

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL NOVEMBER 2, 1999

A meeting of the Fayetteville City Council will be held on November 2, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the October 19, 1999 City Council meeting.
2. **BID 99-76:** A resolution accepting Williams Ford Tractor as the lowest qualified bidder for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76. These units will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.
3. **MAINTENANCE BUILDING:** A resolution approving an engineering services contract with McClelland Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building, and a budget adjustment in the amount of \$25,567.
4. **BLUE CROSS / BLUE SHIELD:** A resolution renewing the Blue Cross / Blue Shield contract for policy year 1/1/2000 through 12/31/2000 and increase employer contribution to cover escrow account differential.
5. **FIXED ASSETS POLICY CHANGE:** A resolution approving a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased under the \$5,000 amount are now considered minor equipment. Approval of a budget adjustment is required to recognize the budget impact for 1999.
6. **HANNA MOORE LEASE:** A resolution approving a Lease Agreement with Hanna Moore Development, 319 Ila Street, for a 6-month lease for heated storage located at 1671 Fred Hanna Drive per Bid 99-77. The agreement will be for the period of six months from November 1, 1999 to April 30, 2000.

B. OLD BUSINESS

1. **RZ 99-28.00:** An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 and 2201 W. Deane Street. *Item postponed until November 16, 1999 City Council meeting.*
2. **CAPITAL IMPROVEMENTS:** A resolution approving the 2000-2004 Capital Improvements Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget. *Item was tabled at the October 19, 1999 City Council meeting.*
3. **RZ 99-29 PLANNING COMMISSION APPEAL:** An ordinance approving rezoning request RZ 99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential, to allow the development of an upper-scale 6 unit residential Planned Unit Development. *The ordinance was left on the first reading at the October 19, 1999 City Council meeting.*

C. NEW BUSINESS

1. **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.
2. **BID WAIVER:** An ordinance approving a bid waiver to purchase heavy-duty cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System.
3. **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.

4. **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.
5. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.
6. **VA 99-14.00:** An ordinance approving a vacation request submitted by Dave Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on Lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.
7. **MULTI-USE TRAILS:** A presentation and discussion of a petition regarding multi-use trails.

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1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the October 19, 1999 City Council meeting.
- 137-99 2. **BID 99-76:** A resolution accepting Williams Ford Tractor as the lowest qualified bidder for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76. These units will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.
- 138-99 3. **MAINTENANCE BUILDING:** A resolution approving an engineering services contract with McClelland Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building, and a budget adjustment in the amount of \$25,567.
- 139-99 4. **BLUE CROSS / BLUE SHIELD:** A resolution renewing the Blue Cross / Blue Shield contract for policy year 1/1/2000 through 12/31/2000 and increase employer contribution to cover escrow account differential.
- 140-99 5. **FIXED ASSETS POLICY CHANGE:** A resolution approving a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased under the \$5,000 amount are now considered minor equipment. Approval of a budget adjustment is required to recognize the budget impact for 1999.
- 141-99 6. **HANNA MOORE LEASE:** A resolution approving a Lease Agreement with Hanna Moore Development, 319 Ila Street, for a 6-month lease for heated storage located at 1671 Fred Hanna Drive per Bid 99-77. The agreement will be for the period of six months from November 1, 1999 to April 30, 2000.

B. OLD BUSINESS

1. *postponed* **RZ 99-28.00:** An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 and 2201 W. Deane Street. *Item postponed until November 16, 1999 City Council meeting.*

- 142-99 2. **CAPITAL IMPROVEMENTS:** A resolution approving the 2000-2004 Capital Improvements Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget. *Item was tabled at the October 19, 1999 City Council meeting.*

- 4198 3. **RZ 99-29 PLANNING COMMISSION APPEAL:** An ordinance approving rezoning request RZ 99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential, to allow the development of an upper-scale 6 unit residential Planned Unit Development. *The ordinance was left on the first reading at the October 19, 1999 City Council meeting.*

C. NEW BUSINESS

- 4194 1. **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.

- 4197 2. **BID WAIVER:** An ordinance approving a bid waiver to purchase heavy-duty cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System.

- 4198 3. **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.

- 4199
4. **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.
- 143-99
5. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.
- 4200
6. **VA 99-14.00:** An ordinance approving a vacation request submitted by Dave Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on Lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.
7. **MULTI-USE TRAILS:** A presentation and discussion of a petition regarding multi-use trails.

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CONSENT AGENDA

- Gymnasium*
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B. OLD BUSINESS

- Removed*
1. **RZ 99-28.00:** An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 and 2201 W. Deane Street. *Item postponed until November 16, 1999 City Council meeting.*
 2. *Approved 142-99* **CAPITAL IMPROVEMENTS:** A resolution approving the 2000-2004 Capital Improvements Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget. *Item was tabled at the October 19, 1999 City Council meeting.*
 3. *Left on Second* **RZ 99-29 PLANNING COMMISSION APPEAL:** An ordinance approving rezoning request RZ 99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential, to allow the development of an upper-scale 6 unit residential Planned Unit Development. *The ordinance was left on the first reading at the October 19, 1999 City Council meeting.*

C. NEW BUSINESS

- Passed. ORD 4196*
1. *Passed. 4197* **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.
 2. *Passed. 4197* **BID WAIVER:** An ordinance approving a bid waiver to purchase heavy-duty cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System.
 3. *Passed. 4198* **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.

Pres.
4199

4. ✓✓ **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.

approved.
1413-99

5. ① **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.

Pres.
4200

6. ✓✓ **VA 99-14.00:** An ordinance approving a vacation request submitted by Dave Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on Lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.

NO ACTION?

- MULTI-USE TRAILS:** A presentation and discussion of a petition regarding multi-use trails.

City Council 11/2/99

	Roll				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA	✓				
	9- AD HD CONSENT				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA					
	7-0-0				
	22-99-28				
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
MAYOR HANNA					

	RA KS CIP				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA					
	8-0-0.				
	RZ 99-29				
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
MAYOR HANNA					
	RA 2ND. RZ 99-30	RZ 3RD KS.	PASS		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					

	1 st 2 nd 3 rd BID WAIVER	KS 2 nd 3 rd	PASS		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					
	7-0- KARR 2 nd SERENITY	8-0-0 KS HD. 3 rd PLACE	7-0. PASS		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					
	7-0. KS 2 nd 3 rd PARK LAND ORID.	8-0-0 KS 3 rd	7-0. PASS		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					
	7-0.	8-0	7-0.		

	722A F. R. CA7				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA					
	7-0-0 BD RA 200 LA 99-14 RA. 302 BP. PASS.				
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					
	7-0.	8-0	7-0-		
	MULTI CASE TRIALS				
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
MAYOR HANNA					

meeting adjourned at 8:45.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
OCTOBER 19, 1999**

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

PRESENT: Mayor Fred Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Administrative Services Director Kevin Crosson; Public Works Director Charles Venable; City Planner Tim Conklin; Staff; Press; and Audience.

ITEMS DISCUSSED

Approval of the Minutes
Wilson Park Toy Surfacing
Homebuyer Sale
Library Surveys
RZ 99-28: 2200 & 2201 W. Deane St.
Passenger Bus
Sciacca Possession
2000-2004 Capital Improvements Program
Fireworks Amendment
Silverthorn Waiver
RZ 99-29 Planning Commission Appeal
I-540 Scenic Byway

ACTION TAKEN

Approved
Approved Res. 132-99
Approved Res. 133-99
Approved Res. 134-99
Left on second reading
Passed Ord. 4193
Passed Ord. 4194
Tabled
Passed Ord. 4195
Approved Res. 135-99
Left on first reading
Approved Res. 136-99

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Mayor Hanna asked all to rise to recite the Pledge of Allegiance.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the October 5, 1999 City Council meeting.

WILSON PARK TOY SURFACING

A resolution approving award of Bid #99-74 to Westlin Concrete Inc. in the amount of \$29,145.83 for the installation of a 2,404 square feet concrete base and playground poured-in-place around the current Big Toy at Wilson Park.

RESOLUTION 132-99 AS RECORDED IN THE CITY CLERK'S OFFICE

HOMEBUYER SALE

A resolution approving an Offer and Acceptance Contract to sell the property known as 21 East 4th Street to the designated eligible Affordable Homeownership Program applicant.

RESOLUTION 133-99 AS RECORDED IN THE CITY CLERK'S OFFICE

LIBRARY SURVEYS

A resolution approving an agreement with Garver Engineers to furnish surveys and geotechnical information for the architect's use in the development of the proposed library site. The contract is a cost plus a fixed fee in the amount not to exceed \$27,960 and includes a fixed fee of \$2,996.

RESOLUTION 134-99 AS RECORDED IN THE CITY CLERK'S OFFICE

Alderman Daniel moved to approve the Consent Agenda. Alderman Davis seconded the motion. Upon roll call, the motion was approved unanimously, 8-0-0.

OLD BUSINESS

RZ 99-28.00

An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 & 2201 W. Deane Street. The property is zoned R-1, Low Density Residential and contains approximately 11.64 acres. The request is to rezone the property to R-2, Medium Density Residential. This item was left on the first reading at the October 5, 1999 City Council meeting.

Mayor Hanna noted that Richard Maynard had passed out a packet at the last City Council meeting that included a petition from the neighbors and some letters. He also stated that he had gotten a call from Mr. Weatherford requesting that they leave this item on the second reading because he and his attorney would be out of town for tonight's meeting.

Alderman Trumbo mentioned that he would like to allow everyone who had come to tonight's meeting have an opportunity to speak tonight.

Mayor Hanna stated that Mr. Maynard had given him a list of speakers opposing the proposal.

Mr. Rose read the ordinance for the second time.

Mayor Hanna asked the Council for their comments.

Alderman Daniel mentioned that she had checked with the courthouse records and had found that Mr. Weatherford was not the legal owner of the property in question.

Jeff Whitmer, Lindsey & Associates Realty, stated that he had the deeds which showed that Mr. Weatherford owned the property but they had not been filed with the County Courthouse yet. He said that he would bring them to the next Council meeting.

Alderman Daniel said that she had received about 25 e-mails and calls opposing this item and two calls in favor.

Mayor Hanna introduced Father Douglas Simmons as one of the speakers representing the opposition to this rezoning.

Father Douglas Simmons, 1558 Stable, stated that his reason for opposing this item was because of its hazard. The more dense the population, the more dangerous the area is for its residents. This area has small roads with no shoulders or sidewalks, only ditches. There had been many accidents at the intersection of Deane Street and Porter Road. People use Porter Road as a shortcut to Highway 71. The proposed apartment complex would house many students who would use Deane Street, Sang Avenue, and Porter Road. It has been his experience from living in other cities like Fayetteville whose streets did not increase in proportion to the size of the population.

Fay Dogee, 1745 Sang Avenue, stated that she has lived at her house for three years. Prior to that, she lived at 1615 Sang Avenue, across from the Encore Apartments. Prior to that apartment complex was built, she never experienced any flooding problems or high water. The empty land there had been lower than the street. The soil had been covered in order to construct the apartments, which resulted in flooding and storm water run-off. The pasture in question for this rezoning would also require that the soil be covered to construct the apartments. Currently, the soil there is listed as pembroke silt loam which has very good drainage and acts like a blotter. It is also lower than the land to the east on Sang Avenue. Naturally, the apartment complex builder will bring in more soil to raise the level of the property to that of the road, which will then result in a canal. She could not imagine that any construction they could do would guarantee that the neighbors would not have resulting flooding problems. She had checked and had found that the apartments at Linda Jo Place had flooded this year. She believed this rezoning would lead to a rezoning request from the property owner on the south. She couldn't see any reason why they could deny that future rezoning request; the City would virtually be saying to her and her neighbors that they, as lower middle class homeowners in that area, shouldn't mind the rezoning, shouldn't mind that their kids needed to dodge speeding cars, shouldn't mind the increase in partying and noise in the area, and shouldn't matter that their property values were reduced. On October 7 and 8, her brother, a civil engineer, J.M. Lavender came to surmise the situation. In Oklahoma City where he works, rezoning changes were not made unless there was an overwhelming need to do so, and he had found it strange that zoning regulations here were considered as suggestions. She had also found available property that could be developed closer to the university. She asked that the Council leave their neighborhood as it is.

Chris Norris, 2122 W. Lawson, stated that he and his wife had lived there for three years. He wanted to know why they had not been informed of this rezoning. They had been informed by Richard Maynard who had put a flyer on their door. They had decided to buy their home in that neighborhood because it was close to Asbell School, had a big backyard, and was next to a church and a field. If this complex went in, they would have to move. Their child walks to and from school and rides his bike in the neighborhood. In his opinion, this rezoning would break the City's agreement with the neighborhood with the current rezoning. He asked why they would want to put children in danger.

Faylene Honniger stated that she and her daughter had moved into their house on Hatfield almost two years ago. She had bought this house for her daughter for when she grew up. She said there were fifteen kids on her street where cars are constantly speeding. Her daughter is not allowed to walk by herself to or from school. Kids don't always think before they step out into the street. Recently she had found out that her whole street had been rezoned flood plain and they had not been informed by the City. Her neighbor had been told by her bank, telling her that she needed to get flood insurance. Less people would be interested in buying the houses in her neighborhood now. Part of the field for this apartment complex had been determined to be within the flood plain. She had asked a City worker why they had been zoned as flood plain; she had been told that it was due to the growth in the area, although Ms. Honniger thought there had not been that much construction. She could not imagine any engineer telling her that her home would not flood due to this new apartment complex. She knew in her heart that this was not right.

Alderman Davis asked for the date on the most current flood plain map.

Tim Conklin, City Planner, answered that it was July 21, 1999. The Corps of Engineers and FEMA had reevaluated the Fayetteville area and were producing more current maps. The City maps showed the designations at that date, not for the future, and showed who was required to get flood insurance.

Alderman Davis stated that the flood insurance rate maps changed constantly.

Mr. Conklin agreed.

Alderman Davis mentioned that flood insurance was very expensive.

Mr. Conklin answered yes and no. If your property had not been in the flood plain and had been built correctly according to the existing flood maps of its time, then it would not be very expensive, it would be grandfathered in. But if you do build below the flood elevation, then it could be a substantial increase.

Annetta Hoskins, 1601 N. Sang Avenue, stated she and her husband had owned their home for 13 ½ years. They had enjoyed Mr. Weatherford's cattle living across her back fence. She was not opposed to Mr. Weatherford selling the property, nor the buyer developing the property, but she was opposed to the density being proposed. She didn't believe the property was limited to 140 units. She was concerned with the increase in traffic the development would bring. She was concerned with the flood plain; Mr. Weatherford's property looks like a lake after a heavy rain. She agreed with Ms. Harrington's comments at the last Council meeting that it is the owners who are hurt; she pointed out that they, too, are owners.

Jim DeVore, 2615 Megan, stated that most of his concerns had already been expressed. He felt his property would definitely be a part of any storm water run-off. The rainwater after the last rain had been 4'7" deep; one of his neighbors had had expensive damage done to his car due to the flooding. He felt that the planning done in the City for the flood control had not been very good. Considering the people affected by the run-off and the traffic from this development, it would not be necessary.

Richard Maynard asked for a show of hands for people opposed to this proposal. He deferred his time to speak until after Mr. Hahn's attorney had spoken.

Wayne Krug, the petitioner and Michele Harrington's partner, asked to respond to the major concerns of the citizens who had already spoken before Council. He pointed out that this would truly be a fill-in zoning; there is a mixture of zoning in the area. Across the street is R-3 zoning which allows an even higher density zoning than what they were proposing. Currently they have a field in the location, which is not a good use of land for the landowner. He felt this was not a great change to the neighborhood in terms of zoning. The change in zoning had been approved by the City's Planning staff and concurred with sound planning strategy for the City. Issues of traffic, drainage, and screenage would all be dealt with further in the development process. He stated that the issues of drainage and run-off would be handled by the engineers. As for speeding traffic, he said that in his experience of the university, the students didn't tear out of class and speed through residential streets. He thought a legitimate concern would be the increase in the amount of traffic that this apartment complex would cause, but he didn't think it was right to not do anything in this area that might increase traffic. As for putting duplexes in instead of

apartments, you could put in 135 units rather than 140 units, less than a 5% increase from the duplex density. He thought they would be pleased with the development they were putting in. If the property were rezoned, the property owners were not legally bound by the 140 units he was talking about. This project would not materially harm others. The planning professional's felt the zoning was proper and fit with the surrounding property. Access, drainage and other issues would be addressed during the large scale process.

Alderman Santos asked if the developer had any intentions of providing a bill of assurance.

Mr. Krug replied developers would provide a bill of assurance stating that the development would be between 12 and 15 units per acre rather than 20 and 24.

Mr. Nelson, Reality Resources, stated he was the developer hoping to purchase and rezone the property. Other projects they had worked on they had not be able to get more than twelve units per acre. They did large amenity package and a lot of green space. They were not trying to place too many units on one space. It was unattractive and it was not what the students wanted. They were trying to take the institutional feel out of the housing. This was a more upscale student housing project, with a lot of open space and recreation facility.

Alderman Austin noted this property had been part of the solution to the flooding problem in the area. He asked if the client would place a bill of assurance that everything possible would be done to manage the water on the property, but to take care of the water that had been coming onto the property that the neighbors had been talking about.

Mr. Krug stated they would have to do that irregardless.

Alderman Young clarified that the city had a drainage ordinance which the developer had to comply with.

Mr. Maynard stated he had been told very little. He was allowed to ask very little. He felt they had a right to know what was going back there. He respected property rights, but property did affect other property. The owner had the right to sell his property as long as it did not affect the rights of others. He thought the owner could sell his property under the current zoning, but he was asking more than the market would allow. He was concerned about the flooding. He expressed concern about the increase of traffic this development would cause.

Mr. Krug stated the University was trying to recruit an additional one thousand student a year for the next five years. Those students needed to live somewhere and it was nice to live close to the university. Zoning was a function of government restriction on the property. Zoning was to keep alike uses together.

Alderman Daniels noted there was a proposal to build several new dorms on campus and they were wanting to increase student enrollment.

Alderman Santos added the Chancellor's goal was increase enrollment by 50% by the year 2010. He was

wanting to increase the percentage of students living on campus from about 27% to approximately 40% in the future. It would still create an off campus demand for several thousand off-campus units.

Alderman Davis added that was what they were hoping for, but reality was a different question. His concern was that the Cliff's had an additional 200 units in the process of being constructed. They had also just approved another 225 units close to the University Farms. All these units would be coming on line by next fall. The city currently had a lot of vacancies in the newspapers for apartments. He was not sure that they could prove at this time that there was a need for more apartments.

Mayor Hanna replied he was not sure that it was the council's charge to debate the need. He thought they were to listen to both sides and make the best judgment they could.

Alderman Russell questioned what the traffic increase would be.

Mr. Conklin stated they had done a trip generation calculation using the Institute of Transportation Engineers with 140 dwelling units they would expect in a twenty-four hour, two-way volume, of 928 trips. That was 928 trips going two-ways.

Mr. Krug stated most of the traffic would not be twenty-four hours a day. He thought they would be running approximately 80 vehicles an hour over the two or three exits. If they were to compare with any other reasonable intersection, they would find that it was not a large increase in traffic.

Ms. Doege stated she use to be a student. There was not way in the world she would only make two trips a day. She was constantly make trips. She thought the estimate was too low for a student and needed to be increased two to three times.

Alderman Russell asked if the equation to determine traffic estimate was if uniform or did they had a factor to plug in there type of development or was it uniform for all type of dwelling unit and what type of people they had living there.

Mr. Conklin replied there were different factors they could put into the program. There was not a factor for students. All apartments were factored the same.

Alderman Austin questioned the different types of streets in the city.\

Mr. Conklin stated the city had a master street plan that classified streets by how they functioned and the traffic they served. They had a local residential street that handled the traffic out of a subdivision. A collector street which was a two-lane street, 36' wide which handled 4,000-6,000 vehicles per day. The next street was a minor arterial street. It was a four-lane street it was 54' wide. It handled anywhere from 12,800 to 14,500 vehicles per day. Deane Street was classified as a minor artierial. It was currently built as two-lane. They did have a principle arterial, which was also a four-lane street with a median boulevard in the middle. Those were the city's major streets like College Avenue. Sang was classified as a local street which was for 3,000 to 4,000 vehicles per day.

Alderman Russell asked to see a show of hands for people who were here for this issue. Most of the audience raised their hands.

Alderman Young stated there were reasons to vote for the rezoning and there were reason to vote against it. It was not going to be an easy decision.

Mayor Hanna thanked the people for coming.

ITEM WAS LEFT ON THE SECOND READING.

NEW BUSINESS

PASSENGER BUS

An ordinance approving a Bid Waiver to purchase one used Diesel-Powered Forward Control Passenger Bus. This will allow the Mayor and City Clerk to approve for purchase the unit recommended by the Fleet Operations Division, the Youth Center Director, and the Equipment Committee. This unit will be primarily utilized by the Fayetteville Youth Center.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

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

Alderman Daniels asked if the equipment had been located yet.

Mayor Hanna replied it had not been located yet. They were giving the fleet manager the latitude to go out and look for one. If he found one that met the guidelines that the equipment committee had approved. This would give him the authority to go out and purchase it.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4193 AS RECORDED IN THE CITY CLERK'S OFFICE.

SCIACCA POSSESSION

An ordinance authorizing the City Attorney to seek court-ordered possession of certain lands (0.22 acre) and easement from property owned by Jerry L. Sciacca in association with the extension of 6th Street to Huntsville Road. Compensation of \$46,565.00 for the acquisition has been agreed upon and approved by City Council with Resolution 85-99. It is the intent of the City to let the courts settle a dispute on the distribution of funds between the property owner and certain lien holder(s).

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 the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Russell moved to suspend the rules and move to the third and final reading. Alderman Daniel 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 ordinance passed unanimously.

ORDINANCE 4194 AS RECORDED IN THE CITY CLERK'S OFFICE.

CAPITAL IMPROVEMENTS

A resolution approving the 2000-2004 Capital Improvements Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget.

Mr. Steve Davis, Budget and Kevin Springer, Budget and Research, presented a brief summary of the capital improve projects that began in 1988. Approximately 90% of the projects that were in the program than been reviewed and recommended by the City Council's Street and Water and Sewer Committees and well as projects from the Parks and Recreation and Airport's Advisory Boards.

Alderman Austin questioned if the city had considered any water storage planning. A low profile, ground level placement as an alternative to towers, in the future.

Mr. Don Bunn, Assistant Public Works Director, answered that it would depend of the area to be served and the elevation. Mt. Sequoah were on the ground, but were in affect elevated tanks because they supplied pressure to most of the city. They had put tanks on the ground at Kesler Mountain, which was southwest of town. It would depend on the area and the elevation. They generally had to have a certain water elevation to supply pressure. If the ground elevation was not sufficient they would have to elevate it. If they had their chose they would put them on the ground because they were cheaper to build.

Alderman Austin asked that they consider ground tanks out at Hyland Park rather than the elevated tank.

Alderman Austin moved to approve the resolution. Alderman Reynolds seconded the motion.

Alderman Russell stated he was not going to vote for this tonight.

Alderman Young questioned streets. There was a street that had been pushed off the 2001 Cleveland Street. Last year it had been funded. Now it had been moved back two or three years.

Mr. Venable replied last year it had been funded until they had to change some of the items for Gregg Street. Then they took it completely off. They did put it back in. They were hoping to get it back in 2000, but they had not been able to fund it. This was only the portion between Leverett and Cleveland. It did not include the connect to Prospect.

Alderman Young asked where some of these projects were coming from. He had always envisioned that all the projects were moving up every year. All of a sudden some projects appeared from nowhere compared to what was in there last year. He questioned if they kept moving the project up. He questioned the selection process.

Mr. Venable explained most of the project were on the CIP. One of the projects that they had move up was Kings Drive which they did not have it. It had been planned for 2001. Maple Street had been programmed, but they did not have it shown as a project. He did not know of many changes in it.

Alderman Russell asked him to explain the Steel Property. He had noticed that in the list of projects. That the \$300,000 they were spending this year had been moved from 2003. Had this been done last year or was that this year.

Mr. Venable answered what they had done. There had been plans to construct two-lanes along Steele Street. They had approved to go ahead and build the entire four-lanes at this time. The money would be used for the base and surfacing and the curb and gutter. When the project come forward, they had determined to go on. At the time when they first started talking about this last year. They were thinking of only building two lanes. When they got into it they found it was cheaper to do it this way. So they were going to go ahead and construct all four lanes.

Alderman Russell asked Mr. Venable to explain the re-budget of the 6th Street Improvement from 1999.

Mr. Venable explained they had a lot of projects this year that they did get the contract and some changes. There was about eight million dollars in projects that they let this year. Which took in two or three year. They had been back logged from other years. Some of these had overran and resulted in making some adjustments. They did not believe that they would get 6th street in this year because they did not have all the right-of-way acquired yet. They had taken some of the money from the 6th Street Project to fund the other projects. Now they were putting this money back in so they could fund 6th Street this year. 6th Street had been on the CIP plan for several years and had been rolling over.

Alderman Santos asked if they could move the Cleveland Street improvement up so they could co-inside with the Highway Department Garland Project.

Mr. Davis responded from a cash flow standpoint they had maxed out the sales tax capitol money for the year 2000.

Alderman Santos asked if there other projects they could delay to have those happen at the same time.

Mr. Davis replied that was what this council needed to decide. If there were projects that they thought were less critical than doing Cleveland.

Alderman Russell gave the background on Cleveland Street. It was basically the only street in his ward that he received phone calls about. The reason was that it was a matter of priorities. There were no sidewalks going down the hill from the school to Leverett Street. It was a narrow street. The plan was to widen the street to 28' and build a sidewalk on one side. Currently parents were complaining because the kids had no place to go but the street.

Mayor Hanna stated the city had the money and were ready to move on with the street, but the residents did not want the street. The street committee decided since it was not going to be a through connection that it was not as important as some of the other streets.

Mr. Davis added the project number was a 1996 project number.

Mayor Hanna stated they had started talking about this in 1993 and it was just now getting up there. It was all tied into the city's pay as you go plan. If they had kept the bond issue that the Supreme Court had over turned the sales tax, they would have had both of these street done. But they would also be in debt 33 million dollars. He thought they had worked out well, except for the few projects that had been delayed.

Alderman Daniel noted the bad situation around Leverett School. She asked if they would be working with the state when they started wideing the street. To improve the safety and the parking.

Mr. Venable did not know what the State and the School and worked out.

Alderman Young stated he had heard they were going and move the drop off back.

Mr. Venable stated they were supposed to have a public hearing soon. The City would not have much input into the situation because it was between the state and the school. This project would extend Cleveland Street back to Hall Street. He said that the City was working on the utilities there.

ITEM WAS TABLED.

FIREWORKS AMENDMENT

An ordinance amending Ordinance 3706, Chapter 94, Fire Prevention, Section 94.04, Sale and Use of Fireworks, Subsection (B) of the Fayetteville Code of Ordinances, to regulate the use of fireworks. The amendment would change Subsection (B) to read: "It shall be unlawful for any person to use fireworks within the City at any time except on the dates of July 3 and 4 *and on December 31 and January 1*" (inserted text in italics) to allow for such use by First Night Fayetteville.

Mr. Rose read the ordinance for the first time.

Alderman Trumbo made a motion to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call, the motion carried unanimously, 8-0-0.

Mr. Rose read the ordinance for the second time.

Alderman Davis made a motion to suspend the rules and go to the third and final reading. Alderman Santos seconded the motion. Upon roll call, the motion carried unanimously, 8-0-0.

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

Mayor Hanna asked for comments from the Council and the audience.

Alderman Reynolds asked if this ordinance was in agreement with the City Fire Chief.

Alderman Trumbo stated that it didn't seem like it.

Mayor Hanna answered that the Fire Chief did not approve of fireworks under any circumstance.

Alderman Daniel stated that this ordinance came about because the First Night Committee wanted to do a special display of fireworks for the children on New Year's Eve at 6:00 p.m. The fireworks that would be used were quiet, "cool" displays consisting mostly of confetti and sparklers. Hog City Diner had agreed to let First Night use the roof of their building for the display.

Chief Mickey Jackson stated that whoever makes the agreements with companies to come to town to put on these displays needed to have a thorough understanding of who was responsible for damage incurred by these fireworks.

Upon roll call, the ordinance passed unanimously, 8-0-0.

ORDINANCE 4195 AS RECORDED IN THE CITY CLERK'S OFFICE.

SILVERTHORN WAIVER

A resolution approving a Waiver of Ordinance 3793 to accept money in lieu as the park land requirement

for the Silverthorn Subdivision.

Alderman Austin made a motion to approve the resolution. Alderman Trumbo seconded the resolution.

Alderman Russell stated that he would like to hear from Brenda Thiel.

