-stall shower. Note: shower facilities are required as our employees work in sewage and need immediate showers and changing clothes.	14' x 40	560		
Locker Room (Women's)	9 lockers, 2-stall rest room, 1-stall shower.	12' x 12'	144		
Conference Room	Meetings with engineers, developers, etc. Groups of up to 10 persons with one table, should have significant book shelves for reference materials, studies, manufacturers information, etc.	19' x 20'	380		
Copy/Fax Room	Copy and fax machines, network computer, AS400 modem, backup power suppliers.	10' x 10'	100		
Flammable Storage Area	Storage for canned fuel, paint, etc.	15' x 15'		225	
Parking					
Privately Owned Vehicles	90 vehicles @ 360 SF each				32,400
City Vehicle Parking					
Crew Trucks	18 (currently 12 x 1.5) @ 420 SF each			7,560	
Backhoes/Special Items	21 (currently 14 x 1.5) @ 600 SF each			12,600	
Meter Trucks	26 (currently 16) @ 360 SF each (2020 projection 35 vehicles per Donnie)				9,360
Other Vehicles	43 (currently 29 x 1.5) @ 600 SF each				25,800
Visitor Parking	8 vehicles @ 360 SF each (2 Handicap)				2,880
Other Requirements					
	All vehicles should have electric plugs available for block heaters. Personal vehicle parking should be separate from City vehicle parking and secured. Most materials deliveries are made with 18-wheeled tractor trailers- all non-employee parking must account for this. These rigs will deliver to both the warehouse and pipe yard. Driving areas, roads, and turn-around points are not considered in the above figures. Sand, gravel, hillside, grit, cold mix and top-soil is all assumed to be stored at the Street Division storage bins. In general, mechanical rooms, basic storage rooms, janitor closets, room closets, cabinets and similar areas are not included. Building must be provided with emergency backup power supply generator for SCADA computers and emergency lighting.				
Sub-totals, page 3			**2,659**	**20,385**	**70,440**
Sub-totals, page 2			**5,224**	**0**	**1,800**
Sub-totals, page 1			**10,276**	**9,600**	**29,500**
Grand Total			**18,159**	**29,985**	**101,740**

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Cromwell Architects Engineers
Fee Proposal/ Water & Sewer Operations Center
April 20, 1998

SITE DESIGN & EARTHWORK

Discipline	Direct Labor Rate	Labor Overhead 130%	Hourly Rate W/Overhe	TITLE I — Estimateed Man-Hours: Schematic Design hr	Schematic Design COST	Design Development hr	Design Development COST	Construction Document hr	Construction Document COST	Bidding/ Negotiation hr	Bidding/ Negotiation COST	TITLE II: Construction hr	Construction COST	Total Man Hours	TOTAL COST
Architectural															
Project Manager	27.70	36.01	63.71	3	191	3	191	7	446	1	57	3	191	17	$ 1,076.70
Architect	19.79	25.73	45.52	11	501	15	683	33	1,502	4	182	15	683	78	$ 3,550.33
Interior Design	15.99	20.79	36.78	2	74	4	132	7	265	1	33	3	110	17	$ 614.18
Draftsman	12.97	16.86	29.83	11	328	16	477	32	955	4	119	16	477	79	$ 2,356.65
Civil Engineering															
Engineer	26.37	34.28	60.65	68	4,124	90	5,440	185	11,220	19	1,152	83	5,034	445	$ 26,971.50
Draftsman	15.35	19.96	35.31	105	3,707	153	5,393	198	6,990	23	812	24	847	503	$ 17,749.59
Structural Engineering															
Engineer	24.99	32.49	57.48	3	172	6	345	17	977	2	103	4	230	32	$ 1,827.77
Draftsman	15.35	19.96	35.31	7	247	11	400	12	424	2	64	1	35	33	$ 1,170.01
Mechanical Engineering															
Engineer	21.98	28.57	50.55	1	51	4	202	12	607	1	61	2	101	20	$ 1,021.19
Draftsman	15.35	19.96	35.31	1	35	6	212	11	388	1	42	1	35	20	$ 713.16
Electrical Engineering															
Engineer	21.41	27.83	49.24	2	98	8	394	26	1,280	2	118	5	246	43	$ 2,137.15
Draftsman	15.35	19.96	35.31	3	106	12	424	20	706	2	85	6	212	43	$ 1,532.24
Specifications:															
Spec Writer	21.29	27.68	48.97	2	98	4	196	10	485	6	294	-	-	22	$ 1,072.38
Spec. Typist	10.60	13.78	24.38	1	24	3	73	9	219	5	110	-	-	18	$ 426.65
Total Labor															$ 62,219.48
Architectural-Engineering Fee			15%												$ 9,332.92
Topo/Legal Survey															
Soils Investigation															$ 2,371.88
Reproduction Costs															
Total Project Soft Cost															

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Cromwell Architects Engineers
Fee Proposal/ Water & Sewer Operations Center
April 20, 1998

SITE STRUCTURE

Discipline	Direct Labor Rate	Labor Overhead 130%	Hourly Rate W/Overhe	TITLE I Estimateed Man-Hours: Schematic Design hr	Schematic Design COST	Design Development hr	Design Development COST	Construction Document hr	Construction Document COST	Bidding/ Negotiation hr	Bidding/ Negotiation COST	TITLE II Construction hr	Construction COST	Total Man Hours	TOTAL COST
Architectural															
Project Manager	27.70	36.01	63.71	1	69	2	96	3	183	0	19	2	96	7	$ 462.53
Architect	19.79	25.73	45.52	5	213	6	281	8	364	1	46	6	287	26	$ 1,190.72
Interior Design	15.99	20.79	36.78	1	33	1	44	1	37	0	11	1	44	5	$ 169.17
Draftsman	12.97	16.86	29.83	5	143	6	193	11	328	2	50	6	179	30	$ 893.74
Civil Engineering															
Engineer	26.37	34.28	60.65	28	1,698	38	2,305	70	4,246	10	582	41	2,511	187	$ 11,341.74
Draftsman	15.35	19.96	35.31	40	1,412	62	2,189	85	3,001	11	402	12	424	210	$ 7,428.17
Structural Engineering															
Engineer	24.99	32.49	57.48	3	172	5	287	12	690	2	103	5	310	27	$ 1,563.37
Draftsman	15.35	19.96	35.31	8	282	8	282	13	459	2	64	2	64	33	$ 1,150.94
Mechanical Engineering															
Engineer	21.98	28.57	50.55	-		-		-		-		-		-	$ -
Draftsman	15.35	19.96	35.31	-		-		-		-		-		-	$ -
Electrical Engineering															
Engineer	21.41	27.83	49.24	1	30	3	127	5	246	1	30	2	83	10	$ 515.08
Draftsman	15.35	19.96	35.31	1	25	4	133	7	233	1	21	2	68	14	$ 480.85
Specifications:															
Spec Writer	21.29	27.68	48.97	2	98	3	147	6	294	4	196	-	-	15	$ 734.51
Spec. Typist	10.60	13.78	24.38	2	49	3	73	7	168	4	98	-	-	16	$ 387.64
Total Labor															$ 26,318.48
Architectural-Engineering Fee			15%												$ 3,947.77
Topo/Legal Survey															
Soils Investigation															
Reproduction Costs															$ 2,371.88
Total Project Soft Cost															

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Cromwell Architects Engineers
Fee Proposal/ Water & Sewer Operations Center
April 20, 1998

BUILDING

Discipline	Direct Labor Rate	Labor Overhead 130%	Hourly Rate W/Overhe	TITLE I – Estimateed Man-Hours: Schematic Design hr	Schematic Design COST	Design Development hr	Design Development COST	Construction Document hr	Construction Document COST	Bidding/ Negotiation hr	Bidding/ Negotiation COST	TITLE II – Construction hr	Construction COST	Total Man Hours	TOTAL COST
Architectural															
Project Manager	27.70	36.01	63.71	14	917	20	1,274	38	2,446	4	255	20	1,274	97	$ 6,167.13
Architect	19.79	25.73	45.52	62	2,840	82	3,751	164	7,465	20	910	84	3,823	413	$ 18,789.42
Interior Design	15.99	20.79	36.78	12	441	15	552	32	1,177	4	147	16	588	79	$ 2,905.38
Draftsman	12.97	16.86	29.83	64	1,909	86	2,577	172	5,131	22	668	88	2,625	433	$ 12,910.86
Civil Engineering															
Engineer	26.37	34.28	60.65	7	443	10	607	20	1,213	3	194	14	837	54	$ 3,293.35
Draftsman	15.35	19.96	35.31	13	459	20	706	26	918	4	134	4	141	67	$ 2,358.37
Structural Engineering															
Engineer	24.99	32.49	57.48	14	805	27	1,529	69	3,943	6	345	21	1,207	136	$ 7,828.37
Draftsman	15.35	19.96	35.31	25	883	44	1,557	58	2,051	6	212	7	247	140	$ 4,949.76
Mechanical Engineering															
Engineer	21.98	28.57	50.55	9	455	39	1,956	113	5,687	9	455	21	1,046	190	$ 9,600.20
Draftsman	15.35	19.96	35.31	11	381	52	1,843	99	3,495	9	318	12	413	183	$ 6,450.22
Electrical Engineering															
Engineer	21.41	27.83	49.24	7	345	32	1,588	94	4,617	7	345	21	1,034	161	$ 7,928.12
Draftsman	15.35	19.96	35.31	8	282	47	1,668	83	2,913	7	247	24	847	169	$ 5,957.72
Specifications:															
Spec Writer	21.29	27.68	48.97	8	392	8	367	17	808	10	490	-	-	42	$ 2,056.61
Spec. Typist	10.60	13.78	24.38	7	171	7	158	12	280	6	146	-	-	31	$ 755.78
Total Labor															$ 91,951.30
Architectural-Engineering Fee			15%												$ 13,792.70
Topo/Legal Survey															
Soils Investigation															
Reproduction Costs															$ 4,743.75
Total Project Soft Cost															

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Cromwell Architects Engineers

Fee Proposal/ Water & Sewer Operations Center

April 20, 1998

				TITLE I Estimateed Man-Hours								TITLE II			
	Direct Labor	Labor Overhead	Hourly Rate	Schematic Design		Design Development		Construction Document		Bidding/ Negotiation		Construction		Total Man	TOTAL
Discipline	Rate	130%	W/overhe	hr	COST	hr	COST	hr	COST	hr	COST	hr	COST	Hours	COST
Architectural															
Project Manager	27.70	36.01	63.71	18	1,147	25	1,593	48	3,058	5	319	25	1,593	121	$ 7,708.91
Architect	19.79	25.73	45.52	78	3,550	103	4,688	205	9,331	25	1,138	105	4,779	516	$ 23,486.77
Interior Design	15.99	20.79	36.78	15	552	20	736	40	1,471	5	184	20	736	100	$ 3,677.70
Draftsman	12.97	16.86	29.83	80	2,386	108	3,222	215	6,414	28	835	110	3,281	541	$ 16,138.57
Civil Engineering															
Engineer	26.37	34.28	60.65	103	6,247	138	8,370	275	16,679	32	1,941	138	8,370	686	$ 41,606.59
Draftsman	15.35	19.96	35.31	158	5,578	235	8,297	315	11,121	38	1,342	40	1,412	786	$ 27,749.73
Structural Engineering															
Engineer	24.99	32.49	57.48	20	1,150	38	2,184	98	5,633	10	575	30	1,724	196	$ 11,265.49
Draftsman	15.35	19.96	35.31	40	1,412	63	2,224	83	2,930	10	353	10	353	206	$ 7,272.83
Mechanical Engineering															
Engineer	21.98	28.57	50.55	10	506	43	2,174	125	6,319	10	506	23	1,163	211	$ 10,666.89
Draftsman	15.35	19.96	35.31	12	424	58	2,048	110	3,884	10	353	13	459	203	$ 7,166.92
Electrical Engineering															
Engineer	21.41	27.83	49.24	10	492	43	2,117	125	6,155	10	492	28	1,379	216	$ 10,636.49
Draftsman	15.35	19.96	35.31	12	424	63	2,224	110	3,884	10	353	32	1,130	227	$ 8,014.24
Specifications:															
Spec Writer	21.29	27.68	48.97	12	588	15	735	33	1,616	20	979	-	-	80	$ 3,917.36
Spec. Typist	10.60	13.78	24.38	10	244	13	317	23	561	15	366	-	-	61	$ 1,487.18
Sub-Total Title I											154,417.01				154,417.01
Sub-Total Title II + Multiplier													26,378.65		$ 30,335.45
Architectural-Engineering Fee			15%	Title I											$ 23,162.55
Topo/Legal Survey (est.)															$ 10,500.00
Soils Investigation (est.)															$ 5,000.00
Reproduction Costs (est.)															$ 7,590.00
Total Project Soft Cost															**$ 231,005.01**

STAFF REVIEW FORM

XX Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF May 5, 1998

FROM:

Name	Division	Department
Don Bailey	Personnel	Admin. Services

ACTION REQUESTED: Exercise option to renew BCBS/U.S. Able Life, AD&D and LTD Group Policies for policy year 5-1-98 through 4-30-99. There is no increase in premium. Annualized total city contributions for this policy year will be approximately $167,467.

COST TO THE CITY:

$112,329 (8 mos.1998)	$183,123. (Annual)	Life/AD&D, LTD Ins.
Cost of this request	Category/Project Budget	Category/Project Name
Various	$55,138	City Wide
Account Number	Funds used to date	Program Name
	$127,985.	City Wide
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 4-14-98	Internal Auditor	Date 3-14-98
City Attorney	Date 4-13-98	ADA Coordinator	Date
Purchasing Officer	Date 4-13-98		

STAFF RECOMMENDATION: Approve renewal.

Division Head   Date 4-9-98

Cross Reference

Department Director   Date

New Item: Yes No

Administrative Services Director   Date 4-13-98

Prev Ord/Res #:

Mayor   Date 4/16/98

Orig. Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and the Council

THRU: Ben Mayes, Administrative Services Director

FROM: Don Bailey, Personnel Director DB

DATE: April 9, 1998

SUBJECT: Group Life, AD&D and LTD Insurance

The renewal date for our US Able Group Life, Accidental Death & Dismemberment and Long-term Disability insurance policies is May 1, 1998.

There is no change in either coverage or the premium rates for the 5-1-98 renewal. Premium rates paid by the employer are:

Life	.31 per $1,000 of coverage
AD&D	.07 per $1,000 of coverage
LTD	.46 per $100 of covered payroll

The rate for the additional voluntary AD&D, which is 100% employee paid, is also unchanged at $3.75 per $25,000 of coverage.

Plan costs are fully budgeted and are listed in the attached budget summary.

1998 Budget Summary By Account

- Long Term Disability (LTD)
- Accidental Death & Dismemberment (ADD)
- Life Insurance

Fund	LTD Budget	ADD Budget	Life Insurance Budget
General (1010)	$ 47,195	$ 15,724	$ 67,336
Street (2100)	3,135	1,440	4,662
Community Development (2180)	541	198	804
Parks Development (2250)	332	180	493
Drug Law Enforcement (2930)	402	153	598
Water & Sewer (5400)	6,788	3,129	10,095
Solid Waste (5500)	3,991	1,800	5,785
Airport (5550)	1,316	540	1,956
Shop (9700)	1,568	630	2,332
	$ 65,268	$ 23,794	$ 94,061

1998 COSTS

ACTUAL	LTD	LIFE	AD&D	
JANUARY	$4,742.99	$7,166.89	$1,803.75	
FEBRUARY	$4,744.54	$7,124.89	$1,770.00	
MARCH	$4,809.72	$7,319.53	$1,785.00	
APRIL	$4,770.50	$7,315.07	$1,785.00	
			$55,137.88	Y.T.D.
ESTIMATED				
MAY	$4,786.80	$7,261.73	$1,785.00	
JUNE	$4,806.75	$7,291.99	$1,803.75	
JULY	$4,826.78	$7,322.37	$1,822.50	
AUGUST	$4,846.89	$7,352.89	$1,822.50	
SEPTEMBER	$4,867.09	$7,383.53	$1,822.50	
OCTOBER	$4,887.37	$7,414.29	$1,822.50	
NOVEMBER	$4,907.73	$7,445.19	$1,822.50	
DECEMBER	$4,929.19	$7,476.21	$1,822.50	
			$112,330.55	ESTIMATED REMAINING
			$167,468.43	ESTIMATED ANNUAL

USAble Life

Employer Certification of Enrollment & Eligibility

We have reviewed the enrollment for our group plan and our employee records. We certify that:

- Our contribution is: Life & AD&D - 100 % STD - 0 %

IMPORTANT NOTE: If Employer Contribution is 100%, all eligible employees must be enrolled. If employees are required to pay any part of the premium, employees enrolling more than 31 days after completing their waiting period will be required to furnish Evidence of Insurability.

- There are 480 employees eligible to participate in the plan and 480 are enrolled.
- All persons enrolled in the plan are:

☑ members of an eligible class of employees;

☑ are actively at work at least 40 hours per week, are actively working at their normal place of employment, working in our regular business and are not in a hospital, nursing home, convalescent facility, or are not convalescing from illness or injury at home; and

☑ are directly compensated by us for their services.

EXCEPTIONS:

For any person enrolled not meeting the above requirement, the following information is provided:

NAME	DATE LAST WORKED	REASON FOR EXCEPTION

Representative's Signature Francis Kuh Date 4/1/98

Administrator's Signature ________ Date ________

____

(Title)

YOU'LL CHOOSE US FOR LIFE
P.O. Box 1650
Little Rock, Arkansas 72203-1650
(501) 375-7200

USAble Life

Renewal Notification Form

Policyholder: City of Fayetteville

Group #: 2467

Renewal Date: 5/15/98

Date Prepared: 3/30/98

Representative: Francis Kuehn

Description of Classes:	LIFE	AD&D	DEP LIFE	STD
All regular, full-time employees working 40 hour week	1 1/2 X Annual Salary Maximum - $150,000			

	LIFE	AD&D	DEP LIFE	STD
Current Rates	$ .31	$ .07	$	$
Current Volume	$ 18,991,000.00	$ 18,991,000.00		$
Current Premium	$ 5,887.21	$ 1,329.37		$
Your New Rates	$ .31	$ .07	$	$
Your New Premium	$ 5,887.21	$ 1,329.37		$

Your Group Policy contains special provisions which were requested at the date of issue. Please check your policy carefully and if you have questions, please contact your Sales Representative or USAble Life.

