

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING

MAY 19, 1998

A meeting of the Fayetteville City Council will be held on May 19, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. BID 98-33:** Award of Bid 98-33 to Heckathorn Construction for the construction of a restroom facility at the Lake Sequoyah Bait Shop in the amount of \$25,113 with a 15% contingency.
- B. BID 98-26:** Award of Bid 98-26 in the amount of \$44,097.13 to Bestech Environmental Resources, Inc. for a small crematory for individual cremation services and a medium crematory for mass cremation services for use by the animal shelter. The bid award includes installation.
- C. BID 98-31:** Award of Bid 98-31 in the amount of \$45,773.00 to Cycle Connection for the acquisition of two heavy duty police motorcycles.
- D. ENGINEERING STUDY:** A resolution awarding an engineering contract to RJN Group, Inc. for a preliminary Engineering Study of the Illinois River Basin 16 sanitary sewer in the amount of \$218,595, plus approval of a 10% contingency of \$21,859.00.
- E. APPROVAL OF MINUTES:** Approval of minutes from the May 5, 1998 meeting.

II. OLD BUSINESS

III. NEW BUSINESS:

- A. VA 98-3.00:** An ordinance vacating a portion of a utility easement located on lots 14 and 15 in Sunbridge Subdivision. The request was submitted by Bill Keating on behalf of Keating Joint Venture.
- B. VA 98-4.00:** An ordinance vacating approximately 12' X 72.5' of an existing alley at 310 West Dickson Street. The request was submitted by Hiegel-Miller Architects on behalf of Joe Fennel.
- C. SOFTBALL COMPLEX:** Approval of a construction contract for \$572,804 with Heckathorn Construction for Phase II Girls Softball Complex located adjacent to Holcomb School.
- D. AMENDING RULES OF ORDER:** A resolution amending the rules of order of procedure to required the support of three alderman in order to place a discretionary item of new business on the City Council agenda.

E. BID WAIVER FOR SITE WORK: A resolution approving a bid waiver for site work at the recently demolished Summit Street water storage tank. The proposal will be for the placement and compaction of fill material within the confines of the old tank.

F. INFORMATION

5/19

	ROLL		1LW CONSENT		
SCHAPER	✓		✓		
DANIEL	✓		✓		
YOUNG	✓		✓		
ZURCHER	✓		✓		
TRIMBO	✓		✓		
PETTUS	✓		✓		
MILLER	✓		✓		
WILLIAMS	✓		✓		
MAYOR HANNA	✓				
			6-0-0.		
	POLICE				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRIMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
MAYOR HANNA					
	6-0-0.				
	1A 98-3.00				
	1st.	2nd.	3rd.		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRIMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
MAYOR HANNA					
	6-0-0.	6-0-0	6-0-0.		

	1st	2nd	3rd	4th	5th
SCHAPER					
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER					
WILLIAMS	✓				
MAYOR HANNA					
	6-0-0.				
	SOFT BALL				
SCHAPER					
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER					
WILLIAMS	✓				
MAYOR HANNA					
	6-0-0.				
	RULE / ORDER				
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
MAYOR HANNA					
	NO ACTION				

	Summit SITE WORK				
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
MAYOR HANNA					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
MAYOR HANNA					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
MAYOR HANNA					

FINAL AGENDA INFORMATION
for
May 19, 1998, Council Meeting

Given out at agenda session:

- Add resolution re rules of order
Item III.D.01
- Information only--report on County Site Search
(Handed out--not agenda item)

Attached here:

- Final Agenda
- Item IE, minutes
- Item IIIE, Summit Tank Site Restoration
- Item IIIF, Information Items

RESOLUTION NO. _____

A RESOLUTION SUPPORTING FAYETTEVILLE POLICE
CHIEF RICHARD WATSON'S EFFORTS TO STOP UNDERAGE
DRINKING IN FAYETTEVILLE.

WHEREAS, underage drinking is a community problem in Fayetteville and other cities; and,

WHEREAS, Fayetteville as a university community has a unique obligation to combat this problem and;

WHEREAS, the strict enforcement of state and local liquor laws is essential if liquor sales to minors are to be stopped and;

WHEREAS, Fayetteville Police Chief Richard Watson issued almost 300 citations and arrests over the past year pertaining to underage drinking and;

WHEREAS, Chief Watson has expressed valid concerns over the seeming lack of enforcement of state liquor laws by the State Alcohol Beverage Control Commission and;

WHEREAS, the City Council of the City of Fayetteville wishes to support Chief Watson in his campaign against underage drinking.

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

Section 1. The Mayor and City Council hereby commends and supports Fayetteville Police Chief Richard Watson's efforts to stop underage drinking in Fayetteville.

PASSED AND APPROVED this 19th day of May, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION AMENDING THE RULES OF ORDER OF
PROCEDURE TO REQUIRE THE SUPPORT OF ~~THREE~~
ALDERMEN IN ORDER TO PLACE A DISCRETIONARY ITEM
OF NEW BUSINESS ON THE CITY COUNCIL AGENDA.

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

Section 1. That the Rules of Order and Procedure of the Fayetteville Mayor/City Council
is hereby amended by adding the following to Section D.(1):

Any discretionary item of new business proposed to be placed on the Agenda
of the City Council which is objected to by an Alderman at an Agenda Session shall
not be included on the agenda without the support of three Aldermen at the Agenda
Session.

a majority

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

*If less than a majority support the item
then it will be referred to the
appropriate Council committee for review
and recommendations as to future action.*

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, May 5, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

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

ABSENT: None

Mayor Hanna opened the meeting with eight aldermen present.

Mayor Hanna announced that the resolution establishing the Human Dignity Council has been removed from the agenda at the request of the councilman who proposed it.

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to nominate Lloyd Seaton to the Walton Arts Center Foundation, a reappointment. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

CONSENT AGENDA

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

Minutes of the April 21 meeting;

WATER/SEWER OPERATIONS CENTER: A resolution approving 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;

RESOLUTION 53-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

BCBS/U.S. ABLE LIFE: A resolution exercising 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.

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Annualized total City contributions for this policy year will be approximately \$167,467;

RESOLUTION 54-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

SOUTHEAST TARGET AREA: A resolution approving a budget adjustment and contract award to Sweetser Construction, Inc., for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area;

RESOLUTION 55-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

TCA CABLE BUILDING: Moved to regular agenda.

AIRCRAFT RESCUE & FIRE STATION: A resolution approving the low bid from Buildings, Inc., in the amount of \$666,600 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;

RESOLUTION 56-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Miller moved the consent agenda. Alderman Trumbo seconded. Upon roll call, the motion carried on a vote of 8-0-1, with Alderman Young abstaining.

OLD BUSINESS

HUMAN DIGNITY RESOLUTION VETO

Mayor Hanna introduced discussion of his veto of the Human Dignity Resolution. He asked the Council if they would like to hear public comment.

Alderman Trumbo felt everything had been said publicly at the last meeting. He stated nothing would change his decision and he wanted to keep the discussion closed to the Council.

Alderman Daniel noted the crowd was too large to enable all to be heard. She stated she had read the letters sent her and received the messages and did not expect to hear much that was new.

Alderman Schaper also noted the large number of calls he has

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received and that nothing new has been heard. He encouraged having the vote and getting on with the meeting.

Alderman Pettus agreed the audience was too large to be heard individually. She agreed to keeping the discussion among the Council members.

It was determined there was a consensus not to have public comment.

Mayor Hanna explained his veto. The overwhelming number of people who contacted his office was against this resolution. About 1,450 calls supported the veto and 63 opposed it. He stated the resolution was divisive and not conducive to the spirit of Fayetteville, contrary to the resolution's intent. The resolution could result in an additional financial burden on citizens because of litigation arising from it. The resolution is unnecessary because current City policy conforms to Federal and State statutes regarding civil rights. Because of the response to this resolution, Mayor Hanna stated a referendum to place it before the public could be considered by the Council.

Alderman Williams asked about possible litigation exposure.

City Attorney Rose responded that this is a valid concern of the Council. He stated there is a risk of increased litigation, which can be true any time the Council acts. Regarding causes of action, he stated city councils are lower on the food chain than most governments and create no new Federal cause of action. No Federal court action is created. There is no State cause of action and no County. No new civil right is created. The Council is only passing a resolution.

Rose stated the only two areas he saw causing litigation would be for someone to fail to get employment because of their sexual orientation or any of the other named categories. The defense to that might include there is no contract. There are many cases that say there is no right to city employment. They may seek to have a conference with the Mayor, supervisor, staff, and aldermen to get a perceived wrong corrected. This is merely a policy and has no legal enforcement.

Rose stated another cause of action might occur if an existing employee were disciplined, fired, demoted, or in some way affected by their sexual orientation or other categories. There are a number of defenses to that. The most obvious is the

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phrasing of the resolution, which states all qualified applicants for all City positions have equal access to such employment opportunities. It applies to the hiring relationship, not the employment relationship. Another defense is the City has at-will employment. The personnel policy has administrative remedies rather than legal remedies.

Rose stated if all the defenses fail and a wrongful discharge case occurs, relevant depositions would be taken regarding prejudices. Damages are generally limited to reinstatement and back pay. He has not had a wrongful discharge case during his term in office. The County has a similar policy and to his knowledge has not had litigation.

Alderman Pettus asked if there is potential for punitive damages.

Rose stated he is not aware of anything that would give rise to a punitive damage claim. Regarding outrageous acts, we have tort immunity for negligent acts, not for willful or intentional acts. There are some protections under Title 7, the Civil Rights Act, for sexual harassment, but there is no direct mention of sexual orientation. The Arkansas Civil Rights Act does not mention it. He knew of no other municipality that has this. He mentioned the County has one and that the Council had been provided with the University's affirmative action statement. Nineteen states have some form of it. A number of cities across the United States have some form of it. Louisiana has a governor's proclamation along these lines and New Orleans has a lengthy sexual orientation document.

Alderman Trumbo stated he understands the City's resolution is quite a bit different from the County's and the University's.

Rose stated the County's seems a little broader than the City's. He read from the University's statement. He also read from the City's current policy, which says the City is committed to providing a work place free of discrimination. He noted it does not include ancestry or familial status. Also, familial status usually pertains to having children and is generally included with regard to housing, not employment.

Rose agreed the County and University policies do not encourage institutions, organizations, and businesses to conduct their behavior in a manner that promotes the values of this resolution.

Alderman Trumbo read a prepared statement. He thanked the

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citizens who contacted him regarding this resolution. He stated he is not aware of the City discriminating against anyone in its hiring policies and does not believe it should. He apologized to David Garcia, a citizen who felt his comments had been cut off at the last Council meeting. He explained his intent was to afford everyone present who wished to speak the opportunity to do so.

Alderman Trumbo stated he would support the veto for several reasons. The resolution is poorly written and too broad. Sexual orientation is not defined. Other cities and counties that have included this phrase have defined it. Also, institutions, organizations, and businesses are not defined and are subject to interpretation. The language that the City will encourage these entities to conduct their behavior in a manner that promotes the values represented by the spirit of the resolution is an attempt to dictate or regulate the values of others and to establish social policy. This is not appropriate action for the Council. Alderman Trumbo stated discrimination can be made illegal and have legal remedies, but you cannot force people to hold certain values or morals or to believe one way or the other. Neither the United States nor the State of Arkansas has included the term sexual orientation in its civil rights act. The City has the authority to pass an antidiscrimination act that applies to the City. It does not have the authority to regulate any discrimination policies that apply to the private sector and which are broader than the Arkansas Civil Rights Act.

Alderman Trumbo stated this resolution has not promoted better relations between the gay and straight communities. He would have supported a resolution that provided protection against discrimination against homosexuals by the City. This resolution is not in the City's best interest. He stated he thinks Alderman Zurcher will attempt to reintroduce the provisions he removed from this resolution, if the veto is overridden, specifically the Human Dignity Council. He hoped any anger and any ill feelings that have surfaced will be forgotten and forgiven and that all people will respect each other's moral convictions.

Alderman Pettus read a prepared statement. She thanked all citizens who contacted her on this issue. The overwhelming majority of calls supported her vote against the resolution. Many asked about putting this resolution to a public vote. She had no hope the present Council would allow or listen to these concerns. The insidious wording of the resolution is such that you can't vote against it without voting against human dignity and being branded a heartless bigot.

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Alderman Pettus stated she would support the veto because the language of the resolution does more than say the City will not discriminate against certain classes of people. If that were its sole purpose, she doubted the proponents of the resolution would have submitted it. She read from the City policy concerning discrimination, which says the City is committed to providing a work place free from discrimination. She supports the City's already stated policy. The new resolution reads, "The City of Fayetteville shall model for the community and encourage all other institutions, organizations, and businesses in the city to conduct their institutional behavior in a manner that promotes the values represented by the spirit of this resolution." She asked what the proponents of this resolution would ask the Council to do next in order to enforce this part of the resolution.

Alderman Pettus stated she sees this resolution as a slap in the face to those who practice what others preach. The voters have never had opportunity to test the Council's mettle on this kind of issue. Arguing that this is just an administrative act is sophistry. The Council was not elected to make this decision or to decide what should or should not be the social mores and values of our people. The Council passed in one meeting a resolution with political, economic, or legal effects we can't begin to gauge. The proponents took a year to put it together. The relative merits of this resolution are larger than the Council. It belongs to the people to study and debate. This has become a major issue. She challenged the Council to let the people decide this issue.

Alderman Miller stated we should extend civil rights to everybody. Fayetteville is a ground breaking city; he would vote to support the resolution.

Alderman Williams responded to concerns about the language encouraging others to promote the values represented by the resolution. Those values are not homosexual values. As stated in the resolution, they promote a prevailing climate of fairness, justice, and inherit worth and dignity of all persons. Quality of life is promoted by equal protection under the law. Human bonds are strengthened when respect and dignity are reflected in our laws. The City of Fayetteville wishes to promote equal protection under the law.

Alderman Williams stated the meat of the resolution is in the second part, that the City will not discriminate against

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homosexuals, which supports what the City practices. This resolution does not affect any private business or landlord in Fayetteville. This is a resolution to keep the government's nose out of the citizen's private life. It is a resolution of neutrality. All citizens will be treated equally, without favor.

Alderman Williams stated it became obvious to him at the last meeting that a vote against the resolution was a vote for discrimination and prejudice. He stated if he gave in to political pressure to vote against this resolution, he would not be worthy of re-election. Referring this issue to the voters might be a smart political move, but it is not wise. It would continue the polarization in Fayetteville. The decision is for the Council to make.

Alderman Schaper stated this resolution simply states the City will not discriminate in hiring against a few additional classes of folks that have a concern. Some are already protected; some are not. He personally feels a person should be hired on his or her merits and on no other consideration. It is a fine thing for the City to model.

Alderman Daniel stated the resolution is simply a goodwill gesture. In this country we have a fundamental separation of church and state. A lot of the opinions she heard were based on religious beliefs. As a municipality, she wanted to join the side of equality and nondiscrimination.

Alderman Young stated one basis for judgement is what is in the best interest of Fayetteville. He also must represent the majority view of Ward 2 and of the city. This cannot be based on phone calls. The cost has been addressed by the City Attorney. It would be hard for the University Chancellor to attract quality faculty and students if this resolution fails. The University is the main economic engine of this city. He'd received a call indicating the company he works for might lose business if he votes for this resolution. The owner of the company he works for came to Fayetteville just to talk to him. He stated this demonstrates what depths of degradation religion has been reduced to. Aldermen take oaths to uphold our State and Federal constitutions and their principles; therefore, he would vote for this resolution.

Alderman Zurcher stated he had believed this was mainly an administrative measure stating what the City already does. The

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passing of this policy affirms the worth and dignity of all people. It is good to announce we advocate basic human justice and fairness.

Mayor Hanna recognized the presence of State Representative Dave Bisbee in the audience. He had come to address the Council, but would not be heard as the Council had declined to hear public comment.

Alderman Zurcher moved to override Mayor Hanna's veto of the Human Dignity Resolution. Alderman Schaper seconded. Upon roll call, the motion carried on a vote of 6 to 2, with Aldermen Trumbo and Pettus voting no.

WARD BOUNDARIES

Mayor Hanna introduced an ordinance changing the ward boundaries for the City of Fayetteville. The ordinance was left on second reading at the April 21, 1998, meeting.

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

City Attorney Rose read the ordinance for the third time.

David Garcia, Citizens for Fair Government, stated that on the first reading of this proposal, Citizens for Fair government opposed it. He publicly apologized to Councilman Williams for the organization's distribution of flyers in Ward 1 which contained inaccuracies and misinterpretations of Williams' motivation for this ward redrawing.

Mayor Hanna called for the vote.

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

ORDINANCE 4091 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 second reading at the April 21, 1998,

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meeting.

Alderman Schaper moved to take this off the table. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alett Little, Planning Director, stated the Planning Commission discussed this at two meetings. At the April 27 meeting, they took a vote which failed 5 to 1.

Alderman Young stated if they are making the findings, it should not be difficult to have a separate vote.

Rose did not know if a separate vote would make the City more secure or not, from a legal point of view. He could not think of any court cases relating to Planning Commission findings of facts or conclusions of law.

Alderman Schaper felt the language would unduly restrict the Planning Commission.

Alderman Trumbo would have given it more consideration if the vote had been stronger than 5 to 1 in the Planning Commission.

There were no comments from the public.

Mayor Hanna called for the vote.

Upon roll call, the ordinance failed on a vote of 3 to 5, with Aldermen Young, Zurcher, and Miller voting in favor of it.

REZONING APPEAL/RZ98-7.00/MARQUESS/DYKEMA

Mayor Hanna introduced an appeal of rezoning request RZ98-7.00 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 containing 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 first reading at the April 21, 1998, meeting.

Alderman Miller moved to suspend the rules and go to the second reading. Alderman Schaper seconded. Upon roll call, the motion

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carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the second time.

Mike Pehosh, 46th Street resident, asked that this property be zoned for half-acre lots or at least have a bill of assurance that the property would have at least one-third acre lots. This subdivision will devalue his property. He estimated 500 cars will be added to the traffic on 46th Street, which is somewhat dangerous now. Fifteen acres will be in the Farmington School District, but historically the likelihood is those people will go to Fayetteville schools. Traffic will be locked up to Persimmon Street. Property along Highway 16 has developed rapidly with small homes and small lots. Some of it is already deteriorating. The long-term quality is questionable. If this type of development is allowed to continue, residents who really care about the west side of town and have maintained their property will be forced to move.

Gary Adams, N. 46th Avenue, stated he'd bought his house ten years ago because of the neighborhood, nice houses on nice sized lots. Over the past five years, he has been surrounded by "affordable" housing. He asked for RL or RE zoning, not R-1.

Michele Harrington, attorney representing the developers, passed out copies of a recent newspaper article showing the need for this type of housing. R-1 is able to be developed into nice homes and subdivisions. This development will have houses in the \$70,000 to \$110,000 range. This category should not be neglected.

Mark Marquess, developer, stated there has always been conflict in Fayetteville on where to put a subdivision of homes not valued at \$150,000. Most planning commissions and councils nationwide consider R-1 good zoning. He stated he is not talking about putting in slum housing, apartments, duplexes, PUDs, or an R-1.5 subdivision. R-1 is a fair zoning. He asked where the working public would live if not provided with affordable housing. He stated we are a block grant community. We are given a grant every year to provide infrastructure or to empower the City to promote affordable housing. He did not think pride in homes is limited to expensive homes.

O. E. Luttrell, 4480 Luttrell Lane, stated the issue is that a neighborhood of larger homes exists here. It is only fair that the rezoning not be taken to the extreme of this type of R-1.

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There should be consideration for the value of property around there.

Wayne Flora, 5890 Michael Cole Drive, lives on three, three-acre lots. A son who wants to build on one of the lots was told by the City that the sewer system at that end of town is overloaded. He stated the sewer and road infrastructure needs to be upgraded before there is more development.

Bill Jowers, 452 N. 46th, stated water drainage will be a problem. There is a natural gas line on the far east end of this property. They have a 20' easement on the west side and a 40' easement on the east side, which needs to be considered. There is an electric transmission line where an entrance is planned. He commended the Council on the number of building permits issued being down.

Millard Goff, N. 46th Avenue, stated there are a few good houses on the west side of town. There are no new good houses on the west side of town. There are no lots available for good houses to be built on the west side of town. The reason is because affordable housing began to be built a few years ago. He asked what is wrong with having a few good lots on the west side. The people who were originally there did not change the housing environment on the west side. The City did.

Steve Estes, Engineering Design Associates, stated three accesses are proposed. Regarding drainage, they are required by ordinance to take into account fully developed upstream conditions. Two hundred and six lots are proposed, which will probably go down because the Parks Department does not want the property set aside, so they will have to take out some other lots or give money. The gas line will be addressed during the preliminary plat phase.

Tom Sager represented the owners of the property. He stated everything is motivated by supply and demand. If there was a demand for RE or RL, it would be asked for. He stated this developer puts up quality homes that are in demand. They are entitled to make money on the risk they take.

Mark Marquess, developer, stated he did not think this was going to pass and asked that it be withdrawn so as not to put anyone on the hot seat. He did not want to see the landowner be distressed in selling it. If the rezoning is voted down, the owner would not be able to come back for one year.

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City Attorney Rose did not know if withdrawing this would allow the owner to come back within a year.

Alett Little, Planning Director, stated the Planning Commission does allow the applicant to withdraw if there has been adequate public representation. This was a Planning Commission denial, so the year is in effect. They could come back with a different designation.

Mr. Sager, representing the land owners, asked that it be voted on as R-1.

Ms. Harrington stated Mr. Marquess agreed to go ahead with the vote, if there is going to be a penalty anyway.

Alderman Williams suggested leaving it on second reading unless it was certain the penalty still applies.

Ms. Harrington thought they would rather not belabor the issue. The landowners want to know if it is voted down.

Little read from Section 160.156 of the Code of Fayetteville, "No application for zoning amendment will be considered by the Planning Commission within 12 months from the date of final disapproval of a proposed amendment, unless there is evidence submitted to the Planning Commission which justifies reconsideration." She stated from the date of final disapproval would be the Planning Commission's vote, if there is no vote taken by the Council. If there is a vote taken by the Council, that is the date of final disapproval.

Alderman Daniel asked about the sewer plant's DPC&E application.

Kevin Crosson, Public Works Director, stated an agreement was reached that the application would not be considered until the stream studies were done and the facility plan was done. He stated he is not aware of a situation that would not allow a hook up here.

Mr. Sager stated he approved of Ms. Harrington's and Mark Marquess's request.

Alderman Schaper moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 5-1-2, with Alderman Miller voting no and Aldermen Young and Pettus abstaining.

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City Attorney Rose read the ordinance for the third time.

Alderman Schaper stated Fayetteville has a very large percentage of rental housing. It is important to be consistent when considering this kind of subdivision and the subdivisions on the east side of town. One of the major issues of a recent large rezoning on the east side was access. We were very insistent in that case on having access to Highway 45 and to Township. This proposed subdivision basically has one access; it all comes out to 46th Street. This area is already overloaded. It is premature to rezone this and allow this kind of density.

Alderman Zurcher agreed the city is not ready for more traffic out there at this time.

Alderman Trumbo stated he would be in favor of it as R-1 with a bill or assurance that they wanted to offer one-third acre lots.

Alderman Williams stated the Council protected county residents on the east side of town when a subdivision was proposed near their large lots. The same thing applies here. He is not sure more R-1 is needed in the west side of town.

Mayor Hanna called for the vote.

Upon roll call, the ordinance failed on a vote of 0-6-2, with Aldermen Young and Pettus abstaining.

STREET NAME CHANGE/CATO SPRINGS/RAZORBACK

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. This ordinance was left on first reading at the April 21, 1998, meeting.

Alderman Schaper 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.

City Attorney Rose read the ordinance for the second time.

Charles Venable, Assistant to the Public Works Director, stated that according to the 911 coordinator this is no problem. He stated he had been reminded that the sale was contingent on having a Razorback Road address. He will send a copy of this to

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the State for use when making up the highway exit sign.

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

City Attorney Rose read the ordinance for the third time.

There were no comments from the audience.

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

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

ORDINANCE 4092 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

RZA98-8.00 & RZ98-9.00/PRESTIGE PROPERTIES

Mayor Hanna introduced ordinances approving annexation and rezoning requests 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 .93 acres. The rezoning request is to rezone the property from A-1, Agricultural, to R-1, Low-Density Residential.

City Attorney Rose read both ordinances for the first time.

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

City Attorney Rose read both ordinances for the second time.

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

City Attorney Rose read both ordinances for the third time.

There were no comments from the public.

May 5, 1998

Mayor Hanna called for the vote on the annexation.

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

ORDINANCE 4093 AS RECORDED IN THE CITY CLERK'S OFFICE.

Mayor Hanna called for the vote on the rezoning.

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

ORDINANCE 4094 AS RECORDED IN THE CITY CLERK'S OFFICE.

BID WAIVER/PARKING METERS/DUNCAN INDUSTRIES

Mayor Hanna introduced approval of an ordinance providing for a bid waiver for the purchase of replacement parking meters from Duncan Industries for 1998.

City Attorney Rose read the ordinance for the first time.

Ben Mayes, Administrative Services Director, stated this is the continuation of a three-year plan to replace the meters in the downtown-Dickson area.

There were no comments from the public.

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

City Attorney Rose read the ordinance for the second time.

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

City Attorney Rose read the ordinance for the third time.

Mayor Hanna called for the vote.

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

ORDINANCE 4095 AS RECORDED IN THE CITY CLERK'S OFFICE.

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BID WAIVER/RECYCLING PROGRAM

Mayor Hanna introduced 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.

City Attorney Rose read the ordinance for the first time.

Alderman Miller stated this was discussed at the Equipment Committee meeting. The trucks needed do not exist. If we bid it, we could probably get delivery in the middle of 1999. Fulton Sanitation is kicking us out in January. This will allow the City to buy what we need so that we can seamlessly go into our new curbside recycling program.

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

City Attorney Rose read the ordinance for the second time.

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

City Attorney Rose read the ordinance for the third time.

There were no comments from the public.

Mayor Hanna called for the vote.

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

ORDINANCE 4096 AS RECORDED IN THE CITY CLERK'S OFFICE.

TCA CABLE BUILDING

Mayor Hanna introduced 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. This item was removed from the consent agenda.

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There were no comments from the public.

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

RESOLUTION 57-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

BRADBERRY PROPERTY

Mayor Hanna introduced a report from the City Attorney on the Bradberry property acquisition.

City Attorney Rose stated the Council had instructed him to negotiate a sale of the Bradberry property to allow the south plaza to be built on that area. Since that time, he has met with Ann Boyd and John Bradberry, attended A & P meetings where public comment was heard, and has talked to a number of the council members. His meetings with Ms. Boyd and Mr. Bradberry have been cordial. They have been cooperative and open about supporting the town center. They are still reluctant to enter into a sale. They wish to discuss a lease that has many of the advantages of a sale of property to the City. They are willing to discuss an evergreen lease, a lease that would allow the City a lengthy term that may be renewed at the option of the City. It gives the Bradberrys the protection they desire for their property. They want parking next to their building, underneath the town plaza, for approximately 32 automobiles. We have talked about them having reasonable design oversight. They want to ensure the plaza fits in with their two buildings and allows them reasonable access on either side and does not run up their wall, block their view, or diminish rental value. We have begun to talk about Mr. Alderman doing a rather detailed drawing of the plaza and having this and written assurances attached to the lease. Substantial changes to the design would require approval of the Bradberrys.

Rose asked for further instructions.

Alderman Pettus asked how we got back to a lease, having voted to consider a sale only.

Alderman Williams replied he had informed Mr. Bradberry's son that one of the reasons the Council had voted that way was because Mr. Bradberry had said he would never consider a sale. Williams stated he asked the son if he would put everything back on the table and see what the Council would come forward with.

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The line blurs between a sale and a lease if different things are built into a lease. He stated he did not try to commit the Council but had indicated to City Attorney Rose that he was amenable to listening to everything if the Bradberrys were willing to start again.

Alderman Schaper stated he was concerned with protecting the public interest by not having the entrance to a \$7 million public facility cut off by a private land owner. If we have a way to arrange a lease where it is absolutely not possible to hold us up at any point in the future, that may not differ from a sale. It would be simpler to sell us the land; but if it can be done in a way that guarantees the public interest will be served, it doesn't matter what it's called.

Alderman Miller agreed the vote was to not consider a lease, but that ties the City Attorney's hands. He advocated not closing the door.

Alderman Pettus was concerned about the legalities of a 99-year lease. The Arkansas Constitution prohibits such a thing. You can do an annual renewable lease.