Brenda Thiel, Parks Board, mentioned that she had gone on the City Council tour of this subdivision. This location is 25,000 feet to the west and 1000 feet to the south; therefore there was not much potential expansion to the south or the west. She felt there would be plenty of subdivisions and other locations for parks in the area in the future. The land dedication for this development would be 1.48 acres which is not very large for a park. Of the two parcels offered for dedication, one would have required a right-of-way through the park to get to it, and the other was in a flood plain. The Parks Board decided that they would be better off with the \$22,125 in lieu of the land dedication.

Alderman Trumbo asked if they could use this money at Greathouse Park for further improvements.

Alderman Reynolds asked what he wanted to buy, a chainsaw?

Alderman Daniel stated that she thought it was about time for the Council to agree with the Parks Board.

Upon roll call, the resolution was approved unanimously, 8-0-0.

RESOLUTION 135-99 AS RECORDED IN THE CITY CLERK'S OFFICE.

RZ 99-29 PC APPEAL

An ordinance to approve rezoning request RZ99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential to allow the development of an upper-scale 6-unit residential Planned Unit Development.

Mr. Rose read the ordinance for the first time.

Alderman Young stated the company he worked for was associated with the project so he would not be participating in the discussion and would be abstaining from the vote.

Alderman Santos asked for the item to be left on the first reading tonight.

Mr. Wes Burgess, Crafton, Tull and Associates, stated they were asking the council to approve the rezoning for the following reasons: it was supported by the planning staff and the majority of the Planning Commissioner, unfortunately, they were not all there that night so the rezoning could not be approved. The second reason was the surrounding use. He presented a map illustrating the zoning in the area. The zoning was mixed in the area. He thought rezoning to R-1.5 would be a good idea because it would

provide some what of a buffer from the commercial area to the residential area to the west. The third reason was the fact that it was an in-fill project which was usually encouraged by the city. It was a very low density residential. The alternative would be to move the development to the edge of town where it would tax the infrastructure of the city. The fourth reason was that there had been some concern about the increase of traffic do to this development. Currently under R-1, four units could be constructed here. They were only asking for two additional units. The property emptied onto Sycamore, which was a collector street. It was not going to affect the traffic on the residential streets in the area. They felt that if there was going to be any increase in traffic, Sycamore was a good place for the additional traffic. The final reason they were asking for the rezoning was the intended use of the project. The proposed use of the development was the construction of two triplex. A bill of Assurance had been offered for a total of six individual units. This was not an apartment complex nor were apartment complexes even allowed in R-1.5 zoning districts. These homes would be plated as individual properties with zero lot lines and sold as individual units. The developer, himself, will occupy one of the units. The area of each home would be approximately 2800 square feet and each unit will have a two car garage. The proposed residents of the development would be homeowners and therefore have a stake in the neighborhood. He felt this would be a strong addition to the area.

Alderman Austin stated he remembered the area being a early morning and late afternoon smoking and escape area for the students of Woodland.

Mr. Carl Theil, an area resident, he stated he owned the property that was immediate east of the this property. There were at this time three single family residences on the property they owned. He stated he was in favor the rezoning. He felt the project that was proposed would be an excellent addition to the neighborhood there.

Ms. Louann Richards stated she did not live in the area. But she had seen in the paper that they had turned down the request for the rezoning. Her and her husband had been looking around for condos or something suitable for them to move into, because they were senior citizens. There was not much in this area. She believed there was a great need for this type of development. Fayetteville was going and they were progressive. She believed condos would sell. She was interested in buying one of these units and asked the council to support the rezoning.

Alderman Daniel asked Ms. Richards if there was a shortage of condos in the area.

Ms. Richards replied there was a difference between condos and townhouse. Condos you only owned the interior of the structure. They did not have to worry about the exterior of the building. With townhouses you were responsible for all the maintence of the building. Including the exterior. There was a difference between townhouses and condo which affected there expensives.

Mr. Nate Allen, 1917 Woodland Avenue, expressed concern about the rezoning. He asked what guaranteed that the condos would not turned into apartments. Expressed concern about the increase of traffic. He thought the neighborhood was very diverse as it was.

Mr. Franis Ferguson, developer, stated there were single family, sold separately, house. They would sell them as individual units. They currently had three potential customer, besides himself. He had lived in the same type of unit in a nother city and it was great. They association took care of all the maintenance and all the common area. The units themselves were very nice. Most of the people buying the units were over 50 because they did not want the responsiblity of the maintenance. He presented some photos of similar developments.

Mr. Timothy Sweetholt, stated he was new to the neighborhood. They had purchased there house because of the neighborhood, which was zoned R-1. Most of the neighbors did not want the property rezoned. He questioned the cost to the neighborhood. He thought the cost of the unit were to high. He thought there would be quick turnover. He expressed concern about the access to the property. He thought this would allow there structures into the

ITEM WAS LEFT ON THE FIRST READING.

I-540 SCENIC BYWAY

A resolution supporting the designation of I-540 from Fayetteville to Alma as an Arkansas Scenic Byway.

Alderman Reynolds made a motion to approve the resolution. Alderman Russell seconded the motion. Upon roll call, the resolution was approved unanimously, 8-0-0.

RESOLUTION 136-99 AS RECORDED IN THE CITY CLERK'S OFFICE.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 5, 1999.

FROM:		
Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for VA 99-14.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.

COST TO CITY:

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

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

CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY: _____	
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted to approve the vacation request on the Consent Agenda. There was no discussion of the item; however, minutes are attached.

	10-26-99	<u>Cross Reference</u>
Division Head	Date	
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

CONSENT AGENDA

Approval of Minutes - October 11, 1999

Johnson: The first item is the approval of the Minutes from the October 11, 1999 meeting. Are there any changes or corrections? If not, then they'll stand approved as distributed last week.

AD99-25: ADMINISTRATIVE MASTER STREET PLAN AMENDMENT, PP168

This item was submitted by Dave Jorgensen of Jorgensen and Associates. The request is to remove a proposed minor arterial street from the Master Street Plan. The proposed street is located north of Howard Nickle Road and west of Highway 112.

VA99-14: VACATION CANDLEWOOD DEVELOPMENT, LLC, PP294

This item was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of David Chapman of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25 foot sewer easement.

Johnson: Is there any member of the Commission who would move to remove an item from the Consent Agenda? Is there anyone in the audience who would request that we remove either of these two items from the Consent Agenda? Seeing none and we will vote on the Consent Agenda.

Roll Call

Upon roll call, the consent agenda was passed with a vote of 7-0-0. Commissioner Hoover and Commissioner Odom were not present.

PC Meeting of 25 Oct 99

FAYETTEVILLE

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

Utility Easement Vacation
Candlewood Development

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, P.E., Staff Engineer
DATE: October 21, 1999

Project: VA 99-14.00: Vacation (Candlewood Development, LLC, pp 294) was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.

The easement only contains an existing sanitary sewer line that has been relocated with the construction of this subdivision. Please refer to the attached drawings for exact location and dimensions.

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

Ozarks Electric - No objections.
Southwestern Electric Power Company - No service.
Arkansas Western Gas - No objections.
SW Bell - No objections.
TCA Cable - No objections.

City of Fayetteville:

Water/Sewer - No objections provided that the approval is subject to following conditions:

1. Final inspection and acceptance of the new sewer line.
2. Final Plat being recorded.
3. Accurate record drawings submitted to the City.
4. A 20' minimum easement being provided for all new and existing water and sewer lines in or bordering the development.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Approval of the requested easement vacation subject to the conditions as listed by the Water/Sewer Maintenance Superintendent.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: 10 / 25 / 99

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

**PETITION TO VACATE A PORTION OF A UTILITY AND DRAINAGE
EASEMENT LOCATED ON LOTS 40-44 SPACE OF CANDLEWOOD
SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS.**

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, on Lots 40-44 of Candlewood Subdivision to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

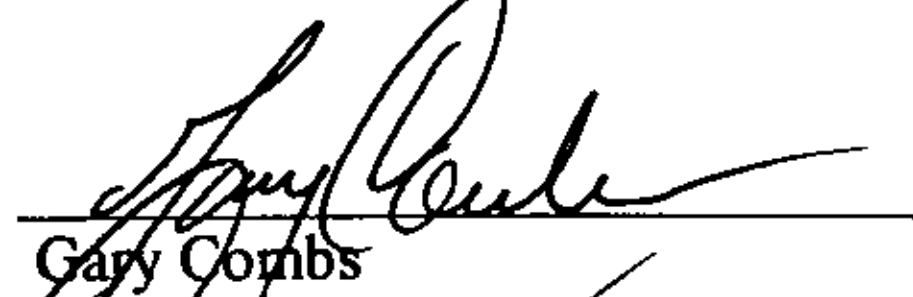
Part of the SE 1/4 of the SW 1/4 of Section 31, T17N, R29W in Washington County Arkansas and being described as follows: Commencing at the SE corner of the SW 1/4 of said Section 31 thence West 1215.79 feet, thence North 26.64 feet to the P.O.B. thence N 60°31'29" E 116.96 feet, thence N38°44'54" E 357.92 feet, thence N 26°46'55" E 117.16 feet, thence S 38°50'11" W 467.74 feet, thence S 60°31'29" W 119.12 feet, thence S 05°04'28" W 19.85 feet, thence N 85°54'03" E 20.20 feet to the POB; containing 13,346.29 SF.

The petitioners request that the City of Fayetteville, Arkansas abandon and vacate the above-described easement.

The petitioner further request that the above described easement be vested in the abutting property owner as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate and that title to said real estate sought to be abandoned by vested in the abutting property owner as provided by law, and as to that particular land the owner be free from the easements of the public.

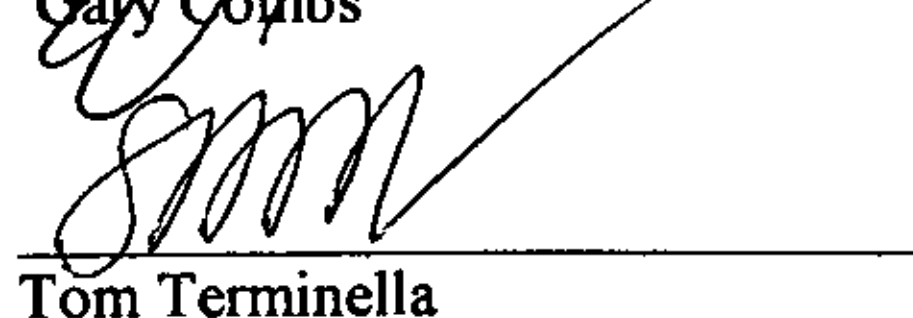
Dated this 20 ~~th~~ day of SEPT, 19 99



Gary Combs

9/20/99

Date

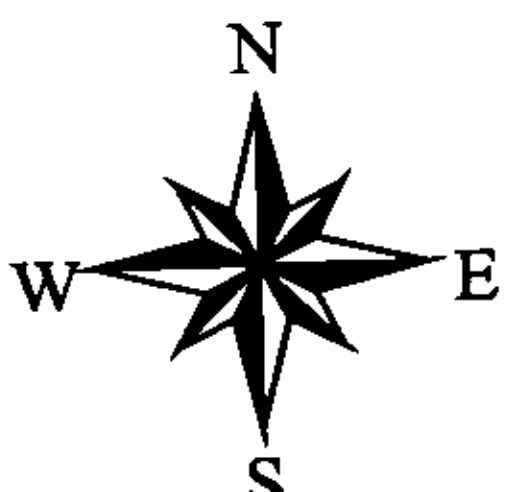
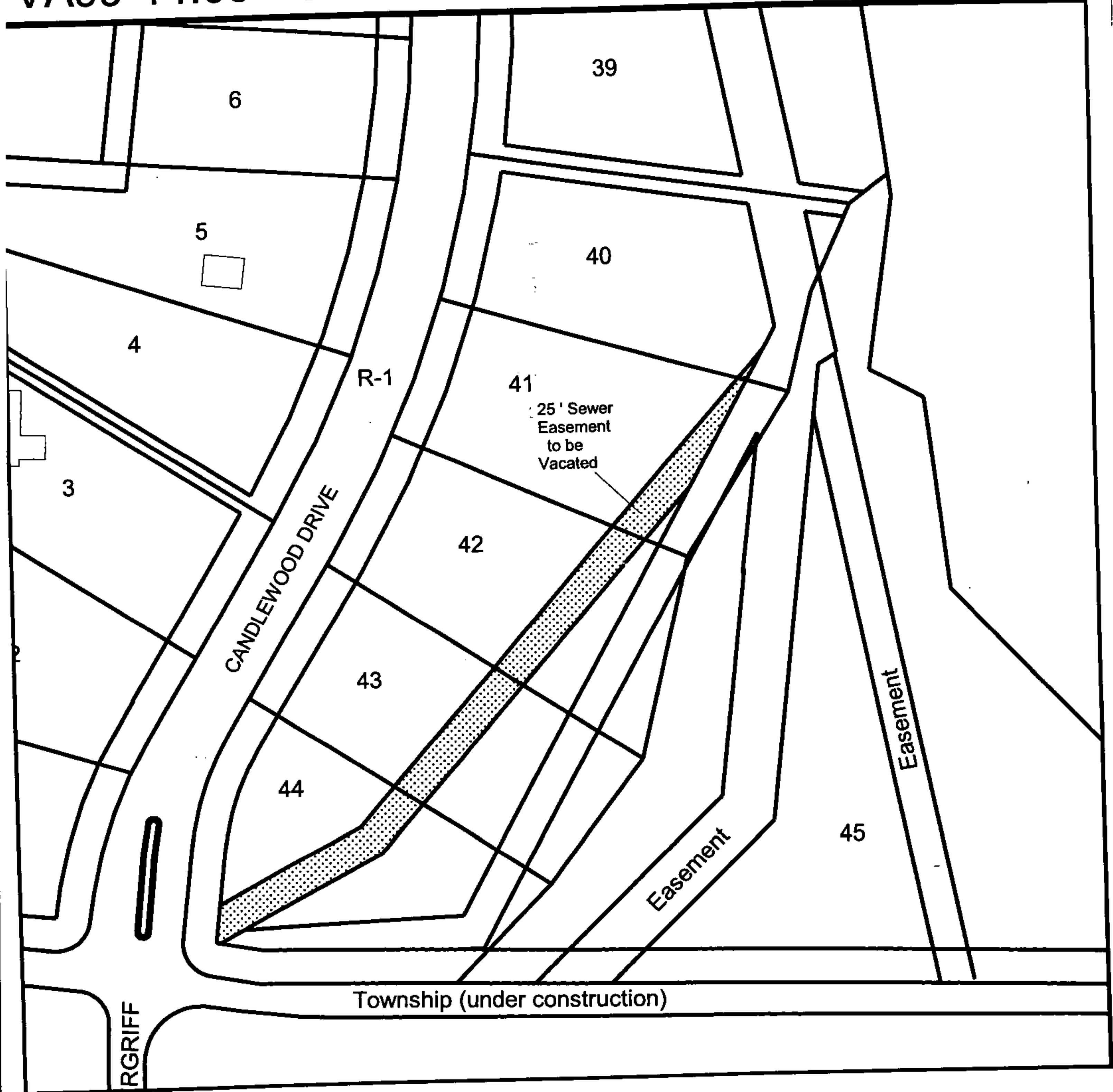


Tom Terminella

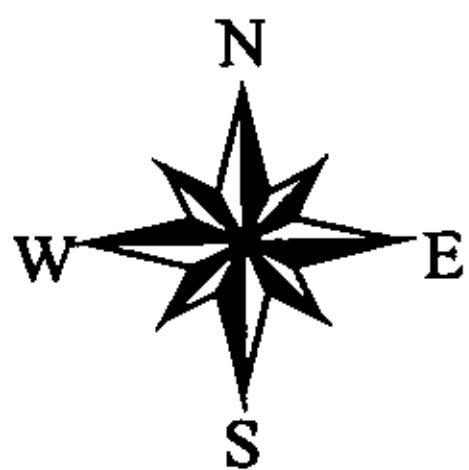
9/20/99

Date

VA99-14.00 - Candlewood Development - Close Up



100 0 100 Feet

[illegible]

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
OCTOBER 19, 1999**

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

PRESENT: Mayor Fred Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Administrative Services Director Kevin Crosson; Public Works Director Charles Venable; City Planner Tim Conklin; Staff; Press; and Audience.

ITEMS DISCUSSED

Approval of the Minutes
Wilson Park Toy Surfacing
Homebuyer Sale
Library Surveys
RZ 99-28: 2200 & 2201 W. Deane St.
Passenger Bus
Sciacca Possession
2000-2004 Capital Improvements Program
Fireworks Amendment
Silverthorn Waiver
RZ 99-29 Planning Commission Appeal
I-540 Scenic Byway

ACTION TAKEN

Approved
Approved Res. 132-99
Approved Res. 133-99
Approved Res. 134-99
Left on second reading
Passed Ord. 4193
Passed Ord. 4194
Tabled
Passed Ord. 4195
Approved Res. 135-99
Left on first reading
Approved Res. 136-99

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Mayor Hanna asked all to rise to recite the Pledge of Allegiance.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the October 5, 1999 City Council meeting.

WILSON PARK TOY SURFACING

A resolution approving award of Bid #99-74 to Westlin Concrete Inc. in the amount of \$29,145.83 for the installation of a 2,404 square feet concrete base and playground poured-in-place around the current Big Toy at Wilson Park.

RESOLUTION 132-99 AS RECORDED IN THE CITY CLERK'S OFFICE

HOMEBUYER SALE

A resolution approving an Offer and Acceptance Contract to sell the property known as 21 East 4th Street to the designated eligible Affordable Homeownership Program applicant.

RESOLUTION 133-99 AS RECORDED IN THE CITY CLERK'S OFFICE

LIBRARY SURVEYS

A resolution approving an agreement with Garver Engineers to furnish surveys and geotechnical information for the architect's use in the development of the proposed library site. The contract is a cost plus a fixed fee in the amount not to exceed \$27,960 and includes a fixed fee of \$2,996.

RESOLUTION 134-99 AS RECORDED IN THE CITY CLERK'S OFFICE

Alderman Daniel moved to approve the Consent Agenda. Alderman Davis seconded the motion. Upon roll call, the motion was approved unanimously, 8-0-0.

OLD BUSINESS

RZ 99-28.00

An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 & 2201 W. Deane Street. The property is zoned R-1, Low Density Residential and contains approximately 11.64 acres. The request is to rezone the property to R-2, Medium Density Residential. This item was left on the first reading at the October 5, 1999 City Council meeting.

Mayor Hanna noted that Richard Maynard had passed out a packet at the last City Council meeting that included a petition from the neighbors and some letters. He also stated that he had gotten a call from Mr. Weatherford requesting that they leave this item on the second reading because he and his attorney would be out of town for tonight's meeting.

Alderman Trumbo mentioned that he would like to allow everyone who had come to tonight's meeting to have an opportunity to speak tonight.

Mayor Hanna stated that Mr. Maynard had given him a list of speakers opposing the proposal.

Mr. Rose read the ordinance for the second time.

Mayor Hanna asked the Council for their comments.

Alderman Daniel mentioned that she had checked the County Courthouse records and found that Mr. Weatherford was not the legal owner of the property in question.

Jeff Whitmer, Lindsey & Associates Realty, stated that he had the deeds which showed that Mr. Weatherford owned the property but they had not been filed with the County Courthouse yet. He said that he would bring them to the next Council meeting.

Alderman Daniel said she had received about 25 e-mails and calls opposing this item and two calls in favor.

Mayor Hanna introduced Father Douglas Simmons as one of the speakers representing the opposition to this rezoning.

Father Douglas Simmons, 1558 Staple Avenue, stated he opposed this item because of its hazard. The more dense the population, the more dangerous the area is for its residents. This area has small roads with no shoulders or sidewalks, only ditches. There have been many accidents at the intersection of Deane Street and Porter Road. People use Porter Road as a shortcut to Highway 71. The proposed apartment complex would house many students who would use Deane Street, Sang Avenue, and Porter Road. He stated that he had experience from living in other cities such as Fayetteville whose streets did not increase in proportion to the size of the population; such a situation proved to be hazardous.

Faye Doege, 1745 N. Sang Avenue, stated that she has lived at her current address for three years. Prior to that, she lived at 1615 Sang Avenue, across from the Encore Apartments. Before that apartment complex was built, she said she never experienced any flooding problems or high water. The site of the complex had been lower than the street. The soil had been covered in order to construct the apartments, which resulted in flooding and storm water run-off. The pasture in question for this current rezoning would also require that the soil be covered to construct the apartments. Currently, the soil there is listed as pembroke silt loam which has very good drainage and acts like a blotter. This site is also lower than the land to the east on Sang Avenue. Naturally, the apartment complex builder will bring in more soil to raise the level of the property to that of the road, which will then result in a canal. Ms. Doege could not imagine that any construction they could do would guarantee that the neighbors would not have flooding problems. She had checked and had found that the apartments at Linda Jo Place flooded this year. She also believed this rezoning would lead to a rezoning request from the property owner on the south. She could see no reason why that future rezoning request could be denied; the City would virtually be saying to her and her neighbors that they, as lower middle class homeowners in that area, shouldn't mind the rezoning, shouldn't mind that their kids needed to dodge speeding cars, shouldn't mind the increase in partying and noise in the area, and that it shouldn't matter that their property values were reduced. On October 7 and 8, her brother, J. M. Lavender, a civil engineer, came to look at the situation. In Oklahoma City where he works, rezoning changes were not made unless there was an overwhelming need to do so, and he found it strange that zoning regulations here were considered as suggestions. She had also found available property that could be developed closer to the university. She asked that the Council leave their neighborhood as it is.

Chris Norris, 2122 W. Lawson, stated that he and his wife had lived at their current address for three years. He wanted to know why they were not informed of this rezoning. They had been informed by Richard Maynard who had put a flyer on their door. They decided to buy their home in this neighborhood because it was close to Asbell School, had a big backyard, and was next to a church and a field. If this complex goes in, they would have to move. Their child walks to and from school and rides his bike in the neighborhood. In his opinion, this rezoning would break the City's agreement with the neighborhood with the current rezoning. He asked why they would want to put children in danger.

Falene Honeger, 2303 Hatfield, stated that she and her daughter had moved into their house on Hatfield almost two years ago. She bought this house for her daughter for when she grows up. She said there were fifteen kids on her street and cars are constantly speeding. Her daughter is not allowed to walk by herself to or from school. Kids don't always think before they step out into the street. Recently she found out that her whole street had been rezoned as a flood plain and the residents had not been informed by the City. Her neighbor was told by her bank, who informed her that she needed to get flood insurance. Fewer people would be interested in buying the houses in her neighborhood now. Part of the field for this apartment complex had been determined to be within the flood plain. She said she had asked a City worker why they had been zoned as flood plain and was told that it was due to the growth in the area. Ms. Honeger does not think there has been that much construction in the area. She could not imagine any engineer telling her that her home would not flood due to this new apartment complex. She knew in her heart that this was not right.

Alderman Davis asked for the date on the most current flood plain map.

Tim Conklin, City Planner stated that it was dated July 21, 1999. The Corps of Engineers and FEMA had reevaluated the Fayetteville area and were producing more current maps. The City maps show the designations at that date, not for the future, and show who was required to get flood insurance.

Alderman Davis stated that the flood insurance rate maps changed constantly.

Mr. Conklin agreed.

Alderman Davis mentioned that flood insurance was very expensive.

Mr. Conklin answered both yes and no. If your property was not in the flood plain when it was built and was built correctly according to the existing flood maps of its time, then it would be grandfathered in and would not be very expensive. But if you do build below the flood elevation, it could be a substantial increase in rate.

Annetta Hoskins, 1601 N. Sang Avenue, stated she and her husband had owned their home for 13 ½ years. She said they enjoyed Mr. Weatherford's cattle living across her back fence. She was not opposed to Mr. Weatherford selling the property, nor the buyer developing the property, but she was opposed to the density that was being proposed. She didn't believe the property was limited to 140 units. She was concerned with the increase in traffic the development would bring. She was concerned with the flood plain; Mr. Weatherford's property looks like a lake after a heavy rain. She agreed with Ms. Harrington's comments at the last Council meeting that it is the owners who are hurt. She pointed out that they, the neighbors, are also owners.

Jim DeVore, 2615 W. Megan Drive, stated that most of his concerns had already been expressed. He felt his property would definitely be a part of any storm water run-off. The rainwater after the last rain had been 4'7" deep; one of his neighbors had had expensive damage done to his car due to the flooding. He felt that the City's planning for flood control had not been very good. Considering the people affected by the run-off and the traffic from this development, it would not be necessary.

Richard Maynard, 1717 N. Sang Avenue, asked for a show of hands from people in the audience opposed to this proposal. He deferred his time to speak until after Mr. Hahn's attorney had spoken.

Wayne Krug, the petitioner and Michele Harrington's partner, asked to be allowed to respond to the major concerns of the citizens who had already spoken before Council. He pointed out that this would truly be a fill-in zoning; there is a mixture of zoning in the area. Across the street is R-3 zoning which allows an even higher density zoning than what they were proposing. Currently they have a field in this location, which is not a good use of land for the landowner. He felt this was not a great change to the neighborhood in terms of zoning. The change in zoning had been approved by the City's Planning staff and concurred with sound planning strategy for the City. Issues of traffic, drainage, and screenage would all be dealt with further in the development process. He stated that the issues of drainage and run-off would be handled by the engineers. As for speeding traffic, he said that in his experience of the university, the students didn't tear out of class and speed through residential streets. He agreed a legitimate concern would be the increase in the amount of traffic this apartment complex would cause, but

he didn't think it was right to not do anything in this area that might increase traffic. As for putting duplexes in instead of apartments, he stated it would be the difference between 135 units (for duplexes) and 140 units (for apartments), a less than 5% increase in density. He thought the neighbors would be pleased with the development being proposed. If the property were rezoned, the property owners were not legally bound by the 140 units he was talking about. This project would not materially harm others. The planning professionals felt the zoning was proper and fit in with the surrounding property. Access, drainage and other issues would be addressed during the large-scale development process.

Alderman Santos asked if the developer intended to provide a bill of assurance.

Mr. Krug replied that the developers would provide a bill of assurance stating that the development would be between 12 and 15 units per acre rather than 20 and 24.

Mr. Nelson, Realty Resources, stated he was the developer hoping to purchase and rezone the property. He said on other projects they had been involved in, they were not able to get in more than twelve units per acre. He said they did a large amenity package and allowed for a lot of green space. He said they were not trying to place too many units on one space. He felt that would be unattractive and it was not what the students wanted. They were trying to take the institutional feel out of the housing. This would be a more upscale student housing project, with a lot of open space and a recreational facility.

Alderman Austin noted this property had been part of the solution to the flooding problem in the area. He asked if the client would issue a bill of assurance stating that everything possible would be done to manage the water on the property and to take care of the water that the neighbors said had been coming onto the property.

Mr. Krug stated they would have to do that in any case.

Alderman Young clarified that the City had a drainage ordinance which the developer had to comply with.

Mr. Maynard stated he had been told very little and was allowed to ask very little. He felt the neighbors had a right to know what was going in back there. He said he respects property rights, but use of property does affect other property in the area. The owner has the right to sell his property as long as it does not affect the rights of others. He thought the owner would be able to sell his property under the current zoning, except that he was asking more than the market would allow. Mr. Maynard was concerned about the flooding. He also expressed concern about the increase in traffic this development would cause.

Mr. Krug stated the University was trying to recruit an additional one thousand students a year for the next five years. These students will need to live somewhere and it would be nice to live close to the university. Zoning is a function of government restriction on the property and is a way to keep like uses of property together.

Alderman Daniel noted there was a proposal to build several new dorms on campus and they were wanting to increase student enrollment.

Alderman Santos added that the Chancellor's goal is to increase enrollment at the U of A by 50% by the year 2010. He wants to increase the percentage of students living on-campus from about 27% to approximately 40% in the future. That would still create an off-campus demand for several thousand off-campus units.

Alderman Davis added that although the University is hoping for that increase, reality is a different matter. His concern was that the Cliffs Apartments had an additional 200 units in the process of being constructed. Another 225 units have just been approved close to the University Farms. All these units will be coming on line by next fall. The newspapers currently list a lot of apartment vacancies in Fayetteville. He is not sure that it can be proven at this time that there is a need for more apartments.

Mayor Hanna stated that he was not sure it is the council's charge to debate the need. He thought they were to listen to both sides and make the best judgment they could.

Alderman Russell questioned what the traffic increase would be.

Mr. Conklin stated they had done a trip generation calculation using the Institute of Transportation Engineers. With 140 dwelling units, in a twenty-four hour, two-way volume, 928 trips could be expected. That was 928 trips going two-ways.

Mr. Krug stated most of the traffic would not be twenty-four hours a day. He thought traffic would be running approximately 80 vehicles an hour over the two or three exits. If it were compared with any other reasonable intersection, it would not be a large increase in traffic.