Comments: Voluntary Accidental Death and Dismemberment (Vol AD&D) rates will not change.

PLEASE COMPLETE AND SIGN EMPLOYER CERTIFICATION OF ENROLLMENT & ELIGIBILITY ON THE REVERSE SIDE.

YOU'LL CHOOSE US FOR LIFE

P.O. Box 1650
Little Rock, Arkansas 72203-1650
(501) 375-7200

USAble Life is Rated "A" (Excellent) by the A.M. Best Company

USAble Life **LONG TERM DISABILITY RENEWAL**

Policyholder: City of Fayetteville **LTD Policy #:** 2467-100

Renewal Date: 5/1/98 **Date Prepared:** 3/31/98

Representative: Francis Kuehn

Amount of Benefit:	**60% of basic monthly earnings not to exceed $6,000**
Current Rates Per $100 of Covered Payroll:	**.46**
Your New Rates Per $100 of Covered Payroll:	**.46**
Monthly Covered Payroll:	**$1,048,774.00**
Your New Premium:	**$4,824.36**

PLEASE COMPLETE THE FOLLOWING INFORMATION

Percentage of Company Contribution: 100%

Number of Eligible Employees: 455

Remarks: ______

Representatives Signature: Francis Kuehn Date: 4/1/98

Administrators Signature: ______ Date: ______

______
Title

Your Group Policy contains special provisions which were requested at the date of issue. ***Please check your Policy carefully****. If you have questions, please contact your Sales Representative or USAble Life.*

STAFF REVIEW FORM

X Agenda Request
Contract Review
Grant Review

For the City Council Meeting of MAY 5 ~~April 21~~, 1998

From:

Name	Division	Department
Jan Simco	Community Development	Admin Services

ACTION REQUESTED:
Contract award to Sweetser Construction, Inc. for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area.

COST TO THE CITY:

$453,793 Cost of this request	$418,251 Project Budget	Target Area Imprv Category/Project Name
2180.4940.5390.17 Account Number	$70,840 Funds used to date	Capital & Services Program Name
97070 Project Number	$347,771 Remaining Budget	Community Development Fund

BUDGET REVIEW:

Budgeted Item X Budget Adjustment Attached

Ken Gruys for SV
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency:

Marilyn J Cramer 4-8-98
Accounting Manager Date

Yolanda Fields 4-14-98
Internal Auditor Date

4-9-98
City Attorney Date

ADA Coordinator Date

4-13-98 PR
Purchasing Manager Date

STAFF RECOMMENDATION:
Staff requests award of the construction contract to Sweetser Construction, Inc.

Jan Simco 4-6-98
Division Head Date

4/17/98
Admin Svcs Director Date

Department Director Date

Fred Hanna 4/17/98
Mayor Date

4.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Ben Mayes, Administrative Services Director

DATE: April 6, 1998

SUBJECT: Community Development Street Improvements - Construction Contract Award

Project Description

The 1998 Community Development Program includes funding for streets, sidewalks, and storm drainage improvements in the Southeast Target Area. In 1997 the first phase of improvements was completed in the neighborhood east of the old County Courthouse. The second phase includes similar improvements in the neighborhood bounded on the north by Archibald Yell Avenue, on the east by College Avenue, on the south by Sixth Street, and on the west by School Avenue.

Bidding/Budget Considerations

Northwest Engineers completed engineering services and prepared detailed plans and specifications. The engineer also prepared an estimate for construction - that estimate was $528,200.20. Advertisement for construction bids were published on March 16 and 23 and bids were opened on March 30:

Sweetser Construction	$453,793.05
APAC-Arkansas/McClinton-Anchor	$666,841.54
Mobley Construction	$699,833.35

This project is funded jointly by the Community Development and Street Divisions. The Street Division will complete asphalt overlay of the driving surface including any base and sub-base reconstruction that is needed. The budget for Community Development Block Grant funds is:

Original Budget Amount	$418,251
Engineering Services	70,480
Remaining Budget	$347,771

HUD regulations do not allow for contingency set-asides. Therefore, staff is requesting approval of a budget adjustment in the amount of $106,022 to increase the Remaining Budget to the contract amount.

Staff Recommendation

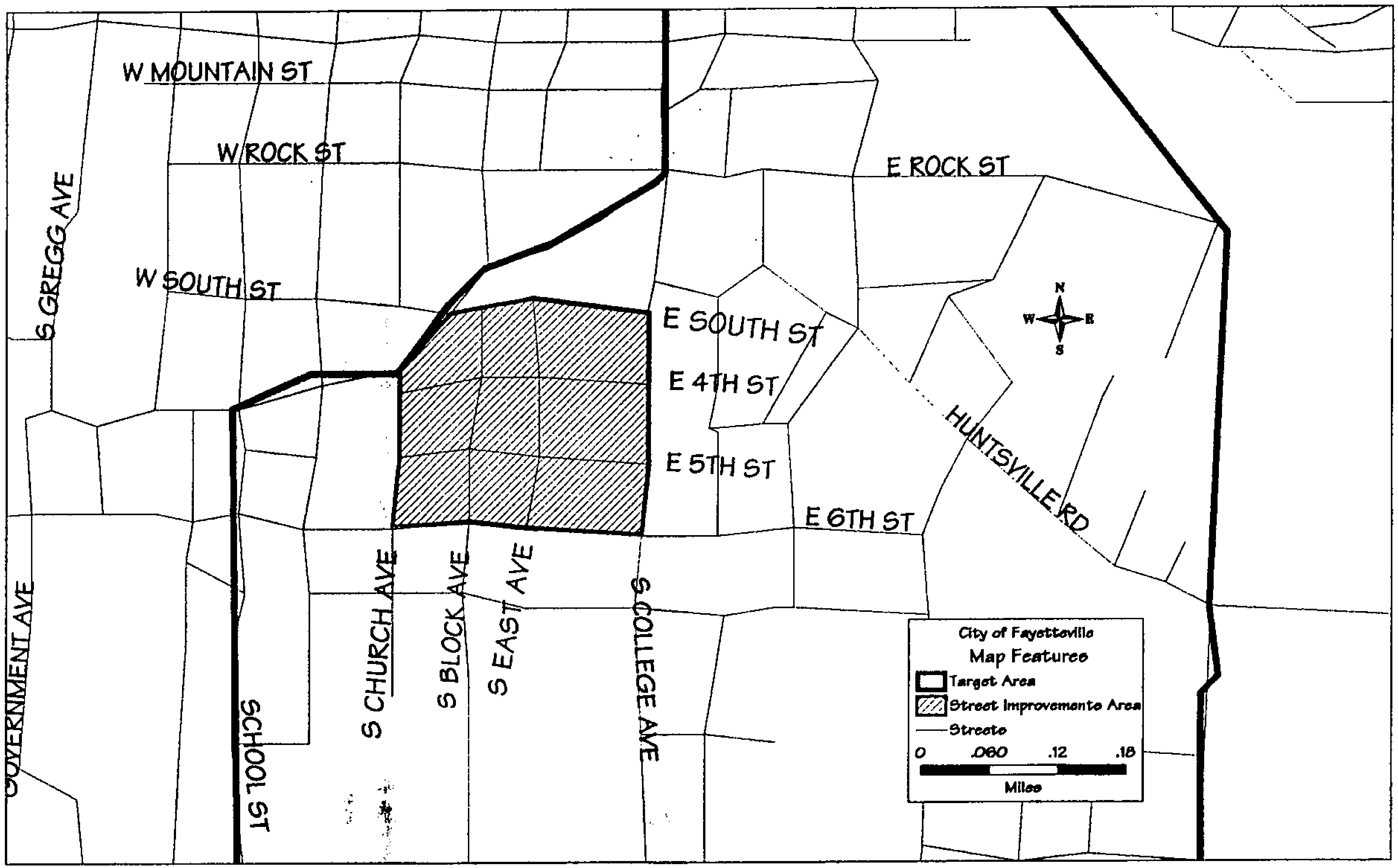
Staff requests contract award to the low bidder, Sweetser Construction, for these reasons:

- ➜ Sweetser has completed similar Community Development projects on time and within budget;
- ➜ Sweetser's employees have been courteous to neighborhood residents and considerate of their needs;
- ➜ Sweetser produces a quality product in a professional and efficient manner.

Please contact me or Jan Simco, Community Development Coordinator, if you have questions or would like additional information.

Attachments: Contract (copy)
Project Area Map

City of Fayetteville, Arkansas
Phase Two Area Street Improvements



CONTRACT

THIS AGREEMENT, made and entered into the _____ day of __________, 1998, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and Jerry D. Sweetser, Inc., of the City of Fayetteville, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for curb & gutter, sidewalk and storm drainage improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 98-25 which shall be the curb & gutter, sidewalk and storm drainage improvements for the Fayetteville Community Development Street Project, Fayetteville, Arkansas; including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being four hundred fifty-three thousand seven hundred ninety-three dollars and five cents dollars ($453,793.05), such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within ninety (90) working days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of one hundred dollars ($100.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed or 2) requiring the surety hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should be surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract at its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

JERRY D. SWEETSER, INC.
Contractor

By______________________________
WILLIAM G. SWEETSER

Sharon J. Sweetser
Seth Napier
Witnesses*

*If corporation, secretary should attest.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:

____
Fred Hanna, Mayor

____
Heather Woodruff, City Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

We.......... Jerry D. Sweetser, Inc. ....

....

as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a coroporation organized and existing under the laws of the State of Maryland and authorized to do business in the State of Arkansas, as Surety, hereinafter called Surety, are held and firmly bound unto.............. City of Fayetteville, Arkansas .... as Obligee, hereinafter called Owner, in the amount of... Four Hundred Fifty-Three Thousand Seven Hundred Ninety-Three Dollars and 05/100 .... Dollars ($ 453,793.05), for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

Principal has by written agreement dated .... entered into a contract with Owner for furnishing all labor and materials for curb, gutter, sidewalk, and storm drainage improvements for Fayetteville Community Development Street Project, Fayetteville, Arkansas

, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said Contract, failing which such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the Owner's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the Owner, unless it is brought in accordance with A.C.A. Section 22-9-403 (b) and A.C.A. Section 18-44-503 (b) (Supp. 1987) as amended. No suit, action or proceeding shall be brought by the Owner after two years from the date on which final payment under the Contract falls due.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forberance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

Executed on this ....day of.................................., 19.....

Jerry D. Sweetser, Inc.
.... Principal

By .... President

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

By Robert M. Davis
Attorney-in-fact

1130897

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY

NO. 106636

USF+G

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint A.P. Eason, Jr. and Robert M. Davis of the City of Fayetteville, State of Arkansas its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 22nd day of January, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

UNITED STATES FIDELITY AND GUARANTY COMPANY INCORPORATED 1896

(Signed) By..

Senior Vice President

(Signed) By..

Assistant Secretary

STATE OF MARYLAND)

SS:

BALTIMORE CITY)

On this 22nd day of January, A.D. 1993, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March, A.D. 19 95.

(Signed) Angela P. Fabian

NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this day of , 19 .

UNITED STATES FIDELITY AND GUARANTY COMPANY INCORPORATED 1896

....

Assistant Secretary

FS 3 (10-92)

CERTIFICATE OF INSURANCE:

CSR SP 04/07/98

PRODUCER
Eason Insurance Agency
2340 Green Acres Road
Suite #10
Fayetteville, AR
72703
PHONE 501-521-2233

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Jerry Sweetser, Inc.
590 W. Poplar
Fayetteville AR
72703

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Bituminous Insurance Co.
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

> COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	2,000,000
A	[X] COMMERCIAL GEN LIABILITY	CLP2306793	10/30/97	10/30/98	PROD-COMP/OP AGG.	2,000,000
	[ ] CLAIMS MADE [X] OCC.				PERS. & ADV. INJURY	1,000,000
	[ ] OWNERS'S & CONTRACTOR'S PROTECTIVE				EACH OCCURRENCE	1,000,000
	[ ]				FIRE DAMAGE (ANY ONE FIRE)	100,000
	[ ]				MED. EXPENSE (ANY ONE PERSON)	5,000
	AUTOMOBILE LIAB				COMB. SINGLE LIMIT	1,000,000
A	[X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	CAP2508583	10/30/97	10/30/98	BODILY INJURY (PER PERSON)	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY				BODILY INJURY (PER ACCIDENT)	
	[ ]				PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	2000000
A	[X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	CUP2520052	10/30/97	10/30/98	AGGREGATE	2000000
					STATUTORY LIMITS	
A	WORKERS' COMP AND EMPLOYERS' LIAB	WC3017427	10/30/97	10/30/98	EACH ACCIDENT	100000
					DISEASE-POL. LIMIT	500000
					DISEASE-EACH EMP.	100000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
FAYETTEVILLE COMMUNITY DEVELOPMENT STREET PROJECT
ADDITIONAL INSURED: NORTHWEST ENGINEERS, 524 W. SYCAMORE, FAYETTEVILLE, AR

> CERTIFICATE HOLDER

The City of Fayetteville,
Arkansas
113 West Mountain
Fayetteville AR
72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert Michael Davis

ACORD 25-S (7/90)

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Administrative Services	Date Requested	Adjustment #
1998	Division:	Community Development	March 31, 1998	
	Program:	Public Facilities / Imps		

Project or Item Requested:

$106,022 in additional funding is requested for the CDBG Street Improvements Capital Project.

Project or Item Deleted:

$106,022 from the Walker Senior Center Project.

Justification of this Increase:

The bids for this particular project came in higher than what was budgeted.

Justification of this Decrease:

The Walker Senior Complex is not expected to be under construction until 1999. Additional funding will be added if needed during the 1999 Budget Process.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Public Improvement Target	106,022	2180	4990	5390	17	97070	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Trans to Council on Aging	106,022	2180	4990	5722	00	96092	1

Approval Signatures

Requested By	Date
Kevin Springer for SD	3-31-98
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 ______

Blue Copy: Budget & Research / Yellow Copy: Requester

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STAFF REVIEW FORM

XX Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF May 5, 1998

FROM:

Ben Mayes	Administrative Services	Administrative Services
Name	Division	Department

ACTION REQUESTED: A resolution authorizing the Mayor and the City Attorney to approve the purchase of property located at 125 W. Mountain St. (formerly the TCA Cable building) for an amount not to exceed $277,000 plus applicable closing costs, and approval of a budget adjustment for the purchase. The property is 17, 312 sq. ft. in area and the building contains 9,763 sq. ft.

COST TO THE CITY:

$277,000	261,244	Building Cost
Cost of this request	Category/Project Budget	Category/Project Name
1010-6600-5804-00	261,244	
Account Number	Funds used to date	Program Name
98081-1	-0-	General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

___ Budgeted Item X Budget Adjustment Attached

[signature] Budget Coordinator

___ Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ___

Marilyn J. Cramer	4-22-98	Yolanda Fields	4-22-98
Accounting Manager	Date	Internal Auditor	Date
[signature]	4-22-98		
City Attorney	Date	ADA Coordinator	Date
[signature]	4-22-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date	**Cross Reference**
Department Director	Date	New Item: Yes No
[signature]	4-22-98	
Administrative Services Director	Date	Prev Ord/Res #: ___
[signature]	4/23/98	
Mayor	Date	Orig. Contract Date: ___

YETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fred Hanna, Mayor

BGM

From: Ben Mayes, Administrative Director; Harold Dahlinger, Facilities Superintendent

Subject: **Purchase Recommendation, Cable Building**

Date: April 22, 1998

It is recommended that the City of Fayetteville investigate the possible purchase of the Cable Building, located at 125 W Mountain St. The present building consists of 9763 total square feet, 4204 square feet of which is office space, with the remainder of 5559 square feet dedicated to warehouse space. The land consists of 17,312 square feet. The total appraised value of this building and land was set at $277,000; with each being singularly valued at $138,500.

Ben Mayes, my staff, and I have inspected this site several times and feel confident that this building could be suitably renovated into office space, to be utilized for city services. At the present time, there are several areas within the City Administration Building that are lacking sufficient space to operate efficiently. These areas include the Business Office, Inspections, Planning, Engineering, and Data Processing. Relocation of one or two of these divisions would solve our over-crowding situation and still leave us room for future growth.

This building, if purchased, would fill our current need for more office space at a reasonable cost. The front office could be utilized "as is," with very little renovation needed. Additionally, the warehouse portion of the building was constructed in phases, by removing the south 2 bay areas there would be space for added parking for city operations. The budget adjustment provides funding to purchase the building, pay the associated closing costs and provide funding to begin renovation work.

Finally, the annual operating costs associated with this request is approximately $20,000 and includes utilities and maintenance.

City of Fayetteville, Arkansas
Budget Adjustment Form

5.03

Budget Year	Department: General Government	Date Requested	Adjustment #
1998	Division: Miscellaneous	April 22, 1998	
	Program: Miscellaneous		

Project or Item Requested:

$307,000 is requested in the Miscellaneous Program's Building Cost Account for the purchase of property located at 125 West Mountain Street.

Project or Item Deleted:

$307,000 from the Use of Fund Balance Account.

Justification of this Increase:

The funding will cover the purchase price of $277,000 plus an additional $30,000 to cover miscellaneous closing and renovation costs.

Justification of this Decrease:

For 1997 there was an additional savings in Unreserved Fund Balance over what was projected in the 1998 Annual Budget.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Building Costs	307,000	1010	6600		5804	00	98081	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	307,000	1010	0001		4999	99		

Approval Signatures

Requested By — Date

[signature] 4-22-98

Budget Coordinator — Date

Department Director — Date

[signature] 4-22-98

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

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Associated Appraisers, Inc.

125 WEST MOUNTAIN
FAYETTEVILLE, ARKANSAS

Prepared By:

ASSOCIATED APPRAISERS, INC.

555 E.J. Ball Plaza
Fayetteville, Arkansas 72701
(501) 521-2717

Associated Appraisers, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

April 15, 1998

Mr. Ed Connell, City Land Agent
City of Fayetteville
City Administration Building
Fayetteville, AR 72701

Re: 125 West Mountain
Fayetteville, AR 72701

Dear Mr. Connell:

Pursuant to your request, an appraisal of the above has been completed and I submit my estimate of value.