Rose stated you can do a number of things along those lines. You can have budgetary approval year to year or pay all the lease payment the first year.

Alderman Williams stated a letter from the Bradberrys to the A&P Commission indicated a "nominal" rent.

Rose stated no figure has been agreed on. The Bradberrys want to be sure it is okay for him to take this direction. They thought a dollar a year was ridiculous and he told them a thousand dollars a year was ridiculous.

In response to a question, Rose stated the City could go forward with a condemnation after entering into a lease. The value of the land could be a lot higher then.

Alderman Williams could not see how they could request more than a dollar a year, since we are giving them better parking and building a beautiful facility next to them.

Alderman Trumbo suggested having another vote in order to continue negotiations.

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Alderman Trumbo moved to give City Attorney Rose the authority to enter into negotiations with the Bradberry family for purchase price, if not that, then in conjunction with a lease proposal to bring back to the Council. Alderman Miller seconded.

Lamar Pettus, Chairman of the Off-Street Parking Improvement District No. 1, stated he watched the A&P Commission meeting and it was definitely represented by Alderman Williams that the Council might change its mind and talk about a lease instead of a sale. He stated Williams undermined the Council's authority. He stated the Off-Street Parking Improvement District owns a lot of the parking in this area and sold the City the parking lot on which the town center would be built. They did that because they were promised 250 parking spaces for public use. That was reduced by the A&P Commission to 150. If the City gives Bradberry 32 spaces, the number is reduced to 120 spaces. The Off-Street Parking Improvement District passed a resolution protesting the number of parking spaces in the area. They want the 250 parking spaces as promised for free public use.

Mr. Pettus pointed out the City appraised parking space in downtown Fayetteville at a minimum of \$2,700 a space. Mr. Bradberry's dreams of building on that lot would not be admissible in court. The lot can be bought for 32 x \$2,700 in a condemnation. The Off-Street Parking Improvement District thinks the City has misrepresented the facts to them. They represent some 87 land owners and have paid taxes for 20-something years to assure parking, and the City has consistently given it away. He asked that the City take a position to only buy the land.

Richard Alderman, architect, stated the highest number of parking spaces listed is 230. That included the parking spaces under the plaza. To save money, 30 parking spaces were taken from under the plaza and put in the deck, as it was redesigned. There would still be 230 parking spaces. We can bid the lower area or the area under the plaza for about the same money. We are going to bid 230 parking spaces no matter what.

Mr. Pettus read from an A&P Commission report which states very specifically there will be a 14,000 sq. ft., multiple use convention center with 250 parking spaces. The Off-Street Parking District has asked the Attorney General's office to determine if they can sell the rest of their parking spaces to an entity other than the City. He asked for an opportunity to have public input from downtown businesses.

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

Upon roll call, the motion carried on a vote of 7 to 1, with Alderman Pettus voting no.

GREENSPACE WAIVER/EASTON PARK

Mayor Hanna introduced 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.

Jim McCord, attorney, stated this is a recommendation of the Parks Advisory Board, not a request from the developer. The Board is advising that part of this land be dedicated as park land and part be money in lieu of land dedication. The developer has acquiesced to that, \$26,250. He asked that the Council approve the recommendation.

Bill Ackerman, Parks & Recreation Advisory Board, stated the tract of land is adjacent to a 20-acre park we already have. The development has a little over two acres that has a pond area that is not conducive to needs in that area. However, 2.48 acres ties in nicely with the Crossover Park and a path to the school. This is the best use of money and land at the Parks level. We are now overloaded with property scattered throughout the community and underbudgeted to maintain it.

Alderman Miller moved the resolution. Alderman Williams seconded. Upon roll call, the resolution carried on a vote of 8 to 0.

RESOLUTION 57-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ADJOURNMENT

Alderman Schaper announced a Water & Sewer Committee meeting.

Mayor Hanna adjourned the meeting at 9:35 p.m.

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer 
Thru: Kevin Crosson, Public Works Director 
Charles Venable, Ass't PW Director 

Subject: Summit Tank Site Restoration
Bid Waiver for Site Work

Date: May 13, 1998

The City Staff is presently considering asking the Council for a bid waiver for site work at the recently demolished Summit Street water storage tank. The demolition of the tank consisted of removal of the concrete top and knocking down the exposed walls. This proposal would be for the placement and compaction of fill material within the confines of the old tank.

We are developing the exact scope of work for the project and generating the associated detailed Plans and Specifications. We expect to be talking with the Contractor this week and will get a price proposal from him by the afternoon of Monday, May 18. If the price proposal is satisfactory and the Staff feels it is in the best interests of the City to do so, we will ask the Council to waive competitive bids for the work.

The justification for the waiver of competitive bids would be based on the public safety concerns and cost benefits to the City. The major consideration would be the desire and need to eliminate the hazardous conditions that now exist at the site as quickly as possible.

The detailed plans and specifications being developed by the Engineering Division will be for total restoration of the site. If no bid waiver is approved, we would advertise and bid the entire project right away. If some of the work is done with a bid waiver, we would then bid the balance of the work later this summer. In any event, we will have the work totally completed by the end of summer.

The final slopes will all be less than three to one except in the southwest corner of the site and at the southwest corner of the old filter building. The final ground cover will be grass established either by seeding and mulching or by the placement of sod. The old pump station building and all above ground piping, manholes, and power poles will be removed under a subsequent contract and will not be a part of the proposed bid waiver project.

The Water and Sewer Maintenance Division is developing plans to abandon all existing water and sewer piping on the site with the exception of a high pressure line needed to supply water to the immediate area.

We would hope to have a written recommendation that could be furnished to the Council during the regular Council tour next Monday afternoon.

**CITY OF FAYETTEVILLE
BID QUOTATIONS**

#1

Purchase Date April 30, 1998
Investment Offered \$575,000.00 (\$590,000.00 If T - Bill)
Maturity Date Requested October 29, 1998
Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/30/98	04/30/98	04/30/98	04/30/98
MATURITY DATE	10/29/98	10/29/98	10/29/98	10/29/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182

T - BILL BIDS

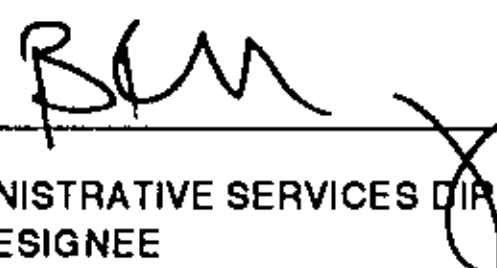
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - BILL INTEREST EARNINGS				

T - NOTE/OTHER BIDS

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

CD BID	No Bid	No Bid	No Bid	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 _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

**CITY OF FAYETTEVILLE
BID QUOTATIONS**

#1

Purchase Date April 30, 1998
Investment Offered \$575,000.00 (\$590,000.00 If T - Bill)
Maturity Date Requested October 29, 1998
Number of Days 182 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	AWARDED MERRILL LYNCH
SETTLEMENT DATE	04/30/98	04/30/98	04/30/98	04/30/98
MATURITY DATE	10/29/98	10/29/98	10/29/98	10/29/98
DISCOUNT OR COUPON RATE	5.060	5.000		5.090
YIELD	5.270	5.200		5.290
DAYS BID	182	182	182	182

T-BILL BIDS

CALCULATED YIELD	5.270	5.201		5.296
FACE VALUE	590,000.00	590,000.00		590,000.00
BOOK VALUE	574,892.64	575,086.11		574,819.30
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	15,107.36	14,913.89		15,180.70

T-NOTE/OTHER BIDS

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

CD BID

CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
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CD EFFECTIVE YIELD			No Bid	
T-BILL EFFECTIVE YIELD	5.270	5.200		5.296
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

**CITY OF FAYETTEVILLE
BID QUOTATIONS**

#2

Purchase Date	April 30, 1998			
Investment Offered	\$1,500,000.00	(\$1,465,000.00 if T - Note)		
Maturity Date Requested	Sept. 15 - 30, 1999	09/30/99 if CD		
Number of Days	503 - 518 Days	518 Days if CD		
	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/30/98	04/30/98	04/30/98	04/30/98
MATURITY DATE	09/30/99	09/30/99	09/30/99	09/30/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	518	518	518	518

T-BILL BIDS

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

T-NOTE/OTHER BIDS

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

CD BID	No Bid	5.400	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		120,915.00		
CD EFFECTIVE YIELD		5.680		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	April 30, 1998			
Investment Offered	\$1,500,000.00	(\$1,465,000.00 If T - Note)		
Maturity Date Requested	Sept. 15 - 30, 1999	09/30/99 If CD		
Number of Days	503 - 518 Days	518 Days If CD		
	<u>A. G. EDWARDS</u>	<u>DEAN WITTER</u>	<u>LLAMA CO.</u>	<u>MERRILL LYNCH</u>
SETTLEMENT DATE	<u>04/30/98</u>	<u>04/30/98</u>	<u>04/30/98</u>	<u>04/30/98</u>
MATURITY DATE	<u>09/30/99</u>	<u>09/30/99</u>	<u>09/30/99</u>	<u>09/30/99</u>
DISCOUNT OR COUPON RATE	<u>5.750</u>	<u>7.125</u>		<u>5.750</u>
YIELD	<u>5.650</u>	<u>5.564</u>		<u>5.660</u>
DAYS BID	<u>518</u>	<u>518</u>	<u>518</u>	<u>518</u>

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		<u>2.35</u>		
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE	<u>1,465,000.00</u>	<u>1,465,000.00</u>		<u>1,465,000.00</u>
BOOK VALUE	<u>1,466,831.25</u>	<u>1,495,673.44</u>		<u>1,468,891.41</u>
HANDLING FEE		<u>2.35</u>		
T-NOTE INTEREST EARNINGS	<u>122,328.20</u>	<u>151,521.55</u>		<u>122,333.74</u>
CALCULATED YIELD	<u>5.641</u>	<u>5.551</u>		<u>5.540</u>
DISCOUNT/(PREMIUM)	<u>(1,831.25)</u>	<u>(30,673.44)</u>		<u>(3,891.41)</u>
PURCHASE INTEREST	<u>6,904.71</u>	<u>8,555.84</u>		<u>6,904.71</u>

CD BID

CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD	<u>5.641</u>	<u>5.551</u>		<u>5.540</u>

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#3

Purchase Date	April 30, 1998			
Investment Offered	\$1,300,000.00 (\$1,270,000.00 if T - Note)			
Maturity Date Requested	October 15 - 31, 1999 (Oct. 21, 1999 if CD)			
Number of Days	533 - 549 Days	(539 Days if CD)		
	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	04/30/98	04/30/98	04/30/98	04/30/98
MATURITY DATE	10/21/99	10/21/99	10/21/99	10/21/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	539	539	539	539

T-BILL BIDS

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

T-NOTE/OTHER BIDS

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

CD BID	No Bid	5.400	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		109,215.12		
CD EFFECTIVE YIELD		5.689		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#3

Purchase Date	April 30, 1998			
Investment Offered	\$1,300,000.00	(\$1,270,000.00 if T - Note)		
Maturity Date Requested	October 15 - 31, 1999 (Oct. 21, 1999 if CD)			
Number of Days	533 - 549 Days	(539 Days if CD)		
	<u>A G EDWARDS</u>	<u>DEAN WITTER</u>	<u>LLAMA CO</u>	<u>MERRILL LYNCH</u>
SETTLEMENT DATE	<u>04/30/98</u>	<u>04/30/98</u>	<u>04/30/98</u>	<u>04/30/98</u>
MATURITY DATE	<u>10/31/99</u>	<u>10/31/99</u>	<u>10/31/99</u>	<u>10/31/99</u>
DISCOUNT OR COUPON RATE	<u>5.625</u>	<u>5.625</u>		<u>5.875</u>
YIELD	<u>5.680</u>	<u>5.580</u>		<u>5.520</u>
DAYS BID	<u>549</u>	<u>549</u>	<u>549</u>	<u>549</u>

T-BILL BIDS

CALCULATED YIELD	<u></u>	<u></u>	<u></u>	<u></u>
FACE VALUE	<u></u>	<u></u>	<u></u>	<u></u>
BOOK VALUE	<u></u>	<u></u>	<u></u>	<u></u>
HANDLING FEE	<u></u>	<u>2.35</u>	<u></u>	<u></u>
T-BILL INTEREST EARNINGS	<u></u>	<u></u>	<u></u>	<u></u>

T-NOTE/OTHER BIDS

FACE VALUE	<u>1,270,000.00</u>	<u>1,270,000.00</u>	<u>1,270,000.00</u>
BOOK VALUE	<u>1,269,007.81</u>	<u>1,270,793.75</u>	<u>1,278,731.25</u>
HANDLING FEE	<u></u>	<u>2.35</u>	<u></u>
T-NOTE INTEREST EARNINGS	<u>110,228.30</u>	<u>110,173.71</u>	<u>115,036.13</u>
CALCULATED YIELD	<u>5.664</u>	<u>5.566</u>	<u>5.380</u>
DISCOUNT/(PREMIUM)	<u>992.19</u>	<u>(793.75)</u>	<u>(8,731.25)</u>
PURCHASE INTEREST	<u></u>	<u></u>	<u></u>

CD BID

CD INTEREST EARNINGS	<u></u>	<u></u>	<u></u>
INTEREST ON INTEREST BASIS	<u></u>	<u></u>	<u></u>

CD EFFECTIVE YIELD	<u></u>	<u>No Bid</u>	<u></u>
T-BILL EFFECTIVE YIELD	<u></u>	<u></u>	<u></u>
T-NOTE/OTHER EFFECTIVE YIELD	<u>5.664</u>	<u>5.565</u>	<u>5.380</u>

INVESTMENT NUMBER

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 5/12

HANDOUTS:

RULES OF ORDER 3 ALDERMAN'S PLACE ON AGENDA.
Report from Venable Ed dist. section. run agenda item.

DISTRIBUTED TO:

☐ Stephen Miller

☒ Jerry Rose

☒ Kit Williams

☐ Alett Little

☒ Cyrus Young

☒ Steve Davis

☒ Randy Zurcher

☒ NWAT

☒ Trent Trumbo

☒ M. News

☒ Donna Pettus

☐ KIX

☐ Len Schaper

☒ Democrat-Gazette

☒ Heather Daniel

☐ Robyn/Lana

☒ Mayor Hanna

☐ Jane

☒ Nancy Hendricks

☒ Ben Mayes

☒ Kevin Crosson

☒ Charlie Venable

NOTES:

RESOLUTION NO. _____

A RESOLUTION AMENDING THE RULES OF ORDER OF
PROCEDURE TO REQUIRE THE SUPPORT OF THREE
ALDERMEN IN ORDER TO PLACE A DISCRETIONARY ITEM
OF NEW BUSINESS ON THE CITY COUNCIL AGENDA.

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

Section 1. That the Rules of Order and Procedure of the Fayetteville Mayor/City Council
is hereby amended by adding the following to Section D (1):

Any discretionary item of new business proposed to be placed on the Agenda
of the City Council which is objected to by an Alderman at an Agenda Session shall
not be included on the agenda without the support of three Aldermen at the Agenda
Session.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



CHARLES A. JOHNSON
County Judge

WASHINGTON COUNTY

STATE OF ARKANSAS
Washington County Courthouse
280 N. College Ave., Suite 210
Fayetteville, Arkansas 72701
Telephone 444-1700

Report

May 11, 1998

The Honorable Fred Hanna
Mayor, City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Mayor Hanna:

Please accept this letter as an informational briefing regarding the County's site search for a new Road Department location and property which could be used for other county facilities in the future. As you know, our current operation just west of North Gregg Street is on a heavily traveled street with poor outlets to the highways traveled to our rural work sites.

Following an analysis by our consultant, George Faucette, of properties available for purchase, I recommended to the Quorum Court a site referred to as the Starr Property which is well-situated for access to the Highway 71 Bypass and is located in a sparsely developed area adjacent to local industrial and warehousing uses. The 73-acre tract is abutted by the Arkansas-Missouri Railroad right-of-way to the West; U.S. 71 Bypass to the South; Tyson's Mexican Original and McBride Distributing to the East; and underdeveloped property to the North.

I have, in fact, made an offer on the property for the County subject to certain conditions being met including appropriation by the Quorum Court of the money needed to make the purchase. We also arranged to have an engineering assessment done to investigate soil conditions and access issues.

In an effort to inform you and the City Council of the proposed project, I am enclosing a copy of the boundary survey and a vicinity map. As always, your comments or suggestions are welcome and would be appreciated.

Sincerely yours,

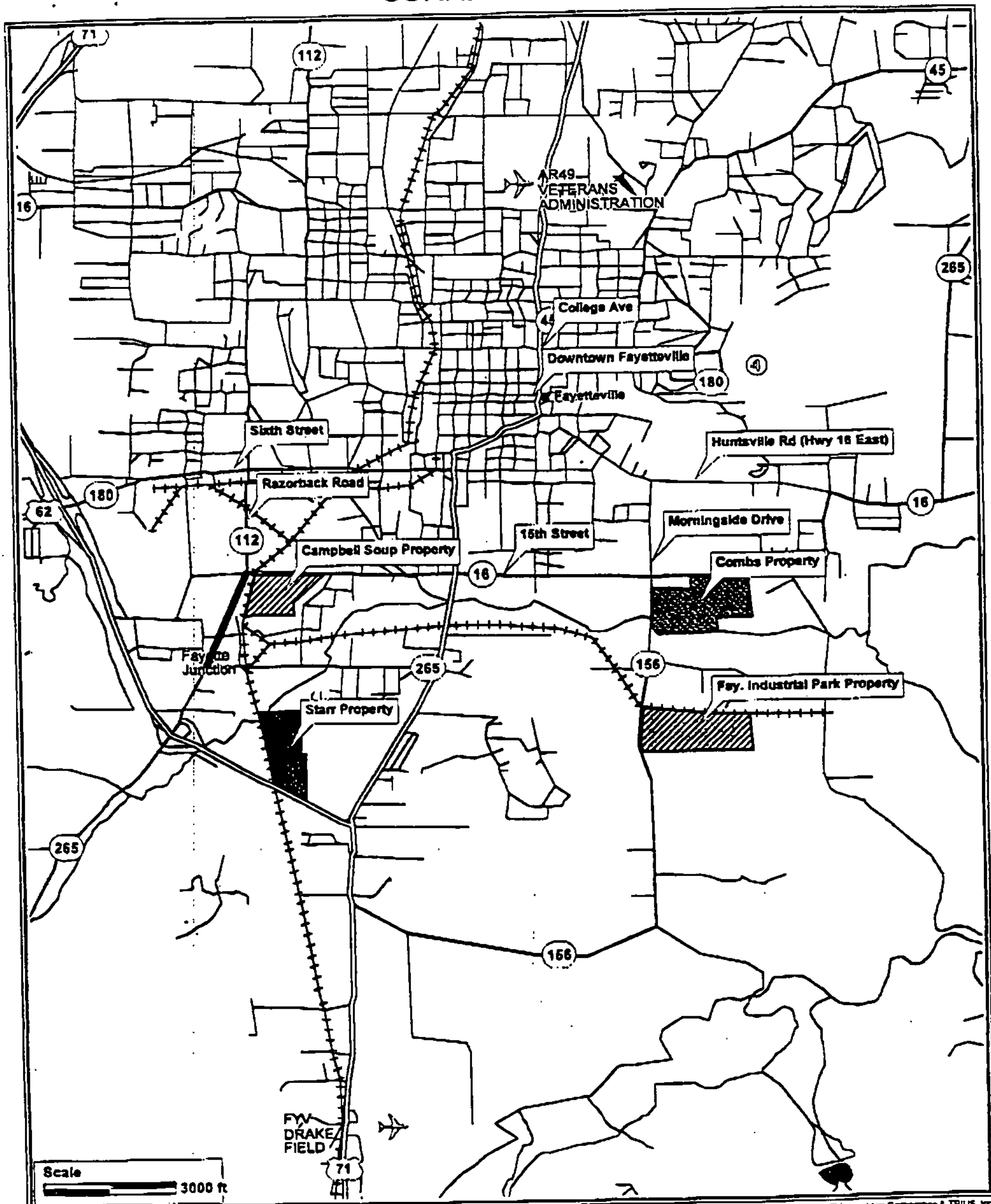
A handwritten signature in cursive script, reading "Charles A. Johnson", followed by a horizontal line.

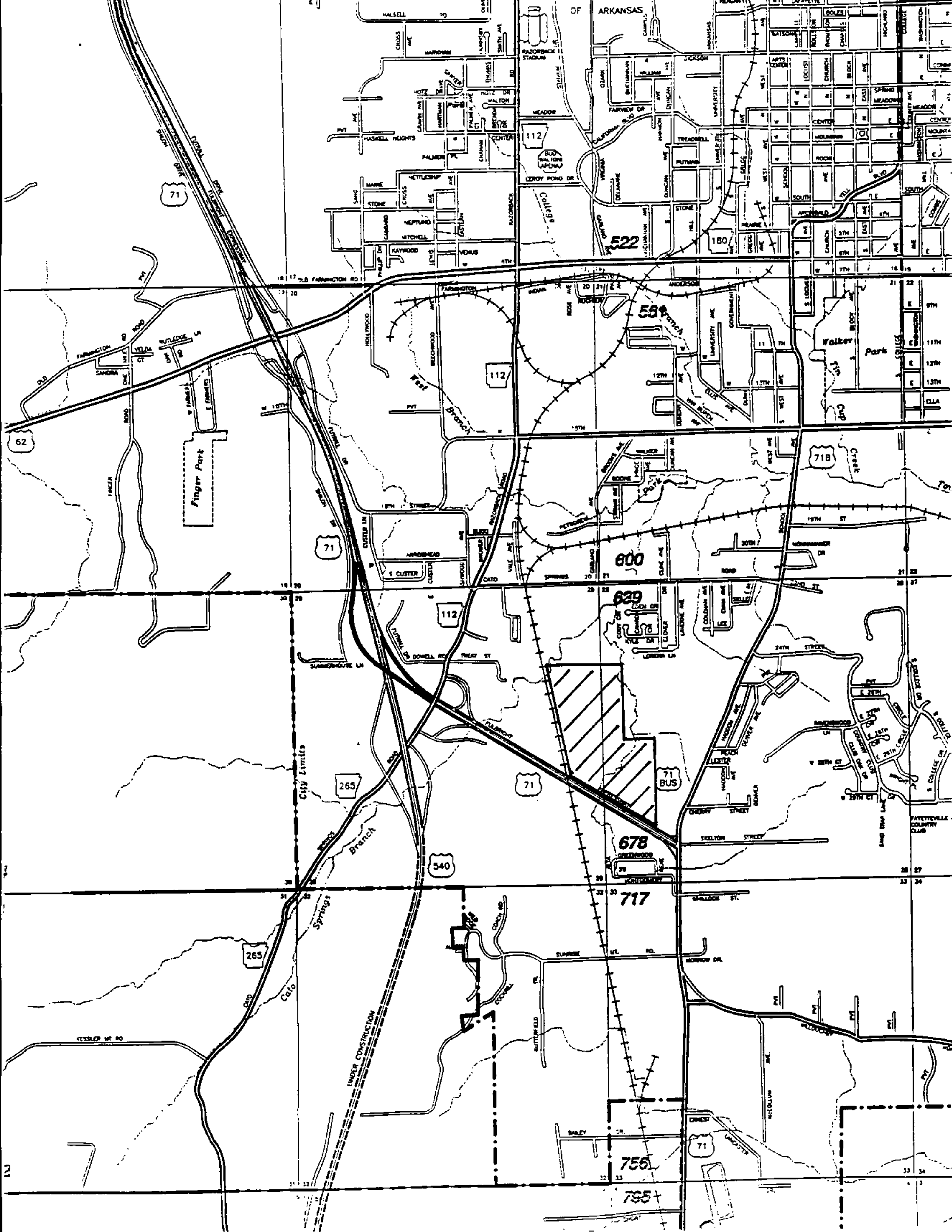
Charles A. Johnson
County Judge

CAJ:va

cc: Quorum Court Members
cc: Charles Venable

CURRENT MAP





PLAT OF SURVEY
FOR

NICKLE - HILL
GROUP, INC.

PRELINARY PLAT

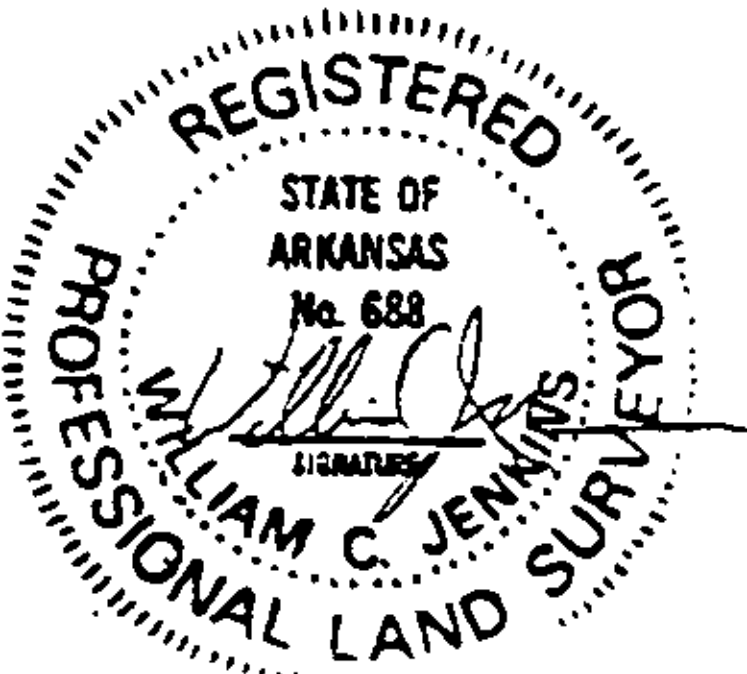
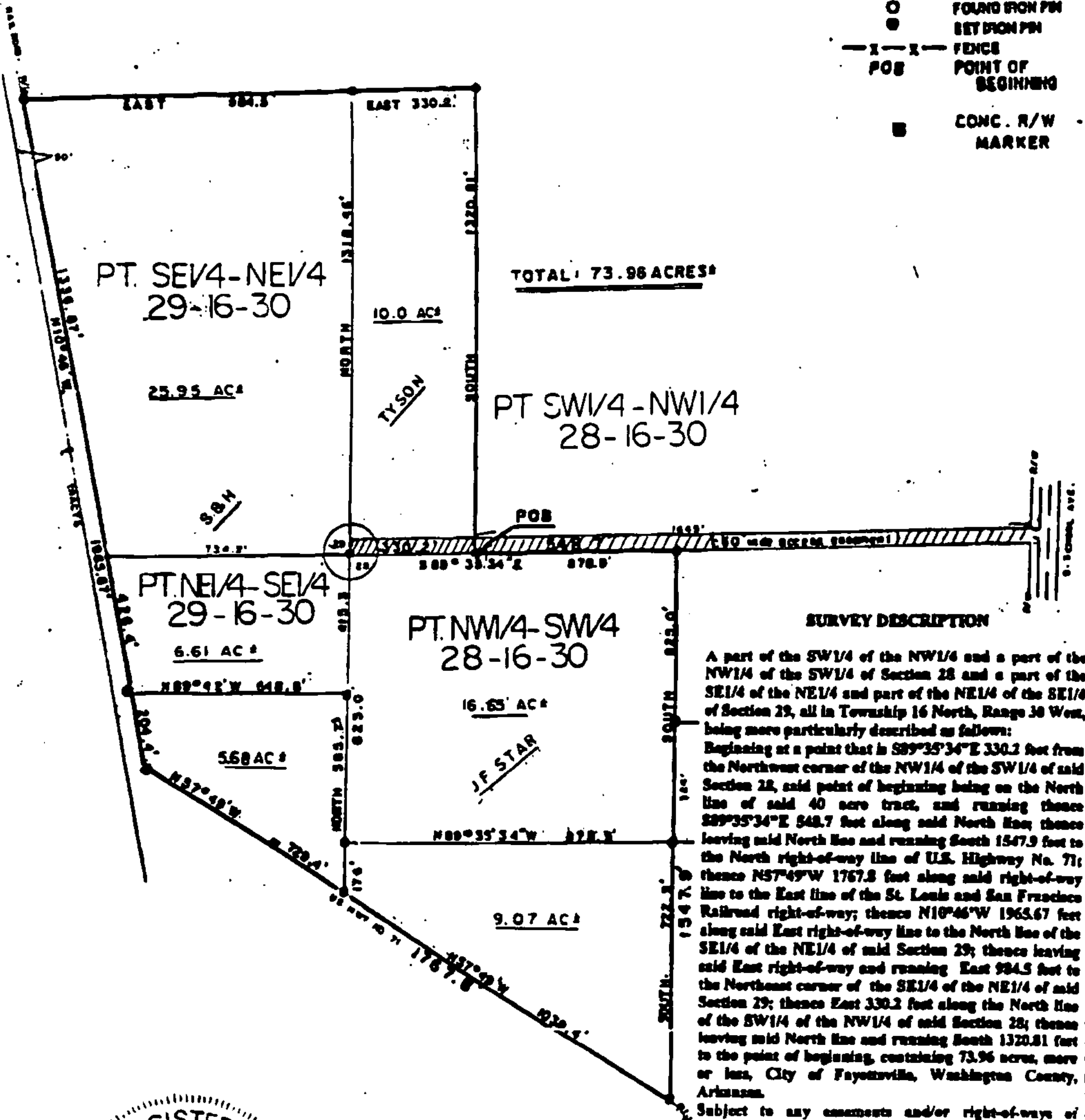
NOTE: UTILITY EASEMENTS NOT
LOCATED ON PLAT



SCALE: 1" = 400'

LEGEND

- PROPERTY LINE
- FOUND IRON PIN
- SET IRON PIN
- X-X- FENCE
- POB POINT OF BEGINNING
- CONC. R/W MARKER



SURVEY DESCRIPTION

A part of the SW1/4 of the NW1/4 and a part of the NW1/4 of the SW1/4 of Section 28 and a part of the SE1/4 of the NE1/4 and part of the NE1/4 of the SE1/4 of Section 29, all in Township 16 North, Range 30 West, being more particularly described as follows:
Beginning at a point that is S89°35'34"E 330.2 feet from the Northwest corner of the NW1/4 of the SW1/4 of said Section 28, said point of beginning being on the North line of said 40 acre tract, and running thence S89°35'34"E 548.7 feet along said North line; thence leaving said North line and running South 1547.9 feet to the North right-of-way line of U.S. Highway No. 71; thence N57°49'W 1767.8 feet along said right-of-way line to the East line of the St. Louis and San Francisco Railroad right-of-way; thence N10°46'W 1965.67 feet along said East right-of-way line to the North line of the SE1/4 of the NE1/4 of said Section 29; thence leaving said East right-of-way and running East 984.5 feet to the Northeast corner of the SE1/4 of the NE1/4 of said Section 29; thence East 330.2 feet along the North line of the SW1/4 of the NW1/4 of said Section 28; thence leaving said North line and running South 1320.81 feet to the point of beginning, containing 73.96 acres, more or less, City of Fayetteville, Washington County, Arkansas.
Subject to any easements and/or right-of-ways of record.
Also, a 60 feet wide access easement, for ingress and egress, located along the South line of the S1/2 of the NW1/4 of said Section 28, that runs East and West 1645 feet, more or less, from the West line of said 80 acre tract to the West right-of-way line of South School Street, City of Fayetteville, Washington County, Arkansas. Said easement filed and recorded in Book 617 at Page 152 in the Office of the Circuit Clerk and Ex-Office Recorder, Washington County, Arkansas.