Ms. Doege stated she used to be a student. She said there was no way that she would only make two trips a day. She was constantly making trips. She thought the estimate was too low for a student and needed to be increased two to three times.

Alderman Russell asked if the equation to determine traffic estimate was uniform for all types of dwelling units or if they had factored in the type of development and what type of people would be living there.

Mr. Conklin replied that there were different factors they could put into the program, although there is not a factor specifically for students. All apartments are factored the same.

Alderman Austin questioned the different types of streets in the city.

Mr. Conklin explained the city has a master street plan that classifies streets by how they function and the traffic they serve. There is a local residential street that handles the traffic out of a subdivision. A collector street is a two-lane street, 36' wide which handles 4,000-6,000 vehicles per day. The next larger street is a minor arterial street. It is a four-lane street that is 54' wide. It handles anywhere from 12,800 to 14,500 vehicles per day. Deane Street is classified as a minor arterial. It is currently built as two-lane. There is also a principle arterial, which is a four-lane street with a median boulevard in the middle. These streets are the city's major streets, such as College Avenue. Sang is classified as a local street which is for 3,000 to 4,000 vehicles per day.

Alderman Russell asked to see a show of hands from the audience of people at the meeting for this particular issue. Most of the audience raised their hands.

Alderman Young stated he felt there were reasons to vote for the rezoning and there were reasons to vote against it. It is not going to be an easy decision.

Mayor Hanna thanked the people for coming.

ITEM WAS LEFT ON THE SECOND READING.

NEW BUSINESS

PASSENGER BUS

An ordinance approving a Bid Waiver to purchase one used Diesel-Powered Forward Control Passenger Bus. This will allow the Mayor and City Clerk to approve for purchase the unit recommended by the Fleet Operations Division, the Youth Center Director, and the Equipment Committee. This unit will be primarily utilized by the Fayetteville Youth Center.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

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

Alderman Daniel asked if the equipment had been located yet.

Mayor Hanna replied it has not yet been located. They were giving the fleet manager the latitude to go out and look for it. If the fleet manager finds one that meets the guidelines the equipment committee has approved, this ordinance would give the authority to purchase it.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4193 AS RECORDED IN THE CITY CLERK'S OFFICE.

SCIACCA POSSESSION

An ordinance authorizing the City Attorney to seek court-ordered possession of certain lands (0.22 acre) and easement from property owned by Jerry L. Sciacca in association with the extension of 6th Street to Huntsville Road. Compensation of \$46,565.00 for the acquisition has been agreed upon and approved by City Council with Resolution 85-99. It is the intent of the City to let the courts settle a dispute on the distribution of funds between the property owner and certain lien holder(s).

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 the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Russell moved to suspend the rules and move to the third and final reading. Alderman Daniel 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 ordinance passed unanimously.

ORDINANCE 4194 AS RECORDED IN THE CITY CLERK'S OFFICE.

CAPITAL IMPROVEMENTS

A resolution approving the 2000-2004 Capital Improvements Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget.

Mr. Steve Davis, Budget Coordinator, and Kevin Springer, Budget and Research, presented a brief summary of the capital improvement projects that began in 1988. Approximately 90% of the projects that were in the program were reviewed and recommended by the City Council's Street and Water & Sewer Committees or by the Parks and Recreation and Airport Advisory Boards.

Alderman Austin asked if the City had considered any water storage planning, such as a low profile, ground level placement as an alternative to towers.

Mr. Don Bunn, Assistant Public Works Director, said that it would depend on the area to be served and the elevation. Mt. Sequoyah's tanks were on the ground, but were in effect elevated tanks because they supplied pressure to most of the city. They put tanks on the ground at Kesler Mountain, which is southwest of town. It generally is necessary to have a certain water elevation to supply pressure. If the ground elevation is not sufficient, it would be necessary to elevate it. Staff would prefer to put tanks on the ground because they were cheaper to build.

Alderman Austin asked that they consider ground tanks out at Hyland Park rather than the elevated tank.

Alderman Austin moved to approve the resolution. Alderman Reynolds seconded the motion.

Alderman Russell stated he was not going to vote for this tonight.

Alderman Young questioned streets. He said there was a street (Cleveland) that had been funded last year but now has been moved back two or three years.

Mr. Venable replied that last year the street was funded until they had to change some of the items for Gregg Avenue. At that time, it was taken off the CIP. They have now put it back in. They had hoped to get it back in the 2000 CIP, but they had not been able to fund it. This was only the portion between Leverett and Cleveland. It did not include the connection to Prospect.

Alderman Young asked where some of these projects were coming from. He had always envisioned that all the projects were moving up every year. All of a sudden some projects appeared from nowhere compared to what was in there last year. He questioned if they kept moving the projects up. He questioned the selection process.

Mr. Venable explained most of the projects were on the CIP. One of the projects that they had move up was Kings Drive which they did not have on it. It had been planned for 2001. Maple Street had been programmed, but they did not have it shown as a project. He did not know of many changes in it.

Alderman Russell asked him to explain the Steele Property. He had noticed that in the list of projects the \$300,000 they were spending this year had been moved from 2003. Had this been done last year or was that this year.

Mr. Venable answered about what they had done. There had been plans to construct two-lanes along Steele Street. They had approved going ahead and building the entire four-lanes at this time. The money would be used for the base and surfacing and the curb and gutter. When the project came forward, they had determined to go on. When they first started talking about this it last year. They were thinking of only building two lanes. When they got into it they found it was cheaper to do it this way. So they were going to go ahead and construct all four lanes.

Alderman Russell asked Mr. Venable to explain the re-budget of the 6th Street Improvement from 1999.

Mr. Venable explained they had a lot of projects this year that they did get the contract and some changes. There was about eight million dollars in projects that they let this year. They had been back-logged from other years. Some of these had overrun and had resulted in making some adjustments. They did not believe that they would get 6th Street in this year because they did not have all the right-of-way acquired yet. They had taken some of the money from the 6th Street Project to fund the other projects. Now they were putting this money back in so they could fund 6th Street this year. Sixth Street had been on the CIP plan for several years and had been rolling over.

Alderman Santos asked if they could move the Cleveland Street improvement up so they could coincide with the Highway Department Garland Project.

Mr. Davis responded that from a cash flow standpoint they had maxed out the sales tax capital money for the year 2000.

Alderman Santos asked if there were other projects they could delay to have those happen at the same time.

Mr. Davis replied that was what this Council needed to decide if there were projects that they thought were less critical than doing Cleveland.

Alderman Russell gave the background on Cleveland Street. It was basically the only street in his ward that he received phone calls about. The reason was that it was a matter of priorities. There were no sidewalks going down the hill from the school to Leverett Street. It was a narrow street. The plan was to widen the street to 28' and build a sidewalk on one side. Currently parents were complaining because the kids had no place to go but the street.

Mayor Hanna stated the City had the money and they were ready to move on with the street, but the residents did not want the street. The Street Committee decided since it was not going to be a through connection that it was not as important as some of the other streets.

Mr. Davis added the project number was a 1996 project number.

Mayor Hanna stated they had started talking about this in 1993 and it was just now getting up there. It was all tied into the City's pay-as-you-go plan. If they had kept the bond issue that the Supreme Court had overturned the sales tax, they would have had both of these streets done. But they would also be in debt 33 million dollars. He thought they had worked this out well, except for the few projects that had been delayed.

Alderman Daniel noted the bad situation around Leverett School. She asked if they would be working with the State when they started widening the street to improve the safety and the parking.

Mr. Venable did not know what the State and the school had worked out.

Alderman Young stated he had heard they were going to move the drop-off back.

Mr. Venable stated they were supposed to have a public hearing soon. The City would not have much input into the situation because it was between the State and the school. This project would extend Cleveland Street back to Hall Street. He said that the City was working on the utilities there.

ITEM WAS TABLED.

FIREWORKS AMENDMENT

An ordinance amending Ordinance 3706, Chapter 94, Fire Prevention, Section 94.04, Sale and Use of Fireworks, Subsection (B) of the Fayetteville Code of Ordinances, to regulate the use of fireworks. The

amendment would change Subsection (B) to read: "It shall be unlawful for any person to use fireworks within the City at any time except on the dates of July 3 and 4 *and on December 31 and January 1*" (inserted text in italics) to allow for such use by First Night Fayetteville.

Mr. Rose read the ordinance for the first time.

Alderman Trumbo made a motion to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call, the motion carried unanimously, 8-0-0.

Mr. Rose read the ordinance for the second time.

Alderman Davis made a motion to suspend the rules and go to the third and final reading. Alderman Santos seconded the motion. Upon roll call, the motion carried unanimously, 8-0-0.

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

Mayor Hanna asked for comments from the Council and the audience.

Alderman Reynolds asked if this ordinance was in agreement with the City Fire Chief.

Alderman Trumbo stated that it didn't seem like it.

Mayor Hanna answered that the Fire Chief did not approve of fireworks under any circumstance.

Alderman Daniel stated that this ordinance came about because the First Night Committee wanted to do a special display of fireworks for the children on New Year's Eve at 6:00 p.m. The fireworks that would be used were quiet, "cool" displays consisting mostly of confetti and sparklers. Hog City Diner had agreed to let First Night use the roof of their building for the display.

Chief Mickey Jackson stated that whoever makes the agreements with companies to come to town to put on these displays needed to have a thorough understanding of who was responsible for damage incurred by these fireworks.

Upon roll call, the ordinance passed unanimously, 8-0-0.

ORDINANCE 4195 AS RECORDED IN THE CITY CLERK'S OFFICE.

SILVERTHORN WAIVER

A resolution approving a Waiver of Ordinance 3793 to accept money in lieu as the park land requirement for the Silverthorn Subdivision.

Alderman Austin made a motion to approve the resolution. Alderman Trumbo seconded the resolution.

Alderman Russell stated that he would like to hear from Brenda Thiel.

Brenda Thiel, Parks Board, mentioned that she had gone on the City Council tour of this subdivision. This location is 25,000 feet to the west and 1000 feet to the south; therefore there was not much potential expansion to the south or the west. She felt there would be plenty of subdivisions and other locations for parks in the area in the future. The land dedication for this development would be 1.48 acres which is not very large for a park. Of the two parcels offered for dedication, one would have required a right-of-way through the park to get to it, and the other was in a flood plain. The Parks Board decided that they would be better off with the \$22,125 in lieu of the land dedication.

Alderman Trumbo asked if they could use this money at Greathouse Park for further improvements.

Alderman Reynolds asked what he wanted to buy, a chainsaw?

Alderman Daniel stated that she thought it was about time for the Council to agree with the Parks Board.

Upon roll call, the resolution was approved unanimously, 8-0-0.

RESOLUTION 135-99 AS RECORDED IN THE CITY CLERK'S OFFICE.

RZ 99-29 PC APPEAL

An ordinance to approve rezoning request RZ99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential to allow the development of an upper-scale 6-unit residential Planned Unit Development.

Mr. Rose read the ordinance for the first time.

Alderman Young stated the company he worked for was associated with the project so he would not be participating in the discussion and would be abstaining from the vote.

Alderman Santos asked for the item to be left on the first reading tonight.

Mr. Wes Burgess of Crafton, Tull and Associates, stated they were asking the Council to approve the rezoning for the following reasons. First, it was supported by the Planning staff and the majority of the Planning Commission. Unfortunately, they were not all there that night so the rezoning could not be approved. The second reason was the surrounding use. He presented a map illustrating the zoning in the area. The zoning was mixed in the area. He thought rezoning to R-1.5 would be a good idea because it would provide something of a buffer from the commercial area to the residential area to the west. The third reason was the fact that it was an in-fill project which was usually encouraged by the City. It was a very low density residential. The alternative would be to move the development to the edge of town where it would tax the infrastructure of the City. The fourth reason was that there had been some concern about what the increase of traffic do to this development. Currently under R-1, four units could be constructed here. They were only asking for two additional units. The property emptied onto Sycamore,

which was a collector street. It was not going to affect the traffic on the residential streets in the area. They felt that if there was going to be any increase in traffic, Sycamore was a good place for the additional traffic. The final reason they were asking for the rezoning was the intended use of the project. The proposed use of the development was the construction of two triplexes. A bill of assurance had been offered for a total of six individual units. This was not an apartment complex nor were apartment complexes even allowed in R-1.5 zoning districts. These homes would be plated as individual properties with zero lot lines and sold as individual units. The developer, himself, would occupy one of the units. The area of each home would be approximately 2800 square feet and each unit will have a two car garage. The proposed residents of the development would be homeowners and therefore would have a stake in the neighborhood. He felt this would be a strong addition to the area.

Alderman Austin stated he remembered the area being an early morning and late afternoon smoking and escape area for the students of Woodland.

Mr. Carl Thiel, an area resident, stated he owned the property that was immediately east of the this property. There were at this time three single family residences on the property they owned. He stated he was in favor the rezoning. He felt the project that was proposed would be an excellent addition to the neighborhood there.

Ms. Louann Richards stated she did not live in the area, but she had seen in the paper that they had turned down the request for the rezoning. She and her husband had been looking around for condominiums or something suitable for them to move into because they were senior citizens. There was not much in this area. She believed there was a great need for this type of development. Fayetteville was going and they were progressive. She believed condominiums would sell. She was interested in buying one of these units and asked the Council to support the rezoning.

Alderman Daniel asked Ms. Richards if there was a shortage of condos in the area.

Ms. Richards replied there was a difference between condominiums and townhouses. With condominiums you only owned the interior of the structure. They did not have to worry about the exterior of the building. With townhouses you were responsible for all of the maintenance of the building including the exterior. There was a difference between townhouses and condominiums which affected their expenses.

Mr. Nate Allen, 1917 Woodland Avenue, expressed concern about the rezoning. He asked what guaranteed that the condos would not be turned into apartments. He expressed concern about the increase of traffic. He thought the neighborhood was very diverse as it was.

Mr. Franis Ferguson, developer, stated there were single family houses, sold separately. They would sell them as individual units. They currently had three potential customers, besides himself. He had lived in the same type of unit in another city and it was great. The association took care of all the maintenance and all the common areas. The units themselves were very nice. Most of the people buying the units were over 50 because they did not want the responsibility for the maintenance. He presented some photos of similar developments.

Mr. Timothy Sweetholt stated he was new to the neighborhood. They had purchased their house because of the neighborhood, which was zoned R-1. Most of the neighbors did not want the property rezoned. He questioned the cost to the neighborhood. He thought the cost of the units were too high. He thought there would be quick turnover. He expressed concern about the access to the property.

Ms. Loreen LaTune, an area resident, stated she had lived in the neighborhood for 35 years. She questioned if the lay of the land was too steep for retired people. She asked how they could build six units without removing a lot of mature trees. She expressed concern about the drainage problems in the area. She stated she enjoyed the children from the Richardson Center. She felt it was very safe for those children.

Mr. Steve Parker, an area resident, expressed concern about the development changing into rental property. It had been his experience that seniors did not like to buy multi-story townhouses. The other likely use was that a parent would buy it for their son or daughter to go to school. He did not care for living near college students. He asked the Council to vote down the rezoning.

Alderman Austin asked what the outlook was for the next five years for Sycamore Street.

Mr. Venable replied the only thing they were working on was the west side of Sycamore between Garland and Leverett. They had the intersection there under contract now. They did not have anything else scheduled for the next five years.

Alderman Santos asked if these were stand-alone units and would they be attached at all.

Mr. Conklin replied they were two three-unit buildings. The density under the current zoning was limited to four units per acre or two duplexes.

Mr. Ferguson explained that the main part of the house -- like the garage, kitchen, living room and bedroom -- were on the same level. If you were elderly you could just live on the first level because all the services were there.

ITEM WAS LEFT ON THE FIRST READING.

I-540 SCENIC BYWAY

A resolution supporting the designation of I-540 from Fayetteville to Alma as an Arkansas Scenic Byway.

Alderman Reynolds made a motion to approve the resolution. Alderman Russell seconded the motion. Upon roll call, the resolution was approved unanimously, 8-0-0.

RESOLUTION 136-99 AS RECORDED IN THE CITY CLERK'S OFFICE.

Meeting adjourned at approximately 9:30 p.m.

We, the undersigned, request the City Council deny the proposal to re-zone the property on Summerville.

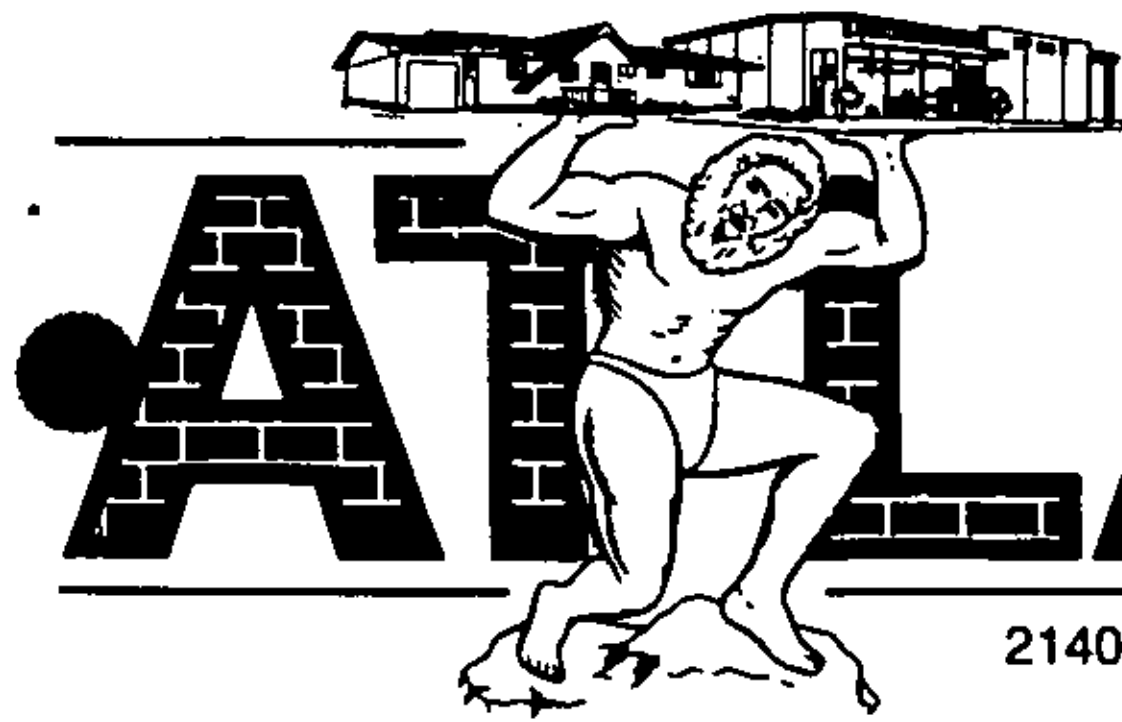
- 1 Nancy Geller 1917 Woodland AV
- 2 Kate Allen 1917 Woodland Ave
- 3 Alice G. Dick 24 W. Poplar
- 4 Melba Nash 100 W Poplar
- 5 Mary Jane Haven 109 W. Poplar
- 6 Tom Ramsey 140 W. Poplar
- 7 ~~Michael~~ 140 W. Poplar
- 8 Michael Cray 1933 Yates Ave.
- 9 Mike Smith 1915 YATES
- 10 Mrs. Maxine Taylor 1903 Yates
- 11 Rachel Skonec 133 Miller St.
- 12 Elizabeth J. Craig 1933 Yates Ave.
- 13 Della Cole 119 Miller St Fayetteville
- 14 William Cole - 119 Miller
- 15 Jim Salassi 108 Miller
- 16 Doug Thompson 1924 Green Valley Fayetteville
- 17 Satter 1913 Green Valley Fay.
- 18 Wick Lutter 1913 GREENVALLEY FAYETTEVILLE
- 19 Barbara Nancy 1925 Greenvalley, Fay.
- 20 ~~Jeff~~ 1928 Greenvalley Fay
- 21 Jeff Stone 35 W. Poplar Fayetteville
- 22 Sarah Stone 35 W. Poplar Fayetteville
- 23 Ellen Jones 16 W. Poplar, Fayetteville, AR
- 24 Kerry Jones 16 W. Poplar, Fayetteville, AR
- 25 Sondra Nelson 1949 Yates Ave. Fayetteville AR 72703
- 26 ~~Carol Nelson~~ 1949 Yates Ave. Fayetteville, AR 72703
- 27 Jill Smyd 1927 Woodland Ave. Fayetteville, AR 72703
- 28 Linda Baker 20 E Poplar Fayetteville AR 72703
- 29 Rita Gendall 85 Poplar Fayetteville AR 72703
- 30 Gary L. Jones 1927 Woodland Fayetteville AR 72703

- (32) Jim H. Hulp 1847 Woodland Ave
 (33) Jack & Jennie 1833 Woodland Ave
 (34) Ann Lee 1817 Woodland Ave
 (35) Anne Lee 1817 Woodland Ave
 (36) Helen W. Frost 1729 Green Valley Ave.
 (37) Fred D. Bore 1780 Green Valley
 (38) Tim Kizer 1812 Green Valley
 (39) Sandy Kizer 1812 Green Valley
 (40) Charles L. Kuto 1824 Green Valley Ave
 (41) Jackie Teeter 1824 Green Valley Ave
 (42) Wayne Bunt 1910 Green Valley
 (43) Courtney Dawson 1901 Woodland
 (44) Willie and Jennie (Blade)
 (45) Carl Mitchell 11 W. Ash
 (46) Pat Mitchell 11 W. Ash
 (47) Paul Bell 1716 Woodland Ave
 (48) John 1855 Green Valley Poplar
 (49) Lauby Congour 48 W. Poplar
 (50) David Nelson 16 W. Poplar
 (51) Amanda Knöler 1791 Woodland Ave
 (52) Steve Parker 112 W. Sycamore
 (53) Kathleen Parker 112 W. Sycamore
 (54) Doyle Shetton 1901 Woodland
 (55) Thorne Depenne 1833 Woodland

DATE: OCTOBER 21, 1999
TO: CITY COUNCIL MEMBERS
FROM: ATLAS CONSTRUCTION OF ARKANSAS LLC
RE: REZONING REQUEST 99-29, SYCAMORE STREET

Enclosed is the information that you have requested.

- The first floor is level with the garage floor (no steps).
- The lower level is a walk-out to the rear with a lot of glass and can be finished per the individual owner's specifications.
- Each unit has app. 1400 sq. ft. on each floor, a double garage and at least 4 parking spaces for each unit.
- The exterior will be brick and rough cedar.
- The entire area will be fenced. Across the front (on Sycamore) will be brick posts and wrought iron fencing.
- Each unit will have separate utilities.
- At least 2 baths in each unit, finished, with optional third bath on lower level.
- Total of 6 living units.
- Each unit to be sold individually.



**CONSTRUCTION
OF ARKANSAS LLC**
General Contractors

2140 N. College Ave. • Suite 1 • Fayetteville, AR 72703 • Phone (501) 444-7555

We conducted a traffic observation on October 21, 1999 between 3:05 and 3:45 p.m., which is the peak traffic for this area. We observed 75 vehicles and 6 School buses going east, 90 vehicles and 4 School buses going west, 65 vehicles had children in them. During this time the maximum number of vehicles waiting for the light on Sycamore to enter onto North College was five, one of those vehicles was a Bus.

Stephen L. Davis
756 N. Washington
Fayetteville, AR 72701
501-444-9500

October 19, 1999

Dear City Council Members:

I have been the owner of the lot at 34 E. Sycamore since 1987. For twelve years it has been my hope to develop this wooded acre of land in a similar way to what Mr. Ferguson is requesting. Knowing what I know about the character and location of the involved property and the nearby residences, I frankly am surprised that there would be any serious opposition to this plan. It seems to me that this development plan is extremely well suited for its location and responsibly addresses the primary concerns that I have always had in trying to come up with a development plan of my own.

- The one-acre lot will retain almost all of its many trees, including several large very old oaks.
- The units will be owner-occupied and the grounds will be regularly maintained and controlled by a property owners association.
- The grounds will be fenced on three sides to provide privacy, property integrity, and safety for those inside and outside of the six-condo development.
- Because the building arrangement is compact and efficient, more trees and ground is left as open space.

- The traffic effect on the nearby neighborhood is minimized by having only one means of entry and exit on Sycamore, which is already a primary thoroughfare.
- By designing for and marketing to older homeowners, the number of autos, number of occupants, the level of activity and noise is reduced.
- The cost of the units, \$140,000-\$170,000 dictates that good financially able neighbors will be added to the condo property and to the nearby existing neighborhood.
- The fact that homes will be purchased will cut down on turnover, transience, and problems associated with apartment complexes.

Two final points:

This upscale development will be a great opportunity for six mature families. They will have the opportunity to live in a wooded centrally located well-maintained environment directly across the street from a city park, a medical facility, within walking distance to restaurants and shopping. And close to nice neighbors and a nice neighborhood when they take their walks.

It will also be an opportunity for the City, since six families can be located in a neighborhood where infrastructure is already in place and paid for by taxpayer dollars many years ago. And the community and schools can benefit from the taxes, which will be paid by the six new homeowners. This benefit can be achieved without adding more expense or additional streets to another part of the city.

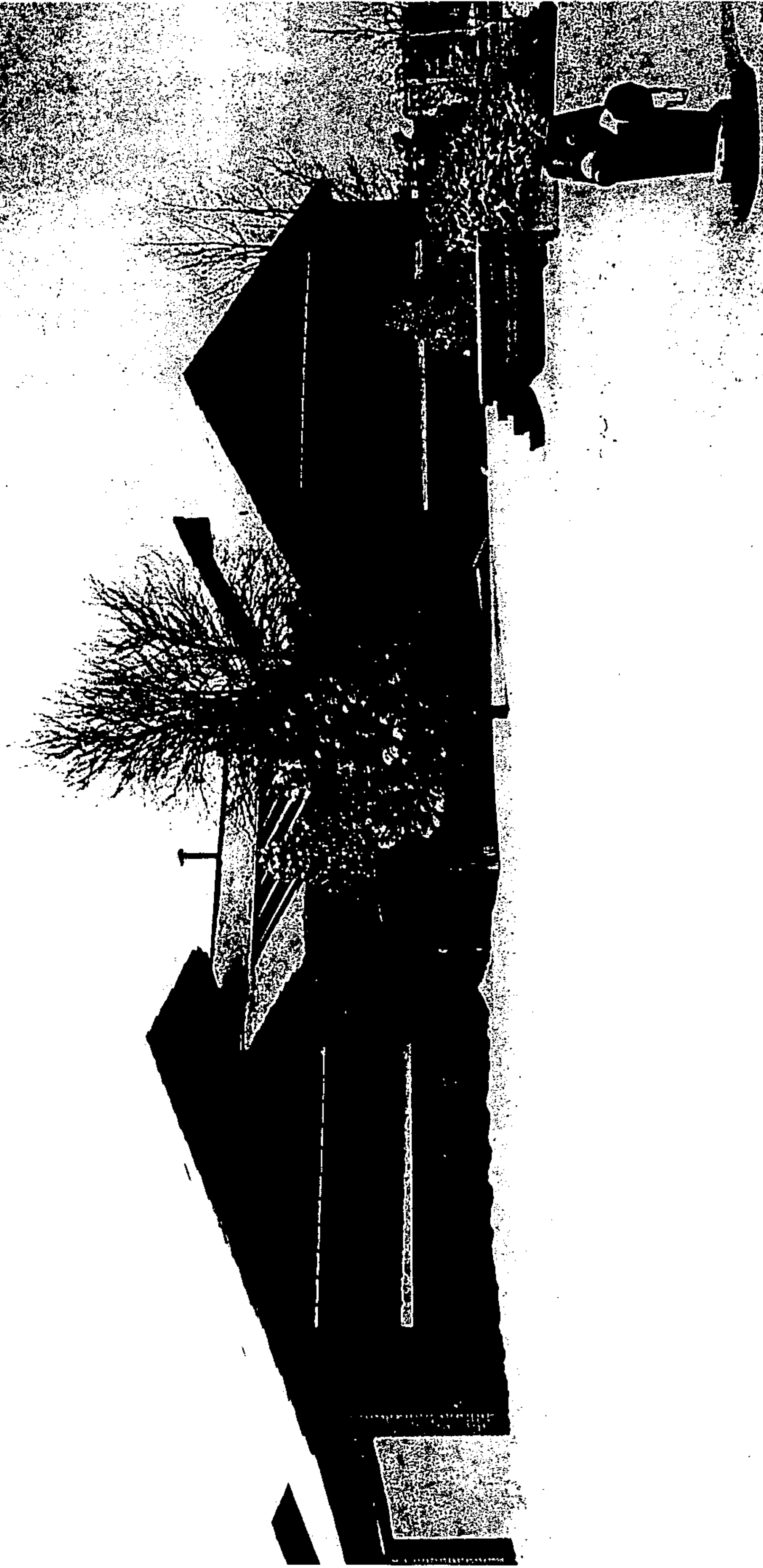
My last point is this: It is my opinion that neighborhood diversity should be encouraged. This project uses some new ideas in single-family home construction. By doing so, it logically and attractively bridges between a neighborhood of older, mostly modest, medium-priced homes and an adjacent R-O zoning, which then becomes commercial as we move closer to College Avenue. I feel that I have been a good steward in my 12 year

ownership of this property and that I am being a good and responsible citizen by endorsing this project for the future use of this beautiful acre of ground. I believe that the new owners will also be thoughtful and respectful in the way that they move forward toward completion of this beneficial project.