I am enclosing a report which describes in detail my method of approach and contains data gathered during my investigation. In my opinion, the estimated market value as defined herein, of the subject property as of March 20, 1998 was as follows:

TWO HUNDRED SEVENTY SEVEN THOUSAND DOLLARS

The foregoing opinion of value is subject to the assumptions, limitations, and comments appearing in the report following this certification of value, which report is made a part hereof, and more fully develops in detail the factual evidence and reasoning supporting the conclusions found.

No responsibility has been assumed for matters which are legal in nature, nor has any opinion on title been rendered. This appraisal is made assuming a marketable title. Liens and encumbrances, if any, have been disregarded and the property appraised as though free of indebtedness.

Associated Appraisers, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

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Associated Appraisers, Inc.

Page Two

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for an expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Employment in and compensation for making this report are in no way contingent upon the value reported, and I certify that I have no interests, either present or contemplated, in the subject property.

Respectfully submitted,

ASSOCIATED APPRAISERS, INC.

Keith L. Schultz, C.R.A.
Arkansas State Certified General Appraiser #CG0271

kls

Associated Appraisers, Inc.

SUMMARY OF IMPORTANT FACTS

Legal Description:	Pt. Lots 7,9,10 Block 31
Size: Land -	17,312 sq. ft.
Improvements -	
Office Area -	4,204 sq. ft.
Ground level -	5,559 sq. ft.
Owner of Property:	McRoy Inc.
Appraisal Requested By:	The City of Fayetteville Fayetteville, Arkansas
Date of Appraisal:	March 20, 1998
Estimate of Market Value:	"As Is"
Estimate of Marketing Period:	6 mths to 2 yrs
Estimated Effective Age:	35 years
Personal Property Included:	No
Estimate of Market Value:	**$277,000.00**

This appraisal is a complete, self-contained appraisal report as required and defined by the Uniform Standards of Professional Appraisal Practice (USPAP).

CERTIFICATION

I certify that, to the best of my knowledge and belief . . .

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

- my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code or Professional Ethics and the Standards of Professional Practice of the American Institute of Real Estate Appraisers.

- the use of this report is subject to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.

- I have made a personal inspection of the property that is the subject of this report.

- no one provided significant professional assistance to the person(s) signing this report.

- unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for an expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

- this appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USAP") adopted by the Appraisal Standards Board of The Appraisal Foundation, except that the Departure Provision of the USPAP does not apply.

- our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

- this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Keith L. Schultz, C.R.A.
State General Certified Appraiser # CGO-271

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- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

Associated Appraisers, Inc.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as of the date of this report. The function of the appraisal is to provide assistance in a purchasing decision.

PROPERTY RIGHTS APPRAISED

SUBJECT PROPERTY WAS APPRAISED AS A FEE SIMPLE ESTATE INCLUDING ALL RIGHTS, TANGIBLE AND INTANGIBLE.

INTANGIBLE RIGHTS:	are those amenities that accrue through ownership of property.
A FEE SIMPLE ESTATE:	is defined as a freehold estate of inheritance descending to all the heirs of the owner.
A FEE SIMPLE ESTATE:	is the highest known in law and is absolute as ownership can be subject, of course, to the power of the government permitted by law. It has, in respect to real property, three elements . . . the right of enjoyment . . . the right of possession and . . . the right of disposition.

Associated Appraisers, Inc.

HISTORY OF OWNERSHIP

~~In accordance with the new standards of professional practice of the American Institute of Real Estate Appraisers the appraiser is to provide the lender with a three (3) year history of ownership of the subject property. The history of ownership is also a requirement under new Federal Banking Regulations. The reader should recognize however, that in some cases substantial changes in the market for a particular parcel of property may occur in a short period of time just as an intervening owner may have improved the property since acquisition or on the other hand allowed the improvements to deteriorate significantly.~~

~~The subject property has been owned by the present owner for more than the past three (3) years.~~

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The subject property has been owned by the present owner for more than the past three (3) years.

FEASIBILITY ANALYSIS

The reader should note that this office has not been requested to perform a feasibility analysis for the current owner of the subject property. Opinions expressed concerning the highest and best use of the subject property are based on consultations with various planning agencies and the appraisers personal knowledge of the residential growth characteristics of the neighborhood.

DEFINITION OF MARKET VALUE

~~**Market Value**[1] - The most probable price in terms of money 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 cash or its equivalent.~~
5. ~~financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.~~
6. the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction.

---

1. Real Estate Appraisal Terminology, page 137

Associated Appraisers, Inc.

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---

1. Real Estate Appraisal Terminology, page 137

AREA DATA

Fayetteville, Arkansas is the county seat of Washington County, Arkansas and is best known as the home of the University of Arkansas. The city has experienced steady and continual growth since the mid nineteen-forties and has a current population of approximately 42,000. In addition, enrollment at the University of Arkansas campus is approximately 14,900.

Fayetteville is considered to be the retail trade and financial center of Northwest Arkansas, which encompasses the two- county area of Washington and Benton Counties. The larger cities within the two county area are Springdale, Rogers, and Bentonville which all lie north of Fayetteville. The remainder of the area is comprised of smaller communities and towns lying to the east, south, and west of Fayetteville.

The entire region is connected by U.S. Highway 71 with Interstate 40 to the south in Arkansas, and Interstate 44 to the north in Missouri. Oklahoma is reached by Arkansas State Highway 68 West from Springdale, connecting with Oklahoma State Highway 33 at Siloam Springs to Tulsa.

AREA DATA
Continued

Approximately forty-five industries consisting of poultry processing plants, producers of sporting equipment, clothing, business forms, pipe fittings, electrical equipment, forged tools, pianos, etc., reside in this area. These small manufacturing and processing enterprises, together with the University of Arkansas, provide ample employment opportunities. In addition, Northwest Arkansas is considered to be one of the leading poultry growing centers in the nation. The current civilian work force in the two county area is 77,650 while unemployment is at 2.9%.

At the present time, the national economy is experiencing a upturn. The local economy appears to have bounced back from a mild recession that had its strongest effects felt in the housing industry and retail automobile sales. Interest on bank loans have begun to decrease again.

In conclusion, due to its strong economic base and broad recreational and educational opportunities, Fayetteville, as the rest of Northwest Arkansas, should continue to experience growth and prosperity in the coming years.

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Continued

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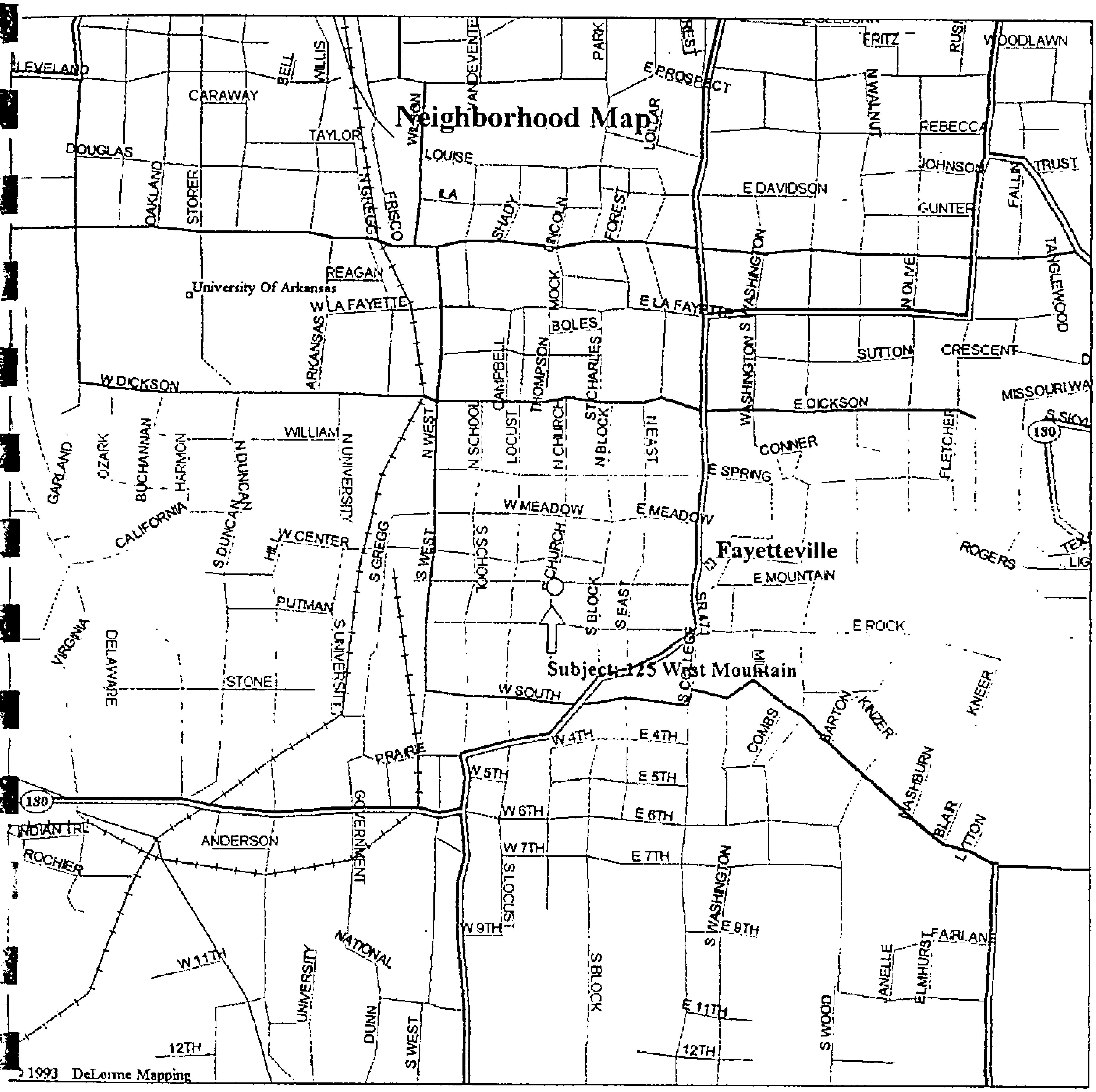

EGEND

- State Route
- Geo Feature
- Large City
- Population Center
- Street, Road
- Major Street/Road
- State Route
- US Highway
- Railroad
- River

Scale 1:15,625 (at center)

1000 Feet

500 Meters

Mag 15.00

Thu Apr 16 15:35:18 1998

Associated Appraisers, Inc.

NEIGHBORHOOD DATA

For appraisal purposes a neighborhood is considered to be a portion of a larger community, or an entire community, in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well-defined natural or man-made barriers or they may be more or less well-defined by a distinct change in land use or in the character of the inhabitants.

The subject property lies at the northeast corner of Church and West Mountain Streets in the downtown central square business district of the City of Fayetteville, Washington County, Arkansas.

In this case, the neighborhood could best be described as the downtown Fayetteville square. This area, although originally considered to be the center of retail trade for the city as well as the surrounding area, deteriorated during the late 1960's and the construction of the Northwest Arkansas Plaza, an enclosed shopping mall located approximately five miles to the north, almost spelled the end for the downtown square.

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NEIGHBORHOOD DATA
Continued

During the early 1970's, Urban Renewal Project R-105 was begun with a large number of older properties acquired by the agency and then resold to local developers. The result of the project was a revitalization of the area and the construction of the first high rise office buildings in Northwest Arkansas.

Since the completion of the project, a number of new buildings have been constructed including the McIlroy Bank and attached One McIlroy Plaza, a seven story office building for First Federal Savings and Loan, a seven million dollar building for First National Bank, the Southside office and retail complex, the renovation of the city office building, and a number of similar projects.

The future of the downtown square has been assured and new construction and renovation continues.

Research into real estate transactions in the neighborhood indicated that real property values are increasing at a rate that is equal to the norm for the city as a whole.

DESCRIPTION OF SUBJECT PROPERTY

Site Data

The site, in this case, consists of a rectangular shaped parcel of improved property located at the northeast corner of the intersection of North Church and West Mountain Streets, one block west of the southwest corner of the downtown central square business district of the City of Fayetteville, Washington County, Arkansas. The site has approximately ninety nine (99) feet of frontage on the south side of Mountain Street and a depth running south along the east side of Church Street of approximately one hundred seventy five (174.875) feet. In all, the site contains approximately **17,312 square feet.**

The site is on grade with both street systems. Church Street slopes downward to the south and the site follows this slope. Drainage appears to be adequate, although it has been the appraiser's experience that a number of the older buildings located in proximity to the subject site have experienced water problems. **The site is not located in a HUD identified flood zone.** Soil tests have neither been conducted by nor provided to this office and no opinion is expressed regarding the suitability of the soil for intensive development.

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DESCRIPTION OF SUBJECT PROPERTY
Continued

Site Data

An inspection of improvements to parcels in proximity to the subject site revealed no adverse conditions. An inspection of the site revealed no apparent adverse easements or encroachments.

The city plat map shows an alley at the rear of the site and it would appear from my inspection of the site and the general neighborhood that the alley is in use. Access to the site is available from both Mountain and Church Streets. The east-west alley provides access to a municipal parking lot located to the east of South Block Street.

Parking is also available in a municipal parking lot located directly north of and across Mountain Street from the subject. It should be noted that the parking lot to the east is owned by the Off street Parking Improvement District Number One of the City of Fayetteville. The parking improvements and land acquisition are funded by a tax assessment and the owner of the subject property is required to pay the assessment until the project is paid for.

DESCRIPTION OF SUBJECT PROPERTY

Continued

Surrounding land uses consist of older one and two story retail structures of similar design, construction, and age as well as the Fayetteville Administration Building, the Fayetteville Police Department and the Fayetteville Municipal Court.

The site is improved with a one (1) story brick and masonry office building with an attached garage containing five bays. The improvements will be described in the following section of this report.

In conclusion, the site is well located in the downtown central square, the financial and business district of the city, is surrounded by retail and financial land uses, has adequate paved parking available to the east and north of the site, and is of adequate size for its present use.

DESCRIPTION OF SUBJECT PROPERTY

Continued

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DESCRIPTION OF SUBJECT PROPERTY

Improvement Data

Improvements to the site consist of a one story brick and masonry building approximately thirty five years of age designed and constructed for use as an office building and containing approximately **4,204 square feet.** Additional improvements consist of an attached service garage that is somewhat older than the office building and has a mixture of building materials such as concrete block, brick, and structural clay tile. This building contains approximately **5,559 square feet in area.** Our inspection of the buildings indicated that they were in only fair condition and both buildings showed evidence of water damage from roof and wall leaks. We also noted that the owners had removed the HVAC system from the garage portion.

UTILITY INFORMATION

All municipal utilities are available at the subject site. The services available are adequate for future expansion. Electric power is provided by SWEPCO, natural gas is provided by Arkansas Western Gas Company, and telephone service is provided by Southwestern Bell Telephone Company.

Associated Appraisers, Inc.

UTILITY INFORMATION

All municipal utilities are available at the subject site. The services available are adequate for future expansion. Electric power is provided by SWEPCO, natural gas is provided by Arkansas Western Gas Company, and telephone service is provided by Southwestern Bell Telephone Company.

TAX INFORMATION

The subject property is currently "appraised" by the Washington County assessor's office as follows:

Land: $ 40,000.00
Improvements: $190,250.00

Washington County real property, as the rest of the state, is assessed at twenty (20) per cent of market value. The current assessment indicates an annual tax liability of approximately **$2,371.00.**

It has been our experience that real property assessments, ordinarily bare no relationship to fair market value.

The reader should also note that the county has not yet reassessed the property following the final phase of the renovation and remodeling project.

ZONING INFORMATION
C-4

PURPOSES

The downtown district is designed to accomodate the commercial, office, governmental and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses.

USES PERMITTED

Unit 1,	city wide uses by right.
Unit 4,	cultural and recreational facilities.
Unit 5,	government facilities.
Unit 12,	offices, studios, and related services.
Unit 13,	eating places.
Unit 14,	hotel, motel and amusement facilities.
Unit 15,	neighborhood shopping goods.
Unit 16,	shopping goods.
Unit 19,	commercial recreation.
Unit 25,	professional offices.

USES PERMITTED ON APPEAL TO THE PLANNING COMMISSION

Unit 2,	city wide uses by conditional use permit.
Unit 3,	public protection and utility facilities.
Unit 10,	multifamily dwelling - high density.
Unit 17,	trades and services.
Unit 18,	gas service stations and drive-in restaurants.
Unit 28,	center for collecting recyclable materials. (Ord. No. 2351, 4, 6-21-77)

Associated Appraisers, Inc.

ZONING INFORMATION
C-4

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Associated Appraisers, Inc.

ZONING INFORMATION
C-4

BULK AND AREA REGULATIONS

Setback lines shall meet the following minimum requirements:

From street row	5 feet
From street row if a side-walk is in existence or to be provided	None
From side property line	None
From side property line when contiguous to a residential district	10 feet
From back property line without easement or alley	None
From centerline of an easement or alley	8 feet

OFF STREET PARKING

Not withstanding any other provisions in this ordinance, off-street parking requirements stated in the use units provisions of Article 6 may be waived in whole or in part on appeal to the Planning Commission for any property in the C-4 District, upon the following standards and conditions.

ZONING INFORMATION
C-4

For each required parking space waived, the property owner or developer may:

1. Dedicate to the city an equivalent amount of property elsewhere in the C-4 district or within one thousand (1,000) feet of the property to be developed; provided, however, that the Planning Commission finds that the proposed dedication is suitable for off-street parking for the general public, or
2. Provide off-street parking facilities within one thousand (1,000) feet, measured by the shortest walking distance from property line to property line. (Ord. No. 2362, 1, 8-2-77). (Ord. No. 2148, 1, 10-7-75).

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HIGHEST AND BEST USE

Highest and best use is the basis for the valuation of the subject property. The highest and best use of the land provides the basis for valuation of the site alone while the highest and best use of the property as improved indicates the applicable data for both the sales comparison approach and the income approach.

> **Highest and Best Use** - The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

The definition reflects the procedure that must be followed for highest and best use analysis. The appraiser first determines those uses which would be physically possible. Those physically possible uses are then analyzed to determine which are permissible legally by zoning and deed restrictions. The physically possible and legally permissible uses are then further analyzed to determine if the use will provide an adequate return to the owner of the site. Finally, the financially feasible uses are analyzed to determine the use which will result in the highest value.