REVISED: 4/14/98

JENNIS SURVEYING, INC.

132 CEDAR ST.
FAYETTEVILLE AR 72703
(501) 521-5231

DATE:	4/14/98
DRAWN BY:	VCJ
FIELD BOOK:	AP-1
JOB NO:	98-48

whether they are married or single. Residents signing the petition Please see **VETO**, Page A2

members looked on. He said the other two men

Please see **DROWNING**, Page A

Please see **DROWNING**, Page A

Please see **DROWNING**, Page A

County to consider buying land for shop, jail

The property in south Fayetteville is a possible solution to the county's shop needs but could also accommodate a jail.

Brenda Biagg
The Morning News

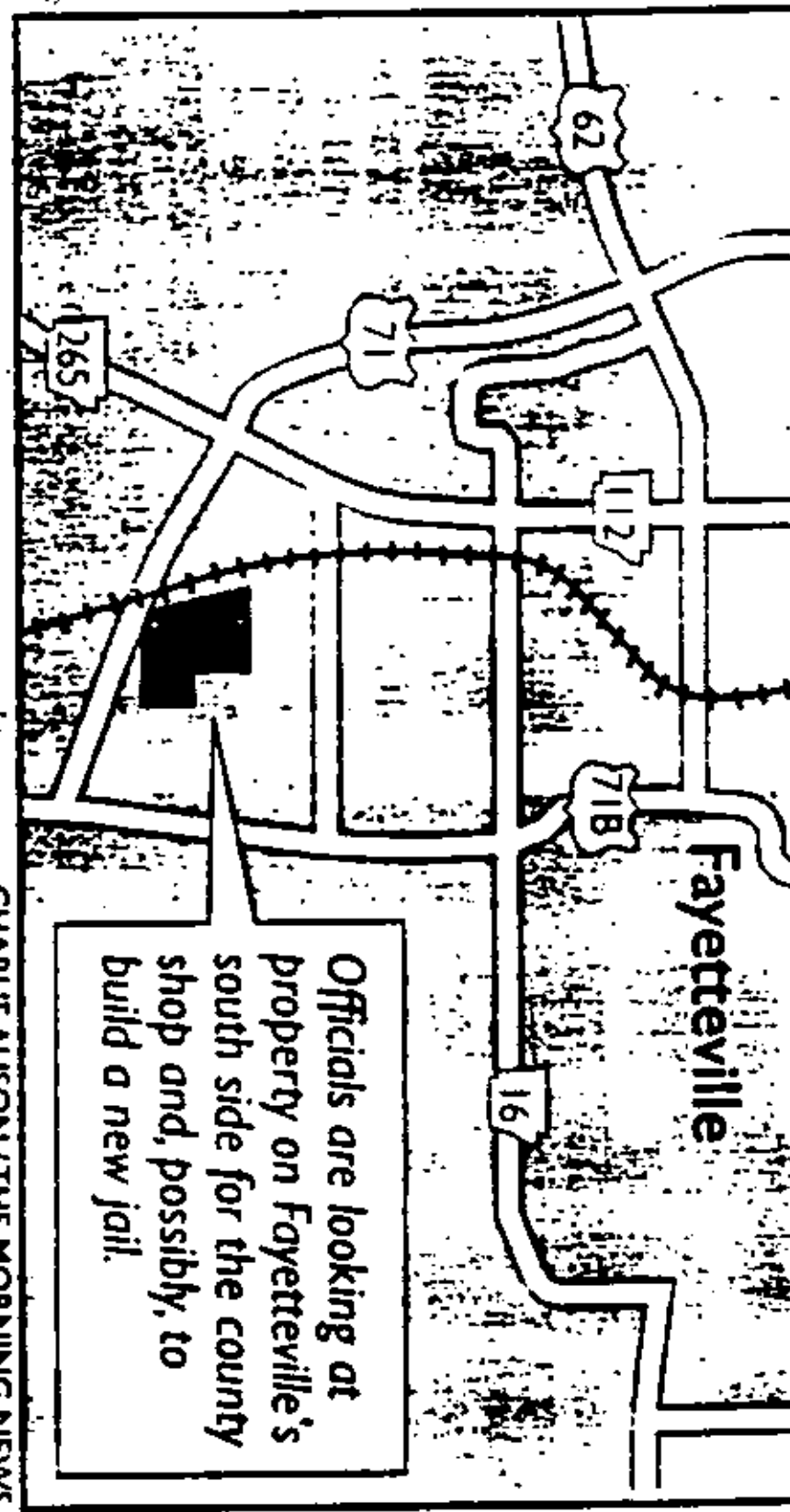
Washington County may acquire acres of land in south Fayetteville part of which would be used for the long-discussed relocation of the county shop. But the site is large enough, should voters agree, to accommodate a new jail.

County Judge Charles Johnson Monday asked the Quorum Court, meeting as a committee of the whole, to consider the acquisition of the property as a possible solution to the county's shop needs but told court members that the property could meet other future needs, including a jail.

Washington County has been discussing a ballot proposal to ask voters to approve construction of a new jail but is precluded from spending money toward that purpose now.

"It could be a site where we could locate a jail," said Johnson,

Land for new county jail?



CHARLIE ALISON/THE MORNING NEWS

who also suggested it might be a future location for a recycling station or a large animal shelter. "You can't say what might be there."

The property, bordered on the west by the Arkansas & Missouri Railroad track and on the south by the U.S. 71 freeway, is near the intersection with U.S. 71B as well as the anticipated Interstate 540. The multiple parcels are priced at \$10,000 an acre.

They are owned by Daryl and Ginger Hickman, Joe Fred and Bill Jo Starr, a Starr trust and Tyson Foods Inc.

Johnson said Monday that he has made an offer to purchase the

land based upon several contingencies, including Quorum Court approval and further analysis of the property.

He had previously met privately with individual members of the Quorum Court to discuss the acquisition and offered the proposal publicly on Monday, when he also suggested ways to meet other immediate county-facility needs. Those include a recommendation that the county not renew a lease with the state Revenue Office for space in the county courthouse when the lease ends later this year.

Both proposals met nearly unanimous support from the committee

of the whole but will come up again before the Quorum Court.

Johnson and Roger Haney, assistant county administrator, explained that the county must find space for a new courtroom to accommodate the new judgeship created in the 4th Judicial Circuit. The judge will be elected in November and begin hearing cases in January.

Other offices in the courthouse also need to expand, they said, adding that moving the Revenue Office out of the courthouse would also relieve parking problems there.

Johnson, who will retire as county judge at the end of the year, said he thought he should involve the Quorum Court in what would ordinarily be an administrative decision "given my own situation." The county will lose revenue from renting the space, but Johnson said the county would gain in other ways.

The court also heard progress reports on acquisition of a parking lot behind the old county courthouse that the county has been renting for more than 20 years and on planning for security systems for county buildings. Most of the focus was on the land acquisition in south Fayetteville.

The county has long discussed

Habitat for offers help

Sarah
The Morning News

"No more shackles! No shackles! NO MORE SHACKLES!" an excited crowd in Americus, Ga., on April 1985. Habitat for Humanity just finished three new homes there.

It was 1981 when the founder Al Raskin called his organization's goal was to eliminate poverty housing the face of the earth. He moved from Sumter County, Ga., to Koinonia Partners had building homes for poor families in 1983.

Since then the concept of nonprofit ecumenical Christian organization has caught the imagination of an ever growing number of people. There are now more than 1,500 affiliate organizations around the world. Volunteers have provided 300,000 people with safe, affordable shelter.

According to Habitat

INSIDE

Abby	D3	Comics	D2	Entertainment	D3	Obituaries	A4	Stocks	D4
Ann Landers	D3	Crossword	D2	Horoscope	D3	State & Region	A3	Weather	D6
Classified	C1	Editorials	A6	Nation	D1	Sports	B1	World	D1

Mostly
Beaver 1

County Shop Now on 10 acres on Gregg Street DEBAT

From Page A1
relocation of its shop, which is squeezed into 10 acres on Gregg Street in northwest Fayetteville.

Heavy development in the area has made access to the property by the county's road department difficult, and the site is overcrowded with vehicle storage and shop buildings.

Johnson proposed some months ago that an alternative site be located with the idea that sufficient land might be found to accommodate a jail, too. He asked George Faucette, a Fayetteville real-estate agent, to undertake the search.

VETO: Alderman Young heard favorable response

From Page A1
were able to view an information sheet titled: "A Resource Paper for the City's 'Resolution for Human Dignity.'" The paper stated the resolution inappropriately gave homosexuals the status of other minority groups.

"Homosexuality is an individual choice, not an inherited and totally physical trait," the information sheet said. "Homosexuality is modifiable and subject to treatment, when so desired, unlike other traits such as race, sex, color, national origin, age, ancestry or disability."

Williams, the city's assistant mayor, responded: "I don't think we're putting them in any class. We're just saying we're not going to discriminate."

The site had to have 20 to 60 acres, be served by municipal water and sewer, be close to major streets and highways, be reasonably compatible with surrounding neighborhood uses and be close to the "center" of the county's road system.

Faucette reported looking at 25 sites, then narrowing the list to four sites that were more closely evaluated. All four are on the southern end of Fayetteville. They ranged in size from 35 to 73 acres and were priced from \$10,000 to \$20,000 an acre.

Faucette ranked each of the four, comparing additional factors such as off-site development costs, traffic

safety and accessibility, compatibility with the neighborhood, visibility and flood-zone issues as well as proximity to U.S. 71 and to an optimum location for road-department access.

The site would have high costs for both on-site and off-site development, Faucette said. A suspected high water table may complicate construction on site. The county could have to develop two off-site roads for access.

The county's offer to buy the property is contingent on results of an engineering analysis of the site as well as formal approval by the Quorum Court.

weren't represented by the council."

Hanna's staff was overrun with phone calls throughout Monday from residents asking Hanna to veto the resolution. At times, all four telephone lines were busy with residents concerned about the resolution.

Young had a different impression of citizen concerns, however.

"All weekend, especially at Springfest, people of all walks of life said they appreciated my vote (for the resolution)," Young said. "The only people who opposed it were the few people who stood up at the meeting the other night."

H.D. McCarty, pastor of University Baptist Church, Fayetteville's largest church based on membership

kinds, and I'm not discriminating against homosexuals. I just have a right to differ with what they believe the truth is."

Gene Fulcher, pastor of Calvary Baptist Church in Fayetteville and outspoken opponent to Zurcher's resolution, said he was relieved with Hanna's decision to veto.

"I think that the city councilmen who voted in favor betrayed the trust of the vast majority of Fayetteville residents," Fulcher said. "I think a lot of people thought this can't happen in our city. It's not an issue of love, hate, or what we think about people. It's an issue of placing an endorsement on a lifestyle that could put danger on a lot of people." Zurcher previously said he spent more than a year drafting the resolution.

Commissioner interested of property

From Page A1

considered condemnation rather than drop the price to buy the property.

Land for the town which is bordered by Block streets, has been chased by the city entry to it is design the square across Block

The commission again Monday its lease agreement with Bradberry. Bradberry commission a letter asking for support in lease agreement. Bradberry also expressed the town center and he was trying to get with conditions for some protection.

However, the commission if any control agreement with Bradberry will be be and Bradberry, because mission cannot own land.

In discussing the negotiation of a lease table between Bradberry council, two members

to restore parking deleted from the project plans.

Commission Chairman Joe Fennel read an April 21 letter from Ed Bradberry, owner of land on the south side of the Fayetteville Square, repeating his offer to lease a part of his property to the city in connection with the project. Bradberry also said he was not interested in selling the land, but wanted to retain ownership with certain conditions to prevent any adverse effects from the project.

Bradberry said in earlier talks with the city, he understood in exchange for use of the land eyed for a plaza, he would be provided 32 parking spaces beneath the proposed plaza, regular "nominal" rent payments and

■ See A&P / A5

Quorum Court votes for south Fayetteville land purchase

By LORI HARRISON-STONE

Times Staff Writer

Washington County Quorum Court members paved the way Monday for the purchase of 73 acres near the U.S. 71 Bypass and Cato Springs Road that might one day be the location for a new county jail.

County Judge Charles Johnson said the county is looking to immediately move its Road Department facilities, but the new land may also eventually hold the jail, a recycling center and a new animal shelter. There could be benefits to having the Road Department and County Jail on the same piece of land, he said.

Inmates already help out at the County Road Department facilities on Gregg Street in Fayetteville, but they have to be transported there and back.

Johnson said he'd made an offer of \$700,000 for the property that is contingent on the appropriation from the Quorum Court and engineering studies.



Johnson

■ See Land / A5

Panel could hear Clinton, McDougal testimony soon

By JAMES JEFFERSON

Associated Press Writer

LITTLE ROCK — The special Whitewater grand jury could hear Hillary Rodham Clinton's testimony



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Tuesday, April 28, 1998

FROM PAGE A1 / STATE

Land

Continued from A1

The south Fayetteville location would be a good location for county facilities "without day-to-day heavy traffic," Johnson said.

The Quorum Court met as the Committee of the Whole Monday and recommended the land purchase for full Quorum Court approval next month.

"It appears to be the best of the sites," Johnson said.

Justice of the Peace Wilbur Watson, D-Fayetteville, said he used to own about six acres near the property. The land is fairly flat with only one large tree in the middle of it and a stand of 40-50 large oak trees in one corner, Watson said.

George Faucette of Coldwell Banker Faucette Real Estate said he had investigated four possible locations in south Fayetteville. He presented the pros and cons of each of those locations to the

Quorum Court Monday.

The property that Johnson recommended was the best choices when considering the "issues of distance and travel time and the best use of county vehicles," Faucette said.

Revenue Office loses office

The state Revenue Office in Fayetteville will likely be moving at the end of this year. Quorum Court members agreed in committee Monday that the county shouldn't renew a lease with the state for its revenue office facilities at the Washington County Courthouse.

Johnson recommended that the lease not be renewed because of county space needs. He said the county will have to have a new courtroom for the new circuit-chancery judge set to begin holding court in January. The County Assessor's Office and other county offices also need to be expanded, he said.

negotiations between Rose and Bradberry should be allowed to continue.

Fennel said he would "hate to just assume" the issue would be resolved, and proposed a motion supporting negotiations be passed "as a starting point."

After some discussion, Rose said he and representatives of the Bradberry property would resume discussions and he would likely bring a proposal to the full council in the near future.

The courtroom currently used for a Quorum Court meeting place could be converted back into a courtroom, Johnson said.

And, he said, the current Revenue Office could be converted into a Quorum Court meeting room. The second floor office is located next to the main entrance of the new courthouse and would be a convenient place for the Quorum Court to meet.

Quorum Court members discussed space on the fifth floor of the courthouse now rented to a private firm. Roger Haney, assistant county administrator, said the firm had several five-year lease options on the courthouse space. The second option will expire this fall, but the county has already told the firm it won't seek to end the lease until another five-year option expires, Haney said.

Johnson said the firm spent about \$600,000 to renovate the space and would want to be compensated for that expense if

the county ended the lease early.

JP Kenley Haley, D-Hogeye, said she is worried about the inconvenience to county citizens who have to go to the courthouse and then to the Revenue Office for car tags.

"I like the idea of one-stop shopping," Haley said.

But, Johnson said, the reason he recommended the county not renew the lease is because a new computer system will allow Revenue Office workers to track whether taxes have been paid and property has been assessed. The computer system should be on line by the end of the year, he said.

The Revenue Office is also responsible for a big share of the parking at the new courthouse and ending the lease would ease that problem, Johnson said.

Haley and JP Rod White, R-Nob Hill, voted against the recommendation.

said the membership of that organization solidly supports the town center project.

Bruce Dunn, a Fayetteville businessman who headed last summer's election campaign for the project, said the City Council, in its failure to act on selling bonds for the town center, is "not showing very good stewardship" to the citizens who supported the project.

John Lewis, chairman of the Bank of Fayetteville...

A&P

Continued from A1

alternate parking for tenants of his office buildings during construction of the center.

Bradberry also expressed concern the city's attempts to buy the land would result in costly litigation that could take years to resolve.

The City Council earlier this month rejected a lease proposed by Bradberry and indicated it

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**TENTATIVE
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING
MAY 19, 1998**

A meeting of the Fayetteville City Council will be held on May 19, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. **BID 98-33:** Award of Bid 98-33 to Heckathorn Construction for the construction of a restroom facility at the Lake Sequoyah Bait Shop in the amount of \$25,113 with a 15% contingency.
- B. **BID 98-26:** Award of Bid 98-26 in the amount of \$44,097.13 to Bestech Environmental Resources, Inc. for a small crematory for individual cremation services and a medium crematory for mass cremation services for use by the animal shelter. The bid award includes installation.
- C. **BID 98-31:** Award of Bid 98-31 in the amount of \$45,773.00 to Cycle Connection for the acquisition of two heavy duty police motorcycles.
- D. **ENGINEERING STUDY:** A resolution awarding an engineering contract to RJN Group, Inc. for a preliminary Engineering Study of the Illinois River Basin 16 sanitary sewer in the amount of \$218,595, plus approval of a 10% contingency of \$21,859.00.

II. OLD BUSINESS

III. NEW BUSINESS:

- A. **VA 98-3.00:** An ordinance vacating a portion of a utility easement located on lots 14 and 15 in Sunbridge Subdivision. The request was submitted by Bill Keating on behalf of Keating Joint Venture.
- B. **VA 98-4.00:** An ordinance vacating approximately 12' X 72.5' of an existing alley at 310 West Dickson Street. The request was submitted by Hiegel-Miller Architects on behalf of Joe Fennel.
- C. **SOFTBALL COMPLEX:** Approval of a construction contract for \$572,804 with Heckathorn Construction for Phase II Girls Softball Complex located adjacent to Holcomb School.

1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808

<u>Chotti</u>	<u>4-28-98</u>	
Division Head	Date	<u>Cross Reference</u>
<u>Wm D. Cusack</u>	<u>29 APR 98</u>	
Department Director	Date	New Item: Yes No
<u>BEN</u>	<u>4/30/98</u>	
Admin. Services Director	Date	Prev Ord/Res #: _____
<u>Fred Verna</u>	<u>5/1/98</u>	
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

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

From: Willie Newman, Waste Reduction Coordinator *WCN*

Date: April 28, 1998

Re: **Approval of Bid # 98-16 for Construction of the Lake Sequoyah Restroom Facility**

Staff requests the approval and award of bid number 98-~~39~~ to the lowest bidder, Heckathorn Construction Company, Inc., in the amount of \$25,113 with a 15% contingency for the construction of the Lake Sequoyah Restroom Facility. This project will provide potable water for the bait shop and will include a septic system which has already met all regulatory requirements.

This restroom facility will replace the concrete block outhouse that has been in use since the Lake's creation in 1959. Furthermore, the boat dock area and bait shop has not had access to potable water due to the distance from the end of the water service lines of both the City and White River Rural Water Association. With the recent completion of the City's connection to the White River Rural Water Association, we now have access to potable water for the new restroom facility.

This project is long overdue and we now have the required access to the City's water line for potable water. Staff requests your approval and award of this project to the lowest bidder, Heckathorn Construction Company, Inc., in the amount of \$25,113 with a 15% contingency. 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.

BID: #98-33
DATE: 4/27/98
TIME: 3:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: LAKE SEQUOYAH RESTROOMS

BIDDER	ITEM #1
BUILDINGS INC	\$25,400.00
HECKATHORN CONST	\$25,113.00
MARINONI CONST	\$29,679.00

P Vice

P Vice Purch Mgr

Witness

Date

B. W. Williams 4/27/98

BID 98.33.00
I.A.03

INVITATION TO BID

BID # 98-33	DATE ISSUED: April 9, 1998	DATE AND TIME OF OPENING: April 27, 1998 at 3:00 p.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED # OF DAYS TO COMPLETION 30 Calendar Days from Notice to Proceed		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL

1	Per Attached Specifications: Restroom Facility	1		\$25,113.00
2	Trench & Safety	1		\$ 300.00
5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER \$20,000. CONTRACTOR'S LICENSE# 0023780499 Mandatory on bids \$20,000 or more. 100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given. SUBCONTRACTORS: <u>Plumbing: North Star Plumbing</u> <u>Electrical: 7-12 Electric</u> <u>Masonry: Stone & Webb Masonry</u> <u>Painting: Tipton Construction</u> RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				
		IF ADDITIONAL	ROCK IS ENCOUNTERED ADD	\$300.00 PER YARD

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM: HECKATHORN CONSTRUCTION COMPANY, INC.	PHONE: 501/442-5386	Federal ID# 71-0448678
	BUSINESS ADDRESS: 1880 Birch Avenue	CITY AND STATE: Fayetteville, AR	ZIP: 72703
	AUTHORIZED SIGNATURE: 	TITLE: President	DATE: April 27, 1998
	Don L. Heckathorn		

**BID DOCUMENTS
AND
SPECIFICATIONS**

**LAKE SEQUOYAH
RESTROOM FACILITY**

BID #: 98-33

APRIL, 1998

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for construction of the Lake Sequoyah Restroom Facility (Bid# 98-33) located at the Lake Sequoyah Bait Shop, 6608 East Lake Sequoyah Drive, will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 3:00 o'clock p.m., Monday, April 27, 1998, and then at said office publicly opened.

The Information for Bidders, Bid Form, Specifications, and other documents may be examined at the following location:

City of Fayetteville, Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Any questions related to the construction of the Lake Sequoyah Restroom Facility should be directed to the project manager. The project manger for the Lake Sequoyah Restroom Facility is as follows:

Willie Newman
1560 S. Happy Hollow Rd.
Fayetteville, Arkansas 72701
Tel: (501) 444-3497

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

Date

Purchasing Manager

BID #98-33
City of Fayetteville, Arkansas
Lake Sequoyah Restroom Facility

The City of Fayetteville, Arkansas (herein called the "City"), invites bids for construction of the Lake Sequoyah Restroom Facility located at the Lake Sequoyah Bait Shop, 6608 East Lake Sequoyah Drive. Bids will be received by the City at the Purchasing Office until 3:00 o'clock p.m., Monday, April 27, 1998 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 West Mountain Street, Fayetteville, Arkansas 72701. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

Each bid must be submitted on the Bid Form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

Subcontract(s): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the phase(s) of work to be performed by each subcontractor must be stated.

Qualifications of Bidder: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Conditions of Work: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

Laws and Regulations: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Obligation of Bidder: At the time of the opening of bids each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents. The failure or omission

of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

GENERAL CONDITIONS OF THE CONTRACT

1.0 Scope. These General Conditions will be a part of the Contract. The bid documents will consist of the Advertisement for Bids, Information for Bidders, Bid Form, General Conditions of the Contract, Specifications, Project Plan, Addenda, and Change Orders. The work will be performed and completed in full compliance therewith.

2.0 Definitions. The City referred to herein is the City of Fayetteville, Arkansas. The Contractor is the firm or corporation with whom the City has entered into the contract.

3.0 Intent of Bid Documents. The bid documents comprise the entire agreement between City and Contractor concerning the work. They may be altered only by a Change Order that is executed by both parties in writing.

4.0 Completion of Work. Completion of work will include acceptable performance of restroom facility by City staff.

5.0 Contractor Liability Insurance. Prior to beginning any work, the Contractor shall post with the City a general public liability insurance policy or a certificate of insurance evidencing the following minimum coverage: \$100,000 bodily injury per person; \$300,000 each occurrence; \$50,000 property damage insurance; and evidence of compliance with the Arkansas Workers' Compensation Law.

6.0 Site Investigation and Representations. The contractor assumes responsibility of all investigations as to the nature and location of the work, the general local condition. Any failure by the Contractor to acquaint himself with all the available information will not relieve him of responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for understanding or representation made by any of its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides that the responsibility thereof is assumed by the City.

7.0 Quality of Materials. All materials, supplies, or articles required for work which are not covered by detailed specifications herein shall be standard products of reputable manufacturer and entirely suitable for the purpose. They will be new and unused, and will be subject to the approval of the City.

8.0 Laws and Regulations. Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If Contractor observes that the

Specifications are at variance therewith, Contractor will give City prompt written notice thereof, and any necessary changes will be adjusted by an appropriate modification.

9.0 Safety and Protection. Contractor will be responsible for initiating and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby;
- b. All the work and all materials to be incorporated therein, whether in storage on or off the site;
- c. Other property at the sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities; and
- d. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and will erect and maintain all necessary safeguards for such safety and protection.

10.0 Indemnification. To the fullest extent permitted by law, Contractor will indemnify and hold harmless City and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor. This clause is not to be construed in any form or manner to waive that Tort Immunity set forth under Arkansas Law.

10.1 In any and all claims against City or any of its agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.0 will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11.0 WARRANTY AND GUARANTEE. Contractor warrants and guarantees to City that all work will be in accordance with the bid documents and will not be defective. Prompt notice of all defects will be given to Contractor. All defective work may be rejected, corrected or accepted with an appropriate reduction in the contract price.

11.1 One Year Correction Period. If, within one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special

guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, Contractor will promptly, without cost to City and in accordance with City's written instructions correcting such defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective or rejected work replaced, and all direct and indirect costs of such correction, removal and replacement, including compensation for additional professional services, will be paid by Contractor.

16.0 Payment. The percentage of work on which payment is requested will coincide with the actual work completed. The Contractor will submit pertinent data to support the pay request. The City may request additional data to support the payment request and/or may visit the Contractor's place of business to inspect the work product. City may refuse to pay in whole or any part of any request for payment if, in the City's opinion, it would be incorrect to make such payment to the Contractor because subsequently discovered evidence or the results of subsequent inspections indicate that previous payments made were excessive and/or to protect City from loss because:

- a. The work is defective, or completed work has been damaged requiring correction or replacement,
- b. Written claims have been made against City or liens have been filed in connection with the work,
- c. The contract price has been reduced because of modifications,
- d. City has been required to correct defective work or complete the work,
- e. Of Contractor's unsatisfactory prosecution of the work in accordance with the contract documents, or
- f. Contractor's failure to make payments to subcontractors, or for labor, materials, or equipment.