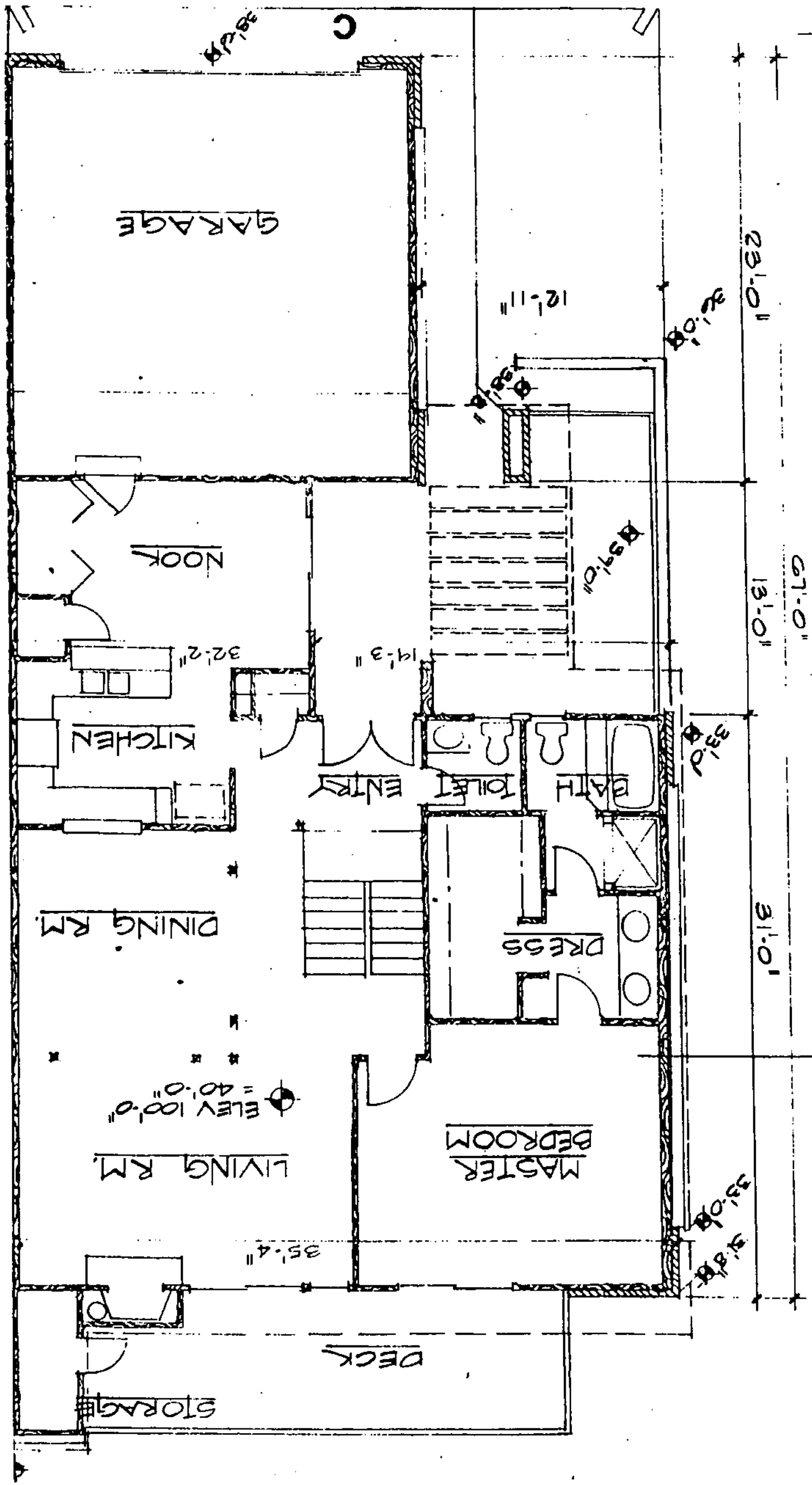
Sincerely,

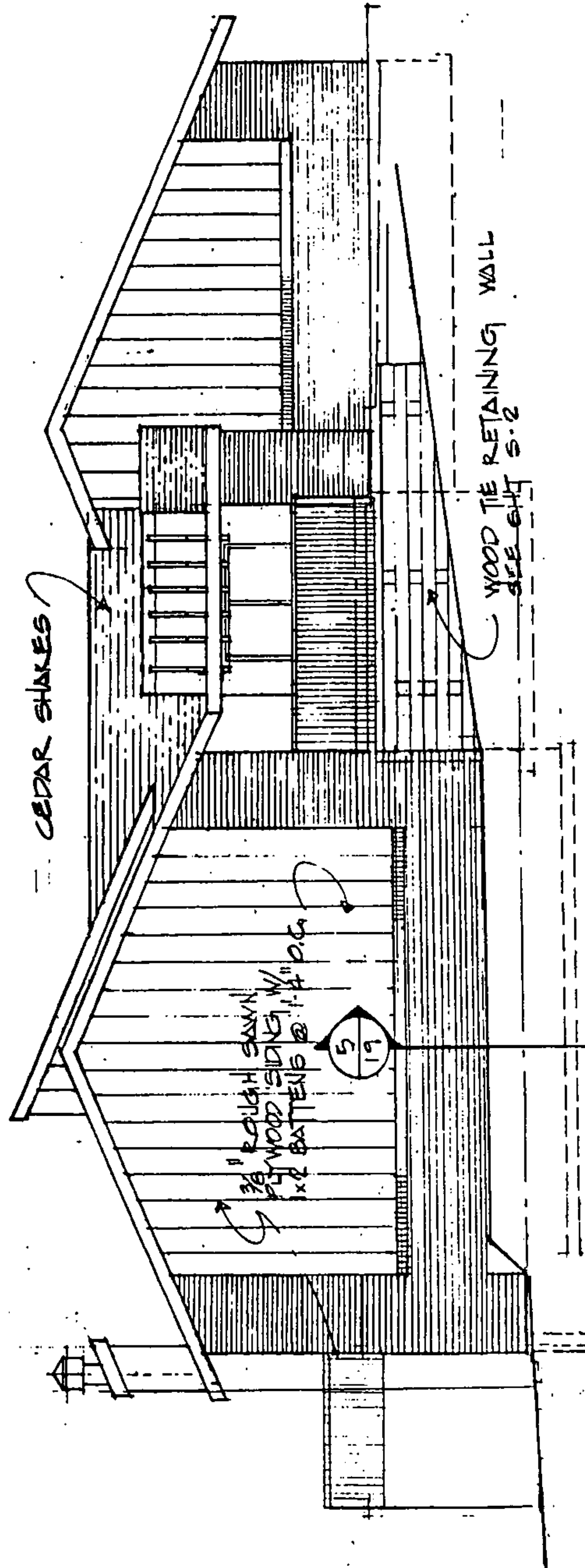
A handwritten signature in cursive script, appearing to read "Stephen L. Davis".

Stephen L. Davis



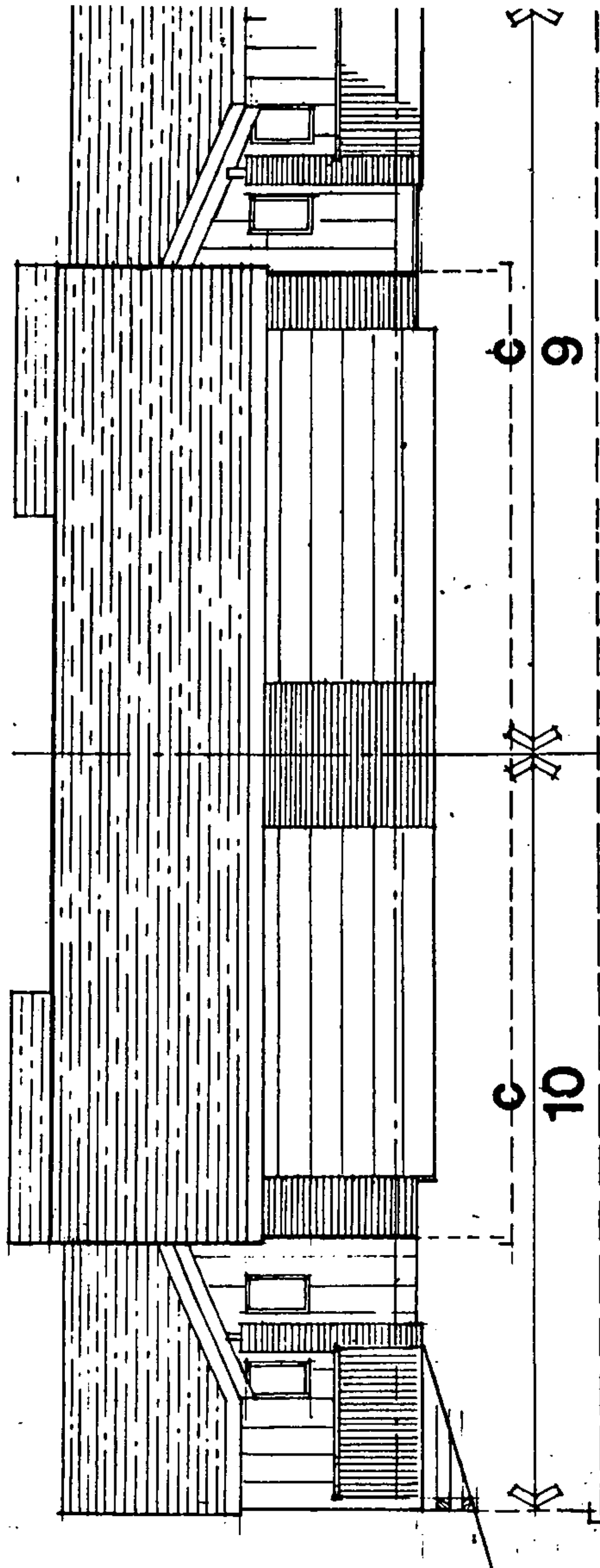
FIRST FLOOR





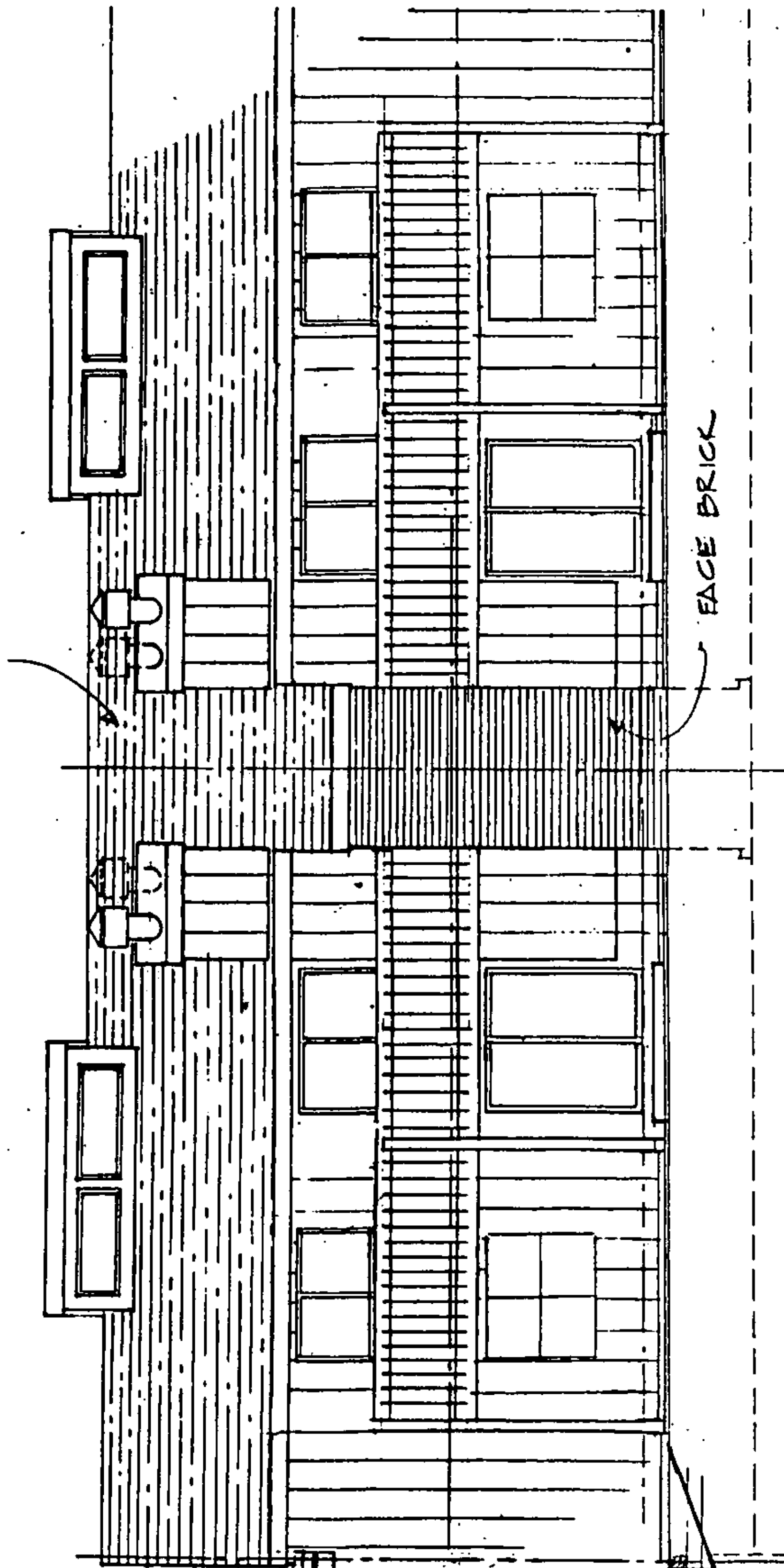
WEST ELEVATION
SCALE $\frac{1}{8}'' = 1'-0''$

SIDE



PARTIAL SOUTH ELEVATION
SCALE 1/8" = 1'-0"

FRONT



REAR

To Whom It May Concern:

Re: InfoNation Network

This is to announce that a non-profit entity, (InfoNation Network) has now been formed and desires the contract for Fayetteville's public access television service. As the current contract with Community Access Television comes up for automatic renewal in December, please take the time to consider the option of allowing a different entity to operate the service.

Aside from maintaining the current duties of public access (teaching workshops, playing, programming, etc.), InfoNation intends to focus heavily on fundraising and improving knowledge and usage of information technology. Ultimately, we desire to see the public access service as an effective, efficient, and largely self-supporting information tool for the community of Fayetteville.

Sincerely yours,

Joey Dutton
501-442-2727
jdutton@dicksonstreet.com

Grant Patterson
501-582-5716

This is to introduce to the City of Fayetteville our non-profit organization titled InfoNation Network. We desire to be the contractor of Fayetteville's public access television service and, along with maintaining the current duties of public access (teaching workshops, playing programming, etc), we intend to focus heavily on fundraising and improving our knowledge, usage, and accessibility of information technology. Ultimately we desire to see the public access service an effective, efficient, and largely self-supporting information tool for the community of Fayetteville.

Does it take \$63,000 to run public access?

No not at all. According to the 1998 CAT budget it takes only about \$15,000 per year for day-to-day operation (office supplies, insurance, etc) and even then about \$5,000 of that could be considered non-essential or even wasteful and cut out of the budget (trips to conventions, company meals, etc) bringing the total down to about \$10,000 per year expenditures. The big expense comes from wages and salaries which is allotted more than \$50,000 annually.

But the public access station could operate just fine with only two employees - one managing the day shift (at a salary of \$20,000), one covering the night shift (at a salary of \$14,000). And with one volunteer working Saturday night (as is now the case), then public access would remain fully operational. This would reduce the amount spent on wages down to approximately \$30,000 - \$35,000 annually. With careful, frugal spending the public access channel could operate successfully on a budget of \$45,000 or less. Extra funds and payroll would then come from an aggressive fundraising campaigns.

Item	Actual 1998 CAT Budget	Our Budget
Accounting	2,275.01	1800
Advertising	25.01	trade-outs only
Capital Expenditures	2361.22	1500
Computer	39.9	0
Conferences	1265.01	no taxpayer funded trips!
Copies	450.7	100
Dues & Subs	282.45	no memberships in lobbyist organizations
Equipment Maint.	264.93	264
Insurance	3382.78	3000
Meals	50.04	0
Misc	541.05	0
Newsletters	60.45	60.45
Office Supplies	1727.61	1000
Outreach Services	1069.16	0
Payroll	56441.22	34000
Postage	399.99	400
Prod. Supplies	167.1	300
Telephone	167.17	100
Videotapes	1202.88	1000

Total expenditures:	\$72,173	\$43,542
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Our Organization will accept an immediate cut of \$20,000 in funding.

Currently the city awards the CAT \$63,000 annually. We do not believe this much money is needed to operate public access, so we'll accept a cut of \$20,000 bringint the total down to \$43,000 annualy.

Policies and by-laws will not change at all.

There will be no interruption in services or hours of operation.

Experienced and knowledgeable management will step in to work immediately.

An aggressive fundraising campaign will start within the first month.

How Can Only Two People Run Public Access?

Simple.

- * First person (manager) works the first shift Monday - Friday 9 am to 4 pm
- * Second person works the second shift: Sun - Thur 4 pm to 11 pm
- * Volunteer covers Saturday: Sat. 6 - 11 pm

We'll add more staff in the future, but their wages will be paid out of funds we've raised NOT out of taxpayers pockets.

What are some of our Fundraising Plans?

Glad you asked! Here is a list of ideas I came up with in 1997-98 to implement for fundraising.

- **ON AIR TELETHON** - Hey, PBS does it! Why don't we? When this suggestion has come up in the past it was met with a negative reaction because the public tends to frown on telethons. But these fundraising attempts work! People do watch and contribute and even enjoy the programs that accompany the telethons such as Riverdance and John Bradshaw Homecoming Series. At one time, Fayetteville Open Channel raised about \$5,000 doing a weekend telethon. We should at least make an attempt. It would be easy and there is nothing to lose!
- **HALLOWEEN HAUNTED HOUSE** - Each year the Jaycees and other organizations raise a hefty chunk of money from setting up a temporary Haunted House. These are popular, fun, and safe for kids. It's a great outreach and promotional event for the organization, plus it can be a nice financial shot in the arm. For example, last year at the "Ghost Cave" in Gravette there were about 200 people in line waiting and each paying \$5.00 to enter. That's at least \$1,000 just for that portion of the night! Of course, they have the novelty of having a Cave to walk through, but still we can make do with what we've got and come up with some creepy, profitable fun.
- **RESTORE THE HIGH SCHOOL OUTREACH WORKSHOP** - This was a fantastic

outreach program into the local schools. It brought a lot of creative kids into the CAT, as well as an excellent and consistent source of funding. If I remember correctly, we were receiving more than \$1,000 per month for teaching that class. For a school year that would be around \$10,000 extra in the CAT's bank account.

- **ON AIR AUCTION** - I need only point to the Lion's Club Auction of the Air. Each Autumn they raise - if I remember correctly - somewhere in the neighbor of \$10,000 for the two nights of Auctioning. Why not have a similar CAT auction during the Spring? It would take some effort going out and getting items contributed from businesses, but it could certainly be done. Or, heck, we could do one weekly or even nightly like the TV Auction that is already running nightly in Springdale.
- **BETTER MARKETING OF THE WORKSHOPS** - Go no further than Wal-Mart to observe how simply marking items 2 for \$1.00 instead of .50 cents each will move more products off the shelf. I suggest the CAT sell its 3 basic workshops and Producer Fee in a package of \$100.00 rather than individually at \$25.00. Imagine if we could sell just 100.00 workshops packages, that's \$10,000! And probably more workshops would sell if we would heavily promote our services such as on TV or even handing out brochures at the Mall. Or even set up a stand outside of Wal-Mart to promote themselves and raise money.
- **INTERNET MARKETING** - I know this one works! I've made a healthy extra income from selling education videos on the internet. It's low maintenance and high profit. The CAT could (and did briefly at one time) do the exact same thing. Heck, we could even make and sell our own videos. And on top of that, why not make the public access web page more than just a boring business card, but instead into a fabulous resource of information that people will return to again and again.
- **TELEMARKETING** - Okay, it is unsavory, but it raises money like you wouldn't believe! Telemarketing is a hugely profitable business. There are at least 3 that I know of right here in Fayetteville. We could possibly do our own telemarketing, or better yet just hire a company to do it for us. We'd probably also need to develop a better cause other than 'just support public access'. Perhaps a program to provide media education to high school kids?
- **SELL OUR OWN PRODUCTS** - Why not make and sell our own videos? Educational videos are big sellers on the internet, so let's produce a few of our own and jump into that cash flow.
- **PROMOTE THE CAT ON TELEVISION BETTER!** - For heaven's sake, we have a channel to use so use it! Promote the heck out of the CAT and its benefits for people. In between every show there should be commercials running promoting the CAT workshops and services. Have you ever listened to Magic 107.9 and heard how many times each hour day they say their own name and promote their product? Follow their example and sell sell sell yourself!

Here are some other things we plan to tackle by the end of 2000:

- Improve the image of the public access in the eyes of City Council - I think it is critically important to work toward a better relationship with the City Council. Mainly, all they get out of our service is annoyed by complaints from the public and routinely pestered by the public access for more funding. We can change that by striving to become more politically accountable, customer service oriented, and more financially self-sufficient.
- Improve the accountability of the public access - It has come to the attention of the Cable Board and the City Council that very little accountability is held over the public access spending or management. I'd like to foster a greater openness with the City and remove the 'clubhouse' appearance (as one council member put it) in any way possible. How about we start by putting access board meetings on TV?
- Focus more energy on fundraising - Above all, start raising money! This is the ONLY thing that will persuade the City Council to keep at least some of the access funding active. Preaching the virtues of funding free speech or shaming them for trying to 'stifle the voice of the people' or any nonsense like that isn't going to cut it. All they care to hear about (and frankly I agree) is how much progress have we made in raising some of our own funds. This is the only thing that will save our jobs.
- Restore and Develop Outreach Programs - I'd like to stretch our influence back out into the community with a variety of Outreach plans. For starters, I'll attempt to reestablish the High School Media class. It was great source of funds for the CAT as well as great involvement in the community. Also, I'll attempt to restore our involvement with the Aladdin Project and seriously beef up our Internet presence.
- Cut out Waste -- Let's save some money right off the bat by reducing the manager's wage to \$18,000 (save \$5,000) discontinue the insurance if possible (\$4,000), and cancel that ridiculous subscription in the ACM and trips to conventions (\$2,000). Instantly you just saved \$11,000! If we want to reinstate these things later then okay, but for now they are not a necessity. Beside, why do we expect the Taxpayers to pay for all these things anyway? Bonuses and raises and such can come out of funds we raise ourselves. And don't you think it would be a greater motivation anyway to work hard if we know we (yes, even board members) could will earn a big fat bonus from our efforts? Sounds good to me!

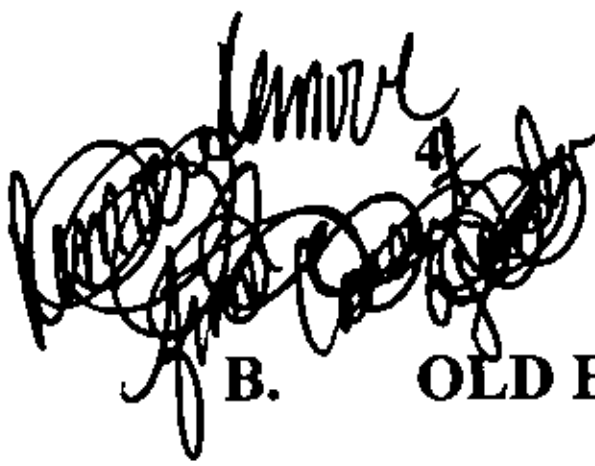
Joey Dutton
501-442-2727
jdutton@dicksonstreet.com

**DRAFT TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
NOVEMBER 2, 1999**

A meeting of the Fayetteville City Council will be held on November 2, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the October 19, 1999 City Council meeting.
2. **BID 99-76:** A resolution accepting Williams Ford Tractor as the lowest qualified bidder for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76. These unites will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.
3. **MAINTENANCE BUILDING:** A resolution approving a engineering services contract with McClelland Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building and budget adjustment in the amount of \$25,567.



4. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.

B. OLD BUSINESS

C. NEW BUSINESS

1. **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezoned the property to R-2, Medium Density Residential.
2. **BID WAIVER:** An ordinance approving a bid waiver to purchase H. D. cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System.
3. **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.

**AGENDA SESSION
OCTOBER 26, 1999**

FOR

**CITY COUNCIL MEETING
NOVEMBER 2, 1999**

NEW ITEMS

1. Hanna Moore Development
2. VA 99-14.00: Candlewood

AN ORDINANCE REZONING
THAT PROPERTY DESCRIBED
IN REZONING PETITION
RZ99-30 FOR A PARCEL
CONTAINING APPROXIMATE-
LY 2.36 ACRES LOCATED AT
1854 S. GARLAND AS RE-
QUESTED BY AUSTIN
SCHADER

BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY
OF FAYETTEVILLE, ARKAN-
SAS:

Section 1. That the zone classi-
fication of the following descri-
bed property is hereby changed
as follows:

RZ99-30 for the real property
described in Exhibit "A" attach-
ed hereto and made a part
hereof.

from I-1, Heave
Commercial/Light Industrial, to
R-2, Medium Density Residen-
tial.

Section 2. That the official zon-
ing map of the City of Fayette-
ville, Arkansas, is hereby
amended to reflect the zoning
change provided in Section 1
above.

PASSED AND APPROVED
this 2nd day of November,
1999.

APPROVED:

by: Fred Hanna, Mayor

TEST:

*Austin: Neaheer -
Please pass
Return to me by 5pm
today. Also, could you
pay over P.O.?*

*Mark
Hanna*



Clerk

EXHIBIT "A"

Part of the SE1/4 of the SW1/4 of Section 31, T17N, R29W in Washington County Arkansas and being described as follows: Commencing at the SE corner of the SE 1/4 of said Section 31 thence West 1251.79 feet, thence North 26.64 feet to the P.O.B. thence N60°31'29" E 116.96 feet, thence N 38°44'54" E 357.92 feet, thence N26°46'55" E 117.16 feet, thence S38°44'54" E 357.92 feet, thence N26°46'55" E 117.16 feet, thence S 38°50'11" W 467.74 feet, thence S 30°31'29" W 119.12 feet, thence S 0504'28" W 19.85 feet, thence N 85°54'03" E 20.20 feet to the POB; containing 13,346.29 S.F.

AN ORDINANCE VACATING AND ABANDONING A 25 FOOT SEWER EASEMENT (VA99-14) LOCATED ON LOTS 40 AND 44 IN CANDLEWOOD DEVELOPMENT, SUBMITTED BY DAVE JORGENSEN AND ASSOCIATES ON BEHALF OF CANDLEWOOD DEVELOPMENT, LLC.

WHEREAS, the City Council has 14-54-104 to vacate public grounds or portions thereof as may not for the time being be required to corporate purposes; and

WHEREAS, the City Council has determined that the following described sewer easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described sewer easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deeds Records of the County.

ADOPTED AND APPROVED

this 2nd day of November,
1999.

APPROVED:

By: Fred Hanna, Mayor

ATTEST:

By Heather Woodruff, City
Clerk

EXHIBIT "A"

PART OF THE NORTH HALF
OF THE SOUTHWEST QUAR-
TER OF THE SOUTHWEST
QUARTER, OF SECTION 21,
TOWNSHIP 16 NORTH,
RANGE 30 WEST; BEGIN-
NING G AT SOUTHWEST
CORNER OF SAID TRACT;
THENCE NORTH 42 FEET
AND 8 INCHES; THENCE
NORTH OF EAST 704 FEET;
THENCE EAST OF SOUTH
152 FEET TO A POINT 704
FEET DUE EAST OF THE BE-
GINNING; THENCE WEST
704 FEET TO THE BEGIN-
NING.

AND

A part of the South Half (S1/2)
of the Southwest Quarter
SW1/4) of the Southwest
Quarter (SW1/4) of Section
Twenty-one (21) Township Six-
teen (16) North of Range Thirty
30) West, described as fol-
lows: Beginning at a point 50
feet South of the Northwest cor-
ner of said 20 acre tract, and
beginning thence South 50 feet;
thence East 150 feet; thence
North 50 feet; thence West 150
feet to the place of beginning.

