

FINAL AGENDA

FAYETTEVILLE CITY COUNCIL MEETING FEBRUARY 2, 1999

**** Note time change ****

A meeting of the Fayetteville City Council will be held on February 2, 1999, at **5:30** p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the January 19, 1999 meeting.

- A. GREGG AVENUE:** A resolution approving partial payment of \$35,000 to the Arkansas Highway and Transportation Department for preliminary engineering for the design of improvements and widening of Gregg Avenue from Highway 71B north to Mud Creek Bridge.
- B. TROLLEY OPERATIONS AGREEMENT:** A resolution approving an agreement between the City and Jones Transportation Services for the provision of trolley operations services for March 1, 1999 through December 31, 1999 and providing for four one-year renewals.
- C. BID 99-11:** A resolution awarding Bid 99-11 to Ferrara Fire Apparatus, Inc., in the amount of \$167,747 for a new fire department pumper.
- D. AIRPORT LEASE MODIFICATIONS:** A resolution approving the modification of lease agreements with all four car rental agencies currently serving Drake Field.
- E. WATER & SEWER REFUNDING BONDS:** A resolution approving a letter agreement with Stephens, Inc. to perform underwriting services in connection with the proposed issuance of water and sewer refunding bonds. The cost is \$9.50 per \$1,000 of bonds issued to be paid from bond proceeds.
- F. FIRE STATION #4:** A resolution awarding Bid 99-14 to Heckathorn Construction in the amount of \$611,520 and approval of a 5% contract contingency.
- G. ADS ENVIRONMENTAL SERVICES:** A resolution awarding contract for flow monitoring materials and services to ADS Environmental Services, Inc. in the

**Fayetteville City Council
Final Agenda
February 2, 1999**

amount of \$235,455, approval of a contingency of \$9,400 and sales tax of \$10,945, less a trade in of \$31,000, for a net cost of \$224,800.

- H. LDA AND GLIDE SLOPE:** A resolution approving a lease and transfer agreement with the Federal Aviation Administration in the amount of \$627,220 providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment; and approval of a budget adjustment.
- I. LIBRARY MASTER PLAN:** A resolution amending a contract with Meyer Scherer and Rockcastle, Ltd. in the amount of \$34,465 to extend the Master Plan for Library Services and Facilities to evaluate two design options; and the approval of a budget adjustment.
- J. NORTHWEST ARKANSAS AVIATION:** A resolution approving a lease with Northwest Aviation Technologies Center to lease an executive hanger located at 4248 South School Avenue and approval of a budget adjustment to bring the building up to current building code standards.

II. OLD BUSINESS

III. NEW BUSINESS

- A. BID WAIVER:** An ordinance providing for a bid waiver to purchase a self-propelled wedge foot roller for use in the Street Maintenance Program.
- B. WATER & SEWER REFUNDING BONDS:** Moved to Consent Agenda, Item E.
- C. RZ 98-23:** An ordinance approving a rezoning request RZ 98-23 changing 19.74 acres from A-1, Agricultural to R-O, Residential Office. This project was submitted by Kurt Jones of Crafton, Tull on behalf of Washington Regional.
- D. VA 98-13.00:** An ordinance approving vacation request VA-98-13.00 as submitted by Andre and Marci Gies vacating a portion of the 50' wide Cedar Street right of way located between lots 5 and 6 of the Garner-Larimore Addition, Block B subject to the existing utility easements and sewer easements are required.
- E. RZ 98-24:** An ordinance approving rezoning request RZ 98-24, submitted by Deborah and Calvin Laningham for property located at 731 North Leverett to

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rezone .40 acres from C-1, Neighborhood Commercial to R-3, High Density Residential.

- F. BACKFLOW PREVENTION:** An ordinance amending Chapter 51, Water and Sewers, of the Code of Fayetteville, to add Section 51.146, Backflow Prevention, providing for Cross Connection Control Standards and requirements for the design, construction and maintenance of connections to the public water supply.
- G. STONEGATE SUBDIVISION:** A resolution waiving Ordinance 3793 and accepting money in lieu as park land requirement for Stonegate Subdivision.
- H. FIRE STATION #4:** Moved to Consent Agenda, Item F.
- I. ADS ENVIRONMENTAL SERVICES:** Moved to Consent Agenda, Item G.
- J. LDA AND GLIDE SLOPE:** Moved to Consent Agenda, Item H.
- K. LIBRARY MASTER PLAN:** Moved to Consent Agenda, Item I.
- L. NORTHWEST ARKANSAS AVIATION:** Moved to Consent Agenda, Item J.
- M. OMI:** A resolution authorizing the execution of Amendment #4 for the operation of the Paul Noland Treatment Plant, and the approval of a budget adjustment. The amendment provides for a total of \$3,632,992 for operations services during 1999.

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

2/2/99 Council.

①

	ROLL				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA	✓				
	HD BD. Consent		HD RA Water & Sewer bonds.		
TRUMBO	✓		✓		
DANIEL	✓		✓		
SANTOS	✓		✓		
YOUNG	✓		✓		
RUSSELL	✓		✓		
REYNOLDS	✓		✓		
AUSTIN	✓		✓		
DAVIS	✓		✓		
MAYOR HANNA					
	8-0-0.		8-0-0.		
	RA BD. 2ND BID & AIDOR	KS HD. 3RD.			
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0-0	8-0-0.	8-0.		

	BD RZ-98-23 2nd	BD KR 3rd	Panel		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	A	A	A		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	2-0-1 BD HD LA 98-13 2nd	2-0-1 LS HD 3rd	2-0-1 Panel		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	2-0-0 RR CV RZ 98-24 2nd	2-0-0 KR RR 3rd	2-0-0 Pan.		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	2-0-0	2-0-0	2-0-0		

	HD BD. 2nd Backflow	VS RA. 3rd Parasol		
TRUMBO	✓	✓	✓	
DANIEL	✓	✓	✓	
SANTOS	✓	✓	✓	
YOUNG	✓	✓	✓	
RUSSELL	✓	✓	✓	
REYNOLDS	✓	✓	✓	
AUSTIN	✓	✓	✓	
DAVIS	✓	✓	✓	
MAYOR HANNA				
	8-0-0. RA BD. Stone Gate	8-0-0.	8-0-0.	
TRUMBO	✓			
DANIEL	✓			
SANTOS	✓			
YOUNG	✓			
RUSSELL	✓			
REYNOLDS	✓			
AUSTIN	✓			
DAVIS	✓			
MAYOR HANNA				
	7-1-0. H RA Om			
TRUMBO	✓			
DANIEL	✓			
SANTOS	✓			
YOUNG	✓			
RUSSELL	✓			
REYNOLDS	✓			
AUSTIN	✓			
DAVIS	✓			
MAYOR HANNA				
	8-0-0			

meeting adj 6:45

FINAL AGENDA

FAYETTEVILLE CITY COUNCIL MEETING FEBRUARY 2, 1999

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The following items will be considered:

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✓ **APPROVAL OF THE MINUTES:** Approval of the minutes from the January 19, 1999 meeting.

10-99
A. ✓ **GREGG AVENUE:** A resolution approving partial payment of \$35,000 to the Arkansas Highway and Transportation Department for preliminary engineering for the design of improvements and widening of Gregg Avenue from Highway 71B north to Mud Creek Bridge.

11-99
B. ✓ **TROLLEY OPERATIONS AGREEMENT:** A resolution approving an agreement between the City and Jones Transportation Services for the provision of trolley operations services for March 1, 1999 through December 31, 1999 and providing for four one-year renewals.

12-99
C. ✓ **BID 99-11:** A resolution awarding Bid 99-11 to Ferrara Fire Apparatus, Inc., in the amount of \$167,747 for a new fire department pumper.

13-99
D. ✓ **AIRPORT LEASE MODIFICATIONS:** A resolution approving the modification of lease agreements with all four car rental agencies currently serving Drake Field.

removed from consent
E. **WATER & SEWER REFUNDING BONDS:** A resolution approving a letter agreement with Stephens, Inc. to perform underwriting services in connection with the proposed issuance of water and sewer refunding bonds. The cost is \$9.50 per \$1,000 of bonds issued to be paid from bond proceeds.

14-99
F. ✓ **FIRE STATION #4:** A resolution awarding Bid 99-14 to Heckathorn Construction in the amount of \$611,520 and approval of a 5% contract contingency.

15-99
G. ✓ **ADS ENVIRONMENTAL SERVICES:** A resolution awarding contract for flow monitoring materials and services to ADS Environmental Services, Inc. in the

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- 17-99 I. ✓ **LIBRARY MASTER PLAN:** A resolution amending a contract with Meyer Scherer and Rockcastle, Ltd. in the amount of \$34,465 to extend the Master Plan for Library Services and Facilities to evaluate two design options; and the approval of a budget adjustment.

- 18-99 J. ✓ **NORTHWEST ARKANSAS AVIATION:** A resolution approving a lease with Northwest Aviation Technologies Center to lease an executive hanger located at 4248 South School Avenue and approval of a budget adjustment to bring the building up to current building code standards.

II. OLD BUSINESS

III. NEW BUSINESS

19-99 approved AA. *Water & Sewer bonds.*

- 4136 A. ✓ **BID WAIVER:** An ordinance providing for a bid waiver to purchase a self-propelled wedge foot roller for use in the Street Maintenance Program.

- B. *Consent* **WATER & SEWER REFUNDING BONDS:** Moved to Consent Agenda, Item E.

- 141137 C. *Panel* **RZ 98-23:** An ordinance approving a rezoning request RZ 98-23 changing 19.74 acres from A-1, Agricultural to R-O, Residential Office. This project was submitted by Kurt Jones of Crafton, Tull on behalf of Washington Regional.

- 4138 D. *Panel* **VA 98-13.00:** An ordinance approving vacation request VA-98-13.00 as submitted by Andre and Marci Gies vacating a portion of the 50' wide Cedar Street right of way located between lots 5 and 6 of the Garner-Larimore Addition, Block B subject to the existing utility easements and sewer easements are required.

- 4139 E. *Panel* **RZ 98-24:** An ordinance approving rezoning request RZ 98-24, submitted by Deborah and Calvin Laningham for property located at 731 North Leverett to

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February 2, 1999

rezone .40 acres from C-1, Neighborhood Commercial to R-3, High Density Residential.

41-40 *passed*
F. BACKFLOW PREVENTION: An ordinance amending Chapter 51, Water and Sewers, of the Code of Fayetteville, to add Section 51.146, Backflow Prevention, providing for Cross Connection Control Standards and requirements for the design, construction and maintenance of connections to the public water supply.

20-99 *WAVING*
G. STONEGATE SUBDIVISION: A resolution ~~waiting~~ Ordinance 3793 and accepting money in lieu as park land requirement for Stonegate Subdivision.

~~H.~~ FIRE STATION #4: Moved to Consent Agenda, Item F.

~~I.~~ ADS ENVIRONMENTAL SERVICES: Moved to Consent Agenda, Item G.

~~J.~~ LDA AND GLIDE SLOPE: Moved to Consent Agenda, Item H.

~~K.~~ LIBRARY MASTER PLAN: Moved to Consent Agenda, Item I.

~~L.~~ NORTHWEST ARKANSAS AVIATION: Moved to Consent Agenda, Item J.

21-99 *approved*
M. OMI: A resolution authorizing the execution of Amendment #4 for the operation of the Paul Noland Treatment Plant, and the approval of a budget adjustment. The amendment provides for a total of \$3,632,992 for operations services during 1999.

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MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL

A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on January 15, 1999, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

ITEM CONSIDERED

ACTION TAKEN

Approval of Minutes
Water and Sewer Study
State of Arkansas Contract
Drug Law Enforcement Program
Hwy 16 Widening
Right-of-way Encroachment
Trails Committee Report
Street Name Change

Approved
Approved Res. 5-99
Approved Res. 6-99
Approved Res. 7-99
Approved Res. 8-99
Approved Res. 9-99
No Action
Approved Ord. 4143

PRESENT

Mayor Fred Hanna

Aldermen:

Robert Reynolds

Ron Austin

Bob Davis

Trent Trumbo

Heather Daniel

Kevin Santos

Cyrus Young

Kyle Russell

City Attorney

City Attorney

Jerry Rose

City Clerk

Heather Woodruff

Staff

Charles Venable, Public Works Director

Don Bunn, Assistant Public Works Director

Steve Davis, Budget Coordinator

ABSENT

Kevin Crosson, Admin. Director

MEETING ADJOURNED: 7:10 p.m.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL**

A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on January 1⁹, 1999, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

ITEM CONSIDERED

ACTION TAKEN

Approval of Minutes	Approved	
Water and Sewer Study	Approved	Res. 5-99
State of Arkansas Contract	Approved	Res. 6-99
Drug Law Enforcement Program	Approved	Res. 7-99
Hwy 16 Widening	Approved	Res. 8-99
Right-of-way Encroachment	Approved	Res. 9-99
Trails Committee Report	No Action	
Street Name Change	Approved	Ord. 41 3 4

PRESENT

Mayor Fred Hanna

Aldermen:

Robert Reynolds

Ron Austin

Bob Davis

Trent Trumbo

Heather Daniel

Kevin Santos

Cyrus Young

Kyle Russell

City Attorney

City Attorney

Jerry Rose

City Clerk

Heather Woodruff

Staff

Charles Venable, Public Works Director

Don Bunn, Assistant Public Works Director

Steve Davis, Budget Coordinator

ABSENT

Kevin Crosson, Admin. Director

MEETING ADJOURNED: 7:10 p.m.

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on January 19, 1999, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna, Alderman Robert Reynolds, Alderman Ron Austin, Alderman Bob Davis, and Alderman Trent Trumbo, Alderman Heather Daniel, Alderman Kevin Santos, Alderman Cyrus Young, and Alderman Kyle Russell; City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press, and Audience.

ABSENT: Kevin Crosson, Administrative Services Director

CITIZEN RECOGNITION

Mayor Hanna stated there were over one million students in the United States that took the SAT College entrance exams. He noted it was rare for a student to earn a perfect score of 1600, however, this year Fayetteville High School had achieved that remarkable goal. He congratulated and presented Mr. Joel Brown with a Certificate of Recognition for his outstanding achievement.

He presented Miss KoZIAH Cook with a Certificate of Recognition for receiving a perfect score on both her SAT and ACT college entrance exams. He noted Miss Cook was only a junior in high school.

CONSENT AGENDA

WATER AND SEWER STUDY

Mayor Hanna introduced a resolution awarding a contract to Black and Veatch Consulting Engineering for the purpose of conducting a water and sewer study.

RESOLUTION 5-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

STATE OF ARKANSAS CONTRACT

Mayor Hanna introduced a resolution accepting the State of Arkansas Contract award ST-99-0157, item #9, 1999 Ford Crown Victoria police pursuit sedan including option "IO" and modifications to "ee" for fourteen units.

RESOLUTION 6-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

DRUG LAW ENFORCEMENT PROGRAM

Mayor Hanna introduced a resolution renewing the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant for the Drug Law Enforcement Program.

RESOLUTION 7-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

Alderman Trent Trumbo moved to approve the Consent Agenda. Alderman Young seconded the motion. The motion carried unanimously.

OLD BUSINESS

No Old Business

NEW BUSINESS

HWY 16 WIDENING

Mayor Hanna introduced a resolution awarding a bid to Mobley Construction \$2,880,042.40 in connection with the widening of Highway 16 West, and approval of the necessary budget adjustment.

Mayor Hanna explained the total cost of the project was 3.8 million. The City was paying half of the cost and the Arkansas State Highway Department would be paying the other half.

Alderman Trumbo explained a portion of the road would be five lane with nice sidewalks. He added this improvement was needed very badly.

Mayor Hanna stated the city had received a lot of complaints about the traffic congestion on Wedington Drive and he thought this would be a good use of city funds.

Alderman Daniel commented that the green space between the highway and the sidewalk should make the area safer for pedestrians.

Alderman Daniel moved to approve the resolution. Alderman Bob Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 8-99 AS RECORDED IN THE CITY CLERK'S OFFICE

RIGHT-OF-WAY ENCROACHMENT

Mayor Hanna introduced a resolution allowing Tom Terminella to construct a metal canopy 18 inches over the right-of-way at 24 E. Meadow Street (there will be no ground supports to the canopy). He explained this item had been taken off the last agenda to have more surveys done on the property.

Mr. Jim Foster explained Tom Terminella was converting an abandoned car dealership into first class office space. They were requesting an 18 inch canopy to create lighting for the sidewalk to make the area safer at night.

Alderman Trumbo thought it would improve the old building and help the downtown area.

Mayor Hanna added this was a part of the move to upgrade and rehabilitate the downtown area.

In response to questions from Alderman Daniel, Mr. Foster stated there would be approximately 16,000 square feet in the building. There would also be some covered parking in the back of the building.

Alderman Russell moved to approve the resolution. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

TRAILS COMMITTEE REPORT

Mr. Chuck Rutherford, Sidewalk and Trails Coordinator, distributed several maps of Fayetteville. He explained the maps had two trails which ISTEAE was funding: Errol Street and St. Paul. The St. Paul Trail was located south of town. The Errol Street Trail was located near Butterfield school. The third map was to illustrate the right-of-way which was being asked to be dedicated along Errol Street for the Trail.

Mr. Rutherford gave a brief history of the Trail Committee which had been created in November of 1993. In 1994 the city had entered into an agreement with the Highway department for the ISTEAE funding for the railroad corridor for the two trails. The Melburger Firm had been hired in April of 1996 to design the plan for the two trails. He explained the trails had not been implemented, however, they had received an extension from the Highway Department.

Alderman Daniel explained there was a danger of the City losing their funding if they kept putting off the trails. She added the city had been turned down for other grants because they had not been able to complete this trail. She noted there had been difficult problems, such as obtaining rights-of-way. She noted the project was taking a long time, but she believed it would happen.

Alderman Santos noted the Errol Trail would save a lot of time for children and parents in the area who could use the trail to get to school. He questioned if they would be changing the name of the trail to match the street name.

Mr. Venable noted the property owners wanted to rename the trail.

Mr. Chuck Tranthum, attorney, stated the property owners had wanted the trail to be called Raven Trail and the street to be called Farr Lane or Street.

Alderman Daniel stated she has asked only for the street name change tonight. They had not been able to make a decision at the last Trails Committee meeting. She explained the committee would need to consult with the Police and Fire on the naming of the trail. She explained there had been

some discussion at Agenda Session that Raven Trail might be confusing in an emergency situation because the city already had a Raven Lane.

Mr. Venable thought they could call the trail whatever they wanted because the address would be off of Farr Street.

Ms. Little stated she had information from Jim Johnson, 911 Coordinator, who had expressed some concerns about confusion in an emergency situation. She added they had discussed waiting to name the trail until it was complete, then having a dedication.

Mayor Hanna explained on the conditions of getting the land donated for the trail was to name the trail Raven Trail and to change the name of the street. He did not see a problem in doing that.

In response to questions, Mr. Rutherford explained they were concentrating around the schools. They had surveyed all the schools and the conditions of their sidewalks. They had started making improvements around Washington School. The worst sidewalks had been around Jefferson School. They had put them off until Community Development had completed their project, which was almost finished. They would be starting around Jefferson soon.

Alderman Daniel asked why the new apartment complex around Cleveland had not been required to put in a sidewalk.

Mr. Rutherford explained it was included in the widening of Cleveland Street and would only have to be replaced when they widened the street.

STREET NAME CHANGE

Mayor Hanna introduced an ordinance changing the name of Errol Street to Farr Street.

Mr. Jerry Rose read the ordinance for the first time.

In response to questions from Alderman Daniel, Ms. Little explained there was one property owner who had two duplexes on Errol Street. She had personally called the property owner and her staff had hand delivered notices to the people living on Errol Street. She explained the name of the street would be changed all the way through, which would allow it to be one street.

Alderman Russell moved to suspend the rules and move to the second reading.

Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Daniel seconded the motion. Upon roll call the motion carried.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4134 AS RECORDED IN THE OFFICE OF THE CITY CLERK

OTHER BUSINESS

Alderman Trumbo moved to give a Certificate of Appreciation for Frou Gallagher for her work on First Nite. Alderman Daniel seconded the motion. Upon roll the motion carried unanimously.

The meeting adjourned at 7:10 p.m.

**MINUTES
OF A SPECIAL
CITY COUNCIL MEETING**

A special city council meeting was held of January 26, 1999 at 4:30 p.m. in room 326 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

ENGINE REPLACEMENT:

Mayor Hanna introduced an ordinance approving a bid waiver to have Northwest Truck and Equipment Company replace an engine in a fire truck (city fleet unit #24) at an estimated cost of \$16,000.

Mr. Bill Oestreich explained the engine had unexplainably blown up and was currently disassembled at Northwest Truck. It would not be practical to have other garages come into their garage to give bids.

Mr. Rose read the ordinance for the first time.

Alderman Daniel moved to suspend the rules and move to the second reading. Alderman Davis seconded. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Reynolds moved to suspend the rules and go the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4135 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MEETING ADJOURNED AT 4:35 P.M.

TENTATIVE AGENDA

**FAYETTEVILLE CITY COUNCIL MEETING
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- I. **ADS ENVIRONMENTAL SERVICES:** A resolution awarding contract for flow monitoring materials and services to ADS Environmental Services, Inc. In the amount of \$235,455, approval of a contingency of \$9,400 and sales tax of \$10,945, less a trade in of \$31,000, for a net cost of \$224,800.
- J. **LDA AND GLIDE SLOPE:** A resolution approving a lease and transfer agreement with the Federal Aviation Administration in the amount of \$627,220 providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment. And approval of a budget adjustment.
- K. **LIBRARY MASTER PLAN:** A resolution amending a contract with Meyer Scherer and Rockcastle, Ltd. In the amount of \$34,465 to extend the Master Plan for Library Services and Facilities to evaluate two design options; and the approval of a budget adjustment.
- L. **NORTHWEST ARKANSAS AVIATION:** A resolution approving a lease with Northwest Aviation Technologies Center to lease an executive hanger located at 4248 South School Avenue. And approval of a budget adjustment to bring the building up to current building code standards.

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

FINAL AGENDA

FEBRUARY 2, 1999

ATTACHED HERE:

Final Agenda

Minutes:

Item I.A. 1-6

AGENDA SESSION

OMI

New item, Place under New Business, last item (III.M. 1-8)

NORTHWEST ARKANSAS AVIATION

Item III.L. on Tentative Agenda replacement pages. Remove information given in the Tentative agenda and replace with theses pages 1-13. Item has also been moved to Consent agenda, I.J.1-13.

x AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUESTED:

Partial payment of \$35,000.00 to the Arkansas Highway and Transportation Department for preliminary engineering for the design of improvements and widening of Gregg Avenue from Highway 71B north to Mud Creek Bridge. Refer to the "Agreement of Understanding" for this project (copy attached).

COST TO CITY:

<u>\$35,000</u>	<u>- 0 -</u>	<u>Gregg Avenue</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u> </u>	<u>- 0 -</u>	<u>Street Impr.</u>
Account Number	Funds Used To Date	Program Name
<u>99046-0010</u>	<u>- 0 -</u>	<u>Sales Tax</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

 Budgeted Item x Budget Adjustment Attached

Stephen D. New
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marilyn J. Cramer</u>	<u>1-5-99</u>	<u>ADA Coordinator</u>	<u>Date</u>
Accounting Manager	Date		
<u>[Signature]</u>	<u>1-5-99</u>	<u>Yolanda Stiles</u>	<u>1-5-99</u> ✓
City Attorney	Date	Internal Auditor	Date
<u>P. Vice</u>	<u>1-5-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval.

<u>Jim Barker</u> Division Head	<u>4 Jan 99</u> Date	<u>Cross Reference</u>
<u>Richard Cencel</u> Department Director	<u>1-6-99</u> Date	New Item: <u>No</u>
<u>Walter D. Croghan</u> Administrative Services Director	<u>6 JAN 99</u> Date	Prev Ord/Res # <u>150-98</u>
<u>Ted Hamm</u> Mayor	<u>1/6/99</u> Date	Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, PW Director
Don Bunn, Asst. PW Director

From: Jim Beavers, City Engineer *JB*

Date: 4 Jan 99

Re: Agenda Request, Council Meeting of February 2, 1999.
Partial payment of \$35,000.00 to the AHTD for preliminary engineering - Gregg Avenue
Widening from Highway 71B to Mud Creek.

Please refer to the attached copies of Resolution 150-98, the executed "Agreement of Understanding" and the CIP sheet for the proposed widening of Gregg Avenue from Highway 71B to Mud Creek (the recently completed four lane bridge near the Fayetteville/Johnson City limits).

The AHTD has requested funds in the amount of \$35,000.00 to proceed with the preliminary design and to assure that the job remains active. The AHTD (Programs Division) does not anticipate construction until the year 2001.

Enclosures:

Copies of :

1. Letter Dated December 21, 1998 form the AHTD requesting \$35,000.00
2. Executed Agreement of Understanding.
3. Resolution 150-98.
4. CIP project detail - Gregg Avenue widening.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

GREGG AVE.
I. A. 3

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 21, 1998

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 040299
F.A.P. STP-9142(11)
Hwy. 71B-Mud Creek
(Gregg Ave.-Fayetteville) (S)
Washington County

Dear Mayor Hanna:

Enclosed please find a copy of the executed Agreement of Understanding on the referenced Federal-aid project. In order for the Department to proceed with preliminary engineering, please forward a check in the amount of \$35,000.00 (made payable to the Arkansas State Highway and Transportation Department) to this office. This deposit will be applied to the City's matching share when a construction contract is awarded for this work.

As noted in our October 9, 1998 letter, the maximum amount of Federal-aid available for this project is \$1,000,000. If you have any questions, please contact Bill Bradberry or Steve Morgan in our Programs and Contracts Division at (501) 569-2261.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosure

RECEIVED

DEC 30 1998

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

The widening of Gregg Avenue from Highway 71B to Mud Creek (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program funds.

WHEREAS, the Transportation Equity Act for the Twenty-First Century (TEA-21) provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, funding participation will be as follows, subject to a limit of \$1,000,000.00 maximum Federal-aid approved for the project:

	<u>Federal %</u>	<u>City %</u>
Preliminary Engineering:	80	20
Right-of-Way:	80	20
Utilities:	80	20
Construction:	80	20
Construction Engineering:	80	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on the attachment,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for satisfactory maintenance and operation of all improvements on that portion of the project not on the Arkansas Highway System and all traffic signals on the Arkansas Highway System. Failure to adequately maintain and operate the facility in accordance with Federal-aid requirements will result in withholding future Federal-aid highway funds.
2. Be responsible for 20% of the project cost, which will include preliminary engineering, construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.
3. Be responsible for 100% of all preliminary engineering, right-of-way, and other costs incurred should the City not enter into the construction phase of the project.
4. Be responsible for any and all expenditures which may be declared non-participating in federal funds, including any such awards by the State Claims Commission.
5. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
6. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
NOTE: Failure to notify the Department prior to initiating this phase of work may result in any expenditures being declared non-participating in federal funds.
7. Transmit to the Department a signed and sealed copy of the Resolution from the City Council which requests a project and authorizes the Mayor to execute contracts with the Department for projects on city streets.
8. Submit to the Department five percent of the estimated project cost before preliminary engineering by the Department begins.
9. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
10. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
11. Maintain or adopt regulations and ordinances as necessary for proper operation of the improvements.
12. Be responsible for the necessary enforcement of operations as required by improvements on the Arkansas State Highway System and City Streets.
13. Hereby attest that the employment policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, creed, or national origin.
14. Be responsible for all costs not provided by the Federal Highway Administration.

15. Indemnify and save harmless the Department from all suits, actions, or claims of any character brought because of any damage sustained on account of the operations, actions, acts of omission, neglect, or misconduct of the Sponsor relating to this agreement and project.

THE DEPARTMENT WILL:

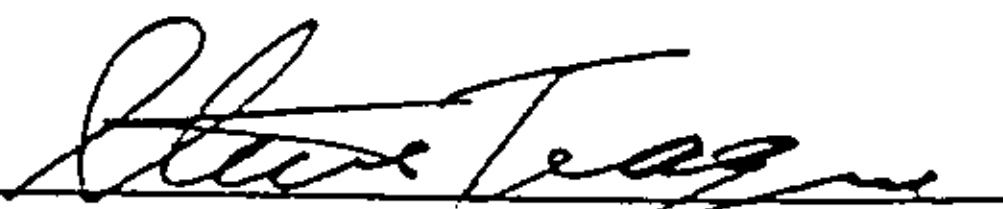
1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for developing the necessary plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 14th day of December, 1998.

RECOMMENDED:


Assistant Chief Engineer for Planning

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

CITY OF
FAYETTEVILLE


Dan Flowers
Director of Highways and Transportation


Fred Hanna
Mayor

RESOLUTION NO. ~~150~~-98

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE, ARKANSAS TO UTILIZE FEDERAL-AID MONIES FOR FOLLOWING CITY PROJECT: GREGG AVENUE WIDENING FROM HIGHWAY 71B TO MUD CREEK.

WHEREAS, the City of Fayetteville understand that Federal-Aid Surface Transportation Program Funds are available for certain city projects at the following federal participating ratios:

	<u>Work Phase</u>	<u>Federal Share</u>	<u>City Match</u>
Roadway Construction on City Streets	All phases	80%	20%
City Project Programmed but not Let to Contract	All phases	-0-	100%

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

Section 1. That the City of Fayetteville, Arkansas will participate in accordance with its designated responsibilities in this project.

Section 2. The Mayor and City Clerk are authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

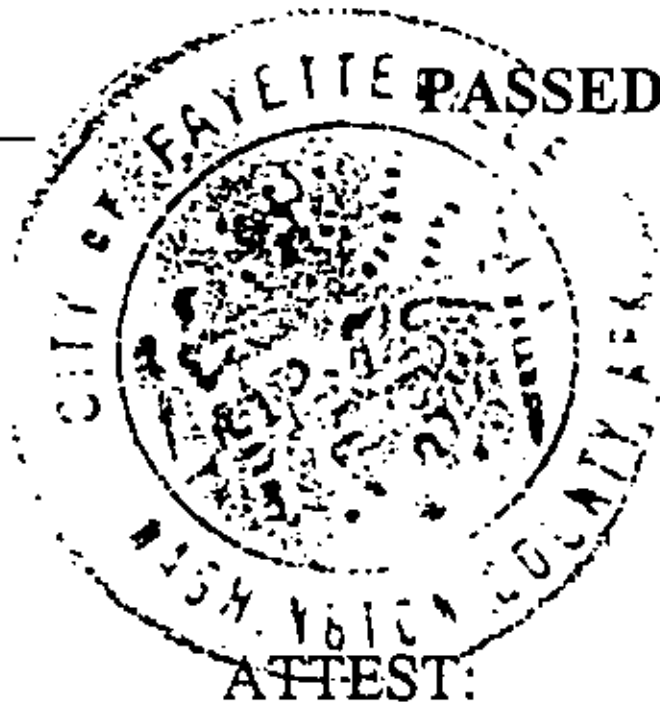
Section 3. The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this 17th day of November, 1998.

APPROVED:

By: _____

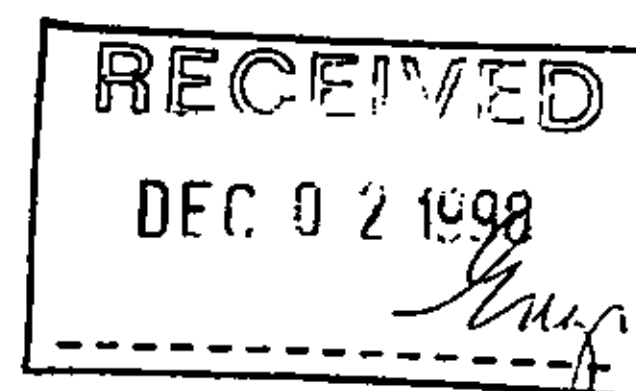
Fred Hanna, Mayor



ATTEST:

By: _____

Heather Woodruff, City Clerk



CITY OF FAYETTEVILLE, ARKANSAS

1999 - 2003 CAPITAL IMPROVEMENTS PROGRAM

PROJECT DETAIL

PROJECT TITLE:	Gregg Avenue - Highway 71 to Mud Creek Bridge
REQUESTING DIVISION:	Engineering & Street
FUNDING SOURCE:	Sales Tax Capital Improvements Fund
PROJECT CATEGORY:	Street Improvements
INITIAL YEAR PRIORITY:	4
PROJECT TYPE:	REPLACEMENT <u>Y</u> EXPANSION <u>Y</u>

PROJECT COST	
1999	\$
2000	
2001	380,000
2002	
2003	
TOTAL PROJECT COST \$	380,000

PROJECT DESCRIPTION & JUSTIFICATION :

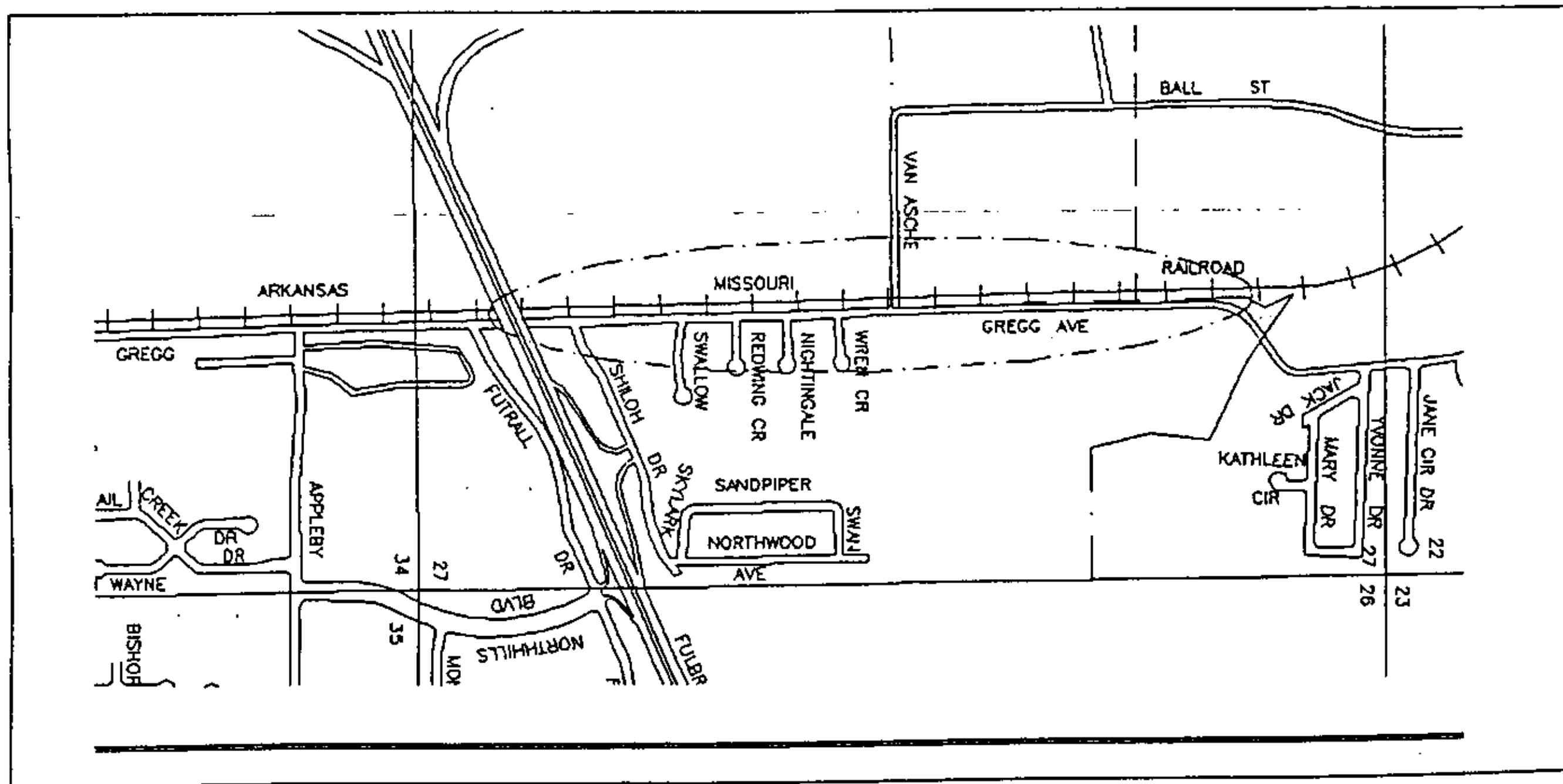
This project involves widening Gregg Street to four lanes from the Highway 71 bypass to the Mud Creek Bridge. This project will provide a tie between the improvements in the area south of the mall and the bypass. This is projected to be a cost sharing project with the Arkansas Highway Transportation Department (AHTD).