SCOPE OF SERVICES

Scope: The scope of this project consists of services to provide for the construction of the Lake Sequoyah Restroom Facility, including septic system and waterline connection, located at the Lake Sequoyah Bait Shop. The Contractor will provide all labor, materials, supplies, equipment, transportation, plant, superintendence and other items as may be required to complete the project.

Construction Period: Construction of the Lake Sequoyah Restroom Facility shall be completed within thirty (30) calendar days of the issuance of Notice to Proceed.

Responsibilities: Contractor will be responsible for the location and avoidance of any and all utility lines. Should Contractor break, cut, or in any other way damage a utility line, it will be the contractors responsibility to correct this problem.

General Information: It is the responsibility of each bidder to research and obtain personal knowledge of the project's intended scope. All bids shall include all labor, materials, and overhead. All subcontractors to be used on this project shall be listed on bid form. All City Ordinances shall be complied with including any required permits and inspections.

CITY OF FAYETTEVILLE
Lake Sequoyah Restroom Facility
Bid # 98-33

For the total amount of \$25,113.00, Heckathorn Construction Company, Inc (Contractor) agrees to provide the construction of the Lake Sequoyah Restroom Facility located at the Lake Sequoyah Bait Shop. The terms and specifications of this agreement are set out in the bid document and made a part hereto. Heckathorn Construction Company, Inc (Contractor) further certifies possession of the equipment and tools required to commence work on the Restroom Facility. This contract may be terminated by the City with 10 days written notice.

CONTRACTED SERVICES AND REQUIREMENTS

Scope: The scope of this project consists of services for the construction of the Lake Sequoyah Restroom Facility, including septic system and waterline connection, located at the Lake Sequoyah Bait Shop. The Contractor will provide all labor, materials, supplies, equipment, transportation, plant, superintendence and other items as may be required to complete the project.

Construction Period: Construction of the Lake Sequoyah Restroom Facility shall be completed within thirty (30) calendar days of the issuance of Notice to Proceed.

Responsibilities: Contractor will be responsible for the location and avoidance of any and all utility lines. Should Contractor break, cut, or in any other way damage a utility line, it will be the contractors responsibility to correct this problem.

General Information: It is the responsibility of each bidder to research and obtain personal knowledge of the project's intended scope. All bids shall include all labor, materials, and overhead. All subcontractors to be used on this project shall be listed on bid form. All City Ordinances shall be complied with including any required permits and inspections.

ATTEST:

 (City Clerk)

(Seal)

Janet S. Heckathorn
 (Secretary) Janet S. Heckathorn

David Christina Hays
 (Witness)

CITY OF FAYETTEVILLE, ARKANSAS
 (City)

By: _____

 (Title)

HECKATHORN CONSTRUCTION COMPANY, INC.
 (Contractor)

By: Don L. Heckathorn

President
 (Title)

1880 Birch Avenue; Fayetteville, AR 72703
 (Address and Zip Code)

ARKANSAS DEPARTMENT OF HEALTH
DIVISION OF SANITARIAN SERVICES
4815 WEST MARKHAM
LITTLE ROCK, AR 72205-3867

APPLICATION FOR INDIVIDUAL SEWAGE DISPOSAL PERMIT

Revision #2

ST 000 718 BID 98.33.00

PART I. PERMIT FOR NEW INSTALLATION () ALTERATION () REPAIR ()
1. Name of Owner 2. Mail Address 3. Telephone
City of Fayetteville 113 W. Mountain (501) 521-4535

4. Location of Proposed System
Sequoia drive past bridge at boat dock
5. County 6. Subdivision Name, Approved Date & Recorded Date 7. Lot Number
Washington N/A N/A
8. Lot Dimensions 9. Total Area 10. No. of Bedrooms
see attach. papers 1,284.06 3 Employees, 25 visitors per day

11. Brief Legal Description of Property (attach separate sheet if necessary)
E 1/2, Section PR-29-W, T-16-N, Washington Co. Arkansas
12. Water supply from: () Public system (x) Individual well
13. Distance to nearest public water system 1/2 mile
14. Distance to nearest public sewage system 1/2 mile

15. Percolation test results (refer to pp. 11-13 of Rules and Regulations)
HOLE # RATE (Min/In)
#1 26
#2 10
#3 31
Average rate 22.33
16. Soil determination (refer to Rules & Regulations)
A. Depth to solid rock or other impervious strata 4'
B. Depth to seasonal (perched) water table 4'
C. General soil type (from published Soil Conservation Service Survey)
Savannah (SfC2)
D. Atypical conditions
E. Remarks

17. Design of septic tank system:
a. Size of septic tank 750 Gal. b. Absorption area required 272 sq.
c. Number of field lines @ 50' d. Length of field 150 ft

18. Sketch of site and system layout:
Attach a minimum 8 1/2 x 11 inch sketch showing property lines, building locations, location of percolation test holes, septic tank and absorption field layout or alternate sewage disposal system, location of wells, driveway, and information affecting location of system. Disposal system layout must be drawn to a minimum scale of 1"=20' or 30'. Also indicate on the layout: distance from the system to the well, distance from the system to the nearest property line, distance from the well to the nearest property line.

19. I certify, that I have conducted the above tests, and the information listed is in accordance with the latest requirements of the Arkansas Department of Health Rules & Regulations pertaining to Individual Sewage Disposal Systems.
Signature [Signature] Title Civil Engineer D. R. #72-18
Typed Name Wm. B. Rudasill Date 2-9-95 Phone (501) 521-0611

20. Approval of Health Authority
The information above has been reviewed and found to meet the requirements of the Arkansas Department of Health for sewage systems and a PERMIT FOR CONSTRUCTION is hereby issued.
Sanitarian: [Signature] Date: 3-1-95
(continued)

- I.A.14
- | | |
|--|--|
| Correct field size | () Correct leaching line slope |
| Correct setbacks | () 6" gravel under line (minimum) |
| () Correct septic tank influent line slope | () 2" gravel under line (minimum) |
| () Influent line not blocked by baffle | () Grade boards or grade stakes used |
| () Distribution box effluent lines level | () Tank Size _____ gallons |
| () Correct manholes over influent and baffles | () Type of tank _____ |
| () Base of septic tank and distribution level | () Tank manufacturer _____ |
| | () Absorption trench on contour _____ |
| | () Installers number and name _____ |

Sanitarian: _____

Date: _____

PART III. PERMIT FOR OPERATION

The information contained in PART I and PART II of this form has been reviewed and found to meet the requirements of the Arkansas Department of Health. The PERMIT FOR OPERATION of this system is hereby issued.

Sanitarian _____

Date: _____

COMMENTS:

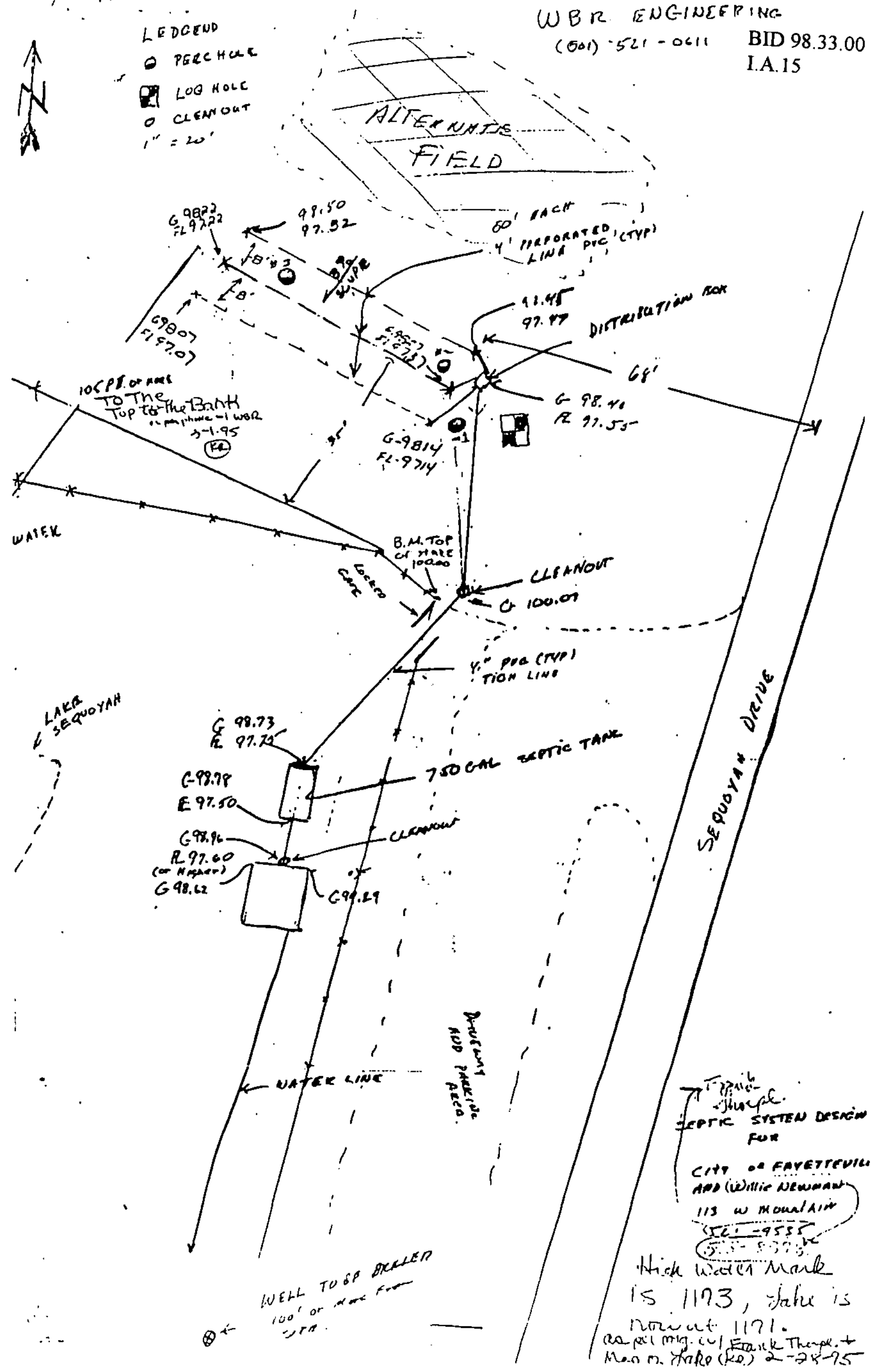
TO THE OWNER: The State Health Department requires a \$30.00 fee to be paid by the property owner to the State Health Department. Please attach payment to the Application and System layout and submit in triplicate to your local county sanitarian at the local county health unit for approval.

If the design and installation of your individual sewage disposal system is approved, a permit for operation will be issued.

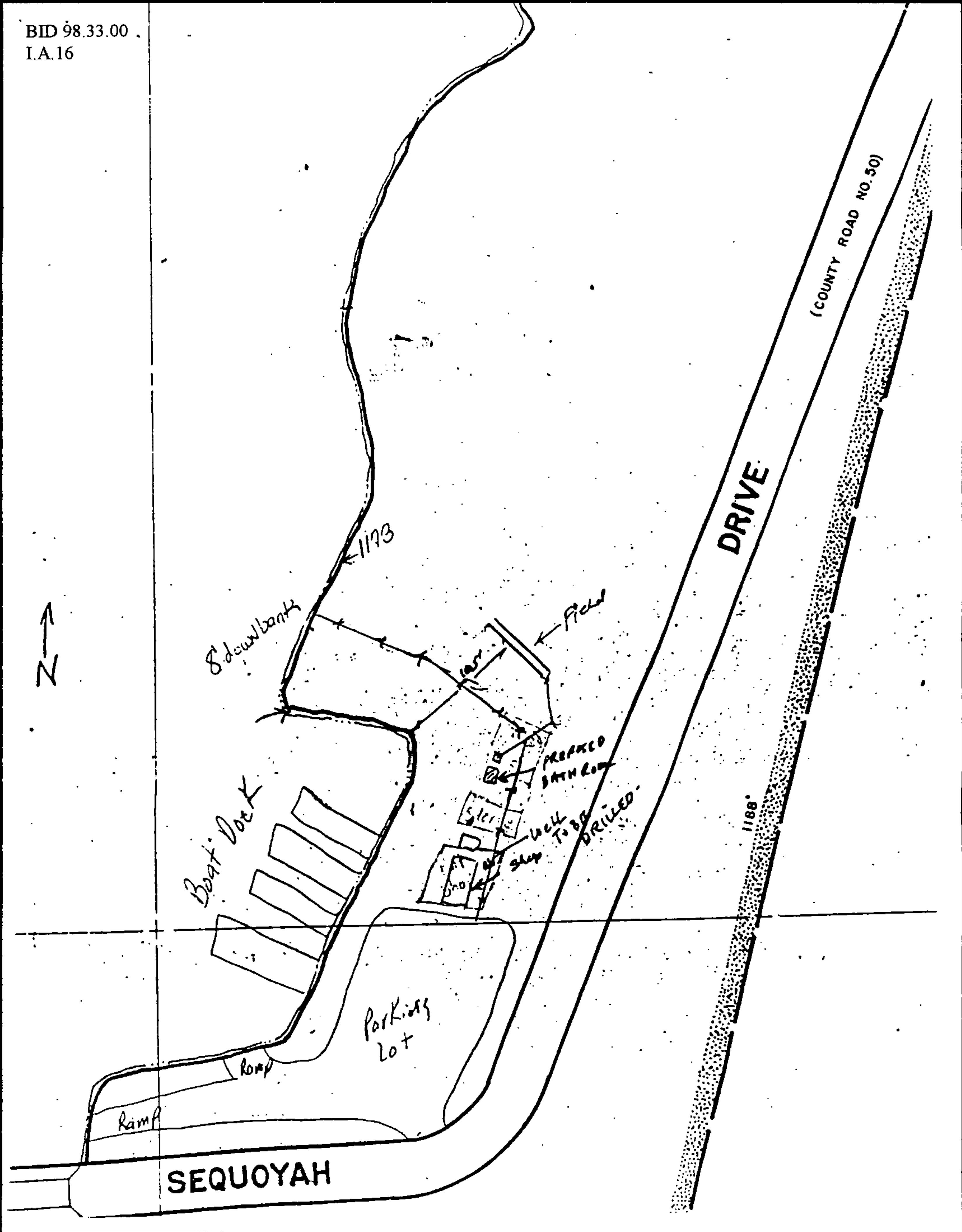
This approval does not constitute a guarantee that the system will function properly. It states that the system was designed and installed according to the Arkansas Department of Health Rules and Regulations Pertaining to Sewage Disposal Systems and Installers; unless there are exception or deviations noted in the comments.

These Rules and Regulations were formulated in order to prevent as many public health problems as possible, particularly those created by improper design and installation. However, soil conditions can vary greatly during different periods of the year; as such, it is virtually impossible to design a system which can be assured of working under all conditions which may be encountered.

- LEGEND
 ○ PERCHUR
 □ LOG HOLE
 ○ CLEANOUT
 1" = 20'



Septic
 System
 SEPTIC SYSTEM DESIGN
 FOR
 CITY OF FAYETTEVILLE
 AND WILLIE NEWMAN
 113 W MOUNTAIN
 501-555-5555
 501-555-5555
 High water mark
 is 1173, lake is
 now at 1171.
 as per map of Frank Thorne +
 Man m. Hoke (Rd) 2-28-95



STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of May 19, 1998

FROM:

<u>Lib Horn</u>	<u>Animal Services</u>	<u>Adman Services</u>
Name	Division	Department

ACTION 'REQUIRED: Award of Bid #98-26 to Bestech EnvironmentalResources, Inc for a small crematory for individual cremation services and a medium crematory for mass crematory services. The bid award includes installation.

COST TO CITY:

<u>\$44,100</u>	<u>\$ 44,177</u>	<u>Animal Shelter-Crematory Sys.</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5801-00</u>	<u>\$ 77</u>	
Account Number	Funds Used To Date	Program Name
<u>98021 and 98022</u>	<u>\$ 44,100</u>	<u>Sales Tax Capital Improvement</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

4-28-98
Date

[Signature]
Internal Auditor

4-28-97
Date

[Signature]
City Attorney

4-29-98
Date

ADA Coordinator

Date

[Signature]
Purchasing Officer

4-29-98
Date

STAFF RECOMMENDATION: Staff recommends award of bid.

[Signature]
Division Head

4/28/98
Date

Cross Reference

Department Director

Date

New Item: Yes No

[Signature]
Administrative Services Director

4/30/98
Date

Prev Ord/Res #:

[Signature]
Mayor

5/1/98
Date

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Fred Hanna and Fayetteville City Council

Thru: Ben Mayes, Administrative Services Director

From: Lib Horn, Animal Services Supervisor

re: Replacement Crematoriums - Animal Shelter

The City installed a crematorium (a Consumat Model C-75p) at the Animal Shelter in September 1987. The cost for the unit, including installation, was \$26,132. The maximum cremation capacity is 450 pounds. At optimum performance the seven (7) hour cycle uses of 4.8MCF of natural gas. The action requested is approval of two crematoriums to replace the existing unit. The first unit will be for mass cremations and the second unit will be for individual or special request cremations. The combined cost of the replacement units is \$42,100 plus applicable sales and use tax of approximately \$2,000 for a total cost of \$44,100. The replacement crematoriums are a planned capital improvement for 1998. Each of the replacement units has a shorter cremate cycle that results in reduced energy cost.

On site cremation is the thorough, fast, and cost effective way to dispose of carcasses. Cremation destroys pathogens and state-of-the-art models are engineered to meet strict air emission regulations without offensive odor and smoke.

In 1996, we cremated approximately 3,000 bodies at an average individual weight of 40 pounds for a total of approximately 120,000 pounds. Some were mass cremations, while others were special request or individual animal cremations. Total cremations were 347. To do an individual cremation, the crematorium must be fired to full power even though the load is small. We have cremation agreements with some area towns and some local veterinarians. To do 347 cremates we used 1,665.60 MCF of natural gas.

The average life of the Consumat is 10 years if it receives heavy use. The City's crematorium is used almost daily and sometimes cremates two loads in a 24 hour period. Annual routine maintenance costs have increased sharply as the unit ages and are now approximately \$2,000 per year.

Due to the growth of our City and to contracts with other agencies, we are cremating beyond our capacity. Ozark Air, who does the maintenance, estimates that at this point we are using the unit at three times its capacity. The maintenance person checked the unit and said it needs the following:

Relining	\$10,000
Replace 3 burners	<u>\$ 5,000</u>
Total	<u>\$15,000</u>

After investing this funding the City would still have an older crematorium that is cremating more bodies than it was built to cremate and demand will continue to increase.

The mass crematorium system proposed is equipped to cremate up to 600 pounds per charge of Type 4 waste. Estimated gas consumption per 5 hour cremate is about 3600 cubic feet of natural gas. A rule of thumb is \$0.027/pound for gas at \$4.50 per 1000 cubic feet of gas (MCF) or \$0.036/pound for gas at \$6.00 per 1000 cubic feet of gas.

The replacement system would use less gas while cremating more pounds. The City would reduce maintenance costs and the difficulties incurred when the system(s) is (are) down and the City is unable to meet its contractual commitments. This proposal includes a smaller crematorium for special cremations that are requested and paid for by the individuals.

BID: 98-26
DATE: 3/26/98
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: CREMATORY

BIDDER	ITEM #1	ITEM #2	TOTAL
EST	\$14,334.00	\$35,890.00	\$50,224.00
BESTECH	\$12,600.00	\$29,500.00	\$42,100.00
FC INDUSTRIES	\$13,180.00	\$30,414.00	\$43,594.00

Certified by P. Vice
P Vice Purch Mgr

R. Williams 3/26/98
Witness Date

INVITATION TO BID

BID # 98-26	DATE ISSUED: March 13, 1998	DATE AND TIME OF OPENING: March 26, 1998, at 11:00 p.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled by Project Manager		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE: 10-12 WKS AFTER ORDER (PERMIT RESCAUTION)		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
PER ATTACHED SPECIFICATIONS:				
1	Small Crematory for Individual Cremation Services (Installed Price)	1	<u>12,600</u>	<u>12,600</u>
2	Medium Crematory for Mass Burn (Installed Price)	1	<u>29,500</u>	<u>29,500</u>
Please list at least three references with name and phone number of contact person. (Prefer references in this area) Number of Service Technicians currently employed: <u>3</u>				
			SUB TOTAL:	<u>\$42,100</u>
* DOES NOT HAVE STATE OF ARKANSAS SALES TAX #. PLEASE FILE USE TAX WITH STATE DIRECTLY. <i>AXB</i>			SALES TAX:	<u>— X</u>
			TOTAL:	<u>\$42,100</u>
RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM: <u>BESTECH ENVIRONMENTAL RESOURCES INC</u>	PHONE: <u>205/844-4005</u>	FEDERAL ID# <u>63-2963127</u>
	BUSINESS ADDRESS: <u>760 N. PINE HILL RD</u>	CITY AND STATE: <u>BIRMINGHAM, AL</u>	ZIP: <u>35217</u>
	AUTHORIZED SIGNATURE: <i>Richard Z. Bradley</i>	TITLE: <u>PRESIDENT</u>	DATE: <u>3/23/98</u>

*Fayetteville Animal Control
1640 Armstrong
Fayetteville, AR 72701*

**Animal Crematory Specifications
for Two Crematories:**

- 1. Small Crematory for Individual Cremation Services**
- 2. Large Crematory for Mass Burn**

INDIVIDUAL CREMATORY

SPECIFICATIONS

Crematory

A. Type: Controlled air, multi-stage, factory assembled, packaged crematory with control system, burners and stack. Burners shall be designed for natural gas. Crematory shall be Shenandoah Manufacturing Model C6-2G or approved equal.

B. Service: Designed for manual batch loading with schedules and waste material as specified.

C. Performance:

1. Crematory shall meet the emissions and operational requirements of the State of Arkansas. Permit fees to be the responsibility of **Fayetteville Animal Control**.
2. Weight Reduction of Waste: Minimum 90% of combustible portion.
3. Burn rate: The crematory shall be capable of being charged at the rate of up to 150# per batch load of Type 4 (animal carcasses) for a burn cycle up to 5 hours.

D. Operation:

1. Primary Chamber:

- a. Secondary temperature controller will shut burner down at 1650 degrees F.
- b. Primary chamber shall be designed to operate under a negative pressure.
- c. Primary burner to be Midco J83-ds (or equal) capable of 800,000 BTU/hr output, but set to operate at 200,000 BTU/hr. Burner to be controlled off/on by primary temperature controller.

2. Secondary Chamber:

- a. Secondary burner shall fire at maximum during preheat and shall be controlled at 1600 degrees F.. Secondary burner to be Midco J83-ds (or equal) capable of 800,000 BTU/hr output, but set to operate at 375,000 BTU/hr.
- b. Secondary temperature shall be measured in the stack outlet of the secondary chamber. Stack mounted Type K thermocouple. No flame impingement of the burner upon the thermocouple will be allowed.
- c. Secondary combustion blower shall be discrete from the secondary burner. Secondary combustion air shall be supplied by a 1/16 HP, direct drive blower. Blower shall have a damper to restrict air during preheat and to control air input during burn cycle.

E. Design:

1. Primary Chamber:

- a. Jacket to be minimum of 14 gauge Aluminized Steel. Primary volume to be a minimum of 6 cubic feet.
- b. Refractory: Front, back, hearth and top to be 2" of 2800 degree F., 126 #/cu. ft. Alkaline Resistant castable.
- c. Primary charge door to be 14" x 20" opening. Primary charge door to be lined with 2800 degree F. castable and includes door gasket.

2. Secondary Chamber:

- a. Jacket to be of 14 gauge Aluminized steel. Secondary volume to be 3.75 cubic feet.
- b. Refractory: Refractory lining to be 1 1/2" of 2800 degree F., 126 #/cu. ft. Alkaline Resistant castable.

c. Secondary combustion air shall be supplied by a 1/16 HP, direct drive blower. Blower shall have a damper to restrict air during preheat and to control air input during burn cycle.

3. Stack:

a. Stack shall be two sections of 14" OD, 11" ID stack with 1 1/2" of 2800 degrees F., 126 #/cu. ft. castable. Shell shall be 14 gauge Aluminized steel. Total stack height above secondary chamber is 9 feet.

b. Stack shall have a stainless steel spark screen.

4. Control Panel:

a. Control panel shall be mounted under the secondary burner and shall include secondary digital temperature controller. Controller shall be type K. Panel shall include all primary and secondary manual timers for automatic sequencing and control.

Part 3 - Execution

3.1 Installation

A. Equipment to be installed on concrete slab by vendor. Slab provided by **Fayetteville Animal Control** at the sizing and layout by vendor. All crane services by vendor. All interconnection of piping and wiring between control panel and incinerator by vendor. After completion of installation vendor to perform cure out of refractory. Refractory cure out schedule to be provided by manufacturer with vendor providing documentation that cure out was performed as per schedule. Vendor to reset all controls for operation and to perform up to 4 hours training with 1 hour in a classroom setting.

B. Vendor and manufacturer to warrant all equipment for one year from the date of start up. Start up constitutes first beneficial use of the equipment by **Fayetteville Animal Control**.

C. Manufacturer to supply all necessary documentation and test reports necessary to attain permit from the State of Arkansas for the construction and

operation of this crematory. Any required testing by the State of Arkansas is the responsibility of the vendor.

D. Fayetteville Animal Control to supply all utility connection to incinerator and to include the following:

1. Natural gas lines to 1 1/4" connection point on gas train. Gas requirements to be 1600 CF/hr at 7" wc. Gas pressure regulator by **Fayetteville Animal Control** and should be positive shutoff.
2. Electrical supply to be 110 volt/1 ph/60 cy for a total of 20 amps. Electrical supply will be brought into bottom of control panel by **Fayetteville Animal Control**. Disconnect by **Fayetteville Animal Control**.

3.2 Qualification:

A. Supplier shall have been in the manufacturing of animal crematories for over 10 years.

Mass Burn Crematory Specifications

Crematory

A. Type: Controlled air, multi-stage, factory assembled, packaged incinerator with control system, burners and stack. Burners shall be designed for natural gas. Crematory shall be Shenandoah P25-2GN or approved equal

B. Service: Designed for manual batch loading of animal carcasses for a 5 - 6 hour cycle with schedules and waste material as specified. Up to two cycles per day.

C. Performance:

1. Crematory shall meet the emissions and operational requirements of the State of Arkansas. Permit fees to be the responsibility of **Fayetteville Animal Control**.

2. Weight Reduction of Waste: Minimum 90% of combustible portion.

3. Burn rate: The crematory shall be capable of being charged at the rate of up to 600# per batch load of Type 4 (animal carcasses) for a burn cycle up to 5 - 6 hours.

D. Operation:

1. Primary Chamber:

a. Primary temperature controller will shut burner down at 1200 degrees F.

b. Primary chamber shall be designed to operate under a negative pressure.

- c. Primary burner to be Midco J83-ds (or equal) capable of 800,000 BTU/hr output, but set to operate at 335,000 BTU/hr. Burner to be controlled off/on by primary temperature controller.

2. Secondary Chamber:

- a. Automatic reverse modulation of the secondary burner gas supply and the combustion air blower to control secondary temperatures. Secondary burner shall fire at maximum during preheat and shall modulate to low fire above 1600 degrees F. The secondary combustion blower air damper shall be fully closed during preheat and shall open above set point to allow ample air for combustion and cooling. Secondary combustion blower shall be discrete from the secondary burners. The secondary burner shall have own blower motor. Secondary burner shall be Midco 83-ds or equal.
- b. Secondary temperature shall be measured in the stack outlet of the secondary chamber. No flame impingement of the burner upon the thermocouple will be allowed.
- c. Secondary preheat time shall not exceed 1 hour.

E. Design:

1. Primary Chamber:

- a. Jacket to be minimum of 13 gauge Aluminized Steel. Primary volume to be a minimum of 25 cubic feet with 23 cubic feet above the grates.
- b. Refractory: Front, back and top to be 2 ½" of 2800 degree F., 141 #/cu. ft. Alkaline Resistant castable.
- c. Hearth to be 2 ½" of 2600 degree F, 123 #/cu. ft. Abrasive Resistant castable. Hearth area to be 24" x 60" (10 sq. ft.). Hearth shall be of castable refractory with a raised rim to prevent fluid leakage.
- d. Primary charge door to be 24" x 28" opening. Primary charge door to be lined with 2800 degree F. castable.
- e. Ash clean out door to be 8" x 16" and lined with 2800 degree castable.