AND

A part of the S1/2 of the SW1/4 of

the SW1/4 of Section (21), Township (16) North of Range (30) West, more particularly described as beginning at the Northwest corner of said 20 acre tract, and running thence south 50 feet; thence East 150 feet; thence north 50 feet; thence West 150 feet to the point of beginning.

AND

Part of the South Half (S1/2) of the Southwest Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-one (21) in Township Sixteen (16) North of Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning at a point which is 660 feet North and 150 feet East of the South West corner of said 20 acre tract, and running, thence South 100 feet; thence East 150 feet; thence North 100 feet; thence West 150 feet to the point of beginning.

AN ORDINANCE AMENDING SECTION 166.03 K., REQUIRED DEDICATION OF LAND FOR PUBLIC PARK SITES, OR A REASONABLE EQUIVALENT CONTRIBUTION IN LIEU OF DEDICATION OF LAND, SUBSECTION 1.g., OF THE CODE OF FAYETTEVILLE, TO INCREASE THE CONTRIBUTION FORMULA TO REFLECT AN INCREASE IN THE AVERAGE MARKET PRICE.

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

Section 1. That §166.03 K. Required Dedication of Land for public Park Sites, or a Reasonable Equivalent Contribution in Lieu of Dedication of Land, Subsection 1.g., of the Code of Fayetteville, shall be deleted and the following inserted in its stead:

§166.03 K. Required Dedication of Land for public Park Sites, or a reasonable Equivalent Contribution in Lieu of Dedication of Land.

1.g. A Contribution in lieu of and dedication shall be made according to the following formula: \$470 for each single family unit, \$375 for each multifamily unit, and \$280 for each mobile home unit permitted under the City's zoning regulations. The Parks Department shall review the contribution formula every two (2) years and make a recommendation to the City Council following each review.

PASSED AND APPROVED

this 2nd day of November,
1999.

APPROVED:

By: Fred Hanna, Mayor

ATTEST:

By Heather Woodruff, City
Clerk

CITY OF FAYETTEVILLE
Lake Sequoyah Boat Dock Operator Contract

OPERATING CONTRACT FOR LAKE SEQUOYAH BOAT DOCK

For the total amount of \$1,900 per month, Frank Thorpe (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2000 and ending on December 31, 2000. Either party may cancel this contract by giving the other party thirty days written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence boat dock operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.

CONTRACTED SERVICES AND REQUIREMENTS

1. Operate and manage the Lake Sequoyah Boat Dock. Shall be an independent contractor not an employee of the City. Must open and close the lake gates seven days a week at sunrise and sunset. The Lake Sequoyah Boat Dock is closed each year from December 24 through January 14. The operator is responsible for supervising the boat dock during this time.
2. Collect boat stall rentals, storage rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis.
3. Prepare reports and keep records as required by the Parks and Recreation Superintendent.
4. Enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinances Chapter 97, Section 97.070 and 97.999.
5. Provide proof of liability insurance with a minimum coverage of:
 \$300,000 for one person involved in death or injury.
 \$500,000 for two or more persons involved in death or injury.
6. Receive prior approval from the Parks and Recreation Superintendent, or his designee, for any special event conducted at Lake Sequoyah.
6. Mow the yard surrounding the boat dock office and dock area to maintain a manicured appearance.
7. Pick-up trash and clean the office and bathroom on a daily basis.
8. Conduct the following business at the Lake Sequoyah Boat Dock:
 - a. Sell concessions in compliance with all applicable State & Federal Laws,

Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.

- b. Sell fish bait.
 - c. Provide other services which the Parks and Recreation Superintendent determines will enhance the operation of Lake Sequoyah.
9. On call 24 hours a day.
10. The initial annual term of the Contract shall be January 1st through December 31st, 2000. Compensation for the first period will be \$ 1,900 per month. However, said Contract may automatically renew for five (5) consecutive one (1) year terms, with compensation being adjusted each renewal period by three percent (3%) of the contracted amount for the prior year. Such automatic renewal shall be subject to budget approval by the City Council.
11. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, in the year and day first above mentioned.

ATTEST:

(City Clerk)

(Witness)

CITY OF FAYETTEVILLE, ARKANSAS
(City)

By: _____

Mayor
(Title)

Frank Thorpe
(Contractor)

By: Frank Thorpe

Operator
(Title)

1385 Lake Sequoyah Dr.,

Fayetteville, AR 72701
(Address and Zip Code)

NOTE DATE CHANGE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL NOVEMBER 2, 1999

A meeting of the Fayetteville City Council will be held on November 2, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the October 19, 1999 City Council meeting.
2. **BID 99-76:** A resolution accepting Williams Ford Tractor as the lowest qualified bidder for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76. These units will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.
3. **MAINTENANCE BUILDING:** A resolution approving a engineering services contract with McClelland Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building and budget adjustment in the amount of \$25,567.
4. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.
5. **BLUE CROSS/ BLUE SHIELD:** A resolution renewing the Blue Cross Blue Shield contract for policy year 1/1/2000 through 12/31/2000 and increase employer contribution to cover escrow account differential.
6. **FIXED ASSETS POLICY CHANGE:** A resolution approving a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased under the \$5,000 amount are now considered minor equipment. Approval of a budget adjustment is required to recognize the budget impact for 1999.

B. OLD BUSINESS

5. **RZ 99-28.00:** An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 and 2201 W. Deane Street. The property is zoned R-1, Low Density Residential and contains approximately 11.64 acres. The request is to rezone the property to R-2, Medium Density Residential. This item was left on the second reading.
6. **CAPITAL IMPROVEMENTS:** A resolution approving the 200-2004 Capital Improvement Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget.
7. **RZ 99-29 PLANNING COMMISSION APPEAL:** An ordinance approving rezoning request RZ 99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential, to allow the development of an upper-scale 6 unit residential Planned Unit Development. The ordinance was left on the first reading.

C. NEW BUSINESS

1. **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.
2. **BID WAIVER:** An ordinance approving a bid waiver to purchase H. D. cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System.
3. **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.
4. **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.

RECEIVED

BID 99-76
A. 2. Page 1

STAFF REVIEW FORM

OCT 15 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of November 2, 1999

FROM:

W.A.Oestreich
Name

Fleet Operations
Division

Administrative Services
Department

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76, Item #1 with acceptance of the trade offer for Items #2, #3, #4, & #5. The vendor for this purchase will be Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #12860) These units will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.

COST TO CITY:

Cost: \$ 229,996.00 Trade Allowance: <\$107,000.00> Net Cost: \$ 122,996.00

\$ 122,996.00
Cost of this Request

\$ 175,000.00
Category/Project Budget

Exp./Repl. Backhoe/Loader
Category/Project Name

9700-1920-5802.00
Account Number

\$ --0--
Funds Used To Date

Vehicles & Equipment
Program Name

98061
Project Number

\$ 175,000.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

☒ Budgeted Item Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

10-15-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

10-15-99
Date

[Signature]
Internal Auditor

10-15-99
Date

[Signature]
Purchasing Officer

10-15-99
Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-76 with the Authorization to Purchase Item #1 and the acceptance of trade offers of Items #2, #3, #4, and #5.

[Signature]
Division Head

10.14.99
Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

[Signature]
Department Director
[Signature]
Administrative Services Director

Date
15 OCT 99
Date

Mayor

Date

STAFF REVIEW FORM

Description: Approval of Bid 99-76

Meeting Date: November 2, 1999

Comments:
Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

BID: 89-78
 DATE: 10/05/99
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: TRACTOR/BACKHOE/LOADER WITH SALE/TRADE

BID 99-76
 A. 2. Page 3

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
SCOTT CONST Case 580 Super L del-60 day	\$62,890.00 ea \$251,560.00 tot	\$14,500.00	\$14,500.00	\$18,150.00	\$18,150.00	\$250.00
E A MARTIN Catapillar 425C del-8/10 weeks	\$67,625.00 ea \$270,500.00 tot	\$17,500.00 trade only	\$17,500.00 trade only	\$19,500.00 trade only	\$19,500.00 trade only	NO BID
CAREY WILLIAMS	NO BID	NO BID	NO BID	NO BID	NO BID	\$40.00
WILLIAMS FORD New Holland 575E del-60 days	\$57,499.00 \$229,996.00	\$25,000.00	\$25,500.00	\$28,000.00	\$28,500.00	\$10.00
WARRIOR OF ARK John Deere 310 SE del 25/60 days	\$61,497.00 \$245,988.00	\$15,200.00	\$15,200.00	\$20,200.00	\$20,200.00	NO BID
TRAKSAN JCB 215E del 90 days	\$59,565.00 \$238,260.00	\$12,750.00 trade only	\$15,500.00 trade only	\$16,000.00 trade only	\$14,000.00 trade only	\$200.000 trade only
DIXIE SURPLUS	NO BID	\$13,668.00	\$13,668.00	\$16,378.00	\$16,768.00	NO BID

Certified by P Vice
 P Vice Purch Mgr

Witness R Williams Date 10/5/99

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: October 11, 1999

SUBJECT: BID AWARD RECOMMENDATION 99-76
Project #98061

Attached is the Agenda Request for the Award of Bid 99-76 to the lowest qualified bidder meeting specifications for the Diesel Powered Four Wheel Drive Tractor Backhoe Loaders scheduled for replacement equipment for utilization in the Water/Sewer Maintenance Division and the Street Maintenance Division. The Vendor for this purchase will be Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702, Vendor #12860. These are budgeted items for the calendar year 1999.

The Bid Tabulation Sheet dated October 4, 1999, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Water/Sewer Maintenance Division, Street Maintenance Division, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. Tractor/Backhoe/Loader

**

Williams Ford Tractor

1999 New Holland 575-E at \$57,499.00. This bid was

accepted due to the compliance with Specifications without variances and should provide units that will to be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS 4 COMPLETE UNITS:

ITEM 1.	Williams Ford Tractor	
	4 units at \$57,499.00	\$229,996.00

LESS TRADE ALLOWANCES AS FOLLOWS:

ITEM 2.	Unit 618-1992 Ford 555C--CREDIT	<\$25,000.00>
ITEM 3.	Unit 619-1992 Ford 555C--CREDIT	<\$25,500.00>
ITEM 4.	Unit 624-1993 Ford 575D--CREDIT	<\$28,000.00>
ITEM 5.	Unit 625-1993 Ford 575D--CREDIT	<\$28,500.00>

TOTAL CREDIT	<\$107,000.00>
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<u>TOTAL BID AWARD:</u>	<u>\$122,996.00</u>
--------------------------------	----------------------------

The budgeted amount for these items is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Tractor/Backhoe/Loader, 9700-1920-5802.00 Project 98061. With the purchase of these units at \$122,996.00 a balance of \$52,004.00 remains.

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

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 99-76 **DATE ISSUED: September 17, 1999**

DATE & TIME OF OPENING: October 5, 1999 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:	*TOTAL
1.	Heavy Duty Tractor-Back Hoe-Loader per Item #1 of Specifications Attached	4	\$ _____	\$ _____

***GUARANTEED DELIVERY SCHEDULE: _____**

ITEMS 2, 3, 4, 5 & 6 ARE OFFERED FOR EITHER SALE OR TRADE
***PRICE:**

2.	1992 Ford 555C Tractor- Back Hoe-Loader VIN: A416836 Unit # 618	\$ _____
3.	1992 Ford 555C Tractor- Back Hoe-Loader VIN: A416896 Unit # 619	\$ _____

4. 1993 Ford 575D Tractor-
Back Hoe-Loader
VIN: A422517
Unit # 624 \$ _____
5. 1993 Ford 575D Tractor-
Back Hoe-Loader
VIN: A422623
Unit # 625 \$ _____
6. 1986 Yamaha Riva
Scooter
VIN: JYA32Y005GA021383
Unit # 935 \$ _____

NOTE: ITEMS 2, 3, 4 & 5 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNITS LISTED IN ITEM #1.

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2, 3, 4 & 5**

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

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

BID 99-76
SPECIAL TERMS & CONDITIONS
ITEM #1

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

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid

Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

**ADDITIONAL TERMS AND CONDITIONS
SALE ITEMS ONLY
ITEMS # 2, 3, 4, 5 & 6**

1. All bids shall be submitted on forms provided by the City.
2. Bids received after the date and time set for receiving bids will not be considered.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.
5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. WEDNESDAY, SEPTEMBER 22, 1999 AND FRIDAY, SEPTEMBER 24, 1999 AND MONDAY, SEPTEMBER 27, 1999 THROUGH FRIDAY, OCTOBER 1, 1999.
7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

- A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.
- B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.

9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 99 - 76

**BASIC SPECIFICATIONS
TRACTOR-BACK HOE-LOADER**

General Specification Requirements are as follows for TRACTOR-BACK HOE-LOADER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

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

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

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

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS ; FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished.

Minimum Warranty period shall be no less than 1 year.

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

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

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

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

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

2. MATERIALS AND WORKMANSHIP

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

3. WARRANTY

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

4. PARTS AND SERVICE

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

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

A complete set of Parts and Service Manuals are to be provided for the unit.

ITEM 1. HEAVY DUTY FOUR WHEEL DRIVE TRACTOR-BACKHOE-LOADER

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

- CAB STYLE: Safety Style Cab with Tempered Safety glass, Tinted Above Belt Line, Front & Rear Wipers, Heater/Defroster/Air Conditioner, Pressurizer, ROPS with Sound Deadening Headliner and Vinyl Trim, Rubber Floor Mat, AM/FM Radio, Cushioned Air Suspended Swivel Style Seat with Belt, Tilt Steering Wheel, External Rear View Mirrors, Steering Lock.
- INSTRUMENTATION: Transmission Oil Temperature Warning Light, Alternator Warning Light, Engine Oil Pressure Warning Light, Fuel Gauge, Tachometer w/Hour Meter, Coolant Temperature Gauge.
- DIESEL ENGINE: MINIMUM ONLY: TURBOCHARGED 4 CYL. 304 C.I.D. NET 85 H.P. @ 2200 R.P.M., NET 264 lb-ft Torque @1200 R.P.M., Dry Type Air Cleaner with Restriction Indicator, Centrifugal Dust Bowl Precleaner, 110 Volt Block Style Engine Preheater, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, 18 qt. Oil Cap, Exhaust Rain Cap, Spark Arrestor Muffler.

*MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
C.I.D. DISPLACEMENT: _____
H.P. RATING: _____ @ _____ R.P.M.
TORQUE RATING: _____ @ _____ R.P.M.

- TRANSMISSION: Fully Synchronized 4 Speed Forward -4 Speed Reverse with Power Reversing, Torque Converter w/ 2.34:1 Stall Ratio, 19 qt. cap.
- REAR AXLE: 18.50:1 Total Ratio Double Reduction w/Inboard Final Drive, W/Hydraulic Differential Lock, 5'-8" Tread, 8" Wet Disc Brakes, 17 qt. cap.

FRONT AXLE: 12.3:1 Total Ratio Double Reduction w/Outboard Final Drive, 6'-2" Tread, 22 degree oscillation, 11" Ground Clearance, 8 qt. cap w/hubs, w/Fenders, Front Drive Line Guard.

ALTERNATOR: 70 AMP.

BATTERY: Dual 12 Volt-1,600 CCA

FUEL SYSTEM: 28 Gal. Cap

COOLING SYSTEM: 6.3 Gal. Cap. Radiator, Silicone Hoses.

STEERING: Hydrostatic Power w/priority valve supply from main hydraulic system, 2030 PSI., 3.0 Right & 3.1 Left Turns Lock to Lock.

TIRES: 14 X 17.5, 8 Ply Front w/2 Spare Wheels w/Tires Mounted - 16.9 x 28, 8 Ply Rear w/1 Spare Wheel w/Tire Mounted.

SAFETY EQUIPMENT: Back-Up Alarm, Front & Rear Work Lights, MINIMUM OF 2 Rotating Amber Safety Beacons visible 360 degrees, 2 Amber/2 Red Flashing Lights, Directional Lights, Tail Light, 2 Halogen Headlamps, Horn, Engine Compartment Covers, Seat Belts, Foot Throttle, Interior Sun Visor, Circuit Breakers.

HYDRAULICS: 38 G.P.M. Pump @2200 R.P.M., Tandem Gear Type w/replaceable filter located in a readily serviceable area, 2725 PSI Main Relief valve pressure, 2500 PSI Rear Valve Relief valve pressure.

LOADER: Clamshell Bucket Style w/Bolt On Blade, Double Acting Cylinders, 3.15" Bore, 1.57" Rod Dia, 27" Stroke/3.54" Bore, 2.48" Rod Dia., 30" Stroke, 13'10" Overall Operating Height, 23'-4" Overall Transport Length. 45 Degree Dump Angle, 9'1" Dump Height, 30" Reach, 34 Degree Rollback, 5'-0" Digging Depth.

BACKHOE: Extendible Dipper stick - 12'-6" Transport Height, 7'-5" Transport Stabilizer Spread, 12.1" Ground Clearance, 22'-11" Overall Backhoe Loader Transport Length, 7'-5" Overall Width, 17'-11" Digging Depth (15'-3" w/ 2' Flat Bottom (Retracted) - 18'9" (Extended) 12'-2" Loading Height (Retracted) 14'-1" (Extended), 5'-5" Loading Reach (Retracted) 8'-4" (Extended), 19'-0" Reach from Swing Pivot Retracted) 22'-1" (Extended), 3'-6.5" Swing Pivot to Rear Axle Center Line, 166/199

degree Bucket rotation, 180 degree Swing Arc, 7'-5"
Transport Stabilizer Spread, 10'-5" Operating
Stabilizer Spread, w/ 1-18" - 4 Tooth Bucket, 3-24" -
4 Tooth Mud Bucket, 3960 lb. Digging Force
Retracted @ 12' - 3490 lb. thru full arc, 2560 lb.
Extended @ 12' - 2480 thru full arc.

NOTICE TO BIDDER

BID NO. 99- 76

COMMODITY: TRACTOR/BACKHOE/LOADER WITH THE SALE OR TRADE OF USED EQUIPMENT

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., OCTOBER 5, 1999, for the furnishing of: COMMODITY:

TRACTOR/BACKHOE/LOADER WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

UNIT # 618 - 1992 FORD BACKHOE/LOADER - Model 555C
S/N: A416836

UNIT # 619 - 1992 FORD BACKHOE/LOADER - Model 555C
S/N: A416896

UNIT # 624 - 1993 FORD BACKHOE/LOADER - Model 575D
S/N: A422517

UNIT # 625 - 1993 FORD BACKHOE/LOADER - Model 575D
S/N: A422623

UNIT # 935 - 1986 YAMAHA RIVA SCOOTER -
VIN: JYA32Y005GA021383

Bid forms and specifications for the units being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the units being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

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

Peggy Vice, Purchasing Officer

PUBLISH 9/22/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.#_____

Purchase Requisition

(not a purchase order)

CITY OF FAYETTEVILLE										Requestion No.: 09/17/99	
Purchase Requisition										Expected Delivery Date: 09/22/99	
(not a purchase order)											
Vendor Name:		8830		NWA TIMES		Mail: Yes No XX					
Address:		P.O. BOX 1607		FAYETTEVILLE		FOB Point: Fayetteville, AR		Taxable: Yes No XX			
City:		AR		72702		Ship To Code: 50		Division Head Approval: <i>[Signature]</i>			
Requester:		Oestreich		241		Requester's Employee#:		Extension: 495			
Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #		
1	Advertisement for Bid 99-76			\$0.00	\$0.00	9700-1910-5301.00	98061				
2	To Appear 9-22-99				\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
11					\$0.00						
SHIPPING/HANDLING											
Special Instructions:											
Subtotal:										\$0.00	
Tax:										\$0.00	
TOTAL:										\$0.00	
Purchasing Manager: _____											
Data Processing Mgr: _____											
Department Director: _____											
Approvals: _____											
Mayor: _____											

BIDDERS LIST

1. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
2. J.A Riggs Tractor Co.
9125 Interstate 30
Little Rock, AR 72709
3. Scott Construction Equipment
4831 N. Thompson
Springdale, AR 72764
4. E.A.Martin Machinery Co.
802 E. 264 Hwy
Springdale, AR 72764
5. Traksan Equipment Co.
1531 E. Ford Ave
Springdale, AR 72764
6. Clark Machinery Co.
P.O.Box 1985
Fort Smith, AR 72901
7. Mitchell Machinery Co.
P.O.Box 1267
Van Buren, AR 72956
8. Warrior of Arkansas
2003 South 8th St.
Rogers, AR 72756
9. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144
10. Grant Manufacturing & Equipment Co., Inc.
1828 Northwest 4th St.
Oklahoma City, OK 73106
Attn: Nick Pontikos
800-259-9892 FAX 405-236-1472
11. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
12. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701

BIDDERS LIST

SALE ITEMS

1. **CULVER TRUCK SALES**
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870
2. **Elliott Equipment Co.**
3100 W. 76th Street
Davenport, Iowa 52806
Attn: Phil Allen
800-786-4841 FAX 319-391-8823
3. **Abdul Waheed**
8403 E. 98TH TERRACE
KANSAS CITY, MO 64134
816-765-0707 FAX -SAME-
4. **WARFORD AUTO WRECKERS INC.**
PUMP STATION ROAD
FAYETTEVILLE, AR 72701
5. **DARREL MEREDITH TRUCK SALES**
1749 S. SCHOOL
FAYETTEVILLE, AR 72701
6. **Auto Wholesalers**
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324
7. **Meuser Heavy Equipment**
4100 S. Hiway 71B
Springdale, AR 72764
501-751-0680
8. **CHICAGO MOTORS INC.**
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
Attn: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532
9. **GCDC, INC.**
P.O.BOX 15158
FORT LAUDERDALE, FL 33318
ATTN: ALEX ZAGRUZNY
954.792.777 FAX 954.792.7050

10. **AMI AUTO BROKER**
16329 CENTER POINT
GROVER, MO 63040
314-458-1380
11. **ATLAS AUTO LEASING**
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117
12. **Ralph J. Bell**
151 N Platinum Drive Apt. 1
Fayetteville, AR 72701
501.973.2754
13. **DIXIE SURPLUS EQUIPMENT**
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312
14. **WHITTLE TRUCK SALES**
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410
15. **CENTRAL OKLAHOMA POLICE SUPPLY**
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177
16. **Trucks & Parts of Tampa**
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg
17. **Dale Frederick**
6537 Huntsville Rd.
Fayetteville, AR 72701
18. **Al Coakley**
2761 Boxwood
Fayetteville, AR 72703

19. Mountain Creek Real Estate Co.
P.O.Box 520
Huntsville, AR 72740
Attn: Bill G. Cotton
501-456-2547 Fax 501-738-6262
20. Raymond E. Purser
P.O.Box 1489
Huntsville, AR 72740
501-738-6420
21. SITC Services Corp.
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372
22. Police Cars Unlimited
P.O.Box 770893
Woodside, NY 11377
Attn: Tammy
23. Reeder Simco Truck Center, Inc.
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533
24. Vicki Kaufman
841 Lola Lane
Fayetteville, AR 72701
25. Hancock Farms Equipment & Supply
290 East Main - Hwy 62
Farmington, AR 72730
Attn: Brad Hancock
501-267-3685
26. AG Products
2525 W. Broadway
Phoenix, AZ 85041
602-268-8707

27. **Methvin Sanitation, Inc.**
Rte. 1 - Box 271 D
Lead Hill, AR 72644
Attn: Mark Methvin
870.436.8095
28. **Gary L. Cooper**
Rte. 1 - Box 356
Prairie Grove, AR 72753
501.761.3686 501.761.3348
29. **Fayetteville Tree Service**
P.O. Box 376
West Fork, AR 72774
Attn: Ken Rogers
501.575.0977 501.443.5407
30. **Don Lee Harding**
113 Lark Lane
Farmington, AR 72730
501.267.2428
31. **J. Hall Wood**
919 Janelle
Fayetteville, AR 72701
32. **Travis Dotson**
Rt. 1 - Box 21
Wesley, AR 72773
501.456.2678
33. **Bush Machinery Inc.**
P.O.Box 850
Blue Springs, MO 64013
800.443.6415 FAX 816.229.9800
34. **Unlimited Resources Corporation**
Highway 63 South
Route 1, Box 25E
Cairo, MO 65239
800.423.9062 FAX 660.263.1185
Att: Harold Reisch

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Steve Davis, Budget & Research

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 13, 1999

SUBJECT: **PROPOSED CHARGES FOR NEW EQUIPMENT**

Reference your request for proposed charges on equipment prior to purchase, the following is provided for your information:

Tractor/Backhoe/Loader

Replacement per month:	\$ 730.72
Maint. & Overhead per month:	\$1,641.65
Replacement per hour:	\$ 4.20
Maint. & Overhead per hour:	\$ 9.43

Minimum Monthly Charge: \$2,372.37

If you have any questions or comments, please contact me at extension 494.

STAFF REVIEW FORM

XXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of November 2, 1999

FROM:

Willie Newman Solid Waste Public Works
Name Division Department

ACTION REQUESTED:

Approval of a engineering services contract with McClelland Consulting Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building and a budget adjustment in the amount of \$25,567.

COST TO CITY:

<u>\$ 25,567</u> Cost of this request	<u>\$ - 0 -</u> Category/Project Budget	<u>Container Maintenance Building</u> Category/Project Name
<u>5500-5060-5804-00</u> Account Number	<u>\$ - 0 -</u> Funds Used to Date	<u>Solid Waste Improvements</u> Program Name
<u>99079-1</u> Project Number	<u>\$ - 0 -</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

Steph Davis X Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Brown</u> Accounting Manager	<u>10-15-99</u> Date	GRANT AGENCY: _____
<u>[Signature]</u> City Attorney	<u>10-15-99</u> Date	ADA Coordinator _____
<u>[Signature]</u> Purchasing Officer	<u>10-15-99</u> Date	<u>Yolanda Fields</u> Internal Auditor
		<u>10-15-99</u> Date

STAFF RECOMMENDATION:

<u>Willie Newman</u> Division Head	<u>10-15-99</u> Date
<u>[Signature]</u> Department Director	<u>10-15-99</u> Date
<u>[Signature]</u> Admin. Services Director	<u>10-15-99</u> Date
<u>[Signature]</u> Mayor	<u>10-15-99</u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director

From: Willie Newman, Waste Reduction Coordinator

Date: October 14, 1999

Re: **Engineering Services Contract - Container Maintenance Building**

The Solid Waste Division requests approval of an engineering services contract and budget adjustment with McClelland Consulting Engineers in the amount of \$25,567 for services associated with the design and construction of a container maintenance building at the City's Composting Facility. The Solid Waste Division implemented a dumpster lease program in 1995 resulting in an inventory of numerous dumpsters, welding equipment, blow torch apparatus, spare parts, sheet metal, and miscellaneous supplies. We have been using a portion of the West Building located within the City Shop area, shared with the Street Department, for assembly and maintenance of our dumpsters and recycling igloos. There has been increased activity in the maintenance of dumpsters resulting the need for additional space and closer proximity to the Solid Waste offices.

This new building at the Composting Facility will also provide a small office for composting operations, a restroom for our patrons, and a water source not previously available. In addition to our dumpster and igloo maintenance, our freon recovery program will be operated in this new building. Furthermore, this building will provide additional heated storage during winter weather which will help insure efficient operation of our equipment, and free up needed space for the Street Division.

This building is intended to be a 50' x 70' prefabricated building which is larger than the area we currently use (50' x 50'); however, we will be adding an office and restroom to this building along with freon recovery operations. Staff will attend the agenda session and the City Council meeting to answer any questions. If you should have any questions about this project prior to these meetings, please contact me at 444-3497 at your convenience.



P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-443-2377
FAX 501-443-9241

October 5, 1999

Mr. Willie Newman
Waste Reduction Coordinator
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Engineering Services Proposal
Container Maintenance Building
Solid Waste Facilities

Dear Mr. Newman:

In accordance with your letter of September 21, 1999 and a subsequent scope of work meeting, please find attached our engineering services proposal.

The proposal follows the city's standard contract, particularly Section XIII, Fees and Payments.

Also, attached to the proposal is a brief description of the items of work which was condensed from the scope of work meeting minutes and a list of what we anticipate will be the bidding documents and detailed specifications.

We will be happy to discuss the proposal at your convenience and to answer any questions you may have.

Thank you for selecting our firm for this proposal and we look forward to being of service to the City of Fayetteville.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

A handwritten signature in cursive script that reads "Fred Schlegel".