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS :

This project will not add any foreseeable maintenance activities.



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

**GREGG AVE.
I. A. 9**

Budget Year 1999	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 01/05/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:

Authorization is requested to establish a separate project to track the project expenses for the Gregg Avenue - HWY 71 to Mud Creek Bridge Project. The project is scheduled in the 1999-2003 Capital Improvement Program for construction in 2001.

Project or Item Deleted:

None. Funding for this project is in Street ROW/ Intersection/ Cost Sharing Improvements.

Justification of this Increase:

A separate project is requested to enable complete project tracking over the life of the project.

Justification of this Decrease:

The Street ROW/ Intersection/ Cost Sharing Improvements project was established to provide funding for this type of project. A separate project number and split out of funding is requested due to the multi-year schedule for the Gregg Avenue - Highway 71 to Mud Creek Bridge Project.

Increase Expense (Decrease Revenue)

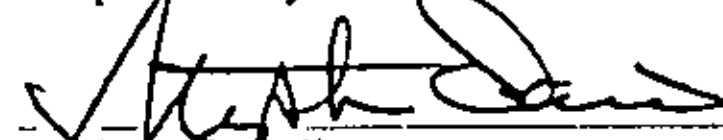
Account Name	Amount	Account Number				Project Number	
Street Improvements	35,000	4470	9470	5809	00	99046	0010

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	35,000	4470	9470	5809	00	98033	10

Approval Signatures

Requested By


Budget Coordinator

Date

1/5/99
Date

Department Director


Admin. Services Director

Date

6/1/99
Date

Mayor

Date

Budget Office Use Only

Type:

A

B

C

D

E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

TROLLEY
I. B. 1

STAFF REVIEW FORM

____ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999

FROM:

<u>Brian Swain</u>	<u>Adm. Services Dir.</u>	<u>Adm. Services</u>
Name	Division	Department

ACTION REQUIRED: TROLLEY OPERATIONS AGREEMENT: Approval of a resolution between the City and Jones Transportation Services for the provision of trolley operations services for March 1, 1999 through December 31, 1999 and providing for four (4) one-year renewals.

COST TO CITY:

<u>\$ 33,250</u>	<u>\$ 60,000</u>	<u>Services & Charges</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>2120-9120-5315.01</u>		
<u>1010-6600-5315.00</u>	<u>\$ 0</u>	
Account Number	Funds Used To Date	Program Name
	<u>\$60,000</u>	<u>General/ Adv. & Prom.</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: xxx Budgeted Item Budget Adjustment Attached

<u>Budget Coordinator</u>	<u>Administrative Services Director</u>
CONTRACT/GRANT/LEASE REVIEW:	GRANTING AGENCY:

<u><i>Maureen J. Chamer</i></u>	<u>1-14-99</u>		
Accounting Manager	Date	ADA Coordinator	Date
<u><i>Paul J. [Signature]</i></u>	<u>1-15-99</u>	<u><i>Yolanda Fields</i></u>	<u>1-15-99</u> ✓
City Attorney	Date	Internal Auditor <i>see comment</i>	Date
<u><i>P. Vice</i></u>	<u>1-14-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the agreement.

<u><i>Brian Swain</i></u>	<u>1-14-99</u>	<u>Cross Reference</u>
Division Head	Date	
<u><i>Warren D. Croft</i></u>	<u>2/2/99</u>	New Item: Yes No
Department Director	Date	
<u><i>Fred Hanne</i></u>	<u>1/27/99</u>	Prev Ord/Res #: <u> </u>
Administrative Services Director	Date	
<u><i>[Signature]</i></u>	<u> </u>	Orig Contract Date: <u> </u>
Mayor	Date	

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Kevin D. Crosson, Administrative Services Director *KDC*

DATE: January 14, 1999

RE: **Trolley Operations Agreement - Jones Transportation Services (JTS)**

During the last few months of 1998, the City sought Request for Proposals (RFP) for trolley operation services via RFP #98-11. The City received proposals from JTS and Community Resource Group (CRG), which is the current service provider. A professional selection committee comprised of the following reviewed the RFP submissions:

Kevin Crosson	Administrative Services Director
Steve Davis	Budget Coordinator
Nancy Hendricks	Assistant to the Mayor
Bill Oestreich	Fleet Maintenance Superintendent
Brian Swain	Assistant to the Adm. Services Director
Trent Trumbo	Alderman
Peggy Vice	Purchasing Manager (non-voting, advisory member)

At their meeting on December 10, 1998, the committee voted to enter into negotiations with JTS. The attached agreement represents the result of those negotiations. The cost for the daily trolley route will be \$17.50 per hour. Supplemental route fees will range from \$17.50 per hour for non-profit/governmental groups to \$25.00 per hour for personal/private group events. It should be noted that the City will receive a credit of \$7.50 per hour for each personal/private group charge. The City currently has three vehicles in operation in the trolley program. In the event that JTS must use one of their vehicles due to maintenance or booking activity, the charge will be \$29.90 per hour. The proposed term of this contract is for March 1, 1999 through December 31, 1999 with four additional one year renewal options. Based on an estimate of 190 hours of operation per month on the daily route, the cost for the ten months of the contract is estimated to be \$33,250. Funding for the contract will come from a combination of Advertising & Promotion Commission Funds and the City's General Fund.

The City currently owns two of the vehicles in the trolley program outright. The third vehicle, which is the traditional looking trolley that was added to the fleet in 1997 was jointly purchased by the City and a federal grant passed through the Arkansas Highway and Transportation Department (AHTD) to CRG. By mutual agreement of the AHTD and CRG, title on the trolley will pass to the City on February 28, 1999. The City and JTS will remain subject to the terms and conditions of the grant agreement under which the trolley was originally purchased throughout the remaining useful life of the vehicle, which is approximately five more years. At the end of the useful life period, the City will own the trolley "free and clear".

Should you have any questions concerning this agreement, please feel free to contact me. Thank you for your attention to this matter.

KDC/bts

The City currently owns two of the vehicles in the trolley program outright. The third vehicle, which is the traditional looking trolley that was added to the fleet in 1997 was jointly purchased by the City and a federal grant passed through the Arkansas Highway and Transportation Department (AHTD) to CRG. By mutual agreement of the AHTD and CRG, title on the trolley will pass to the City on February 28, 1999. The City and JTS will remain subject to the terms and conditions of the grant agreement under which the trolley was originally purchased throughout the remaining useful life of the vehicle, which is approximately five more years. At the end of the useful life period, the City will own the trolley "free and clear".

Should you have any questions concerning this agreement, please feel free to contact me. Thank you for your attention to this matter.

KDC/bts

AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 199__, by and between Jones Transportation Service, Inc., hereinafter referred to as "JTS" and The City of Fayetteville, Arkansas, hereinafter referred to as "the City".

WITNESSETH THAT:

JTS and the City will jointly provide transportation service for the City in accordance with guidelines contained herein:

1. TYPE OF SERVICE

The service shall be open to members of the general public and shall not be operated exclusively for any one group or organization.

2. ROUTE DEVELOPMENT

JTS will assist the City in developing the most time and mileage efficient routing and scheduling for the service.

3. VEHICLES & INSURANCE

JTS will operate vehicles owned by the City for service provided under this Agreement. Vehicles will be operated in accordance with routes approved by the City. In no instance will vehicles be operated by the City for services not provided under this Agreement, or outside the State of Arkansas, unless the City shall secure adequate insurance covering such operation and operate under its own authority. JTS's use of said vehicles shall be limited to service provided under this Agreement unless approved by the City.

Because it is not immune from tort liability, JTS agrees to maintain the following vehicle insurance coverage on all vehicles operated under this agreement:

Liability: \$1,000,000.00 combined single limit.

Medical: \$5,000.00.

Uninsured Motorist: \$500,000.00.

Underinsured Motorist: \$500,000.00.

Comprehensive: Deductible: \$25.00.

Collision: Deductible: \$500.00.

JTS will provide for insurance as specified above on the three (3) City owned vehicles in place at the time of initiation of this contract that are used for the provision of trolley services. During the term of this contract, should the City decide to replace equipment or expand the number of vehicles in service, the City and JTS will conduct an insurance cost review to determine if rate of payment adjustments should be made as defined in Section Nine (9) of this agreement.

4. MAINTENANCE & LICENSING

The City shall provide vehicle maintenance at the City Shop. The City will provide fuel, oil and other necessary operating supplies. Licensing and other operating costs will be provided by the City.

JTS shall comply with all scheduled maintenance as set by the City and is to notify the City of any maintenance or repair needs on the vehicles. Necessary movement of vehicles shall be coordinated with the City Shop. If necessary and approved by the City, JTS will provide maintenance or repair, and will subsequently bill the City at current rates charged to non-profits.

JTS shall not obligate the City to pay any cost pertaining to any aspect of this agreement without prior written authorization.

5. DISPATCH & OPERATIONS

Each vehicle will be equipped with proper communication equipment.

JTS will do all dispatching and scheduling. The City will use request forms signed by authorized agent for the City or use phone authorization by the City agent and JTS agent for scheduling.

JTS will provide spare vehicles to insure uninterrupted service to the City in the event of malfunction of the assigned vehicles. Spare vehicles will match the capacity of regularly assigned vehicles when possible.

6. DRIVERS

JTS shall provide all Drivers for service operated under this agreement who shall receive special orientation and training to prepare them to educate passengers, in addition to JTS's regular Driver training. Said training shall consist primarily of a set of written materials which shall be memorized by Drivers for repetition to passengers, and a set of guidelines for dress, behavior, and any other items designated by the City or JTS.

Adequate scheduling, supervision, and substitute Drivers shall be provided to assure uninterrupted service.

Drivers used to provide service to the City will:

- (a) Hold licenses required by federal and state law.
- (b) Have a satisfactory driving record based on information documented from the Arkansas Department of Motor Vehicles, and continue to demonstrate ability to drive the vehicle to JTS's satisfaction.
- (c) Successfully complete, and update as needed, training in accordance with JTS's training policy.

TROLLEY
I. B. 6

- (d) Be approved by JTS to drive based on the above criteria.

In addition, Drivers will adhere to guidelines provided by the City for dress, behavior, and other performance based items designated by the City. All policies in this area will be communicated to the authorized JTS representative.

7. PROMOTION & PUBLIC AWARENESS

JTS will work with the City to develop an on-going program of public awareness to assure that tourists and City residents know of the service and are able to access it. It is understood that JTS shall not pay for any promotion or advertising under this Agreement, other than minor in-house mailing.

8. INCLEMENT WEATHER

Either the City or JTS may, in case of inclement weather and/or hazardous road conditions, cancel or modify scheduled transportation service.

9. RATE OF PAYMENT

- (a) Normal Trolley route - \$17.50 per hour.
(1) Non profit group rate - same.
- (b) For supplemental rates - \$25.00 per hour for personal or private groups. City to receive \$7.50 credit per hour.
- (c) \$29.90 per hour when JTS unit used. City to receive no credit.

Rates may be subject to periodic adjustments upon written agreement of both parties, the City and JTS.

10. METHOD OF PAYMENT

JTS will bill the City monthly for transit service provided under this Agreement using a format designed to show the hours of services provided to the City.

Personal or Private groups will be billed direct. Copies of such billing shall be made available to the City.

11. RECORDS

JTS's responsibility for record-keeping, financial and record data computations shall be limited under this Agreement to number of riders, daily trip sheets, and records required by the Arkansas Highway and Transportation Department. Maintenance records shall be maintained by the City and shall be open to inspection by JTS and its agents, including representatives of the Arkansas Highway and

Transportation Department upon request.

12. REPRESENTATIVES AND NOTICE

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

The representative of JTS shall be:

Harold W. Jones, President/Owner
Jones Transportation Service, Inc.
1617 Ramsey Avenue
Fayetteville, AR 72703

The representative of the City shall be:

Fred Hanna, Mayor
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Notice as required by the terms of this agreement shall be effective upon hand delivery, in writing, to the appropriate representative listed above five (5) days after written notice is mailed First Class, U. S. Postage, to said representative.

13. TIME OF PERFORMANCE

The initial term of this Agreement shall be from March 1, 1999, until December 31, 1999. After the end of the initial term, the City shall have the option to renew this Agreement for four (4) additional one year terms. Exercise of optional renewals will be by written agreement of both parties, the City of Fayetteville and JTS.

14. AGREEMENT AMENDMENTS

This Agreement may be modified at any time by a memorandum of understanding with the mutual agreement of both parties.

15. AGREEMENT TERMINATION

This Agreement may be terminated by one (1) of the following methods:

- (a) Either party may terminate this Agreement upon thirty (30) days' written notification, or
- (b) Both parties, by their mutual consent, may terminate this Agreement immediately.

IN WITNESS WHEREOF, this Agreement is signed and made effective by the following:


Harold W. Jones, President
Jones Transportation Service, Inc.


Date

Fred Hanna, Mayor
City of Fayetteville

Date



TROLLEY
I. B. 9

JONES TRANSPORTATION SERVICE, INC.
CARS • VANS • MINI-BUSES • TOUR BUSES • LIMOS

To The City Professional Selection Committee:

I feel that the Proposal that Jones Transportation Service, Inc. is submitting will address the requirements that the City is requesting. I feel that it is an honor to try to work with the City of Fayetteville on this project. Having been a resident of Fayetteville for a number of years, I am aware that we must work together to facilitate new projects to generate revenue for the City instead of losing out to our neighboring areas. Being on the Chamber of Commerce Transportation Committee and the Tourism Committee, I am committed to seeing that tourism will be a booming success for our local businesses. Due to the new highway, the excellent promotion by our Chamber of Commerce and of course the University, along with the City having so many unique things to offer, the Trolley Service can only grow and become more successful.

I hope that you as the Committee, will give our Proposal careful consideration and determine that we both have the same goals for the City of Fayetteville and be able to work hand in hand to make it successful.

Sincerely,

A handwritten signature in cursive script, reading 'Harold Jones', is written over a horizontal line.

Harold Jones, President
Jones Transportation Service, Inc.

JONES TRANSPORTATION SERVICE, INC.

COMPANY HISTORY:

Harold Jones started his transportation service with Hatfield Limousine in 1991 providing "off premise" transportation service from the Fayetteville Airport to serve the people and businesses in the Northwest Arkansas Region. In 1992 Jones Transportation Service, Inc. was established with Harold Jones as the Owner and CEO. "JTS" has been in operation for over seven years and has expanded its business to include town car sedans, limousines, vans, 14-26 passenger mini buses and 47 passenger motorcoaches. We provide service for hundreds of customers regularly and add additional ones daily. Our business is by private charter or reservation. We have established a good reputation for professional courteous service to our individual customers and the businesses we serve. Our motto is "We do it all!" Our Drivers must be over the age of 27, certified with a P or CDL on their current drivers licenses and approved by our Insurance Company who does a complete background check on each driver. They also go through an orientation provided by Mr. Jones and are evaluated every few months.

Mr. Jones is very active in community affairs and serves on both the Transportation Committee and the Tourism Committee of the Fayetteville

Chamber of Commerce. He presently serves as Commander of the Fayetteville American Legion Post 27, serves on the National Cemetery Board and has the honor of being selected to serve on several American Legion National Committees. He is also a member of the Am Vets of America and The Elks Club of Springdale. He has a subsidiary business, Jones Tours and has personally conducted tour groups in Northwest Arkansas and all over the country to include three trips to Washington D.C. for people of Northwest Arkansas. Harold is very civic minded and concerned with the growth and the future of Fayetteville and Northwest Arkansas. He is looking forward to working with the Mayor and The City of Fayetteville and assisting them in any way possible to assure that the "Trolley Operation" is successful.

2. COMPANY PERSONNEL:

Sue Russell has been with the company since its inception and works with Mr. Jones as his Administrative Assistant and Office Manager. She is responsible for scheduling, dispatching the drivers and communicating with the customers to make sure that the day to day operation runs smoothly. She is responsible for the bookkeeping and works closely with the Accountant, Kenneth Ball, to assure that the business is conducted in a professional manner. Sue has an extensive background in administration having worked as her late husband's legal assistant and office manager for nine years in his law office and for his other business ventures. She has an Associate Degree as a Medical Assistant and has worked in the medical field for physicians, clinics and hospitals as an administrator. Sue is currently pursuing a degree in medical Social Work at the University of Arkansas (in her spare time !) References are available upon request.

INSURANCE COVERAGE:

Jones Transportation Service, Inc. will carry vehicle insurance on all vehicles operating under this contract. Minimum coverage will be provided as such:

\$1,000,000 for a combined single limit

\$1,000,000 medical

\$50,000 uninsured motorist

Comprehensive with a \$500 deductible(to be paid by JTS if needed)

and Collision with a \$500 deductible(to be paid by JTS if needed.

JTS's coverage meets or exceeds the specifications outlined in no. 3 of the "Responses and Scope of Services."

4. Refer to Company History for a general description of the contractor's previous experience in the trolley/shuttle delivery business. ***See attachment A for list of customers.**

BILLING:

5. The city will be billed for the previous month's trolley services by the 15th day of the following month. The monthly bill will also include trip activity as outlined below. All requests for trolley service will be made through JTS for reservation and billing purposes. The office phone number is available 24 hours a day and the number is: **(501) 443-6646.**

ACTIVITY REPORTS:

6. JTS will provide a trip activity report within 15 days following the end of each month reporting history for the previous month. For the regular trolley route the following information will include: daily hours of operation, total monthly hours of operation, daily miles driven, total monthly miles driven, daily trips by passengers, and total monthly passenger trips. In addition, a schedule will be included which provides information on supplemental routes. This information will include the date of the special route, the group/person scheduling the special route, whether a City trolley or contract vehicle was utilized, the total passenger trips on the special route, the total time for the route, and the cost for the special route. All information on this schedule will be aggregated.

SPECIAL RATES:

7. If the City is requests a special route, the City will be billed for the route. If a special route is requested by a third party, the third party will be directly billed by **JTS**. **JTS** will be responsible for the collection of fees from third parties.

FEES:

8. **JTS** will clearly outline the proposed fee structure for providing trolley operation services. At a minimum the fees should list a proposed hourly fee for the following service types:

(a) Normal trolley driver route services using a vehicle provided by the City. All fees for this service will be due **JTS**.

(b) Normal trolley driver route services using a vehicle provided by **JTS**. All fees for this service will be due **JTS**.

The Fee schedule is as follows:

1. \$17.50 per hour for: Non Profit Group Rate
2. \$25.00 per hour for: Personal or Private Group Rate
3. \$29.90 per hour when **JTS** unit is used

(c) For supplemental route services using a vehicle provided by the City for a City or non-profit organization. For example, if the city(for a City Planning Commission Tour of an agenda site) or the Chamber of Commerce booked the trolley, the City would encourage a lower rate than that charged to for-profit organizations or individuals. All fees for this service will be due to **JTS**.

(d) For supplemental route services using a vehicle provided by the City for use by a person or organization other than a governmental or non-profit entity, the City will expect to receive a credit of at least \$7.50 per hour for this service to recoup overhead and maintenance expenses relating to the trolley. This credit will be reflected on the City's monthly bill.

(e) For supplemental route services using a vehicle provided by **JTS**, fees for this service will be due **JTS**.

The City will provide one fully equipped traditional style trolley (24 passenger, operates on diesel fuel and has a public address system installed with both internal and external speakers) and two reconditioned mini-buses that were painted to resemble traditional trolleys.

BACK-UP BUSES:

JTS has the ability to provide 'back-up' mini-buses, shuttles/trolleys that will be available if the City's trolley fleet is either over booked or undergoing maintenance. It is expected that a City Trolley/mini-bus will be used on all routes unless one is not available. We have four(4) mini buses that are 86's and 88's. They have all been refurbished and re-conditioned and are serviced on a regular 3,000 miles basis or sooner as may be deemed necessary.

ROUTE DEVELOPMENT:

JTS will agree to assist the City, from time to time, in route development. The purpose will be to make adjustments that would enhance the usage of the trolley while maintaining time and route boundary constraints. JTS will not be expected to pay for any publicity or promotional costs relating to the trolley program.

DRIVER SERVICES:

JTS will have a pool of drivers available to assist in operating both the normal daily route and supplemental route. These drivers will be familiar with downtown Fayetteville and will undergo a special orientation and training period (conducted by JTS) to prepare them to educate passengers about downtown Fayetteville and to answer location and directional type questions. The drivers will also adhere to guidelines provided by the City for dress, behavior, and any other items designated by the City that are performed while on duty. Drivers will have valid drivers licenses that are required by federal and state law to operate a trolley or shuttle bus, have a satisfactory driving record based on documentation from the Arkansas Department of Motor Vehicles and JTS's insurance company and will have demonstrated their ability to drive the City's or JTS's vehicles.

VEHICLE MAINTENANCE:

The City will provide vehicle maintenance at least every 3,000 miles or as needed. In addition, the City will ensure that the vehicles are licensed annually. The City will also provide fuel for the trolley(s) which will be available at the City's fueling sites.

If a vehicle owned by JTS is used on a trolley run, the hourly rate will reflect the full cost recovery including fuel charges. (This price is reflected in the fees as discussed earlier in this proposal).

JTS will equip each vehicle provided by the City and those that may be periodically used by JTS with a two-way communications system that will be monitored by a dispatch operator provided by JTS.

ATTACHMENT A:

1. Marilyn Snapp, Director of the Fayetteville Chamber of Commerce
Phone No.: 521-1710

We have provided transportation service to the Chamber of Commerce for over seven years. We have used our mini-buses and 47-passenger tour buses for designated tours and events around the Northwest Arkansas region, which are sponsored by the Chamber itself or for other parties that have contacted the Chamber needing transportation.

2. Alex Jerde, Manager, The Fayetteville Hilton
Phone No.: 442-5555

We have provided service to the Fayetteville Hilton for over seven years. We have furnished shuttle service to Razorback football and basketball games. We also provide sedan, van and limousine service at the request of their guests.

3. Inn at the Mill, Johnson, Arkansas
Phone No.: 443-1800 Attention: Mary - Night Reservations

We have provided their guests, which include many vendors for WalMart, with sedan, van, limousine and mini-bus service since they began business.

4. Gullivers International Travel, Fayetteville, Arkansas
Phone No.: 443-1300 Attention: Renee, Travel Consultant

We have provided group transportation service for Gullivers International for four years. The University of Arkansas Athletics Department schedules many of their out-of-town games through this agency.

5. Shellie Morrison, Owner of the Special Events Group
Phone No.: 444-8626

We began working with Shellie at the University of Arkansas Division of Continuing Education for all of the groups visiting the Continuing Education Center throughout the year, as well as for trips taken by the Center in the Northwest Arkansas area. We have used vans, mini-buses and coaches. Since that time, we have worked with her in her new business venture, "The Special Events Group". This has been an ongoing relationship for the past five years.

6. Christine Gunn, Social Chairman
Kappa Kappa Gamma Sorority, University of Arkansas
Phone No.: 444-7006

We have worked with the Sorority for four years providing safe and worry free transportation service to their special events, which average twice a month during the academic year. We provide mini-bus shuttle service.

7. Beaver Lake Aviation, Bentonville, Arkansas
Phone No.: 636-9400 Attention: Trudi

We have had a very good working relationship with Beaver Lake since the inception of our business. They have a private airstrip in Bentonville where corporate jets land. We are called upon by the corporate executives for ground transportation needs. We use our Lincoln town cars, vans and mini-buses.

8. The American Bar Association, Little Rock, Arkansas
Phone No.: 682-9400 Attention: Ms. Palmer

We have furnished buses for over 400 Judges and spouses for annual meetings in Northwest Arkansas. We have provided transportation for their functions for the past two years.

9. USA Limousine Service

Phone No.: 800-451-3011, Ext. 203 Attention: Kevin

We have worked with this service for the past four years; our services are usually requested on a weekly basis. We furnish sedans, limousines and mini-buses for their VIP customers to visit WalMart Headquarters and other corporations in the area.

10. Halmode, Norma Gullace, Vice-President

Phone No.: 212-564-7800

Halmode is one of the nation's largest clothing apparel companies, whose executives fly into the Tulsa International Airport. We provide transportation for them from the Tulsa Airport to WalMart Headquarters in Bentonville, Arkansas, as well as provide transportation during their stay in Northwest Arkansas, which averages a monthly four day visit. We have used sedans and limousines. Halmode has been our customer for three years.

The list is quite extensive, as we have provided service to many large corporations in Northwest Arkansas, and across the United States, Canada, Europe, Asia, Central and South America. Many CEO's, and their constituents, fly into this area to visit WalMart Headquarters and to other corporations, on a daily basis.

JTS has also provided transportation for nearly every department of the University of Arkansas for local and out-of-town events. In addition, we have worked with the fraternities and sororities on a weekly basis during the school months, providing safe shuttle service for special events.

Many area churches and schools have used our services for local and out-of-town trips. Our limousines are always called upon for Walton Art Center galas, as well as for weddings, birthdays, anniversaries, proms, and other special events.

Our service is by reservation, allowing us to provide our customers individualized special service, eliminating the necessity of renting a car or the possibility of getting lost or being late for important meetings.

Additional references are readily available. We proudly stand on our good reputation in the community, across the nation, and even abroad!

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of FEBRUARY 2, 1999

FROM:

MICKEY JACKSON, FIRE CHIEF

FIRE DEPARTMENT

Name Division Department

ACTION REQUIRED: APPROVAL OF BID OF FERRARA FIRE APPARATUS, INC., IN THE AMOUNT OF \$167,747 (BID #99-11) FOR A NEW FIRE DEPARTMENT PUMPING ENGINE.

COST TO CITY:

\$ 167,747.00	\$ 200,000	FIRE APPARATUS REPLACEMENT
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5802-00	\$ -0-	FIRE DEPT. IMPROVEMENT
Account Number	Funds Used To Date	Program Name
99022	\$ 200,000	SALES TAX CAPITAL IMPROVEMENT
Project Number	Remaining Balance	Fund FUND

BUDGET REVIEW:

0 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:

Division Head

Date

Cross Reference

Department Director

Date

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

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:

TEVILLE

DEPARTMENTAL CORRESPONDENCE

To: City Council of Fayetteville

Thru: Fred Hanna, Mayor 

From: Mickey Jackson, Fire Chief 

Date: January 13, 1999

RE: Approval of Fire Apparatus Bid

On January 11, bids were opened in Purchasing Director Peggy Vice's office for Bid #99-11, for a new fire department pumper. The budget for this project is \$200,000. The eight bids received ranged from \$162,422.00 to \$190,755.00. The lowest bid received listed several exceptions to our specifications. We cannot recommend acceptance of this bid because of the nature of some of these exceptions. These exceptions include payment upon delivery (which we don't do), too long a wheel base, and a lighter duty (cheaper) transmission.

The second lowest bid of \$167,747.00, meets our specifications with two very minor exceptions. This is easily the best overall bid we received, and our specifications state that we will determine whose bid is best overall and not necessarily accept the lowest bid.

I am recommending for your consideration approval of the bid of Ferrara Fire Apparatus, Incorporated, of Holden, Louisiana as the best bid submitted for this project. Ferrara is a very reputable fire apparatus manufacturer, having been in this business for many years.

If any of you have questions or need additional information concerning this project, please give me a call at 575-8365 (city extension 365) or come by the office. Thanks for your consideration of this important matter.

MJ/ca

INVITATION TO BID

BID 99-11
1.C.3

BID # 99-11	DATE ISSUED: December 15, 1998	DATE AND TIME OF OPENING: January 7, 1999, at 2:00 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:	
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Per attached specifications: PUMPER TYPE FIRE APPARATUS	1	\$167,747.00	\$167,747.00
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: Ferrara Fire Apparatus, Inc.		PHONE: 800- 443-9006	FED ID# 72-112-9363
	BUSINESS ADDRESS: 27855 James Chapel Rd.		CITY AND STATE: Holden, LA	
	AUTHORIZED SIGNATURE: 		TITLE: Chris Ferrara, President	
		DATE: 1/5/99		

BID: 99-11
DATE: 01/11/99
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: PUMPER TYPE FIRE APPARATUS

BIDDER	ITEM #1
BECKER FIRE EQUIP	\$186,692.00
LIVERNE FIRE APPARATUS	\$190,755.00
DARLEY	\$185,999.00
DAVIDS FIRE EQUIP	\$162,422.00
FERRARA	\$167,747.00
LEECO	\$176,490.00
JACK JENNINGS FIRE EQUIP	\$173,940.00 alt \$199,546.00
SMEAL FIRE APPARATUS	\$170,535.00

Certified by P. Via P Vice Purch Mgr
Witness R. Williams Date 1/11/99

1999 SPECIFICATIONS FOR PUMPER TYPE FIRE APPARATUS
FOR THE FAYETTEVILLE, ARKANSAS FIRE DEPARTMENT

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery of one (1) complete triple combination pumper type fire apparatus as hereinafter specified, to the Fayetteville, Arkansas Fire Department. These specifications cover the requirements regarding construction and tests to which the apparatus must conform with certain other details pertaining to finish, equipment, and appliances which must be made a part of the completed and delivered apparatus. Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer and/or bidder, who shall be solely responsible for the design and construction of all features. The apparatus shall conform to the requirements of National Fire Protection Association Pamphlet 1901, 1997 Edition, as a minimum specification, and exceed the requirements of said pamphlet where specified herein or where the manufacturer's standard equipment or quality of construction exceeds said requirements.

Prospective bidders who desire to submit bids for this apparatus within the bidding rules, but who may not be able to meet the specifications exactly in every detail are invited to submit their bids anyway, and such bids will be considered in deciding to whom a contract will be awarded, provided that all such deviations from these specifications must be listed in writing with the respective bid, and an explanation of the deviation from specification included. In any case however, the City of Fayetteville, Arkansas, represented by its Mayor, City Council, Purchasing Director, and

Fire Chief (hereinafter referred to as "the Purchaser"), retains the right to refuse any and/or all bids submitted for this project, and to determine fully by itself which bid is deemed best overall in the interests of the City of Fayetteville and its Fire Department.

The apparatus will be inspected and performance tested upon delivery prior to acceptance for compliance with the specifications and generally accepted good practices. Deviations will not be acceptable unless agreed to by the Purchaser prior to the executing of the contract or by subsequent agreement executed in writing by the Purchaser. Deviations from the specifications and/or generally accepted good practices not previously agreed to by the Purchaser will be deemed cause for rejection of the apparatus.

If at any time during the life of the apparatus, it is discovered that it did not meet the specifications herein contained when delivered and accepted, the bidder and/or manufacturer shall assume liability and make the necessary modifications or repairs at no cost to the Purchaser.

The following requirements will be strictly adhered to by the Purchaser, and bidders who cannot meet these requirements will be disqualified from consideration for bid award:

1. Company proposed to build the apparatus must be an established, reputable fire apparatus manufacturer, having been in business a minimum of ten (10) years and having built at least one hundred (100) apparatuses similar in design to the type specified herein. The company must be able to furnish a list of purchasers of similar apparatuses from their company if requested, with whom the Purchaser can check as to the quality and dependability of the unit(s) furnished.

1999 Pumper Type Fire Apparatus Specifications

2. The company proposed to build the apparatus must ascertain capability of furnishing parts, service, and technical assistance related to the apparatus for the next twenty (20) years.
3. The apparatus must be completely built and assembled in one or more plants inside the continental United States. The builder shall furnish to the Purchaser information regarding the location of the factory(s) where the apparatus is to be built.

QUALITY AND WORKMANSHIP

The design of the apparatus must embody the latest approved automotive engineering practices. Modular design and construction technique is preferred.

Workmanship must be of the highest quality in its respective field. Special consideration will be given to the following: accessibility of the various components which require periodic maintenance; ease of overall operation; and symmetrical proportioning of the overall apparatus.

Construction must be rugged with safety a high priority as it relates to design, construction, and operation of the apparatus. The apparatus must be designed to carry the loads of the rig as specified, with reserve, and to meet the road requirements and speed conditions as set forth later in these specs.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of any component parts for service or repair. All welding must be done by certified welders.

PERFORMANCE TESTS AND REQUIREMENTS

A road test will be conducted with the apparatus fully loaded, and a continuous run of ten miles or more will be made under varying road conditions. During this test the apparatus shall show no loss of power, overheating, or other malady indicative of inability to

1999 Pumper Type Fire Apparatus Specifications

perform normally. The drive train shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall have not less than 25% nor more than 45% of its weight on its front axle and not less than 55% nor more than 75% of its weight on its rear axle.

The following tests will be conducted with the apparatus fully loaded and ready for service with the Fayetteville Fire Department:

1. Standing start acceleration test - must achieve 45 mph within 30 seconds on level concrete or asphalt roadway - must not exceed recommended governed speed of the engine; must accomplish without manually changing the initially selected transmission range(drive).
2. Top speed test - must achieve 60 mph on level roadway without exceeding recommended governed engine speed.
3. Service brake test - must stop vehicle within 30 feet at 20 mph level roadway.
4. Parking brake test - parking brake system must hold vehicle motionless for a period of five minutes on an incline of approximately 20% with engine idling and transmission in neutral; tests to be conducted with brakes holding against both forward and backward motion.
5. The manufacturer shall conduct the standard Underwriters' Laboratories tests for such apparatus and furnish documentation of successful completion of said tests.

FAILURE TO MEET TEST REQUIREMENTS

In the event the apparatus fails to meet the test requirements of these specifications on first trials, second trials may be made at the option of the manufacturer within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with the requirements specified herein shall be cause for rejection of the apparatus.

1999 Pumper Type Fire Apparatus Specifications

Permission to keep or store the apparatus in any building owned or occupied by the Purchaser or its use by the Fayetteville Fire Department during the above specified period with the permission of the manufacturer shall not constitute acceptance.

LIABILITY

The successful bidder shall defend any and all suits and assume all liability for the use of any patented process, device, or article forming a part of the apparatus or any appliance furnished under the contract.

DELIVERY

The manufacturer shall state with his bid the number of working days and/or calendar days needed for construction and delivery of the apparatus after the contract is executed.

The manufacturer shall deliver the unit to the Purchaser and shall furnish to the Purchaser a qualified delivery engineer who shall remain in the City of Fayetteville a sufficient length of time to instruct Fire Department personnel in the operation, care, and maintenance of the apparatus.