- f. Sides to be lined with 4" firebrick below the grates and 2 ½" firebrick above the grates. Firebrick to be rated at 3200 degrees F.
- g. The waste support grate system shall consist of ceramic grates spaced 4" apart along the length of the primary chamber. The waste is supported (suspended) above the primary burner by the grates and allows the heat of the primary burner to pass through the waste bed, assuring complete burnout of the waste. Any liquids or grease which fall onto the fixed concave hearth below the grate are subjected to the direct intense heat of the burner.
- h. Primary burner to be Midco J83-ds (or equal) capable of 800,000 BTU/hr output. Burner to be controlled off/on by primary temperature controller.

2. Secondary Chamber:

- a. Jacket to be of 13 gauge Aluminized steel. Secondary volume to be 30.8 cubic feet.
- b. Refractory: Insulation to be a minimum of 1" of 1900 degree F. Mineral Wool. Refractory lining to be 3" of 2800 degree F., 141 #/cu. ft. Alkaline Resistant castable.
- c. Secondary chamber shall have one J83-ds Midco burner capable of 800,000 BTU/hr. The burner shall be fully modulated and shall have spark ignition, Electronic flame safety and 100% Shut Off.
- d. Secondary combustion air shall be supplied by a 1/3 HP, 530CFM, high pressure, direct drive blower. Blower shall have a modulating control damper to restrict air during preheat and to control air input during burn cycle.

3. Stack:

- a. Stack shall be three sections of 18" OD, 13" ID stack with 2 ½" of 2800 degrees F., 126 #/cu. ft. castable. Shell shall be 13 gauge Aluminized steel. Each section shall be 49" long..
- b. Stack shall have a stainless steel spark screen.

4. Control Panel:

- a. Control panel shall be free standing and shall be Type 3R design. Panel shall include two digital indicating temperature controllers. Both primary and secondary controllers shall be type K. Panel shall

include all timers, relays, motor starters programmed for automatic sequencing and control.

- b. Panel dimensions to be 30" W x 14" D x 62" H.

5. Burners:

- a. Type: Natural Gas, forced draft, automatic firing with fuel valve trains and safety interlocks.
- b. Ignition: Direct electric ignition upon demand.
- c. Fuel valves, safety and interlock devices shall be UL listed for burner service.
- d. Flame Safeguard: Automatic programmer, solid state electronic, UL listed. Lockout of flame failure and by control interlocks. Flame Safeguards to be Honeywell S87D.
- e. Burner operation control: Secondary burner to run continuously (shutdown by system timer) during operation with modulation of the main gas butterfly damper controlled by the secondary temperature controller. Primary burner controlled by primary temperature controller and timer.
- f. The burners shall have a blower motor centrifugal proving switch to insure availability of combustion air before ignition.
- g. Burners to have integral thermal switch to automatically provide cooling air if burner overheats when not firing.

Part 3 - Execution

3.1 Installation

A. Equipment to be installed on concrete slab by vendor. Slab provided by **Fayetteville Animal Control** at the sizing and layout by vendor. All crane services by vendor. All interconnection of piping and wiring between control panel and crematory by vendor. After completion of installation vendor to perform cure out of refractory. Refractory cure out schedule to be provided by manufacturer with vendor providing documentation that cure out was performed as per schedule. Vendor to reset all controls for operation and to perform up to 4 hours training with 1 hour in a classroom setting.

B. Vendor and manufacturer to warrant all equipment for one year from the date of start up. Start up constitutes first beneficial use of the equipment by **Fayetteville Animal Control**.

C. Manufacturer to supply all necessary documentation and test reports necessary to attain permit from the State of Arkansas for the construction and operation of this crematory. Any required testing by the State of Arkansas is the responsibility of the vendor.

D. Fayetteville Animal Control to supply all utility connection to incinerator and to include the following:

1. Natural gas lines to 1" connection point on primary and secondary burner gas train. Gas requirements to be 1600 CF/hr at 7" wc. Gas pressure regulator by **Fayetteville Animal Control** and should be positive shutoff.

2. Electrical supply to be 110 volt/1 ph/60 cy for a total of 30 amps. Electrical supply will be brought into bottom of control panel by **Fayetteville Animal Control**. Disconnect by **Fayetteville Animal Control**.

3.2 Qualification:

A. Supplier shall have been in the manufacturing of animal crematories for over 10 years and shall provide at least 3 references of the type and size of the crematory proposed.

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of May 19, 1998

FROM:

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

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #1 - Bid #98-31. The Vendor for this Purchase is Cycle Connection, 2201 East 7th Street, Joplin, MO 64801, Vendor #Pending for the acquisition of two heavy duty police motorcycles.

COST TO CITY:

Cost: \$ 45,773.00 Trade Allowance: N/A Net Cost: \$ 45,773.00

\$ 45,773.00 \$ 336,000.00 Repl/Exp Police/Pass. Vehicles
 Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 75.00 Vehicles & Equipment
 Account Number Funds Used To Date Program Name

98066 \$ 335,925.00 Shop
 Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

[Signature] _____
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature] 4-27-98 _____
 Accounting Manager Date ADA Coordinator
[Signature] 4-27-98 [Signature] 4-27-98
 City Attorney Date Internal Auditor Date
P Vice 4-27-98
 Purchasing Officer Date

STAFF RECOMMENDATION:

Authorization to Purchase Item #1 - Bid 98-31.

[Signature] 4/24/98 _____
 Division Head Date Cross Reference

Department Director New Item: Yes No

[Signature] 4/30/98 _____
 Administrative Services Director Date Prev Ord/Res #: _____

[Signature] 5/1/98 _____
 Mayor Date Orig Contract Date: _____

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: April 24, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-31 — *Two Heavy Duty Police Motorcycles*

Reference the attached Agenda Request for the Award of Bid 98-31, Item #1. The lowest qualified bidder meeting specifications is Cycle Connection, 2201 East 7th St. Joplin, MO 64801. (Vendor #Pending).

This Bid was sent to 7 area dealers with 2 responses. The other response failed to include a portion of the necessary equipment that was specified, which appeared as the additional \$3,411.90 on the tab sheet. They also did not include the radio equipment specified. Pricing of this portion of equipment from another source is in excess of \$5,800.00. In addition, purchase of the radio equipment separately would subject it to sales tax and the need to pay for installation. Therefore, the bid from Harley-Davidson of Arkansas did not comply with the bid requirements.

The Bid Tabulation Sheet dated April 22, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered. .

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

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

ITEM 1. Heavy Duty Police Motorcycle

**

Cycle Connection

1999 Harley Davidson Model FLHPI @ \$22,080.00. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS COMPLETE UNITS:

ITEM 1.	Cycle Connection	2 Units at \$ 22,080.00
	W/Required Handling Equipment	\$ 1,613.00

TOTAL BID AWARD: \$ 45,773.00

The budgeted amount for items in this Category/Project is \$336,000.00 in account 9700-1920-5802.00, Project 98066-001. With the purchase of these items at \$45,773.00 we will have a balance remaining of \$290,152.00 for the other items scheduled in this Category/Project.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Bill Oestreich, Fleet Operations Superintendent

FROM: Richard L. Watson, Chief of Police *RW*

DATE: April 27, 1998

SUBJECT: ***Bid #98-31 - Motorcycles***

I have reviewed the bid (Bid #98-31) and the specifications for the motorcycles and find that the award recommendation to purchase cycles from the Cycle Connection in Joplin, Missouri, should provide us with adequate equipment for our intended purposes.

BID: 98-31
DATE: 4/22/98
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION; POLICE MOTORCYCLES

BIDDER	ITEM #1	ITEM #2
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CYCLE CONNECTIONS

\$22,080.00 unit \$45,773.00 tot
Harley Davidson FLHPI, windshield, Road King, white
additional equipment included in unit price

HARLEY DAVIDSON OF ARK

\$18,162.22 unit \$36,324.44 tot *(+\$3,411.90)
Harley Davidson FLHPI, windshield (radio not incl)

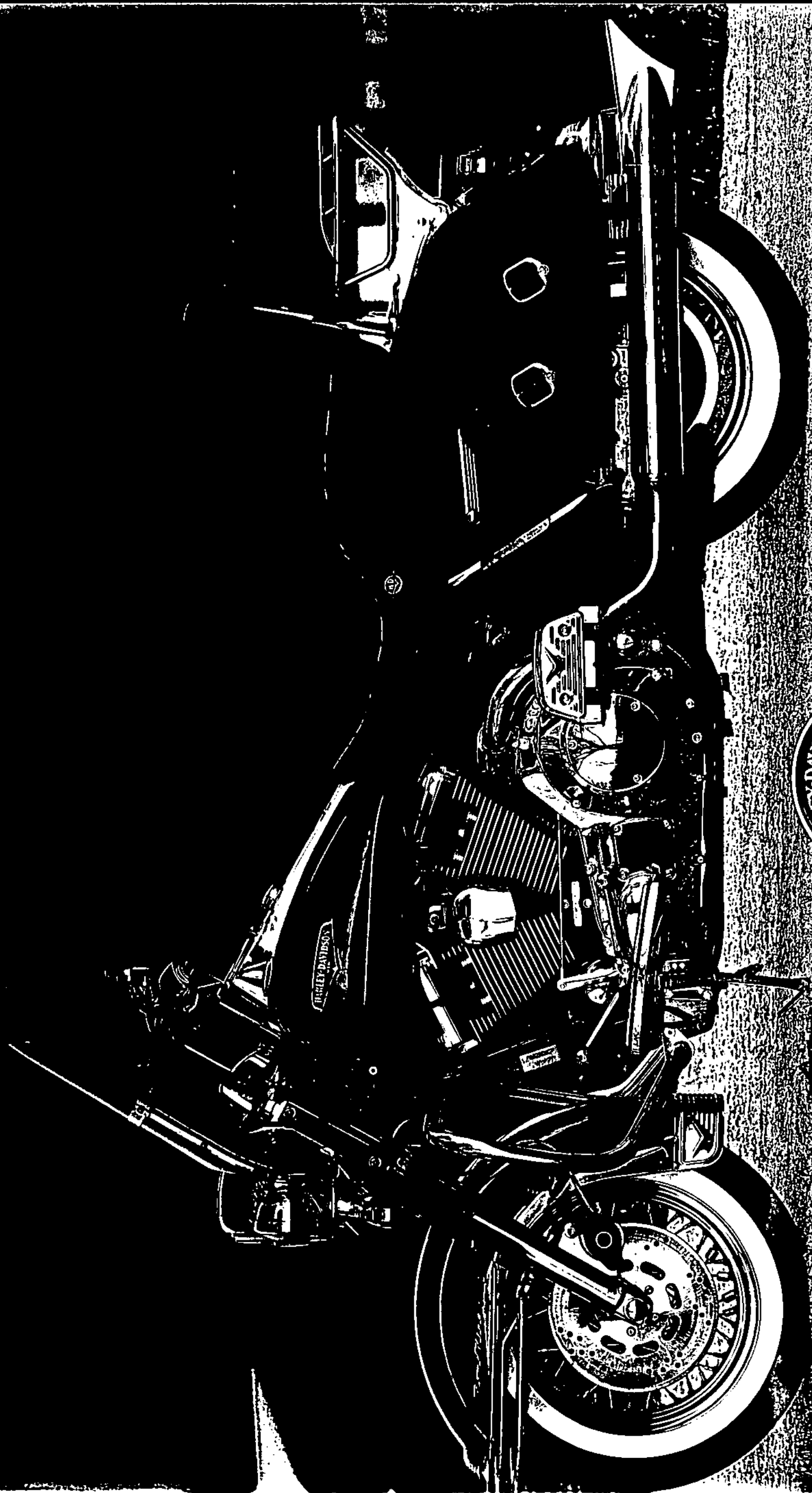
\$18,302.22 alternate \$36,604.44 alternate *(+\$3,411.90)
Harley Davidson FLHPI, incl Faring & windshield (radio not incl)

* additional equipment costs as requested in Bid

P Vice
P Vice Purch Mgr

R W 4/24/98
Witness Date

BID 98-31.00
I.C.06



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 98-31

DATE ISSUED: April 8, 1998

DATE & TIME OF OPENING: April 22, 1998 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 120 Days from Date of Order

F.O.B. Fayetteville, AR

***GUARANTEED DELIVERY SCHEDULE:** _____

ITEM:	DESCRIPTION:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
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1.	Heavy Duty Police Motorcycle per Item #1 of Specifications Attached	2	\$ _____	\$ _____
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(OPTION 1)

2.	Heavy Duty Police Motorcycle per Item #1 of Specifications Attached With Guaranteed Buy Back Agreement Please attach details.	2	\$ _____	\$ _____
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***SPECIFY MANUFACTURER & MODEL DESIGNATION:** _____

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

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

**BID 98-31
SPECIAL TERMS & CONDITIONS
ITEMS #1 & #2**

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

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

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.

12. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID"** **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
13. Parts and Service Manuals shall be provided to cover the entire unit including Power train, Accessories and any authorized modifications.
14. Training sessions shall be provided as set forth in Basic Specifications Item #1 attached to familiarize City Employees with the operational and maintenance needs of the units provided.

BID # 98 - 31

BASIC SPECIFICATIONS

HEAVY DUTY POLICE MOTORCYCLE

General Specification Requirements are as follows for HEAVY DUTY POLICE MOTORCYCLE These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

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

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

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

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

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

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

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

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

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

2. MATERIALS AND WORKMANSHIP

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

3. WARRANTY

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

4. PARTS AND SERVICE

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

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

ITEM 1. HEAVY DUTY POLICE MOTORCYCLE

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

- ENGINE:** 1340 cc - 80 CID OHV Vibration Isolated V-Twin - Bore and Stroke: 3.498" x 4.250" Compression ratio 8.5:1 - Exhaust: dual crossover - Power train deluxe chrome group, designed for low maintenance, black wrinkle paint finish on engine; chrome rocker boxes, timer cover, outer primary housing and transmission cover - sequential Port Fuel Injection System (SPFI) - Oil capacity: 4 quarts (3.8 liters)
- WHEELS/TIRES:** Cast wheels, rim material impermeable to compressed air - Dunlop, front and rear MT90B x 16 black walls (Touring Elite IID402 tires), Tires designed to remain on wheel during sudden loss of air pressure.
- SUSPENSION:** Heavy duty, air adjustable front suspension with passive anti-dive and air adjustable rear suspension; ability to adjust rear ride height to compensate for imposed loads. Suspension travel: front (air adjustable): 4.6" (11.68 cm) rear (air adjustable): 3.0" (7.62 cm)
- CLUTCH/TRANSMISSION:** Multiple plate clutch design, Five Speed Transmission, Requires clutch disengaged for starter motor operation, Primary Drive: double Row Chain, Gear ratios: 1st - 10.110, 2nd - 6.958, 3rd - 4.953, 4th - 3.862, 5th - 3.150.
- VISUAL DISPLAYS:** Certified Police Analog Speedometer - 0 - 120 MPH, Calibrated Cumulative Odometer, Analog Tachometer, Fuel Level Gauge, Indicator Lamps, including pursuit lamp indicator, Brake Master Cylinder Reservoir Sight Glass, Engine Diagnostic lamp, Voltmeter.
- FUEL/TANK:** 5 US Gallons (incl 0.9 Gal. Reserve 18.95 liters) w/electric fuel pump, Automatic fuel on/off valve.

FEATURES/DIMENSIONS: Seat: latest design deluxe solo air saddle, special police type, covered with breathable material, with rear back support design and quick release mechanism; single air bladder with reservoir and gauge, One key fits all locks, Side stand: jiffy type steel stand, locking type when engaged, Footboards: adjustable, provided with non-skid rubber pads on upper surfaces, Engine Guards: front engine guard, sturdy rear saddlebag guards, Saddlebags: law enforcement type fiberglass saddlebags. Utilizes police style speed latches, Drive: final belt drive, Gates aramid fiber reinforced Poly Chain belt, Mirrors: two (2) true image mirrors, Windshield: (King), Gross vehicle weight rating: 1260 lbs (571 kg), Ground clearance: 5.12" (13.00 cm), Wheelbase: 62.9" (159.8 cm), Warranty: 12 months, unlimited mileage.

ELECTRICAL: Battery: heavy duty center mount battery, 12 volt, minimum rated capacity - 30 ampere hours, Ignition/Starting: 1 .2 kw electric with Bendix-type engagement, Charging system: providing 45 amp high output alternator and solid state regulator, Connectors: industrial grade throughout, 12 volt power outlet provided (radar/laser), Lighting: quartz halogen headlight, pursuit lamps: front mounted Blue PAR 36 lamps, incandescent, tail light, stop lights, turn signals, self-canceling, running lights integrated into fender tips and front turn signals, indicator lamps, pursuit lamps, high beam, neutral, oil and turn signals, Hand controls: water resistant switches, Microphone jack.

PERFORMANCE: Brakes (diameter & width): front (dual disc) 11.5" x 0.2" (29.21 cm x 5.08mm) - rear (single disc) 11.5" x 0.3" (29.21cm x 7.62mm), Lean Angle: Right: 31 deg, Left: 30 deg, Torque: (ft.lbs./rpms) 83.0/3500 rpm, EPA Mileage City: 42 mpg, Highway: 52 mpg.

SPECIAL EQUIPMENT: An authorized lifting device shall be provided for use at the City of Fayetteville Fleet Operations Facility. It shall consist of an air over hydraulic lifting device capable of raising a fully equipped unit and shall remain the property of the City.

RADIO EQUIPMENT: Motorola MCS-2000 Model 2 35W M01HX Mobile, MTS-2000 Model 2 H01QX Portable w/ 6 Setcom 3/4 Helmet Kits consisting of Dual Speakers, Belt Box Cable Assy, Button Motorcycle Cable Kit.

SAFETY EQUIPMENT: Whelen UPS 188C Strobe Power Supply w/8 Outlets, 180 Watts, diagnostic, comet flash, Blue 2020 ML Self Contained Pole Light, 2113 Radio and Light Box with H-D Siren Amplifier, 4 Blue 52 Linear

Strobes, 12 Volt Auxiliary Battery with Charger, including a 12 Volt and 110 Volt Outlet, 2 Blue Par 36ES lights, 2 Blue 52 linear bar mount lights, Dimensions: 22 X 18 X 9.7. SA350MH Siren Speaker, WS320H Siren Amplifier with PA including Microphone Kit. 8 Pr Hatch Summer style Riding Gloves, 8 Pr Hatch LAPD style Gauntlet with C100 3M Thinsulate, Zippered Pouch on Back of each hand w/nylon rain cover.

OFFICER TRAINING: A Service Orientation Course shall be provided for two (2) City of Fayetteville Law Enforcement Officers which will include a basic introduction into routine, owner level, basic service requirements and maintenance techniques.

TECHNICIAN TRAINING: A Service Orientation Course shall be provided for two (2) City of Fayetteville Technicians which will include a minimum of 4 days covering normal scheduled routine maintenance including complete 10,000 mile service. An additional 4 day course will be provided which will cover overview of engine/transmission/clutch design and function. This is to include removal, disassembly, component identification, reassembly and installation.

BIDDERS LIST

Police Motorcycles

1. Cycle Connection
2201 East 7th St.
Joplin, MO 64801
2. Heartland Honda
2021 West Sunset
Springdale, AR 72764
3. Kawasaki of Fayetteville
2028 N. Shiloh Drive
Fayetteville, AR 72701
4. Motorcycles International Ltd.
2880 Point Circle
Fayetteville, AR 72701
5. Harley-Davidson of Northwest Arkansas, Inc.
406 E. Henri De Tonti Blvd
Tontitown, AR 72762
6. Action Honda
2810 S Walton Blvd.
Bentonville, AR 72712
7. C & C Harley-Davidson, Inc.
3706 S. Memorial Drive
Tulsa, OK 74145

NOTICE TO BIDDER

BID NO. 98 - 31

COMMODITY: POLICE MOTORCYCLES

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., APRIL 22, 1998, for the furnishing of: **COMMODITY: POLICE MOTORCYCLES**

Bid Forms, Specifications, and Terms and Conditions may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building.

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

Peggy Vice, Purchasing Officer

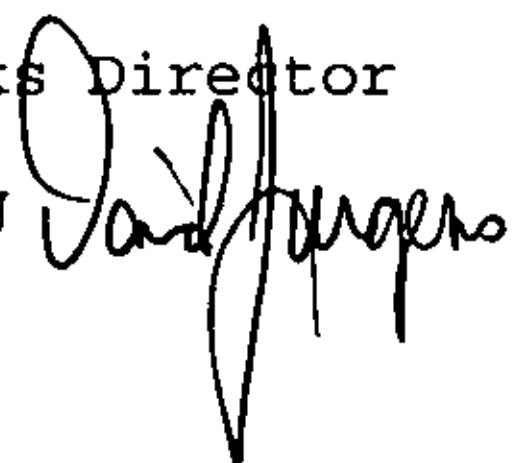
PUBLISH 4/12/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council
Thru: Kevin Crosson, Public Works Director
From: David Jurgens, Engineering 
Date: April 27, 1998

Re: Agenda Request- May 19 Council Meeting, Engineering Services Contract, Illinois River Basin 16 and the Hyland Park Area Sewer Rehabilitation, RJN Group, Inc.

1. Background. The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area to be studied is the hill behind Root School (Illinois River Basin 16) and the Hyland Park area, shown on the attached map. We experience overflows at five manholes downstream from this area, and (under very heavy rains) one recurring overflow in this area.

2. Project Description. This is the first of three phases of the sewer rehabilitation work in this area. Phases 2 and 3 will be contracted at a later date.

A. Phase I. Preliminary Engineering (Sanitary Sewer Evaluation) Study. This involves a thorough investigation of the sewer system to identify all sources of inflow and infiltration through which rain and ground water enters the sewer system. It will also identify major structural and capacity defects, and will take recurring maintenance problems into account. The product will be a recommended construction plan with cost-effective repair analysis.

The estimated work includes physical investigations of 667 manholes, smoke testing 125,000 linear feet of pipe, performing 33 dyed water examinations, cleaning and televising 12,500 linear feet of sewer pipe, and providing a brief written report of the results. It also includes televising and updating information regarding 2,600' of sewer line in Illinois Basins 6-9. These lines were recommended for repairs in the 1991 study, and need to be reevaluated before design work is completed.

This is not a generic, theoretical study, but a detailed and specialized physical examination of our sewer system which evaluates every aspect of these sewer lines and manholes. The project is similar to those recently completed in other areas of town, which have been instrumental in stopping numerous sewer overflows.

B. Phase II. Final Engineering Design. This phase includes the design of the rehabilitation and the bidding process.

C. Phase III. Construction. This phase involves the actual manhole and sewer line construction and rehabilitation, and inspecting and supervising the contractor(s) who perform the work. This project will probably include two construction projects- one for manhole work and one for main line repairs and replacement. Construction should be begun in late 1998 or early 1999, and should last from 12 to 18 months.

3. Selection Process. The Engineer Selection Committee selected firms for this project on April 6, 1998. RJN Group, Inc., was selected for this project. An April 6 letter to RJN advised them of the selection and requested we open negotiations.

4. Clarification of Scope and Negotiations. Meetings and consultation between City staff and Hugh Kelso, RJN, resulted in the final proposed contract (enclosure 2).

5. Execution. As planned, the engineering for this project will be a cooperative effort between City forces and RJN personnel. City Sewer Division crews will participate in some of the field work to reduce costs and expedite the project.

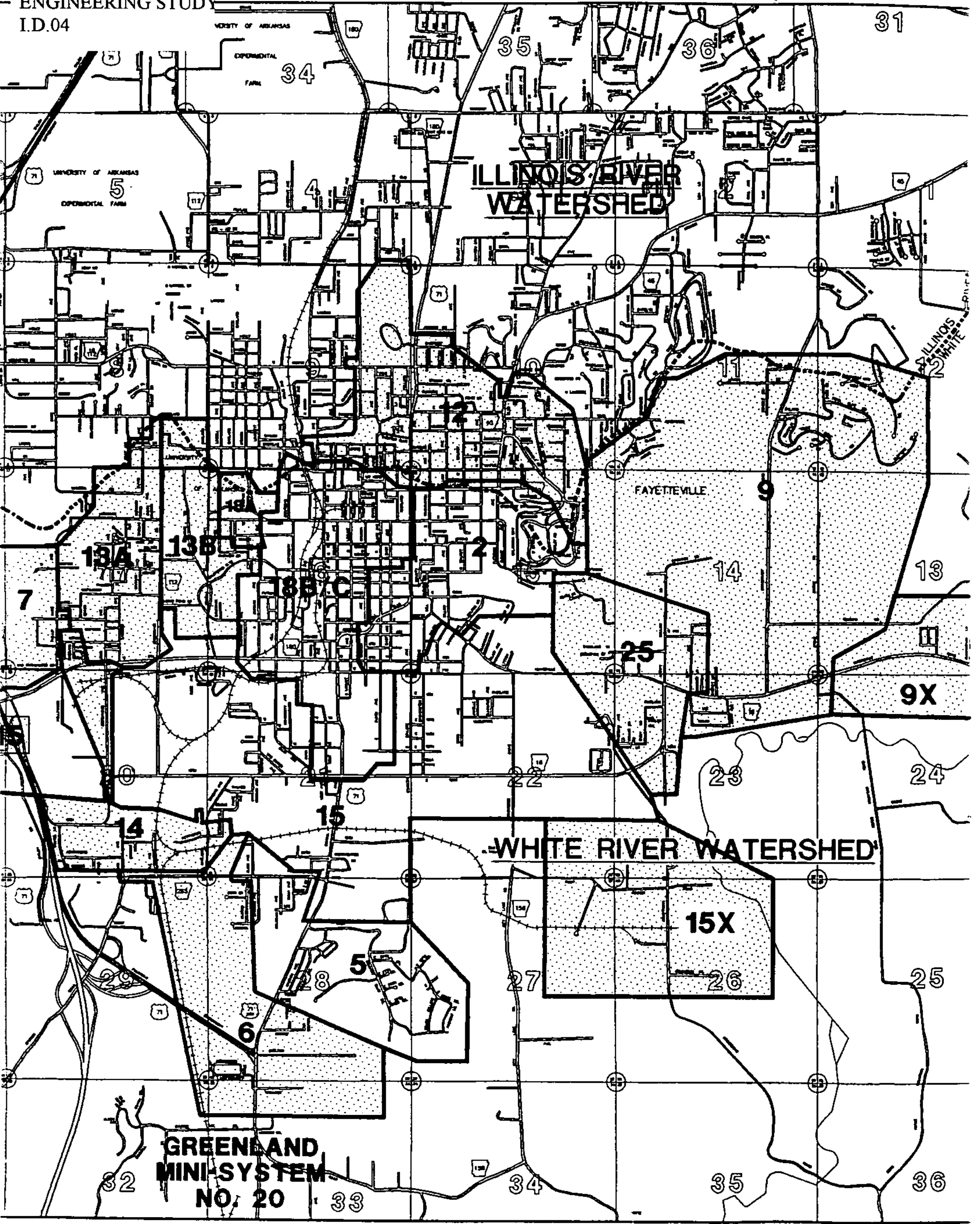
6. Budgeting. The sewer rehabilitation project is in the 1998 Capital Improvements Plan (page 105) and is funded by Sales Tax funds. Budget details are identified on the attached agenda request.

7. Staff Recommendation. The Staff recommends award of the Engineering Contract to RJN Group, Inc., in the amount of \$218,595, and approve a 10% contingency of \$21,859, for a total cost of \$231,073.

Enclosures:

Project Area Map

Proposed Contract (3 Originals)



AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this ____ day of ____, 1998 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., hereinafter called ENGINEER.

WHEREAS, the OWNER desires to conduct a Sewer System Evaluation Study for Basin 16 and the Hyland Park Area.

NOW, therefore, the OWNER hereby engages the ENGINEER to provide the following professional services as set forth in this agreement. Services will be performed by the ENGINEER with McClelland Consulting Engineers, Inc. as a subconsultant.

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in Basin 16 and the Hyland Park Area.

Services include field investigations and engineering services for City sewers located in Basin 16 and the Hyland Park Area. The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

Section II - Future Services for ENGINEER

The ENGINEER is available to furnish and perform, under a separately negotiated agreement, future engineering services as desired and authorized by OWNER for additional planning work, design, construction, and testing with respect to extensions of this Project or others.

AGREEMENT (Cont.)

Section III - OWNER's Responsibility

Mr. David Jurgens, P.E., or other designee of the City of Fayetteville, shall be the OWNER's Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks of the Project for which services are to be rendered by the ENGINEER.