Fred Schlegel
Project Engineer

**McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility**

Section XIII - FEES AND PAYMENTS

A. Design Phase Services

1. Surveying Services

Classification	Manhours	Hourly Rate	Amount
Party Chief	12	\$35	\$420
Rodman	12	\$30	\$360
Computer Tech.	8	\$51	\$408
Surveys	Subtotal		\$1,188

2. Design Services

<i>a. Structural</i>	Structural Engr.	8	\$72	\$576
<i>b. Civil</i>	Civil Engineer	80	\$72	\$5,760
<i>c. Drafting</i>	Chief Drafter	10	\$59	\$590
	Senior Drafter	40	\$46	\$1,840
	Junior Drafter	30	\$29	\$870
<i>d. Specifications</i>	Civil Engineer	24	\$72	\$1,728
	Clerical	40	\$32	\$1,280
	<i>Civil (2a-d)</i>	<i>Subtotal</i>		<i>\$12,644</i>
<i>e. Mechanical/Electrical Design and Specifications</i>				
	Lump Sum Amount by G-A Engrs 10/4/99			
	<i>E-M (2e)</i>	<i>Subtotal</i>		<i>\$5,500</i>

A Design Subtotal \$19,332

B. Bidding Phase Services

Civil Engineer	24	\$72	\$1,728
B Bidding Subtotal			\$1,728

C. Construction Phase Services

Civil Engineer	24	\$72	\$1,728
Cons. Observer	20	\$58	\$1,160
C Construction Subtotal			\$2,888

D. Geotechnical Investigation Services

Driller (s)	16	\$28	\$448
Lab Technician	10	\$28	\$280
Project Manager	9	\$99	\$891
D Geotechnical Subtotal			\$1,619

Project Total \$25,567

McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility

Scope: Design a metal building approx 50' by 70' for use in container maintenance
also a metal framed covering over the recycle plastic bins at the Solid Waste Building

Items of Work

- 1 Surveys** Conduct a topographic survey of the site of approximately 300' by 300' to obtain existing ground elevation, contours, nearby ditches, existing structures, water lines, sewer lines, power lines and other utilities.
- 2 Geotechnical Investigation** Make two (or more borings) to characterize the soils and to determine the possible presence of pre-existing landfill either waste or fill. Determine recommended allowable bearing pressures, foundation type, select fill material to be used.
- 3 Mechanical Electrical Design** Green Anderson Engineers to design electrical and mechanical systems
- 4 Structural Design** Design the foundation for the building and establish the criteria to apply to the building design which will be furnished by a metal building manufacturer
- 5 Site Civil Design** Design the water and sanitary sewer extensions from the closest available existing lines into the building (mainly for the restroom)
Design the driveways leading up to the building from the existing nearby roads or drives

6 Bidding Documents

Document

00030 Invitation to Bid
00100 Instructions to Bidders
00200 Information Available to Bidders
00300 Bid Forms
00410 Bid Security Form
00420 Bidders Qualification Forms
00500 Agreement (Contract) Forms
00610 Performance Bond
00620 Payment Bond
00650 Certificate of Insurance
00700 General Conditions
00800 Supplemental Conditions

Some of these Furnished
by City of Fayetteville

7 Specifications

Division 1 General Requirements

01010 Summary of Work
01030 Alternates
01300 Submittals
01400 Quality Control
01500 Construction Facilities and Temporary Controls
01700 Contract Closeout

Division 2 Sitework

02100 Site Preparation
02200 Earthwork
02500 Paving and Surfacing
02665 Domestic Water Systems
02700 Sewerage and Drainage
02900 Landscaping

Division 3 Concrete

03200 Concrete Reinforcement
03300 Cast In Place Concrete
03500 Cementitious Toppings (Hardener)

Division 5 Metals

05100 Structural Metal Framing (over the recycle plastic bins)

Division 6 Woods and Plastics

06100 Rough Carpentry (studs and joists for office area)
06200 Finish Carpentry (plywood liner on inside walls and maybe cabinets, trim in office)

Division 7 Thermal and Moisture Protection

07200 Insulation
07600 Flashing and Sheet Metal (Gutters and Downspouts)

Division 8 Doors and Windows

08100 Metal Doors and Frames (Personnel)
08330 Overhead Coiling Door
08500 Metal Window (sliding window for office)

Division 9 Finishes

09250 Gypsum Board
09650 Resilient Flooring (linoleum in office)
09900 Painting (office area and over primed metal frames)

Division 10 Specialties

10200 Louvers and Vents (unless provided under Div 13 or 15)
10800 Toilet Accessories (ADA accessible devices)

Division 12 Furnishings

12300 Manufactured Casework (in case it is decided to put premade cabinets in the office)

Division 13 Special Construction

13122 Metal Building Systems

Division 15 Mechanical

to be selected by Green Anderson

Division 16 Electrical

to be selected by Green Anderson

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This AGREEMENT entered into and executed this _____ day of _____,

1999, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and McClelland Consulting Engineers, Inc., with offices located in Fayetteville, Arkansas, hereinafter called the "ENGINEER",

WITNESSETH:

WHEREAS, the "OWNER" is planning to construct a waste container maintenance building located at the OWNER's composting facility on South Happy Hollow Road in Fayetteville, Arkansas, and

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

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

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II - DESCRIPTION OF THE PROJECT

Engineering services related to the construction of a container maintenance building at the City's Composting Facility.

SECTION III - INFORMATION & SERVICES

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

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

The project will be designed to meet applicable standards in accordance with the "OWNER's" ordinances and written policies. Construction specifications shall be based in part on City of Fayetteville Standard Specifications as well as the Metal Building Manufacturer's Association Specifications, the National Electric Code, the State Plumbing Code, and other material related specifications provided by the "ENGINEER". The design concept of the project shall be submitted by the "ENGINEER" and approved by the "OWNER" prior to completing the plans and specifications.

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

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way/Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

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

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

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the " OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) sets of concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII - FINAL SUBMISSION

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

- A. One (1) copy of all design calculations
- B. Three sets of final plans, contract documents and specifications
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 12 software.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

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

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

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including periodic construction observation services to assist the OWNER in determining whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment. It is specifically pointed out that the OWNER will provide day-to-day inspection of the project, with the ENGINEER providing approximately 44 hours of inspection support.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER".

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within 75 calendar days.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner 15 days per submittal.

SECTION XII - FEES AND PAYMENTS

A. "Design" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 176% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) "Design" phase services, "surveying services" and
preparation of the Ownership Map/Utility Easements:
Plan Costs not to exceed: \$ 17,260
- 2) Fixed fee for "Design" services: \$ 2,072
- 3) Engineering contract amount for "Design" phase
services not to exceed: \$ 19,332

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of

the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "A" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "Engineer".

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

B. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "Engineer", the owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 176% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

1) "Bidding" phase services costs not to exceed:	<u>\$ 1,543</u>
2) Fixed fee for "Bidding" services:	<u>\$ 185</u>
3) Engineering contract amount for "Bidding"	<u>\$1,728</u>

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

C. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 176% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- | | |
|---|----------------|
| 1) "Construction" phase services costs not to exceed: | <u>\$2,579</u> |
| 2) Fixed fee for "construction" phase services: | <u>\$ 309</u> |
| 3) Engineering contract amount for "Construction" | |
| phase services not to exceed | <u>\$2,888</u> |
| (based upon an assumed construction period | |
| not to exceed 90 days.) | |

The basis for this estimate is Appendix A. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

D. "Geotechnical Investigation" Services:

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set

forth in Appendix A, a fee, not to exceed \$ 1,619. The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto.

E. "Special" Services:

For "Special" services, such as preparation of detailed easements and/or construction staking, the "OWNER" shall pay the "ENGINEER" as follows:

- 1) For "Large Scale Development" application preparation services, the "OWNER" anticipates none are required. If the converse becomes true, the "OWNER" and "ENGINEER" shall negotiate the fee separately.
- 2) For "Easement" preparation services: none anticipated. To be negotiated if required.
- 3) For "Construction Staking" services, if authorized in writing separately from this Agreement, the "ENGINEER" shall provide Construction Staking as negotiated separately.

SECTION XIII - CHANGES

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

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price of fees.

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

SECTION XIV - OWNERSHIP OF DOCUMENTS

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

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

- A. Postponement - Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER",

who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

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

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.
2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S")

activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.
4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

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

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other

than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

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

CITY OF FAYETTEVILLE

ENGINEER:
McCLELLAND CONSULTING
ENGINEERS, INC.

By: _____
Mayor

By: John C. Quinn
President

ATTEST:

ATTEST:

City Clerk

By: Fred Schlegel

Appendix A

**McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility**

Section XIII - FEES AND PAYMENTS

A. Design Phase Services

1. Surveying Services

Classification	Manhours	Hourly Rate	Amount
Party Chief	12	\$35	\$420
Rodman	12	\$30	\$360
Computer Tech.	8	\$51	\$408
Surveys Subtotal			\$1,188

2. Design Services

<i>a. Structural</i>	Structural Engr.	8	\$72	\$576
<i>b. Civil</i>	Civil Engineer	80	\$72	\$5,760
<i>c. Drafting</i>	Chief Drafter	10	\$59	\$590
	Senior Drafter	40	\$46	\$1,840
	Junior Drafter	30	\$29	\$870
<i>d. Specifications</i>	Civil Engineer	24	\$72	\$1,728
	Clerical	40	\$32	\$1,280
	<i>Civil (2a-d) Subtotal</i>			\$12,644
<i>e. Mechanical/Electrical Design and Specifications</i>				
	Lump Sum Amount by G-A Engrs 10/4/99			
	<i>E-M (2e) Subtotal</i>			\$5,500

A Design Subtotal \$19,332

B. Bidding Phase Services

Civil Engineer	24	\$72	\$1,728
B Bidding Subtotal			\$1,728

C. Construction Phase Services

Civil Engineer	24	\$72	\$1,728
Cons. Observer	20	\$58	\$1,160
C Construction Subtotal			\$2,888

D. Geotechnical Investigation Services

Driller (s)	16	\$28	\$448
Lab Technician	10	\$28	\$280
Project Manager	9	\$99	\$891
D Geotechnical Subtotal			\$1,619

Project Total \$25,567

MAINT. BUILDING
A. 3. Page 22

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1999	Department: Public Works Division: Solid Waste Program: Commercial Collection	Date Requested 11/02/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Funding is requested for engineering services for a container maintenance building.

Project or Item Deleted:
None.. A portion of the funding from Curbside Recycling Improvements is proposed for this adjustment.

Justification of this Increase:
A container maintenance building is needed to perform maintenance of City owned and leased containers. The container maintenance functions have out grown the facilities currently utilized.

Justification of this Decrease:
Sufficient funding will remain to meet the required purchases for the Curbside Recycling Improvements Project.

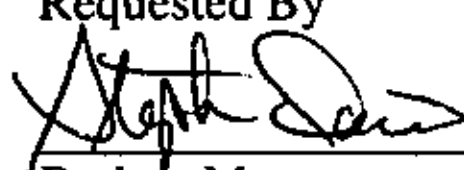
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Building Cost	25,567	5500 5010 5804 00	99079 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Solid Waste Improvements	25,567	5500 5060 5816 00	98053 1

Approval Signatures

Requested By 	Date 10-18-99
Budget Manager	Date
Department Director	Date
Admin. Services Director	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					

RECEIVED
STAFF REVIEW FORM

OCT 14 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF November 2, 1999

FROM:

<u>Marvin Hilton</u>	<u>Cable Administration</u>	<u>Administration</u>
Name	Division	Department

ACTION REQUESTED: Passage of a resolution accepting a contract with the Community Access Television for public access television services.

COST TO THE CITY:

<u>\$ \$63,000.00</u>	<u>\$ 63,000</u>	<u>Public Access Contract</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>1010-0600-5713-00</u>	<u>\$0.00</u>	<u>Cable Administration Division</u>
Account Number	Funds used to date	Program Name
<u>Project Number</u>	<u>\$63,000.00</u>	<u>General</u>
	Remaining Balance	Fund

BUDGET REVIEW:

<u>Budgeted Item</u>	<u>Budget Adjustment Attached</u>
<u>[Signature]</u>	<u>[Signature]</u>
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Kramer</u>	<u>10-11-99</u>
Accounting Manager	Date
<u>[Signature]</u>	<u>10-12-99</u>
City Attorney	Date
<u>[Signature]</u>	<u>10-12-99</u>
Purchasing Officer	Date

GRANTING AGENCY:

<u>[Signature]</u>	<u>10-12-99</u>
Internal Auditor	Date
<u>ADA Coordinator</u>	<u>Date</u>

STAFF RECOMMENDATION:

<u>Marvin Hilton</u>	<u>10-8-99</u>
Division Head	Date
<u>[Signature]</u>	<u>10-18-99</u>
Department Director	Date
<u>[Signature]</u>	<u>13 OCT 99</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>10/13/99</u>
Mayor	Date

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR



SUBJECT: COMMUNITY ACCESS TELEVISION CONTRACT

DATE: October 8, 1999

The Cable Board, at their September 30, 1999 meeting, voted 5-0 to recommend to the City Council that the present contract with Community Access Television for public access services be renewed for 2000. The present contract was for one year with automatic renewal for four consecutive one year terms.

The recommended contract budget includes an amount of \$63,000 annually for community access television for 2000. This is the same amount as the 1999 budget.

See the attached excerpt from the minutes of the Cable Board meeting of September 30, 1999 and the attached contract for public access television.

CABLE TELEVISION BOARD MEETING MINUTES
September 30, 1999 at 5:15 p.m.
City Hall Room 219

1. The Meeting was called to order at 5:15 p.m.

Members present: Mr. Hawkins, Ms. Stripling, Mr. Warren, Mr. Wright, Mr. Beemis, and Mr. Hilton. Members absent: Mr. McKinney and Mr. Alford.

2. Approval of minutes from August 19, 1999.

Minutes were approved.

3. Adoption of the agenda.

Agenda was adopted.

4. Report from TCA Cable.

No representative present.

5. Subscriber complaints and compliments.

Mr. Hilton reported a complaint received from citizen Mark Sutter. Mr. Sutter suffered cable outage as a result of a storm. He was satisfied with TCA response as they quickly handled the outage and restored service. Mr. Hilton was asked to provide a copy of the resolution to Board Members.

Mr. Wright reported complaints from a consumer who feels that TCA should allow more than ten days to pay the cable bill once it has been received. The consumer also feels that the \$5.00 late fee is too high as the fee equals nearly 50% of their bill. Mr. Wright was unsure whether the consumer had made these complaints to TCA Cable. Discussion then occurred as to the proper procedure to handle consumer complaints. Consumers should be advised to take their complaints directly to TCA Cable. If they are not resolved they should then forward complaints to the Cable Administration Division for assistance. Mr. Wright was advised to call the consumer and ask that they refer their complaints to TCA Cable.

6. Consideration of renewal of C.A.T. contract.

Mr. Hilton spoke on behalf of C.A.T. staff and reported they were asking for no additional monies and requested renewal of their budget of \$63,000. Mr. Beemis made a motion to renew the contract with C.A.T. Mr. Wright seconded the motion and it passed by unanimous vote.

**PUBLIC ACCESS ADMINISTRATION
AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE
AND ACCESS 4 FAYETTEVILLE, INC.
A.K.A.COMMUNITY ACCESS TELEVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

**SECTION I.
CONTRACT PERIOD.**

A. The contract period shall begin the 1st day of January, 2000 and shall continue until the 31st day of December, 2000. However, this agreement may automatically renew for three (3) consecutive one (1) year terms. Each such annual renewal term shall be subject to a favorable recommendation from the Cable Board to the City Council, approval of renewal by the City Council, and budget approval by the City Council.

**SECTION II.
SERVICES/DUTIES.**

A. The Contractor hereby agrees and shall be responsible for operating the public access channel, which shall entail the following:

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.
2. Scheduling of programs on the public access channel.
3. Cablecasting of programs on the public access channel.
4. Promoting use of the Public Access Channel.

B. The Contractor shall provide, oversee, administer, and carry out all of the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provisions and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. Facility:

a. The City shall provide a facility to which the Contractor shall have access for the performance of their duties hereunder. Such facility shall be known as the Access Center.

b. The City shall be responsible for the payment of the Access Center utilities, routine building and grounds maintenance and maintenance of the structure.

c. Use of the Access Center conference/breakroom will be scheduled through the City.

2. Copier:

a. The Contractor may use the City's current copier at the Access Center for a charge of \$.015 per copy. Additionally, the Contractor may use the copier located at the City Administration Building for the standard charge as is allocated per copy to the City Departments and Divisions. If the City upgrades the copier located in the Access Center, Contractor shall pay an adjusted charge per copy, up to, but not to exceed the standard City rate charged to City Departments and Divisions as determined annually.

b. Copy machine maintenance costs will be paid by the City.

3. Video Equipment:

a. The City and the Contractor shall each bear one-half of each separate maintenance expense incurred on the video equipment used by the Contractor. Contractor's total liability shall be limited to \$1,000 cash and up to \$1,000 in-kind maintenance on equipment. All in-kind maintenance shall be mutually agreed upon by City and Contractor.

b. One camera, to be designated by the City, and one tripod shall not be available for public access checkout. The reserved equipment shall be used only for government production, Contractor's contract productions, and contractor's promotional programs. Use of the reserved camera and tripod will be as scheduled by the City. Additional reservation of equipment may be required should it be determined, by the City, that the equipment was not available as needed for government channel productions.

c. The City will be responsible for scheduling use of the equipment. After hours scheduling must be confirmed by the City the next business day before it is finalized. Weekend checkout of equipment must be confirmed with the City by 5:00 Friday afternoon.

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

e. All video production equipment owned by the City and used for public, educational and/or government access productions shall be covered under the City's insurance policy.

4. Phone:

a. The City shall make one telephone line available for Contractor's business use. Contractor shall be responsible for reimbursing the City, on a quarterly basis, for this expense at a rate of \$20 per month.

b. Contractor shall be responsible for their own long distance telephone calls.

c. Contractor shall be responsible for paying the costs of their listing in the telephone directory.

d. Contractor shall be responsible for answering their own phone line. Contractor will have an answering machine on their line when they are unable to answer calls.

e. Contractor shall not be required to answer the City's telephone lines at the Access Center.

5. Fees:

a. There shall be no charge to citizens of Fayetteville for the use of cable casting time on the public access channel, nor for the use of the facilities or equipment. However, Contractor's fees and charges may apply for such services as, but not limited to, instructions on video production and internet use, video tapes, video tape duplication, annual producer's fee and contracts for video productions.

6. Other/Misc.:

a. All communication between the City and the Contractor with regard to contractual matters will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and the Contractor's duly appointed representative. In the event of a disagreement over the administration of this agreement, either party may appeal to the cable board who shall make recommendations to the Mayor or City Council, as may be required.

b. The use of alcohol, tobacco products, and illegal drugs is strictly prohibited in the Access Center.

c. Contractor's and City's employees shall not park in the spaces in front of the Access Center.

d. Contractor shall have at least one paid staff person or a designated volunteer in the Access Center whenever a program is being produced in the studio. Contractor shall have a paid staff person on site during the production of live programming at the Access Center.

e. Contractor and City shall each bear one-half of the costs of supplies used by everyone in the facility's breakroom.

f. Contractor's staff shall do their part to keep

the Access Center clean by keeping the breakroom clean after use by their staff and public access users.

g. Contractor shall be responsible for placing messages from non-profit groups and organizations on the public access channel.

h. Contractor will follow the City's rules for the use of the Access Center.

i. Live shows will be taped by the Contractor and held for four days. All other shows are on tape and available for review at the Access Center. The owners of the taped programs will be asked to leave them for four days if they are not in the tape library. Accurate cablecast logs will be kept by Contractor as proof of what programs were cablecast.

j. Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract, is vested with the City and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City, in writing. Donations of goods to the Contractor remain with the Contractor.

SECTION III. LEGAL AUTHORITY.

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Contract on behalf of the Contractor have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the Contractor to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

SECTION IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. The Contractor shall comply with all applicable laws, regulations, procedures and policies of the Federal, State and local governments.

SECTION V. FUNDING/CONSIDERATION.

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of \$ 5,250.00 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th, 2000.

**SECTION VI.
PROGRAMMING.**

A. Public access equipment shall be provided on a first come, first served, non-discriminatory basis, subject only to any restrictions set forth herein. Public access channel time shall be made available on a non-discriminatory basis, with consideration being given to an appropriate scheduling time.

B. Contractor shall require access producers to sign an agreement warranting that the program they are submitting does not contain:

1. any violation of any state or federal law relating to obscenity;

2. any material that is libelous, slanderous, or other defamation of character, or an unlawful invasion of privacy;

3. any advertising or material which promotes any commercial product or service;

4. any use of material which violates copyright law; or,

5. any material contrary to local, state or federal laws, regulations, procedures and policy.

**SECTION VII.
PERSONNEL.**

A. Contractor shall adequately staff the public access operation to meet the services and duties outlined in this agreement.

B. During the contract period, the staff for the public, educational and government channels will be working together at the Access Center. The Contractor's staff will be expected to work in a cooperative manner with all groups using the facility.

**SECTION VIII.
REPORTS AND INFORMATION.**

A. At such times and in such form as the City may require, the Contractor shall furnish such statements, records, reports, data and information, as the City may request and deem pertinent to matters covered by this Agreement.

B. The City shall provide the Contractor with equipment usage forms which are to be completed by Contractor's staff as well as public access users each time equipment is used. Contractor is responsible for submitting these completed forms to the City within one working day after the equipment is used.

C. Contractor shall submit quarterly reports on the operations of the public access channel to the City.

D. Contractor shall submit an annual report which shall include a summary of all quarterly reports, review contract requirements and document compliance with contract requirements. The annual report will be due sixty (60) days following the end of the contract year.

E. In addition to the above listed reports, the Contractor shall provide the following additional information to the City:

1. Reports of stolen or damaged equipment within one working day of learning of each occurrence.

2. Requests for changes in any procedures or rules pertaining to protection or preservation of City owned equipment and facilities.

3. All corporate documents, including but not limited to the Contractor's by-laws, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members.

4. Amendments or changes to programming policies.

SECTION IX. AUDIT/REVIEW

A. The Contractor agrees to provide the City with a monthly financial report summarizing activity during the preceding 30 day period. Said report shall include income and balance sheet statements.

B. Contractor shall have a certified public accountant complete an official review of its financial records annually. This report shall be submitted to the City by the last day of the third month after the end of Contractor's fiscal year.

SECTION X. ACCESSIBILITY OF RECORDS.

A. At any reasonable time and as often as the City may deem necessary, the Contractor shall make available to the City, or any of its authorized representatives, all of Contractor's records related to all matters covered by this Agreement and shall permit the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

SECTION XI. INSURANCE.

A. Contractor shall obtain and keep in force during the term of this agreement a policy or policies of public liability and property damage insurance. The coverage, at a minimum, shall be in the following amounts:

1. General Liability:

a. General Aggregate	\$1,000,000
b. Products/Completed Oper. Aggr.	\$1,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$100,000
e. Fire Damage (any one fire)	\$50,000
f. Medical Expense (any one person)	\$5,000

2. Worker's Compensation for all employees as required by Arkansas Statutes.

B. Contractor shall furnish the City with a certificate showing that such coverage has been obtained and is currently in effect. Contractor shall not change or cancel any policy of insurance obtained for the purposes of this agreement except after thirty (30) days written notice to City and written acceptance by the City of such changes or cancellation.

SECTION XII. DIRECTOR'S MEETINGS

A. During the term of this Contract, the Contractor shall cause to be delivered to the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to the City in a timely manner to give adequate notice and shall also include an agenda.

B. Minutes of all meetings, if taken, and materials distributed in meetings of the Contractor's Board of Directors, or committees thereof, shall be submitted to the City.

C. The Contractor's Board meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann., §25-19-101 et. seq.

SECTION XIII. BONDING.

A. The Contractor shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this Agreement, within ten (10) days of Contract execution. The fidelity bond shall be in an amount equal to ten percent (10%) of the City grant award or \$5,000, whichever is less. The Contractor shall furnish the City proof of an adequate fidelity bond prior to the

first payment of funds under this Agreement.

**SECTION XIV.
EQUAL OPPORTUNITY.**

A. Contractor shall comply with all applicable equal opportunity, affirmative action and ADA laws or regulations, including those of the City of Fayetteville.

B. The Contractor will furnish all information and reports requested by the City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such rules and regulations.

C. In the event of the Contractor's non-compliance with the non-discrimination requirements of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further agreements with the City.

**SECTION XV.
PERSONNEL POLICIES.**

A. Personnel policies shall be established by the Contractor and shall be available for examination by the City. Public access operations shall be open to the public the maximum hours permitted by resources available but at least forty (40) hours per week. In planning these times, Contractor shall take into consideration the needs of the public to include evening and weekend hours.

B. Upon termination of an employee by the City Cable Administrator, and in the event that the contractor's manager wishes to hire the employee over the objections of the Cable Administrator, an appeal of the action may be brought by the Cable Administrator to the contractor's Board of Directors. Similarly, upon termination of an employee by the contractor, and in the event that the Cable Administrator wishes to hire the employee over the objections of the contractor's manager, an appeal of the action may be brought by the contractor's manager to the Cable Board.

**SECTION XVI.
CONFLICT OF INTEREST.**

A. The Contractor covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

B. The Contractor further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives

the appearance of being motivated by desire for private gain for themselves, or others particularly, those with which they have family, business, or other ties.

C. No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall:

1. Participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or

2. have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

**SECTION XVII.
POLITICAL ACTIVITY.**

A. No portion of the funds received by the Contractor hereunder shall be used by the Contractor to directly produce any programs nor to participate in any Contractor-sponsored activities of a political nature (including, but not limited to, any activity to further the appointment, election, defeat or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat or final content of any legislation). However, Contractor will cablecast programs made by the public which express opinions on issues or candidates.

**SECTION XVIII.
SECTARIAN ACTIVITY.**

A. No portion of the funds received by the Contractor here under shall be used by the Contractor to directly produce any programs nor participate in any Contractor-sponsored activities which establish any religion or prohibit the free exercise thereof.

**SECTION XIX.
PUBLICITY.**

A. In any news release, sign, brochure, or other medium disseminating information prepared or distributed by or for the Contractor, mention shall be made of the City of Fayetteville having made the project possible, i.e. "'Community Access Television' is a project partially funded by the City of Fayetteville."

**SECTION XX.
HOLD HARMLESS.**

A. It is expressly understood and agreed by both parties hereto that the City is contracting with the Contractor as an independent contractor and that as such, the Contractor shall

save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audits exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the Contractor. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

**SECTION XXI.
USE OF CITY PROPERTY.**

A. Contractor hereby recognizes that it is performing services for the City on City-owned property and that while on such property, Contractor shall not engage in any activity that is not directly related to services provided pursuant to this Agreement.

**SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.**

A. Contractor's policies relating to the use of City owned equipment and facilities shall be submitted to the Cable Board for approval and may be reviewed periodically as needed.

**SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.**

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as a addendum to, or amendment of, this Agreement.

**SECTION XXIV.
TERMINATION OF AGREEMENT.**

A. This contract may be terminated by either party with a thirty day written notice.

**SECTION XXV.
SEVERABILITY.**

A. If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

BC/BS
A. 5. Page 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

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

<u>DON BAILEY</u>	<u>PERSONNEL</u>	<u>ADMIN. SERVICES</u>
Name	Division	Department

ACTION REQUESTED:

RENEWAL OF BCBS GROUP MEDICAL CONTRACT FOR POLICY YEAR 1-1-2000 THROUGH 12-31-2000.
INCREASE EMPLOYER CONTRIBUTION TO COVER ESCROW ACCOUNT DIFFERENTIAL.