Method of delivery is left to the discretion of the manufacturer, but subject to the approval of the purchaser. Overland delivery will be acceptable provided that the apparatus is driven to Fayetteville via the shortest and/or most direct route from the manufacturer's factory to the City of Fayetteville. Diversion to alternative locations for purposes of storage, display, showing, mounting equipment, or for any other reason will not be acceptable without the expressed consent of the Purchaser.

Bidders are advised that no final payment for the apparatus will be made upon delivery until the completed apparatus and all equipment included in these specifications have been delivered, tested, and accepted. The unit will be paid for when it and all equipment listed herein have been accepted and are ready to be put

1999 Pumper Type Fire Apparatus Specifications

into service.

The following documents must be delivered with the apparatus:

1. Two copies of complete operations and maintenance manuals for the chassis, engine, pump, apparatus wiring, transmission, and equipment.
2. All required U.L. Certification Test documents.
3. Any other documentation expressly specified herein.

WARRANTY

The manufacturer shall warrant the entire apparatus to be free of defects in workmanship or materials for a period of one (1) year from the date of acceptance by the Fayetteville Fire Department. Warranties on components exceeding one year shall remain in force and shall be passed on by the apparatus manufacturer. This warranty shall cover the costs of parts and labor for the warranty period. Bidders shall submit with their proposals a complete description of the warranty to be furnished.

AWARDING OF CONTRACT

The contract will be awarded to the bidder deemed by the Purchaser to have submitted the best bid overall subject to the Purchaser's retained right to not accept any of the bids.

CHASSIS, CAB, AND POWER TRAIN SPECIFICATIONS

The cab/chassis shall be a Freightliner, Model FL 80, with four door cab. It shall have riding spaces for at least five personnel, two in the front and at least three in the rear. Fire personnel shall be able to ride comfortably in the cab when outfitted with full protective clothing. Each riding position shall be designed with comfort and safety as primary factors. Provision shall be made at each rear cab riding position and at the officer's position

1999 Pumper Type Fire Apparatus Specifications

in the front section for mounting of self-contained breathing apparatus (Scott Air Pak Model "Fifty", 2216psi). This shall be accomplished by the mounting of seats specifically designed for this purpose ("SCBA seats").

The driver's seat shall be of the adjustable air ride type, high backed, and designed for maximum comfort and safety.

All four doors of the apparatus shall open outward from the side of the cab. Front and rear doors on each side shall open in parallel arcs. Each cab door shall have a stainless steel or polished aluminum scuff plate installed on the inside of the door, covering from the bottom of the door to at least nine inches (9") above the bottom.

The entire interior of the cab shall be as one compartment with no dividing partition between the front section and the rear section.

Each riding position including the driver's shall be large enough to accommodate a fully geared firefighter approximately six feet, five inches tall, weighing approximately two hundred and twenty-five pounds (225) with adequate head, leg, and side room.

STRENGTH, STABILITY, AND DURABILITY OF CHASSIS

The apparatus manufacturer shall certify that the chassis being furnished for this unit is structurally and operationally sound for the application intended and is designed to maintain that soundness for the life of the unit, given normal use and maintenance. Factors to be included in determining the structural and operational soundness of the chassis shall include, but not be limited to the following:

1. The frame and sub-frame.
2. The wheelbase (Fayetteville is a city of hills and short radius turns. Thus it is the desire of the purchaser to keep the wheelbase as short as practical, keeping

1999 Pumper Type Fire Apparatus Specifications

personnel safety and operational efficiency as primary factors. Bidders should include a specific reference with their bids stating the wheel base of the finished unit they are proposing).

3. The front axle and suspension system. Front axle to have minimum capacity rating of 12,000 pounds. Heavy duty telescoping shock absorbers (Monroe Magnum 70, or equal) are to be used on the front axle. Oil seals with viewing windows must be provided also, Chicago Rawhide oil seals, or equal.
4. Rear axle and suspension system. Single rear axle required. Rear axle capacity rating not less than 23,000 pounds. Single speed differential required allowing a top speed of 65 m.p.h., $\pm$ 5. All springs shall be compatible with the corresponding axle and shall have readily accessible lubrication fittings. Front springs shall be of the taper leaf type.
5. The wheels and tires - tires to have expected service life of not less than ten years for this application. Front tires to be Michelin XZA2UR22.5, 14-ply highway tread, rear tires to be Michelin XDN11R22.5, 16-ply all terrain type. Wheels to be steel disc, ten hole, Budd Accuride type 8.25" X 22.5".
6. The cooling system - radiator core, tubing, fittings, etc., shall be of brass and copper materials, all heavy duty. Cooling system shall meet or exceed requirements of engine manufacturer under all truck operating conditions. Low coolant sight glass required.
7. The fuel storage and fuel pumping system - minimum fuel storage capacity of fifty gallons required; aluminum fuel tank required.
8. The exhaust system (exhaust system not expected to last the life of the unit, but must be designed to properly

1999 Pumper Type Fire Apparatus Specifications

'vent' the engine) - exhaust gases shall discharge from a chrome tipped pipe in front of the right rear wheels.

9. The drive train (engine/transmission specifications contained later herein).
10. The steering system - Heavy duty integral hydraulic power assisted steering required, rated for this chassis and its intended use. Steering wheel diameter minimum nineteen inches.
11. The braking system - must meet or exceed Federal Standard FMVSS-121; full air brakes required with rapid pressure build up system; compressor capacity at least 15.5 CFM; must build up to 70 psi within 30 seconds when system is empty. Heated air dryer required. Brakes to be disc type on all wheels; spring activated emergency/parking brakes required on rear axle chambers with control and indicator light in cab; automatic slack adjusters provided on all brakes. All anti-lock brake system (ABS) required with Acceleration Slip Resistance (ASR) or Automatic Traction Control (ATC) or comparable anti-slip features included.

12. ELECTRICAL SYSTEM

The body electrical system shall be designed as an integrated electrical package specifically engineered for fire apparatus application. The integrated electrical system will be comprised of a central power distribution panel which interfaces to the body and chassis through an engineered harness system.

The electrical distribution panel and circuits must be housed in a sealed enclosure. All circuit entry points to the distribution panel must be made through locking bulkhead style connectors which are sealed at the panel wall by formed gaskets. The distribution panel will incorporate a sealed bulkhead style stud for the main power source connection to the internal circuits. A grounding stud shall be incorporated onto the panel enclosure.

1999 Pumper Type Fire Apparatus Specifications

All internal wire end terminals, including locking bulkhead connectors, shall be mechanically affixed to the wire ends by machine terminal crimping presses. No hand crimped terminals will be acceptable.

All internal splices shall be ultrasonically welded connections....no butt style connections will be acceptable. All internal wiring shall be of the high temperature GXL type wire and shall be protected by wiring duct wherever possible.

The electrical distribution panel shall consist of seven (7) power distribution relays. The power distribution relays shall be replaceable, SPDT automotive style, rated at a minimum of 30 amperes. The power distribution relay activation circuit polarity shall be selectable between positive or ground input. Each relay shall be protected by an appropriately rated circuit breaker.

Diagnostic LED's shall be present to indicate when the switch input is activated, the polarity of the switch activation signal, power to the relay buss, and power through the relay when activated.

The power distribution relays shall incorporate separate inputs which are able to readily accept outputs from a load management system. The load management inputs must allow for the addition of a load management system before, during or after the time of delivery without requiring and rewiring of the existing distribution panel circuits. The input switch diagnostic LED's shall be configured so that the indicator is controlled by the load management inputs.

Connections to the distribution panel shall utilize spring loaded "cage clamp" style connectors (Wago or equivalent) wherever possible. Screw clamp type connections are not acceptable.

The electrical distribution panel shall incorporate a pump interlock module. The module shall control the interlock circuit to meet the current NFPA pump engagement requirements. Diagnostic LED's shall be present to indicate the interlock signals of Park-Brake, Neutral, Pump-in-Gear and O.K.-to-Pump circuits.

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The pump interlock module shall be programmable to accept the specific input polarity of the interlock signals to minimize the use of redundant inverting circuits.

The distribution panel shall also contain circuits ancillary to the required DOT signals and other body functions.

The complete body electrical system shall be 100% documented and contain independent circuit diagrams with point to point wiring information, as well as a general component diagram attached to the inside cover of the distribution panel enclosure.

The body electrical panel shall be capable of being completely disconnected and fully tested by a computerized circuit analyzer. A computer printout of the tested enclosure shall be provided upon request.

All electrical equipment switches shall be mounted on a removable switch panel mounted in the cab easily accessible and serviceable. Light switches shall be of the rocker type with integral indicator light to show when lights are energized. All switches shall be appropriately identified. Also, all switches used on this panel shall be of the type that are readily available at local auto/truck parts outlets and shall not require special ordering from the apparatus manufacturer.

12 VOLT TESTING

The apparatus low voltage system shall be tested and certified. A copy of certification shall be provided to the purchaser with the apparatus.

RESERVE CAPACITY TEST

The unit shall be run until all engine and engine compartment temperatures are stabilized and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be shut-off after (10) minutes and the battery system shall then be capable of restarting the engine.

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ALTERNATOR PERFORMANCE TEST AT IDLE

The alternator shall be tested to assure that it will handle all normal loads including warning lights at engine idle.

TOTAL SYSTEM MANAGER - CLASS 1

The apparatus shall be equipped with a Class 1 Total System Manager or comparable electrical system load management system.

The system manager shall have a digital display to indicate system voltage in normal operation mode and also indicate the output configuration during programmable mode.

The system manager shall be protected against reverse polarity and shorted outputs, and be enclosed in a metal enclosure to enhance EMR/RFI protection.

The system manager shall have a cab display to indicate power on, low battery, and fast idle activation.

FLUID CAPACITY PLATE

A permanently affixed fluid data plate shall be installed in the driving compartment to indicate the type and qualities of the following fluids used in the vehicle.

- A. Engine Oil
- B. Engine Coolant
- C. Chassis Transmission Fluid
- D. Pump Transmission Lubrication Fluid
- E. Pump Primer Fluid (if applicable)
- F. Drive Axle Lubrication Fluid
- G. Air Conditioning Refrigerant
- H. Air Conditioning Lubrication Oil
- I. Power Steering Fluid
- J. Cab Tilt Mechanism Fluid
- K. Transfer Case Fluid
- L. Air Compressor System Lubricant

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M. Generator System Lubricant

The following information shall also be supplied on the Fluid Data Plate:

- A. Chassis Manufacturer
- B. Production Number
- C. Paint Number
- D. Year Built
- E. Date Shipped
- F. Vehicle Identification Number

POWER TRAIN

The engine shall be a Cummins ISC 330 horsepower @ 2200 RPM. The engine shall be equipped with all standard and optional equipment recommended by Cummins for this application.

The transmission shall be an Allison Model MD 3066R with specialty rating and all other standard and optional features recommended by Allison for this application. An electric backup alarm shall also be provided. The transmission shall have only one overdrive ratio above direct drive, five forward ratios total. Transmission shall also be equipped with brake assisting speed retarder.

TOW HOOKS AND EYES

Two heavy duty chrome plated tow hooks or eyes shall be provided on the front and rear of the apparatus, bolted directly to the frame.

CAB LIGHTING

The cab shall be equipped with the standard array of headlights, spot lights, turn indicators, emergency flashers, ICC flashers, clearance and marker lights, cab dome lighting, and door operated step lights at cab entrances normally used for such applications.

ADDITIONAL SPECIFICATIONS APPLYING TO VEHICLE CAB

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In addition to the requirements previously specified herein, the vehicle cab shall be equipped with the following instruments:

1. Electronic tachometer, with hour meter.
2. Electronic speedometer, with odometer.
3. Dual air gauges with warning lights and buzzer.
4. Oil pressure and water temperature gauges.
5. Voltmeter and Ammeter.
6. Fuel level gauge.
7. Headlight high beam indicator.
8. Self-canceling turn indicator with hazard switch.
9. Large capacity, heavy duty heater/defroster.
10. 45,000 BTU air conditioning unit inside cab with 65,000 condenser. All cab walls to be insulated with one inch (1") Styrofoam. Insulation to be hidden behind vinyl or metal liner...same color as cab interior.
11. One outside spot light on each side of the front of the cab, operable from inside cab, mounted through doorpost or front of cab, Unity or equal, minimum 6 inches in diameter, with halogen lamp.
12. Cab map light with 20 inch flexible goose neck, integral switch, and 15 watt halogen bulb.
13. Deluxe VelVac or comparable "Bus Type" stainless steel mirrors with 6.5" x 10" flat and 6" x 6.5" convex sections mounted on each side of cab. Mirrors to be electrically adjustable from inside apparatus cab.
14. Siren - There shall be one electronic (Federal Model PA-

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- 500-F, or comparable) siren. The electronic siren shall be operable from controls on the siren amplifier only and shall feed its audio into one Federal or comparable speaker (100 watt) which shall be mounted recessed into the cab bumper.
15. Air horns - Two Grover #1501 stutter tone, or comparable, air horns shall be mounted recessed into the cab bumper with activating controls easily accessed by both officer and driver.
 16. Alternator - The truck shall come equipped with a heavy duty alternator, minimum rated output of 270 amps.
 17. Radio compartment, waterproof, located beneath officer's seat or between seats; compartment must allow for mounting of two-way radio in such a way as to be easily accessible for maintenance and repair.
 18. Heavy duty insulation package to provide sound penetration rating of not over 85 decibels while the vehicle is in full emergency response mode.
 19. Padded dashboard and firewall.
 20. Padded cab doors with map pockets.
 21. Cab instrumentation shall comply with SAE Standard J680B.
 22. Handrails - 1 1/4" heavy duty brushed stainless steel or polished aluminum with polished chrome brackets - one each side at each entrance to assist entering each safely.
 23. Manufacturer's standard cab interior where not otherwise specified herein.
 24. A quick connect coupling for air tools or for charging system shall be provided with female twist quick release mounted in an easily accessible location.

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25. Individual, electric windshield wipers.

BODY/COMPARTMENTS SPECIFICATIONS

It is the intention of the Purchaser not to "write out" any reputable pumper/apparatus manufacturer on the basis of body and compartment construction. We will accept any reputable (established) pumper manufacturer's standard body compartment configuration as long as the following provisions are met:

1. Manufacturer's top of the line all aluminum construction and configuration.
2. Left side - not less than four (4) compartments, each as large as practical, with at least two "high side" compartments each large enough to accommodate three thirty-minute SCBA units mounted in Ziamatic type brackets with room for masks and regulators and mounted in such a way as to be easily and quickly removable for fast donning. The rear high side compartment shall come equipped with the proper Ziamatic brackets for three thirty minute rated (2216 psi fill) Scott "Fifty" air packs, mounted so that the Scott SCBA will stand in the brackets with the cylinder valves up or toward the top of the compartment. Ziamatic brackets shall be mounted in a "runway" attached to the apparatus body having slotted centers so that the brackets are easily movable (adjustable) frontward or rearward and easily removable and replaceable.
3. Right side - Two compartments, 1 each in front of and behind rear wheels, with each as large as can be safely and effectively functionally provided.
4. A rectangular compartment above the right side compartments and the right rear wheels, running the entire length of the body from the rear of the right rear compartment to the front of the right front compartment (under ladders), as deep as can be practically made, and having two horizontally hinged, downward opening doors, each of the same dimensions. Door opening height for

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these compartments shall be at least seven (7) inches.

5. One compartment at rear above rear step - minimum size forty inches (40) wide, twenty-eight (28) inches high, twenty-two (22) inches deep. This compartment shall be single and separate from the side compartments behind the rear wheels.
6. A tool compartment shall be provided below the hosebed above the rear compartment. Minimum door opening for this compartment; 10" high x 30" wide x 12" deep.
7. Dri-Deck flooring shall be installed in all the above compartments.
8. There shall be four (4) tubular type SCBA cylinder compartments located in the rear wheel wells, two on each side. These compartments shall be well affixed to the wheel well by seam welding. The bottom of the tubes shall also be supported to eliminate cracking from vibration. The tubes shall be vented to prevent moisture accumulation. Doors for these compartments shall be cast aluminum with a positive latch. Compartments shall be lined with a material to protect the air cylinder finish.
9. Doors for all compartments except the long rectangular compartments under the ladders, and the tool compartment immediately below the hose bed, shall be of the "roll-up" type. These shall be heavy duty, designed for fire service applications. All roll-up doors shall be Rollomatic/Robinson Shutters, or equal, installed according to the manufacturer's instructions.
10. The horizontally hinged doors for the long rectangular compartments and the rear tool compartment shall be of the manufacturer's top quality, designed to make these compartments water tight when closed. These doors shall have Eberhard #206 double catching two point safety slam type latches with flush mounted "D" ring handles designed for easy use while wearing gloves. They shall have

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polished stainless steel continuous hinges with a pin diameter of at least .1875 inch. These doors shall also have positive mechanical stops or holders to hold the doors open in a position perpendicular or nearly perpendicular to the apparatus body, and easily released for closing.

11. All compartments must be well lighted, lights to come on when doors are open with battery switch on; lights shall go off when doors are closed.
12. Doors must adequately vent compartment when door is closed.

FENDERS, RUNNING BOARDS, AND EDGES

Fenders shall be heavy duty design, fabricated for long life. They shall be the manufacturer's top of the line. Rear fenders shall have chrome or polished aluminum fenderettes around facings.

All running boards, steps, and trim pieces shall be of minimum 1/8" bright finish aluminum tread plate. All edges and corners shall be rounded and deburred to prevent snagging and injury. Additional tread plate shall be furnished as follows:

1. 4" kickplates above running boards wherever necessary to protect body.
2. All surfaces over compartments or on top of body where personnel may walk or equipment may be mounted.
3. Entire rear face of body.
4. Battery box covers.

HOSE BED

The hose bed shall be of aluminum construction throughout,

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reinforced where necessary. The interior shall be smooth and free from all projections such as nuts, sharp angles, or brackets which might damage the hose.

The hose bed shall be divided into six (6) compartments, each having a capacity as follows: Standing behind the truck and facing the rear of the truck, the first hose compartment on the left (driver's side) can be counted as number 1, the next one to the right as number 2, and so on across the hose bed from left to right, numbered consecutively.

Hose bed #1 shall have ample space to carry 250 feet of 1 3/4" 100% synthetic double jacketed fire hose connected together from five (5) fifty foot sections.

Hose bed #2 shall be the same as hose bed #1.

Hose bed #3 shall have ample space to carry 800 feet of 3" 100% synthetic double jacketed fire hose, connected together from sixteen (16) fifty foot sections.

Hose bed #4 shall have ample space to carry 800 feet of 5" hose, Snap Tite DuraLite, or equal, connected together from eight (8) 100 foot sections with Storz type couplings.

Hose beds #5 and #6 shall be the same as hose beds #1 and #2.

Each hose bed compartment shall be partitioned off from the adjacent compartment by an aluminum divider. All dividers shall be mounted in such a way as to be readily movable without removing the divider from the hose bed. Dividers shall also be designed though to be readily removable from the bed if needed.

BOOSTER TANK

The booster tank shall be a UPF Poly-Tank II E, with a minimum of 750 gallons capacity. The tank shall have a lifetime warranty against corrosion and any other type of tank failure not related to misuse or abuse. The booster tank shall be connected to the intake

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side of the fire pump with hard rubber tubing through a 3 ½ inch or larger full flow ball valve with the control at the pump panel. Tank to pump line shall run straight (no elbows) from the tank to the pump. There shall be a check valve in the pump inlet opening to prevent water under pressure admitted to the pump from another source from backing up into the tank (3/16" hole in check valve ok).

Tank mounting, removal capability, baffling, filler, overflow, and other pertinent features shall comply with the requirements of NFPA #1901.

FIRE PUMP AND ACCESSORIES

The fire pump shall be a Waterous single stage, centrifugal, rated at 1250 gpm capacity at 150 psi net pump pressure and fully complying with NFPA 1901 requirements.

The driver of the apparatus must be able to completely engage the pump on the apparatus without leaving the cab. Indicator lights shall be provided to tell the operator when the vehicle is in pumping mode, road mode, or neutral. Said lights shall be located in the cab in front of the driver's position and just adjacent to the throttle control on the pump operator's panel.

The pump shall be equipped with a positive, efficient pressure control device which, when properly set, will not allow a pressure increase of more than twenty (20) psi when a flow of 1250 gpm is slowly shut off. Pressure control indicator shall be included to show when the device is operating or in stand-by readiness.

The pump shall be equipped with an electrically driven, positive displacement, rotary type priming device.

Each main pump suction shall include a removable strainer to prevent entry of damaging particles into the pump impeller.

Other required features related to the fire pump:

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1. Six inch main pump inlet manifold on each side of apparatus with a Snap Tite (or comparable) 6" NST female (swivel) to 5" Storz connector adapter (gated) on each side. All inlet valves shall have air bleeders on the hose side of the valve with minimum air passage ways of 1/4 inch with no restriction when air bleeder valve is open. Main pump inlet manifolds to be of the short type, protruding not more than 2 1/4 inches outside body panels.
2. All essential pump controls including intake and discharge valves, relief valve, primer, throttle control, gauges, heat exchanger, etc., shall be operable from the pump operator's position amidship on the left side of the apparatus except the right side Snap Tite inlet valve, and the gated wye controls on the rear of the apparatus as to be specified subsequently herein.
3. There shall be two (2) 2 1/2" discharges on each side of the apparatus, on and directly across from the pump panel, each controlled by a ball type, push-pull operated, all bronze bodied, full flow 2 1/2" valve.
4. There shall also be two 2 1/2" outlets, one on each side, at the rear, protruding out the rear panels just below the hose bed. The outlets shall be piped off the pump with three inch (3") piping, controlled by separate 3" ball type, push-pull, bronze, full flow valves. The three inch pipes shall culminate into a 3" N.P.T. female to 2 1/2" N.S.T. male chrome plated or polished aluminum adaptor. Adequate clearance shall be allowed on each rear discharge to connect a 2 1/2" x 1 1/2" x 1 1/2" gated wye adapter and freely open and close the gates on the wye when it is in the horizontal position. However, these outlets shall not be located so as to interfere with hose being pulled out or being paid out of any section of the hose bed. 3" rear discharge piping shall not pass through booster tank.
5. Each 2 1/2" outlet shall have a 3/4" drain valve, connected on the discharge side of the outlet valve and controlled

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by easily accessible valve controls, three on each side of the truck. Rear discharge drain controls may be at the rear of the truck, directly under the outlet.

6. There shall also be a 3" deck gun riser coming off the pump discharge in such a way that a permanently mounted deck gun can be used effectively and safely. This piping shall be installed securely so that no movement occurs when the deck gun is in use at high flows and/or high pressures. This riser shall be gated and controlled at the pump operator's panel also. This valve shall be of the slow-close type prohibiting opening/closing of the valve in less than three seconds.

GAUGES

There shall be a discharge gauge connected to each of the six 2 ½" outlets, connected on the discharge side of the valve, and mounted on the pump operator's panel, numbered and color coded to correspond with the outlet to which each gauge is connected. Valve controls, gauges, and drains shall be common color code identifiable.

There shall also be an individual discharge pressure gauge in the piping to the deck gun, also connected on the discharge side of the valve and mounted on the pump panel. This gauge and valve control shall be color coded red with white letters.

All the aforementioned gauges are to be 3" in diameter, graduated to 400 psi, liquid filled, freeze resistant type, products of Span Instruments of Plano, Texas, or equal.

There shall also be a master discharge gauge (0 - 600 psi) connected to the pump chamber as close as practical to where the water leaves the pump and mounted on the pump panel in a readily distinguishable setting. There shall also be an intake pressure (compound) gauge (30 in. Hg to 300 or 400 psi) connected as close

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as practical to where the water enters the pump and mounted on the pump panel in a readily distinguishable setting. These master gauges shall be at least 4 1/4 inches in diameter, liquid filled, freeze resistant type, products of Span Instrument, or equal.

The pump to gauge lines shall be designed with enough flexibility to allow the gauge panel on the pump panel to be of the vertically hinged "swing out" type for easy access to the rear of all gauges.

The gauge panel and pump operator's panel shall be covered with a non-glaring, non-reflective black vinyl surface material. Lighting, sufficient to well illuminate the pump operator's panel, shall be provided controlled by a switch on the panel.

Additionally, the pump operator's panel shall contain an electronic type engine throttle control and a control for a heat exchanger type auxiliary engine cooling device (no radiator fill valve). Other control devices on the pump panel shall be provided as required by NFPA #1901.

BOOSTER HOSE REELS

The truck shall have one (1) booster hose reel mounted directly behind the cab, either side, at the frontmost part of the body, above the pump. The reel shall come equipped with two hundred fifty feet (250') of one inch (1") booster hose, 800 psi test. The one inch hose line shall have a KK Products Model DQS40 nozzle rated at 5-10-24-40 gpm at 100 psi. This nozzle shall be mounted in some kind of substantial holder on the same side of the apparatus as the reel and in such a way as to make accessing and pulling the booster line off the reel as easy as practical. The reel shall be of the electric rewind type with push button switches, hand or foot operable, on the corresponding side of the truck. The reel shall have stainless steel rollers to act as guides to make pulling and rewinding the hose easier. The outside hose guide rollers shall be constructed and mounted in such a way that the hose will pass over the roller approximately six inches (6") outside the apparatus body. The hose guide rollers shall also be mounted in such a way as

1999 Pumper Type Fire Apparatus Specifications

to allow the reel hose line to be pulled from either side of the truck.

The reel shall be mounted in such a way that at least the top half of the reel and the hose wound thereon are visible to someone standing on the ground beside the apparatus and directly beneath the reel.

The piping to the reel shall include a push-pull operated valve, controllable from the pump panel. The piping from the pump to the reel hose line shall be adequate to enable the reel hose line to be flowing fifty (50) gallons of water per minute with a pressure loss not exceeding twenty (20) psi between the pump master gauge and the reel inlet.

DECK GUN

Mounted between the front (cab end) of the hose bed and the front of the apparatus body, on the side opposite the hose reel in a location readily accessible for manual operation, shall be a Akron Apollo Style 3422 deckgun connected to the pump discharge by piping not smaller than 3 inches (3"), coming off a 3" slow open valve connected directly to the pump discharge provided for a deck gun, and operable from the pump panel.

The deck gun shall be mounted in such a manner as to have freedom to turn 360 degrees in either direction and to discharge water at or below horizontal. It should also be mounted in such a manner as to be safe for operating by one firefighter while discharging 1,100 gallons per minute through a 1 3/4" nozzle tip at 150 psi nozzle pressure in any operable position. It shall also be mounted and piped in such a way that when a water flow of 1,000 gallons per minute is discharging from the nozzle tip, the pressure loss between the master pump discharge gauge and a pitot tube gauge reading the nozzle pressure will not exceed 50 psi.

The deck gun shall have a detachable, lightweight stream shaper with thread on each end to be 2 1/2" NST, Akron style 3488, or equal.

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Nozzles for the deck gun shall be stacked solid stream tips of 1 3/8", 1 1/2", 1 3/4", and 2" (Akron style 2499 Akrolite, or equal). Also, included shall be the optional portable monitor base for the Apollo gun, having two 2 1/2" female swivel inlets.

LADDERS

Three (3) ladders shall be furnished and mounted on the apparatus as follows:

On the right side shall be a twenty-four (24) foot, two-section extension ladder and a fourteen (14) foot roof ladder, each of aluminum construction. These shall be products of, or equal to similar products of, the Duo-Safety Company of Oshkosh, Wisconsin.

Also included shall be a ten (10) foot folding aluminum attic ladder (Duo-Safety or equal). This ladder shall be mounted in an accessible location and in such a way as to be readily removable.

ELECTRIC LIGHTS AND WARNING DEVICES

In addition to the lights furnished and/or required with the chassis, there shall be provided the following lights and warning devices:

Emergency Scene Lighting..Two telescoping emergency scene floodlights mounted onto the rear of the apparatus cab, or onto the front (cab end) of the body, one on each side. These lights shall be capable of 360 degree manual rotation when extended. They shall also be wired directly to a switch or circuit breaker box which has a power cord permanently extended to the generator compartment and which can be manually plugged into a generator outlet. Lamps for these lights shall be 500 watt, quartz type. Extending flood lights shall be Fire Research Corporation model LT530-S, or equal.

Two 6" diameter rear swivel deck lights mounted above the tailboard handrail, one on each side, with flood type lamps, not less than 6,000 candle power (halogen type) each.

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Two Public Safety Equipment Company Model 550 rotating red lights (or comparable), one each side, installed above the hosebed. These lights to be controlled by a switch in the cab.

Two alternately flashing red lights on the front of the cab, one each side, mounted inside the headlights. The same switch shall control these and the rear rotating red lights.

Mounted atop the truck cab shall be a Federal Street Hawk light bar with red lenses on both sides and with amber flashing takedown style lights to the rear, clear flashing takedown lights on the front, and clear solid "alley lights" to each side. Control switches for this system to also be in truck cab readily accessible to the driver. Additional warning lighting shall be provided as necessary to comply with the current requirements of NFPA #1901.

PREPARATION AND PAINTING - BODY AND CAB

All exposed metal surfaces not chrome plated, polished stainless steel, or bright aluminum tread plate shall be thoroughly cleaned and prepared for painting. The aluminum surfaces shall be properly etched using a high pressure and high temperature acid etching system. All steel surfaces shall be properly treated using a 3-phase high temperature cleaning/phosphatizing system. All irregularities in painted surfaces shall be rubbed down and all seams shall be caulked before the application of the finish coat. Both the cab and body shall be painted.

All removable items such as wheels, brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure finish paint behind all mounted items. Body assemblies that cannot be finish painted after assembly are to be finish painted before assembly. Both aluminum and steel surfaces to be painted shall be primed with a two-component primer which is compatible with the finish coat.

The apparatus is to be finish coated red with premium quality urethane topcoat, providing a surface gloss of 90 percent reflection measured on a 60 degree geometry. The color is to be

1999 Pumper Type Fire Apparatus Specifications

Candy Apple Red.

An isolation tape or gasket material is to be used prior to reassembly or reinstallation of the lights, handrails, door hardware, etc. to prevent any damage to the finished painted surfaces.

Compartment interiors shall be painted with a mar/scratch/chip resistant finish.

LETTERING

Mylar/Mylar, gold/black shaded lettering, 3", is to be provided as follows:

- (1) On each front door of the apparatus are to be the words:

FAYETTEVILLE FIRE DEPARTMENT.

STRIPING

Mylar gold striping is to be provided along the top, bottom, front, and rear edges of the body with scrolls in each corner, accented with a pin stripe.

A ten inch (10") white scotchlite band shall be provided around the apparatus at headlight level. This band shall surround the entire truck, breaking only where necessary for obstructions, door openings, etc.

ADDITIONAL EQUIPMENT TO BE INCLUDED (PER UNIT)

- 1 - Red nylon hose bed cover, installed.
- 4 - Akron brass "Assault" nozzles rated at 125 GPM at 75PSI with pistol grip handles, Akron style #4820.

Pike Poles One ten foot, one (1) six foot, products of Duo-Safety, or equal; fiberglass handles required,

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mounted.

Axes One 6 pound pick head and one 6 pound flat head axe, fire service quality, with brackets, mounted prior to acceptance; all axes to have fiberglass handles.

Hand Lights Two streamlight SL-20 lights with vehicle chargers mounted inside truck cab, one in front, one in rear; and two Streamlight SL-40 Fire System hand lights with vehicle chargers mounted, one in front, one in rear of cab.

Generator - One Honda Model EM-5000S generator to be mounted in the low side compartment, right rear, mounted to slide in and out on a tray, or sliding frame/skid, operable on the slide or removed for remote operation; generator to be wired into chassis electrical system to allow starting off truck batteries.

Wye Adapters - Two 2 ½" NST(F) to two 1 ½" NST(M) gated, Akron #2581, or equal.

Double Male/Female Adapters - One set, lightweight, NST.

Wrenches - Four combination storz/hydrant wrenches with holders, mounted; 2 spanner wrenches (Akron #10); 2 spanner wrenches (Akron #19);

Other - Six (6) Elkhart #320 running board mounts, not mounted on delivery.

One, (1) Akron #1828 - 2 ½" hydrant valve, mounted.

PPV Fan One (1) RamFan Model GF165

Miscellaneous - At least one of any special tools required in the normal maintenance, testing, disassembly, or assembly of the

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apparatus or its component parts shall be included with the apparatus upon delivery. This does not include regular wrenches or other devices normally available from local outlets, but custom made or designed tools specifically necessary to properly work on this apparatus or its parts.

APPARATUS TESTS

The apparatus shall be subjected to and approved by each of the following tests:

1. Underwriters Laboratories Certification Test at the manufacturer's plant, results of which must be delivered with the apparatus. It shall be at the option of the Purchaser whether to have a representative witness this test, but if it is decided to do so, the Purchaser will furnish the travel expenses necessary.
2. Various acceptance tests conducted by the Purchaser after delivery, but before acceptance, to ascertain that the apparatus meets certain specific requirements of these specifications.

EXCEPTIONS TO SPECIFICATIONS

Interested representatives who cannot exactly meet these specifications are invited to submit proposals anyway, provided that all exceptions which they propose to these specifications are listed in writing with the respective proposal.

CHASSIS PRE-PAYMENT OPTION

Each bid shall include an option of pre-paying the cost of the chassis upon receipt by the apparatus manufacturer with an explanation of any corresponding decrease in the total bid.

QUESTIONS, INQUIRIES

Questions or inquiries concerning the specifications pertaining to the apparatus described herein may be directed to:

Mickey Jackson, Chief
Fayetteville Fire Department
303 West Center
Fayetteville, Arkansas 72701
501-575-8365

Questions pertaining to the bidding process should be directed to:

Peggy Vice, Purchasing Director
113 West Mountain
Fayetteville, Arkansas 72701
501-575-8289

STAFF REVIEW FORM

AIRPORT LEASE
I.D.1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of FEB. 2, 1999
~~January 19, 1999~~

FROM:

Dale Frederick Airport General Gvmt.
 Name Division Department

ACTION REQUIRED: Request review, approval and the signatures of the Mayor and City Clerk for the Modification of Lease Agreements with all four car rental agencies currently serving Fayetteville Municipal Airport/Drake Field. This Modification will eliminate the minimum annual guarantee of \$45,000.00 a year per car rental agency. The airport will collect 10% of the monthly gross receipts of each car rental agency instead of the current 5% rate. Rates for the paved parking (\$10.07 per space per month) and overflow parking (\$43.11 per month) will remain the same. Upon approval, this Modification will begin on February 1, 1999 and terminate on January 31, 2000. All car rental leases will be subject to renegotiation if any of the existing four car rental agencies at the airport cease operation or if monthly deplanements decline to less than 1,500 a month. The Airport Advisory Board has approved this Agreement at their January 7, 1999 meeting.

COST TO CITY:

\$ <u>N/A</u>	\$ <u>182,000</u>	<u>N/A</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5550-0955-4452.00</u>	\$ <u>-0-</u>	<u>Rental Cars</u>
Account Number	Funds used to date	Program Name
<u>N/A</u>	\$ <u>182,000</u>	<u>Airport</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

[Signature] Budgeted Item Budget Adjustment Attached
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Therilyn J. Cramer 1-8-99
 Accounting Manager Date
[Signature] 1-12-99
 City Attorney Date
[Signature] 1-12-99
 Purchasing Officer Date

[Signature] 1-12-99 ✓
 ADA Coordinator Date
[Signature] 1-12-99
 Internal Auditor Date

STAFF RECOMMENDATION:

Staff recommends approval.