As responsible agent and beneficiary of the Project, the OWNER's responsibilities shall include the following:

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.
2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.
3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.
4. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
5. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonable request with regard to legal issues pertaining to the Project.

AGREEMENT (Cont.)

6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
7. Provide water meter and water for dyed water flooding and television inspection activities.
8. Bear all costs incident to compliance with the requirements of this Section III.

Section IV - Schedule of Service

The schedule of services is described in Exhibit B attached hereto.

The work described shall be carried out as expeditiously as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER, and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Section V - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed \$218,595 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

Payments to the ENGINEER shall be made monthly upon receipt of the combined status report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

Section VI - General Considerations

Standards of Performance

AGREEMENT (Cont.)

The ENGINEER shall perform all services under this Agreement in accordance with the standards of the engineering profession.

Estimate of Probable Cost

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of preliminary or probable construction cost or total project cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as an experienced and qualified professional engineer. However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost by him.

Reuse of Documents

All data and documents including drawings, forms, computer programs, and specifications furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Verification or adaptation by the ENGINEER may entitle ENGINEER to further compensation at a rate agreed upon by the OWNER and the ENGINEER.

Termination of Services

This Agreement may be terminated by either party in the event of substantial failure. Termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) or intent to terminate and an opportunity for consultation with the terminating party.

Upon receipt of a termination action, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, other information and materials accumulated by the ENGINEER in performing this Agreement, whether completed or in process. The OWNER shall compensate the ENGINEER for any termination settlement costs the ENGINEER incurs related to commitments which had become firm prior to the termination.

AGREEMENT (Cont.)

Controlling Law and Disputes

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. This Agreement shall be governed by the laws of the State of Arkansas.

Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of \$1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereto affixed, this _____ day of _____, 1998.

For the OWNER:

CITY OF FAYETTEVILLE

Fred Hamm
Name

Title

ATTEST:

Heather Woodcock

For the ENGINEER:

RJN GROUP, INC.

Hugh M Helms
Name

Regional Vice President
Title

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Authorization Progress & Completion
- Exhibit C - Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
BASIN 16 AND HYLAND PARK ARE SEWER SYSTEM STUDY

This section is a detailed description of the Work Plan that would be implemented for this project. Specific Work items were developed based on our understanding of the project needs, our familiarity with the City of Fayetteville's Wastewater Collection System, and our experience with many similar projects.

The Basin 16 and Hyland Park Sewer collection system contains approximately 125,000 L.F. of sewer and 667 manholes. The sewer systems in these areas will be investigated to identify sources of infiltration/inflow (I/I) and to develop recommendations for rehabilitation of the collection system including maintenance related repairs.

Work Plan

The Work Plan for the City of Fayetteville includes all the necessary engineering, planning, and survey work for developing a Sewer Rehabilitation Plan in Basin 16 and the Hyland Park Area.

PART I - SEWER SYSTEM STUDY

A. Project Administration

1. Mobilize project team.
2. Perform general administration and project management including meetings with City staff as necessary.
3. Provide monthly status reports for the project.
4. Procure subcontractors for such work as television inspection.

B. Data Management Program/Hydraulic Computer Model Update

1. Perform final review of system maps to delineate boundaries of subdrainage areas and location of flow monitoring sites.
2. Prepare preliminary field map for project use.
3. Number all manholes and cleanouts in the study area using the CADD map developed by the Engineer.
4. Correct map as differences are found during the field investigation.

5. Determine estimated average base flows for the study area from water records provided by the City.
6. Update hydraulic model of 12-inch diameter interceptor in Basin 16 based on field investigation and elevation survey provided by City and McClelland Consulting Engineers, Inc. Modeling of sewers other than the 12-inch diameter interceptor is not included in this project.

C. Flow Monitoring

1. Provide calibration of four existing City flow metering stations in Basin 16. It is anticipated that the City will service the existing flow meters on a weekly basis and provide the information to the Engineer in a timely manner. The Engineer will provide qualified field personnel to evaluate and calibrate each monitoring site on a weekly basis.
2. Analyze flow data from the existing metering station to determine the following:
 - a. Average daily dry-weather flow and peaking factors.
 - b. Peak infiltration rates if possible.
 - c. Peak inflow rates for selected rainfall events and establish the relationship between peak inflow and rainfall (Q vs I) for each monitoring site.

D. Intensive Manhole Inspection

A comprehensive below ground inspection of manholes will be performed in the project area. All subsurface components from the frame seal, walls, cleanout risers, and bench and trough are inspected. The rim to invert dimension for all connecting lines will be recorded. The ENGINEER shall notify the CITY of any inaccessible, or unlocated manholes. The ENGINEER shall commit a minimum of 15 minutes to searching for manholes in order for the manhole inspection to be counted for payment. Once the CITY has located or provided access to these manholes, the ENGINEER will complete all necessary inspections at no additional cost to the CITY. The data management/computer model is used to process and analyze the inspection data. Flow rates for major sources of I/I in each of the manholes inspected will be estimated. Specific work tasks include the following:

1. Perform inspection at manholes and cleanouts and record data on computerized data form. (667 manholes/cleanouts are assumed in the cost proposal.)

2. Perform computerized analysis of I/I inspection data with quantification of observed defects.

E. Rainfall Simulation

This task will specifically identify sections of sewer lines and sources where excessive infiltration and inflow may be expected to occur during wet-weather periods, including locations of stormwater transfer into the sanitary sewer system. Work will include smoke testing and dyed water flooding using comprehensive testing techniques developed by ENGINEER for such studies. A dual blower intensified smoke technique will be utilized to test sewer lines in the selected study areas. This enhanced method uses two smoke blowers for each test segment instead of the conventional technique of one blower, and includes partial plugging of the segment. The objective is to identify connections from typical sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program.

Inflow sources will also be identified by means of dyed water flooding of storm sewer sections and suspected overflows, stream sections, ditch sections, and ponding areas that may be contributing to inflow. Some of the test areas are based on results of the ENGINEER'S smoke testing program. Positive dye tests are quantified for leakage rate. Field test data are input to the computerized data management system and analyzed.

Specific tasks to be included are the following:

1. Perform dual blower smoke testing with partial plugging on adjacent manholes, secure photographs of defects, and record results on computerized data form. 125,000 linear feet assumed for the cost proposal.
2. Perform computerized analysis of smoke testing data and select dyed water flooding locations.
3. Perform dyed water flooding at selected locations and record data on computerized data forms and perform computerized analysis of data. 30 locations are assumed in the cost proposal.
4. Perform computerized data analysis of smoke test and dyed water data with quantification of observed defects.

F. Dyed Water Flooding/TV Inspection

A remote-controlled television camera will be placed in the sewer line to observe

the leakage of water from simultaneous dyed water flooding of defects along the main sewer lines. This inspection will allow the proper identification of each defect and selection of the correct rehabilitation method. Cleaning and television inspection will be provided by a subcontractor to the ENGINEER. Heavy cleaning of 12,500 linear feet of television inspection is assumed in the cost proposal. Some cleaning and televising support may be provided by the City.

ENGINEER will provide coordination of the inspection and simultaneous dyed water flooding of the suspect defects.

G. Analysis and Report

This part of the project includes performing an engineering analysis of field survey data and developing recommendations for cost-effective I/I source repairs and maintenance repairs. A description of field investigations, engineering analysis, and recommended action to reduce I/I in the study area will be included in the report.

1. Compare monitored and source flows by basin using flow monitoring results and computerized listing of quantified defect flows.
2. Perform balancing of monitored flows and source flows based on evaluation of identified source flow rates and unaccounted remaining flow by basin. Adjust assigned rates with distribution by line segment.
3. Perform hydraulic capacity analysis of the 12-inch and 18-inch diameter interceptor in Basin 16 only at dry weather conditions using the ENGINEER'S CASS WORKS program.
4. Perform hydraulic analysis of the 12-inch and 18-inch diameter interceptor in Basin 16 only at wet-weather conditions at one (1) storm frequency for existing conditions (no rehabilitation or relief sewers).
5. Develop rehabilitation and improvement costs for various types of infiltration/inflow defect repairs and sewer improvements including, but not limited to:
 - a. Main Replacement
 - b. Point Repair
 - c. Chemical Grouting of Joints
 - d. Sliplining
 - e. Inversion Lining

- f. Expansion Lining
 - g. Access Structure Rehabilitation
 - h. Access Structure Replacement
 - i. Relief Main Construction
 - j. Rerouting Sewage Flows
- 6. Perform analysis for recommended infiltration rehabilitation plan based on applicable rehabilitation method, material, and costs.
 - 7. Perform analysis for recommended inflow rehabilitation and needed relief sewers (if any) to transport remaining wet-weather flow at one (1) design storm frequencies. Quantify all public and private I/I sources identified.
 - 8. Develop recommendations for rehabilitation of both public and private I/I sources in priority order, cost estimates by individual rehabilitation type, and estimated I/I reduction as a result of the recommendations.
 - 9. Prepare and submit two (2) copies of a brief draft report which includes results of the I/I investigations, findings, cost estimates, recommended plan to reduce I/I, addition relief capacity, if required, and a preliminary schedule of implementation for sewer rehabilitation. The draft report will be presented and discussed with CITY staff. After comments are received, a final brief report will be prepared and submitted to the CITY. ENGINEER will provide three (3) copies of the final report.

PART II - BASIN 6 - BASIN 9 EVALUATION

This part of the project will include a reevaluation of main sewer defects in Basin 6 through Basin 9 that were identified during the 1992 Illinois River Watershed Phase I Sewer Study. These segments are listed in Table 1. The purpose of the reevaluation is to determine if the sewer segments have been repaired and if not, to confirm the type of repair necessary. The scope will include dyed water flooding, TV Inspection (to be performed by City), and analysis. The detailed scope of services is as follows:

A. Dyed Water Flooding

- 1. Perform dyed water flooding at selected locations to determine leakage rates (12 locations are anticipated).

B. Television Inspection

1. Coordinate with City forces for performing television inspection of sewer lines listed in Table 1. Television inspection to be performed by City.
2. Provide one field technician to assist in performing concurrent dyed water flooding during TV inspection activities.

C. Data Analysis

1. Review dyed water flooding and TV inspection results and make recommendations for repair or replacement of selected line segments.
2. Incorporate recommendations into Part I report.

Table 1

Basin 6 - Basin 9
Main Sewer Defects

Segment	Length (ft)	Defect	Repair Method
(06)008 - (06)007	65	Main Sewer Defect	Replace
(06)025 - (06)024	359	Storm Sewer Cross Connection	Point Repair
(06)072 - (06)071	247	Storm Sewer Cross Connection	Replace
(06)078 - (06)076	154	Main Sewer Defect	Point Repair
(06)082 - (06)080	127	Main Sewer Defect	Point Repair
(06)135 - (06)069	195	Storm Sewer Cross Connection	Replace
(07)023 - (07)022	190	Storm Sewer Cross Connection	Point Repair
(08)086 - (08)085	271	Storm Sewer Cross Connection	Point Repair
(09)019 - (09)018	110	Storm Sewer Cross Connection	Replace
(09)060 - (09)059	289	Main Sewer Defect	Replace
(09)101 - (09)100	220	Storm Sewer Cross Connection	Replace
(09)133 - (09)130	<u>370</u>	Main Sewer Defect	Replace
Total	2,597		

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in mid May 1998.

<u>Major Tasks</u>	<u>Months from Notice to Proceed</u> <u>Phase I</u>
Sewer System Study	8

The ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he shall not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City and the ENGINEER may modify the project schedule during the course of the project and if such modifications affect the ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City and ENGINEER in writing.

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Basin 16 and Hyland Park Area
Sewer System Study

<u>Task Description</u>	<u>Unit Cost \$</u>	<u>Cost \$</u>
Part I. Sewer System Study		
A. Project Administration	LS	20,460
B. Flow Monitoring/Analysis	LS	17,400
C. Manhole Inspection (667 Manholes)	74.67/EA	49,805
D. Smoke Testing (125,000 LF)	0.37/LF	46,250
E. Dyed Water Testing (30 tests)	338.00/EA	10,140
F. Cleaning/TV Inspection (12,500 LF)	3.30/LF	41,250
G. Data Analysis and Report	LS	<u>25,310</u>
Subtotal, Part I		\$210,615
Part II. Basin 6-9 Evaluation		
A. Dyed Water Flooding (12 tests)	300/EA	3,600
B. Television Inspection Assistance (2,600 LF)	1.30/LF	3,380
C. Data Analysis	LS	<u>1,000</u>
Subtotal, Part II		<u>\$ 7,980</u>
Total Cost Not-to-Exceed		\$218,595

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of May 19, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve VA 98-3.00 Vacation (Keating Joint Venture) Submitted by Bill Keating on behalf of Keating Joint Venture for an ^{UTILITY EASEMENT} ~~alley way~~ located at Lots 14 and 15 Sunbridge Subdivision. This property is zoned R-O, Residential-Office. The request is to vacate an unused utility easement.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

The staff forwards Planning Commission recommendation for approval of VA 98-3.00 Vacation (Keating Joint Venture) on a unanimous vote 6-0-0.

Division Head

4.30.98

Date

Department Director

5-4-98

Date

Administrative Services Director

5-4-98

Date

Mayor

5/4/98

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#:

Orig Contract Date:

LEGAL DESCRIPTION FOR VA 98-3.00

Metes and bounds legal description for Vacation of 20 feet utility easement between Lots 14 and 15 of Sunbridge Center Subdivision.

A 20 foot strip of property being 10 feet each side of the property line between Lot 14 and Lot 15 LESS AND EXCEPT: A 25 foot easement on the North and a 20 foot easement on the South and being described as follows: Commencing at the Northeast Corner of Lot 15, thence South 25.00 feet to the point of beginning; thence East 10.00 feet, thence South 193.70 feet; thence North 84 degrees 07 minutes 52 seconds West 20.11 feet, thence North 191.65 feet, thence West 10.00 feet to the point of beginning.

Planning Commission Minutes
April 27, 1998
Page -7-

New Business:

VA 98-3.00: VACATION (KEATING JOINT VENTURE, PP 290)
LOTS 14 AND 15 SUNBRIDGE CENTER

Submitted by Bill Keating on behalf of Keating Joint Venture for an alley way located at Lots 14 and 15 of Sunbridge Subdivision. This property is zoned R-O, Residential-Office. The request is to vacate an unused utility easement.

Utility easement vacation as requested by Bill Keating on behalf of Keating Joint Venture for the 20 ft. utility easement located 10 feet each side of the lot line of lots 14 and 15 Sunbridge Center. The applicant has proposed three buildings on the two lots (LSD 98-9.00). The center building will be located over the lot line and the existing utility easement.

There are no known utilities located in the easement on the lot line (14/15). Vacating the proposed easement will not prevent utilities from serving the lots or adjacent properties. The proposed LSD has been reviewed at technical plat review on April 1, 1998. Further, the applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

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

City of Fayetteville:
Water/Sewer - no objections
Street Department - no objections
Solid Waste - no objections.

Staff's Recommendation:

Approval of the requested easement vacation.

Bill Keating appeared on behalf of the applicant.

Public comments:

None.

Discussion:

Forney moved to approve VA 98-3.00.

Mr. Reynolds seconded said motion.

Mr. Forney stated due to lack of objections of all utilities and city and staff's recommendation, this should pass without objection.

The roll was called and said motion carried with a vote of 6-0-0.

PC Meeting of 27 Apr 98

FAYETTEVILLE

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

Utility easement vacation
Lots 14/15 Sunbridge Center

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 20 April 98

Project: VAC 98.00-3.00: (PP 290) Utility easement vacation as requested by Bill Keating on behalf of Keating Joint Venture for the 20 ft. utility easement located 10 feet each side of the lot line of lots 14 and 15 Sunbridge Center. The applicant has proposed three buildings on the two lots (LSD 98-9.00). The center building will be located over the lot line and the existing utility easement.

There are no known utilities located in the easement on the lot line (14/15). Vacating the proposed easement will not prevent utilities from serving the lots or adjacent properties. The proposed LSD has been reviewed at technical plat review on April 1, 1998. Further, the applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

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SW Bell - no objections.
TCA Cable - no objections.

City of Fayetteville:
Water/Sewer - no objections.
Street Department - no objections.
Solid Waste - no objections.

Recommendation: Approval of the requested easement vacation.

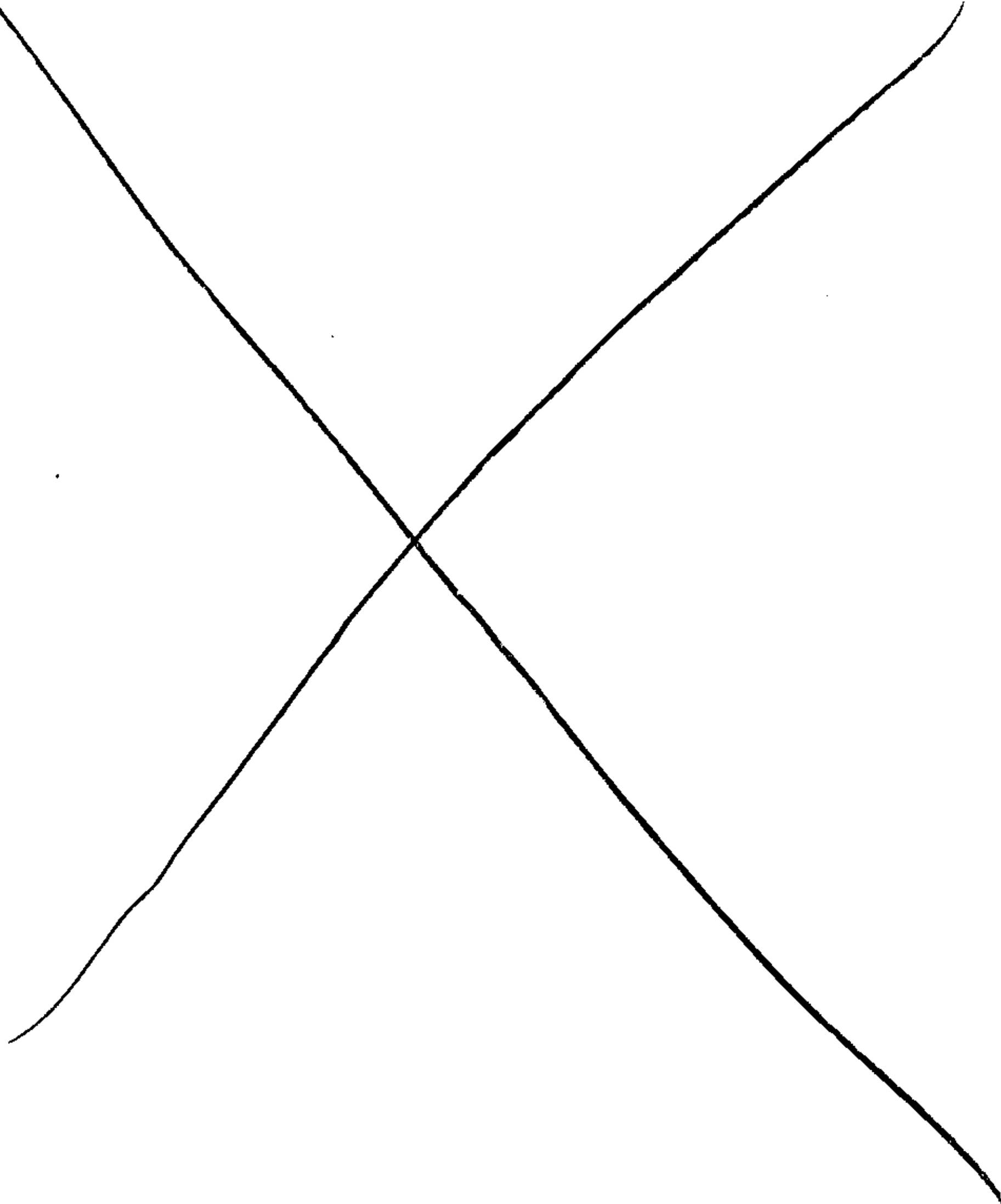
PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: ____/____/____

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

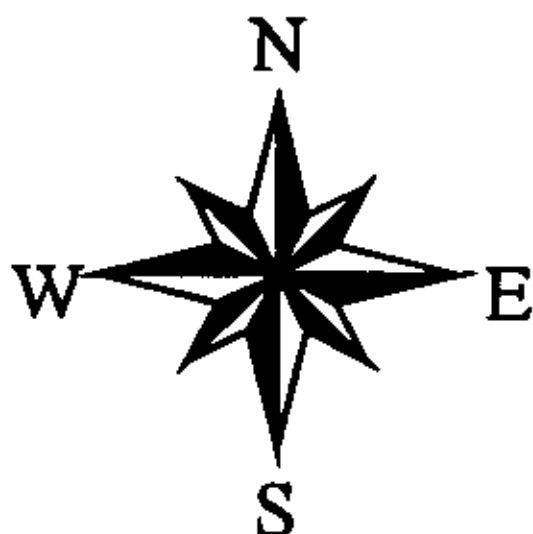


Comments:

CITY COUNCIL ACTION: yes **Required**
 Approved **Denied**

Date: / /

VA 98-3.00
III.A.06



40 0 40 80 Feet

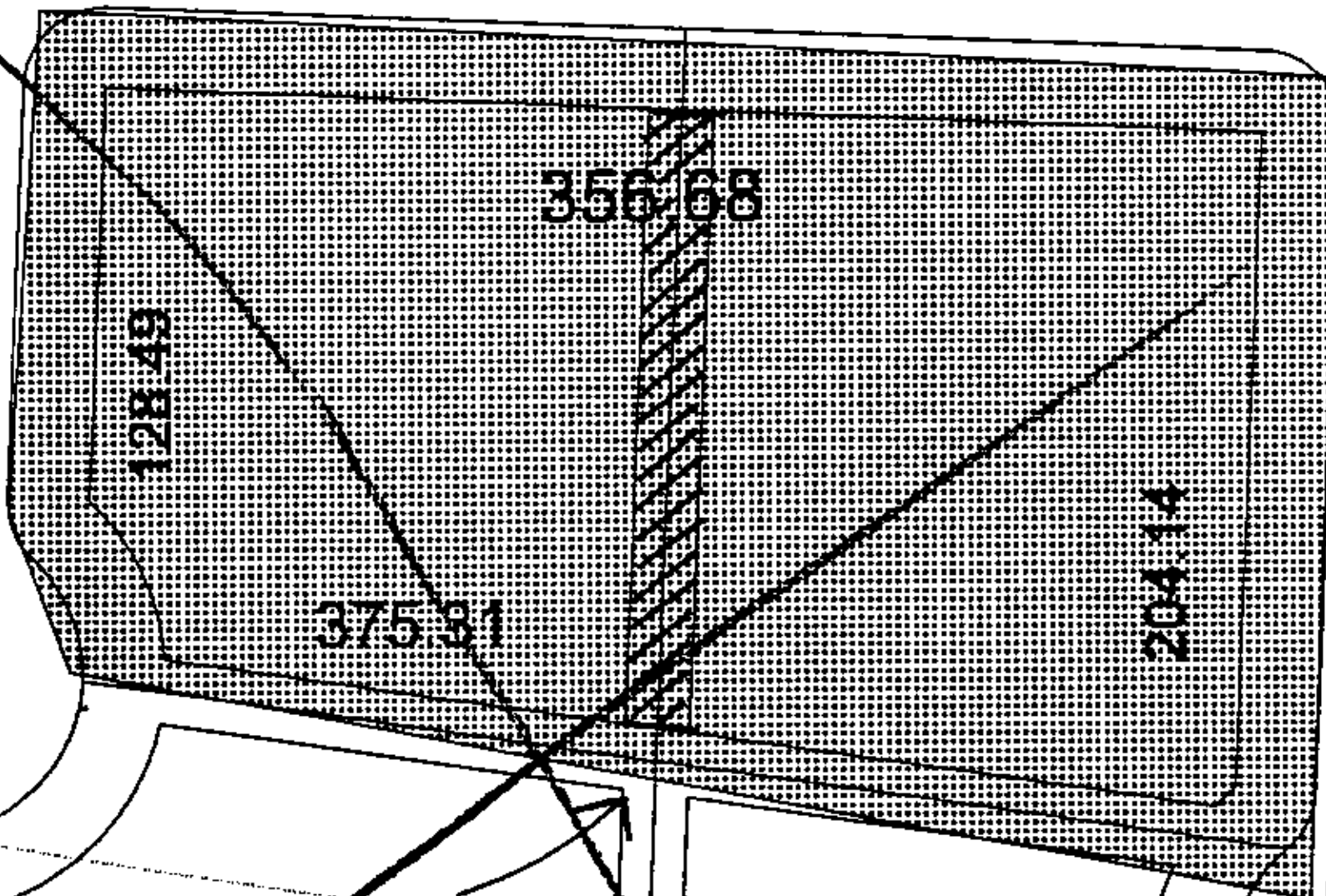
3.3

4/27/98 VA 98-3.00 Keating Vacation
at Lots 14 and 154 of Sunbridge Subdivision

SUNBRIDGE

HIRAM DAVIS

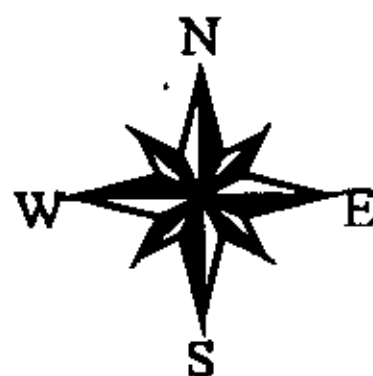
NEW SCHOOL



100 0 100 200 Feet

3.4

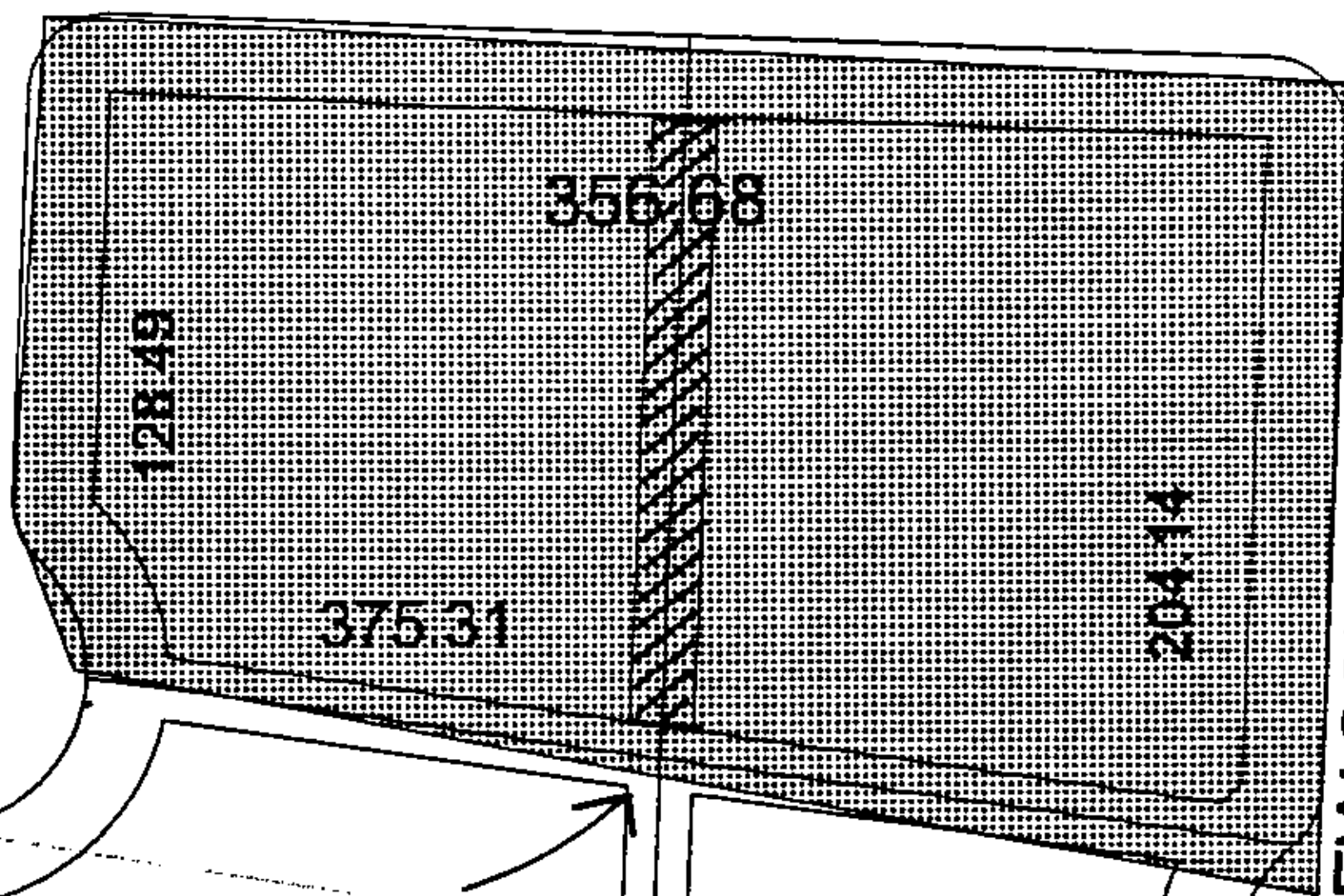
4/27/98VA 98-3.00 Keating Vacation
Lots 14 and 154 of Sunbridge Subdivision



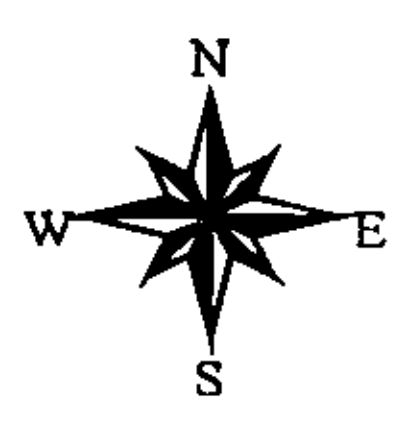
SUNBRIDGE

HIRAM DAVIS

NEW SCHOOL



20'
Utility
Easement



3.4

4/27/98VA 98-3.00 Keating Vacation
Lots 14 and 154 of Sunbridge Subdivision

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of May 19, 1998.