The highest and best use of the land as if vacant is determined first for two reasons. First, the determination will be utilized to form the basis for the land valuation in the cost approach. Second, the determination will help indicate whether the improved property is being put to its highest and best use. If the improved property is not being put to its highest and best use, an analysis is made to determine whether the improvements should be removed, renovated, or left alone.

Highest and Best Use of Land As If Vacant

There are five (5) major categories of possible uses for land in its vacant state. These uses are as follows:

1. Agricultural
2. Residential
3. Industrial
4. Commercial
5. Special purpose (schools, parks, churches, etc.)

Physically Possible

The site is of inadequate size for all uses other than residential and commercial.

Legally Permissible

The subject property is currently zoned C-4 by the City of Fayetteville, Arkansas. Improvements to the site are in compliance with the zoning regulations.

Financially Feasible

Development of the property for commercial uses is probably financially feasible given the location of the property and the commercial property located nearby.

HIGHEST AND BEST USE
Continued

indicate whether the improved property is being put to its highest and best use. If the improved property is not being put to its highest and best use, an analysis is made to determine whether the improvements should be removed, renovated, or left alone.

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Financially Feasible

Development of the property for commercial uses is probably financially feasible given the location of the property and the commercial property located nearby.

HIGHEST AND BEST USE
Continued

Highest and Best Use

In the opinion of the appraiser, the highest and best use of the property if unimproved is for commercial development consistent with the needs of the neighborhood.

Highest and Best Use of Subject Property As Improved

In the opinion of the appraiser, the improvements to the site are consistent with the highest and best use of the property as if unimproved. The warehouse portions of the property are considered to have limited value in the market.

METHOD OF APPRAISAL

Standard real estate appraisal technique calls for the use of the three accepted methods or approaches to value. These three widely known methods include the sales comparison approach, cost approach, and income approach. They may be defined as follows:

> **Sales Comparison Approach**[1] - Approach through which an appraiser derives a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables.

> **Cost Approach**[2] - Approach through which an appraiser derives a value indication of the fee simple interest in a property by estimating the current cost to construct a reproduction or replacement for the existing structure, deducting for all evidence of accrued depreciation from the cost new of the reproduction or replacement structure, and adding the estimated land value plus an entrepreneurial profit. Adjustments may be made to the indicated fee simple value of the subject property to reflect the value indication of the property interest being appraised.

The word <u>depreciation</u> is also sometimes used as a catch all phrase for the various components of depreciation. The components may be defined as follows:

---

1. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 268.

2. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 72.

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METHOD OF APPRAISAL
Continued

Accrued Depreciation[1] - 1. The difference between an improvement's reproduction or replacement cost and its market value as of the date of the appraisal. 2. In accounting, the amount reserved each year or accumulated to date in the accounting system for replacement of a building or other asset.

Income Capitalization Approach[2] - Approach through which an appraiser derives a value indication for income-producing property by converting anticipated benefits, i.e. cash flows and reversions, into property value. This conversion can be accomplished in two ways: One year's income expectancy or an annual average of several years' income expectancies may be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; secondly, the annual cash flows may be discounted for the holding period and the reversion at a specified yield rate.

The Market Data Approach to value was used to estimate the value of the land and improvements.

The Reproduction Cost Less Depreciation Approach to value was utilized to estimate the value of the improvements. The Income Approach to value was not utilized due to the lack of reliable economic rental data.

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1. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 4.

2. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 156.

UNIMPROVED SALES COMPARISON APPROACH

Associated Appraisers, Inc.

Sale # 1 (04588005-880308)

Seller: William A. Lazenby to McIlroy Bank & Trust
Location: Pt Lot 12, Block 16, Fayetteville Original
Also N/2 Vacated Alley on North Side of Lot 12
Block Street, Fayetteville, AR
Sale Date: 3/8/88
Size: Approximately 40x108
Sale Price: $43,000.00 or $9.95 per sq.ft.
Improvements: Parking lot

Book & Page: 1262-086
Remarks:

Sale # 2 (04589005-890412)

Seller: Southside Limited Partnership to Bekka Development Co.
Location: Lots 2,3, & E 14' of 4, Block 30, Fayetteville
Original Town
Sale Date: 4/12/89
Size: 74 x 155 (11,470 square feet)
Sale Price: $110,000.00 ($9.59 per sq.ft.)
Improvements: None

Book & Page: 1314-663
Remarks: Mortgage to FNB of Fayetteville: $100,000.00 payable in 11 monthly payments of $1,200.00 including interest with a final balloon payment due on April 17, 1990

Sale # 3 (04593003-931008)

Seller: Stephen L. Morrill, a single person and Julie Koehring a single person to Shelby E. Rogers, a single person
Location: Pt Lot 7 and Lot 2, Block 11, Fayetteville Orig
Town Plat
(Frontage on Meadow, west of Church)
Sale Date: 10/8/93
Size: 11,006 sq. ft.
Sale Price: $88,000.00
Improvements: None of contributory value

Book & Page: 93-58462
Remarks: Acquired for use as a parking lot.

SALES COMPARISON APPROACH

Unimproved Sales

Introduction

> **Sales Comparison Approach** - A set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables.

The sales comparison approach usually provides a good indication of value when sufficient data of good quality is available. The approach utilizes data gathered on sales of comparable properties. The sales are then analyzed to determine the nature and conditions of the sale. From this analysis, adjustments are derived for differences between the comparable sales and the subject property in regards to legal, physical, locational, and economic characteristics.

Sale #1 is an early 1988 sale of a smaller parcel of property that was paved for use as a parking lot. The sale property is located on the east side of North Block Street just north of Center Street and lying at the rear of the former First National Bank facility, and northeast of the subject property. The sale property had been leased by the purchasers as parking for the bank staff and was purchased when the lease agreement expired. The sale property is considered inferior to the subject in terms of location and

Associated Appraisers, Inc.
SALES COMPARISON APPROACH

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ANALYSIS OF COMPARABLE SALES

Continued

utility of use due to the lack of access to two street systems. The sale indicated an unadjusted value to the subject of approximately **$9.95 per square foot of site area.** The sale could be treated as assemblage, although in fact, it is our understanding that the purchasers noted that the old bank building had just been leased to a large stock brokerage company who were in the process of remodeling the property. The stock brokerage was interested in acquiring the property for parking facilities.

Sale #2 is a mid 1989 sale of a smaller parcel of unimproved property located on the south side of the downtown central square and is considered to have a superior location as compared to the subject but was considered to be inferior to the subject in terms in terms of utility of use due to its topography and similar frontage to depth ratio. The sale property was acquired by an adjacent land owner for use as a parking lot for a building which he remodeled from retail use to an office building. The sale indicated an unadjusted value to the subject site of approximately **$9.59 per square foot of site area.**

Sale # 3 is a late 1993 sale of again a smaller parcel of unimproved property located on the north side of Meadow Street, approximately two blocks north of the subject property.

ANALYSIS OF COMPARABLE SALES
Continued

The sale property was acquired for use as a parking lot and has been developed as such. The sale property was rolling and was therefore considered to be inferior to the subject in terms of location as well as terrain and topography. The sale indicated an unadjusted value to the subject of approximately **$8.00 per square foot.**

In the final analysis, it is our conclusion that Sales #1 and #2 were influenced by the fact that the adjacent owner required additional parking facilities and that the properties might have sold for more than what could be considered to be market value. The subject does have municipal parking facilities in near proximity, and has access from both city streets and an alley.

Based on the above analysis and taking into consideration the various characteristics of the subject property, as well as a knowledge of the national and local economy and the resulting influence on real property values in the area, it is my opinion that the estimated **market value** of the subject site is as follows:

<u>Site</u>

17,312 square feet @ $8.00 per square foot	=	$138,496.00
Say		**$138,500.00**

Associated Appraisers, Inc.

ANALYSIS OF COMPARABLE SALES
Continued

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IMPROVED SALES
COMPARISON APPROACH

Associated Appraisers, Inc.

Sale # 1 (02993341-930128)

Seller: Murray Harris, William Mills, David McAlister to
Max Leichner d/b/a Home Mutual Fire Insurance Co.
Location: Lot 13, Block 1, Colt Square Subdivision
Fayetteville, Arkansas
Sale Date: 1/28/93
Size: 108,700 sq. ft.
Sale Price: $275,000.00
Improvements: One story brick veneer building, 4,072 sq. ft. designed and constructed for use as a medical clinic, 14 yrs of age, good condition.
Book & Page: 93-05541
Remarks: Building had been vacant as owners relocated to North Hills Medical Park

~~Sale # 2 (04593344-930514)~~

~~Seller: The Doctor's Building, Inc. to Spring Street Centre Inc~~
~~Location: Lots 3 and 4 and part Lots 1 and 2 and part Lot 6 Block 11, Fayetteville Original~~
~~241 West Spring Street, Fayetteville, Arkansas~~
~~Sale Date: 5/14/93~~
~~Size: 28,215 sq. ft.~~
~~Sale Price: $300,000.00~~
~~Improvements: Older brick and masonry medical clinic, CHA, 6 RR' 9 lavs, built up roof, vinyl and carpet, 8,356 sq. ft. below average condition. 19,518 sq.ft. asphalt parking.~~
~~Book & Page: 93-26127~~
~~Remarks: Acquired for use as rental office space and remodeled and renovated by the purchasers.~~

Sale # 3 (04596344-960116)

Seller: Dallas G. & Diane Wright to Floyd & Shirley Hoke
Location: 28 South College, Fayetteville, Arkansas
(Lots 1-4 County Court Plat)
Sale Date: 1/16/96
Size: .368 acres
Sale Price: $340,000.00
Improvements: Two story older native stone office building 5,380 sq. ft. each floor CHA, fair quality floor covering. This is the former American Legion Bld
Book & Page: 96-3308
Remarks: Property was purchased by the seller 10/14/94 for $148,000.00 by deed 94-63001

Associated Appraisers, Inc.

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Book & Page: 96-3308
Remarks: Property was purchased by the seller 10/14/94 for $148,000.00 by deed 94-63001

Sale # 4 (04595406-950829)

Seller: Sarah Agee et al to Richard Shewmaker
Location: 245 North Gregg, Fayetteville, Arkansas
Pt S/2 NW 16-16-30
Sale Date: 8/29/95
Size: 64.5 x 179 +48x 53
Sale Price: $220,000.00
Improvements: Very old masonry warehouse 11,360 sq. ft. in poor condition
Book & Page: 95-45063
Remarks: Acquired by an adjacent landowner

Sale # 5 (03797325-970929)

Seller: Entertainment Innovators to Donald & Linda Dingledine
Location: Pt Lot 1, Block A, Maplewood Addition
(North College Avenue)
Sale Date: 9/29/97
Size: 127.13 x 292
Sale Price: $300,000.00
Improvements: CBC service garage 25 yrs of age, 9,268 sq. ft. average condition, formerly utilized as the Washington County EMS facility. Acquired for use as a new service garage.
Book & Page: 97-66520
Remarks:

ANALYSIS OF COMPARABLE SALES

Sales Comparison Approach[1] - Approach through which an appraiser derives a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables.

Improved Sales

The appraiser has attempted to locate sales of improved property similar to the subject in terms of location, size, terrain, topography, access, utility of use, and with a date of sale as recent in time to the date of the appraisal so as to reflect current market conditions. Research indicated that there had been no recent sales of an older office building with attached service garage. It was therefore necessary to utilize sales of both older office buildings as well as sales of service garage/warehouse facilities in order

Sale #1 is an early 1993 sale of a smaller, 4,072 square foot brick veneer office building located in the Colt Square subdivision and designed for use as a radiological clinic and being approximately fourteen years of age at the time of sale.

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1. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 268.

Associated Appraisers, Inc.

ANALYSIS OF COMPARABLE SALES

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1. The Dictionary of Real Estate Appraisal, Second Edition, AIREA, page 268.

THE SALES COMPARISON APPROACH

Continued

At the time of sale the improvements had been vacant for several months as the owners relocated to the North Hills Medical Park. The sale property was considered to be superior to the subject office building in terms of design, appeal and utility of use. Condition was judged to be far superior to the subject office building. The property was acquired by an adjacent landowner for speculative purposes. Based on sales in the immediate neighborhood, the site was valued at $100,000.00 thus indicating a value to the improvements of approximately **$43.00 per square foot of building area.**

Sale #2 is a mid 1993 sale of a brick veneer medical clinic located on Spring Street, approximately three blocks northwest of the subject property. The sale improvements were considered to be similar to the subject buildings in terms of location and had far superior parking facilities as well as access. At the time of sale the improvements were approximately twenty five years of age and were considered to be in average condition for their age. The improvements were considered to be superior to the subject office building in terms of condition, design and appeal, and utility of use. The property was acquired for use as office space and was renovated and remodeled by the purchasers.

Continued

Location was considered to be inferior due to the residential nature of the neighborhood and the lack of vehicular traffic visibility. Based on sales in the neighborhood, the site was valued at $45,000.00 thus indicating a value to the improvements of approximately **$30.00 per square foot of building area.**

Sale #3 is an early 1996 sale of a native stone and masonry building located on the east side of South College, three blocks east of the subject property. At the time of sale the improvements were being utilized for office space with an open area on the lower level. The improvements were considered to have a similar location as compared to the subject and were considered to be similar to the subject office building in terms of quality, condition, and utility of use. The site was valued at $48,000.00 thus indicating a value to the improvements of approximately **$27.00 per square foot and an overall value of approximately $31 per square foot.**

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THE SALES COMPARISON APPROACH

Continued

Sale #4 is a mid 1995 sale of a larger masonry warehouse located just south of West Dickson Street, approximately five blocks northwest of the subject property. At the time of sale the facility was vacant and considered to be in similar condition as compared to the subject service garage. Based on sales in the neighborhood at the time of sale, the site was valued at $115,000.00 thus indicating a value to the improvements of approximately **$9.25 per square foot.**

Sale #5 is a more recent late 1997 sale of a larger, concrete block and masonry service garage located on the east side of North College, approximately 3/4 mile northeast of the subject property. The building was vacant at the time of sale but had been occupied by the local ambulance service. Condition was judged to be far superior to the subject improvements as was condition and utility of use. The property was acquired for use as an automobile repair facility and is currently being utilized as such. Based on sales in the neighborhood at the time of sale, the site was valued at $$185,500.00 thus indicating a value to the improvements of approximately **$12.35 per square foot.**

Associated Appraisers, Inc.

THE SALES COMPARISON APPROACH

Continued

Based on the above analysis and taking into consideration the various characteristics of the subject property, as well as a knowledge of the national and local economy and the resulting influence on real property values in the area, it is my opinion that the estimated **market value** of the subject improvements is as follows:

Improvements

Office Building: 4,204 square feet @ $25.00 per square foot =	$105,100.00
Service Garage 5,559 square feet @ $6.00 per square foot =	$ 33,354.00
Total	$138,454.00
Say	**$138,500.00**

THE SALES COMPARISON APPROACH

Continued

Based on the above analysis and taking into consideration the various characteristics of the subject property, as well as a knowledge of the national and local economy and the resulting influence on real property values in the area, it is my opinion that the estimated **market value** of the subject improvements is as follows:

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THE COST APPROACH

COST APPROACH

Cost Approach - Approach through which an appraiser derives a value indication of the fee simple interest in a property by estimating the current cost to construct a reproduction of or replacement for the existing structure, deducting for all evidence of accrued deprecation from the cost new of the reproduction or replacement structure, and adding the estimated land value plus an entrepreneurial profit. Adjustments may be made to the indicated fee simple value of the subject property to reflect the value indication of the property interestbeing appraised.

The premise of this approach to value is the principle of substitution. The principle states (as it applies here) that a prudent and well informed purchaser would not pay more for a property than the cost to reproduce or replace it, assuming that reproduction or replacement can occur without costly delay. The present value of the subject site is estimated as if it were vacant and available to be put to its highest and best use. The present value of the improvements is then added to produce the indicated value by the cost approach.

Replacement Cost

In this case, the present value of the improvements is based on the current cost of replacing the improvements less any accrued depreciation.

COST APPROACH

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Associated Appraisers, Inc.

COST APPROACH
Continued

Replacement Cost - The estimated cost to construct, at current prices, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout.

Accrued Depreciation - The difference between an improvement's reproduction or replacement cost and its market value as of the date of the appraisal.

The replacement cost derived in this report is based upon the calculator cost method utilizing costs provided by Marshall & Swift Publication Company. This method provides average square foot costs for typical buildings. Refinements to the average costs are performed to reflect differences between the "typical" building and the subject building. The segregated cost method in this instance utilizes an interface between the appraisers' computer system and a national computerized costing service (Marshall & Swift Valuation Service). This technique eliminates arithmetic errors and provides the appraiser with an indicated cost system for the local area.

Estimate of Value by Cost Approach

The following pages are print outs of the cost data provided by Marshall & Swift. Depreciation factors were based on the effective age - economic life method for both the structural and interior decoration components.

Associated Appraisers, Inc.

THE COST APPROACH
Continued

COST ESTIMATE FOR: The City of Fayetteville
PROPERTY OWNER: McCoy Inc.
ADDRESS: 125 West Mountain, Fayetteville, Arkansas
SURVEYED BY: Keith L. Schultz, CGO # 271
DATE OF SURVEY: 3/20/98

OCCUPANCY: OFFICE BUILDING

CLASS: C Masonry
EFFECTIVE AGE: 25 YEARS
NUMBER OF STORIES: 1.0
FLOOR AREA: 4,204 Sq. Ft.