[Signature] 1-8-99
 Division Head Date

Cross Reference

[Signature] 15 JAN 99
 Department Director Date
[Signature] 1/15/99
 Administrative Services Director Date
[Signature]
 Mayor

New Item: Yes No
 Prev Ord/Res#: _____
 Orig Cont. Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER 

DATE: JANUARY 7, 1999

SUBJECT: MODIFICATION OF LEASE AGREEMENT WITH FOUR CAR RENTALS
CURRENTLY SERVING DRAKE FIELD

REQUEST APPROVAL OF A MODIFICATION OF LEASE AGREEMENT WITH ALL FOUR CAR RENTAL AGENCIES SERVING DRAKE FIELD

Request review, approval and the signatures of the Mayor and City Clerk for the Modification of Lease Agreements with all four car rental agencies currently serving Fayetteville Municipal Airport/Drake Field. This Modification will eliminate the minimum annual guarantee of \$45,000.00 a year per car rental agency. The airport will collect 10% of the monthly gross receipts of each car rental agency instead of the current 5% rate. Rates for the paved parking (\$10.07 per space per month) and overflow parking (\$43.11 per month) will remain the same.

Upon approval, this Modification will begin on February 1, 1999 and terminate on January 31, 2000. All car rental leases will be subject to renegotiation if any of the existing four car rental agencies at the airport cease operation or if monthly deplanements decline to less than 1,500 a month.

The Airport Advisory Board has approved this Agreement at their January 7, 1999 meeting.

DF/ms

Attachments: Four original Modification of Lease Agreements

MODIFICATION OF LEASE AGREEMENT

This AGREEMENT is made this _____ day of _____, 1999,
by and between the City of Fayetteville, Arkansas, hereinafter called "Lessor", with Baker Car
and Truck Rental / dba Avis of P. O. Box 2899, Little Rock, Arkansas 72203-2899 (Telephone
501-376-9151), hereinafter called "Lessee".

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated November 1, 1993;
and,

WHEREAS, the parties desire to modify the aforesaid Lease Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Number 1 of said Lease is hereby modified to read:

Lessor hereby leases to Lessee and Lessee hereby hires and takes from the Lessor for the
purpose herein enumerated, premises and facilities consisting of a Car Rental Booth and
Manager's Office Space, located in the Fayetteville Municipal Airport Terminal Building,
as shown in the Terminal Building plat attached hereto, marked Exhibit "A", consisting
of two hundred and forty (240) square feet, more or less.

2. Number 4, first paragraph, of said Lease is hereby modified to read:

COMPENSATION TO LESSOR: Lessee agrees to pay Lessor as rental for use of the
premises leased to it hereunder, and for the rights and privileges herein granted by the
Lessor, ten percent (10%) of monthly gross receipts. Furthermore, concessionaire shall
collect this ten percent (10%) fee, to be paid to Lessor, by adding the fee as a separate line
item charge on the rental agreement. Such fee shall be titled, "Concession Fee" on each

AIRPORT LEASE
I.D.4

rental agreement. Should the deplaning passengers at Drake Field decline to less than 1,500 a month, all car rental leases will be subject to renegotiation. Paved space parking rate will be \$10.07 per space per month plus overflow parking area at a rate of \$43.11 per month.

3. Number 4, seventh paragraph, ADJUSTMENT OF MINIMUM ANNUAL GUARANTEE, is hereby deleted.

4. Number 12 of said Lease is hereby modified to read:

TERM: The term of this agreement shall commence on the 1st day of February, 1999, and terminate on the 31st day of January, 2000, unless sooner terminated for breach of the provisions hereof; provided, should any of the four existing car rental agencies at the Airport cease operation, this Lease shall terminate immediately and a new lease shall be negotiated.

5. All provisions of the Lease are incorporated herein and are hereby modified to conform herewith but in all other respects the provisions of the Lease, dated November 1, 1993, shall remain in full force and effect unless specifically changed hereby.

**AIRPORT LEASE
I.D.5**

IN WITNESS WHEREOF, the parties hereto executed this Modification of Lease on
this _____ day of _____, 19____.

CITY OF FAYETTEVILLE, ARKANSAS
LESSOR

By: _____
Fred Hanna, Mayor

ATTEST

By: _____
Heather Woodruff, City Clerk

LESSEE Baker Car & Truck Rental, Inc

By: *[Signature]*

Title: President

ATTEST

By: *Janice Watkins*

Title: Assistant to the President

STAFF REVIEW FORM

XXXX AGENDA REQUEST
CONTRACT REVIEW

For the Fayetteville City Council meeting of February 2, 1999

FROM:

Brian Swain Adm. Services Dir. Adm. Services
Name Division Department

ACTION REQUIRED: WATER AND SEWER REFUNDING BONDS: A resolution approving a letter agreement with Stephens, Inc. to perform underwriting services in connection with the proposed issuance of water and sewer refunding bonds. The cost is \$9.50 per \$1,000 of bonds issued to be paid from bond proceeds.

COST TO CITY:

<u>\$ 76,000 est.</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used To Date	Program Name
<u></u>	<u>\$</u>	<u></u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

[Signature]
Budget Coordinator Administrative Services Director

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

<u>Marilyn J. Cramer</u>	<u>1-14-99</u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>1-14-99</u>	<u>Yolanda Fields</u>	<u>1-14-99</u>
City Attorney	Date	Internal Auditor	Date
<u>P. V. ice</u>	<u>1-14-99</u>	<u></u>	<u></u>
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the agreement.

<u>Brian Swain</u>	<u>1-13-99</u>	<u></u>
Division Head	Date	Cross Reference
<u>[Signature]</u>	<u>15 JAN 99</u>	
Department Director	Date	New Item: Yes No
<u></u>	<u></u>	Prev Ord/Res #: <u></u>
Administrative Services Director	Date	Orig Contract Date: <u></u>
<u>[Signature]</u>	<u>1/15/99</u>	
Mayor	Date	

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Kevin D. Crosson, Administrative Services Director *KDC*

DATE: January 13, 1999

RE: **Underwriter Services Selection - Proposed Water & Sewer Bond Refunding
(Series 1992)**

On January 4, 1999, the City of Fayetteville convened a professional selection committee for the purpose of selecting a firm for underwriting services for the proposed refunding of Series 1992 Water & Sewer bonds. The committee was composed of five voting members:

Emma Badgley	Accounting Coordinator
Kevin Crosson	Administrative Services Director
Brian Swain	Asst. to the Adm. Services Director
Trent Trumbo	Alderman
Charles Venable	Public Works Director

In addition, Peggy Vice, Purchasing Manager, served on the committee as a non-voting advisory member.

The committee selected from firms that submitted responses to the City's Request for Proposals (RFP) #98-8. A vote was taken by the committee in accordance with the City's purchasing policy regarding professional service and Stephens, Inc. was selected as the underwriter on this proposed issue. A copy of Stephens, Inc. response to the RFP is on file in the Purchasing Office.

The process for negotiating a contractual agreement that conformed with the RFP was initiated. Based on those negotiations, the attached Letter of Engagement was drafted. The proposed agreement conforms to the City's RFP and is for a fee of \$9.50 per \$1,000 of bonds issued. For example, if the issue were for \$8,000,000 (which represents the approximate amount of the proposed refunding), the underwriter's discount would be for \$76,000. As mentioned in the Letter of Engagement, the fee for services is contingent upon the Bonds being sold and the transaction closed.

Based on a preliminary review of the existing 1992 bond issue, it would appear that the City can save several hundred thousand dollars by refinancing the bonds including issuance costs and premiums paid for early retirement of the bonds. One of the first tasks the underwriter performs will be to undertake a financial review of the current issue to determine the options available for refunding and to establish the cost/benefit ratio of each alternative. If a determination is made that proceeding with the refunding is not in the best financial interest of the City, we will not proceed. However, unless the current interest rates increase significantly, we expect that the issue should be able to go to market by the first part of June. Should you have any questions, please feel free to contact me. Thank you for your consideration of this matter.

KDC/bts

Stephens Inc.

February 1, 1999

Honorable Fred Hanna
Mayor
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Underwriting Services - Refunding of the City of Fayetteville's Water and Sewer System Revenue Bonds, Series 1992

Dear Mayor Hanna:

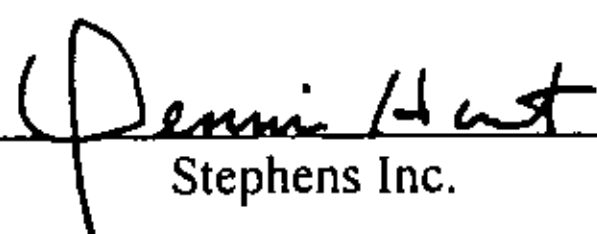
Stephens Inc. is pleased to provide underwriting services for the City of Fayetteville in connection with refunding the City's 1992 Water and Sewer System Revenue Bonds. This letter is to serve as an Engagement Agreement between the City of Fayetteville and Stephens Inc. for underwriting services.

Our scope of services will be as submitted in our proposal to the City's RFQ 98-8. As indicated in our proposal, we will provide the City with an analysis of financing options, debt schedules, and prepare a report on pricing the bonds. In addition, we will be available to make presentations to review and explain the financing alternatives. Once a structure is complete, we will then, based on your approval, offer the bonds.

To initiate this process, we would request that the City of Fayetteville agree to designate Stephens Inc. as underwriter for the proposed financing. It is understood the City will not be obligated to our firm for underwriting costs in the event the bonds are not sold or in the event the City Council fails to adopt an Ordinance approving the bond issue. Our compensation will be limited solely to the sell of the bonds, the terms of which, including the underwriting discount, will be subject to the City's approval. In any event, the underwriting fee will not exceed .90% of the issue. Stephens agrees to pay all travel, phone, and computer expenses from the underwriter's discount. All other costs relating to the issuance of the bonds will be paid from bond proceeds or from existing funds.

If the foregoing is in accordance with your understanding and our previous discussions, please execute the acceptance below. We look forward and appreciate the opportunity to work with you on this issue.

Respectfully submitted,

By: 
Stephens Inc.

Accepted this _____ day of _____

By: _____
Mayor, City of Fayetteville

DH/kg

AGENDA REQUEST

FIRE STATION #4
H.H.1 I.F.1

For the Fayetteville City Council meeting of

FEBRUARY 2, 1999

FROM:

MICKEY JACKSON, CHIEF

FIRE

FIRE

Name

Division

Department

COUNCIL ACTION REQUIRED:

APPROVAL OF LOW BID SUBMITTED BY HECKATHORN CONSTRUCTION COMPANY OF \$611,520 FOR RELOCATION AND CONSTRUCTION OF FIRE STATION #4. APPROVAL of a 5% CONTINGENCY IS REQUESTED.

COST TO CITY:

\$ 642,040.00

Cost of this Request

\$650,000.00

Category/Project Budget

FIRE STATION REPLACEMENT/ST.4

Category/Project Name

1010-9470-5804-00

Account Number

-0-

Funds Used To Date

FIRE DEPT. IMPROVEMENTS

Program Name

97013

Project Number

\$650,000.00

Remaining Balance

SALES TAX CAPITAL IMPROVEMENT

Fund

FUND

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/LEASE REVIEW

GRANT APPLICATION REVIEW

Accounting Manager

Date

City Attorney

Date

Purchasing Officer

Date

Internal Auditor

Date

Internal Auditor

Date

STAFF RECOMMENDATION

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

DEPARTMENTAL CORRESPONDENCE

To: City Council of Fayetteville

Thru: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief 

Date: January 20, 1999

RE: **Bid Approval - Fire Station #4 Relocation**

I'm seeking your approval of the low bid of \$611,520 submitted by Heckathorn Construction Company to re-locate and construct a new Fire Station #4 on Plainview Avenue, just south of Millsap Street. This project has been on the drawing board and in the Capital Improvements Program Budget for a few years as a 1999 project. It was decided to relocate and rebuild the station about three years ago when we received cost estimates of \$350,000 to add on to the current Station 4 to try to bring it up to adequate for the number of people and the equipment we have to keep there now. With the frequent maintenance problems we have been having for a long time with this building and its total inadequacy as a modern fire station, the decision was made that it would be much better to rebuild. This new station should serve the City for at least the next twenty-five to thirty years. However, the rapid commercial and residential growth in this area may well create the demand for an additional fire station somewhere in the north part of town soon. Just wanted you to know the whole score.

Please give me a call (575-8365) or come by if you need any additional information on this project. Many thanks for your consideration.

MJ/ca

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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.

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AGREEMENT

made as of the twentieth day of January in the year of Nineteen Hundred and Ninety-Nine

BETWEEN the Owner:

(Name and address)

CITY OF FAYETTEVILLE

City Administration Building

113 West Mountain Street

Fayetteville, Arkansas 72701

and the Contractor:

(Name and address)

HECKATHORN CONSTRUCTION COMPANY, INC

1880 Birch Avenue

Fayetteville, Arkansas 72703

The Project is:

(Name and location)

CITY OF FAYETTEVILLE, NEW FIRE STATION NO. 4

Plainview Street, Fayetteville, Arkansas

The Architect is:

(Name and address)

WITTENBERG, DELONY & DAVIDSON, INC.

100 West Center, Suite 102

Fayetteville, Arkansas 72701

The Owner and Contractor agree as set forth below.

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Electronic Format A101-1987

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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 established in a written "Notice to Proceed" issued by the Architect.

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.)

Two Hundred Forty (240) consecutive calendar days from the date of the written "Notice to Proceed".

, 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 shall pay to the Owner one hundred fifty dollars (\$150.00) per calendar day for every day past the time set by the "Notice to Proceed" according to Section 01100 Paragraph 1.08 of the Project Manual.

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 Six Hundred Eleven Thousand Five Hundred Twenty and no/100 Dollars (\$ 611,520.00), 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.)

None

4.3 Unit prices, if any, are as follows:

1) For undercut of unsuitable material and off-site disposal. Refer to Section 02300.

ADD/DEDUCT \$6.50/C.Y.

2) For importing, placing and compacting select fill material at undercut areas only. Refer to Section 02300.

ADD/DEDUCT \$9.25/C.Y.

Owner reserves the right to review and negotiate Unit Prices that are deemed at the time required not to be in accordance with current market prices

ARTICLE 5
PROGRESS PAYMENTS

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:

For the period ending the Twenty-Fifth (25th) day of the month.

5.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Owner's next bill paying cycle related to the date the application is received at the City 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 forty-five days after the ~~Architect~~ Owner 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 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 one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and when all required "close-out" documents are received and approved by the Owner.

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

FIRE STATION #4

explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

III.H.6

ct Work has been completed, and IF approved by the Owner and with written consent of surety, the

Architect may recommend to the Owner that the remaining partial retainage be eliminated.

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:

Before issuance of the final payment certificate, the Contractor shall obtain in WRITING from the bond company approval of such payment. No certificate issued, nor payment made to the Contractor, nor partial or entire occupancy of the Contract Work by the Owner, shall be deemed as acceptance of any work or materials not in accordance with this Contract or in agreement with the requirements of the Contract Documents.

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.)

None.

(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:

None.

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 December 18, 1998, and are as follows:

Document	Title	Pages
00100	<u>Bid Solicitation</u>	<u>1 numbered page</u>
00200	<u>Instructions to Bidders</u>	<u>3 numbered pages</u>
00320	<u>Geotechnical Data</u>	<u>1 numbered page with attachment of 12</u>

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pages of Soil ~~H.H.7~~ I.F.7
from Gribbs, Garner & Hoskyn, Inc.

00400	Bid Form	3 numbered pages
00600	Bond Requirements	1 numbered page
00700	General Conditions	1 numbered page with attachment of AIA Document A201 (32 numbered pages)
00800	Supplementary Conditions	11 numbered pages

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.)

Document	Title	Pages
Divisions 1 through 16 as listed in the Table of Contents in the Project Manual dated December 18, 1998 and all items made a part thereof by Addendum(s).		

9.1.5 The Drawings are as follows, and are dated as listed on Attachment "A" ~~unless a different date is shown below:~~

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

Number	Date	Pages
As listed on Attachment "A" -- Drawing List (1 page)		

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
No. 1	Issued January 14, 1999	5 pages

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.)

All bidding requirements and other documents as listed in Section 9.1.3 above are part of this agreement
Attachment "A" Drawing List (2 Pages)

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

(Signature)

Fred Hanna, Mayor - City of Fayetteville

(Printed name and title)

CONTRACTOR

(Signature)

Insert A: Don Heckathorn, President - Heckathorn Const.

(Printed name and title)

ATTACHMENT "A"
Page 1 of 2
List of Contract Drawings
City of Fayetteville Fire Station No.4
Plainview
January 20, 1999

Sheet	Drawing Title	Date
T1.2	Title Sheet Index Survey	12-18-1998
Civil		
C1.1	Dimension Plan	12-18-1998
C1.2	Grading Plan	12-18-1998
C1.3	Storm Sewer Plan	12-18-1998
C1.4	Civil Site Details	12-18-1998
C1.5	Jointing Plan	12-18-1998
Architectural		
A0.1	Architectural Site Plan	12-18-1998
A1.1	Floor Plan	12-18-1998
A1.2	Reflected Ceiling Plan	12-18-1998
A1.3	Roof Plan	12-18-1998
A2.1	Exterior Elevations	12-18-1998
A3.1	Wall Sections	12-18-1998
A3.2	Wall Sections	12-18-1998
A3.3	Miscellaneous Details	12-18-1998
A4.1	Enlarged Plans,	12-18-1998
A4.2	Interior Elevations	12-18-1998
A4.3	Door & Window Details	12-18-1998
A6.1	Millwork Sections	12-18-1998
Structural		
S1.1	Foundation Plan	12-18-1998
S2.1	Foundation Details	12-18-1998
S3.1	Roof Framing Plan	12-18-1998
S4.1	Framing Details	12-18-1998

ATTACHMENT "A"
 Page 2 of 2
 List of Contract Drawings
 City of Fayetteville Fire Station No.4
 Plainview
 January 20, 1999

Sheet	Drawing Title	Date	
U1.1	Utility Site Plan	12-18-1998	
Plumbing			
P1.1	Plumbing Drain Plan	12-18-1998	P2.1
	Plumbing Supply Plan	12-18-1998	
P3.1	Plumbing Details	12-18-1998	
P3.2	Plumbing Schedules	12-18-1998	
P3.3	Plumbing Schedules	12-18-1998	
Mechanical			
M1.1	Mechanical Plan	12-18-1998	
M2.1	Mechanical Details	12-18-1998	
M3.1	Mechanical Schedules & Controls	12-18-1998	
Electrical			
E1.1	Electrical Power Plan	12-18-1998	
E2.1	Electrical Lighting Plan	12-18-1998	
E3.1	Electrical Details & Diagrams	12-18-1998	
E3.2	Electrical Notes & Schedules	12-18-1998	

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
 GRANT REVIEW

For the City Council meeting of February 2, 1999

FROM:

David Jurgens
Name

Water/Sewer
Division

Public Works
Department

Name	Division	Amount	Comments
ACTION REQUIRED: City Council award contract for flow monitoring materials and services to ADS Environmental Services, Inc., in the amount of \$235,455.00, approve a contingency of \$9,400.00 and sales tax of \$10,945, less a trade in of \$31,000, for a net cost of \$224,800.			

COST TO CITY:

\$ 224,800
Cost of this request

\$1,054,000
Category/Project Budget

Sewer Rehabilitation
Category/Project Name

4470-9470-5815.00
Account Number

\$ 0
Funds used to date

Sewer Mains Construction
Program Name

96012-40
Project Number

\$1,054,000
Remaining Balance

Sales Tax Capital Improvement
Fund

BUDGET REVIEW: X 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: Award contract and approve contingency as stated above.

Division Head

Date _____

Cross Reference:

Department Director

Date

New Item: Yes No

Administrative Services Director

Date _____

Prev Ord/Res #: N/A

Mavor

Date _____

Orig Contract Date: N/A

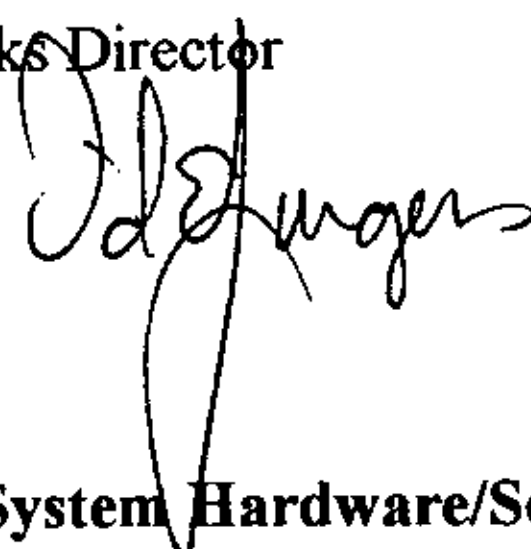
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER MAINTENANCE DIVISION

To: Fayetteville Mayor and City Council

Thru: Don Bunn, Assistant Public Works Director
Charlie Venable, Public Works Director

From: David Jurgens, Water/Sewer



Date: January 3, 1999

Re: Wastewater Flow Monitor System Hardware/Software Purchase

1. General. The City of Fayetteville received and opened sealed bids for the upgrade to its existing telemetered wastewater flow monitoring system on December 2, 1998. ADS Environmental and American Sigma submitted bids; the latter contained two options. The ADS bid meets the specifications; both American Sigma bids do not meet specifications in a number of major areas, as outlined in paragraph three.

2. Background. Measuring flows and identifying sources of flows in sanitary sewers is a very difficult process, but the information provided by a flow monitoring system is vital to identifying numerous, otherwise invisible problems in the sewer collection system. Because over 95% of the sewer pipes are non-pressurized gravity flow pipes, they are subjected to numerous influences which can cause extraneous water to get in, sewage to get out, and blockages due to hundreds of sources. The majority of these influences are generally invisible above ground. Thus, the only way to identify the problems is via measuring the flow in the collection system. The need for these type of systems has been validated in countless studies in the City and throughout the country. Fayetteville's original system was purchased and installed in 1989; since then it has provided information for over ten studies, to include the wastewater master plan which is instrumental in resolving the existing sewer facilities issues. The purchase of the original system was required in the City's original EPA Administrative Order which was issued in 1989; the system upgrade is included in the sanitary sewer overflow elimination program approved by the Department of Pollution Control and Ecology.

3. Description. The telemetered wastewater flow monitoring system consists of thirty-two open channel flow monitors which shall replace the City's thirty-one existing flow monitors, which are becoming obsolete and unreliable. The additional flow monitor shall be installed in the seepage drain pipe downstream of the Lake Fayetteville dam, to measure the seepage under and through the dam. These monitors are connected via existing telephone lines to a computer at the Water/Sewer Operations Center (or via laptop computer in the field), where the information is automatically downloaded and evaluated. The software required to process and evaluate the data is included in the bid; we will use the flow monitor computer already on hand. These bids include a trade-in allowance for the City's existing meters.

4. Bids. Two bids were received, while the American Sigma proposal included two alternatives. Upon reviewing the specifications, only the ADS Environmental Services bid meets the specifications with three minor comments. The American Sigma bids do not meet the specifications.

A. Bid Tab.

<u>Bid Component</u>	<u>ADS Environmental</u>	<u>American Sigma Model 920</u>	<u>American Sigma Model 930</u>
Base Bid	\$235,455.00	\$171,825.00	\$192,625.00
<u>Trade-In Credit</u>	<u>(31,000.00)</u>	<u>(23,000.00)</u>	<u>(23,000.00)</u>
Net Bid	\$204,455.00	\$148,825.00	\$169,625.00
Sales Tax	10,945		

B. Exceptions and Rejections. The American Sigma bids must be rejected for failure to meet specifications. The 11 major exceptions are listed in attachment A to this memo. Both the monitors (hardware) and software fail to meet the specifications in several major areas.

5. Budgeting. This flow monitor purchase is funded under the sewer rehabilitation project (number 96012), identified on page 127 of the 1999-2003 Capital Improvements Plan. The cost was anticipated at \$250,000, after trade-in.

6. Staff Recommendation. The Staff recommends the City Council award the contract for the lowest bid meeting specifications to ADS Environmental Services, Inc., in the amount of \$204,455 (net), and that a contingency of \$9,400 be approved.

Enclosures: ADS Environmental Services Bid and Agreement
 Staff Agenda Review Form

Attachment A, American Sigma Major Exceptions to the Specifications

1. Modem velocity of 14.4 kbps does not meet the requirement of 28.8 kbps.
2. Ultrasonic Sensor Crystals- does not allow for multiple crystals within one sensor, requiring multiple sensors to provide redundancy and quality control.
3. Pressure sensor measurement technique. The specifications require an atmospheric pressure reading at the flow monitor body, which is similar to barometers used for reading atmospheric pressure. The Sigma meters have a more traditional vent tube with desiccant attached to the pressure sensor inside the pipe. The vent tube system is the weakest link in pressure sensor systems, and causes the most failures and inaccurate readings.
4. The Vision™ software is not year 2000 compatible. The bid allows for Sigma to provide Vision Gold™ software at no cost. This is projected to be introduced in the spring/summer of 1999. Based on purchasing guidelines, a bid cannot be awarded on a promise of a product still under development.
5. The Vision™ software does not save log files which show success or failure of attempted data import or collect. These are useful as most data collection occurs at night, and a log file allows collections to be made even if there is an error on one. Also, the log file shows which site had an error and what type of error occurred. The Sigma Vision Gold™ software, under development, does have this capability.
6. The Vision™ software does not have the ability to designate data quality. This is an especially useful ability for routine data collection, where the data may not be studied immediately. This capability identifies potential field problems with each data collect. The Sigma Vision Gold™ software, under development, does have this capability.
7. The Vision™ software does not have the ability to show 10 different data types simultaneously. This is most useful for verifying accuracy of the data and for multiple data comparisons. The Sigma Vision Gold™ software, under development, does have this capability.
8. The Vision™ software does not have the ability to store data edits on a per-site basis. Edits will have to be made. It is imperative that these edits can be evaluated when the data is studied for a specific project. The Sigma Vision Gold™ software, under development, does have this capability.
9. The Vision™ software does not have the ability to schedule batch printing. Batch printing is by far the most efficient form of printing, but takes over an hour. It is very difficult in an office which shares printers to have one tied up for this time. The Sigma Vision Gold™ software, under development, does have this capability.
10. The Vision™ software does not have the ability to store data edits on a per-site basis. Edits will have to be made. It is imperative that these edits can be evaluated when the data is studied for a specific project. Storing edits on a per-site basis is required to allow for identifying changes at a site, even if meters are exchanged for repair or replacement. The Sigma Vision Gold™ software, under development, does have this capability.
11. The Vision™ software does not have the ability to create a report which shows the percent availability of data. The Sigma Vision Gold™ software, under development, does have this capability.

**Response to Bid for
Integrated, Telemetered, Computerized
Wastewater Flow Monitoring System**

**Submitted by
ADS Environmental Services**

December 1, 1998

Specifications for an Integrated, Telemetered, Computerized Wastewater Flow Monitoring System

Item No.	Estimated Quantity and Description	Unit Price	Extended Total
1.	32 each Flow Monitors with ultrasonic depth, pressure depth, velocity and cabling.	Two hundred one thousand, six hundred (Dollars) \$ 6,300	\$ 201,600
2.	32 each Mounting rings, and installation hardware.	Seven thousand three hundred sixty (Dollars) \$ 230	\$ 7,360
3.	5 each Spare ultrasonic depth, pressure depth and velocity sensors with rings and installation hardware.	Twelve thousand (Dollars) \$ 2,400	\$ 12,000
4.	Item Deleted.		
5.	1 each Data management and analysis software.	One thousand nine hundred ninety-five (Dollars) \$ 1,995	\$ 1,995
6.	5 days Installation support services by certified manufacturers technician.	Two thousand five hundred (Dollars) \$ 500	\$ 2,500
7.	5 days Training and interim data collection services.	Four thousand (Dollars) \$ 800	\$ 4,000
8.	1 year Annual renewable equipment warranty and support services.	Six thousand (Dollars) \$ 6,000	\$ 6,000
Total Base Bid		Two hundred thirty-five thousand four hundred fifty-five (Dollars)	235,455

Anticipated number of days for delivery:
6 weeks
 Anticipated number of days for install.:
2 weeks

November 12, 1998

Specifications for an Integrated, Telemetered, Computerized Wastewater Flow Monitoring System

\$ 235,455

1. 30 each
Trade-in of existing ADS 3500 flow Monitors with all sensors and cabling.

(Thirty thousand)
(Dollars)
(\$ 1,000) (\$ 30,000)

2. 1 each
Trade-in of existing ADS 1500 flow monitor with all sensors and cabling.

(One thousand)
(Dollars)
(\$ 1,000) (\$ 1,000)

Total Trade-In Credit (Thirty-one thousand)
(Dollars)

(\$ 31,000)

TOTAL BID INCLUDING TRADE-IN CREDIT

Two hundred four thousand
four hundred fifty-five \$204,455

(Dollars)

Additional Services

1. As Needed
Daily rate for on-site assistance
(Field or office work in Fayetteville)

(Eight hundred)
(Dollars)
(\$ 800) (\$ 800)

2. As Needed
Hourly rate for remote assistance.
(Office work from remote offices)

(Fifty-five)
(Dollars)
(\$ 55) (\$ 55)

3. Item Deleted.

4. Item Deleted.

• NO ARKANSAS SALES TAX NUMBER
• SALES TAX MUST BE REMITTED BY CITY ON USE
TAX REPORT

ADS ENVIRON.

III. I. 8

Specifications for an Integrated, Telemetered, Computerized Wastewater Flow Monitoring System

ACCEPTANCE STATEMENT

The owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things as specified in the specifications of Bid 98-92, Contractor's proposal and all supporting documents and correspondence submitted by the Contractor in response to Bid 98-92.

All invoices are due upon receipt and shall be paid by the City unless disputed within thirty (30) days of their receipt. Contractor shall furnish a certificate of insurance addressed to the City, showing he carries the statutory amount of workers compensation, comprehensive general liability in the minimum amount of \$400,000 and automobile insurance in the minimum amount of \$300,000.

The City shall have the right to terminate this agreement with a thirty (30) day written notice. In the event of termination for City's convenience City shall pay Contractor for all equipment and services performed to date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the _____ day of _____, 19_____.

(Contractor Seal)

(Attest)

(Typed Name)

(Title)

(City of Fayetteville, AR Seal)

(Attest)

(Typed Name)

(Title)

(By)

(Typed Name)

(Title)

(By)

(Typed Name)

Mayor
(Mayor)

*Signed
Copies
will be
attached
before
meeting*



A. Equipment

The equipment consists of an Intelliflow flow monitor installed in the sewer manhole functioning as a data logger, communications device, and sensor command unit. Each unit will be furnished with a data logger, a tri-redundant ultrasonic depth measurement sensor with cable connection to the logger, a combination velocity sensor/pressure depth sensor with cable connection to the logger, appropriate rings for installation of the sensors, mounting hardware to secure the equipment, and software for data management and analysis purposes.

1. Data Logger

- a) Housing - Waterproof, NEMA 6, IP67 rating, corrosion resistant, withstands a fall of 1 meter with no loss of operation.
- b) Weight - Less than 15 pounds, including batteries (not including sensors).
- c) Mounting - Data Logger is mounted to the manhole wall or rung with a handle to support easy monitor installation and removal.
- d) Power Supply - Commercially available, dry-cell batteries are able to be replaced without breaching the logger electronics. Battery replacement requires no specialized tools and are able to be accomplished in less than one minute.
- e) Optional Power Supply - Supports an option for an external DC power source with a built-in battery backup of at least one week.
- f) Battery Backup - Battery backup allows for a change of the dry-cell batteries with no loss of data and the ability to support the storage of data for at least 90 days if the dry-cell battery is removed.
- g) Electronics - To increase data logger reliability and ease of maintenance, all data logger electronics reside on one PCB board.
- h) Length of Time Required for Sensor Measurements - The ultrasonic, pressure, and velocity sensors acquire measurements within a total period of 20 seconds to minimize errors due to fluctuations in the flow.
- i) Communication - Supports a modem rate of at least 28,800 bps. The unit supports voice-grade telephone and direct serial communications through commercially available communication protocols. Proprietary communication protocol is not required.
- j) Communication Security - Remote data logger will not respond unless the correct identification is transmitted.
- k) Data Integrity - All telephone and serial communications support error detection and correction to prevent corrupted or lost data during transmission.

- l) Clock - Logger has a battery-backed real-time clock/calendar which will not gain or lose more than 3 seconds per day. Logger reports current time with each logger communication.
- m) Lightning Protection - Has transient suppressers on the incoming telephone line to protect the logger against nominal lightning surges.
- n) Data Recording Interval - Supports standard data recording intervals of 1, 2, 3, 5, 6, 10, 12, 15, and 30 minutes or 1, 12, or 24 hours.
- o) Memory - Has a minimum of 1 Mb of memory and supports the storage of at least 365 days of depth and velocity data at a 15 minute sampling rate.
- p) Temperature Range - Will function within specifications between 0° - 60° C.

2. Sensors

The flow monitor records the velocity and two independent depth measurements through ultrasonic and pressure depth technologies:

a) Ultrasonic Depth

- (1) Measurement Technique - Sensor measures the elapsed time between the transmission of the ultrasonic signal and the return echo. Measurements are repeated automatically and a statistical analysis of the return echoes will determine and discard false or multiple echoes. Digital signal processing is used to detect the true water surface return. The results are averaged into an averaged elapsed time. The distance between the transmitter and the water surface is automatically calculated and the final range measurement is converted to a depth of flow and stored in the data logger memory.
- (2) Housing - Housing is a corrosive resistant material to withstand pH ranges of 3 to 10 without damage to sensor or reduced functionality. Sensor has a debris-shedding design and can withstand submersion in water pressures up to 25 psi.
- (3) Size - Is 10" long x 2.5" wide x 1" high.
- (4) Mounting - Sensor is installed at the crown of the pipe on a ring with a mounting mechanism to allow for the replacement of the sensor without removing the installation ring. An optional mount is also available for mounting in the manhole structure.
- (5) Range - 1.25" to 10' from the sensor face.
- (6) Resolution - 0.02" increments.
- (7) Accuracy - 0.125" at 25° C.
- (8) Drift - Maximum of 0.125" from 0° to 60° C.

Technical Submittal

sound in air due to temperature variations. The temperature readings are available to user for both diagnostic and logging purposes.

- (10) Multiple Crystals - The sensor has three (3) ultrasonic crystals where all combinations of transmitters and receivers (one to another) are used to determine the depth range for each depth reading.
- (11) Cable Length - Standard cable length of 25.
- b) Combined Pressure Depth/Velocity Sensor:
 - (1) Housing - The pressure depth and velocity sensor reside in a single common housing to minimize cross-sectional profile. The housing is made of corrosive resistant material capable of withstanding pH ranges of 3 to 10. The combined sensor can withstand submersion in water to pressures up to 25 psi (standard, 23 foot pressure sensor).
 - (2) Size - 3.00" long x 1.25" wide x 0.55" high.
 - (3) Mounting - The combined sensor has a "quick release" mechanism. No screws will be required to mount sensor to installation ring.
 - (4) Temperature Range - The combined sensor reads depth and velocity measurements within specifications between 0° and 60° C.
 - (5) Cable Length - The combined sensor has a standard cable length of 30 feet.