COST TO THE CITY:

<u>\$1,527,310 (2000 Expense)</u>	<u>\$1,673,877 (2000 Budget)</u>	<u>HEALTH INSURANCE</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>SEE ATTACHED LISTING</u>	<u>0</u>	
Account Number	Funds used to date	Program Name
	<u>\$1,673,877</u>	
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

<u>Budgeted Item</u>	<u>Budget Adjustment Attached</u>
<u>[Signature]</u> <u>10/15/99</u>	<u>[Signature]</u>
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u>	<u>10/18/99</u>	<u>[Signature]</u>	<u>10-19-99</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>10-19-99</u>		
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>10-21-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

RECOMMEND COUNCIL APPROVE RENEWAL ACTION

<u>[Signature]</u>	<u>10-15-99</u>
Division Head	Date

Cross Reference

<u>[Signature]</u>	<u>15 OCT 99</u>
Department Director	Date
<u>[Signature]</u>	<u>10/21/99</u>
Administrative Services Director	Date
<u>[Signature]</u>	
Mayor	

New Item: Yes No

Prev Ord/Res #:

Orig. Contract Date:

BC/BS

A. 5. Page 2

City of Fayetteville, Arkansas

Health Insurance Expense - 2000 Budget

<u>Fund</u>	<u>Program</u>	<u>Health</u>
1010 General	0150 Mayor's Administration	7,578
	0210 City Attorney	9,422
	0310 City Prosecutor	15,089
	0350 Hot Check	7,578
	0500 Economic Development	6,691
	0600 Cable Administration	5,733
	1100 Administrative Services Director	4,902
	1210 Personnel Administration	9,422
	1310 Accounting & Audit	24,644
	1330 Budget & Research	11,267
	1350 Billing & Collections	15,222
	1360 Internal Auditing	1,911
	1410 General Maintenance	26,389
	1420 Janitorial	9,489
	1510 City Clerk	11,333
	1610 Procurement	5,667
	1710 Information Technologies	26,355
	2010 Criminal Cases	9,522
	2020 Probation & Fine Collection	1,911
	2030 Small Claims & Civil Cases	9,456
	2600 Central Dispatch	45,467
	2710 Animal Patrol/Emergency Response	6,689
	2720 Animal Shelter	27,411
	2900 Support Services	76,429
	2940 Patrol Warrant	265,865
	3010 Prevention	11,267
	3020 Operations	261,776
	3030 Training & Continuing Education	3,756
	5200 Parks Administration	11,333
	5220 Athletics & Recreational Transfers	4,394
	5260 Park Maintenance	22,733
	5300 Traffic Administration & Enforcement	5,496
	5310 Traffic Engineering & Planning	5,667
	5320 Traffic Control & Parking Meter	13,178
	5450 Public Lands Maintenance	17,000
	6200 Public Works Director	9,422
	6210 Engineering Plans & Specifications	19,322
	6220 Engineering Operations & Administration	10,773
	6230 Right of Way Acquisition	9,613
	6240 Public Construction Management	14,980
	6300 Planning Management	23,689
	6400 Inspections	26,489
		<u>1,112,328</u>
2100 Street	4100 Street Maintenance Administration	13,178
	4110 Right of Way Maintenance	11,333
	4120 Street Maintenance	35,911
	4130 Drainage Maintenance	13,311
	5530 Sidewalks & Trails	13,244
		<u>86,977</u>

City of Fayetteville, Arkansas
Health Insurance Expense - 2000 Budget

Fund	Program	Health
2180 CDBG	4930 C.D. Administration	1,911
	4940 Housing Rehabilitation	5,667
	4960 Public Services	5,284
		<u>12,862</u>
2250 Parks HMR	9250 Parks Maintenance HMR	18,911
		<u>18,911</u>
2930 Drug	2960 Drug Enforcement	12,393
		<u>12,393</u>
5400 Water & Sewer Meter	1820 Meter Operations	61,444
	1830 Meter Maint. & Backflow Prevention	18,844
		<u>80,289</u>
W&S Maint	4000 Water and Sewer Administration	30,178
	4310 Water Distribution	38,240
	4330 Water Storage and Pump Maintenance	7,511
	4410 Sewer Main Maintenance	53,262
	5620 Water & Sewer Connections	8,704
		<u>137,895</u>
5500 Solid Waste	5000 Operations & Administration	16,933
	5010 Commercial Pickup	30,111
	5020 Residential Pickup	39,666
	5060 Recycling	33,933
	5070 Composting	33,000
		<u>153,644</u>
5550 Airport	3940 Airport Landside Operations	9,560
	3950 Airport Airside Operations	5,596
		<u>15,156</u>
9700 Shop	1910 Vehicle Maintenance	43,422
		<u>43,422</u>
Total Health Insurance - All Funds		<u>1,673,877</u>

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and the Fayetteville City Council

FROM: Kevin Crosson, Administrative Services Director *KAC*
Don Bailey, Personnel Director *DB*

DATE: October 14, 1999

SUBJECT: Employee Group Health Contract

The contract renewal date for the City's Blue Cross Blue Shield group health and endorsed dental plans is January 1, 2000. Our current group contract was adopted by the Council 1-1-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 1-1-2000 renewal is the second of the four one-year options for renewal.

Our group medical plan incurred unfavorable claims loss ratios over the past several years which resulted in premium increases. This trend has now decelerated with current incurred losses within the underwriter projections. Consequently, Blue Cross Blue Shield has offered to renew for one year, with no increase in premium or benefit change within the plan. This is confirmed by the group application forms received and the Memorandum dated 10-13-99 from Paul Teichart, Group Underwriter, a copy of which is attached.

At the close of the 1999 policy year we will have exhausted the escrow account reserves which were established utilizing premium refunds under the earlier retrospective funding arrangement. This account has been used to partially pay for premiums. Currently, the amounts are \$4.00 per month for an employee only premium and \$21.00 for a family premium. The projected annualized total of this contribution is \$77,932. Considering there is no increase in the premium for the year 2000, it is recommended the City absorb this differential and not increase the employee paid portion of the premium.

The year 2000 proposed premium schedule is as follows:

<u>EMPLOYEE ONLY</u>	<u>COMP/MAJOR MEDICAL</u>	<u>PPO</u>
EMPLOYEE PAID	\$11.06	0.00
EMPLOYER PAID	\$159.26	\$149.88
TOTAL MEDICAL	\$170.32	\$149.88
DENTAL:EMPLOYEE PAID	\$14.26	\$14.26
TOTAL PREMIUM	\$184.58	\$164.14

<u>FAMILY</u>	<u>COMP/MAJOR MEDICAL</u>	<u>PPO</u>
EMPLOYEE PAID	\$99.27	\$49.79
EMPLOYER PAID	<u>\$312.96</u>	<u>\$312.97</u>
TOTAL MEDICAL	\$412.23	\$362.76
DENTAL:EMPLOYEE PAID	<u>\$49.97</u>	<u>\$49.97</u>
TOTAL PREMIUM	\$462.20	\$412.73

The projected annual employer funding based on the current count of 242 employee only contracts and 286 family contracts is \$1,527,310. Provisions in the amount of \$1,673,877 for the group medical premium will be included in the year 2000 budget.

Memorandum

To: Don Bailey

From: Paul Teichert

Date: 10/13/99

Re: City of Fayetteville Renewal Association # 036

The renewal for the January 1, 2000 will be a rate pass and a benefits pass. The benefits will remain the same with the dual option of CMM and PPO.

CMM benefits: \$100 deductible X 2, 80% coinsurance, \$5,000 Stop loss X 2, \$500 SAE, \$3/\$10 Rx copay with the following rates.

Single	\$170.32
Family	\$412.23

PPO benefits: \$100 deductible X 2, 80%/60% coinsurance, \$5,000 in network stop loss X 2, \$10,000 out of network stop loss X 2, PPO SAE, Wellness benefit, \$3/\$10 Rx copay with the following rates.

Single	\$149.88
Family	\$362.76

Dental benefits remain the same, \$50 deductible, 100% preventive, 50% Restorative to \$1,500 maximum, with 50% ortho to \$1,000 lifetime.

Single	\$14.26
Family	\$49.97

If you have any questions, please call me at (501) 527-2322.

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, Administrative Services Director 

From: Budget & Research 

Date: October 13, 1999

Subject: Budget Adjustment for Fixed Assets

The City made a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased which cost less than \$5,000 are now considered minor equipment.

Approval of a budget adjustment is required to recognize the budget impact for 1999. The adjustment does not involve any cash expenditures. The effect of the change will be recorded in the Gain/Loss Sale of Assets accounts in the City's proprietary funds (Water & Sewer Fund, Solid Waste Fund, Airport Fund, and Shop Fund) for a total \$546,940. The items were purchased before the beginning of this budget year. This increase to Gain/Loss Sale of Assets will be offset by a reduction in budgeted depreciation expense and use of fund balance.

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

**FIXED ASSETS
A. 6. Page 3**

Budget Year 1999	Department: Various Division: Various Program: Various	Date Requested 11/02/99	Adjustment #
----------------------------	---	-----------------------------------	---------------------

Project or Item Requested:
 To write off all fixed assets under the amount of \$5,000 in Water & Sewer, Solid Waste, Airport, and Shop funds.

Project or Item Deleted:
 None

Justification of this Increase:
 Adjustment of the threshold for fixed assets from \$500 to \$5,000.

Justification of this Decrease:
 A 1999 accounting change in recording fixed assets.

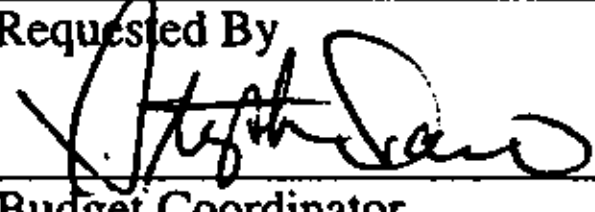
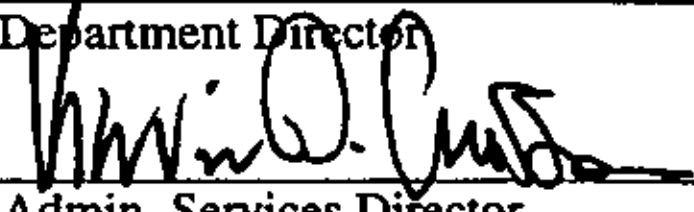
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
See Backup			

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
See Backup			

Approval Signatures

Requested By 	Date
Budget Coordinator	Date
Department Director 	Date
Admin. Services Director	15 OCT 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	_____				

Blue Copy: Budget & Research / Yellow Copy: Requester

Net Adjustment for Fixed Assets Written Off

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount
Gain/Loss Sale of Assets	5400	0940	6881	02	245,375
Gain/Loss Sale of Assets	5500	0950	6881	02	184,934
Gain/Loss Sale of Assets	5550	0955	6881	02	25,887
Gain/Loss Sale of Assets	9700	0970	6881	02	90,744

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount
Depreciation Expense	5400	1820	5950	00	10,284
Depreciation Expense	5400	3800	5950	00	26
Depreciation Expense	5400	4000	5950	00	3,012
Depreciation Expense	5400	4010	5950	00	256
Depreciation Expense	5400	4310	5950	00	19,932
Depreciation Expense	5400	4370	5800	00	84
Depreciation Expense	5400	4410	5950	00	2,770
Depreciation Expense	5400	5100	5950	00	21,814
Depreciation Expense	5400	5610	5800	00	96
Use of Fund Balance	5400	0940	4999	99	187,101
Depreciation Expense	5500	5000	5950	00	1,890
Depreciation Expense	5500	5010	5950	00	45,092
Depreciation Expense	5500	5020	5950	00	1,426
Depreciation Expense	5500	5060	5950	00	6,202
Use of Fund Balance	5500	0950	4999	99	130,324
Depreciation Expense	5550	3940	5950	00	7,072
Depreciation Expense	5550	3960	5950	00	358
Use of Fund Balance	5550	0955	4999	99	18,457
Depreciation Expense	9700	1910	5950	00	23,020
Use of Fund Balance	9700	0970	4999	99	67,724

RZ 99-30.00

C. 1. Page 1

OCT 14 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 2, 1999.

FROM: Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 99-30.00 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.

COST TO CITY:

\$0

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

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

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously approved the rezoning with a vote of 6-0-0. Commissioners Estes, Marr, and Ward were absent.

 Division Head	10-14-99 Date	Cross Reference
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Tim Conklin, City Planner
DATE: October 11, 1999

RZ 99-30.00 Rezoning (Schader, pp 600) was submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends approval of the proposed R-2 zoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: October 11, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

BACKGROUND :

The applicant requests the rezoning of approximately 2.36 acres from I-1 to R-2 (Medium Density Residential) in order to purchase a residence on the property. The rezoning request contains four tracts of land. One of the tracts is currently developed with one single family home and the remaining three are vacant. The property is surrounded on two sides by warehouse and industrial uses.

Residential uses are allowed only as accessory uses in I-1 zoning. In addition, the applicant has stated that the V.A. will not make a loan to purchase the residence because of the zoning.

ADJACENT LAND USE AND ZONING:

North: Abandoned Railroad Right-of-Way, Vacant Levi Strauss Plant, single family home, R-1 and I-1

South: Single Family Home, Washington Co. Head Start, I-1

East: Vacant, I-1

West: Warehousing, I-1

INFRASTRUCTURE:

Streets: Garland is classified as a Collector Street with 70' of right-of-way required.

Water: There is an 6" waterline along Garland Avenue.

Sewer: There is an 6" sewer line along Garland Avenue.

LAND USE PLAN:

The General Plan 2020 shows this area as Mixed Use.

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 Land Use Plan (General Plan 2020) shows this area as Mixed Use. The proposed zoning of R-2 (Medium Density Residential) is consistent with the plan.

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

Finding: The proposed zoning to R-2 is justified and needed at this time.

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

Finding: The proposed zoning to R-2 would not create or appreciably increase traffic danger and congestion in this area.

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 to R-2 would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities. On-site and off-site improvements including sewer will be required at the time of Large Scale Development or Preliminary Plat approval.

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

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings
Unit 9	Multifamily Dwellings - Medium Density

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24
-------------------	---------

D. Bulk and Area Regulations.

1. Lot Width Minimum.

Mobile Home Park	100 Feet
Lot within a Mobile Home Park	50 Feet
One Family	60 Feet
Two Family	60 Feet
Three or More	90 Feet

Mobile Home Park	100 Feet
Professional Offices	100 Feet

2. Lot Area Minimum.

Mobile Home Park	3 Acres
Lot Within a Mobile Home Park	4,200 Sq. Ft.
Row House: Development Individual Lot	10,000 Sq. Ft. 2,500 Sq. Ft.
Single-Family	6,000 Sq. Ft.
Two-Family	7,000 Sq. Ft.
Three or More	9,000 Sq. Ft.
Fraternity or Sorority	2 Acres
Professional Offices	1 Acre

3. Land Area Per Dwelling Unit.

Mobile Home	3,000 Sq. Ft.
Apartments: Two or More Bedrooms	2,000 Sq. Ft.
One Bedroom	1,700 Sq. Ft.
No Bedroom	1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

To whom it may concern,

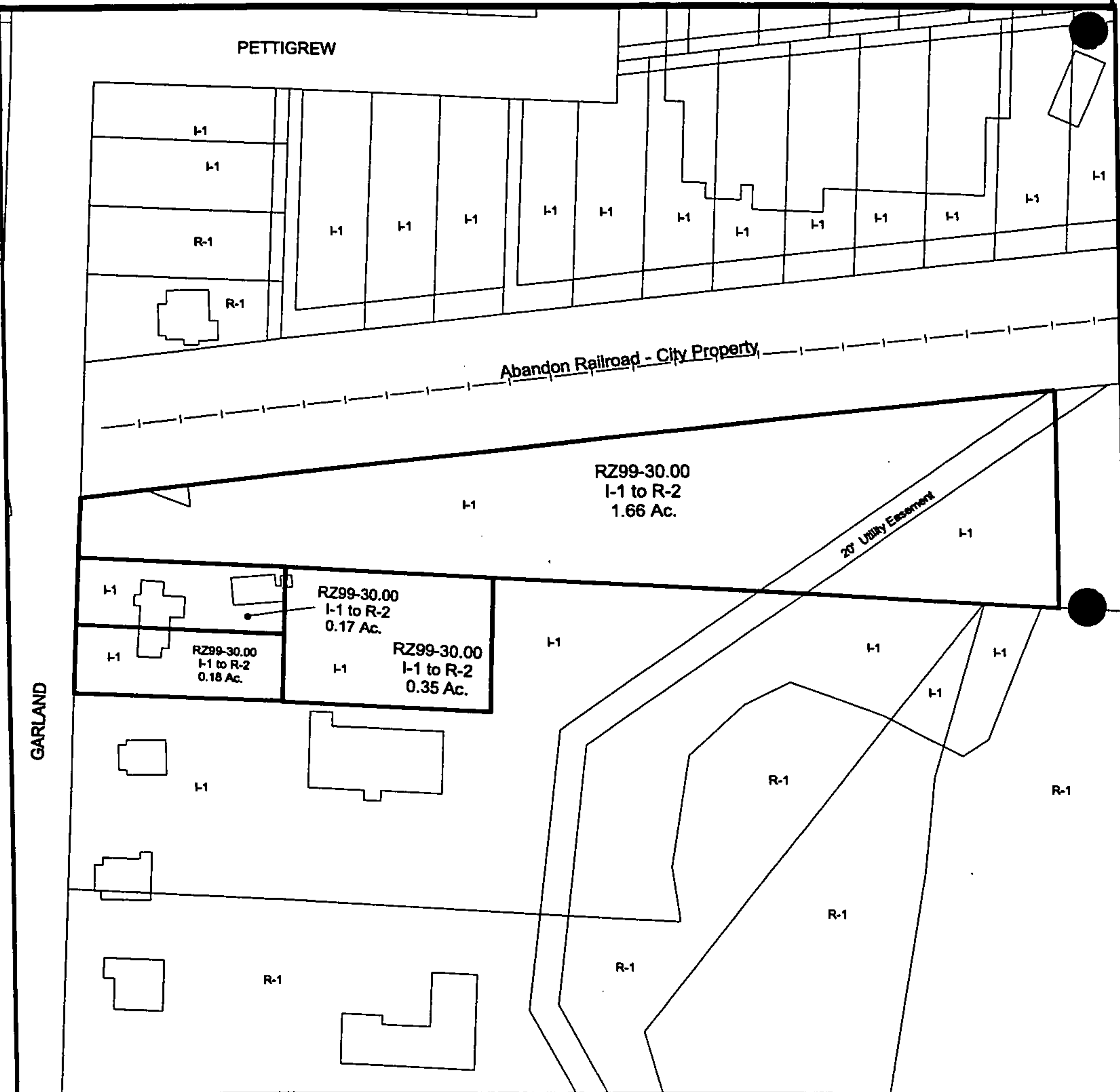
SUBJECT: REZONING OF PROPERTY @ 1854 SOUTH GARLAND

This property is zoned I-1. Our daughter is trying to purchase the property for a residence. The V.A. will not make the loan because of the zoning. We are requesting to change the zoning to R-2.

Thank You,

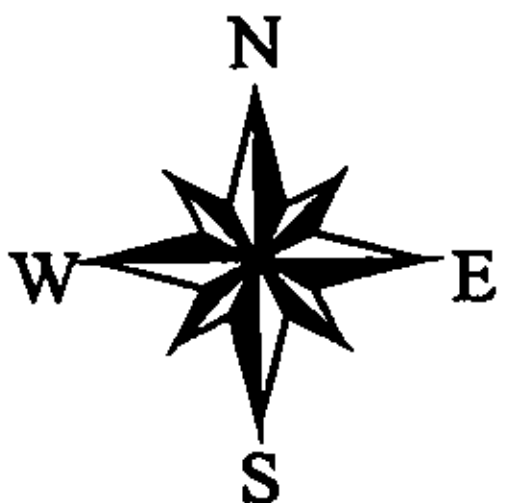
Austin Schader

RZ99-30.00 - Schader - Close Up

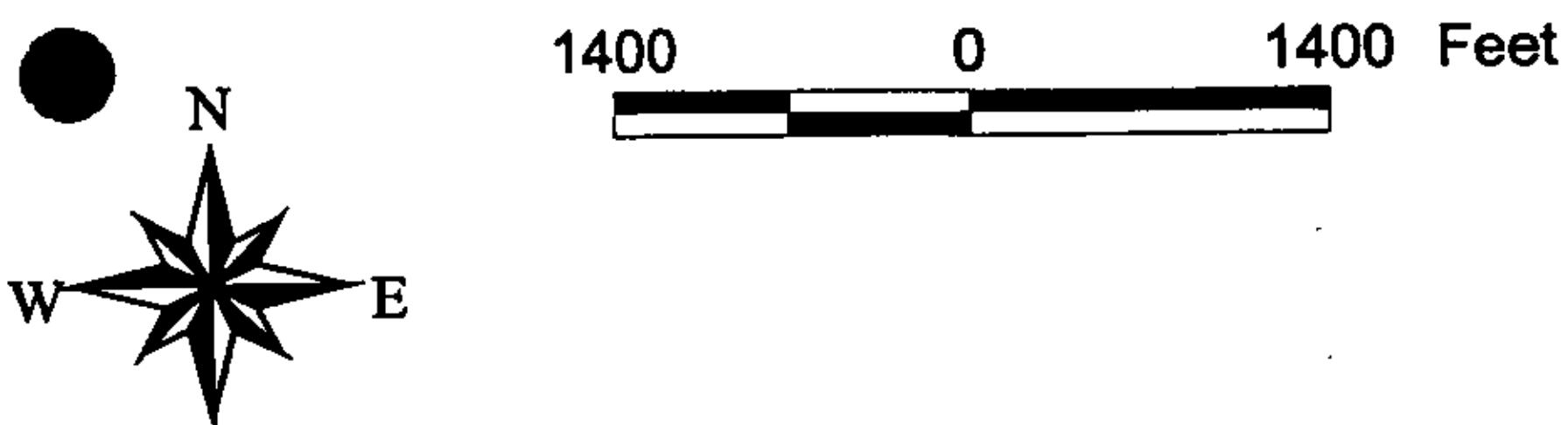
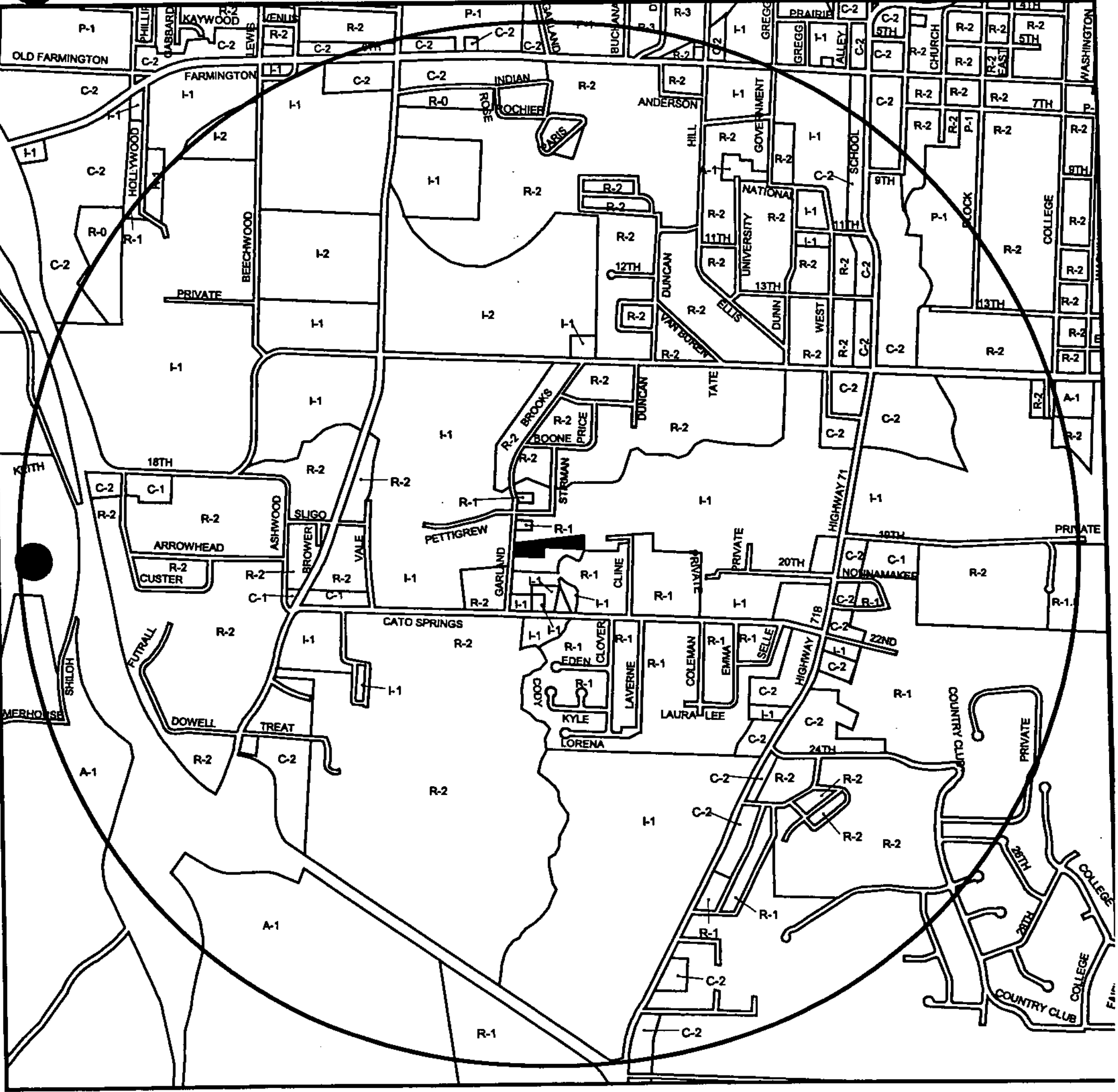


F:\Vogels\schader

100 0 100 Feet



RZ99-30.00 - Schader - One Mile Diameter



RECEIVED

BID WAIVER
C.2. Page 1

STAFF REVIEW FORM

OCT 15 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of November 2, 1999

FROM:

W.A.Oestreich

Fleet Operations

Administrative Services

Name

Division

Department

ACTION REQUIRED:

Approval of an Ordinance providing for a Bid Waiver to purchase H.D. Cab & Chassis and Compartmentalized Body for use in the Curbside Sort Recycle Program from SAC Recycling System, 25 Bidwell Rd., South Windsor, CT 06074 (Vendor 6731)

COST TO CITY:

Cost: \$ 330,000 Trade Allowance: _____ Net Cost: \$ 330,000

Annual needs as reflected

\$ 330,000 \$ 798,866.00 Repl/Exp Sanitation Veh./Equip.

Cost of this Request

Category/Project Budget

Category/Project Name

9700-1920-5802.00

\$ 224,163.00

Vehicles & Equipment

Account Number

Funds Used To Date

Program Name

98067

\$ 574,703

Shop

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

XX Budgeted Item

Budget Adjustment Attached

[Signature]

[Signature]

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
Accounting Manager

10-15-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

10-15-99
Date

Yolanda Hulse
Internal Auditor

10-15-99
Date

[Signature]
Purchasing Officer

10-15-99
Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance.

[Signature]

10.14.99
Date

Division Head

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Bid Waiver

Meeting Date: November 2, 1999

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

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: October 13, 1999

SUBJECT: **Bid Waiver for the purchase of Compartmentalized Curbside Sort Recycle Vehicles for utilization in the Recycling Program.**

Attached is a proposed Ordinance providing for a Bid Waiver to purchase Compartmentalized Curbside Sort Recycle Vehicles for use in the City of Fayetteville Recycling Program. The current program has proven to be popular with a participation rate which is taxing the ability of the present workforce utilizing the fleet now on hand. In order to provide the service that was originally intended it is now necessary to add to the existing fleet.

It has been determined that the need exists to provide 8 full time routes to properly maintain the program at the expected rate. We currently have 6 complete units in operation which has handled the needs in a proper manner. The purchase of 3 additional units will provide necessary coverage for the anticipated routes and include a back up whenever a route vehicle is placed out of service due to mechanical needs or accident damage.

Due to the ability of the City to acquire completed units from SAC Recycling System of South Windsor, Connecticut, in a timely fashion at a good competitive price, it would be to our advantage to exercise the ability to purchase 3 units at the current time for delivery shortly after the first of the year. This eliminates the need to extend the time frame due to bidding requirements and further delay waiting for vehicle production. By utilizing this option, we could be saving as much as 6 months delay in placing units into operation.

Due to the fact that SAC currently has on hand chassis that are compatible with the units currently in service, delivery time will be cut substantially. Procurement of these units in that time frame will allow us to gain a much more desirable routing and efficiency of the units in operation.

The Replacement/Expansion Solid Waste Equipment - Project 98067 currently has a balance of \$574,703.00 budgeted for the calendar year 1999. Utilization of \$330,000.00

for this request will allow a balance of \$244,703.00 available for addition equipment.

This request is based on a maximum of \$110,000.00 per unit with the final dollar amount to be negotiated to include the addition of an air conditioner and grade retarder.

Upon approval of a Bid Waiver, a selection committee consisting of myself, Willie Newman, and Kevin Crosson will recommend purchase of the units currently available from SAC Recycling System to the Equipment Committee and Mayor Hanna.

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Maintenance Supervisor

Thru: Charles Venable, Public Works Director
Kevin Crosson, Administrative Services Director

From: Willie Newman, Waste Reduction Coordinator *WEN*

Date: September 15, 1999

Re: Bid Waiver for New Curbside Recycling Vehicles

With the astounding success of our curbside recycling program and the pending implementation of volume based sanitation rates, staff has requested two additional curbside recycling vehicles through the CIP process. In order to minimize the delivery schedule surrounding this request, I have made inquiries to SAC Recycling as to delivery of vehicles. They informed me that they have seven International cab and chassis on their lot ready for the body to be constructed and mounted and could be delivered by the end of the year.