COST RANK: 1.5 Low/Average
CONDITION: 2.0 Badly worn
AVERAGE STORY HEIGHT: 12.0
COST AS OF: 4/98

COMPONENT	UNITS	COST	REPLACEMENT NEW	COST DEPR
EXCAVATION & SITE PREPARATION:				
Excavation....................	4,204	0.16	673	505
FOUNDATION:				
Concrete, Bearing walls......	4,204	1.29	5,423	4,067
FLOOR STRUCTURE:				
Concrete on Ground...........	4,204	2.09	8,786	6,589
FLOOR COVER:				
Carpet and Pad...............	4,204	1.73	7,273	5,455
CEILING:				
Acoustical, Mineral Fiber....	4,204	0.93	3,910	2,932
Suspended Ceiling............	4,204	0.77	3,237	2,428
Ceiling Insulation...........	4,204	0.38	1,598	1,198
SUBTOTAL.....................			8,745	6,558
INTERIOR CONSTRUCTION:				
Interior Construction, Framed.	4,204	10.69	44,941	33,706
PLUMBING:				
Plumbing Fixtures............	5	1,160	5,800	4,350
HEATING AND COOLING:				
Warm and Cooled Air..........	4,204	5.02	21,104	15,828
ELECTRICAL:				
Electrical...................	4,204	3.55	14,924	11,193
EXTERIOR WALL:				
Brick,Block Back-Up..........	2,667	14.29	38,111	28,583
STORE FRONT:				
Store Front..................	486	23.39	11,368	8,526
ROOF STRUCTURE:				
Steel Joists, Steel Deck......	4,204	3.76	15,807	11,855
ROOF COVER:				
Built-Up Composition.........	4,204	0.99	4,162	3,121
REPLACEMENT COST NEW..........	4,204	44.51	187,117	
LESS PHYSICAL DETERIORATION....	<25.0%>		<46,781>	
DEPRECIATED COST..............				140,336

Cost Data by MARSHALL & SWIFT

Associated Appraisers, Inc.

THE COST APPROACH
Continued

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PROPERTY OWNER: McCoy Inc.
ADDRESS: 125 West Mountain, Fayetteville, Arkansas
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ROOF COVER:				
Built-Up Composition..........	4,204	0.99	4,162	3,121
REPLACEMENT COST NEW...........	4,204	44.51	187,117	
LESS PHYSICAL DETERIORATION....	<25.0%>		<46,781>	
DEPRECIATED COST...............				140,336

Cost Data by MARSHALL & SWIFT

Associated Appraisers, Inc.

THE COST APPROACH

Continued

COST ESTIMATE FOR: The City of Fayetteville
PROPERTY OWNER: McCoy Inc.
ADDRESS: 125 West Mountain, Fayetteville, Arkansas
SURVEYED BY: Keith L. Schultz, CGO # 271
DATE OF SURVEY: 3/20/98

OCCUPANCY: SERVICE GARAGE

CLASS: C Masonry
EFFECTIVE AGE: 35 YEARS
NUMBER OF STORIES: 1.0
FLOOR AREA: 5,559 Sq. Ft.

COST RANK: 1.5 Low/Average
CONDITION: 2.0 Badly worn
AVERAGE STORY HEIGHT: 18.0
COST AS OF: 4/98

COMPONENT	UNITS	COST	REPLACEMENT COST NEW	REPLACEMENT COST DEPR
EXCAVATION & SITE PREPARATION:				
Excavation....................	5,559	0.19	1,056	232
FOUNDATION:				
Concrete, Bearing walls.......	5,559	1.38	7,671	1,688
FLOOR STRUCTURE:				
Concrete on Ground............	5,559	2.09	11,618	2,556
INTERIOR CONSTRUCTION:				
Interior Construction, Framed.	5,559	1.18	6,560	1,443
PLUMBING:				
Plumbing Fixtures............	2	1,798	3,596	791
HEATING AND COOLING:				
Space Heat....................	5,559	0.62	3,447	758
ELECTRICAL:				
Electrical....................	5,559	0.80	4,447	978
EXTERIOR WALL:				
Clay Tile.....................	3,546	10.52	37,304	8,207
Steel Hangar Doors............	972	11.32	11,003	2,421
SUBTOTAL......................			48,307	10,628
ROOF STRUCTURE:				
Wood joists, Wood deck........	5,559	2.25	12,508	2,752
ROOF COVER:				
Built-Up Composition..........	5,559	0.94	5,225	1,150
REPLACEMENT COST NEW...........	5,559	18.79	104,435	
DEPRECIATION...................	<78.0%>		<81,459>	
DEPRECIATED COST...............				22,976

Cost Data by MARSHALL & SWIFT

THE COST APPROACH

Continued

Replacement Cost Less Depreciation Summary

Office Building:		$140,366.00
Service Garage:		$ 22,976.00
	Total	$163,342.00
Less: Functional Obsolescence @ 15%		24,501.00
	Total	**$138,841.00**

THE COST APPROACH

Continued

Replacement Cost Less Depreciation Summary

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THE INCOME APPROACH

INCOME APPROACH

Introduction

The income approach attempts to estimate market value by analyzing the subject property's income-producing capabilities and probable market rent in its highest and best use as improved. The approach is defined as follows:

> **Income Capitalization Approach**[1] - Approach through which an appraiser derives a value indication for income-producing property by converting anticipated benefits, i.e. cash flows and reversions, into property value. This conversion can be accomplished in two ways: One year's income expectancy or an annual average of several years' income expectancies may be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; secondly, the annual cash flows may be discounted for the holding period and the reversion at a specified yield rate.

Due to the unique features of the subject improvements, we were unable to determine the economic or market rent applicable to the subject property. It was therefore determined that the income approach could not be utilized in this report.

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1. The Dictionary of Real Estate Appraisal, Second Edition, American Institute of Real Estate Appraisers, page 156.

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FINAL ANALYSIS
AND
CONCLUSIONS OF VALUE

Associated Appraisers, Inc.

FINAL ANALYSIS AND CONCLUSIONS OF VALUE

Estimate of Market Value As Indicated By The Market Data Approach

Land:		$138,500.00
Improvements:		$138,500.00
	Total	**$277,000.00**

Estimate of Market Value As Indicated By The Replacement Cost Approach

Land: "From The Market Approach"		$138,500.00
Improvements:		$866,389.00
	Total	$924,389.00
	Say	**$924,000.00**

Estimate of Market Value As Indicated By The Income Approach

Land and Improvements:	$875,000.00

The market data approach is ordinarily considered the most reliable indicator of value when sales of good quality and in sufficient quantity are available to the appraiser for analysis. In this case, there were adequate sales of both improved and unimproved properties to provide a reliable indication of the value of the property as currently improved.

The replacement cost approach is ordinarily considered the least reliable indicator of value due to the difficulty of obtaining reliable and accurate cost information during periods of fluctuating labor and material costs such as the current time frame.

FINAL ANALYSIS AND CONCLUSIONS OF VALUE

Estimate of Market Value As Indicated By The Market Data Approach

Land:		$138,500.00
Improvements:		$138,500.00
	Total	$277,000.00

Estimate of Market Value As Indicated By The Replacement Cost Approach

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Associated Appraisers, Inc.

FINAL ANALYSIS AND CONCLUSIONS OF VALUE

Continued

An additional problem that occurs in this case is the age of the existing structure and the opportunity for the introduction of error on the part of the appraiser when estimating depreciation in older buildings. Through the use of the Marshall Valuation Computerized Cost Service and Associated Appraiser's computer system, reliable, locally adjusted and weekly updated costs are provided. We have utilized this system for over fifteen years and by continually verifying our estimates with local contractors we have found the system to be reliable and highly accurate.

The income approach is ordinarily considered to be a reliable indicator of value when appraising income producing properties such as the subject. In this case, there was inadequate information available to provide a reliable indication of the economic rent applicable to the subject property and therefore the approach was not utilized in this report.

In the final analysis, it can be seen that the two approaches to value have essentially reached identical conclusions. The reader should recognize however, that the subject property is unique and marketability is somewhat suspect when considering

Associated Appraisers, Inc.

FINAL ANALYSIS AND CONCLUSIONS OF VALUE

Continued

the location of the property and the value assigned to the service garage portion of the property.

Based on the listed data, a careful inspection of the subject property, and the preceding analysis, it is my conclusion the estimated **market value** of the subject property as of this date is as follows: **$277,000.00.**

FINAL ANALYSIS AND CONCLUSIONS OF VALUE

Continued

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Based on the listed data, a careful inspection of the subject property, and the preceding analysis, it is my conclusion the estimated **market value** of the subject property as of this date is as follows: **$277,000.00.**

ADDENDA

Associated Appraisers, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the following assumptions and limiting conditions:

~~The legal description furnished is assumed to be correct. No responsibility is assumed for matters of legal nature, and no opinion is expressed or implied as to the title of the subject property. The title is assumed to be merchantable. We have made no survey of the property and assume no responsibility therefore.~~

~~We believe to be accurate and reliable all information identified in this report as being furnished by others, but we assume no responsibility for its accuracy or completeness. Diagrams, sketches or photographs are included to assist the reader in visualizing the subject property.~~

Possession of this report or a copy thereof does not carry with it the right to publication, nor may it be used for any purpose by anyone other than the applicant without the consent of the appraisers or the applicant, and then only with the proper authorization.

In making this appraisal, we are not required to give testimony in court or attendance in court with reference to the property unless arrangements have previously been made therefore.

Associated Appraisers, Inc.

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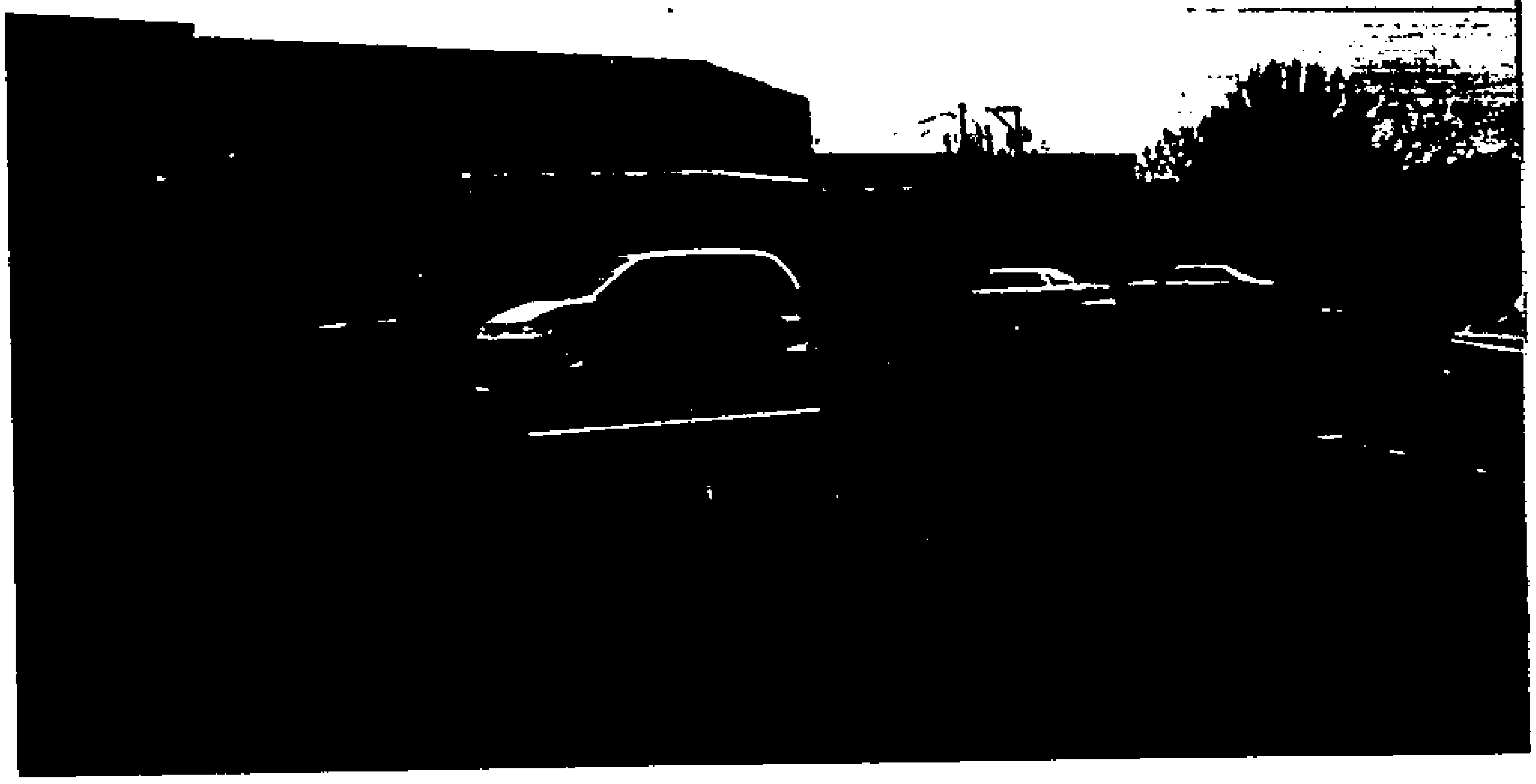
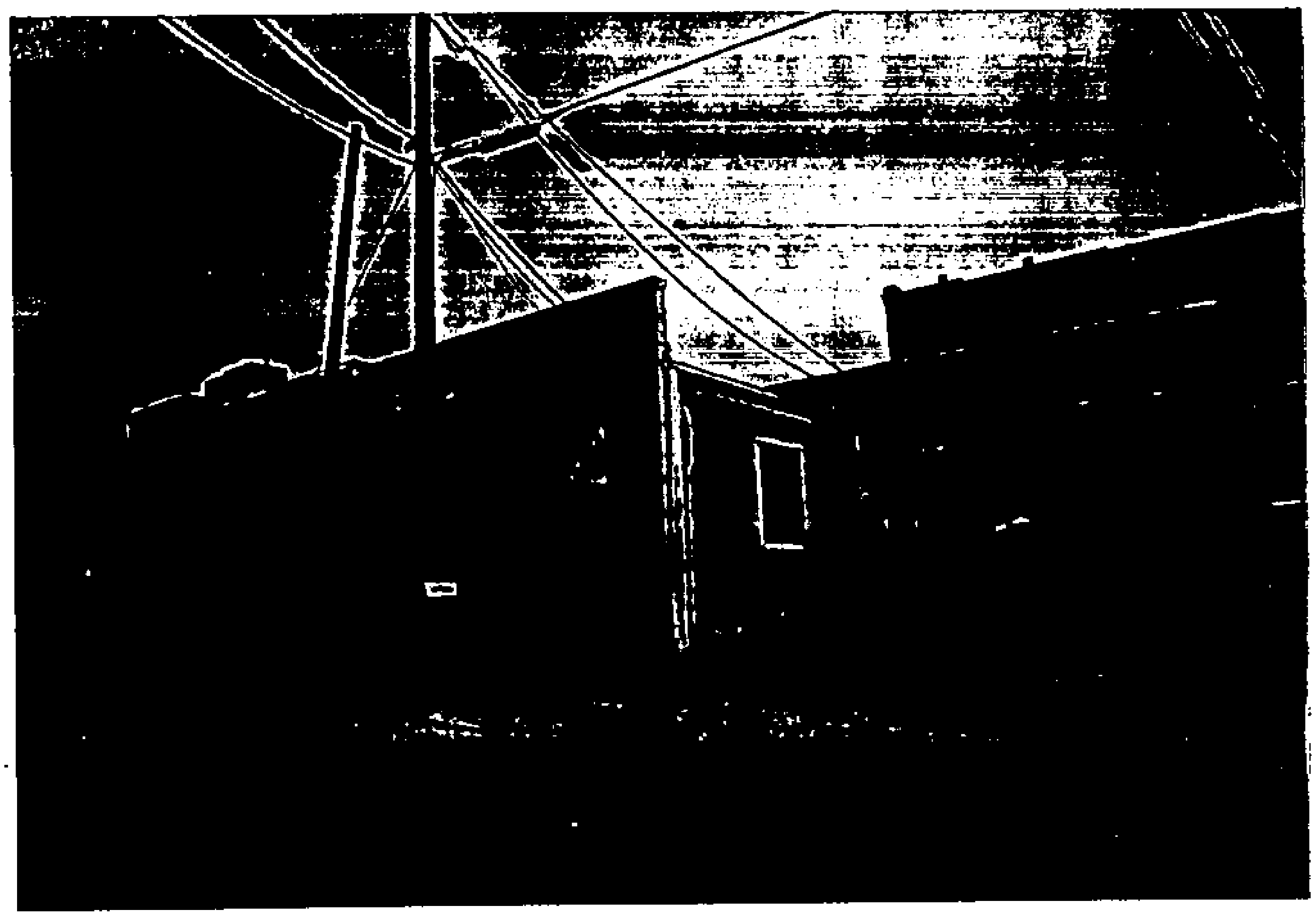
Associated Appraisers, Inc.