Pressure Sensor

- (6) Measurement Technique - Measures depth based on the difference in atmospheric and hydrostatic pressure. No atmospheric vent tube or desiccant is required to obtain accurate depth readings.
- (7) Range - up to 23 feet (standard)
- (8) Resolution - Minimum of 0.04"
- (9) Accuracy - 0.2% of full scale
- (10) Temperature Compensation - Has integrated electronics to compensate for temperature changes.
- (11) Calibration - Sensor will be factory calibrated to compensate for temperature changes. Compensation for the offset from the bottom of the pipe will be possible based on user-entered depth measurements.
- (12) Drawdown Compensation - No drawdown compensation is required.

Velocity Measurement

- (13) Measurement Technique - Digital Doppler technique transmits ultrasonic signal through flow cross-section. The signals are analyzed to determine peak velocity.

Technical Submittal

- (14) Accuracy - +/- 2% of reading. Theory of operation provided in attachments.
- (15) Range - -5.0 to 20 feet per second (fps)
- (16) Flow Depths - Sensor records flow depths ranging from 1.0" to 10 feet.
- (17) Resolution - 0.04 fps
- (18) Optimization - Supports user configurable hydraulic profile information (relationship between peak and average velocity). Supports input as a constant or as a variant over flow depth.

3. Installation Rings and Mounting Hardware

Mounting hardware will be provided to enable the complete installation of each unit and sensors in addition to 5 additional spare rings.

4. Software

The Intelliflow system is designed to interact with two different software systems, which are described below:

Intelliflow On-Line™: Intelliflow On-Line is software that resides in the meter's memory and is used to communicate with the meter. This feature allows a user to utilize any PC equipped with Microsoft Windows 95 Dial-Up Networking software to perform configuration, hardware diagnostics and flow data retrieval functions. In other words, you only need a computer with Windows 95 to collect data from an Intelliflow meter because the Intelliflow comes standard with its own communications software.

Communication can be established with the meter in two different ways. If telephone service is desirable, the user may communicate with the Intelliflow from a remote location using a computer equipped with a modem. Otherwise, users must communicate with the meter on-site directly using a serial communication cable. Once this serial connection is established with a laptop computer, the user would establish communication with the meter through Dial-Up Networking in Windows 95.

Intelliflow On-Line allows users to change site-specific information, check built-in diagnostics, collect data or access an on-line user's manual.

Profile™ Software: Profile software converts the data collected by Intelliflow On-Line into collection system information. Profile allows users to perform data management, edit data, develop various reports and conduct analysis. Profile uses open database architecture which makes it easy to import and export flow data into various reports. Profile's graphical user interface and Windows-based functionality make it more intuitive and easier to use.

The Central Station data analysis software will have the following minimum requirements. A software user's guide will be provided in hard copy format and as part of the installation CD.

a) Platform/Interface

- (1) Software functions on a Windows 95 or NT operating system.
- (2) System uses the Windows 95 Explorer interface.
- (3) The software and system are year 2000 compliant.
- (4) System supports On-line Help which will include as a minimum object help, standard Windows Content, Index, Find Help.
- (5) System stores flow data in Microsoft® Access® database format allowing for easy export to other software applications.
- (6) System supports the display of data in different unit types without exiting the program.
- (7) System supports the collection of all flow monitor sites in multiple and/or group collections.

b) Data Acquisition

- (1) Supports direct collection of the data loggers specified herein.
- (2) Supports real time data collection of flow data and the scheduling of data collection at user-specified times.
- (3) Supports the collection of data from individual data loggers and a group of data loggers.
- (4) Supports the import of data from a laptop PC. User has the option to define dates of data to be imported or append the data to existing data in the database.
- (5) Supports the direct import of data stored in the City of Fayetteville's existing ADS Quadrascan database.
- (6) Supports the import of new and stored data from the City of Fayetteville's existing Telog data loggers and rain gauge system.
- (7) Provides log files which show the success or failure of the attempted data import or collect.

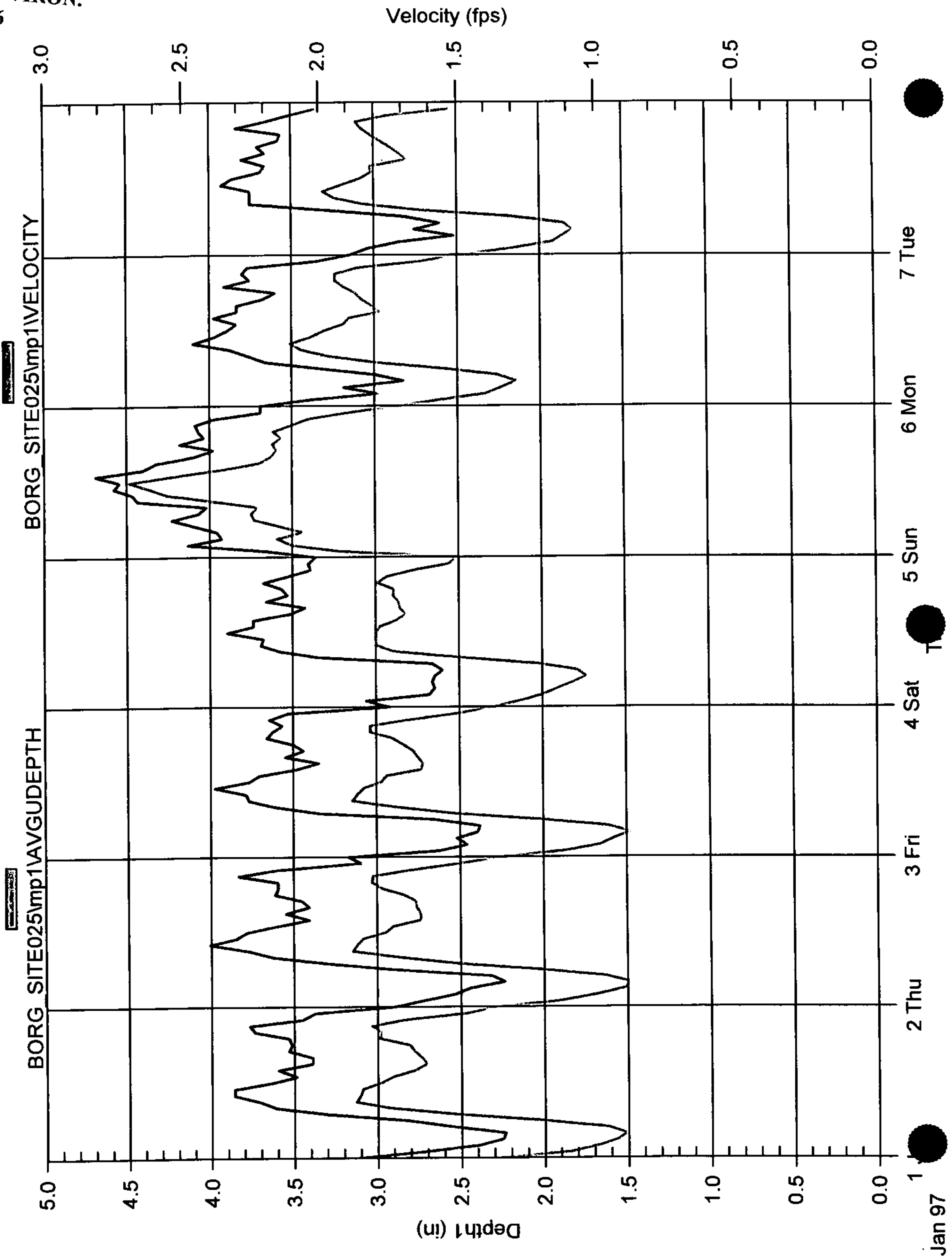
c) Data Editing and Reporting

- (1) Supports the editing of flow data via four different methods; hydrograph, scattergraph, tabular and block editing.
- (2) Supports the review of data by individual locations or a group of locations.
- (3) Supports simultaneous views of the data in different graphical formats (i.e. hydrograph and scattergraph) for data editing purposes.
- (4) Supports display and editing of more than one data type at a time.

- (5) Supports the comparison and editing of data to site-specific hydraulic curves; calibrated Manning or Colebrook-White velocity curves, and a best fit velocity curve generated from the recorded depth and velocity data.
- (6) Supports performing edits on a user-selected span of data.
- (7) Supports performance of repeated edits throughout the data.
- (8) Supports edits based on up to three conditions at a time.
- (9) Supports the designation of flow data as good, questionable, or bad to facilitate the data editing process.
- (10) Supports the display of the current value of the data type on the status bar as the cursor is moved across the graph.
- (11) Supports the viewing of at least 10 different data types simultaneously in the hydrograph format.
- (12) The scattergraph supports the viewing of up to three data types; one on the x-axis, two on the y-axis.
- (13) Indicates if a data point has been manually modified.
- (14) Supports the creation of new sites based on a combination of user-defined sites; for example, create a new site C by adding sites A and B together.
- (15) All data edits are stored in a log on a per-site basis as a record of the modifications made to the data.
- (16) Supports the storage of the preferred data edit mode so the user does not have to re-define the view of the data each time one of the data editing tools is accessed.
- (17) User is able to highlight a portion of data on a hydrograph and zoom in on the data to obtain a higher resolution.
- (18) Supports the cut, copy, and paste commands of Microsoft Windows.
- (19) Supports the running of reports for individual locations and a group of locations.
- (20) Provides report templates for hydrographs and tabular reports. User is able to define headers and footers for reports.
- (21) User is able to output reports on-demand or schedule the reports to run at a user-specified time.
- (22) The hydrograph supports the overlay of contiguous data from different time periods.
- (23) The user has the option of displaying the silt level and/or pipe height on the hydrograph.

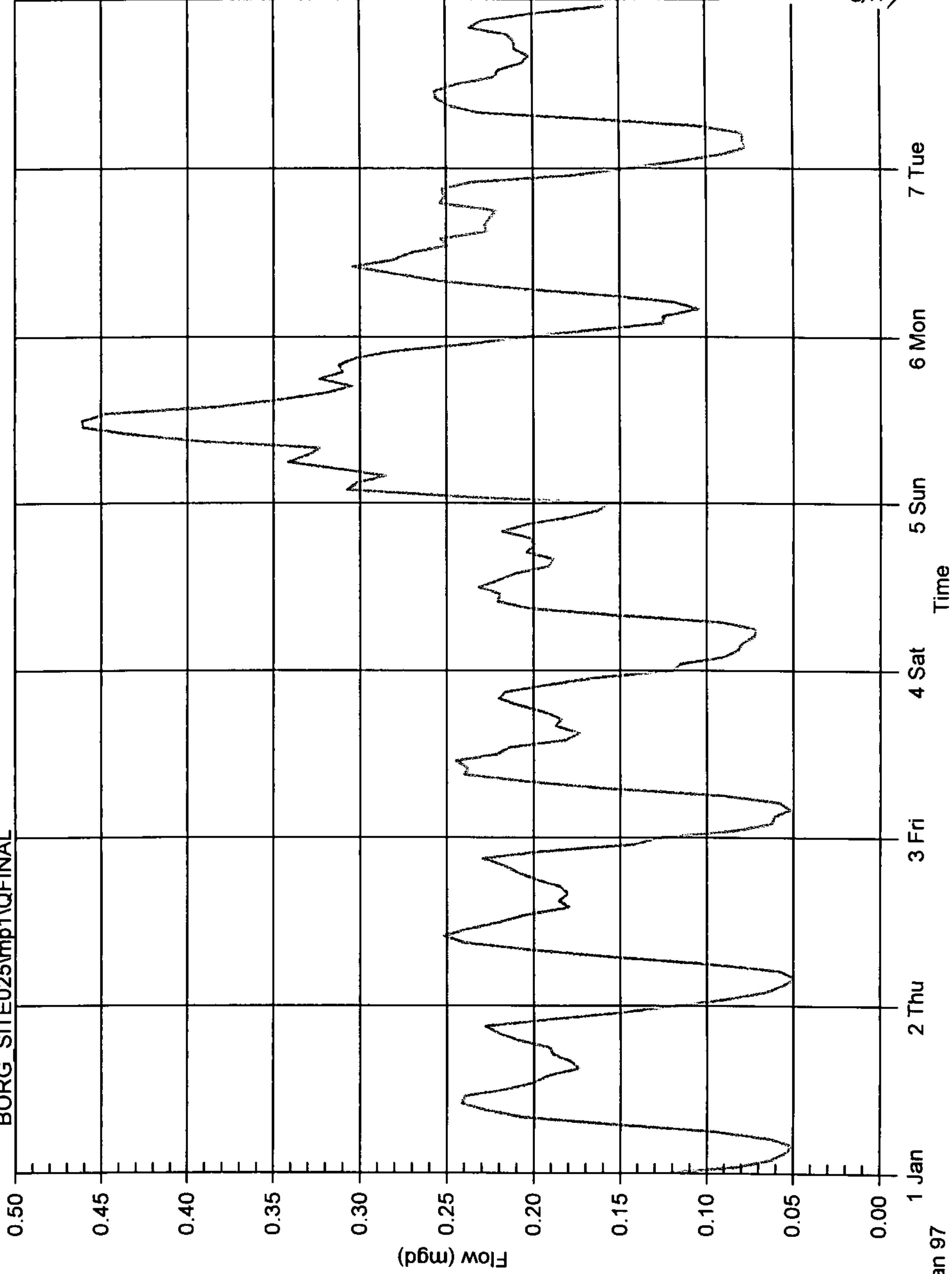
- (24) Supports the creation of a report showing the percent availability of the data for user-specified data types.
- (25) Supports the calculation of flow quantity in channels of different shapes and sizes.
- (26) Accurately compensates for silt levels found in the channel cross-section.
- (27) Provides standard templates of tabular reports for running 15-minute, hourly, and daily reports.
- (28) Provides standard templates for running daily, weekly, quarterly, yearly, and user-defined interval hydrograph reports.

ADS Environmental Services
Hydrograph



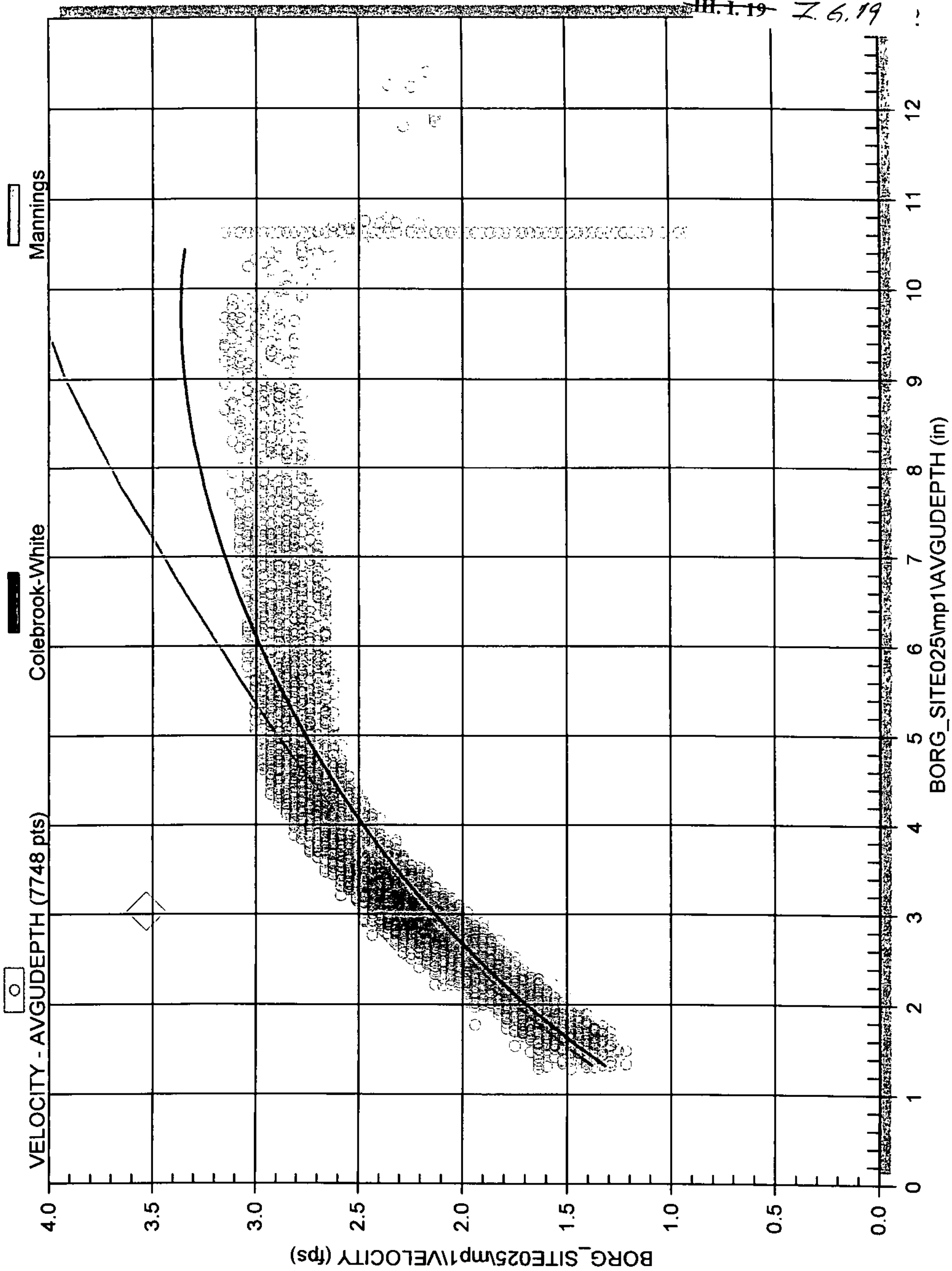
ADS ENVIRON.
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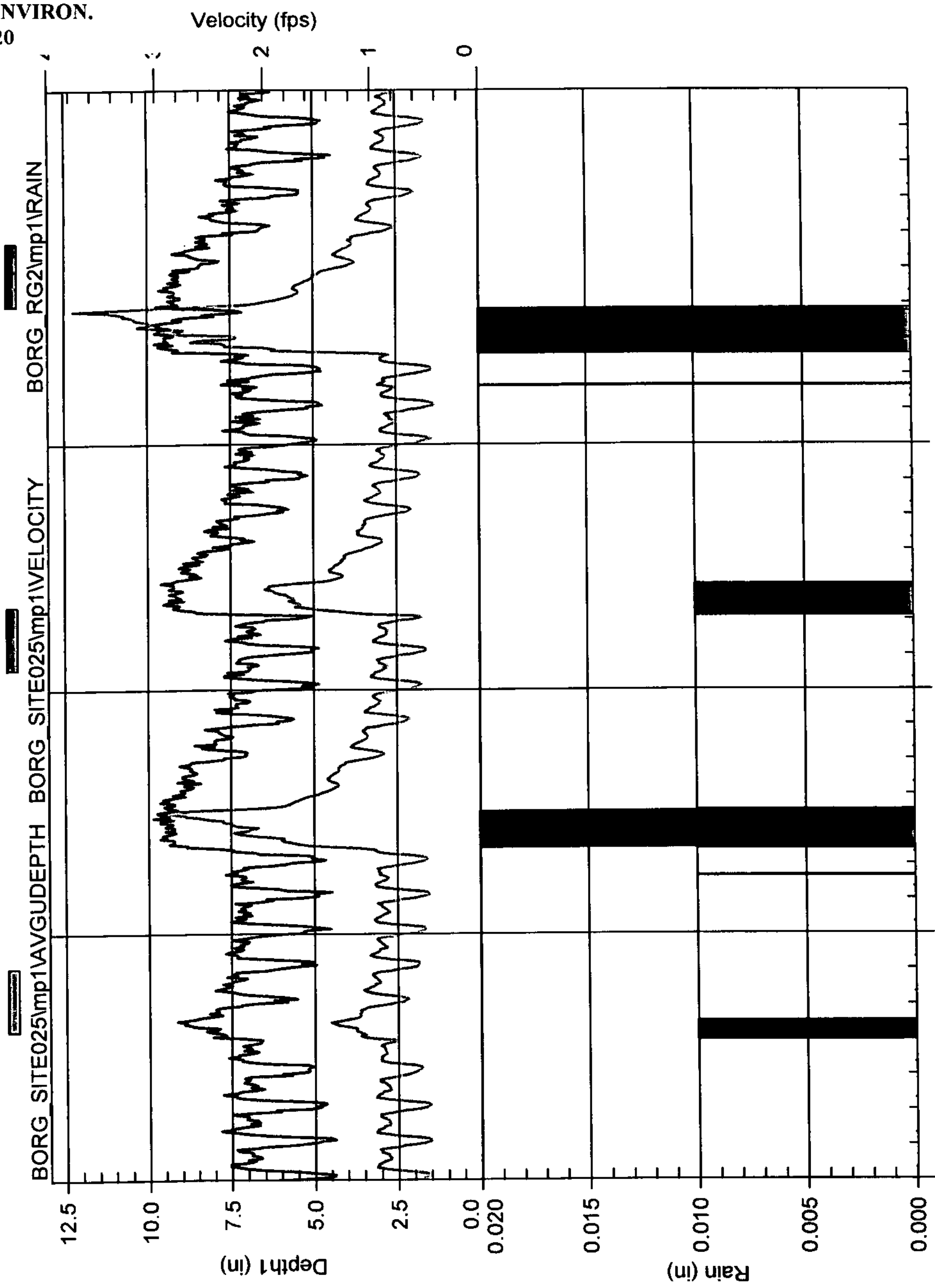


July 1998

TULSA_TL12\mp1\QFINAL						
Date	Time	Min.	Time	Max.	Average	Total
7/1/98	5:15 AM	1.064	9:45 AM	4.059	2.184	2.184
7/2/98	5:15 AM	1.254	1:15 PM	2.152	1.866	1.866
7/3/98	5:15 AM	1.135	1:00 PM	2.265	1.761	1.761
7/4/98	5:30 AM	1.124	12:15 P	2.253	1.701	1.701
7/5/98	7:15 AM	1.092	1:15 PM	2.098	1.698	1.698
7/6/98	5:30 AM	1.037	11:30 P	2.006	1.694	1.694
7/7/98	4:15 AM	1.113	10:15 P	2.144	1.756	1.756
7/8/98	4:30 AM	1.227	9:00 PM	2.205	1.891	1.891
7/9/98	4:30 AM	1.077	10:30 P	2.060	1.691	1.691
7/10/98	4:45 AM	1.060	7:30 PM	1.898	1.644	1.644
7/11/98	5:15 AM	1.022	12:45 P	2.172	1.705	1.705
7/12/98	7:45 AM	1.450	3:30 AM	2.357	1.926	1.926
7/13/98	5:15 AM	1.134	7:30 PM	2.125	1.711	1.711
7/14/98	11:30 P	1.830	11:15 P	1.968	1.898	1.990
7/15/98	5:15 AM	1.024	9:15 PM	1.972	1.625	1.625
7/16/98	4:30 AM	1.004	10:45 P	1.906	1.592	1.592
7/17/98	5:00 AM	1.040	10:15 A	1.983	1.599	1.599
7/18/98	5:00 AM	1.009	1:15 PM	2.110	1.622	1.622
7/19/98	6:30 AM	0.992	11:45 A	1.963	1.612	1.612
7/20/98	5:00 AM	0.955	12:15 P	1.870	1.563	1.563
7/21/98	5:30 AM	0.956	10:15 P	1.827	1.496	1.496
7/22/98	3:45 AM	0.936	8:45 PM	1.832	1.494	1.494
7/23/98	5:30 AM	0.988	11:30 P	1.808	1.514	1.514
7/24/98	5:00 AM	0.920	12:45 P	1.882	1.540	1.540
7/25/98	6:30 AM	0.989	12:30 P	1.985	1.571	1.571
7/26/98	5:30 AM	0.955	4:45 PM	1.919	1.565	1.565
7/27/98	5:30 AM	0.961	9:45 PM	2.049	1.616	1.616
7/28/98	5:00 AM	1.000	12:00 A	1.855	1.536	1.536
7/29/98	5:45 AM	0.861	10:45 P	1.832	1.452	1.452
7/30/98	5:00 AM	0.881	8:15 PM	1.828	1.479	1.479
7/31/98	5:15 AM	0.891	7:00 PM	1.789	1.470	1.470
ReportAvg	1.653					
ReportTotal						51.56



ADS Environmental Services
Hydrograph



22 Wed

15 Wed

8 Wed

Jan

Jan 97

Product Warranty

This section includes the warranty for the IntelliFlow Monitoring System.

New Product Warranty

All new products manufactured by ADS Corporation will be free from defects in material and workmanship for one year following the date of shipment from ADS. During this warranty period, upon satisfactory proof of a defect, the product may be returned for repair or replacement, at the option of ADS. No returns will be accepted unless the purchaser has prepaid shipping and has received a prior authorization return number from ADS. Please call 1-800-633-7246 to obtain your authorization number. Warranty repairs and replacements will be performed only by ADS or its authorized representative. Any unauthorized repair or replacement will void this warranty relative to the product and all of its parts. Any repair or replacement will be covered by this new product warranty for 90 days from the date that such repaired or replaced product is shipped from ADS.

This warranty is available to the original purchaser of the product and only if it has been installed, operated and maintained in accordance with the ADS operations and maintenance manual or as approved in writing by ADS or its authorized representative. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS's control.

Out-of-Warranty Product Repairs

After the new product warranty expires, a product may be returned, at the owner's prepaid expense, to ADS for repair. The owner will pay for all parts and labor associated with the repair. Any repair part will be covered by the new product warranty for 90 days from the date of shipment from ADS.

Troubleshooting Fee

ADS will charge a troubleshooting fee if the reported product defect cannot be found and/or the reported defect is not due to a defect in materials or workmanship.

Shipping

All repaired products will be returned via surface transportation prepaid by ADS. Import duties, fees, taxes, and other related charges are the responsibility of the owner.

THIS IS THE ONLY WARRANTY FOR ADS PRODUCTS. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PRODUCT REPAIR OR REPLACEMENT IS THE ONLY REMEDY. IN NO EVENT WILL ADS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999

FROM:

Dale Frederick Airport General Gvmt.
Name Division Department

ACTION REQUIRED: Request review, approval and signatures of the Mayor and City Clerk for a Lease and a Transfer Agreement with the Federal Aviation Administration providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment. The LDA with Glide Slope was purchased and installed by the Airport with the understanding that FAA would agree to assume ownership, operation and maintenance of the equipment, thus relieving the Airport of the high cost of maintenance and repair. The Lease gives the FAA right of use for the site on which the LDA and Glide Slope are located. Approval of a budget adjustment is also requested.

COST TO CITY:

<u>\$ 627,220</u>	<u>\$ -0-</u>	<u>Gain/Loss on Sale of Assets</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5550-0955-6881-02</u>	<u>\$ -0-</u>	
Account Number	Funds used to date	Program Name
	<u>\$ -0-</u>	<u>Airport</u>
<u>Project Number</u>	Remaining Balance	Fund

BUDGET REVIEW:

1/15/99 Budgeted Item ☒ Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Kramer</u>	<u>1-15-99</u>
Accounting Manager	Date
<u>City Attorney</u>	<u>1-18-99</u>
	Date
<u>Purchasing Officer</u>	<u>1-20-99</u>
	Date

GRANTING AGENCY:

<u>ADA Coordinator</u>	<u>Date</u>
<u>Yolanda Gault</u>	<u>1-18-99</u> ✓
Internal Auditor	Date

STAFF RECOMMENDATION:

Staff recommends approval of the Lease Agreement and Transfer of Associated Equipment documents.

Wale Dand 1-14-99
Division Head Date

Department Director Date
Administrative Services Director 20 JAN 99
Mayor 1/20/99
Date

Cross Reference

New Item: Yes No
Prev. Ord/Res#: _____
Orig Cont. Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER 

DATE: JANUARY 13, 1999

SUBJECT: FAA LEASE AGREEMENT AND TRANSFER OF LDA/GS ASSOCIATED EQUIPMENT

**REQUEST APPROVAL OF A FEDERAL AVIATION ADMINISTRATION
LEASE AGREEMENT OF THE LDA/GS AND TRANSFER OF ASSOCIATED EQUIPMENT**

The Airport request review, approval and signatures of the Mayor and City Clerk for a Lease and a Transfer Agreement with the Federal Aviation Administration providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment. The LDA with Glide Slope was purchased and installed by the Airport with the understanding that FAA would agree to assume ownership, operation and maintenance of the equipment, thus relieving the Airport of the high cost of maintenance and repair. The Lease gives the FAA right of use for the site on which the LDA and Glide Slope are located.

DF/ms

Attachments: 1 copy of Cover Letter
4 original Leases with 4 Corporate Certificates
4 original Transfer Agreements with 4 Corporate Certificates
1 copy of Nov. 29, 1996 letter from FAA referencing assumption of ownership



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

**LDA AND GLIDE
III. J. 3 LDA AND**

Fort Worth, Texas 76193-0000

DEC 22 1998

Mr. Dale Frederick, Airport Manager
Fayetteville Municipal Airport
4500 South School Avenue, Suite F
Airport Terminal Building
Fayetteville, Arkansas 72701

ROUTING			
Mgr	☒	Sec	☐
Ops	☒	Rec	☐
Mktg	☐	Post	☐
Fin	☒	File	☐

RECEIVED

DEC 27 1998

AIRPORT

Dear Mr. Frederick:

Lease No. DTFA07-99-L-01111
And Transfer Agreement
LDA/GS, Runway No. 34
Fayetteville Municipal Airport, Arkansas

Enclosed are four copies of the Federal Aviation Administration (FAA) Lease No. DTFA07-99-L-01111 together with a Transfer Agreement providing for the referenced Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment. If these documents are satisfactory, please have an authorized official simultaneously execute both documents together with the attached corporate certificates and return three fully executed copies to the Department of Transportation, Federal Aviation Administration, Property and Services Branch, ASW-54, Fort Worth, Texas 76193-0054.

In response to your letter dated September 29, 1998, please be advised that the FAA will absorb the estimated \$4,838.00 cost for installation of test equipment associated with the transfer of ownership of the LDA/GS, Runway No. 34, Fayetteville Municipal Airport.

If you require additional information, please contact Mr. Douglas Albro of our Logistics Support Staff at 817-222-4371.

Sincerely,

James M. Nelson
Contracting Officer

Enclosure (4)



U.S. Department
of Transportation
**Federal Aviation
Administration**
NOV 29 1996

Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

Fort Worth, Texas 76193-0000

Mr. Fred Hanna
Mayor, City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED DEC 26 1996

Dear Mr. Hanna:

The Federal Aviation Administration (FAA), Southwest Region, is taking action to assume ownership, operation, and maintenance of your Localizer-Type Directional Aid (LDA) with Glideslope for Runway 34 at the Fayetteville Municipal Airport (Drake Field), Fayetteville, Arkansas. The FAA's intent is to take over these facilities following their commissioning. In order to proceed with the takeover process, we are requesting the following documents and drawings:

- a. Legal descriptions and/or plot drawings of all property to be transferred;
- b. Utility contracts, account numbers, vendor names, phone numbers, meter numbers, etc.; and
- c. An inventory of all components, buildings fences, equipment, etc.

The FAA's Real Estate and Utilities Branch, ASW-56, will be responsible for the takeover process. Please submit the above items to the following address:

Department of Transportation
Federal Aviation Administration
Southwest Regional Headquarters
ATTN: August M. Riccono
Fort Worth, TX 76193-0472

If you have any questions concerning this request, please contact Mr. August M. Riccono, Non-Federal Coordinator, Airway Facilities Division, Operations Branch, Program Services Section, at 817-222-4722.

Sincerely,

Original Signed By:
MARCOS I. LUCAS

Marcos Costilla
Manager, Airway Facilities Division

cc:

RRR SMO AMRiccono:ASW-472.AMR;x4722:etc:11/26/96:472memo:HANNA2.doc
ASW-56
ASW-420
ASW-450
ASW-600
FTW FPO

file: 6700

LDA AND GLIDE
III. J. 4

City of Fayetteville, Arkansas
Budget Adjustment Form

LDA AND GLIDE
III. J. 5

Budget Year 1998	Department: General Government Division: Airport Program:	Date Requested 01/15/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:

Authorization is requested to transfer the Instrument Landing System (ILS) to the Federal Aviation Administration (FAA).

Project or Item Deleted:

None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:

The City purchased and contracted to have an ILS system installed in 1996. At the time the FAA indicated they would maintain the ILS if the City built it. The FAA requires the ILS to be transferred to them so they can maintain it.

Justification of this Decrease:

This adjustment does not require cash or investments.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Gain/Loss on Sale of Assets	627,220	5550 0955 6881 02	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	627,220	5550 0955 4999 99	

Approval Signatures

Requested By  Budget Coordinator	Date 1/18/99 Date
Department Director  Admin. Services Director	Date 20 JAN 99 Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>D</u>	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

U.S. Department of Transportation

FEDERAL AVIATION ADMINISTRATION
Southwest Region
Fort Worth, Texas 76193-0054

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport
Fayetteville, Arkansas

LEASE

Between

CITY OF FAYETTEVILLE, ARKANSAS

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____, in the year 19_____, by and between CITY OF FAYETTEVILLE, ARKANSAS, whose address is: Airport Department, 4500 South School Avenue, Suite F, Airport Terminal Building, Fayetteville, Arkansas 72701, for itself or its successors, and assigns, hereinafter referred to as the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES:

For the term beginning December 1, 1998, and ending September 30, 1999, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, VIZ:

LOCALIZER-TYPE DIRECTIONAL AID (LDA) WITH GLIDE SLOPE (GS)
RUNWAY No. 34

Tract "A" LDA AZIMUTH STATION SITE

Commencing at the centerline and threshold of Runway No. 34, thence proceed N 10°53'20"W, 3860.91 feet to a point; thence N 79°06'40"E, 347.92 feet to a point, said point being the point of beginning for this description; thence N 15°12'54"W, 250.00 feet to a point; thence N 74°47'06"E, 100.00 feet to a point; thence S 15°12'54"E, 250.00 feet to a point; thence S 74°47'06"W, 100.00 feet to the point of beginning, an area containing 0.57 acres more or less, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

Tract "B" LDA AZIMUTH STATION CRITICAL AREA

Commencing at the centerline and threshold of Runway No. 34, thence proceed N 10°53'20"W, 1802.11 feet to a point; thence N 79°06'40"E, 50.00 feet to a point, said point being the point of beginning for this description; thence N 10°53'20"W, 798.13 feet to a point; thence N 05°23'20"W, 1205.55 feet to a point; thence N 84°36'40"E, 400.00 feet to a point; thence S 05°23'20"E, 2000.00 feet to a point; thence S 84°36'40"W, 323.50 feet to the point of beginning, an area containing 17.67 acres more or less, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

Tract "C" LDA ELEVATION STATION SITE

Commencing at the centerline and threshold of Runway No. 34, thence proceed N 10°53'20"W, 884.00 feet to a point; thence N 79°06'40"E, 50.00 feet to a point, said point being the point of beginning for this description; thence N 10°53'20"W, 100.00 feet to a point; thence N 79°06'40"E, 250.00 feet to a point; thence S 10°53'20"E, 100.00 feet to a point; thence S 79°06'40"E, 250.00 feet to the point of beginning, an area containing 0.57 acres more or less, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

Tract "D" LDA ELEVATION STATION CRITICAL AREA

Commencing at the centerline and threshold of Runway No. 34, thence proceed N 10°53'20"W, 71.01 feet to a point; thence N 79°06'40"E, 50.00 feet to a point, said point being the point of beginning for this description; thence N 10°53'20"W, 914.44 feet to a point; thence N 84°36'40"E, 252.69 feet to a point; thence S 05°23'20"E, 910.23 feet to a point; thence S 84°36'40"W, 165.04 feet to the point of beginning, an area containing 4.36 acres more or less, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

LAD-DME CONTROL CABLE

The lessor grants to the Government a right-of-way for a twenty-five (25) pair direct buried control cable, said right-of-way being ten (10) feet in width, five (5) feet either side of the cable as installed and 3250.00 feet in length, more or less, as shown on Exhibit "A", attached hereto and made a part hereof.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. RENEWAL OPTION:

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's options shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives thirty (30) days' notice that it will not exercise its options, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 2018.