FROM:

Alett Little

Planning

Public Works

Name

Division

Department

ACTION REQUESTED:

To approve VA 98-4.00 Vacation (Joe Fennel) Submitted by Roger A. Boskus of Hiegel-Miller Architect on behalf of Joe Fennel for an alley located at 310 west Dickson Street. This property is zoned C-3, Central Commercial. The request is to vacate the alley subject to the entire remaining as a utility easement.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

The staff forwards Planning Commission recommendation for approval of VA 98-4.00 Vacation (Keating Joint Venture) on a unanimous vote 6-0-0.

Division Head

4/30/98
Date

Cross Reference

Department Director

5-4-98
Date

New Item: Yes No

Administrative Services
Director

Date

Prev Ord/Res#:

Mayor

5/4/98
Date

Orig Contract Date:

Planning Commission Minutes

April 27, 1998

Page -14-

VAC 98.00-4.00: ALLEY RIGHT-OF-WAY VACATION AS REQUESTED BY JOE FENNEL
310 WEST DICKSON

This request was presented by Joe Fennel for an existing alley way approximately 12 ft by 72.5 ft. located behind (north property line) of 310 West Dickson (pp 484). The existing alley runs west from Campbell Avenue.

Recommendation: Approval of the requested alley right-of-way vacation subject to the full described area being converted to utility easement as requested by the utility companies.

Staff Comments:

Mr. Beavers stated he spoke with various people in the area concerning drainage. He recommended in order to maintain drainage in the subject alley the easement would need to be a combination utility and drainage easement to provide access to the drainage structure under the existing alley.

The applicant stated their plan was to maintain an access easement for a neighbor which had been part of their condition of approval.

Ms. Little noted she had received the required proposed sublease from Joe Fennel to Joe Fennel which was a requirement to Page 7.8 pursuant to Hargis/Witt owners.

Public Comments:

Andrew Cozart, appeared on behalf of Nancy Lewis and Jim Hargis, and stated the sublease addressed the issue, and stated with the City maintaining the drainage concerns, this would alleviate any further concerns with his clients. He further stated there was some discussion between the landowners regarding access and the landowners are currently working on the solutions.

Mr. Fennel came before the Commission and stated regarding the utility and drainage issue had been addressed and are currently working with regard to service deliveries.

The file also contains correspondence from adjacent property owners. There is a request for an access easement to be provided to 316 and 318 west Dickson (Wyma Pearson).

The file also contains correspondence concerning a lease and sublease at 310 and 324 West Dickson concerning access to dumpsters and also parking.

Mr. Tucker moved to approve VAC 98-4.00 subject to property be converted to a utility and drainage easement and also staff comments.

Mr. Ward seconded said motion as stated.

The roll was called and said motion was approved with a vote of 6-0-0.

LEGAL DESCRIPTION FOR VA 98-4.00

Lot numbered Fourteen (14) and Ten (10) feet of equal and uniform width off the east side of lot numbered Thirteen (13) in Block numbered Six (6), in the County Court addition to the City of Fayetteville, Washington County, Arkansas, as designated upon the plat of said addition recorded in deed record volume 61 at pages 332-333 in the recorder's office of said county, LESS AND EXCEPT a strip twelve (12) feet by 72.5 feet in width off the north end thereof for alley.

PC Meeting of 27 Apr 98

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Alley ROW vacation
310 West Dickson

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 20 April 98

Project: VAC 98.00-4.00: Alley right-of-way vacation as requested by Joe Fennel for an existing alley way approximately 12 ft. by 25 ft. located behind (north property line) of 310 West Dickson (pp 484). The existing alley runs west from Campbell Avenue.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

SWEPCO - no objections (the form is marked "provided following described easements are retained...")

Arkansas Western Gas - no objections - "Retain the alley described as a utility easement."

SW Bell - no objections - "Providing the alley is converted to a utility easement."

TCA Cable - no objections.

City of Fayetteville:

Water/Sewer - no objections.

Street Department - no objections.

Solid Waste - no objections.

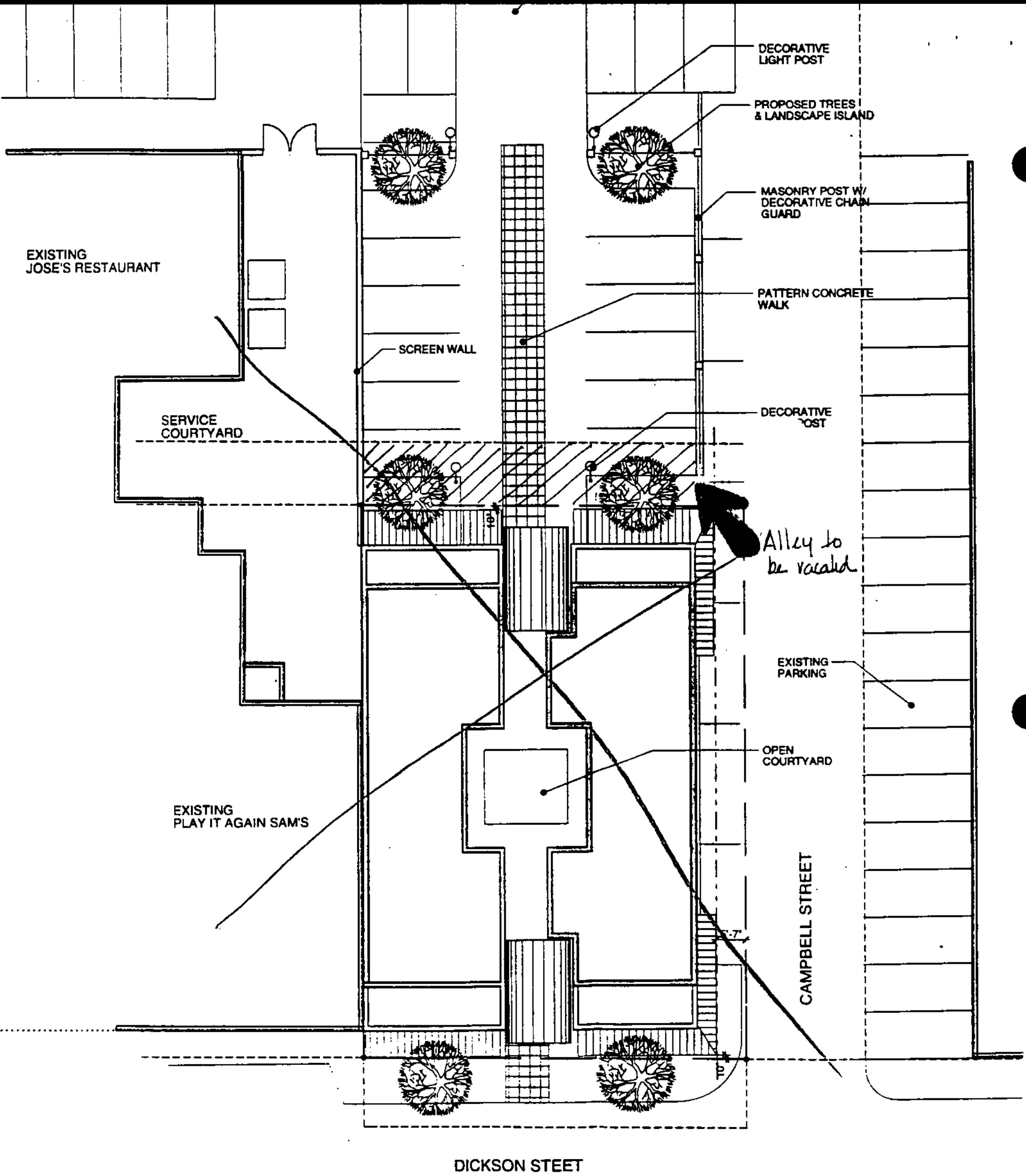
The file also contains correspondence from adjacent property owners. There is a request for an access easement to be provided to 316 and 318 west Dickson (Wyma Pearson).

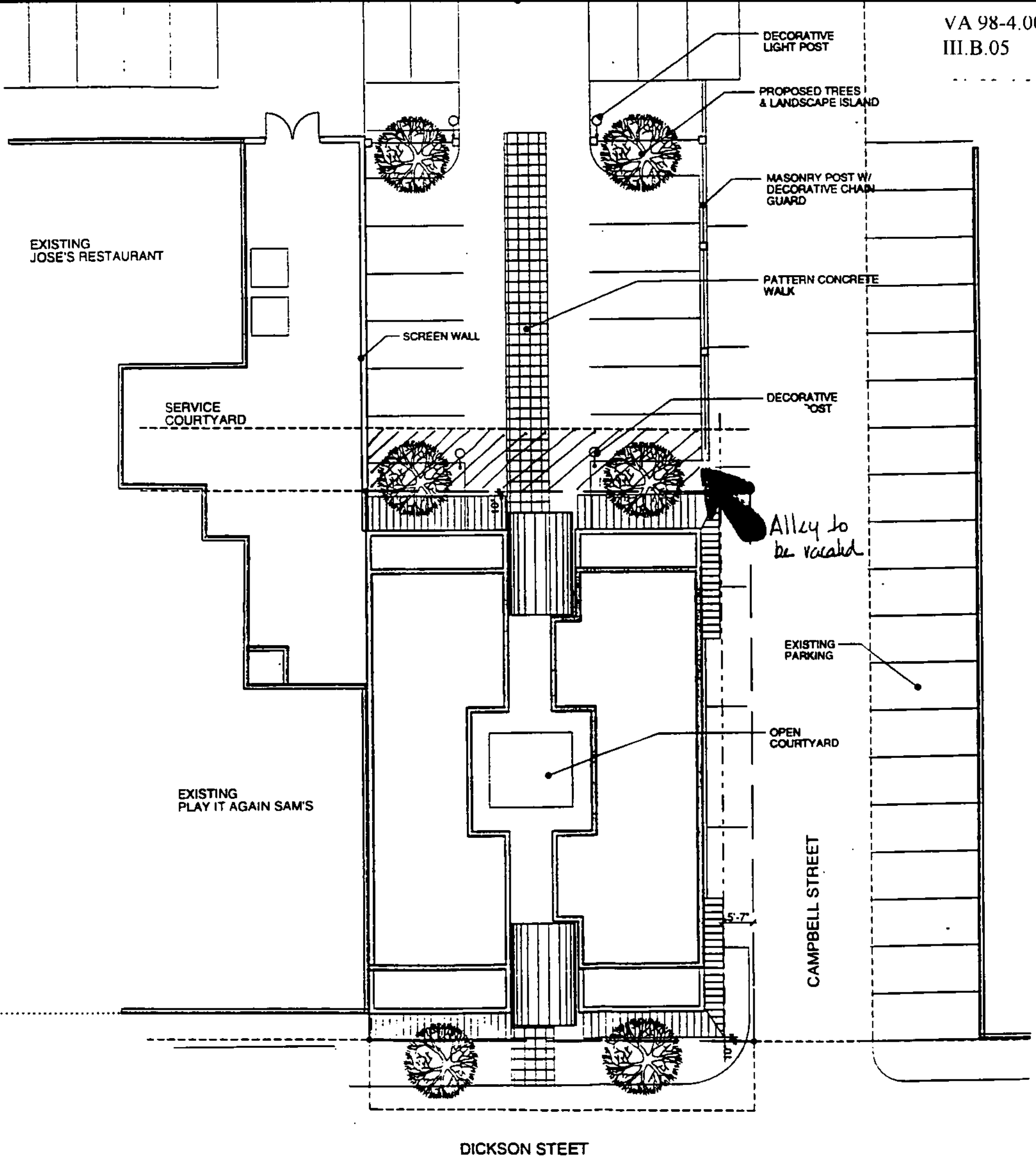
The file also contains correspondence concerning a lease and sublease at 310 and 324 West Dickson concerning access to dumpsters and also parking.

Recommendation: Approval of the requested alley right-of-way vacation subject to the full described area being converted to utility easement as requested by the utility companies.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: ____ / ____ / ____





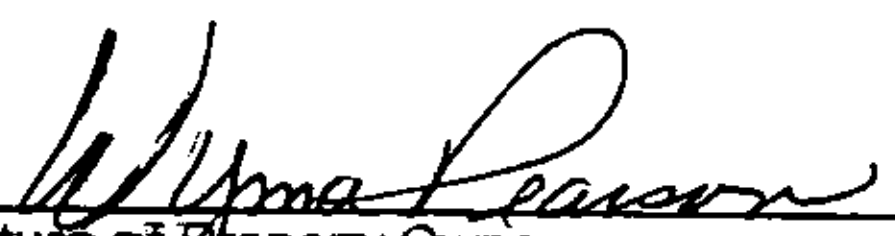
ADJACENT PROPERTY OWNER NOTIFICATION FORM
FOR ALLEY VACATIONDate: March 19, 1998 Address of vacation: 310 West Dickson StreetAdjacent ~~property~~ owner & address: 765-04379-000
Wyma Pearson
318 West Dickson

REQUESTED VACATION:

I have been notified of the petition to vacate the following alley described as follows:

☐ I do not object to the vacation discribed above.☒ I do object to the requested vacation because:

~~I most strongly object to the requested vacation of the subject alley. My property abuts the subject property on the west and is land locked. The subject alley is the only means of ingress and egress to the rear doors of the building situate on my property as well as to the patio area in the rear of my said building. All deliveries to my said building are made through subject alley. Also, customers parking in the municipal parking lot to the north of my property enter through the rear of the building via subject alley.~~


Signature of Property OwnerProperty Owner/Mailing Address: Wyma Pearson
36 E. Center
Fayetteville AR 72703



Wyma Pearson
36 East Center
Fayetteville, Ark 72701

March 30, 1998

Dear Wyma,

This letter comes as a response to the concerns you and your representatives have expressed over the proposed easement/alley vacation for said property abutting the real estate of 310 West Dickson St. The legal description is stated on the petition to vacate the alley abutting the described property at 310 West Dickson St.

As the representative for the property owners at 310 West Dickson St. I grant you a twelve foot access easement. This access should allow for customer throughfare and deliveries to your property (314 West Dickson St.) across the proposed vacated alley, which is situated on the north side of property at 310 W. Dickson St.

Upon closing of said alley this document becomes a legal and binding contract between the owners of the property at 310 W. Dickson St. and Wyma Pearson the owner of said property located at 314 W. Dickson, for a 12 foot access easement across the vacated alley and our property at 310 W. Dickson St.

I hope this letter eliminates your concerns for the vacationing of the alley and represents our willingness to be a good neighbor.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Fennel", written over a horizontal line.

Joe Fennel

324 West Dickson, Fayetteville, AR 72701

Phone 521.0194 Fax 521.0337

4/27/98 VA 98-400 Joe Fennel
Alley Vacated at 310 West Dickson Street

A large, stylized handwritten flourish or signature in dark ink, located at the bottom right of the page.



Wyma Pearson
36 East Center
Fayetteville, Ark 72701

March 30, 1998

Dear Wyma,

This letter comes as a response to the concerns you and your representatives have expressed over the proposed easement/alley vacation for said property abutting the real estate of 310 West Dickson St. The legal description is stated on the petition to vacate the alley abutting the described property at 310 West Dickson St.

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Joe Fennel

324 West Dickson, Fayetteville, AR 72701

Phone 521.0194 Fax 521.0337

4/27/98 VA 98-4.00 Joe Fennel
Alleyway Located at 310 West Dickson Street

A large, stylized handwritten flourish or signature in black ink, located at the bottom right of the page.

VA 98-4.00

III.B.08

PEARSON PROPERTIES

36 EAST CENTER

FAYETTEVILLE, AR 72701

(501) 521-2252

Commercial and Residential

Apartment Rental

Joseph & Jean Ann Fennel

1655 N. Woolsey

Fayetteville, AR 72703

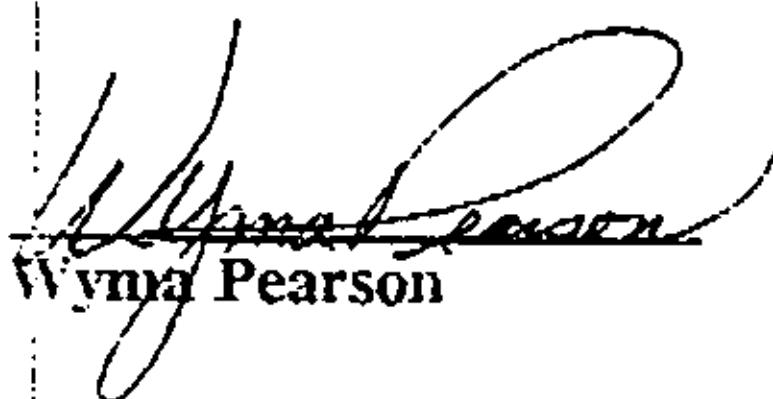
Dear Mr. & Mrs. Fennel:

I have received your letter of March 30, 1998, setting forth your agreement to grant an access easement 12 feet in width along the alley to be vacated and across your property at 310 W. Dickson Street in order to provide ingress and egress for customers and deliveries to our property at 316 and 318 W. Dickson Street (referred to as 314 W. Dickson Street in your letter).

In response to your letter and in consideration for a permanent easement to be granted as set forth therein, please accept this letter as withdrawal of my objection to vacation of the subject alley. The said objection was set forth in my letter to you of March 19, 1998.

With all best regards and good wishes.

Sincerely,



Wynna Pearson

CLIFTON WADE*
A. D. McALLISTER
LYNN F. WADE

LAW OFFICES
McALLISTER & WADE
A PROFESSIONAL LIMITED COMPANY

STEVEN D. GUNDERSON
ANDREW C. COZART

*FOUNDING PARTNER (1910-1974)

20 EAST CENTER STREET
P.O. BOX 1000
FAYETTEVILLE, ARKANSAS 72702-1000
TELEPHONE 501-521-1411
TELEFAX 501-521-8862

WRITER'S DIRECT DIAL
(501) 521-6966

March 20, 1998

Mr. & Mrs. Joseph J. Fennel
324 West Dickson St.
Fayetteville, AR 72701

RE: Proposed parking agreement & alley vacation

Dear Mr. & Mrs. Fennel:

I am writing on behalf of James M. Hargis and Nancy Witt Lewis, as owners of the adjacent property to your property, 310 W. Dickson Street. They have asked me to review the documents delivered to them by your representative.

Upon reviewing the proposed documents, I have several concerns about my clients entering into the shared parking agreement and consenting to the vacation of the alley. Primarily, my concern is what the long term consequences will be for my clients' use of their property. Based upon our discussions, my clients are not willing to sign the parking agreement nor waive their objection to the vacation of the alley.

In an effort to try to accommodate your needs, my clients are willing to try to develop an alternate arrangement whereby you sublease the areas needed for parking for your building from Jose's, Inc.. Any sublease, however, would be tied to Jose's lease with my clients.

If you have further information that would shed light on this situation so that I can advise my clients as to the affect on the future use of their property, I certainly am open to listening to you or your representatives. In the meantime, other arrangements will have to be made. I appreciate your time with this matter. If you have any questions, by all means give me a call.

Sincerely,

McALLISTER & WADE, P.L.C.


Andrew C. Cozart
ACC/wt

cc: James M. Hargis and Nancy Witt Lewis

CLIFTON WADE*
A. D. McALLISTER
LYNN F. WADE

LAW OFFICES
McALLISTER & WADE
A PROFESSIONAL LIMITED COMPANY

STEVEN D. GUNDERSON
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WRITER'S DIRECT DIAL
(501) 521-6966
March 20, 1998

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324 West Dickson St.
Fayetteville, AR 72701

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Sincerely,

McALLISTER & WADE, P.L.C.



Andrew C. Cozart

ACC/wt

cc: James M. Hargis and Nancy Witt Lewis

James M. Hargis
Nancy Witt Lewis
1204 S. School St.
Fayetteville, Ark 72701

March 30, 1998

Dear Jim and Nancy,

I am writing this letter in reference to the concerns you have expressed about our proposed shared parking agreement. The properties concerned are the property we own at 310 West Dickson St. and the property Jose, Inc. leases from you at 324 West Dickson St.

My proposal is this:

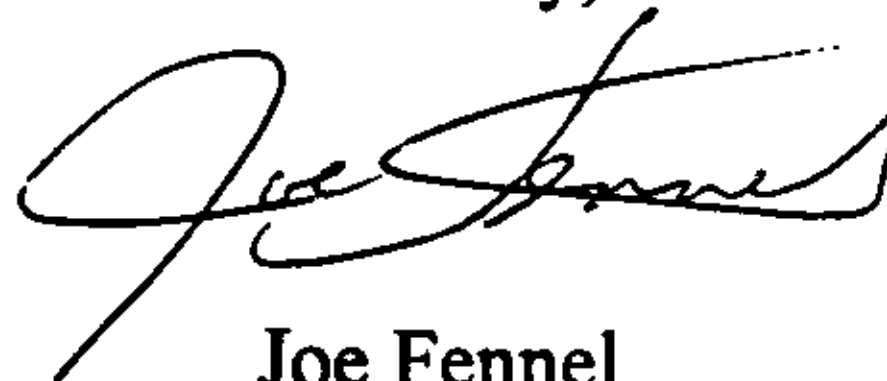
A. The piece of property (324 W. Dickson St.) that Jose, Inc. leases from you be sublet to the owners of the property (310 W. Dickson St.) which is owned by Joe and Jean Ann Fennel, for the fee of \$1.00 per year.

B. This sublease is based on the original terms of the lease between Jose, Inc. and Hargis and Witt, Etal.

C. This sublease is legal and binding as long as Jose, Inc. continues to honor the original lease contract that is binding for said premises.

I hope the conditions sbove satisfy the concerns expressed in the letter we received from Mr. Andrew Cozart, your legal represenative.

Sincerely,



Joe Fennel

CLIFTON WADE*
A. D. McALLISTER
LYNN F. WADE

LAW OFFICES
McALLISTER & WADE
A PROFESSIONAL LIMITED COMPANY

STEVEN D. GUNDERSON
ANDREW C. COZART

*FOUNDING PARTNER (1910-1974)

20 EAST CENTER STREET
P.O. BOX 1000
FAYETTEVILLE, ARKANSAS 72702-1000
TELEPHONE 501-521-1411
TELEFAX 501-521-8862

WRITER'S DIRECT DIAL
(501) 521-6966

April 2, 1998

Mr. Joe Fennel
Jose's, Inc.
324 West Dickson St.
Fayetteville, AR 72701

RE: Proposed sublease

Dear Joe:

I am writing in response to your letter dated March 30, 1998 to James M. Hargis and Nancy Witt Lewis regarding the Dickson Street Properties. My clients are certainly willing to consent to a sublease of the property you are leasing to the property you own at 310 West Dickson Street. We would like, however, for you to prepare a formal sublease between Jose's Inc., as the sublessor and you all as the sublessees. Specifically, we would like this sublease to define the exact property that is being sublet along with defining the uses for such property. I believe if you could put together a simple sublease that would address these matters, my clients would be willing to consent to such document.

We would also like you to outline the relationship between all the properties, including Mr. Pearson's property, with regard to access to the properties to get to the dumpsters. Once these matters are more fully defined, I am sure we can get this worked out quickly. In the meantime, if you have other questions, please do not hesitate to give me a call.

Sincerely,

McALLISTER & WADE, P.L.C.


Andrew C. Cozart

ACC/kr
Enclosure

Owners
have
not
consented
as of
4.23.98.
Sublease (or
copy) has not
been presented
to Planning
Office.

CLIFTON WADE*
A. D. McALLISTER
LYNN F. WADE

LAW OFFICES
McALLISTER & WADE
A PROFESSIONAL LIMITED COMPANY

STEVEN D. GUNDERSON
ANDREW C. COZART

*FOUNDING PARTNER (1910-1974)

20 EAST CENTER STREET
P.O. Box 1000
FAYETTEVILLE, ARKANSAS 72702-1000
TELEPHONE 501-521-1411
TELEFAX 501-521-8862
WRITER'S DIRECT DIAL
(501) 521-6966
April 2, 1998

Mr. Joe Fennel
Jose's, Inc.
324 West Dickson St.
Fayetteville, AR 72701

RE: Proposed sublease

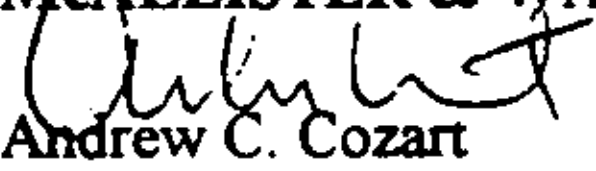
Dear Joe:

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Sincerely,

McALLISTER & WADE, P.L.C.


Andrew C. Cozart

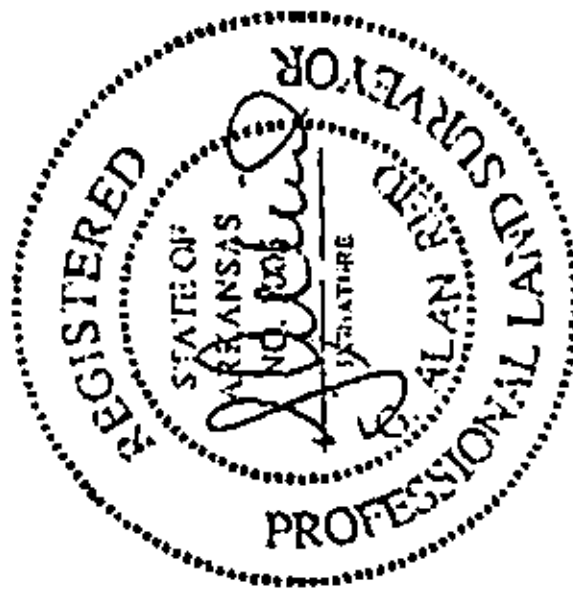
ACC/kr
Enclosure

Owners
have
not
consented
as of
4.23.98.
Sublease (or
copy) has not
been presented
to Planning
Office.