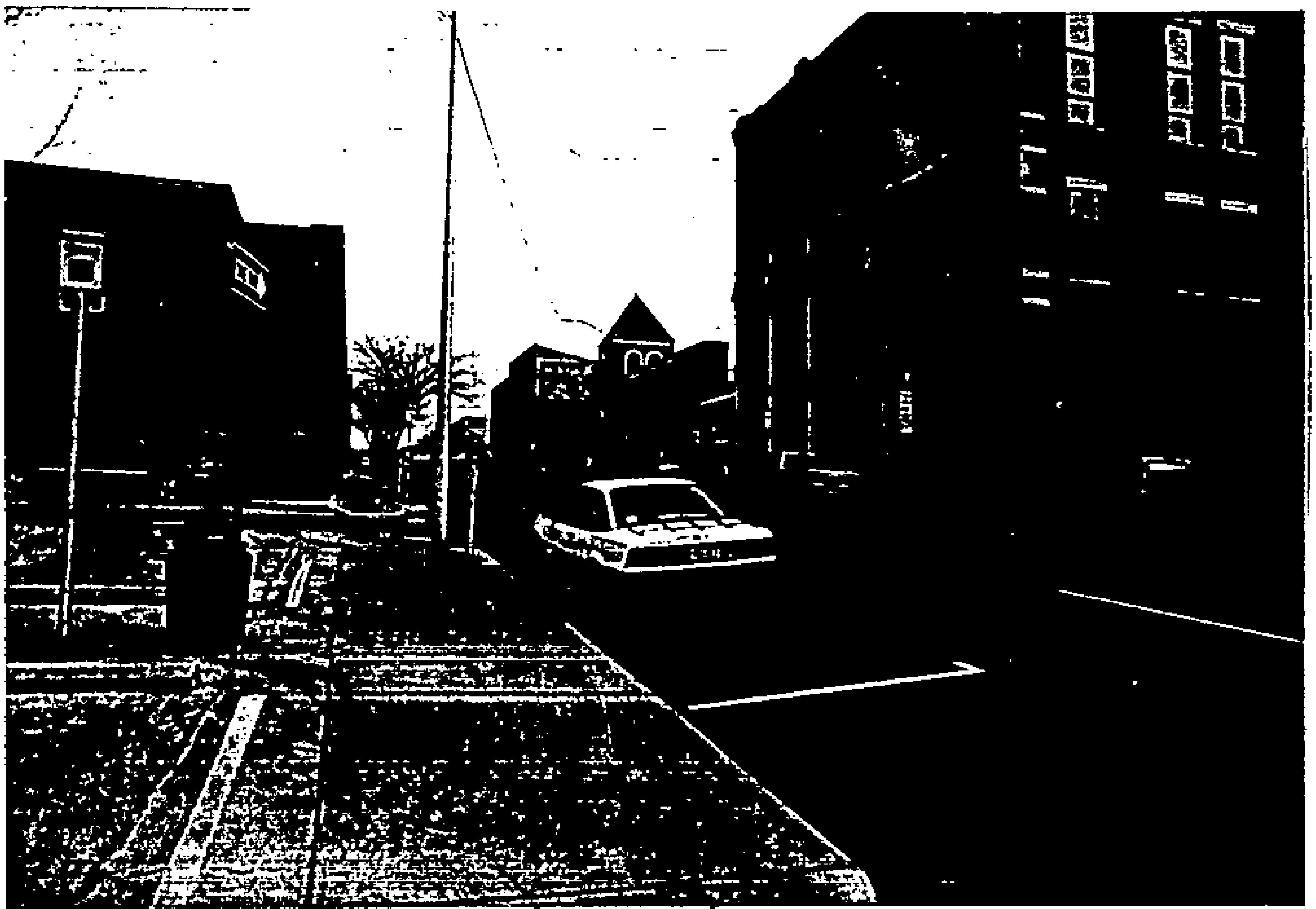


125 West Mountain
Front View

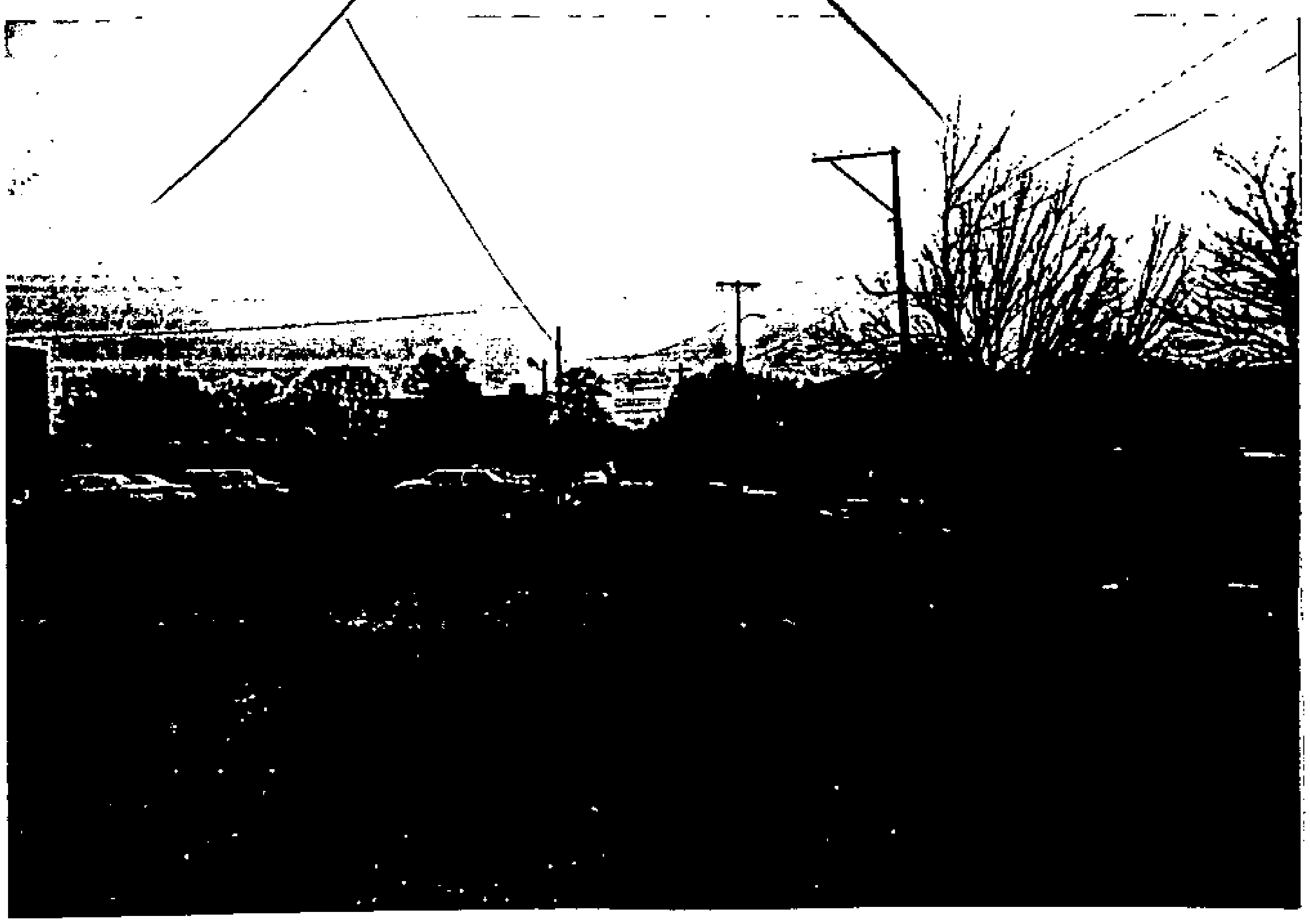


125 West Mountain
Rear View

Associated Appraisers, Inc.



125 West Mountain
Neighborhood View East



125 West Mountain
Neighborhood View West

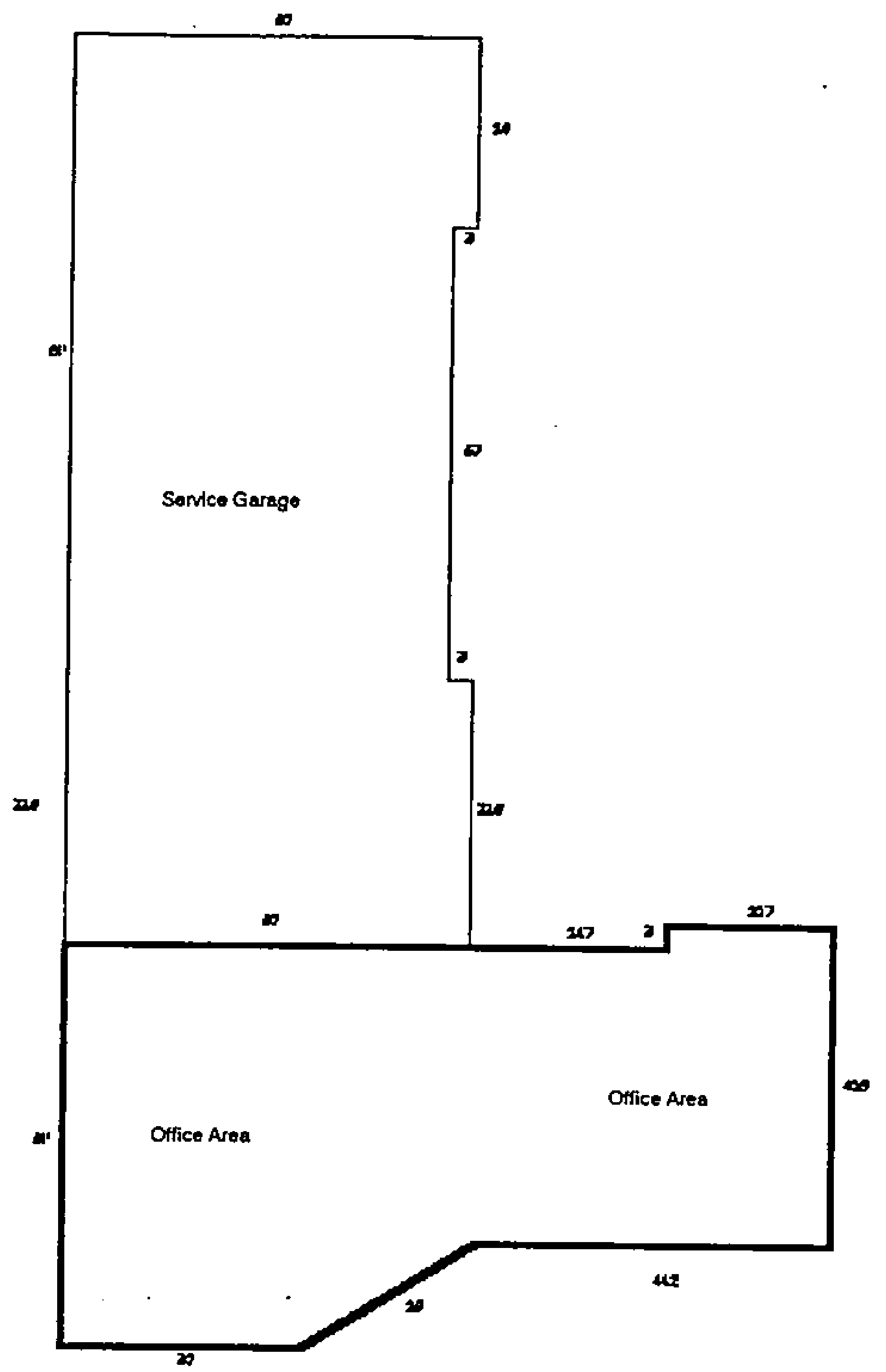
Associated Appraisers, Inc.

125 West Mountain
Neighborhood View East

125 West Mountain
Neighborhood View West

5.61

SKETCH/AREA TABLE ADDENDUM



125 West Mountain

SCALE: 1 inch = 30 feet

NAME OF AREA	TOTALS
First Floor	4204.14
Warehouse	5559.00

Associated Appraisers, Inc.

QUALIFICATIONS OF
KEITH L. SCHULTZ

Arkansas General Certified Appraiser # CGO271
Oklahoma General Certified Appraiser # 10530

Member:	American Right of Way Assoc. Associate Member: American Society of Appraisers National Association of REALTORS Certified Member National Association of Review Appraisers
Candidate:	American Institute of Real Estate Appraisers Appraisal Institute
Past President:	Fayetteville Board of Realtors
Court Qualifications:	Chancery & Circuit Court: Washington, Madison, Benton, and Carroll Counties U.S. District Court U.S. Bankruptcy Court
Advanced Education:	University of Maryland University of Arkansas, BSBA, 1966 University of Arkansas, School of Law University of Colorado, AIREA, Course IA, 1974 Course IB, 1975 Indiana State University, AIREA, Course IB, 1978 Memphis State University, AIREA, Course II, 1979 Indiana State University, AIREA, Course IV, Eminent Domain, 1979 University of Colorado; AIREA Standards of Professional Practice, & Market Analysis, 1986 AIREA Report Writing, Ok City, Okla 1989 General Appraiser Exam Prep Course 10/92 Environmental Concerns 6/93 UofA New URAR/IFA 11/93 Appraiser/Lender Legal Liabilities UofA Continuing Education 9/94 AR App Lic/Cert Board/Liabilities 5/95 Professional Standards/NAIFA 10/95 USPAP Update 6/2/97
President:	Associated Appraisers, Inc. 555 EJ Ball Plaza Fayetteville, Arkansas 72701 Telephone: (501) 521-2717 Incorporated 1974

Associated Appraisers, Inc.

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Arkansas General Certified Appraiser # CG0271
Oklahoma General Certified Appraiser # 10530

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Associated Appraisers, Inc.
APPRAISAL CLIENTELE

Types of Appraisals

Condemnation
Urban Renewal
Agricultural
Individual
Hospitals
Nursing Homes
Doctors Clinics
Residentials
Commercial
Estates
Mortgage Loans
Industrial

on

Hospitals
Nursing Homes
Doctors Clinics
Residentials
Commercial
Estates
Mortgage Loans
Industrial

Relocation Services

General Motors Corporation
PHH Home Equity Relocation
Merrill-Lynch Relocation
Equitable Relocation

Partial List of Clients

Southwestern Electric Power Co.
Carroll Electric Cooperative
Madison County Hospital
Wendy's Restaurants
Southwestern Bell Telephone

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Southwestern Electric Power Co.
Carroll Electric Cooperative
Madison County Hospital
Wendy's Restaurants
Southwestern Bell Telephone

First Federal Savings
Rogers, AR
Superior Federal Savings
Fayetteville, AR
First National Bank
Jonesboro, AR
Columbus Union National
Kansas City, MO
First National Bank
Bartlesville, OK
Security Bank
Paragould, AR
United Federal Savings
Bank, Springdale, AR
First Commercial Bank
Little Rock, AR
First National Bank
Springdale, AR

Springdale Bank & Trust
Springdale, Arkansas
First America Federal Savings Bank
Fort Smith, AR
Collateral Mortgage
Fayetteville, AR
National Mortgage Company
Little Rock, AR
First National Bank in Dallas
Dallas, Texas
Federal Land Bank

Federal Home Loan Bank Board
Dallas, Texas
Worthen Bank
Little Rock, AR
PHH US Mortgage Corporation
Cherry Hill, NJ

Associated Appraisers, Inc.

GOVERNMENTAL AGENCIES

U.S. Dept. of Interior
National Park Service
City of Fayetteville
City of Rogers
Fay. Housing Authority
Off Street Parking Dev., Fay., AR
State of Arkansas
Federal Aviation Admin.
Resolution Trust Corporation
Veterans Administration
Federal Housing Administration
City of Springdale
City of Eureka Springs
Community Development/Fayetteville
FNMA Approved Appraiser
Arkansas Natural Heritage Commission
Farmers Home Administration

Associated Appraisers, Inc.

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- Off Street Parking Dev., Fay., AR
- State of Arkansas
- Federal Aviation Admin.
- Resolution Trust Corporation
- Veterans Administration
- Federal Housing Administration
- City of Springdale
- City of Eureka Springs
- Community Development/Fayetteville
- FNMA Approved Appraiser
- Arkansas Natural Heritage Commission
- Farmers Home Administration

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of May 5, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve RZA 98-8.00: Annexation (Prestige Properties) Submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property is located within the county and contains approximately 0.93 acres.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	4-16-98 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:
The staff forwards the Planning Commission recommendation for approval by a vote of 8-0-0.

Division Head	4-16-98 Date	Cross Reference
Department Director	4-16-98 Date	New Item: Yes No
Administrative Services Director	4-17-98 Date	Prev Ord/Res#: ___
Mayor	4/17/98 Date	Orig Contract Date: ___

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Charles Venable, Asst. Public Works Director**
	Alett S. Little, City Planner
FROM:	**Tim Conklin, Planner**
DATE:	**April 13, 1998**

REQUESTS:

RZA 98-8.00: Annexation was submitted by Michele A. Harrington on behalf of Prestige Properties for property located at north of Mt. Comfort Rd and east of Hugh Mount Rd. The property is located within the county and contains approximately 0.93 acres.

RZ 98-9.00: Rezoning was submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Rd. and east of Hugh Mount Rd. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low-Density Residential.

RECOMMENDED MOTION:

RZA 98-8.00: Staff recommends approval of the requested annexation.

RZ 98-9.00: Staff recommends approval of the requested rezoning from A-1 to R-1.

PLANNING COMMISSION ACTION: YES Required

_____Approved _____Denied

Date: April 13, 1998

Comments:

CITY COUNCIL ACTION: YES Required

_____Approved _____Denied

Date: / /

BACKGROUND :

This request is to annex and rezone approximately 0.93 acres of land. This property is wedge shaped and has 60.77' width at the south end and 16.92' width at the north end. The property is located between Serenity Place Subdivision and the 200 acres recently annexed and rezoned R-1. Prestige Properties has acquired this property which was two separate tracts. Annexing and rezoning this property will allow the developer to incorporate this land into his proposed replat for Serenity Place Subdivision.

INFRASTRUCTURE:

Streets:	The site will be incorporated into Serenity Place Subdivision.
Water:	A new 12" water line was installed on the south side of Mt. Comfort Road. Water is also available to the east along Salem Road.
Sewer:	Sewer is available to the east along Salem Road and to the south along Mt. Comfort Road.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-5.00 FINDINGS OF THE STAFF

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

   Staff finding: This site is shown on the General Plan 2020 Future Land Use Plan as residential.

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

   Staff finding: This property is located between Serenity Place Subdivision, zoned R-1, and the 200 acres recently annexed and zoned R-1.