3. CANCELLATION:

The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

4. RENT:

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the LDA/GS upon the premises hereby leased.

5. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed the Government may abandon in place any or all of the structures and equipment installed in or located upon said

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

property. Notice of abandonment will be conveyed by the Government to the Lessor in writing. **Such abandoned structures and equipment shall become the property of the Lessor in accordance with Article II of the Transfer Agreement, executed concurrently with this lease.**

6. CONTINUOUS CLEARING OF AREAS AROUND NAVIGATIONAL AIDS:

The Lessor agrees to keep the restricted/critical areas of the LDA and GS mowed to a height that the vegetation will not be an obstruction to the operation and maintenance of the navigational facilities. (Maximum allowable height of grass and weeds is twelve (12) inches.)

7. INTERFERENCE WITH GOVERNMENT OPERATIONS:

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease unless consent hereto shall first be secured from the Government in writing.

8. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES:

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government's facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

9. HAZARDOUS SUBSTANCE CONTAMINATION:

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

10. QUIET ENJOYMENT:

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

11. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

12. COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

13. CONTRACT DISPUTES:

All contract disputes arising under or related to this contract shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a Lessor has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

A contract dispute shall be made in writing and signed by a Lessor or duly authorized representative of the Lessor and submitted to the Contracting Officer, that it is disputed either as to liability or amount. Submission shall be within six months after the accrual of the contract dispute. The contracting officer's decision concerning the contract dispute shall be binding on the parties unless the Lessor references the matter to the FAA Office of Dispute Resolution for Acquisition. Information relating to submitting a dispute will be provided by the Contracting Officer, upon request.

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

14. NOTICES:

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: City of Fayetteville, Airport Department
4500 South School Avenue, Suite F
Airport Terminal Building
Fayetteville, Arkansas 72701

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Property and Services Branch, ASW-54
Fort Worth, TX 76193-0054

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

BY: _____

TITLE: _____

THE UNITED STATES OF AMERICA

BY: James M. Nelson
James M. Nelson

TITLE: Contracting Officer

Lease No. DTFA07-99-L-01111
Localizer-Type Directional Aid (LDA)
With Glide Slope (GS), Runway No. 34
Fayetteville Municipal Airport, Arkansas

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the
Corporation named in the foregoing agreement, that _____
who signed said agreement on behalf of said corporation, was then _____
thereof, that said agreement was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

Dated this _____ day of _____, 19_____.

Signed by _____

CORPORATE SEAL



TRANSFER AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND
CITY OF FAYETTEVILLE, ARKANSAS

THIS AGREEMENT made and entered into this _____ day of _____, 19____, by and between the UNITED STATES OF AMERICA, acting by and through the Department of Transportation, Federal Aviation Administration, hereinafter referred to as the Government, whose address is: Property and Services Branch, ASW-54, Fort Worth, Texas 76193-0054, and the CITY OF FAYETTEVILLE, ARKANSAS, hereinafter referred to as the Owner, whose address is: Airport Department, 4500 South School Avenue, Suite F, Airport Terminal Building, Fayetteville, Arkansas 72701, WITNESSETH THAT:

WHEREAS, the Owner desires to transfer to the Government the Localizer-Type Directional Aid (LDA) With Glide Slope (GS), Runway No. 34, Fayetteville Municipal Airport, Arkansas; and

WHEREAS, Section 303 (c) (1) of the Federal Aviation Act of 1958, as amended, authorized Government acceptance of non-Federal navigational and air traffic control facilities and equipment; and,

WHEREAS, the Government agrees to operate and maintain the aforesaid LDA/GS for the benefit of air carriers, military, general aviation aircraft personnel, and the standard use by the general public.

NOW, THEREFORE, in consideration of the premises and covenants and agreement contained herein, the Government and the Owner agree as follows:

ARTICLE I – PROPERTY TO BE TRANSFERRED:

A. The Owner, for and in consideration of the assumption by the Government of all obligations, and its covenant to abide by and in agreement of certain conditions, its transferees, successors, and assigns, under the conditions set forth hereinafter, transfer all the Owner's rights, title, and interest in and to the improvements as constructed by Fayetteville Municipal Airport, Arkansas, more particularly listed in Attachment "A", attached hereto and made a part hereof and described as the Localizer-Type Directional Aid (LDA) with Glide Slope (GS), Runway No. 34.

B. The Owner has entered into Lease No. DTFA07-99-L-01111 with the Government for the land rights required for operation of the LDA/GS at no cost to the Government for 20 years.

Transfer Agreement
LDA/GS, Runway No. 34
Fayetteville Municipal Airport
Fayetteville, Arkansas

C. The Owner further agrees that the equipment and structures are being transferred free of any encumbrances, liens, or legal liabilities. Any outstanding encumbrances, liens, or legal liabilities associated with these facilities and incurred prior to the transfer shall remain the responsibility of the Owner.

ARTICLE II – SPECIAL CONDITIONS:

A. If operational requirements diminish to the point that maintenance, ownership, and operation of the LDA and GS become economically unfeasible, as determined by the FAA, the FAA may abandon in place all equipment and units pertaining to the LDA and GS set forth in this agreement. Such abandoned equipment shall automatically revert to the Owner, or its successor or assign. Should the original equipment be replaced or modified to meet FAA specifications, the new or modified unit will revert to the Owner. It is agreed and understood that the LDA and GS herein conveyed when reverting back to the Owner or transferred back to the Owner will be in good working order and condition in accordance with the Federal Aviation Act of 1958, Section 303 (c). The relinquishing of ownership of any system or equipment by FAA will also absolve the FAA of any further responsibilities for the operation, maintenance, or logistic support of the system or equipment concerned.

B. If the previous Owner declines the return of the facilities, the FAA will abandon them in place or declare them excess to its needs and either dispose of them directly, as approved by the Administrator, or report them to GSA for disposal in accordance with the Federal Property and Administrative Act of 1949, as amended.

ARTICLE III – CORRESPONDENCE:

All correspondence relating to this agreement shall be addressed as follows (or to such other address as either party may designate from time to time):

TO OWNER: City of Fayetteville, Airport Department
4500 South School Avenue, Suite F
Airport Terminal Building
Fayetteville, Arkansas 72701

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Property and Services Branch, ASW-54
Fort Worth, Texas 76193-0054

Transfer Agreement
LDA/GS, Runway No. 34
Fayetteville Municipal Airport
Fayetteville, Arkansas

ARTICLE IV – EFFECTIVE DATE:

This agreement supersedes any previous agreements between the parties covering the subject matter set forth and is effective _____.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Title: _____

THE UNITED STATES OF AMERICA

By: James M. Nelson

James M. Nelson

Title: Contracting Officer

Transfer Agreement
LDA/GS, Runway No. 34
Fayetteville Municipal Airport
Fayetteville, Arkansas

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the
Corporation named in the foregoing agreement, that _____
who signed said agreement on behalf of said corporation, was then _____
thereof, that said agreement was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

Dated this _____ day of _____, 19 _____.

Signed by _____

CORPORATE SEAL

LDA AND GLIDE

III. J. 18

A. STAKE MODULES

A. LOCALIZER/GLIDESLOPE - RW 34 - LFH (DRAKE FIELD)

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>WILCOX P/N</u>	<u>S/N</u>
1	EA	CCA, MON, LOC/GS	120381-1	0641
1	EA	POWER SUPPLY	120292-1	0535
1	EA	CCA, DC-DC CONV	120293-1	1037
1	EA	CCA, CABLE FAULT DET	120361-1	0271
1	EA	SYN ASSY, LOC	120284-1	0386
1	EA	CCA, TRANS SUPPR, 8X8	120303-1	0790
1	EA	CCA, AUDIO GEN	120286-1	0550
1	EA	CCA, PNL SUBSYS	120291-2	0408
1	EA	CCA, TRANS SUPPR, LOC/GS	120-321-1	0418
1	EA	CCA, RMMC	120289-1	0588
1	EA	CCA, SUBSYS, INTFC	120287-1	0358
1	EA	CCA, LCSU, LOC/GS	120288-1	0376
1	EA	MOD/PA ASSY, LOC	120290-1	0719
1	EA	INT DET ASSY	120322-1	2030
1	EA	MODULE, SAMPLE	119262-4	0272
1	EA	SW, RF XMSN	012343-1	412-153
1	EA	MODULE, SAMPLE, LOC/GS	119262-5	0266
1	EA	SYNTH ASSY, GS	120284-2	0385
1	EA	MOD/PA ASSY, GS	120299-1	0558
1	EA	MODULE, SAMPLE GS	119262-2	0320
1	EA	MODULE, SAMPLE, GS 1/2	119297-1	0305

B. RCSU

1	EA	CCA, CTRL	120307-1	0254
1	EA	CCA, DC-DC CONV.	120306-1	0274
1	EA	CCA, STATUS UNIT	120312-2	0961
1	EA	CCA, BCPS RCSU	120305-1	0270

C. RSIU_

1	EA	RSIU, FA-10591	120313-1	1008
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D. LCU

1	EA	CCA, CPU LCU	120289-2	0562
1	EA	POWER SUPPLY ASSY, AC-DC	48035-1	0037
1	EA	POWER SUPPLY ASSY, DC-DC	48036-1	0009

II. OTHER EQUIPMENT (INSTALLED AT FYV ATCT, COMMON TO LOC AND GS)

1	EA	REMOTE CONTROL AND STATUS UNIT	1007
1	EA	REMOTE STATUS INDICATOR UNIT (RSIU)	1009
1	EA	LINK CONTROL UNIT (LCU)	1005

III. TEST EQUIPMENT (COMMON TO LOC AND GS)

1	EA	PORTABLE ILS RECEIVER (PIR)	PA-10592	162
1	EA	PORTABLE MAINTENANCE DATA TERMINAL (PMDT)		
1	EA	TOSHIBA NOTEBOOK COMPUTER	T1910	12463382
1	EA	TEST ADAPTER, SCHROFF	20800-188	1728900553/AB
1	EA	TEST ADAPTER, SCHROFF	20800-188	1726900585/AB
1	EA	TEST ADAPTER, MUPAC	L-146537 ET	149191

III. SAFETY EQUIPMENT (GLIDE SLOPE)

1	EA	BODY BELT, L917	702438
1	EA	LANYARD, L952 DAN 6	024648
1	EA	STAINLESS STEEL SAFETY SLEEVE	1000-1672-401 737

IV. MANUALS

1. LOCALIZER GROUP INSTRUCTION MANUAL
2. PORTABLE ILS INSTRUCTION MANUAL
3. REMOTE INDICATION AND CONTROL EQPT INSTRUCTION MANUAL
4. LINK CONTROL UNIT GROUP INSTRUCTION MANUAL
5. GLIDESLOPE GROUP INSTRUCTION MANUAL
 - a. TOSHIBA T1910 REFERENCE MANUAL
 - (1) GETTING STARTED
 - (2) USERS GUIDE
 - (3) BALL POINT MOUSE
 - (4) CARD MANAGER
 - (5) INFORMATION PACKAGE
 - b. MICROSOFT MS-DOS (V6.22) USERS GUIDE
 - c. MICROSOFT WINDOWS (V3.1) USERS GUIDE
 - d. MEGA HERTZ MODEM USER GUIDE AND INSTALL GUIDE
 - e. MEGA HERTZ FAXWORKS USERS GUIDE

TI6750.180
TI6750.185
TI6750.182
TI6750.183
TI6750.181

LDA AND GLIDE

III. J. 20

V. REAL PROPERTY

A. LOCALIZER MARK 20

1. SHELTER, VERTEX, 8X12, W/ SLAB
2. AIR CONDITIONER, GE AJX08AFV4
3. STORAGE CABINET, MODEL 1470
4. WORK BENCH, 24" X 48"
5. LOCALIZER SUBSYSTEM, FA-10582
6. LOCALIZER ANTENNA, FA-10583, 14/10
7. STOOL, MODEL 624
8. BASEBOARD HEATER, H2204
9. BATTERY KITS, 2 EA, 24V, 100AH

S/N

1868
LR 846471

1005
1005

B. GLIDESLOPE MARK 20

1. SHELTER, VERTEX, 8X12, W/4 PIERS, STEPS
2. GLIDESLOPE SUBSYSTEM, FA-10584
3. GLIDESLOPE ANTENNA, CAPTURE EFFECT
4. AIR CONDITIONER, GE, AJX08AFV4
5. WORK BENCH, 24" X 48"
6. STOOL, MODEL 624
7. STORAGE CABINET, MODEL 1470
8. DISTRIBUTION/COMBINING UNIT, FA-10586
9. BASEBOARD HEATER, H2204
10. BATTERY KITS, 2 EA, 24V, 100 AH

1869
1006

LR846473

1006

STAFF REVIEW FORM

LIBRARY MASTER

~~HEAT~~ I I. I

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 2, 1999
FROM:

<u>Louise Schaper</u>	<u>Library</u>	<u>Public Works</u>
NAME	DIVISION	DEPARTMENT

ACTION REQUIRED:

Approval of a resolution amending a contract with Meyer, Scherer & Rockcastle, Ltd. in the amount of \$34,465 to extend the Master Plan for Library Services & Facilities to evaluate two design options. Approval of a budget adjustment is requested.

COST TO CITY:

<u>\$ 34,465</u>	<u>\$ 40,422</u>	<u>Library Master Plan</u>
COST OF THIS REQUEST	CATEGORY/PROJECT BUDGET	CATEGORY/PROJECT NAME
<u>4470-9470-5314-00</u>	<u>\$ 36,788</u>	<u>Library Improvements</u>
ACCOUNT NUMBER	FUNDS USED TO DATE	PROGRAM NAME
<u>98093-1</u>	<u>\$ 3,635</u>	<u>Sales Tax Capital</u>
PROJECT NUMBER	REMAINING BALANCE	FUND

BUDGET REVIEW: ☐ BUDGETED ITEM ☒ BUDGET ADJUSTMENT ATTACHED

Steph Davis
BUDGET COORDINATOR

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Garner
ACCOUNTING MANAGER

1-20-99
DATE

ADA COORDINATOR

Yolanda Fields
INTERNAL AUDITOR

DATE

1-20-99 ✓
DATE

CITY ATTORNEY

DATE

PURCHASING OFFICER

DATE

STAFF RECOMMENDATION:

DIVISION HEAD

DATE

CROSS REFERENCE

DEPARTMENT DIRECTOR

DATE

NEW ITEM: YES NO

ADMIN. SVCS DIRECTOR

DATE

PREV ORD/RES #: _____

MAYOR

DATE

ORIG CONTRACT DATE: _____

LIBRARY MASTER
III.K.2

To: Honorable Mayor Fred Hanna and Fayetteville City Council
Thru: Charles Venable, Public Works Director
From: Louise Schaper, Library Director
Date: January 19, 1999

Re: Approval of Addendum to the Contract for a Master Plan for Library Services and Facilities 1998-2020 to Meyer, Scherer and Rockcastle, Ltd.

The Fayetteville Public Library gratefully asks for your approval of the following request:

- (1) An amendment to extend the contract for a Master Plan for the Fayetteville Public Library to Meyer, Scherer and Rockcastle, Ltd. in the amount of \$34,465.
- (2) The related budget adjustment.

In the recent public hearings (January 14 and 15) we heard many voices. It was clear that the library has strong public support and wants to see improved, expanded library facilities and services. There are, however, clearly divergent views of the importance of the existing building. The consultant, Jeff Scherer, did not think a conclusion could be drawn from the opinions expressed at the public hearings. We learned the following from those present:

1. Maintain the residential character of the setbacks and landscaping along Dickson St.
2. Keep the original Warren Segraves building intact.
3. Removal of the Med-Arts building would be acceptable if necessary.
4. Any addition to the existing building should be done in a respectable and compatible style.
5. Alterations to the facility to accommodate the functional needs of the library would be supported.
6. An addition should not overwhelm the original building.
7. The public would support the increased costs to make the necessary functional and engineering upgrades in the existing building. (?)
8. There is not a unanimous consensus that the building should be torn down or saved.
9. If it is saved and not compatible for library use, it should be maintained as a public building.
10. If it must be removed, then the new building should be designed in a way that respects the landscaping, the residential character of the neighborhood and the scale of the adjoining houses.
11. The public would support a new building if it located in the downtown area, is of high quality, and is built to demonstrable library standards.
12. The public might support the removal of the existing building if the new building were to: 1) preserve the residential character of the site, b) enhance and preserve the landscaping, c) solve the pedestrian and vehicular access issues, and d) be a wiser financial investment over purchasing a new site.

While there are less vocalized and strong opinions that the building is not Mr. Segraves' best example, the main concern is whether a new building can rise to be an excellent civic structure.

We are asking that the study continue so that two building options, one for the existing site and one new site, can be investigated more thoroughly and more public input can be had. A contract addenda is attached.



MS&R

Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

Memorandum

January 19, 1999

To: Louise Schaper, Director, Fayetteville Public Library
From: Jeffrey A. Scherer, FAIA
Re: Contract Addenda
Fayetteville Public Library Design Study

Based on the expressed need to further evaluate design options for the expansion of the Fayetteville Public Library, as expressed in the *Master Plan*, MS&R propose the following work plan. This work would be done as an addendum to our current contract.

I. Work Task

Prepare a *Preliminary Design Solution* for the existing site and one (1) new site. The purpose of these two (2) studies will be to evaluate, compare and recommend the best design solution in terms of:

- a) Scale of the building
- b) Relationship to the surrounding properties
- c) Relationship to the streetscape
- d) Public and service pedestrian and vehicular access
- e) Functional efficiency
- f) Adherence to sound library planning principles
- g) Flexibility and future growth
- h) Cost
- i) Operational efficiency in terms of annual operating and staff costs.

In addition to the above work task, MS&R will attend work sessions in Fayetteville. These sessions will be with the Library Board, staff, civic and political leaders and public citizens. This proposal includes up to five (5) work sessions. Additional sessions can be attended as an optional additional service.

II. Work Product

To illustrate the *Preliminary Design Solution*, MS&R will provide:

- a) A site plan illustrating landscape materials, pedestrian and bicycle pathways, vehicular access parking and future building and parking expansion.
- b) A *Diagrammatic Floor Plan* (s) illustrating the functional relationships and sizes of all major service areas of the library. This illustration will be sufficient to assess the functional efficiency and relationships between service areas. This preliminary design will not include detailed floor plans illustrating walls, doors, fenestration or other aspects of a floor plan normally illustrated in the Schematic Design Phase of a building project.
- c) A three *Dimensional Model* of the existing site and one (1) new site illustrating, at a scale to be agreed, the contours, surrounding structures within 300 feet and the massing of the building. This model will not illustrate fenestration, building materials,

LIBRARY MASTER
III.K.4

- or construction details. Its purpose is to understand the physical relationships of the library building and the existing adjacent buildings.
- d) Project budget and proposed schedule for construction.
 - e) A written analysis comparing the two library building studies against the criteria shown under Work Task.

III. Professional Compensation

For the above *Work Task* and *Work Product* compensation is proposed as follows:

Staff	Hours	Fee	Notes
Jeffrey Scherer	40	\$6,000	Five (5) meetings in Fayetteville. No charge for travel time.
Jeffrey Scherer	48	\$7,200	Design and Analysis
Sean Wagner	100	\$6,500	Design, Analysis and Documentation
Architect Level 2	160	\$6,500	Documentation
Architect Level 3	160	\$3,840	Model Making
Cost Estimator		\$3,000	Two (2) Estimates
Total for Labor		\$33,040	Cost not to exceed

Estimated Reimbursable Expenses

Return Airfare	5 @ \$190	\$950	No charge for 1/2 of airfare
Per Diem	5 @25	\$125	
Telephone		\$100	Allowance
Postage and Package Delivery		\$250	Allowance
Total		\$1,425	

IV Optional Additional Services

If required, this contract addendum can be extended to include the following optional additional services:

- a) Attendance at additional meetings
- b) Detailed design investigation
- c) Additional site studies
- d) Fully illustrated perspective renderings
- e) Traffic Engineering
- f) Civil Engineering
- g) Geotechnical Engineering
- h) Land Surveying

V Owner Obligations

The Owner agrees to provide, at no charge to MS&R:

- a) Computer GIS site data for each site to be investigated.
- b) Civil engineering drawings of adjacent public roads
- c) Aerial photographs

We trust that this addenda meets your approval.

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

LIBRARY MASTER
~~III.K.5~~ **I.I.4**

Budget Year	Department: Sales Tax Capital Improvement Fund	Date Requested	Adjustment #
1998	Division:	01/20/99	
	Program:		

Project or Item Requested:
Additional funding is requested for the Library Master Plan.

Project or Item Deleted:
None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
The original contract for Library Master Plan has been completed. The consultant, staff and Library Board agree that clearly divergent views on the future of the Fayetteville Public Library exist within the citizens of Fayetteville. This funding will enable the consultant to prepare additional options and conduct additional public hearings on the future of the Fayetteville Public Library.

Justification of this Decrease:
Sufficient cash & investments exist to fund this request and meet all other planned expenditures.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Professional Services	34,465	4470 9470 5314 00	98093 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	34,465	4470 0947 4999 99	

Approval Signatures

Requested By  Budget Coordinator	Date <u>1/20/99</u> Date
Department Director	Date
Min. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

STAFF REVIEW FORM

I. J. 11

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999
 FROM:

Dale Frederick
 Name

Airport
 Division

General Government
 Department

ACTION REQUIRED: Approval of a lease with Northwest Arkansas Aviation Technologies Center to lease an executive hanger located at 4248 South School Avenue. The initial lease term is five(5) years with three (3) additional five (5) year lease options. Also requested is a budget adjustment establishing a project budget to perform the necessary building improvements to bring the building up to current building code standards.

COST TO CITY:

\$75,000 estimate
 Cost of this Request

\$ -0-
 Category/Project Budget

NWAATC Hanger Imp
 Category/Project Name

5550-3960-5804-00
 Account Number

\$ -0-
 Funds Used To Date

Airport Capital
 Program Name

99050-1
 Project Number

\$ -0-
 Remaining Balance

Airport Fund
 Fund

BUDGET REVIEW:

_____ Budgeted Item XX Budget Adjustment Attached

[Signature]
 Budget Coordinator

[Signature]
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

1-21-99
 Date

Internal Auditor

Date

[Signature]
 City Attorney

1-21-99
 Date

ADA Coordinator

Date

[Signature]
 Purchasing Officer

1-21-99
 Date

STAFF RECOMMENDATION: Staff recommends approval of this lease and budget adjustment.

[Signature]
 Division Head

Jan 21, 1999
 Date

Cross Reference

Department Director

Date

New Item: **Yes No**

[Signature]
 Administrative Services Director

25 JAN 99
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

1/28/99
 Date

Orig Contract Date: _____

C:\APP\99BUDGET\99BUDGET\TANHANGE.LSE

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

*Please reference dates for
CPI mfr*

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

From: Dale Frederick, Airport Manager

Date: January 20, 1999

re: Lease of hanger at Drake Field to Northwest Arkansas Aviation Technologies Center

The Northwest Arkansas Aviation Technologies Center (NAATC) has been awarded a grant by the Arkansas Economic Development Commission to assist in funding an aircraft construction and maintenance school. The NAATC has entered into a contract with SABRE to establish and operate the school. The hanger is located at 4248 South School Street. It was previously occupied by Mesa Airlines and has been vacant for the past few years.

The Airport Board will review this lease at a called Airport Board meeting. Their recommendation will be presented at the City Council Agenda session on January 26, 1999.

This agenda item consists of accepting the lease agreement with NAATC and approving a budget adjustment that will establish a project and project funding to accomplish the necessary building improvements the City is responsible for in the lease agreement. The terms of the lease provide for a monthly lease payment of \$4,500 with an initial lease term of five (5) years. The lease contain three additional five year terms for a total potential lease term of twenty (20) years.

The City is responsible (under the lease terms) to bring the hanger up to current state and local building codes. Specifically, the City is responsible for basic building structure including the floors, walls, ceiling, roof, sprinkler system, all plumbing and fittings thereto, primary electrical circuits, heating, ventilation and air conditioning, maintenance of the existing paved ramp and parking lots, and, perimeter fences. The target date for completion of the all of the building improvements both by the City and the lessee in May 1, 1999.

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

Budget Year 1999	Department: General Government Division: Airport Program: Airport Capital	Date Requested 01/20/99	Adjustment #
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Project or Item Requested:
Funding is requested to establish a project to renovate an executive hanger at Drake Field for the Northwest Arkansas Aviation Technologies Center for use as an aircraft construction and maintenance school.

Project or Item Deleted:
Funding proposed for this adjustment is from the HVAC Air handlers project and use of fund balance.

Justification of this Increase:
The funding requested will provide the project funds to bring the basic building systems up to the current building codes. The NWAATC has committed to a multiyear lease agreement utilizing the executive hanger formally occupied by Mesa Airlines.

Justification of this Decrease:
The Air Handler project was for replacement of equipment in the passenger terminal. With the relocation of essentially all of the passenger air traffic the project can be postponed. Sufficient cash & investments exist to fund the remaining cost of the this project.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Building Improvements	75,000	5550 3960 5804 00	99050 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Building Improvements	60,000	5550 3960 5804 00	99039 1
Use of Fund Balance	15,000	5550 0955 4999 99	

Approval Signatures

Requested By: [Signature] Date: 1/21/99
Budget Coordinator

Department Director: [Signature] Date: 25 JAN 99
Admin. Services Director

Mayor _____ Date _____

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

EXECUTIVE HANGAR LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 19____, between the City of Fayetteville, Arkansas, hereinafter called "Lessor", and Northwest Arkansas Aviation Technologies Center, of 100 W. Center, Suite 300, Fayetteville, AR 72701, hereinafter called "Lessee".

WHEREAS, Lessor is the owner of an airport known as the Fayetteville Municipal Airport (Drake Field), herein referred to as the "Airport"; and

WHEREAS, Lessor is the owner of a facility at the Airport; and

WHEREAS, Lessee desires to lease this facility.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. Lessor leases to Lessee, and Lessee leases from Lessor, the facility at 4248 South School Avenue, Fayetteville, Arkansas, 72701 as reflected on Exhibit "A" attached hereto and made a part hereof.

2. Lessee is granted the use, without charge, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, not less than one hundred (100) parking spaces, runways, ramps (including noise barriers),

aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Lessee shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Lessee, its employees, students, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Lessee.

4. Subject to earlier termination as hereinafter provided, the initial term of the Lease Agreement shall be for a period of five (5) years, commencing on the later of: (i) the Date of Lessee's Beneficial Occupancy, or (ii) the 1st day of May, 1999 (the effective date hereinafter referred to as the "Commencement Date") and ending on the 30th day of April, 2004. Lessor further agrees to extend this Agreement for three additional five (5) year terms. The parties agree that the rental to be effective as of the commencement of each of the renewal terms shall be equal to the rate set forth in Section 5, as adjusted by the CPI Index, as defined to mean the monthly index published by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Customers (CPI-U) Dallas-Fort Worth, Texas - All Items (1982-1984=100). Index utilized will be as of December 31 as published on March 31 prior to the renewal date. Lessor and Lessee agree that Either Party may terminate this Agreement at any time after the first year of Lessee's beneficial occupancy by providing notice to the other party thirty (30) days prior to the effective date of termination.

5. Lessee agrees to pay Lessor for the use of the demised premises, facilities, rights, and privileges granted hereunder the sum of \$ 4,500.00 per month during the initial Lease term.

However, should the Lease term begin on a day other than the first day of a calendar month, or should the Lease end on a day other than the last day of a calendar month, such partial month Lease payment shall be a pro-rated share of the monthly Lease payment. The initial Lease payment is due and payable upon the Commencement Date and all subsequent monthly Lease payments shall be due and payable in advance on or before the 1st day of each calendar month thereafter.

6. Lessor shall maintain and keep in good repair so much of the Airport premises as is not under the exclusive control of Lessee.

7. Lessee shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises.

8. Lessee agrees to observe and obey Lessor's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such rules and regulations shall be consistent with safety and with all city, county, and state rules and regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport. Lessee shall be subject to Lessor's "Minimum Standards for Commercial Aeronautical Activities at Drake Field" which are incorporated herein by reference thereto and made a part hereof as if set out word for word. Lessor warrants and covenants unto Lessee that no hazardous or any other substances, as defined in 40 CFR 302, exist on the demised premises which are restricted, prohibited or penalized by an "Environmental Law", which term shall mean any federal, state or local law, regulation or ordinance relating to pollution or protection of the environment. If any testing or study discloses the existence of any hazardous substances on the demised premises that are determined to have been present on the demised premises prior to the execution of this Lease,

it shall be Lessor's responsibility to timely arrange and pay for any costs associated with environmental testing and/or studies, remedial action, cleaning up or removing the hazardous substances to a proper disposal site in accordance with all applicable laws and the governmental agency having jurisdiction thereof.

9. Lessor authorizes Lessee to use the premises for the implementation and conducting of an Aviation Maintenance Technology Program, including but not limited to, the provision of such training and educational components as are required for an airframe and power plant certification by the Federal Aviation Administration under FAR 147. Subject to the prior written approval of the Lessor, which shall not be unreasonably withheld, Lessee shall also have the right to use the demised premises for other purposes ancillary or related to Lessee's operations. Aircraft, aircraft components and sub-components, vehicles, equipment, materials and/or supplies necessary to the training program may be stored on the demised premises. Lessee further agrees to store flammable material only in approved containers, and not to violate the provisions of Lessor's standard commercially available property damage insurance policy. Any such violations shall constitute a material breach of this agreement.

10. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the Lessee, said premises shall be repaired with due diligence by Lessor at Lessor's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, Lessor may reconstruct the hangar at the Lessor's own cost and the rent

payable hereunder shall be adjusted as set forth above, or either Lessor or Lessee may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

11. Lessor shall procure and maintain in force during the term of this Agreement fire and extended coverage on the facility in an amount equivalent to the replacement cost thereof. Lessee shall be required to insure any contents within the facility.

During the term of this agreement Lessee shall at all times maintain general public liability insurance in the amount of \$1,000,000.00. Lessee shall file with Lessor's Airport Manager Certificates of Insurance evidencing the insurance coverage required hereby.

12. Lessee agrees to indemnify Lessor against any liability for injuries to persons or damage to property caused by Lessee's gross negligent use or occupancy of the leased premises; provided, however, that Lessee shall not be liable for any injury, damage or loss occasioned by the negligence of Lessor or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

13. Improvements: Lessor shall bear the cost of all improvements necessary to comply with all current State and local building codes for the basic building structure area including, but not limited to: (i) floors, walls, ceiling and roof; (ii) sprinkler system; (iii) all plumbing and fittings thereto; (iv) primary electrical circuits; (v) heating, ventilation and air conditioning (HVAC); (vi)

maintenance of existing paved ramp and parking lots; and (vii) existing perimeter fences. Lessee shall bear the cost of all improvements or additions made to the interior of the building for new classrooms and/or labs, including, but not limited to: (i) the construction of new walls and ceilings; (ii) the installation of new stairwells, doors and lighting fixtures; (iii) the relocation of existing and/or installation of new electrical circuits; (iv) the construction of a new sidewalk on the north side of the existing building; and the installation of new HVAC ducts and grates. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager. Any signs to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City ordinances.

14. Maintenance: The Lessor shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment installed by Lessor which includes roof, exterior walls and exterior plumbing, HVAC, and sprinkler system, existing paved ramp and paved parking lots. The Lessor agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of the Lessee, or Lessee's agents or invitees, upon notice from Lessee, the Lessor will immediately cause repairs to be made and restore the defective portions to good condition. Routine maintenance of the large aircraft doors shall remain the responsibility of the Lessor.

15. If Lessee fails to make any payment due hereunder within thirty (30) days of the date on which such payment is due, Lessor may, at its option, terminate this Agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payment

of the amount due and unpaid. Lessor shall also have the right to terminate this Agreement in the event Lessee breaches any other terms of this Agreement; provided, however, no breach shall be deemed to exist unless Lessee fails to cure said breach within thirty (30) days after receipt of written notice thereof. As to curing of a breach (other than the payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the Lessee shall, within the time stipulated, commence such curing and diligently pursue same, then the above time period shall be extended to allow Lessee reasonable opportunity to complete said cure.

16. On the expiration or other termination of this Lease, Lessee's right to use the demised premises shall cease, and Lessee shall vacate the premises without unreasonable delay. All permanent interior structures installed, erected, or placed by Lessee in, on, or about the premises leased hereunder shall remain the property of Lessor.

17. Lessor may enter the premises leased to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligation.

18. Lessee shall maintain the demised premises in a clean and orderly fashion at all times.

19. Lessee shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

20. Lessee shall not at any time assign this lease or sublet the demised premises without the prior written consent of Lessor.

21. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

LESSOR: Airport Administration Office
4500 S. School, Suite F
Fayetteville, Arkansas 72701
Phone: 501-521-4750, ext. 6

LESSEE: Chairman,
Northwest Arkansas Aviation Technologies Center
100 West Center Suite 300
Fayetteville, AR 72701
Telephone: 501-582-2100

23. This Agreement shall be construed under the laws of the State of Arkansas.

24. All the covenants, conditions, and provisions under this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereof.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first
above written.

LESSOR:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

LESSEE:
NORTHWEST ARKANSAS AVIATION
TECHNOLOGIES CENTER

By: _____
Mark Simmons

Title: _____
Chairman

ATTEST:

By: _____
Buddy Philpot

Title: _____
(Secretary)

STAFF REVIEW FORM

BID WAIVER
III. A. 1

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999

FROM:

W.A. Oestreich

Name

Fleet Operations

Division

Administrative Services

Department

ACTION REQUIRED:

Approval of an Ordinance providing for a Bid Waiver to purchase a Self Propelled Wedge foot Roller for use in the Street Maintenance Program.

COST TO CITY:

Cost: \$ 40,000 Trade Allowance: _____ Net Cost: \$ 40,000

Annual needs as reflected

\$ 40,000 \$ 40,000 Construction Equipment

Cost of this Request

Category/Project Budget

Category/Project Name

9700-1920-5802.00

Account Number

\$ --00.00--

Funds Used To Date

Vehicles & Equipment

Program Name

98062

Project Number

\$ 40,000

Remaining Balance

Shop

Fund

BUDGET REVIEW:

XX Budgeted Item _____ Budget Adjustment AttachedAlfred S.
Budget Coordinator_____
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
Accounting Manager1-12-99

Date

ADA Coordinator_____
Date____
City Attorney1-12-99

Date

Yolanda Fields
Internal Auditor1-12-99

Date

P. Vice
Purchasing Officer1-12-99

Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance.