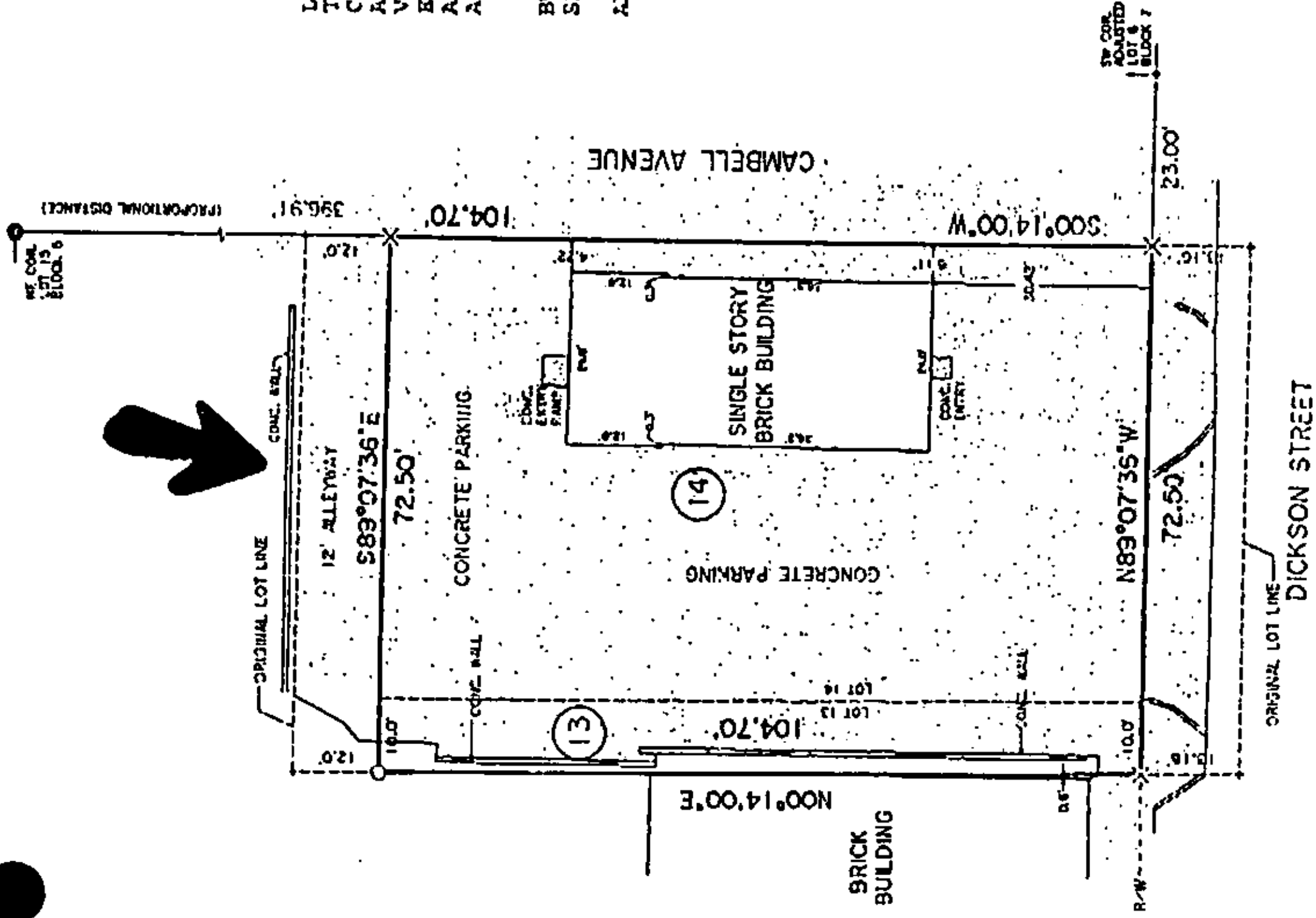
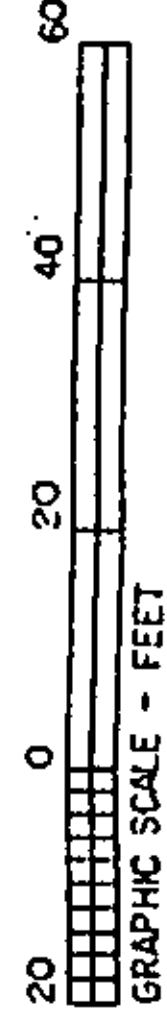


LOT NUMBERED FOURTEEN (14) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE OF LOT NUMBERED THIRTEEN (13) IN BLOCK NUMBERED SIX (6), IN THE COUNTY COURT ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS DESIGNATED UPON THE PLAT OF SAID ADDITION RECORDED IN DEED RECORD VOLUME 61 AT PAGES 332-333 IN THE RECORDER'S OFFICE OF SAID COUNTY, LESS AND EXCEPT A STRIP TWELVE (12) FEET IN WIDTH OFF THE NORTH END THEREOF, FOR ALLEY AND A STRIP THIRTEEN (13) FEET AND TWO (2) INCHES WIDE OF THE SOUTH END THEREOF AS NOW EMBRACED IN DICKSON STREET.

BUYER: JOSE, INC.
 SELLER: EDNA PAULINE WHEELER REVOCABLE LIVING TRUST
 ADDRESS: 310 WEST DICKSON STREET
 FAYETTEVILLE, ARKANSAS



LEGEND	
X	CHISELED "X"
O	SET IRON PIN
●	FOUND IRON PIN
+	COMPUTED CORNER



NRA		Alan Reid		BRONSON ABSTRACT	
118 S. COLLEGE AVE.		B ASSOCIATES		FAYETTEVILLE	
FAYETTEVILLE, AR 72701		PROFESSIONAL		WASHINGTON	
501 444 8784		LAND		DATE	
FOR 444 0964		SURVEYORS		5-23-97	
				JOB NO.	
				1"=20'	
				97169	

WATSON

4 15 04862

5B

CAMPBELL

ROLLSTON

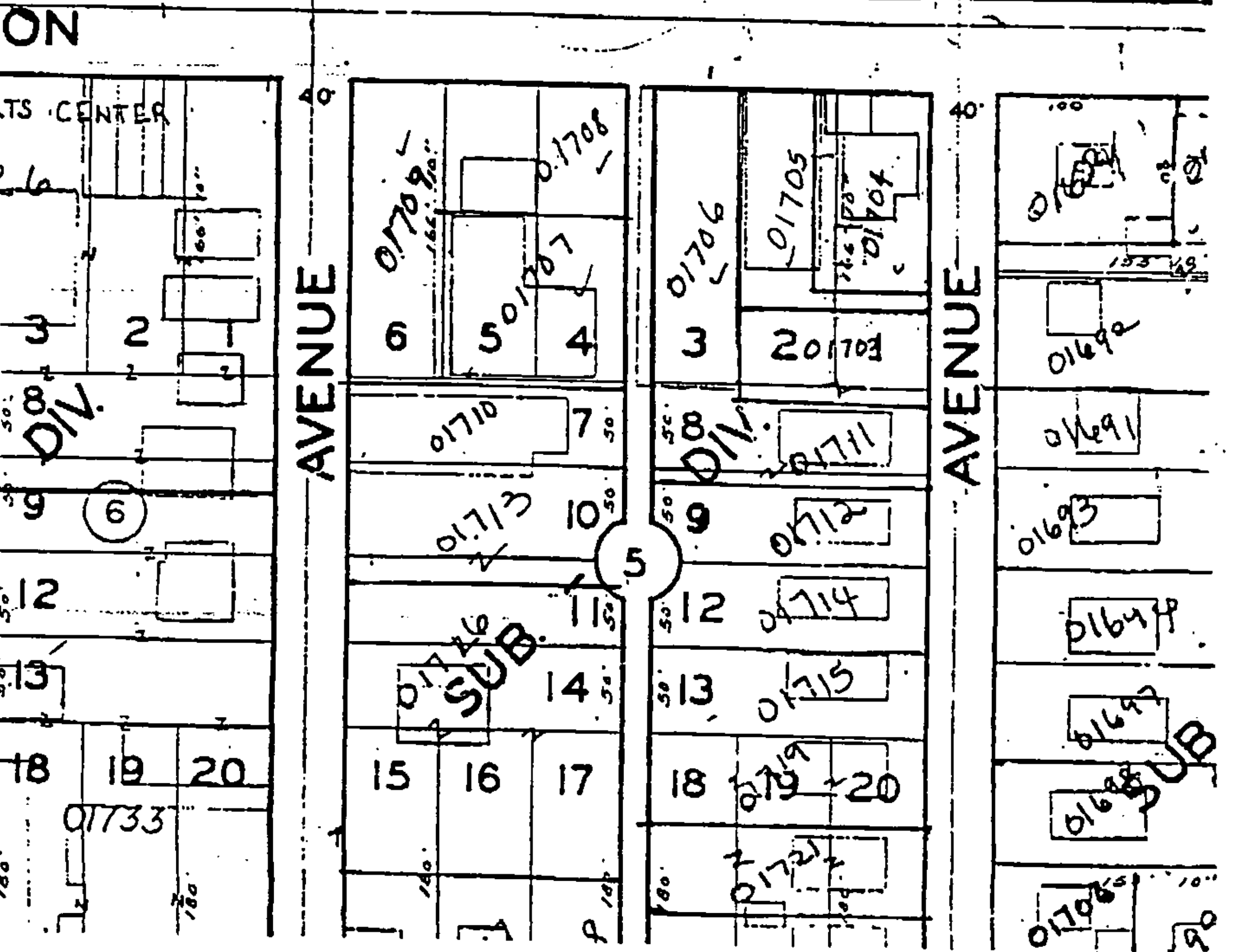
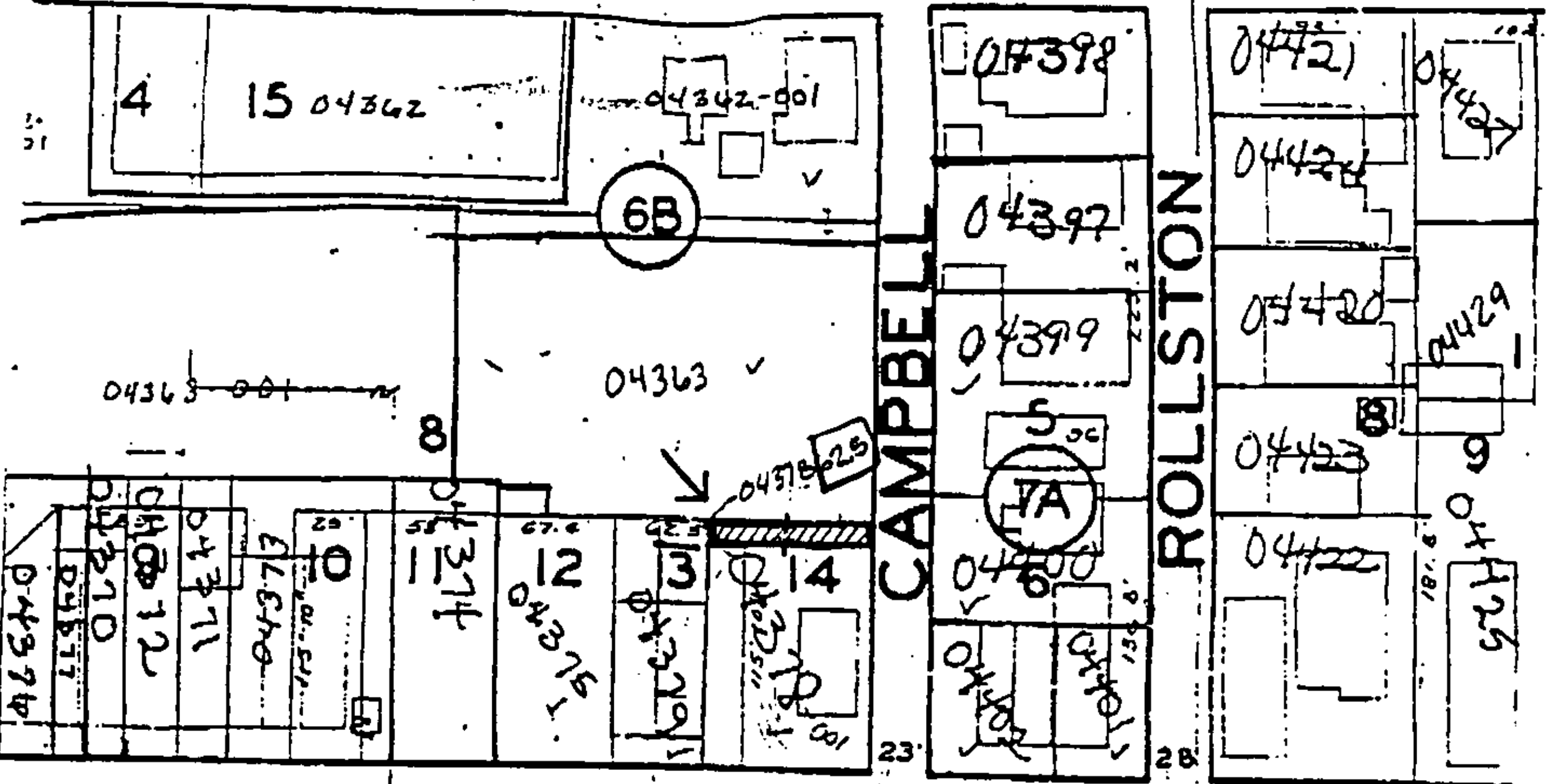
AVENUE

AVENUE

7.10

4/27/98 4/27/98 4.00 Joe Fennel
Alley Way Located at 310 West Dickson Street

WATSON



VA 98-4.00

III.B.14

15

6B

7A

5

6

DEED

11

12

13

14

DICKSON

CAMPBELL

ROLLSTON

N

50 0 50 100 Feet
7.11 4/27/98 VA 98-4.00 Joe Pennel

Alley Way Located at 310 West Dickson Street

FAYETTEVILLE

Planning Commission Minutes
March 23, 1998
Page 4

AD98-6.00: PARKING WAIVER (JOE FENNEL)
310 WEST DICKSON STREET

Submitted by Roger Boskus of Heigel-Miller Architects on behalf of the applicant for property located at 310 West Dickson Street. The property is zoned C-3, Central Commercial and contains approximately 0.17 acres. The request is for a waiver of the required number of parking spaces. The applicant proposes some shared parking.

Staff Recommendation:

Consideration of this project based on staff findings. If the Planning Commission chooses to approve this project, staff recommends approval subject to conditions of approval.

- ☐ Ms. Little noted that per Item 8 the required variance had been granted and staff had already received a signed condition of agreement for Item 5. Ms. Little referred to page 2.8 which reflected a parking arrangement currently existed and had received information dealing with the bare parking.
- ☐ Ms. Little further noted the developer had presented her with a letter from Carl Collier with the Dickson Street Improvement District dated March 23, 1998, and from Laleh Amirmoez, Chairman of the Downtown-Dickson Enhancement Project dated March 23, 1998. Both letters indicated their approval of this parking waiver. Said letters are incorporated herein as Exhibits A and B respectively.

Roger Boskus, of Heigel-Miller Architects, appeared before the commission representing the applicant, Joe Fennel. He stated he had received a letter from Andrew Cozart of McAllister & Wade, Attorneys at Law, representing James Hargis and Nancy Lewis, which outlined some of the concerns of Hargis and Lewis. Mr. Boskus further stated he and the applicant would work with the attorney and his clients to address their concerns.

Mr. Boskus outlined the project and referenced Item No. 4 regarding the alley. He stated the applications had been filed and plans were to vacate the alleys. The intent of the project was to improve the back of Jose's and create a screened common area for trash, and possibly function as an outside court for Play it Again Sam.

There were no public comments.

In response to Mr. Tucker's inquiry, Mr. Boskus showed the sketch reflecting where the sidewalk would connect to the parking behind Dickson Street. The intention there was to provide a pedestrian sidewalk through the development to Dickson Street. Mr. Boskus stated the sidewalk would extend across the property which is what the lease agreement referred to. Mr. Boskus further referred to the model which indicates a parking courtyard would cross through to Dickson Street. He further stated the proposal would include creation of a curb cut to allow easier access from the city lot.

- ☐ Ms. Johnson noted that the commission was dealing with a parking waiver, but the project contains more and looks like more like a project. She recommended in light of the March 20 letter which was just received this be tabled until the requirements have been met.
- ☐ Ms. Little noted there were three conditions under which the commission may consider a parking waiver: 1) Shared parking facilities are available; 2) The proposed use would not generate as much parking as required under the existing standards; 3) That on-street parking can satisfy intermittent and occasional demands.
- ☐ Ms. Johnson stated those particular parking spaces at Subdivision Committee were told would be dedicated to the residences in the building.

- Mr. Watkins commented about the 34 required spaces and according to the staff's calculations would provide 38 parking spaces, including the 6 spaces which were shared. He noted there would be a shortfall of 2 parking spaces, therefore, this would not be a serious parking deficit and noted the two spaces could be waived without holding up the project.

Mr. Fennel wanted to address Ms. Johnson's inquiry concerning the letter and stated he spoke with Ms. Lewis' husband, and their concern was there was no formal agreement. He stated he had been renting the parking lot for 18 years and what Mr. Lewis requested was a letter in the file stating this project was going to pay Mr. Fennel a sublease for those lots.

- Ms. Hoffman inquired staff concerning recommendation of 7 spaces be placed parallel on Campbell and noted there were only 2 cars indicated on the site plan.

Mr. Boskus indicated on the drawing where the parking spaces were to the commission.

- Ms. Hoffman noted if those 7 spaces were available and useable would this also tie in with the sidewalk waiver, if cars parked up directly to the building and stated her concern was people traveling through the center of the project would need to climb over a chain.

Mr. Boskus stated this was incorrect. The parking would be completely handicap-accessible from the northern parking lots.

- Mr. Tucker wanted to ensure staff had a map from UBC identifying the spaces, which was identified on page 2.9.

There was some discussion between staff and the commission concerning the number of parking spaces that UBC had allotted to various other parties and how many spaces were available. After review, it was decided there were enough parking spaces allotted for this project. It was mentioned for the future, information be provided to the Planning Commission for shared parking proposals with UBC.

- Ms. Johnson stated she would like to see more parking information and parking studies for planning purposes for an eventual parking garage along Dickson Street.
- Ms. Little addressed Mr. Forney's concerns about 12 parking spaces as opposed to 6, and noted 6 are being lost on the lot currently leased by Lewis and Hargis ownership.
- Mr. Reynolds noted he would abstain from voting on this project due to the reason he owned property in the immediate area, but wanted to state if we continue to use UBC parking area, then those businesses on UBC need to put up more lights and make those lots pedestrian for the future.

MOTION

Ms. Hoffman moved to approve the parking variance as written.

Mr. Tucker seconded the motion.

Ms. Hoffman inquired about Paragraph 4 which dealt with the alley vacation, and whether Paragraph 4 would be excluded from the motion.

Mr. Odom stated the motion would be subject to Paragraph 4.

Planning Commission Minutes
March 23, 1998
Page 5

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Planning Commission Minutes
March 23, 1998
Page 6

- Ms. Little responded to the question whether the commission would see this project as a part of a large scale development, and stated it would not.
- Ms. Little inquired if the motion was seconded, would it be dependent upon the receiving the agreement for shared parking, and it was noted staff would still need to meet this requirement.

Mr. Tucker stated the motion would be subject to the alley vacation at a later date.

The roll call was given and said motion carried with a vote of 7-1-1, Mr. Estes voted nay, and Mr. Reynolds abstained.

Orig Contract Date:

DEPARTMENTAL CORRESPONDENCE

TO: Kevin Crosson, Public Works Director 
FROM:  Connie Edmonston, Parks and Recreation Superintendent
DATE: May 4, 1998
SUBJECT: Award of Construction Contract for the Girls Softball Complex

The Parks and Recreation Division requests approval of a construction contract with the low bidder Heckathorn Construction for the Girls Softball Complex located adjacent to Holcomb Elementary School. Phase II development will consist of earthwork, grass sprigs, irrigation, drainage and fencing of four fields; placing water and electric lines underground; and construction of dugouts and drinking fountains. The construction costs are \$537,804. In addition, we also request a project contingency amount of \$35,000 making the total request of \$572,804. This is within the total project budget of \$710,448 for engineering and construction. Funds are available through HMR Tax \$667,988 and Green Space Funds \$42,460. Remaining funds will be used in Phase III to complete the Girls Softball Complex.

SOFTBALL COMPLEX
III.C.03

PROJECT: Crystal Springs Softball Fields - Phase II - #98093

BID TABULATION

James C. Thibault, P.E.

BID DATE: Wednesday, April 29, 1998 @ 4:00 PM

GENERAL CONTRACTORS		Meekathorn Construction	Marinoni Construction	Red Deer Construction	
Base Bid	\$537,804.00	\$588,500.00	\$558,900.00		
Contractor's License No.	23780499	33500498	45250498		
Bid Security	Yes	Yes	Yes		
Alternate Bid No. 1 - Deduct	-\$11,700.00	-\$11,689.00	-\$12,450.00		
Alternate Bid No. 2 - Deduct	-\$33,500.00	-\$33,079.00	-\$38,000.00		
Amount Incl. In base bid for trenching safety provisions	\$1,000.00	\$100.00	None		
Cost per C.Y. additional excavation not indicated on Bid Documents	\$5.50	\$3.00	\$6.00		
Unit Price for clay-gravel structural fill - Add	\$9.00	\$7.00	\$8.25		
Unit Price for clay-gravel structural fill - Deduct	\$8.00	\$6.00	\$5.00		
Unit Price for On-Site Fill - Add	\$6.50	\$7.00	\$8.00		
Unit Price for On-Site Fill - Deduct	\$4.50	\$6.00	\$6.00		
Subcontractor: Plumbing Work	Johnson Mechanical	Johnson Mechanical	Triple H		
License No.	004651098	004651098	0011870299		
Subcontractor: Mechanical Work	None	Johnson Mechanical	Northwest Electric		
License No.		004651098	0020830399		
Subcontractor: Electrical Work	7-12 Electric	Northwest Electric	Northwest Electric		
License No.	0046870498	0020830399	0020830399		
Subcontractor: Roofing / Sheet Metal	Meekathorn-Singles NWA Sheet Metal	NWA Sheet Metal	RPD Quality		
License No.	0014450299	0014450299	0060970399		
Addendum #1 Received Yes / No	Yes	Yes	Yes		
Consecutive Days for Completion	150	120	140		



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted
in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Fourth day of May in the year of
Nineteen Hundred and Ninety Eight.

BETWEEN the Owner: City of Fayetteville
(Name and address) 113 West Mountain Street
Fayetteville, Arkansas 72701

and the Contractor: Heckathorn Construction Company, Inc.
(Name and address) 1880 Birch Avenue
Fayetteville, Arkansas 72703

The Project is: Crystal Springs Softball Fields, Phase II
(Name and location) South Salem Road
Fayetteville, Arkansas

The Architect is: Perry L. Butcher & Associates, Architects
(Name and address) P.O. Box 2076
Rogers, Arkansas 72756-2076

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977. ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a notice to proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

150 consecutive calendar days after date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

The Contractor and his sureties shall be liable for and shall pay to the Owner the sum of one hundred dollars (\$100.00) per day for each calendar day of delay beyond the date of substantial completion, until such project be completed or accepted by the Owner, provided however, that such damages are not assessed against such days as provided under time extensions.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Five Hundred Thirty Seven Thousand Eight Hundred and Four Dollars (\$ 537,804.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

No alternates accepted.

4.3 Unit prices, if any, are as follows:

UNIT PRICES FOR ADDITIONAL EXCAVATION

It is assumed that Phase I earthwork addressed all areas of poor soil requiring excavation. However, if directed by the Architect and Soils Engineer, add Five Dollars and Fifty Cents Dollars (\$5.50) for each cubic yard of additional excavation not indicated on the bid documents.

UNIT PRICES FOR CLAY-GRAVEL STRUCTURAL FILL

Where quantity of clay-gravel structural fill required is more than indicated on the bid documents, as certified by the Architect and Soils Engineer, add Nine Dollars (\$9.00) for each cubic yard of additional fill required.

Where quantity of clay-gravel structural fill required is less than indicated on the bid documents, as certified by the Architect and Soils Engineer, deduct Eight Dollars (\$8.00) for each cubic yard of fill not required.

UNIT PRICES FOR ON-SITE FILL

Where quantity of fill required from on-site berms is more than indicated on the bid documents, as certified by the Architect and Soils Engineer, add Six Dollars and Fifty Cents Dollars (\$6.50) for each cubic yard of additional fill required.

Where quantity of fill required from on-site berms is less than indicated on the bid documents, as certified by the Architect and Soils Engineer, deduct Four Dollars and Fifty Cents Dollars (\$4.50) for each cubic yard of fill not required.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

* 7 calendar days for Architectural Review plus Owner's next regularly scheduled purchase order processing period.

5.3 Provided an Application for Payment is received by the Architect not later than the Last day of a month, the Owner shall make payment to the Contractor not later than the * day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than * days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety Five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon fifty percent (50% completion of the contract, no further retainage will be withheld from monthly payments. Retainage shall be held in escrow per Arkansas Statute 22-9-604.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 16, 1998, and are as follows:

Document	Title	Pages
See Attachment "A"		

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows.

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
See Attachment "A"		

SOFTBALL COMPLEX
III.C.10

9.1.5 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number

Title

Date March 16, 1998

See Attachment "B"

9.1.6 The addenda, if any, are as follows:

Number

Date

Pages

1

April 21, 1998

4

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

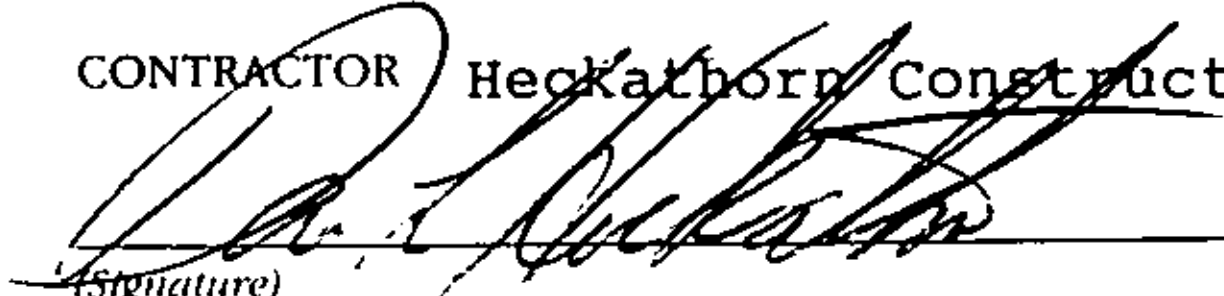
OWNER City of Fayetteville

(Signature)

Fred Hanna, Mayor

(Printed name and title)

CONTRACTOR Heckathorn Construction Co., Inc.


(Signature)

Don L. Heckathorn, President

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CRYSTAL SPRINGS SOFTBALL FIELDS

TABLE OF CONTENTS

Attachment "A"

<u>SECTION</u>	<u>TITLE</u>
00010	Invitation to Bidders
00100	Instructions to Bidders
00200	Information Available to Bidders
00300	Proposal
00400	Conditions of the Contract
00800	Supplementary Conditions
00830	Wage Rates
00860	List of Drawings
 <u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
01020	Allowances
01030	Alternates
01340	Submittals
01500	Temporary Facilities
01700	Project Closeout
 <u>DIVISION 2 - SITEWORK</u>	
02100	Site Preparation
02200	Earthwork
02222	Excavating, Backfilling and Compacting for Utilities
02282	Termite Control
02511	Asphaltic Concrete Pavement
02580	Pavement Markings
02831	Chain Link Fences and Gates
02930	Lawns and Grasses
 <u>DIVISION 3 - CONCRETE</u>	
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03600	Grout
 <u>DIVISION 4 - MASONRY</u>	
04100	Mortar
04150	Masonry Accessories
04220	Concrete Unit Masonry

DIVISION 5 - METALS

N/A

DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry
06192 Prefabricated Wood Trusses

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07900 Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08111 Standard Steel Doors and Frames
08710 Finish Hardware

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALTIES

N/A

DIVISION 11 - EQUIPMENT

N/A

DIVISION 12 - FURNISHINGS

N/A

DIVISION 13 - SPECIAL CONSTRUCTION

13125 Bleachers

DIVISION 14 - CONVEYING SYSTEMS

N/A

DIVISION 15 - MECHANICAL

15010 Basic Mechanical Materials and Methods
15400 Plumbing Systems

DIVISION 16 - ELECTRICAL

16050	Basic Electrical Materials and Methods
16112	Conduit Systems
16120	Wire and Cables
16140	Wiring Devices
16400	Service and Distribution
16450	Grounding
16470	Panelboards
16510	Lighting Fixtures

SECTION 00860

LIST OF DRAWINGS

Attachment "B"

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. List of drawings which are included as part of the contract documents:

SHEET NUMBER

DESCRIPTION

—

Cover Sheet

Civil

C1

Site Plan

C2

Partial site Plan, Dirt Plan

C3

Site Details

C4

Site Grading Plan

C5

Sub-draingae Plan

C6

Drainage Details

Architectural

A1

Utility Building, Alternate Dugout Plans, and Details

A2

Scorekeepers Hut and Dugout Plans

Structural

S1

Not Used

S2

Not Used

S3

Structural Details-dugout

S4

Structural Specifications

Mechanical

ME1

Utilities Plan, Legends, Plumbing Plan

Electrical

E1

Site Lighting Plan and Details

E2

Lighting and Power Plans, Schedules, Riser Diagram

Irrigation

IR.1

Irrigation Plan

END OF SECTION