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

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

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

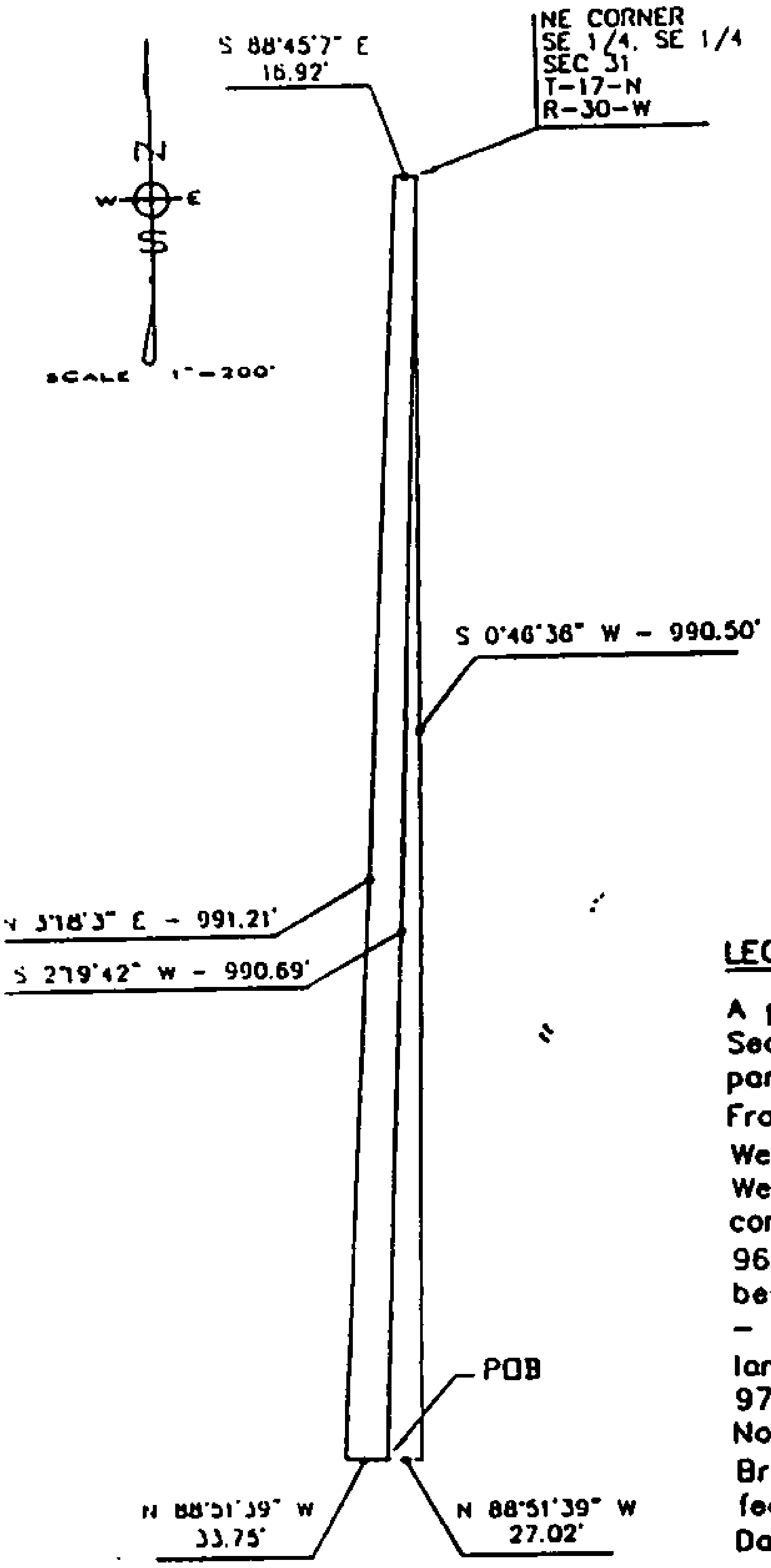
Staff finding: Development of this land under R-1 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts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

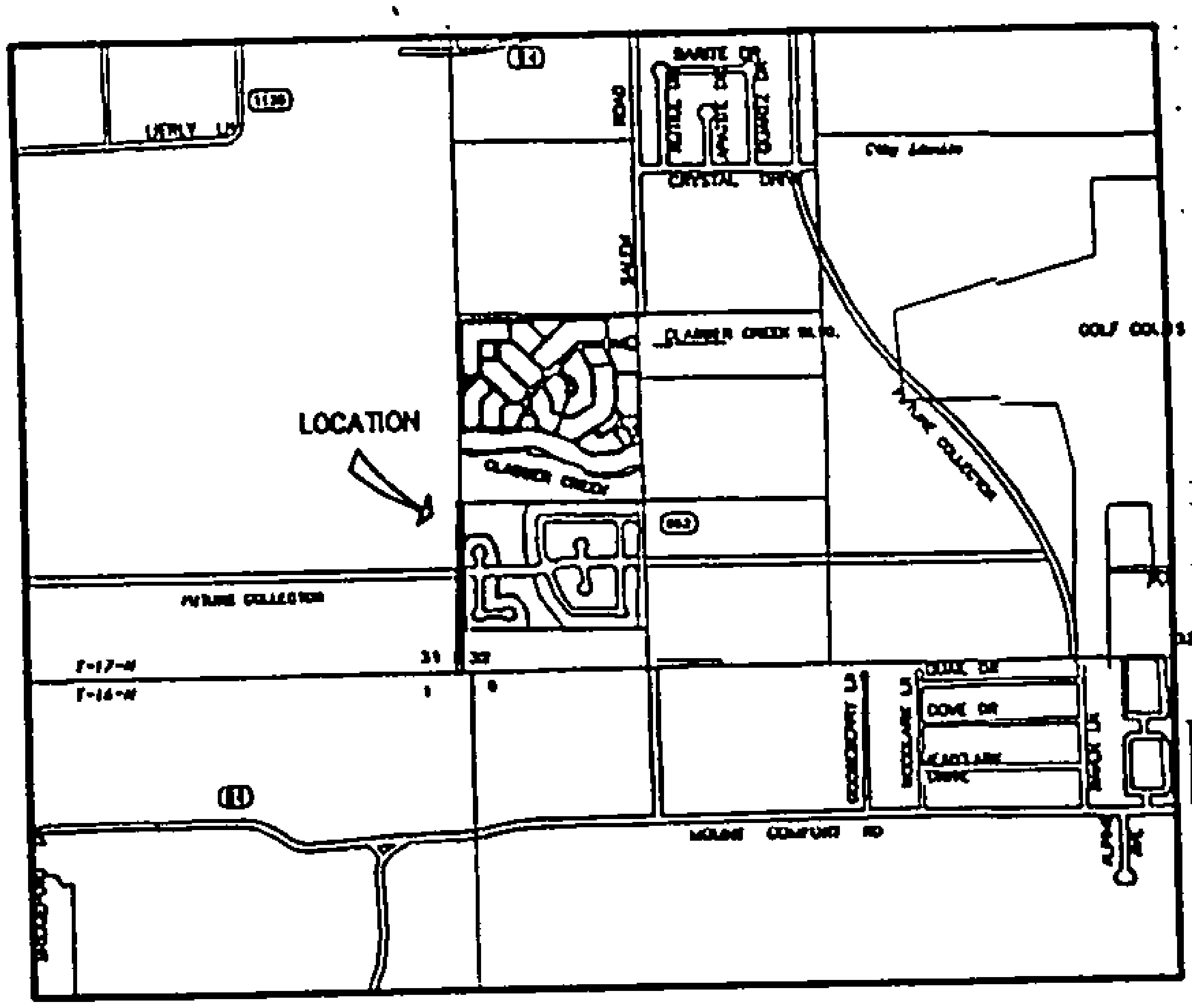
5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Staff finding: N/A





VICINITY MAP

LEGAL DESCRIPTION:

A part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, being more particularly described as follows:

From the Northeast corner of said 40 acre tract, run South 00°46'35" West along the forty acre line – 990.50 feet; thence North 88°51'39" West – 27.02 feet or to the Southwest corner of a tract of land conveyed to the Robert R. Daugherty Trust by deed at Land instrument 96078073, said Southwest corner of Robert R. Daugherty Trust tract being the POINT OF BEGINNING; thence running North 88° 51'39" West – 33.75 feet, more or less, to a point on the East line of a tract of land conveyed to Bradford B. White, Sr. at Land Instrument Number 97019723; thence alond said East line of Bradford B. White, Sr. Tract North 3°18'03" East – 991.21 feet, thence leaving said East line of Bradford B. White, Sr. tract and running South 88°45'07" East – 16.92 feet, more or less, to a point on the West line of said Robert R. Daugherty Trust tract; thence along said West line of said Robert R. Daugherty Trust tract South 2°19'42" West – 990.69 feet to the POINT OF BEGINNING and containing 0.58 acres, more or less, subject to easements and rights-of-way, if any.

EXHIBIT B

PLOT PLAN
of LEGAL DESCRIPTION
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

ENGINEERING SERVICES, INC.
CONSULTING ENGINEERS AND SURVEYORS

RZA 97-8.00: ANNEXATION:
NORTH OF MT. COMFORT ROAD AND EAST OF HUGH MOUNT ROAD

Submitted by Michele A. Harrington on behalf of Prestige Properties for property located at north of Mt. Comfort Road and east of Hugh Mount Road. The property is located within the county and contains approximately 0.93 acres.

Discuss both:

No conditions of approval.

Applicant: Michelle Harrington, representing Prestige Properties, came before the commission. She stated due to failure to close submittal and failure of conveyance, a small thin triangle was created. This error was discovered in title work. This property fits between the parcels and would make it contiguous.

Public:

None.

Discussion:

Ms. Johnson moved to approve this annexation request.

Mr. Estes seconded said motion.

The roll call was given and said motion carried with a vote of 8-0-0.

ORDINANCE NO. ______

AN ORDINANCE CONFIRMING THE ANNEXATION TO THE CITY OF FAYETTEVILLE, ARKANSAS, OF CERTAIN PROPERTY OWNED BY PRESTIGE PROPERTIES, INC.

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

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

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

Section 3. That the above-described property is hereby assigned to Ward No. 4.

PASSED AND APPROVED this ___ day of ______, 1998.

APPROVED:

By:________________________
Fred Hanna, Mayor

ATTEST:

By:________________________
Heather Woodruff, City Clerk

LEGAL DESCRIPTION
EXHIBIT "A"

A part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of said 40 acre tract, run South 00 degrees 46 minutes 35 seconds West along the forty acre line - 990.50 feet; thence North 88 degrees 51 minutes 39 seconds West 27.02 feet or to the Southwest corner of a tract of land conveyed to the Robert R. Daugherty Trust by deed at Land instrument 96078073, said Southwest corner of Robert R. Daughterty Trust tract being the Point of Beginning; thence running North 88 degrees 51 minutes 39 seconds West 33.75 feet, more or less, to a point on the East line of a tract of land conveyed to Bradford B. White, Sr., at Land Instrument Number 97019723; thence along said East line of Bradford B. White, Sr. Tract North 3 degrees 18 minutes 03 seconds East 991.21 feet, thence leaving said East line of Bradford B. White, Sr. tract and running South 88 degrees 45 minutes 07 second East 16.92 feet, more or less, to a point on the West line of said Robert R. Daughterty Trust tract; thence along said West line of said Robert R. Daughterty Trust tract South 2 degrees 19 minutes 42 seconds West 990.69 feet to the point of beginning and containing 0.58 acres, more or less, subject to easements and rights -of-way, if any.

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of May 5, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve
RZ 98-9.00: Rezoning (Prestige Properties) submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low-Density Residential.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date 4-16-98	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:
The staff forwards the Planning Commission recommendation for approval by a vote of 8-0-0.

Division Head	Date 4.16.98	**Cross Reference**
Department Director	Date 4-16-98	New Item: **Yes** **No**
Administrative Services Director	Date 4-17-98	Prev Ord/Res#: ____
Mayor	Date 4/17/98	Orig Contract Date: ____

ORDINANCE NO._____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 98-9.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.918 ACRES LOCATED ON MOUNT COMFORT ROAD AND HUGH MOUNT ROAD REQUESTED BY PRESTIGE PROPERTIES, INC.

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-1 Low-Density Residential for the real property described in Exhibit "A" attached hereto and made a part hereof.

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

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

PASSED AND APPROVED this ____ day of ________, 1998.

APPROVED:

By:__________________________
Fred Hanna, Mayor

ATTEST:

By:__________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-9.00

A part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, being more particularly described as follows: Beginning at the Northeast Corner of said 40 acre tract, run South 0 degrees 46 minutes 01 seconds East along the forty acre line 990.49 feet; thence South 89 degrees 35 minutes 46 seconds West 60.57 feet, more or less to a point on the East line of a tract of land conveyed to Bradford B. White, Sr. at Land Instrument Number 97019723; thence along said East line of Bradford B. White, Sr. Tract North 1 degree 34 minutes 08 seconds East 991.10 feet; thence leaving said East line of Bradford B. White, Sr. tract and running North 89 degrees 42 minutes 30 seconds East - 20.18 feet, to the point of beginning and containing 0.918 acres, more or less.

RZ 98-5.00 REZONING
NORTH OF MT. COMFORT ROAD AND EAST OF HUGH MOUNT ROAD

Submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Road and east of Hugh Mount Road. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low-Density Residential.

Findings:

1. This site is shown on the General Plan 2020 Future Land Use Plan as residential.
2. This property is located between Serenity Place Subdivision, zoned R-1, and the 200 acres recently annexed and zoned R-1.
3. Additional improvements would have to be made to the street system as part of the subdivision process to accommodate increased traffic under R-1 zoning densities.
4. Development of this land under R-1 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts associated with development.

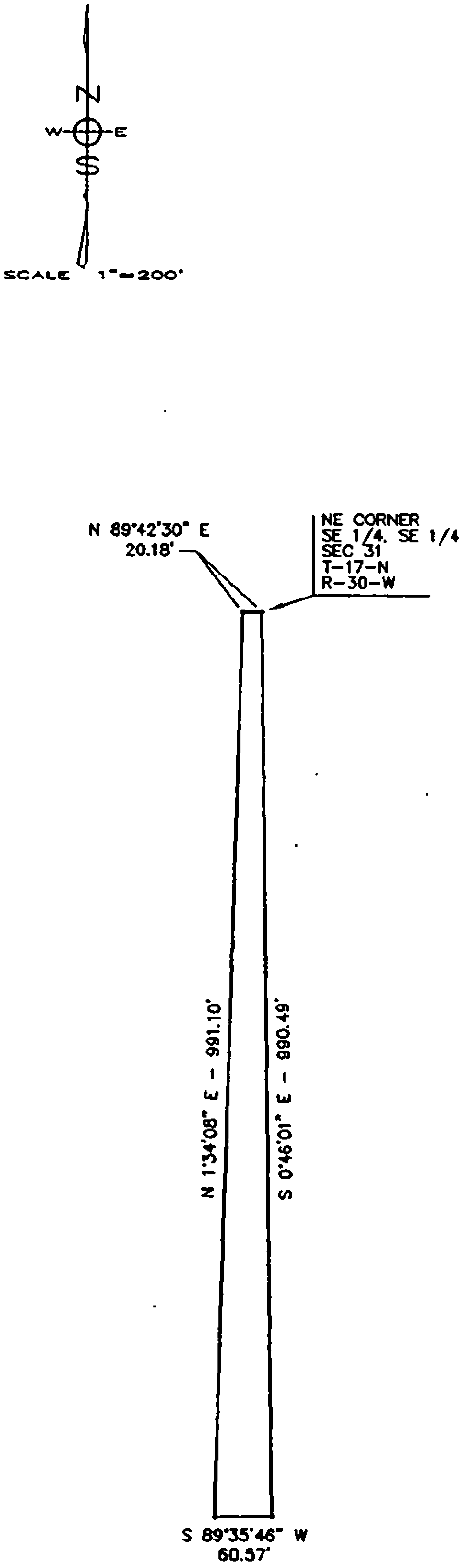
No staff comments.

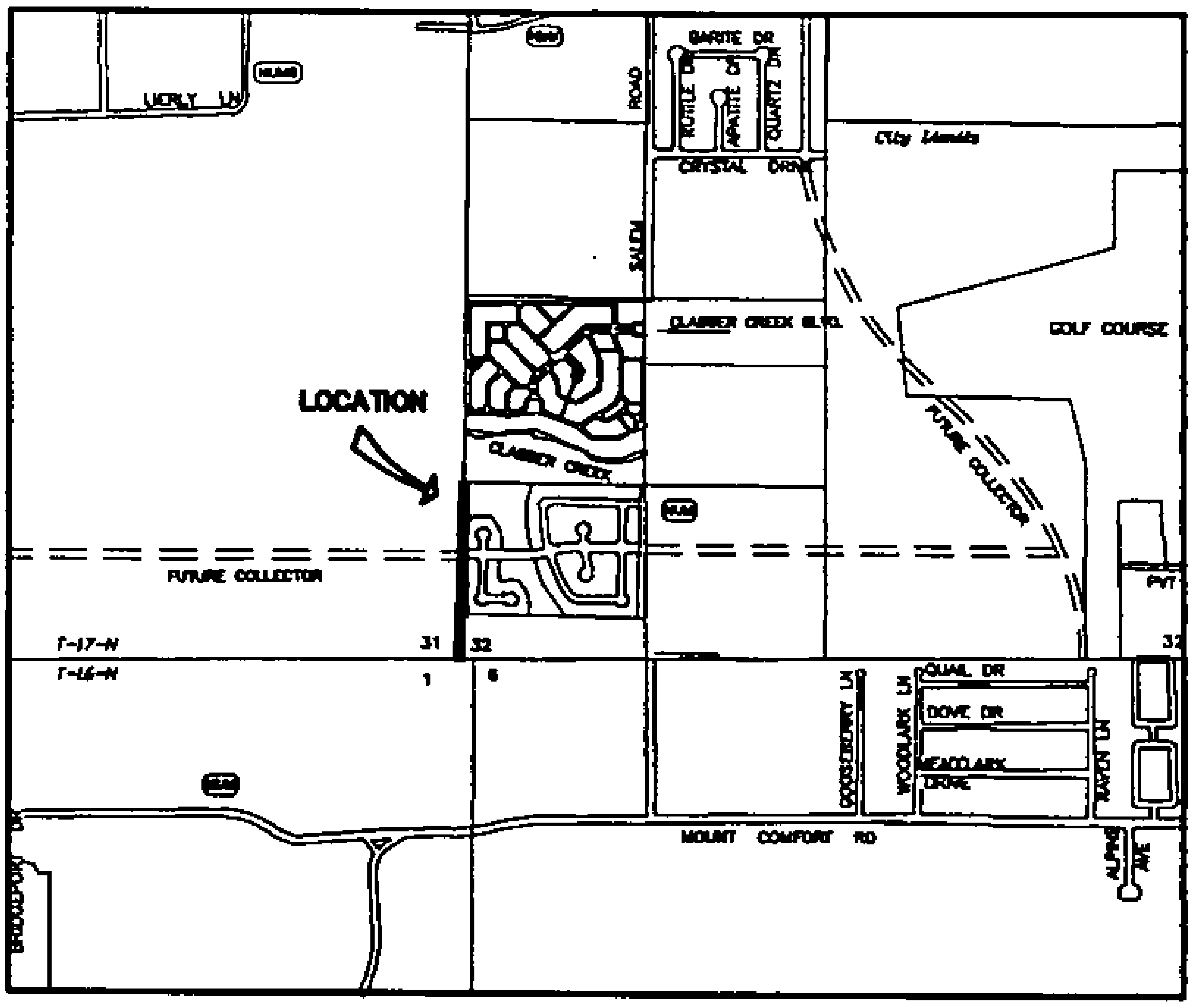
No public comments.

Ms. Johnson moved to approve the rezoning.

Mr. Reynolds seconded said motion.

The roll call was given and said motion carried 8-0-0.