W.A. Oestreich

Division Head

1-12-99

Date

Cross Reference

Department Director_____
Date

New Item: Yes No

W.D. Gibson
Administrative Services Director12 JAN 99

Date

Prev Ord/Res #: _____

Fred Hamme
Mayor1/13/99

Date

Orig Contract Date: _____

CITY OF FAYETTEVILLE
FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director

FROM: William Oestreich, Fleet Operations Superintendent

DATE: January 12, 1999

SUBJECT: **Bid Waiver for Used/Demonstrator Self Propelled Wedge foot Roller**

Attached is a proposed Ordinance providing for a Bid Waiver to purchase a used or demonstrator Self Propelled Wedge foot Roller to be utilized basically in the Street Maintenance Program. (Reference 1999 Budget-Project 98062)

I have conducted an informal survey of several Arkansas and Oklahoma dealers and have found some used and rental units of various brands and sizes that could fit into the criteria of our requirements.

Procurement of a used/demonstrator/rental unit will allow us to gain a much more desirable unit for the dollar amount expended. The intent will be to procure a unit with useable life on par with comparable new units for the dollars expended.

Upon approval of a Bid Waiver, a selection committee consisting of myself, Randy Allen and Kevin Crosson, would do further investigation to locate and recommend the purchase of a suitable unit prior to submission to the Equipment Committee and Mayor Hanna.

Even though the necessity of procurement is not an emergency, it would be to the benefit of the City to suspend the normal procedure to allow the passage of this ordinance at the earliest possible opportunity. This will allow us to get the benefit of the current market trends which should prove to be very beneficial.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING FOR THE PURCHASE OF USED/DEMONSTRATOR/RENTAL SELF POWERED WEDGE FOOT ROLLER TO BE UTILIZED BY THE STREET MAINTENANCE DIVISION.

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

Section 1. The City Council hereby waives the requirements of formal competitive bidding for the purchase of Used/Demonstrator/Rental Self Powered Wedge Foot Roller which will be utilized by the Street Maintenance Division. As said formal bidding requirements would prevent purchase of such used units as dealers do not find it practical to hold used units for the time necessary to comply with those requirements. Therefore, with the time frame required, it would not be feasible or practical to take and award a formal competitive bid.

Section 2. The total number of units involved in this purchase will not exceed 1 unit.

Section 3. The City Council hereby authorizes representatives of the Fleet Operations Division and the Street Maintenance Division to evaluate, compare and finalize a recommendation to the Equipment Committee upon unanimous approval to purchase an appropriate used/demonstrator/rental unit "on the spot" at a total cost not to exceed \$40,000.00.

Section 4. The City Council hereby authorizes the Equipment Committee to review the recommendation for final approval prior to submission to the Mayor.

Section 5. The City Council hereby authorizes the Mayor to review the recommendations of the Equipment Committee prior to approving purchase.

PASSED AND APPROVED this _____ day of _____, 1999.

APPROVED

By: _____
Mayor

ATTEST

By: _____
City Clerk



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of ^{FEB}~~March~~ 2, 1999.

FROM: Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve rezoning request RZ98-23 changing 19.74 acres from zone A-1, Agricultural to R-O, Residential Office. This project was submitted by Kurt Jones of Crafton, Tull on behalf of Washington Regional.

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 1-14-99 Date Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval. Planning Commission approved RZ98-23 at the regular meeting of January 11, 1999, with a unanimous vote of 9-0-0.

Alett Little 1-14-99
Division Head Date
Carolyn C. C. C. 1-14-99
Department Director Date
W. W. W. 1-14-99
Administrative Services Director Date
W. W. W. 1-14-99
Mayor Date

Cross Reference
New Item: Yes No
Prev Ord/Res#:
Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

501-575-8264

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: January 11, 1999

RZ 98-23.00: Rezoning (Washington Regional Medical Center, pp 250, 211) was submitted by Kurt Jones of Crafton, Tull and Associates on behalf of Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard. The property contains approximately 19.74 acres and is currently zoned A-1, Agricultural. The request is to rezone the property to R-O, Residential Office.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from A-1(Agricultural) to R-O (Residential Office).

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: January 11, 1999

Comments: 9-0-0

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: 3/2/99

BACKGROUND :

The applicant requests rezoning for a tract of land currently zoned A-1 to R-O. The applicant then plans to obtain a conditional use permit to allow a medical center on an R-O zoned property. The project is to be constructed in two stages. The initial phase is a 50,000 sq. ft. Regional Women and Children's Center. The second phase will include a 217,000 sq. ft. acute care facility with approximately 1,200 parking spaces. The total project, when complete, will include a 181 bed acute care facility, which will include 267,000 sq. ft. of medical services and office space and approximately 1,200 parking spaces as indicated on the Large Scale Development Plan. Hours of operation will be 24 hours every day.

This project, according to the applicant, was originally planned as part of the Northhills Medical Park some ten years ago, is consistent with other recent development in the area. The Assisted Care Facility is located to the east of this development. An existing heavily wooded area to the west of this project will help screen it from the residential trailer park to the west. Grade differences between this project and the residential area to the south will help screen it from that area, particularly the parking areas. The Hwy. 71 Bypass forms the northern boundary to this project.

This project will increase traffic in the area; however, the close proximity to the Bypass, Gregg Avenue and Futrall Drive, and direct access to Appleby Road and Northhills Boulevard will provide adequate access to the project.

ADJACENT LAND USE AND ZONING

North:	Highway 71 Bypass, zoned C-2, R-1
South:	Single family residential, zoned R-1.5, A-1
East:	Northhills Medical Park, zoned R-O
West:	Mobile home Park, zoned A-1

INFRASTRUCTURE:

Streets: Close proximity to the Hwy. 71 Bypass, Gregg Avenue and Futrall Drive, and direct access to Appleby Road and Northhills Boulevard will provide adequate access to the project. Hwy. 71 Bypass is a freeway-expressway, Futrall Drive, Appleby Road and Northhills Boulevard are all collectors. Much of the two sites are located in the Design Overlay District.

Water: A 12" water line exists along Futrall Drive to the north and an 8" water line exists on Northhills Boulevard.

Sewer: A 12" sewer line exists along Futrall Drive to the north and an 8" sewer line exists on Northhills Boulevard.

LAND USE PLAN:

General Plan 2020 shows this area as Office.

§161.12 DISTRICT R-O RESIDENTIAL OFFICE.

A. Purpose. The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

RZ 98.00-23.00, 25.00 FINDINGS OF THE STAFF

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

Finding: The rezoning proposed is consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.

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

Finding: The zoning is justified and needed at this time to meet the goals of General Plan 2020 for infill development.

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

Finding: The proposed zoning would not create or appreciable increase traffic danger and congestion.

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

Finding: The proposed zoning would slightly alter the population density but would not undesirably increase the load on public services including schools, water, and sewer facilities.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

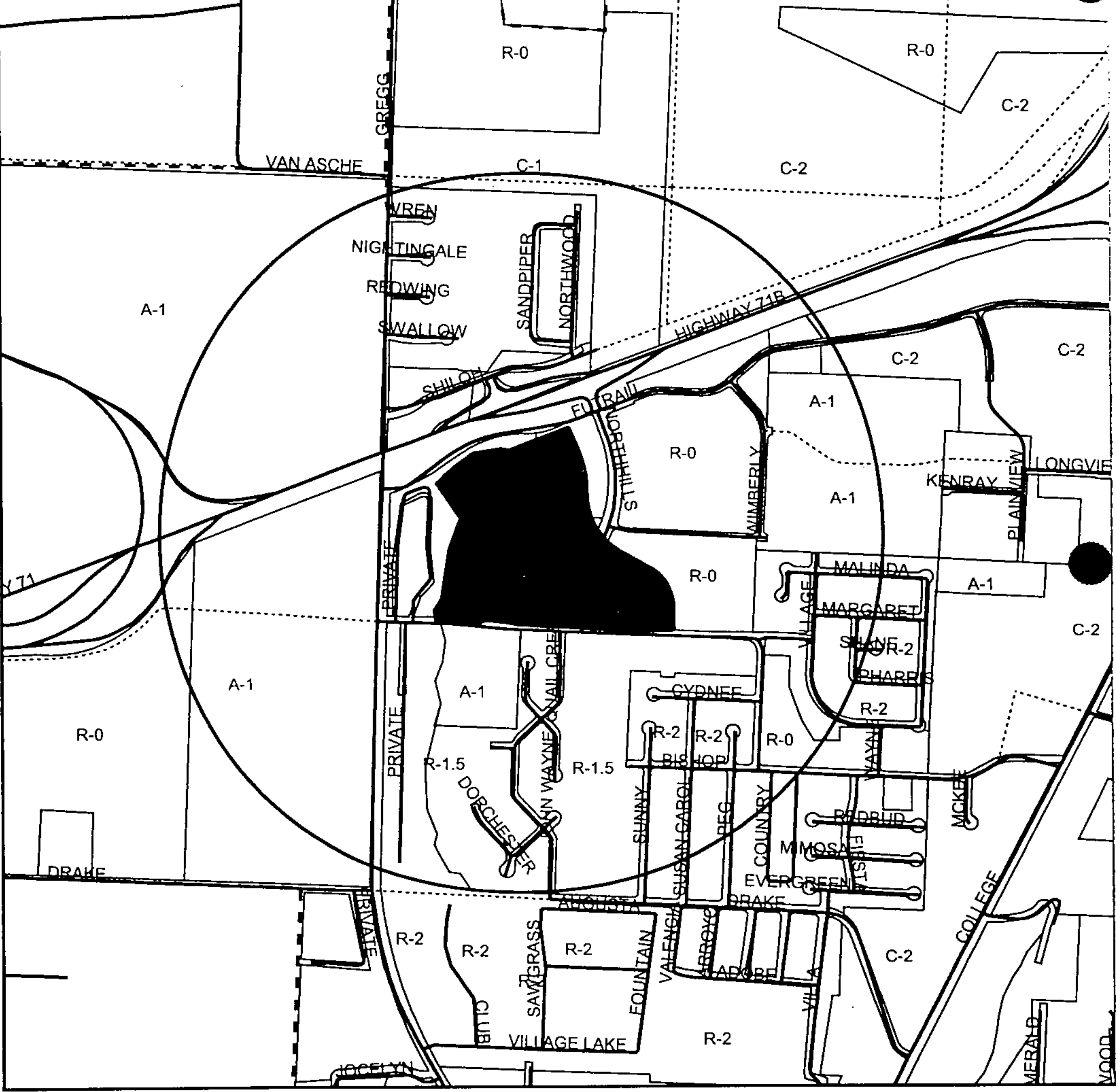
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

Finding: It would not be impractical to use the land for any of the uses permitted under its existing zoning classifications but it would be just as practical to use the land for the uses proposed under the R-O zoning classification.

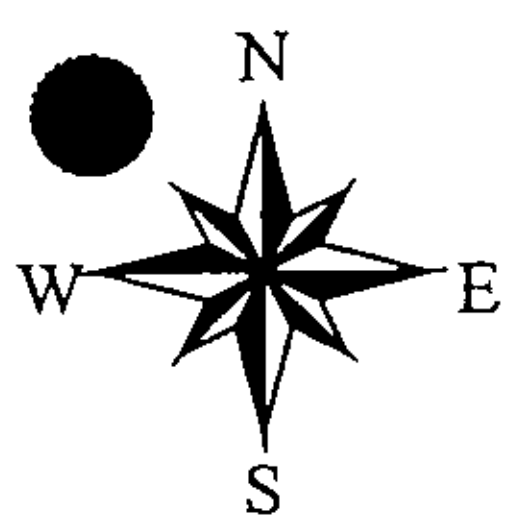
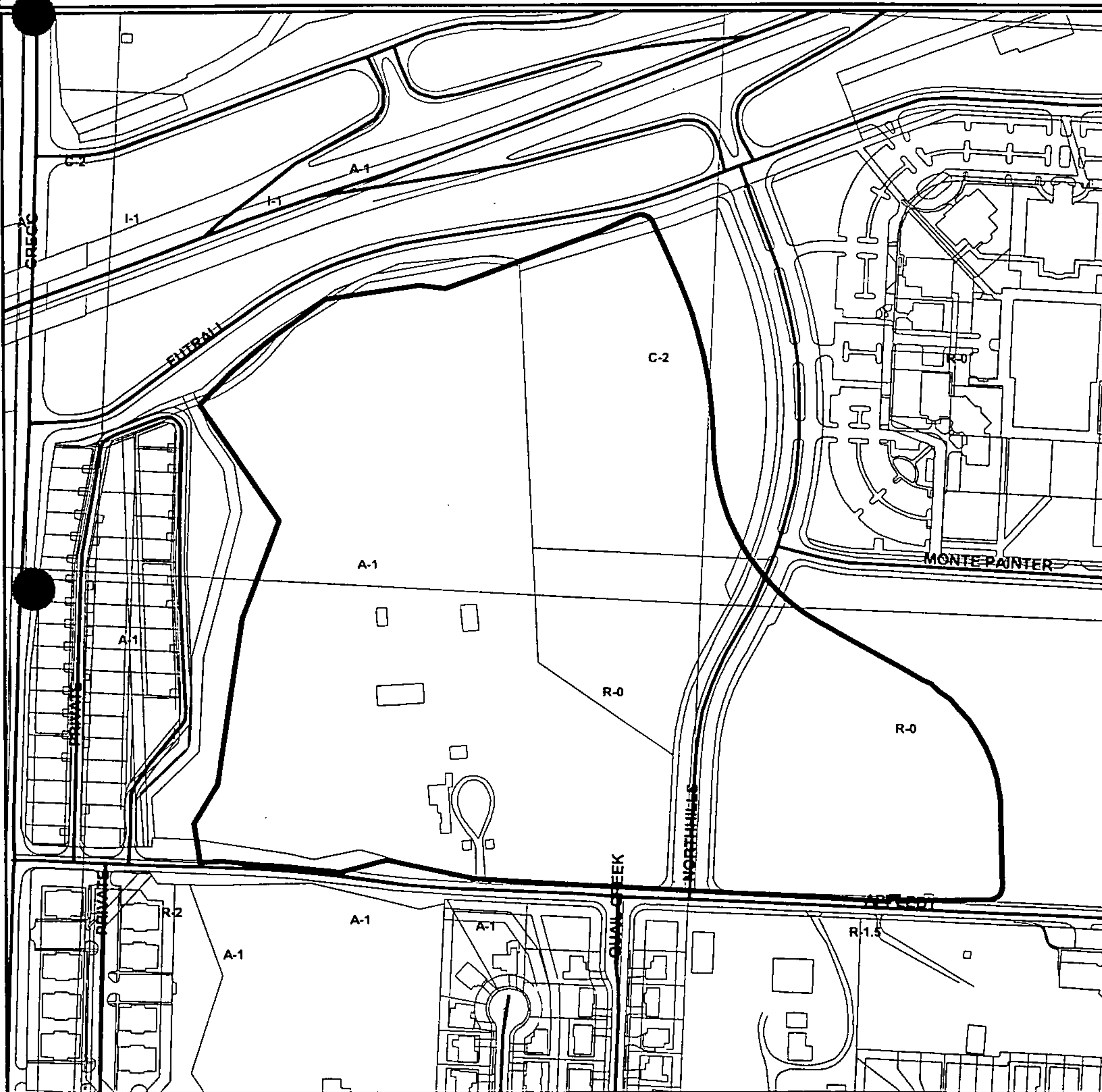
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RZ98.00-23.00 - WRMC - One Mile Radius



RZ98.00-23.00 - WRMC - Close Up



300 0 300 Feet

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of ^{FEB}March 2, 1999.

FROM:		
Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve vacation request VA98-13 as requested by Andre and Marci Gies vacating that portion of the 50' wide Cedar Street right of way located between Lots 5 & 6 of the Garner-Larimore Addition, Block B subject to the existing utility easements and sewer easements as required.

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	1-14-99	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval subject to the retaining of requested easements and Planning Commission approved VA98-13 on the Consent Agenda at the regular meeting of January 11, 1999, with a unanimous vote of 9-0-0.

<u>Alett Little</u>	1/14/99
Division Head	Date
<u>Charles V. ...</u>	1-24-99
Department Director	Date
<u>...</u>	1/24/99
Administrative Services Director	Date
<u>...</u>	1/15/98
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

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January 11, 1999
Page 2

Odom: We would like to welcome Loren Shackelford. He has been appointed to a minimum three years term with this Commission. We have two items that are not on the agenda tonight. One is the CMN Business Park Subdivision. We will be hearing a report on the CMN Business Park but the large scale development has been pulled. If you are here tonight to discuss that, that will not be heard tonight. The second item pulled from the agenda is the Bakery Feeds conditional use which will be heard on the January 25 agenda. First tonight, is the approval of the Consent Agenda. These are items that will be approved on consent unless a member of the public or a member of the Planning Commission pulls them off for discussion.

Little: We do have a signed conditions of approval for Washington Regional large scale development. The amount of approval that has been assigned to traffic signals is \$15,000 which they have agreed to.

Odom: Does any member of the public or Planning Commission wish to discuss any of these items?

CONSENT AGENDA

APPROVAL OF DECEMBER 14, 1998 MINUTES

VA98-13: VACATION GIES PP 404

This street right of way vacation was requested by Andre and Marci Gies for property located at 1250 Stephens Avenue, Garner-Larimore Addition, Block B located between lots 5 and lot 6. The property is zoned R-1, Low Density Residential. The request is to vacate that portion of the 50 feet wide Cedar Street right of way located between lot 5 and lot 6 subject to the existing utility easements and sewer easements as required.

Conditions of Approval

Retention of the eastern most 10 feet as Southwestern Bell easement.

LSD98-36: LARGE SCALE DEVELOPMENT WASHINGTON REGIONAL MEDICAL CTR PP 250, 211

This large scale development was submitted by Kurt Jones of Crafton, Tull and Associates on behalf of Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard. The property is currently zoned A-1, Agricultural; C-2, Thoroughfare Commercial; and R-O, Residential Office, and contains approximately 45.47 acres.

PC Meeting of 11 Jan 99

FAYETTEVILLE

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

Street Right of Way vacation
Andre and Marci Gies

TO: Fayetteville Planning Commission Members
THRU: Aleth S. Little, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: 8 January 99

Project: VA 98.00-13.00: Street Right of Way Vacation as requested by Andre' and Marci Gies for property located at 1250 Stephens Avenue, Garner-Larimore Addition, Block B, located between Lots five(5) and six(6). The property is zoned R-1, Low Density Residential. The request is to vacate that portion of the 50' wide Cedar Street right-of-way located between Lots five(5) and six(6) subject to the existing utility easements and sewer easements as required. Please refer to the attached drawings.

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

Ozarks Electric - No service in area.

Southwestern Electric Power Company - No objections provided that the east most 10' be retained as an easement.

Arkansas Western Gas - No objections provided that a 20' wide easement along the east side of the street be retained as an easement.

SW Bell - No objections provided that the east most 10' be retained as an easement.

TCA Cable - No objections provided that the east most 10' be retained as an easement.

City of Fayetteville:

Water/Sewer - No objections provided the north 20' of Right of Way be retained as a water easement and any fences to have a double gate in front. Also, provided that the east most 10' be retained as an easement.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Approval of street right of way vacation provided that the requested easements be retained.

VA 98-13.00
III.D.4

PLANNING COMMISSION ACTION: yes Required
✓ Approved _____ Denied

Date: 1 11 199

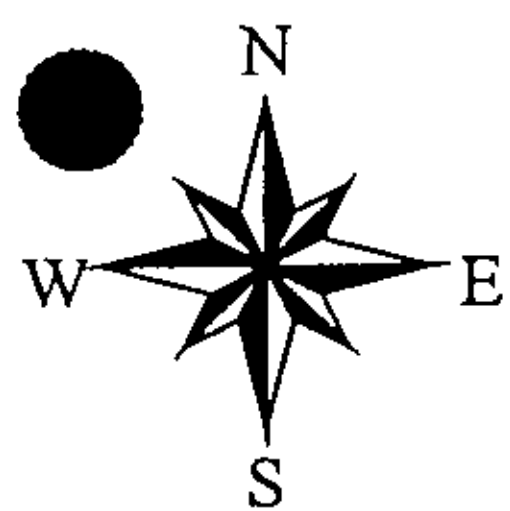
Comments:

9-0-0 note

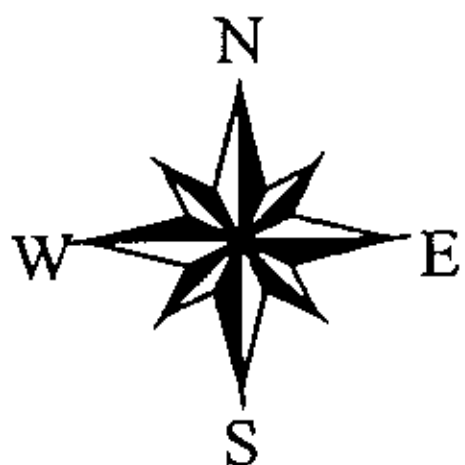
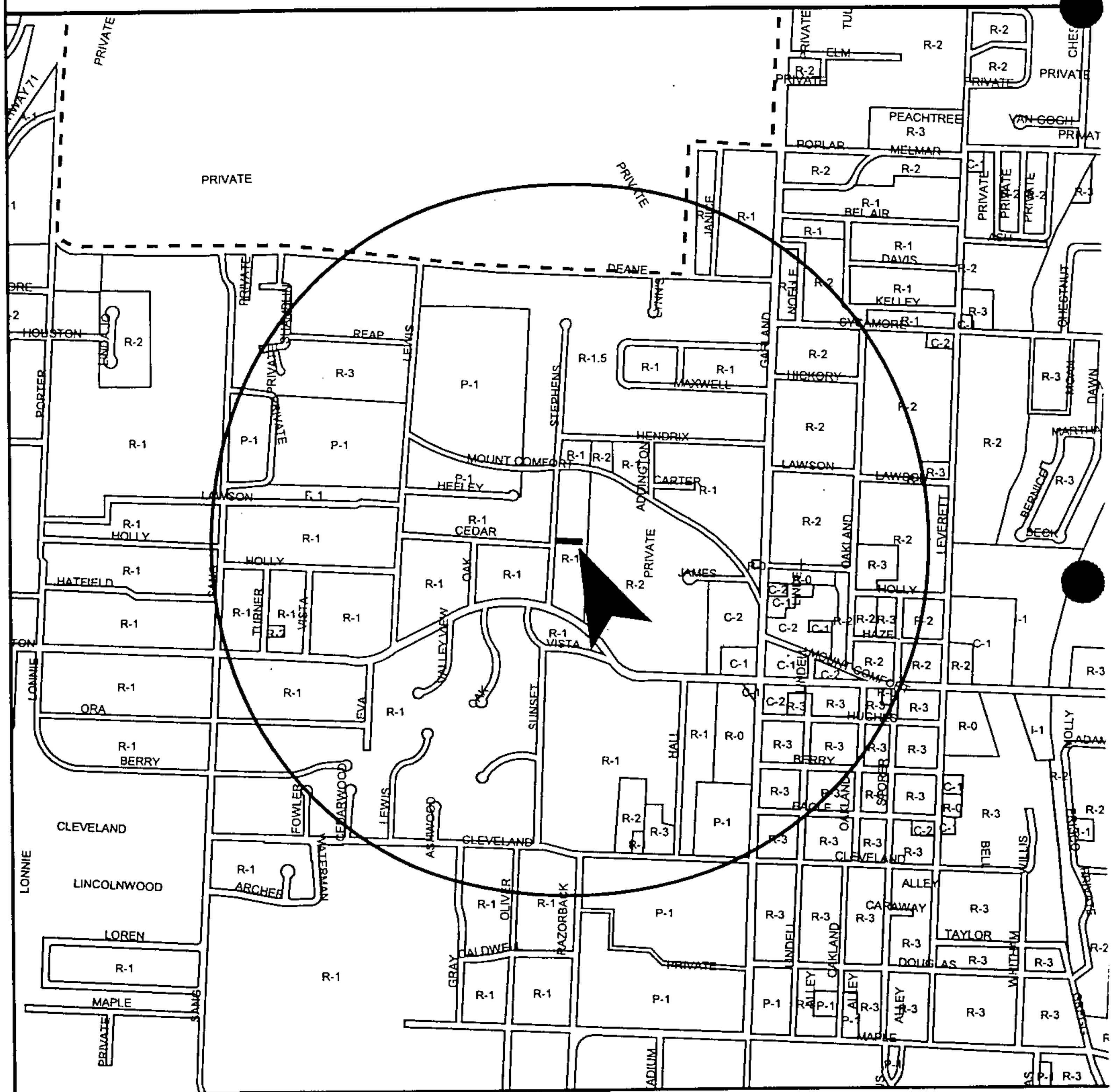
CITY COUNCIL ACTION: yes Required
_____ Approved _____ Denied

Date: 3 12 199

VA98.00-13.00 - Gies - Close Up



100 0 100 Feet



PETITION TO VACATE CEDAR STREET LOCATED IN BLOCK 'B' , GARNER-LARIMORE ADDITION, CITY OF FAYETTEVILLE, ARKANSAS

To: The Fayetteville City Planning Commision and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the street hereinafter sought to be abandoned and vacated, lying in block B, Garner-Larimore Addition to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the street which is described as follows:

ALL THAT PORTION OF CEDAR STREET BEING SITUATED IN BLOCK 'B' OF THE GARNER-LARIMORE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EXOFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBERED FIVE (5) OF SAID BLOCK 'B', SAID POINT BEING AN EXISTING IRON; THENCE NORTHERLY 50.00 FEET TO AN EXISTING IRON PIPE AT THE SOUTHWEST CORNER OF LOT NUMBERED SIX (6) OF SAID BLOCK 'B'; THENCE EASTERLY 196.06 FEET TO A SET IRON AT THE SOUTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTHERLY 50.00 FEET TO AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT FIVE (5); THENCE WESTERLY 197.99 FEET TO THE POINT OF BEGINNING.

That the abutting real estate affected by said abandonment of the street are 1225 Mt. Comfort Rd., Lots 3/4, 5, 6, and 7 block B, and Lots 3/4, 5, 6, and 7 block A, Garner-Larimore Addition to the City of Fayetteville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Washington, State of Arkansas, is attached hereto, marked Exhibit A, and made a part hereof as though set out herein word for word.

Petitioners state that the above described street is not open and has not been used by the public as a street for many years and has been maintained for several years by the property owners of lots 5 and 6 block B. The public interest and welfare would not be adversely affected by the abandonment of the portion of street, in fact the abandonment may actually improve public safety and welfare by allowing it to become fenced private property. Currently some people use the street as an access to the back side of College Park Apartments, which is fenced. There have been several occasions in the past few months when the Fayetteville Police Department have been called out because people have trespassed and caused problems.

The petitioners ask that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easments and sewer easments as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law. We also ask that the above described real estate be vested in the abutting property owners as provided by law.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

Feb

For the Fayetteville City Council meeting of ~~March~~ 2, 1999.

FROM:	Planning	Public Works
Alett Little		
Name	Division	Department

ACTION REQUESTED: To approve rezoning request RZ98-24 changing .40 acres from zone C-1, Neighborhood Commercial to R-3, High Density Residential. This request was submitted by Deborah and Calvin Laningham for property located at 731 N. Leverett.

COST TO CITY:

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

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

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
<i>[Signature]</i>	<i>1-14-99</i>		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval and Planning Commission approved RZ98-24 at the regular meeting of January 11, 1999, with a unanimous vote of 9-0-0.

<i>Alett Little</i>	<i>1/14/99</i>
Division Head	Date
<i>Charles Gerlach</i>	<i>1-14-99</i>
Department Director	Date
<i>Wm D. Cullen</i>	<i>1/14/99</i>
Administrative Services Director	Date
<i>Fred Hanna</i>	<i>1/15/99</i>
Mayor	Date

Cross Reference

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

Prev Ord/Res#: _____

Orig Contract Date: _____

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January 11, 1999
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RZ98-24: REZONING
LANINGHAM, PP 444

This project was submitted by Deborah and Calvin Laningham for property located at 731 North Leverett Avenue. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.40 acres. The request is to rezone the property to R-3, High Density Residential.

Staff supports rezoning from C-1 to R-3 which would allow construction of up to 16 units on the site. Staff supports the zoning change because all of the surrounding properties are R-3; however, support is tempered with concern that if development occurs to the full density allowed under R-3, it will be difficult to provide adequate onsite parking. This statement is included in the recommendation as a caveat that development of the site at the maximum density is probably not feasible because of site issues. This site will not be reviewed by the Planning Commission prior to development.

Mr. Calvin Laningham and Collier Parish were present on behalf of the project.

Commission Discussion

Laningham: My interest in rezoning is to sell the property to Collier Parish for development of apartments.

Odom: Do you understand the concerns of the staff about being allowed to develop to the fullest extent on R-3?

Parish: I understand and it is my intention to limit the development to eight units. It will probably be upscale student housing.

Little: That sounds reasonable.

Public Comment

None.

MOTION

Mr. Forney made a motion to approve rezoning RZ98-24.

Ms. Johnson seconded the motion.

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January 11, 1999
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Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: January 11, 1998

RZ 98-24.00: Rezoning (Laningham, pp 444) was submitted by Deborah and Calvin Laningham for property located at 731 North Leverett Avenue. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.40 acres. The request is to rezone the property to R-3, High Density Residential.

RECOMMENDED MOTION:

Staff supports rezoning from C-1 to R-3 which would allow construction of up to 16 units on the site. Staff supports the zoning change because all of the surrounding properties are R-3; however, support is tempered with concern that if development occurs to the full density allowed under R-3, it will difficult to provide adequate onsite parking. This statement is included in the recommendation as a caveat that development of the site at maximum density is probably not feasible because of site issues. The site will not be reviewed by the Planning Commission prior to development.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: January 11, 1998

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

BACKGROUND :

The property is currently zoned C-1. The applicant requests that the property be rezoned to the 1995 zoning classification of R-3. There is additional R-3 zoning in the area; however, the

surrounding properties are not developed to an R-3 density which would allow 40 units per acre or in this case 16 units (40 units x .4 acres). The zoning change is requested so that the construction of an upscale two bedroom apartment building by Pierce Properties may be considered. The proposed apartment building would be within walking distance of the University and should not increase traffic significantly. This construction would allow reuse of the vacant lot and could enhance an established neighborhood. Applicant proposes to retain the large existing oak tree on Leverett Avenue. Applicant states that the only sign would be a small site sign to identify the property and street address. Sewer is available -- a terminal manhole with a six-inch line is located in the northwest corner of the property in the twenty-foot utility easement. There is an eight-inch sewer line located along Cleveland. Also, there is a two-inch water line located on the west boundary, running the full length of the property. A six-inch water line also exists along Leverett Street and Cleveland Street.

In the January 9, 1995 Planning Commission Meeting, a request by Mike Galbraith (owner of the property until 1997) was approved to rezone the property to C-1. The property was R-3 prior to this time. The reason given for the request was to remove dilapidated rental houses and provide a pocket of commercial services (possibly a coffee shop) in a high density residential area as desired in the village concept. City Council later approved the rezoning. Dilapidated structures were removed; however the planned commercial development has not taken place.

Background on the Previous Zoning Change from R-3 to C-1: In the 1995 Planning Commission Meeting, the staff recommended approval of the Commercial zone suggesting the inclusion of housing units on the second story of any commercial building at the site so that the residential nature of the area would not be lost. Staff recognized Leverett Street as a fairly congested street in its present form and did not recommend development of the entire street as a commercial area. The inclusion of pocket commercial was seen as an amenity to the dense housing already existing in the area. One commissioner expressed concern regarding commercial business at this location and contended the proposed commercial development would be more appropriate located on a corner with the potential for dual access. The planning director explained a corner location would not be necessary in the subject case because the proposed use would not involve a high generation of traffic.

ADJACENT LAND USE AND ZONING

North:	Pizza Hut, zoned C-2
South:	Single family residential, zoned R-3
East:	Office and Single family residential, zoned C-1 and R-3
West:	Apartments, zoned R-3

INFRASTRUCTURE:

Streets: Leverett Street is a Collector requiring 60' to 80' of right of way. Leverett Street is currently two lanes of 23' width within 50' of right of way.

Water: There is a 6" water line along Leverett Street and Cleveland Street.

Sewer: There is an 8" sewer line along Cleveland Street.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§161.04 DISTRICT R-3: HIGH DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designated to protect existing high density multifamily development and to encourage additional development of this type where it is desirable.

RZ 98.00-21.00 FINDINGS OF THE STAFF

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

Finding: The rezoning proposed is consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.

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

Finding: The zoning is justified and needed at this time to meet the goals of General Plan 2020 for infill development.

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

Finding: The proposed zoning would not create or appreciably increase traffic danger and congestion.