VICINITY MAP

LEGAL DESCRIPTION:

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Beginning at the Northeast corner of said 40 acre tract, run South 0°46'01" East along the forty acre line – 990.49 feet; thence South 89°35'46" West – 60.57 feet, more or less to a point on the East line of a tract of land conveyed to Bradford B. White, Sr. at Land Instrument Number 97019723; thence along said East line of Bradford B. White, Sr. Tract North 1°34'08" East 991.10 feet; thence leaving said East line of Bradford B. White, Sr. tract and running North 89°42'30" East – 20.18 feet, to the POINT OF BEGINNING and containing 0.918 acres, more or less.

PLOT PLAN
of LEGAL DESCRIPTION
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

ENGINEERING SERVICES, INC.
CONSULTING ENGINEERS AND SURVEYORS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Charles Venable, Asst. Public Works Director**
	Alett S. Little, City Planner
FROM:	**Tim Conklin, Planner**
DATE:	**April 13, 1998**

REQUESTS:

RZA 98-8.00: Annexation was submitted by Michele A. Harrington on behalf of Prestige Properties for property located at north of Mt. Comfort Rd and east of Hugh Mount Rd. The property is located within the county and contains approximately 0.93 acres.

RZ 98-9.00: Rezoning was submitted by Michele A. Harrington on behalf of Prestige Properties for property located north of Mt. Comfort Rd. and east of Hugh Mount Rd. The property contains approximately 0.93 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low-Density Residential.

RECOMMENDED MOTION:

RZA 98-8.00: Staff recommends approval of the requested annexation.

RZ 98-9.00: Staff recommends approval of the requested rezoning from A-1 to R-1.

PLANNING COMMISSION ACTION: YES Required

_____Approved _____Denied

Date: April 13, 1998

Comments:

CITY COUNCIL ACTION: YES Required

_____Approved _____Denied

Date: / /

BACKGROUND :

This request is to annex and rezone approximately 0.93 acres of land. This property is wedge shaped and has 60.77' width at the south end and 16.92' width at the north end. The property is located between Serenity Place Subdivision and the 200 acres recently annexed and rezoned R-1. Prestige Properties has acquired this property which was two separate tracts. Annexing and rezoning this property will allow the developer to incorporate this land into his proposed replat for Serenity Place Subdivision.

INFRASTRUCTURE:

Streets: The site will be incorporated into Serenity Place Subdivision.
Water: A new 12" water line was installed on the south side of Mt. Comfort Road. Water is also available to the east along Salem Road.
Sewer: Sewer is available to the east along Salem Road and to the south along Mt. Comfort Road.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-5.00 FINDINGS OF THE STAFF

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

Staff finding: This site is shown on the General Plan 2020 Future Land Use Plan as residential.

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

Staff finding: This property is located between Serenity Place Subdivision, zoned R-1, and the 200 acres recently annexed and zoned R-1.

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

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

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Staff finding: N/A

STAFF REVIEW FORM

XXXXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of May 5, 1998

FROM:

Name	Division	Department
Brian Swain	Parking Enforcement	Adm. Services

ACTION REQUIRED: BID WAIVER: Approval of an ordinance providing for a bid waiver for the purchase of replacement parking meters from Duncan Industries for 1998.

COST TO CITY:

$ 43,815	$ 47,500	Capital
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5890.00 2130-9130-5890.00	$ - 0 -	
Account Number	Funds Used To Date	Program Name
97002	$ 47,500	Sales Tax Cap. Impr. Off-Street Parking
Project Number	Remaining Balance	Fund

BUDGET REVIEW: xxxx Budgeted Item ____ Budget Adjustment Attached

_______________ Budget Coordinator
_______________ Administrative Services Director

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

Marilyn J. Cramer — Accounting Manager — Date 4-16-98
_______________ ADA Coordinator — Date ______

City Attorney — Date 4-17-98
Yolanda Fields — Internal Auditor — Date 4-16-98

P Vice — Purchasing Officer — Date 4-17-98

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

Brian Swain — Division Head — Date 4-16-98

_______________ Department Director — Date ______

Administrative Services Director — Date 4/17/98

Fred Hanna — Mayor — Date 4/17/98

Cross Reference

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

Prev Ord/Res #: __________

Orig Contract Date: __________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred B. Hanna, Jr., Mayor
Ben R. Mayes, Administrative Services Director

FROM: Brian Swain, Asst. to the Adm. Services Director BS

DATE: April 15, 1998

RE: **Bid Waiver - Parking Meter Replacement Purchase**

In April, 1996, the City advertised for bids relating to the purchase of replacement parking meters for the parking lot west of E.J. Ball plaza. Two vendors submitted bids with the low bidder being Duncan Industries of Harrison, Arkansas. The City purchased 59 Duncan Eagle electronic parking meters at that time and purchased an additional 265 Duncan Eagle parking meters in early 1997, which were placed in various on-street and off-street locations. To date, the City has had very good experience with the Duncan Eagle meters. In order to provide the most efficient operation possible, a bid waiver is requested so that an additional 265 Duncan Eagle parking meters may be purchased. The bid waiver will ensure compatibility of replacement parts, software, and meter programming features. This purchase will allow for the replacement of all remaining mechanical parking mechanisms in operation throughout the downtown.

Justification

- The current mechanical parking meters are approximately 25-30 years old and have a high incidence of failure with a consequently high complaint rate. We believe that replacement of the meters with those proposed will result in a higher satisfaction rate from customers, reduced complaints, and improved use of staff time by not having to deal with as large of a number of complaints and maintenance/repairs.

- The current mechanical meters have minimal flexibility in regard to changing price or time. To convert the meters to another price requires changing out several internal parts. Changing out the parts is both costly and time consuming. The new meters can be programmed with a handheld programmer via infrared transmission.

- The price of the individual meters received in our quote is $157.85, which also includes a trade-in value of $2.00 per mechanical mechanism. We believe this to be a very good value in light of the fact that approximately 99% of meters purchased in the market today are electronic.

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

Project Scope

The current proposed expenditure represents the final segement of a three year plan to replace all of the parking meters in downtown Fayetteville with electronic meters. The 1998 project will involve replacement of meters both on the street and in various downtown parking lots. The 1998 project budget is being financed by the Off-Street Parking Fund ($22,500) and the Sales Tax Capital Improvement Fund ($25,000). The total budget is $47,500. The total project expense requested is $43,815. The proposed project expenditures are as follows:

1)	265 Eagle Parking Meters	$41,830
2)	Sales Tax	1,985
	TOTAL	$43,815

Action Requested

The City Council is requested to approve a bid waiver ordinance which will allow for the purchase of parking meters from Duncan Industries in 1998.

Conclusion

We believe this purchase, in conjunction with the replacements done in 1996-97, will continue to improve customer satisfaction with the downtown area and result in improved operational efficiencies. In addition, the City will have much improved flexibility in regard to future changes in meter programming that may be needed over time regarding time and rate changes. If you have any questions concerning this project, please feel free to contact me. Thank you for your consideration of this matter.

12.04

Duncan Industries

PARKING CONTROL SYSTEMS

DUNCAN

A DOVER RESOURCES COMPANY

340 INDUSTRIAL PARK ROAD
P.O. BOX 849
HARRISON, ARKANSAS 72601

TELEPHONE: (870) 741-5481
FAX: (870) 741-2866

January 14, 1998

Brian Swain, Assistant Director
Administrative Services
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Eagle CK electronic meter quote

Dear Brian:

Your cost for an additional 200 Eagle CK mechanisms will be $159.85 each. Duncan will allow a $2.00 credit for each old mechanical mechanism returned. Freight charges both ways will be paid by Duncan.

We look forward to working with you on this project. Please let us know when you are ready to proceed.

Sincerely,

PARKER HARRINGTON
Regional Sales Manager
1610 Rio Cove Court
Orlando, FL 32825
Ph# 1-800-499-1649
Fax# 1-407-658-0995

Copy: Melba Davidson

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of May 5, 1998

FROM:

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

ACTION REQUIRED:

Approval of an Ordinance providing for a Bid Waiver to purchase H.D. Cab & Chassis and Compartmentalized Body for use in the Curbside Sort Recycle Program.

COST TO CITY:

Cost: $ 690,000   Trade Allowance: ____   Net Cost: $ 690,000

Annual needs as reflected

$ 690,000 Cost of this Request	$ 940,355 Category/Project Budget	Sanitation Vehicles/Equip. Category/Project Name
9700-1920-5802.00 Account Number	$ --00.00-- Funds Used To Date	Vehicles & Equipment Program Name
98067 Project Number	$ 940,355 Remaining Balance	Shop Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J Cramer — Accounting Manager — Date 4-22-98 — ADA Coordinator — Date

City Attorney — Date 4-23-98 — Yolanda Fields — Internal Auditor — Date 4-22-98

Purchasing Officer — Date 4-23-98

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance.

Division Head — Date 4-22-98

Department Director — Date 22 APR 98

Administrative Services Director — Date 4-22-98

Mayor — Date 4/23/98

Cross Reference

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

Prev Ord/Res #: ____

Orig Contract Date: ____

13.02

ORDINANCE NO.________________

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING FOR THE PURCHASE OF H.D. CAB & CHASSIS AND COMPARTMENTALIZED RECYCLING BODY

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

Section 1. The City Council hereby waives the requirements of formal competitive bidding for the purchase of H.D. Cab & Chassis and Compartmentalized Recycling Body which will be utilized by the Solid Waste Division in the Curbside Sort Program. As said formal bidding requirements would prevent purchase of such units as dealers do not find it practical to hold units of this type due to current demand for the time necessary to comply with those requirements. Therefore, with the time frame required, it would not be feasible or practical to take and award a formal competitive bid.

Section 2. The total number of units involved in this purchase will not exceed 6 units.

Section 3. The City Council hereby authorizes representatives of the Fleet Operations Division and the Solid Waste Division to evaluate, compare and finalize a recommendation to purchase appropriate units "on the spot" at a total cost not to exceed $690,000.00.

Section 4. The City Council hereby authorizes the Public Works Director and the Administrative Services Director to review the recommendation for final approval prior to submission to the Mayor.

Section 5. The City Council hereby authorizes the Mayor to review these recommendations prior to approving purchase.

PASSED AND APPROVED this_____day of __________, 1998

APPROVED

By:________________________________
Mayor

ATTEST

By:____________________________
City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

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

From: Cheryl Zotti, Environmental Affairs Administrator

Date: April 22, 1998

Re: **Bid Waiver - Compartmentalized Recycling Vehicles**

The City Council approved bid # 97-73 for the purchase of these vehicles from Barton Freightliner at the February 17, Council meeting. Barton Freightliner recently notified the City that they can not deliver the vehicles until July, 1999. Our scheduled start date for the new recycling program is January 1, 1999. Staff requests approval of a bid waiver, in a not to exceed amount of $115,000 per unit or $690,000 total, for the purchase of six heavy duty truck cab/chassis to be mounted with SAC Recycling bodies which will be utilized as recycling vehicles for the Solid Waste Division.

Barton Freightliner originally agreed to deliver the vehicles by September 1998. Barton has notified us that they can no longer meet that date because of delayed production of the automatic transmissions to be installed in the vehicles. Automatic transmissions for the vehicles were specified due to the stop and go usage of the equipment.

Upon notification from Barton that our delivery date had been delayed until July of 1999, staff began exploring options. We do not have the option of continuing our current processing contract with Fulton Sanitation beyond December 1998. Upon researching the availability of vehicles, we found that it would not be feasible or practical to re-bid this equipment purchase for the following reasons:

1. Demand - Heavy duty vehicles with automatic transmissions, similar to our specifications, are in high demand. Currently, there is a nation wide production shortage of available automatic transmissions. Major companies have placed enormous orders for the automatic transmissions which have maximized the production lines.

2. Availability - When Barton notified us that they would not be able to meet the delivery, we began researching Freightliner, International, Mack, Ford, Sterling, and Volvo only to find that all dealers are faced with not being able to obtain automatic transmissions for a quantity of six vehicles in a timely manner. However, we did find

that a few dealers had one or two vehicles available with automatic transmissions similar to our specifications because they had placed orders in prior months. As of today, staff has found three International's from two dealers, four Mack's from two dealers, and two Ford's from one dealer that could meet our delivery schedule. The availability of these vehicles are subject to change daily depending when another customer appears with cash in-hand. It is a seller's market for heavy duty vehicles nationwide and these vehicles are selling at premium markup of about 10% over our previous bids.

3. Bid Process - Because of the high demand for vehicles with automatic transmissions, dealers are not willing to hold the vehicles they currently have available to go through our bid process with no guarantee of receiving the bid. Dealers are only willing to negotiate with customers that have cash in-hand and ready to order. Re-bidding this equipment is not an option because the earliest we could expect delivery would be no sooner than the fourth quarter of 1999. Our only option to meet the implementation schedule for our curbside sort recycling program is to obtain a bid waiver and make spot purchases.

4. Spot Purchases - Obtaining a bid waiver would allow staff to negotiate with perspective dealers with a purchase order in-hand. With a bid waiver, the Shop and Solid Waste Divisions could agree upon a vehicle and obtain purchasing approval from the Mayor. This process would drastically reduce the purchase approval time and secure equipment that meets the needed delivery schedule.

Staff has already obtained a six month extension of our current blue bag processing contract with Fulton Sanitation which expires in December, 1998. Fulton is only processing commingled materials delivered from Fayetteville and has scheduled discontinuation of their picking line operation on January 1, 1999. Currently, our only option to ensure continuation of our curbside recycling program is to purchase vehicles that will meet our scheduled implementation of January 1, 1999.

For the reasons stated above, staff recommends approval of the bid waiver, in a not to exceed amount of $115,000 per unit or $690,000 total, for the purchase of six heavy duty truck cab/chassis to be mounted with SAC Recycling bodies which will be utilized as curbside sort recycling vehicles for the Solid Waste Division. If you should have any questions, please contact me at 444-3498. Staff will attend both the agenda session and council meeting to respond to questions that may arise.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 17, 1998

FROM:

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

ACTION REQUIRED:

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

COST TO CITY:

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

$ 619,044.00	$ 766,000.00	Repl/Exp Sanitation Veh/Equip
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 00.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98067	$ 766,000.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

[signature] 1/28/98
Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer 1-29-98
Accounting Manager Date

ADA Coordinator Date

[signature] 2-3-98
City Attorney Date

Yolanda Fields 2-3-98
Internal Auditor Date

PVice 2-2-98
Purchasing Officer Date

STAFF RECOMMENDATION:

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

[signature] 1-26-98
Division Head Date

Department Director Date

[signature] 2-4-98
Administrative Services Director Date

Fred Hanna 2/4/98
Mayor Date

Cross Reference

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

Prev Ord/Res #: ________

Orig Contract Date: ________

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

DESCRIPTION: H/D TRUCK W/RECYCLING BODY

BIDDER	ITEM #1	
OZARK TRUCK SALES	$118,970.00 unit $713,870.00 tot	
NWA TRUCK	$98,810.72 unit $592,864.32 tot	
BARTON FREIGHTLINER	$103,174.00 unit $619.044.00 tot	$87,634.00 alt $526,804.00 alt tot
CRANE CARRIER CO	$122,174.00 unit $733,044.00 tot	
GRANT MFG	$86,262.00 unit $517,572.00 tot	
SHIPLEY MOTOR	$86,773.74 unit $520,642.44 tot	
BELL INTERNATIONAL	$100,481.66 unit $602,889.96 tot	
WASTE RESEARCH	$93,490.86 unit $560,945.16 tot	
RON BLACKWELL	$101,154.00 unit $606,924.00 tot	$103,662.80 alt $621,976.80 alt tot

Certified by P Vice
P Vice Purch Mgr

R Williams 12/23/97
Witness Date

13.06

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: January 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 97-73

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

The Bid Tabulation Sheet dated December 22, 1997, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered. .

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Solid Waste Division and Fleet Operations Division prior to submission to the Equipment Committee. The need to require strict compliance with the specifications is explained in the attachments.

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

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

** Barton Freightliner, Inc.

1998 Freightliner FL-70 Conventional Style Cab/Chassis w/SAC Model 4200 Recycle Body @ $103,174.00. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

<u>SUMMARY</u>

TO BE DELIVERED AS 6 COMPLETE UNITS:

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

TOTAL BID AWARD: $ 619,044.00

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

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Cheryl Zotti, Environmental Affairs Administrator

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: January 14, 1998

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

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

Therefore, the recommendation is as follows:

** $86,262.00 per unit FL70 Freightliner/National w/retarder

$86,773.00 per unit Mack/National(Engine too small)Exhaust Brake w/o retarder

** $87,634.00 per unit FL70 Freightliner/National w/retarder

$93,490.86 per unit 4900 IHC/Brother w/o retarder

** $98,810.72 per unit FL70 Freightliner/GS Prod w/retarder

$100,481.66 per Unit 4900 IHC/SAC w/o retarder

$101,154.00 per unit HN80 Sterling/GS Prod w/o retarder

** $103,174.00 per unit FL70 Freightliner/SAC w/retarder

$103,662.80 per unit HN80 Sterling/SAC w/o retarder

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

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

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

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Equipment Committee

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

From: Cheryl Zotti, Environmental Affairs Administrator CZ

Date: January 26, 1998

Re: **Purchase of Compartmentalized Recycling Vehicles**

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

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

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

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

Body/Compartment Capacity

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

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

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

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

The body capacity, excluding the plastic cages, of the National Recycling body is 16.3% less than the SAC Recycling body. This difference in sizes of the two bodies reflects the difference in bid price. The National Recycling body is limited in size because the height of the main body can only be 49" to allow for a reachable (76" above step) loading height of the plastics cage. The sliding loading doors of the plastic cages on the National body is on the side of the cages, flush with the bottom, resulting in a 30% reduction in cage capacity (if cages were full, opening the loading door would allow 30% of the plastic to fall out on the route).

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

Collection Efficiency

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

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

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

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

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

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

Economic Decision Factors

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

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

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

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

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

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

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

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

Summary

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

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

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

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

Conclusion

The purchase of curbside sort collection vehicles can not be selected solely on lowest bid as with most equipment purchases. These vehicles will be used daily to provide a valuable and desired service to the citizens of Fayetteville and must be purchased based on capability to efficiently and cost effectively deliver the required service. Staff invested eighteen months of research and study into this new collection method in order to provide a smooth transition, both administratively and financially. In the above sections, staff has evaluated all submitted bids based on body/compartment sizes, collection efficiency, and economic decision factors, and each has shown the SAC Recycling body to be the best option for the City's implementation of a curbside sort recycling program.

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