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

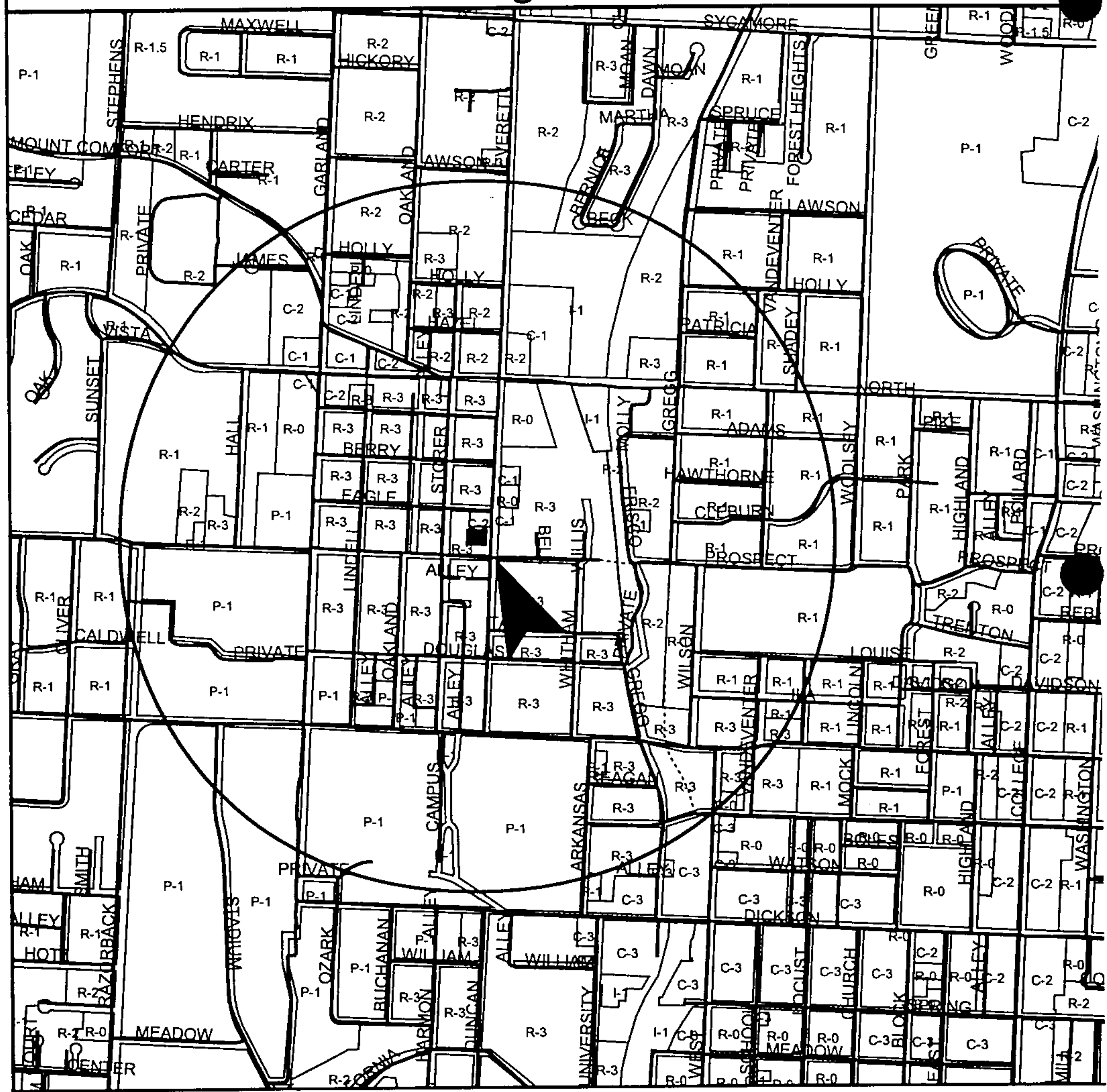
Finding: The proposed zoning would slightly alter the population density but would not undesirably increase the load on public services including schools, water, and sewer facilities.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

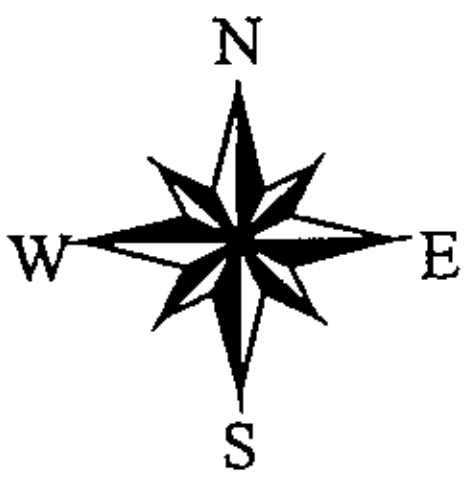
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

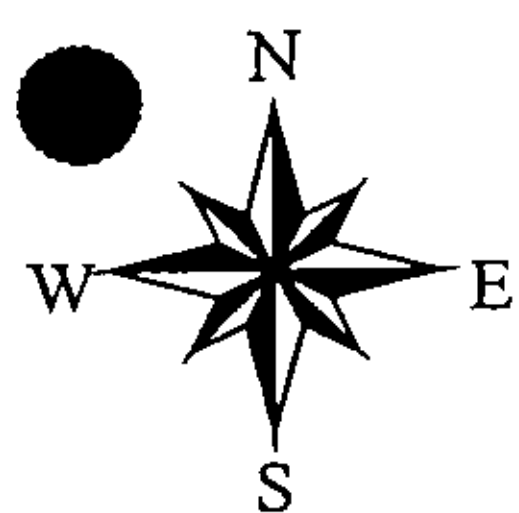
RZ98.00-24.00 - Laningham - One Mile Radius



1000 0 1000 Feet



RZ98.00-24.00 - Langingham - Close Up



100 0 100 Feet

STAFF REVIEW FORM

XX Agenda Request
☒ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 2, 1999

FROM:

Jim Smith Water and Sewer Services Administrative Services
 Name Division Department

ACTION REQUESTED:

Adopt Ordinance amending Chapter 51, Water and Sewers, of the Code of Fayetteville, to add Section 51.146, Backflow Prevention, providing for Cross Connection Control Standards, and requirements for the design, construction, and maintenance of connections to the public water supply.

COST TO THE CITY:

\$ <u>N/A</u>	\$ <u>N/A</u>	
Cost of this request	Category/Project Budget	Category/Project Name
<u>Account Number</u>	<u>Funds used to date</u>	<u>Program Name</u>
	<u>N/A</u>	
<u>Project Number</u>	<u>Remaining Balance</u>	<u>Fund</u>

BUDGET REVIEW:

Budgeted Item Budget Adjustment Attached

[Signature] Administrative Services Director
 Budget Coordinator

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn Cramer 12-18-98
 Accounting Manager Date
[Signature] 12-18-98
 City Attorney Date
[Signature] 12-18-98
 Purchasing Officer Date

[Signature] 12-18-98
 Internal Auditor Date
ADA Coordinator Date

STAFF RECOMMENDATION:

[Signature] 12/17/98
 Division Head Date
[Signature] 17 DEC 98
 Department Director Date
[Signature] 12/21/98
 Administrative Services Director Date
[Signature]
 Mayor Date

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna, Mayor

THRU: Kevin Crosson, Administrative Services Director *KC*

FROM: Jim Smith, Water and Sewer Services Superintendent *JS*

DATE: December 17, 1998

SUBJECT: Ordinance for Backflow Prevention and Cross Connection Control Standards

The State of Arkansas requires the passage of an ordinance to empower the waterworks to legally implement a backflow prevention program. Consumers expect the water provided to them by their water supplier to be pure and healthful. Water suppliers across the continent spend millions of dollars to purify and treat water before it is delivered to the consumer. The water supplier should also expend great effort to protect the water from the possibilities of contamination or pollution while it flows through the distribution system. It is possible for contamination to occur when a water supply line is connected to equipment containing a non-potable (unfit to drink) substance. A make-up water line may be connected to a tank filled with acid, or a hose may drop into a bucket of cleaning solution. These connections, called *cross connections*, whether they are permanent or temporary, would be dangerous if no protective measures were taken.

This potential danger is why the *Rules and Regulations Pertaining to Public Water Systems* of the State of Arkansas require that the City of Fayetteville's water utility implement a cross connection control program to protect the water distribution system from contamination due to backflow occurrences. It is very important that a strong cross connection control program be implemented and maintained, in order to protect the purity of the drinking water.

WHAT IS BACKFLOW?

Water distribution systems are designed with the intention of the water flowing in a certain direction - from the distribution system to the consumer. However, hydraulic conditions within the system may deviate from the "normal" conditions, causing the water to flow in the opposite direction. This is called *backflow*.

Backflow occurs when the pressure in the distribution system drops, siphoning water from the consumer's system into the distribution system. This would also siphon any substance which may be in contact with the water system through a cross connection. This type of backflow is called *backsiphonage* and may occur when there is unusually high use of water or undersized piping in an area. For example, during fire fighting, or when a main water line breaks, water is "sucked" to the point of high usage, possibly drawing non-potable substances with it, filling the

water line with those substances.

Another type of backflow occurrence is called *backpressure*. Some water customers have non-potable materials on their premises under pressure. When an unprotected water line is attached to the container or pipes holding the pressurized material, the material may be "pumped" back into the potable water system. Backpressure may occur through a cross connection such as a make-up water line which is connected to a recirculating system containing soap, acid, antifreeze, or any non-potable substance.

Because of these potential dangers to the water consumer it is necessary to control cross connections. There are several types of mechanical assemblies which serve as Backflow Preventers. Different types of backflow preventers are designed to work under backsiphonage or backpressure conditions.

HISTORY

Federal law requires water suppliers to protect their water systems from contamination or pollution by cross connections. Backflow prevention has been required by the *Safe Drinking Water Act* since its adoption in the 1970's. Furthermore, there have been provisions for backflow prevention in the state plumbing codes and water regulations for many years.

The State of Arkansas decided to be more stringent in enforcing these regulations after a number of documented cases where contamination had occurred in public water systems. In early 1991, the Department of Health revised the *Rules and Regulations Pertaining to Public Water Systems* to require that each water system institute specific actions as part of the previously required *Cross Connection Control Program*. The first action required the development by January 1, 1995, of a program which includes inspection of commercial and industrial establishments for potential cross connections, and a list of backflow prevention devices currently in place. The second action required the development by January 1, 1996, of a program which includes routine testing of all backflow prevention devices.

There were several unanswered questions even though the state mandate for a cross connection control program has been in effect since January 1, 1996. As a result, the water utility of the City of Fayetteville chose not to implement a complete cross connection control program until the state solved some of these unanswered questions and provided direction for a cross connection control program. In the interim, the City's water utility enforced the state's cross connection control program for new construction, surveyed all city owned sites for potential cross connections, and hired and provided specialized training for backflow prevention staff in preparation for a fully implemented cross connection control program. The adoption of this ordinance will not increase staff at the current time. However, the regulatory nature of this program and the fact that it is mandated by federal and state law, may have a causal effect in the future that will result in additional enforcement staff.

The Arkansas Department of Health has provided the direction needed for a cross connection

BACKFLOW PREVNT

III. F. 4

control program and now is enforcing the state mandate. The Arkansas Department of Health requires the City of Fayetteville to pass an ordinance or develop a similar legal instrument empowering the waterworks to legally implement this important program to protect the public health.

STAFF RECOMMENDATION

Cross connection control is a federal requirement. Cross connection control is a state mandate. The City must make every effort to protect the public water supply from the possibility of contamination through backflow.

The City of Fayetteville, as the supplier of drinking water to our customers must ensure that clean, safe drinking water is delivered and maintained to each and every customer under all foreseeable circumstances. Each instance where water is used improperly creates the possibility of backflow and, consequently, contamination.

It is ultimately the City's responsibility to take every reasonable precaution to see that cross connections are not allowed to contaminate the water being distributed to its customers through a plan of backflow prevention. This program is intended to be a practical guide for safeguarding the quality of water distributed through our water supply system from becoming contaminated or polluted through backflow.

Water suppliers across the continent take great pride in the fact that the water they deliver to the consumers is consistently pure and healthful. One reason for this is a comprehensive cross connection control program which enables the water suppliers to protect the drinking water at any point in the distribution system. The City of Fayetteville can take pride that the purity and health of the water system is being protected as much as is feasible by the passage of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 51, WATER AND SEWERS, OF THE CODE OF FAYETTEVILLE, TO ADD SECTION 51.146, BACKFLOW PREVENTION, PROVIDING FOR CROSS CONNECTION CONTROL STANDARDS AND REQUIREMENTS FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF CONNECTIONS TO THE PUBLIC WATER SUPPLY.

WHEREAS, the State of Arkansas Rules and Regulations Pertaining to Public Water Systems, Section VII.E, provides for a cross-connection program which locates and eliminates cross-connections; and,

WHEREAS, the City Council finds it necessary for the health, safety, and welfare of the public to adopt cross-connection control standards and requirements for the design, construction, and maintenance of connections to the public water supply.

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

Section 1. That Chapter 51, Water and Sewers, of the Code of Fayetteville, is hereby amended to add the following:

§51.146 Backflow Prevention

A. Purpose.

The purpose of this Section is as follows:

1. To protect the public water supply of the City of Fayetteville from the possibility of contamination or pollution from backflow into the public water system.
2. To promote the elimination or control of cross connections, actual or potential, between the customer's potable water system(s) and nonpotable water systems, plumbing fixtures, and industrial piping systems.
3. To contain at the service connection any actual or potential pollution or contamination within the customer's premises.
4. To provide a continuous, systematic, and effective program of cross-connection control.

BACKFLOW PREVNT

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B. Definitions.

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. **Backflow** shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.
2. **Backflow preventer** shall mean a testable assembly to prevent backflow.
3. **Cross Connection** means any actual or potential connection between the public water system and a source of contamination or pollution.
4. **Double-Check Valve Assembly (DC)** means a complete assembly meeting AWWA Standard C510 and the requirements of the *Arkansas State Plumbing Code* consisting of two (2) internally loaded, independently operating check valves between two (2) tightly closing resilient-seated shutoff valves, with four (4) properly placed resilient seated test cocks.
5. **Reduced-Pressure Principle Backflow Prevention Assembly (RP)** means a complete assembly meeting AWWA Standard C511 and the requirements of the *Arkansas State Plumbing Code* consisting of a hydraulically operating, mechanically independent differential relief valve located between two (2) independently operating, internally loaded check valves that are located between two (2) tightly closing resilient seated shutoff valves with four (4) properly placed resilient-seated test cocks.
6. **Air Gap (AG)** means a physical separation between two piping systems.

C. Handbook of Policies and Procedures.

There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures, as may from time to time hereafter be amended.

D. Applicability.

1. The requirements and standards set forth herein shall apply to industrial and commercial establishments.
2. Single-family, residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this Section except where they fall under the purview of the Arkansas State Plumbing Code and/or the City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures.

3. These standards are supplemental to and do not supersede or modify the Arkansas State Plumbing Code (ASPC) and its latest revisions under which the City operates.

E. Administration.

The Water and Sewer Division of the City of Fayetteville shall be responsible for administration of this Section and evaluating the hazards inherent in supplying a customer's water system.

F. Backflow Prevention.

1. Evaluation of Hazards. The Water and Sewer Division shall determine whether solid, liquid, or gaseous pollutants or contaminants are, or may be, handled and/or used on the customer's premises in such a manner as to possibly contaminate the public water system.

2. Customer Installation of BFP. When a hazard or potential hazard to the public water system is found on the customer's premises, the customer shall be required to install an approved backflow prevention assembly (BFP), or an air gap, at each public water service connection to the premises.

3. Type of BFP.

a. The type of BFP required shall depend on the degree of hazard involved.

b. Any backflow prevention assembly required herein shall be an approved type which is in compliance with requirements of the City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures.

4. Degree of Hazard. The degree of hazard shall be as determined as set forth in AWWA M-14 manual or as described below:

a. In the case of any premise where there is an auxiliary water supply connected to the plumbing system, the public water system shall be protected from the possibility of backflow by a reduced-pressure principle backflow prevention assembly (RP) at the service connection.

b. In the case of any premise where substances are handled and/or used that are objectionable, but not hazardous to human health, and the likelihood exists of it being introduced into the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or approved double check valve assembly (DC).

c. In the case of any premise where there is any material hazardous to human

BACKFLOW PREVNT

III. F. 8

health, which is handled and/or used in such a fashion as to create an actual or potential threat to the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved reduced-pressure principle backflow prevention assembly (RP).

d. In the case of any premise where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.

e. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey, the public water system shall be protected by the installation of an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.

G. Noncompliance/Emergencies.

1. **Violation/Notice.** Upon discovery of any protective device required by this Section which has not been installed, or is defective, or has been removed, or altered, or relocated, or bypassed, (except emergency situations), written notice shall be given to the customer. Such notice shall set forth the violation, the remedy required, and the time frame in which the violation shall be remedied.

2. Water Service Discontinued.

a. If violations are not corrected by the date and time as stated on the notice, the water supply will be discontinued by the Water and Sewer Division.

b. Discontinued water service shall not be resumed until conditions at the customer's premises have been abated or corrected to the satisfaction of the Water and Sewer Division.

3. **No Water Service Connection.** No water service connection shall be installed on the premises of any customer unless the public potable water system is protected as required by this Section.

4. **Emergency.** In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination, the water service shall be discontinued by the Water and Sewer Division immediately without notice

I. **Right of Entry.** For the purpose of making any inspections or discharging the duties imposed by this Section, the Water and Sewer Division of the City of Fayetteville, the State Health Department, and/or plumbing inspector shall have the right to enter upon the premises of any customer. Each customer, as a condition of the continued delivery to his premises of water from the

public water supply, shall be considered as having stated his consent to the entry upon his premise of the Water and Sewer Division of the City of Fayetteville, the State Health Department, and/or plumbing inspector for the purpose stated herein.

H. Ownership

Backflow prevention assemblies required by this Section will be installed downstream of the water meter and are owned by, and are the responsibility of the customer of the water utility.

I. Installation and Costs

Customers of the city water utility requiring backflow prevention assemblies shall pay all costs associated with installation of the appropriate size and type of backflow preventer under private contract. Backflow prevention assemblies shall be installed in accordance with the requirements of the City of Fayetteville's *Cross-Connection Control Program: Handbook of Policies and Procedures*. . The Water and Sewer Division shall review and approve all plans for placement of backflow preventers prior to installation. Backflow prevention assemblies not installed in accordance with the requirements of the City of Fayetteville's *Cross-Connection Control Program: Handbook of Policies and Procedures* shall be corrected at the customer's expense.

J. Testing and Maintenance.

The customer or the contractor responsible for the installation of the backflow prevention assembly will notify the Water and Sewer Division immediately after installation of the assembly so that it can be tested and inspected. The Water and Sewer Division will inspect and test the backflow prevention assembly within ten days of the installation date and annually thereafter. In instances where the Water and Sewer Division, the City of Fayetteville, and/or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals.

All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a certified *Assembly Repair Technician*. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the Water and Sewer Division and/or City of Fayetteville and made available to the State Health Department upon request.

K. New Construction.

All new construction within the City of Fayetteville shall be effected upon the passage of this Section. All existing customer premises shall be in compliance with this Section in accordance with the notification by the water utility.

BACKFLOW PREVNT
III. F. 10

L. Thermal Expansion

It is the responsibility of the customer to eliminate possible hazards caused by thermal expansion if a closed system has been created by the installation of a backflow assembly.

PASSED AND APPROVED this ____ day of _____, 19__.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

STONEGATE
III.G. 1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 2, 1999.

FROM:

Connie Edmonston

 Name

Parks & Recreation

 Division

Public Works

 Department

ACTION REQUIRED: Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Stonegate Subdivision

COST TO CITY:

_____ Cost of this Request

_____ Category/Project Budget

_____ Category/Project Name

_____ Account Number

_____ Funds Used To Date

_____ Program Name

_____ Project Number

_____ Remaining Balance

_____ Fund

BUDGET REVIEW: _____ Budgeted Item xx 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:

Waiver of Ordinance 3793 and to accept money in lieu as the park land requirement of Stonegate.

_____ Division Head

_____ Date

_____ Cross Reference

_____ Department Director

_____ Date

New Item: Yes No

_____ Administrative Services Director

_____ Date

Prev Ord/Res

#: _____

_____ Mayor

_____ Date

Orig Contract

Date: _____

RECEIVED

JAN 15 1999

CITY OF FAYETTEVILLE
MAYOR'S OFFICE**DEPARTMENTAL CORRESPONDENCE**

TO: Charles Venable, Public Works Director

FROM: *C. E.* Connie Edmonston, Parks & Recreation Superintendent

DATE: January 15, 1999

SUBJECT: Waiver of the Park Land Dedication Ordinance 3793

Stonegate is a proposed subdivision located west of Highway 265 and south of Mission Boulevard with 51 single family units on 40.18 acres. It lies south of the Boardwalk subdivision. The owner of the subdivision is Mark Foster and the engineer is Jorgensen and Associates. The requirement for park land is 1.2 acres and money in lieu is \$19,125. Park staff toured the site with David Jorgensen and recommended money in lieu be accepted as the requirement. The plat was brought before the Parks and Recreation Advisory Board on January 12, 1999 to determine the park land requirement.

The Parks and Recreation Advisory Board also recommended to accept money in lieu as the park land requirement for the reasons stated below:

1. The close proximity of the subdivision to 41 acres of existing park land including Root School Park 2 acres, Ridgeway 6 acres, Vandergriff School Park 8 acres, Crossover Park 20 acres, and Happy Hollow School Park 5 acres.
2. The small size of the proposed 1.2 acre park land. There appears to be no land available adjacent to this subdivision to be purchased in order to increase the park acreage.
3. High maintenance cost of the small partial of land.
4. There are large lots in this subdivision which would be close to the size of the proposed park. Usually we see a higher density of lots on subdivisions with this acreage.
5. Slope of the land would make the park costly to develop and inadequate for many activities.
6. The small acreage would not adequately serve this subdivision and surrounding neighborhoods.

Park staff and Parks and Recreation Advisory Board agreed to continue searching for a larger partial of land more conducive for park purposes in this vicinity. It is the opinion of the Parks and Recreation staff that future acquisition of park land be directed toward large partials of land rather than small partials that serve only a few and are associated with high maintenance cost. Because the Stonegate subdivision is over 40 acres, Ordinance 3793 regulates the Parks Division

to accept a land dedication. The ordinance states:

However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

In 1996, the Parks and Recreation Advisory Board reviewed this same subdivision proposal called Marvin Gardens and recommended to accept money in lieu of a land requirement. Please review this request to waive the park land dedication requirement and to accept money in lieu as the green space requirement for Stonegate. If you have questions concerning our requests to waive the Park Land Dedication Ordinance and to accept money in lieu, please call me at 444-3473.

AGENDA REQUEST FORM

XXX AGENDA REQUEST, City Council meeting of February

FROM: Don Bunn Public Works Admin Public Works
Name Division Department

ACTION REQUIRED: A resolution authorizing the execution of Amendment No. 4 to our contact with OMI for the operation of the Paul Noland Treatment Plant, and the approval of a budget adjustment. The amendment provides for a total of \$3,632,992 for operations services during 1999.

COST TO CITY:

\$ 250,000.00	\$ 250,000.00	Water/Sewer Imp'v'ts
\$ 3,382,992.00	\$ 3,327,051.00	PCP Operations
Cost-This Request	Category/Project Budget	Category/Project Name
5400-5700-5315-00		
5400-5100-5328-00	\$ -0-	
Account Number	Funds Used To Date	Program Name
99033	250,000.00	
N/A	\$ 3,327,051.00	Water/Sewer Fund
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW:

XX Budgeted Item XX Budget Adj. Attached

<u>Stephane</u> Budget Coordinator	<u>1-22-99</u> Date	<u>Kevin D. Cross</u> Administrative Services Director	<u>25 JAN 99</u> Date
<u>Marilyn J. Cramer</u> Accounting Manager	<u>1-22-99</u> Date	<u>Yolanda D. Dicks</u> Internal Auditor	<u>1-25-99</u> Date
<u>L. J. G.</u> City Attorney	<u>1-25-99</u> Date		
<u>P. V. V.</u> Purchasing Officer	<u>1-25-99</u> Date		

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve Amendment No. 4 in the amount of \$3, 632,992.00 and a budget adjustment.

<u>Don Bunn</u> Asst. Public Works Director	<u>1-22-99</u> Date
<u>Kevin D. Cross</u> Department Director	<u>1-25-99</u> Date
<u>Kevin D. Cross</u> Admin Services Director	<u>25 JAN 99</u> Date
<u>Paul Hanne</u> Mayor	<u>1/26/99</u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: Aug 16, 1994

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

January 20, 1999

To: Fayetteville City Council

From: Donald R. Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director
Mayor Fred Hanna

Subject: Amendment No. 4
Agreement for Operation
Paul Noland Wastewater Treatment Plant

Attached for your review and approval is Amendment No. 4 to our contract with Operations Management International, Inc. for the operation of our Noland Treatment Plant and Sewer Pump Stations. The original agreement was executed on August 16, 1994. The purposes of the Amendment are to:

1. Provide for payment to OMI for services during the 1999 Calendar Year.
2. To provide for negotiation of costs and fees for the year 2000.
3. Provide for services in connection with the upgrading of the City's SCADA (Supervisory Control and Data Acquisition) network.

Item No. 1: OMI has estimated the cost of providing operations service during the 1999 calendar year is \$3,297,497.00. They are also proposing a management fee of \$85,495.00 for a Total Operating Budget of 3,382,992.00. This is a 3.42 percent increase over 1998. The additional cost is due mainly to an anticipated increases labor costs and an increase in power costs (\$60,000) due to the possibility of having to operate a second aeration basin for extended periods of time during the year. The second aeration basin would be in response to increased loading at the plant.

Item No. 2: This is a sentence which provides for the negotiation of fees and expenses for 2000 to begin in September of 1999. It also provides for a base fee should the City and OMI fail to reach an agreement.

Item No. 3: The City of Fayetteville has budgeted \$250,000 in the 1999 Capital Improvement Program for partial replacement of the City's SCADA system. The SCADA system consists of the remote sensing devices at all of our sewage pump stations and water pump stations. Since OMI operates and maintains our pump stations and has the technical capability to do the work, we recommend City Council authorize them to do the replacements and upgrades. The cost of the SCADA upgrade will be paid directly from the Capital Improvement Budget. Another \$600,000 is shown in the Capital Improvement Program in 2000 and 2001 to complete the upgrading project.

The total cost of Amendment No. 4 is:

Plant Operation Cost	\$ 3,297,497.00
Fixed Fee	<u>85,495.00</u>
Total Operations Cost	\$ 3,382,992.00
SCADA Upgrade	<u>250,000.00</u>
Amendment Total	\$ 3,632,992.00

The amount budgeted for operation of the treatment plant is \$ 3,327,051.00. Therefore, a budget adjustment of \$55,941.00 will be required to cover the additional estimated expense. This amount can be directly attributable to the possible operation of the second aeration basin (power costs).

It is the recommendation of the Staff that Amendment No. 4 be approved along with a budget adjustment to move \$55,941.00 from Water and Sewer Fund Balance to the Pollution Control Plant Operations Budget..

AMENDMENT NO. 4
TO THE
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
FOR THE CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER TREATMENT PLANT

THIS AMENDMENT, entered into this ____ day of _____, 1999, by and between the City of Fayetteville, Arkansas (hereinafter "Owner"), whose address for any formal notice is 113 W. Mountain St, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at 6060 South Willow Drive, Suite 200, Greenwood Village, Colorado 80111-5142 is made and entered into for purposes of amending certain provisions of the "Agreement for Operations, Maintenance, and Management Services for the City of Fayetteville's Wastewater Treatment Plant," dated August 16, 1994 (the "Agreement") to prevent the facilities covered by the Agreement from being deemed to be used in the trade or business of OMI pursuant to Section 141 (b) of the Internal Revenue Code of 1986, as amended.

This is Amendment No. 4 to the Agreement dated the 16th day of August, 1994, between Owner and OMI.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following Article 4.1:
 - 4.1 For services rendered during the fifth year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Eighty Five Thousand Four Hundred and Ninety Five Dollars (\$85,495). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments. The management fee for subsequent years will be determined proportional to the increase in estimated cost.
2. Article 4.3 is hereby deleted in its entirety and replaced with the following Article 4.3:
 - 4.3 OMI estimates that cost for services for calendar year 1999 shall be Three Million Six Hundred Thirty Two Thousand, Nine Hundred and Ninety Two Dollars (\$3,632,992) annually. Details of said cost are shown in Appendix J. The base fee shall be negotiated each year in September, beginning in 1999 for calendar year 2000. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this agreement, specific approval will be obtained from the owner.
3. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J.

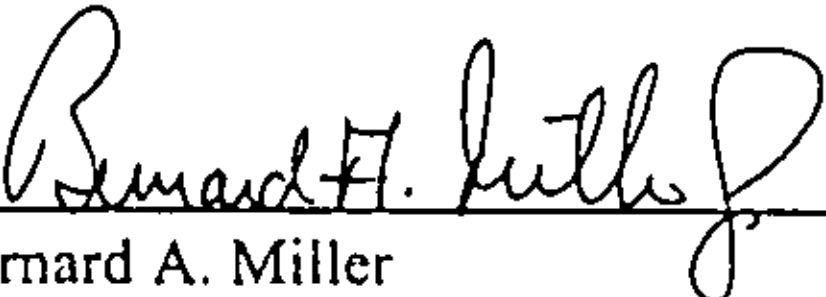
4. Appendix K is hereby added to the Agreement.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment to the Agreement by their signatures below as of the date shown above.

Authorized Signature:

Authorized Signature:


Bernard A. Miller
Title: Chief Operating Officer

Fred Hanna, Jr.
Title: Mayor

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF FAYETTEVILLE

Date: 19 JAN 1999

Date: _____

Appendix J

COST DETAIL

The proposed annual estimated costs for 1999 were calculated as follows:

	Projected 1998	Budgeted 1998	Proposed 1999
Direct labor and benefits	\$1,267,408	\$1,290,521	\$1,329,586
Labor overhead @ 35%	\$ 443,593	\$ 451,682	\$ 465,355
Electricity	\$ 579,956	\$ 540,000	\$ 600,000
Electric overhead @ 5%	\$ 28,998	\$ 27,000	\$ 30,000
All other direct costs	\$ 779,688	\$ 799,257	\$ 793,233
Other direct costs overhead 10%	<u>\$ 77,969</u>	<u>\$ 79,926</u>	<u>\$ 79,323</u>
Sub-Total	\$3,177,612	\$3,188,386	\$3,297,497
Fixed Fee	<u>\$ 82,666</u>	<u>\$ 82,665</u>	<u>\$ 85,495</u>
Total Operating Budget	\$3,260,278	\$3,271,051	\$3,382,992
SCADA Upgrade - Phase 1			\$ 250,000
Total 1999 Budget			\$3,632,992

The following are some of the major reasons for cost circumstances:

1. Projected increase in electrical usage and demand due to increased loading, and the requirement to begin part-time utilization of the second aeration basin.
2. Continued increase in the cost of providing skilled professional labor in Northwest Arkansas' highly competitive job market.

Appendix K

SCADA UPGRADE - PHASE I - SCOPE OF WORK

The following SCADA upgrade tasks will be performed by OMI during the calendar year 1999.

1. Replacement of 41 (now discontinued) existing remote terminal units with OMI-developed remote terminal units at each SCADA remote location, including all existing SCADA-equipped wastewater lift stations, water tanks, and water pump/booster stations. (This project specifically excludes costs associated with installations of new SCADA equipment at locations not presently so equipped. This project also specifically excludes replacement of the existing Motorola radios associated with each remote terminal unit)
2. Replacement of existing human/machine interface software with Y2K compliant 'Lookout' v3.8 by National Instruments.
3. Replacement of two remaining existing central computers (out of the original four) with five updated and modernized versions for improved access and redundancy. These computers will be IBM compatible with minimum 350 MHz processors.
4. Upgrade of systemic remote control and monitoring capability with the replacement of existing mobile computer and addition of three mobile computers and the implementation of point-to-point protocol (PPP) dial-up networking.

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

Budget Year 1999	Department: Public Works Division: Wastewater Treatment Plant Program:	Date Requested 01/22/99	Adjustment #
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Project or Item Requested: Additional funding is requested for the wastewater treatment plant operations contract.	Project or Item Deleted: None. Use of fund balance is proposed for this adjustment.
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Justification of this Increase: The additional funding is requested due to projected increases in utilities associated with operating a second aeration basin.	Justification of this Decrease: Sufficient cash & investments exist to fund this request and planned expenditures.
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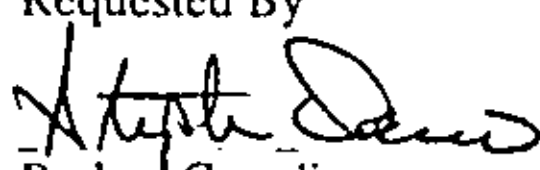
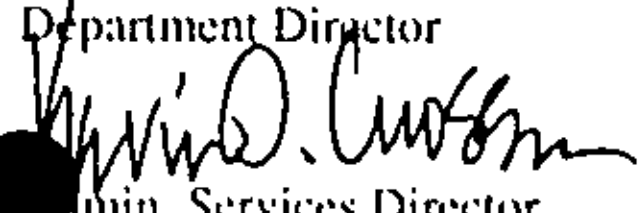
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
PCP Operation Contract	55,941	5400 5100 5328 00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	55,941	5400 0940 4999 99	

Approval Signatures

Requested By  Budget Coordinator	Date 1/22/99 Date
Department Director  Admin. Services Director	Date 25 JAN 99 Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>D</u>	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

Northwest Arkansas TIMES

Monday,

February 1, 1999



CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

****Note time change****

A meeting of the Fayetteville City Council will be held on February 2, 1999, at 5:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- APPROVAL OF MINUTES:** Approval of minutes from the January 19, 1999 meeting.
- A. **GREGG AVENUE:** A resolution approving partial payment of \$35,000 to the Arkansas Highway and Transportation Department for preliminary engineering for the design of improvements and widening of Gregg Avenue from Highway 71B north to Mud Creek Bridge.
 - B. **TROLLEY OPERATIONS AGREEMENT:** A resolution approving an agreement between the City and Jones Transportation Services for the provision of trolley operations services for March 1, 1999 through December 31, 1999 and providing for four one-year renewals.
 - C. **BID 99-11:** A resolution awarding Bid 99-11 to Ferrara Fire Apparatus, Inc., in the amount of 4167,747 for a new fire department pumper.
 - D. **AIRPORT LEASE MODIFICATIONS:** A resolution approving the modification of lease agreements with all four car rental agencies currently serving Drake Field.
 - E. **WATER & SEWER REFUNDING BONDS:** A resolution approving a letter agreement with Stephens, Inc. to perform underwriting services in connection with the proposed issuance of water and sewer refunding bonds. The cost is \$9.50 per \$1,000 of bonds issued to be paid from bond proceeds.
 - F. **FIRE STATION #4:** A resolution awarding Bid 99-14 to Heckathorn Construction in the amount of \$611,520 and approval of a 5% contract contingency.
 - G. **ADS ENVIRONMENTAL SERVICES:** A resolution awarding contract for flow monitoring materials and services to ADS Environmental Services, Inc. in the amount of \$235,455, approval of a contingency of \$9,400 and sales tax of \$10,945, less a trade in of 431,000, for a net cost of \$224,800.
 - H. **LDA AND GLIDE SLOPE:** A resolution approving a lease and transfer agreement with the Federal Aviation Administration in the amount of \$627,220 providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment; and approval of a budget adjustment.
 - I. **LIBRARY MASTER PLAN:** A resolution amending a contract with Meyer Scherer and Rockcastle, Ltd. in the amount of \$34,465 to extend the Master Plan for Library Services and Facilities to evaluate two design options; and the approval of a budget adjustment.
 - J. **NORTHWEST ARKANSAS AVIATION:** A resolution approving a lease with Northwest Aviation Technologies Center to lease an executive hanger located at 4248 South School Avenue and approval of a budget adjustment to bring the building up to current building code standards.

II. OLD BUSINESS

III. NEW BUSINESS

- A. **BID WAIVER:** An ordinance providing for a bid waiver to purchase a self-propelled wedge foot roller for use in the Street Maintenance Program.
- B. **WATER & SEWER REFUNDING BONDS:** Moved to Consent Agenda, Item E.
- C. **RZ 98-24:** An ordinance approving a rezoning request RZ 98-23 changing 19.74 acres from A-1, Agricultural to R-O, Residential Office. This project was submitted by Kurt Jones of Crafton, Tull on behalf of Washington Regional.
- D. **VA 98-13.00:** An ordinance approving vacation request VA-98-13.00 as submitted by Andre and Marci Gies vacating a portion of the 50' wide Cedar Street right of way located between lots 5 and 6 of the Garner-Lanmore Addition, Block B subject to the existing utility easements and sewer easements are required.
- E. **RZ 98-24:** An ordinance approving rezoning request RZ 98-24, submitted by Deborah and Calvin Laningham for property located at 731 North Leverett to rezone .40 acres from C-1, Neighborhood Commercial to R-3, High Density Residential.
- F. **BACKFLOW PREVENTION:** An ordinance amending Chapter 51, Water and Sewers, of the Code of Fayetteville, to add Section 51.146, Backflow Prevention, providing for Cross Connection Control Standards and requirements for the design, construction and maintenance of connections to the public water supply.
- G. **STONEGATE SUBDIVISION:** An ordinance waiving Ordinance 3793 and accepting money in lieu as park land requirement for Stonegate Subdivision.
- H. **FIRE STATION #4:** Moved to Consent Agenda, Item F.
- I. **ADS ENVIRONMENTAL SERVICES:** Moved to Consent Agenda, Item H.
- J. **LDA AND GLIDE SLOPE:** Moved to Consent Agenda, Item H.
- K. **LIBRARY MASTER PLAN:** Moved to Consent Agenda, Item I.
- L. **NORTHWEST ARKANSAS AVIATION:** Moved To Consent Agenda, Item J.
- M. **OMI:** A resolution authorizing the execution of Amendment #4 for the operation of the Paul Noland Treatment Plant, and the approval of a budget adjustment. The amendment provides for a total of \$3,632,992 for operations services during 1999.

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