The cab and chassis that SAC Recycling have on hand are identical to the one International recycling vehicle we are currently using. The International recycling vehicle is ideal for our curbside recycling program. The International has a proven track record in numerous other communities, as well as our own, using the curbside sort collection method. We have five Mack trucks which we use in this program and have had numerous problems keeping them running and have limited maneuverability compared to the International.

In an effort to support our program and maintain a strong working relationship, SAC Recycling has offered to keep the purchase price the same as our previous purchase and deliver these new vehicles by the end of the year. I am requesting that we obtain a bid waiver from the City Council and proceed with the purchase of two International recycling vehicles. The specifications for the International cab and chassis are attached. If you should have any further questions, please contact me at extension 497.

MODEL PROFILE
2000 - 4700 LP 4x2

DIMENSION: Wheelbase 236" Cab to Axle 168" Axle to Frame 97"

ENGINE, DIESEL: {International DT 466E HEUI Electronic} 49 State 190 HP @ 2300/2600 RPM, 485 lb-ft Torque @ 1500 RPM, 2600 RPM Governed Speed

TRANSMISSION, AUTOMATIC: {Allison AT-545} 4-Speed; Includes TC-290 Torque Converter, PTO Gear and Transmission Oil Filter; and Less Retarder

AXLE, FRONT, I-BEAM TYPE: {International I-80S} 8,000-lb Capacity

AXLE, REAR, SINGLE: {International N-175} Single Reduction, 17,500-lb Capacity With 190 Wheel Ends
Gear Ratio: 4.10

CAB: Conventional, Steel, 80" Wide

TIRE, FRONT: (2) 245/75R22.5 UNISTEEL G159 (GOODYEAR) 561 rev/mile, load range G, 14 ply

TIRE, REAR: (4) 245/75R22.5 UNISTEEL G124 (GOODYEAR) 557 rev/mile, load range G, 14 ply

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
SH47540	BASE CHASSIS, Model 4700 LP 4X2 with 236.0" Wheelbase, 168.0" Cab to Axle and 97.0" Axle to frame
01AEJ	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312"; 236" WB
01LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
02ADB	AXLE, FRONT, I-BEAM TYPE (International I-80S) 8,000-lb Capacity
03ADA	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 8,000-lb Capacity; With Shock Absorbers INCLUDES: : SPRING PINS 1" Diameter Bolt and Nut Type
04091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications INCLUDES: : BRAKE CHAMBERS, SPRING (2) Rear Parking : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : AIR COMPRESSOR AIR SUPPLY LINE Through Air Cleaner : BRAKE LINES Color Coded Nylon : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : DRAIN VALVE Twist-Type : INVERSION VALVE and Double Check Valve
04174	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 16 Sq. In. Brake Chambers
04273	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30 Sq. In. MGM Spring Actuated Parking Brake Chambers
04AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
04SBC	AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM INCLUDES: : GAUGE, AIR PRESSURE Dual
05AAA	STEERING COLUMN Stationary
05CAL	STEERING WHEEL 2-Spoke, Black; 18" Diam.
05PRG	STEERING GEAR (Ross TAS-40) Power
07AAY	EXHAUST SYSTEM Single, Horizontal Muffler and Short Tail Pipe, Aluminized Steel; Frame Mounted Right Side
08000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment INCLUDES: : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Self-Cancelling with Integral Hazard Switch

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	State 190 HP @ 2300/2600 RPM, 485 lb-ft Torque @ 1500 RPM, 2600 RPM Governed Speed INCLUDES: : GLOW PLUG Automatic with Light : FUEL FILTER Engine Mounted : STARTING MOTOR 37MT : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted : AIR CLEANER with Vacuator : ENGINE SHUTDOWN Electric, Key Operated : ENGINE OIL DRAIN PLUG Magnetic : OIL FILTER, ENGINE Spin-On Type : WATER FILTER Engine Mounted
12TSG	FAN DRIVE {Schwitzer DD-26} Viscous
12UGM	GOVERNOR Electronic Road Speed Type; With 62 MPH Default; Not With Bus
12UGN	THROTTLE, HAND CONTROL Electronic
12UUZ	RADIATOR Welded, Down Flow, Parallel System, 381 SqIn Area and 304 SqIn Charge Air Cooler, INCLUDES: : ANTI-FREEZE -20F (-29C) : DEAERATION SYSTEM with Remote-Mounted Surge Tank and Sight Glass : RADIATOR HOSES Premium, Rubber
12UXB	FEDERAL EMISSIONS for 1998 Mid Range International T444E, DT466E ST, DT466E HT and 530 MRD Engines With #2 Bell Housing
12VVN	CRUISE CONTROL Electronic
13AAD	TRANSMISSION, AUTOMATIC {Allison AT-545} 4-Speed; Includes TC-290 Torque Converter, PTO Gear and Transmission Oil Filter; and Less Retarder INCLUDES: : PTO DRIVE Gear 55 Teeth/20 Degree Pressure Angle/6 Pitch Spur Gear, Right : OIL FILTER, TRANSMISSION Remote Mounted on Rail
14ADV	AXLE, REAR, SINGLE {International N-175} Single Reduction, 17,500-lb Capacity With 190 Wheel Ends Gear Ratio: 4.10 INCLUDES: : REAR AXLE DRAIN PLUG (1) Magnetic
14SAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 18,500-lb Capacity
15SAC	FUEL TANK Top Draw; Rectangular, Steel, 50 U.S. Gal., 189 L Capacity With Center Step; 15.0" Tank Depth, Mounted Right Side, Under Cab
16030	CAB Conventional, Steel, 80" Wide INCLUDES: : ARM REST (2) Molded Plastic, Charcoal; One Each Door

VEHICLE SPECIFICATIONS
4700 LP 4x2

CODE	DESCRIPTION
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Switch : FUSES, ELECTRICAL SAE Blade-Type : HEADLIGHTS (2) Sealed Beam, 5" X 7" Rectangular : JUMP START STUD : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : STARTER SWITCH Electric Key Operated : TURN SIGNALS, FRONT Flush Mounted Include Reflectors and Auxiliary Side Turn Signals; : WIRING, CHASSIS Color Coded and Continuously Numbered : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
08540	HORN, ELECTRIC (2)
08GCT	ALTERNATOR {Delco-Remy America 22-SI} 12-Volt 130 Amp. Capacity
08MED	BATTERY SYSTEM {Fleetrite} Maintenance-Free (2) 12-Volt 1100CCA Total INCLUDES: : BATTERY BOX Steel; Mounted Left Side, Under Cab
08RDC	RADIO {Panasonic CRW200B} AM/FM Stereo, With Weather Band; 4 Channel At 15 Watts Each, With Electronic Tuning and Clock, Includes Multiple Dual-Cone Speakers INCLUDES: : SPEAKERS IN CAB (2) Dual-Cone
08WAU	WINDSHIELD WIPER SWITCH Intermittent; for Electric Wipers
08WBD	JUNCTION BLOCK In Cab, For Tail Light, Rear Turn Light and Backup Light Circuits.
08WDH	INDICATOR, LOW OIL PRESSURE / HIGH COOLANT TEMPERATURE; Light and Audible Alarm; Electronic Controlled
08XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
09107	FRONT END Tilting, Fiberglass INCLUDES: : MUD FLAPS, INTERMEDIATE MOUNT (2) : GRILLE Integral; Fiberglass Painted Hood Color
10060	PAINT SCHEMATIC Single Color, Design 100 INCLUDES: : PAINT SCHEMATIC ID LETTERS "AG"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt INCLUDES: : BLOCK HEATER SOCKET Receptacle Type
12NKB	ENGINE, DIESEL {International DT 466E HEUI Electronic} 49

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	: FLOOR COVERING Rubber, Black : INTERIOR SHEET METAL Painted, Color Based on the Window Ledge Color of the Exterior : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets and Retainer Nets and CB Radio Pocket with Cover; Pearl Gray with Black Pockets : COAT HANGER Located in Cab : ASH TRAY Instrument Panel Mounted : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16CCB	COLOR, INTERIOR Pearl Gray
16GAC	MIRRORS (2) Rectangular, West Coast Type, Aluminum Heads and Brackets, 16" x 7" Size with 102" Wide Spacing, Satin Anodized Finish, With Heating Elements.
16HAA	GAUGE CLUSTER English with English Electronic Speedometer and with Tachometer for Air Brake Chassis INCLUDES: : GAUGE, ENGINE OIL PRESSURE Electronic : GAUGE, WATER TEMPERATURE Electronic : VOLTMETER
16JBS	SEAT, DRIVER (International) Non-Suspension, Low Back, Vinyl, Folding Back With Storage Pocket INCLUDES: : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16WKA	HEATER (International Blend-Air) With Defroster INCLUDES: : HEATER HOSES Premium
16WRA	CAB INTERIOR TRIM Vocational INCLUDES: : STORAGE POCKET, DOOR Metal, Charcoal, Full-Length; Driver Door : "A" PILLAR COVER Molded Plastic, Pearl Gray : HEADLINER Vinyl : INSTRUMENT PANEL TRIM Molded Plastic, Pearl Gray Upper, Black Lower with Cup Holder Molded into the Upper Area of the Instrument Panel Cover : DOME LIGHT, CAB Rectangular Center Mounted with Integral Swiveling Map Light, Door Activated; : SUN VISOR (2) Padded Vinyl with Toll Ticket Strap : CAB INTERIOR TRIM PANELS Vinyl, Half-Height : DOOR TRIM PANELS Painted Metal
16ZAA	ACCESS, CAB Driver & Passenger Sides INCLUDES: : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : STEP (2) One on Each Side : GRAB HANDLE (2) Exterior, "B" Pillar Mounted, One Each Side
27DNS	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC)

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	Hub Piloted, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs. INCLUDES: : WHEEL SEALS, FRONT Grease Lubricated, Includes Wheel Bearings : PAINT IDENTITY, FRONT WHEELS White
28DNS	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs INCLUDES: : WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings : PAINT IDENTITY, REAR WHEELS White
7702600179	TIRE, FRONT (2) 245/75R22.5 UNISTEEL G159 (GOODYEAR) 561 rev/mile, load range G, 14 ply
7702600192	TIRE, REAR (4) 245/75R22.5 UNISTEEL G124 (GOODYEAR) 557 rev/mile, load range G, 14 ply
804WCX	PARKING BRAKE CONTROL For Automatic Actuation; Use With Allison AT-542/545 Transmission With Dual Neutral and With Air Brakes
013AAL	TRANSMISSION SHIFT CONTROL With Park Position; For Allison AT-542/545 Transmission With Dual Neutral Positions; Less Steering Column Mount
	CAB SCHEMATIC 100AG 9219 WHITE

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Steve Davis, Budget & Research

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 13, 1999

SUBJECT: **PROPOSED CHARGES FOR NEW EQUIPMENT**

Reference your request for proposed charges on equipment prior to purchase, the following is provided for your information:

Curbside sort Recycle Truck

Replacement per month:	\$1,397.92
Maint. & Overhead per month:	\$ 906.36
Replacement per mile:	\$ 1.40
Maint. & Overhead per hour:	\$ 1.41

Minimum Monthly Charge: \$2,304.28

If you have any questions or comments, please contact me at extension 494.

Orig Contract Date:

STAFF REVIEW FORM

Description Serenity Way Cost Share Meeting Date November 2, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Mr. Fred Hanna, Mayor

Thru: Charles Venable, PW Director *Cal*

Don Bunn, Asst. PW. Director

Jim Beavers, City Engineer *Jim B*

From: Ron Petrie, Staff Engineer *RSP*

Date: October 7, 1999

Re: Agenda Request - City Council Meeting on November 2, 1999

Proposed Budget Adjustment, Bid Waiver, and Cost-Share in the amount of \$80,477.00 with the developers of Serenity Place PUD for the construction of Serenity Way.

The Preliminary Plat for the Serenity Place PUD was approved by the Planning Commission on May 13, 1998. The approval included constructing Serenity Way as a collector street in conformance with the Master Street Plan. The approval also stated that "... the construction of Serenity Way as a collector is subject to the City Council approving a cost share agreement with Prestige Properties Development, Inc. If such agreement were to fail, the developer must construct Serenity Way as a 28' residential street."

Therefore, the City is requested to pay the difference to construct Serenity Way to collector street standards (36' in width) in lieu of a local street (28' in width). Engineering Services Incorporated have estimated these costs as follows:

City	\$ 80,477.00
Developer	\$143,258.25
Total	\$223,735.25

Based upon the information provided by the Budget & Research Division, there is a remaining balance of \$73,000.00 in the Street Improvements Cost Share Account. A Budget Adjustment of \$7,477.00 is attached recommending funding of the cost share.

SERENITY PLACE

C. 3. Page 4

Mr. Fred Hanna, Mayor

October 7, 1999

Page Two (2)

The final costs to the City will be based upon actual costs as documented by Engineering Services Incorporated subject to review by the City and may, or may not exceed the Engineer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

Budget Adjustment

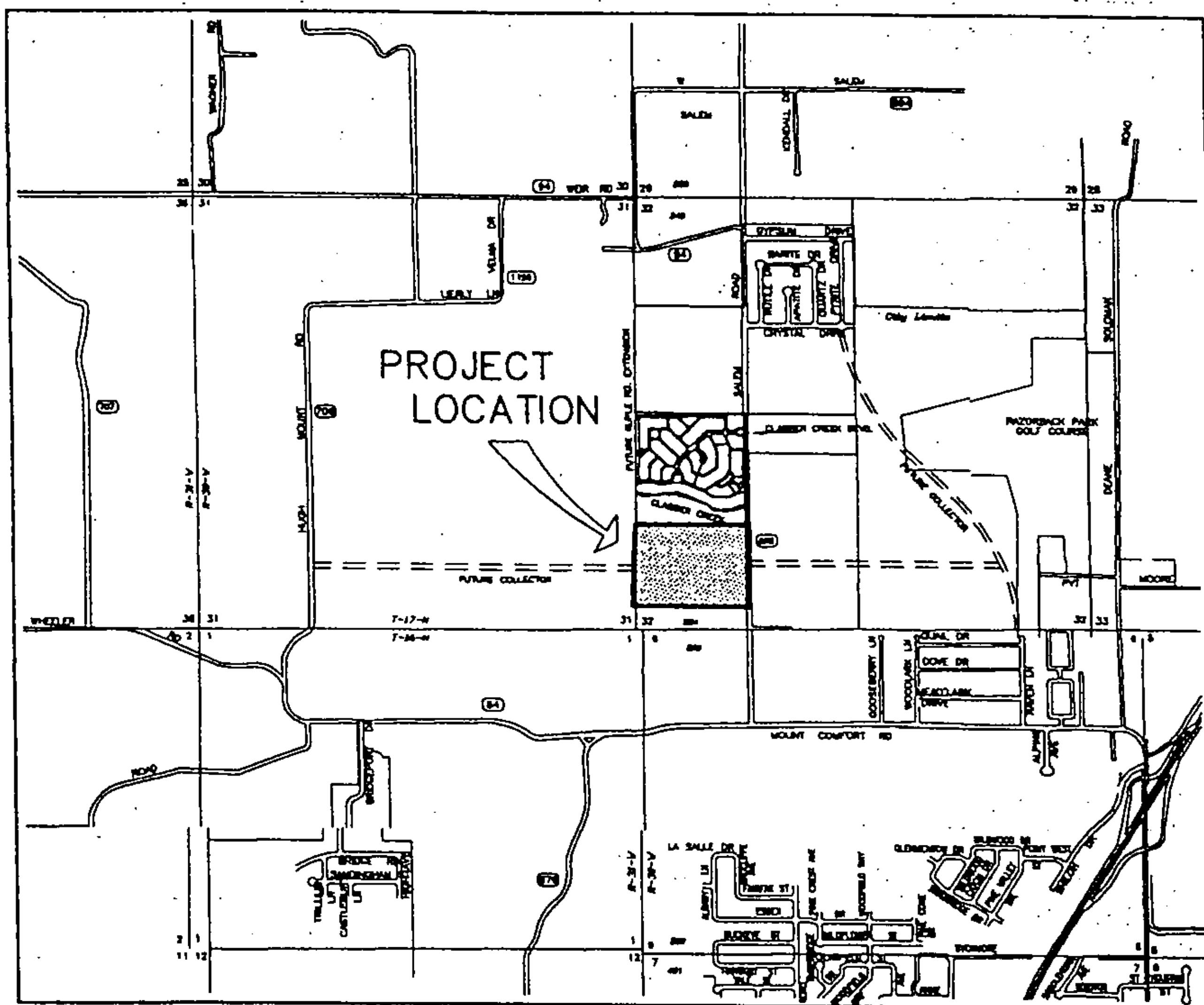
Vicinity Map

Construction Drawing

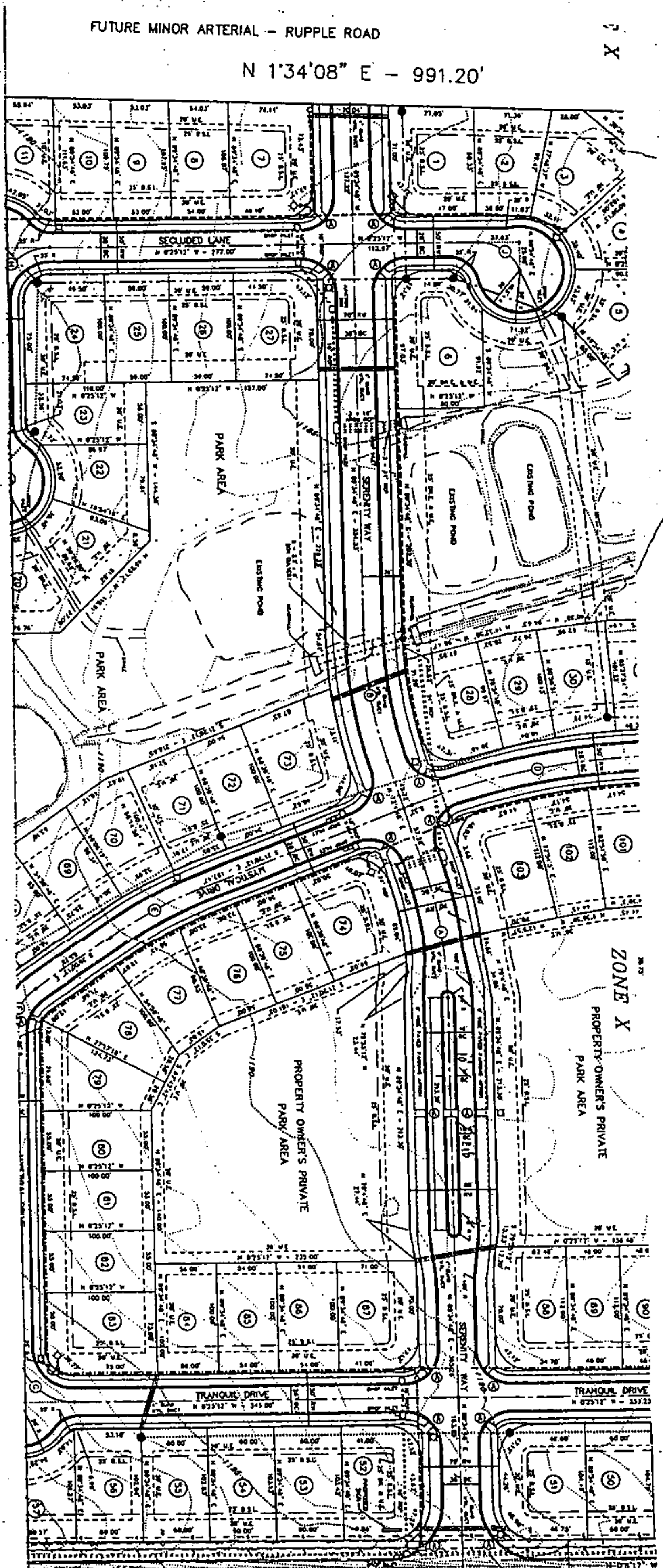
Cost Estimate from ESI

Cost-Share Agreement with Prestige Properties

Purchase Requisition



VICINITY MAP



**ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE CONSTRUCTION COSTS
SERENITY WAY - SERENITY PLACE SUBDIVISION
FAYETTEVILLE, ARKANSAS - REVISED OCTOBER 6, 1999**

SERENITY WAY AS A COLLECTOR:

Item	Quantity	Description	Unit Price	Total Amount
1	2,450 C.Y.	Excavation & Grading	5.25	12,862.50
2	2,450 C.Y.	Top Soil Stripping & Stockpiling	3.00	7,350.00
3	5,025 S.Y.	Lime Stabilization (10" Depth)	6.50	32,662.50
4	5,025 S.Y.	Asphalt (4" Binder)	8.50	42,712.50
5	5,025 S.Y.	Asphalt (2" Surface)	4.45	22,361.25
6	6,275 S.Y.	Class 7 Base Material (6" Thick)	3.86	24,221.50
7	2,890 L.F.	Curb & Gutter	8.50	24,565.00
8	2,300 L.F.	Sidewalk (6')	15.00	34,500.00
9	1 L.S.	Bonds	2,500.00	2,500.00
TOTAL STREET IMPROVEMENTS				<u>\$203,735.25</u>
CONSTRUCTION CONTINGENCY				\$20,000.00
TOTAL AS COLLECTOR				<u>\$223,735.25</u>

SERENITY WAY AS A LOCAL STREET:

Item	Quantity	Description	Unit Price	Total Amount
1	2,100 C.Y.	Excavation & Grading	5.25	11,025.00
2	1,950 C.Y.	Top Soil Stripping & Stockpiling	3.00	5,850.00
3	3,775 S.Y.	Lime Stabilization (10" Depth)	6.50	24,537.50
4	3,775 S.Y.	Asphalt (3" Surface)	6.68	25,217.00
5	3,775 S.Y.	Class 7 Base Material (8" Thick)	5.15	19,441.25
6	2,875 L.F.	Curb & Gutter	6.50	18,687.50
7	2,300 L.F.	Sidewalk (4')	10.00	23,000.00
8	1 L.S.	Bonds	1,500.00	1,500.00
TOTAL STREET IMPROVEMENTS				<u>\$129,258.25</u>
CONSTRUCTION CONTINGENCY				\$14,000.00
TOTAL AS LOCAL STREET				<u>\$143,258.25</u>
DIFFERENCE				\$80,477.00

THE CITY OF FAYETTEVILLE, ARKANSAS

October 7, 1999

Mr. Tim Reynolds
Prestige Properties Development and Construction
P.O. Box 1766
Fayetteville, Arkansas 72702

Re: Proposed cost-share for Serenity Way from a "Local" 28 ft. street to a "Collector" 36 ft. street within the Serenity Place PUD Subdivision.

Dear Sir,

This letter shall serve as the formal agreement to be presented to the City Council for consideration for the City of Fayetteville to participate in a cost share to pay for the difference in actual construction costs only to construct Serenity Way as a collector street in lieu of a local 28 ft. street and in accordance with the Master Street Plan and the conditions of approval from the Planning Commission on May 11, 1998.

As designed by your engineer, ESI, Serenity Way extends approximately 1,350 feet west of Salem Road to a proposed intersection with Ruppel Road extension as planned by the City.

Your engineer, ESI, by facsimile memo dated August 30, 1999 has estimated the costs of Serenity as a local street at \$143,258.25 and as a collector street at \$223,735.25. The estimated difference is \$80,477.00

The agenda request proposed to forward to the City Council for consideration is based upon the estimated difference of \$80,477.00 as furnished by your engineer.

If the cost-share is approved by the Mayor and the City Council, the City agrees to pay the actual and verified construction (only) cost difference to construct Serenity way as a collector in lieu of a local street up to a maximum cost of \$80,477.00 as estimated by your engineer.

If your future and actual bid prices exceed the estimate furnished by your engineer, then the cost-share agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction.

If the Mayor and/or City Council do not agree with the requested cost-share then you will only be required to construct Serenity as a local street, yet dedicate the right-of-way for a future collector street.

Mr. Tim Reynolds/Prestige Properties and your contractor further agree to construct the public improvements, including the street construction, in compliance with all City Standards and regulations. Mr. Tim Reynolds/Prestige Properties and your engineer, ESI, further agree to provide the necessary and normal design, project management, inspection and testing as necessary for a complete and accepted public street.

It is understood that the contract for construction is between Mr. Tim Reynolds/Prestige Properties and your contractor and that the City has no contractual obligation with your contractor. The City's only obligation shall be to participate in a cost share not-to-exceed \$80,477.00 based upon actual construction (only) costs (without reevaluation and re-approval by the Mayor and/or City Council).

It is further understood that upon final acceptance of the new City street, Mr. Tim Reynolds/Prestige Properties will provide to the City a copy of the invoices, quantities and records from your contractor and/or engineer and also a completed lien waiver executed by your contractor. The City will strive to make payment to Mr. Tim Reynolds/Prestige Properties within thirty (30) days after receipt of the invoices but cannot guarantee the thirty day schedule.

Please note: This is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by you. **Do not** proceed with the proposed street construction unless/until the proposed cost share is approved by the City Council and a copy signed by the Mayor is furnished to you.

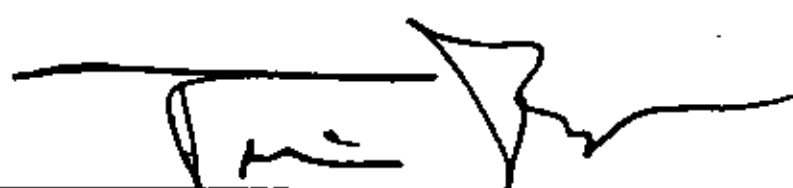
If you agree with these provisions please sign the three original letters in the space provided and return all three to me. I will proceed to schedule this on the next available City Council Agenda. Should you need any additional information please call me at 575-8208.

Thank you,

Jim Beavers, P.E.
City Engineer

Approved City of Fayetteville
Fred Hanna, Mayor

certified mail



Tim Reynolds
Prestige Properties Development and
Construction

THE CITY OF FAYETTEVILLE, ARKANSAS

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Fred Hanna, Mayor

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Tim Reynolds
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THE CITY OF FAYETTEVILLE, ARKANSAS

October 7, 1999

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If your future and actual bid prices exceed the estimate furnished by your engineer, then the cost-share agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction.

If the Mayor and/or City Council do not agree with the requested cost-share then you will only be required to construct Serenity as a local street, yet dedicate the right-of-way for a future collector street.

Mr. Tim Reynolds/Prestige Properties and your contractor further agree to construct the public improvements, including the street construction, in compliance with all City Standards and regulations. Mr. Tim Reynolds/Prestige Properties and your engineer, ESI, further agree to provide the necessary and normal design, project management, inspection and testing as necessary for a complete and accepted public street.

It is understood that the contract for construction is between Mr. Tim Reynolds/Prestige Properties and your contractor and that the City has no contractual obligation with your contractor. The City's only obligation shall be to participate in a cost share not-to-exceed \$80,477.00 based upon actual construction (only) costs (without reevaluation and re-approval by the Mayor and/or City Council).

It is further understood that upon final acceptance of the new City street, Mr. Tim Reynolds/Prestige Properties will provide to the City a copy of the invoices, quantities and records from your contractor and/or engineer and also a completed lien waiver executed by your contractor. The City will strive to make payment to Mr. Tim Reynolds/Prestige Properties within thirty (30) days after receipt of the invoices but cannot guarantee the thirty day schedule.

Please note: This is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by you. **Do not** proceed with the proposed street construction unless/until the proposed cost share is approved by the City Council and a copy signed by the Mayor is furnished to you.

If you agree with these provisions please sign the three original letters in the space provided and return all three to me. I will proceed to schedule this on the next available City Council Agenda. Should you need any additional information please call me at 575-8208.

Thank you,

Jim Beavers, P.E.
City Engineer

Approved City of Fayetteville
Fred Hanna, Mayor

certified mail



Tim Reynolds
Prestige Properties Development and
Construction

Budget Year 1999	Department: Public Works Division: Engineering Program: Operations & Administration	Date Requested 10/13/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
To increase the City's cost share amount by \$7,477 for Project 98033, Street ROW/Intersection/Cost Sharing and Use of Fund Balance by \$42,523.

Project or Item Deleted:
Project 96085, Cliffs to Fourth Street - Boulevard in the amount of \$50,000.

Justification of this Increase:
\$7,477 is needed to construct Serenity Way to a collector street standards in lieu of a local street.

Justification of this Decrease:
The items in Project 96085 were already covered in Project 95028, The Cliffs - Cost Sharing. The remaining amount of \$42,523 that is not needed for Project 98033 will be returned to Use of Fund Balance.

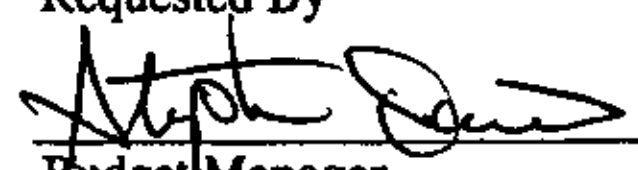
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	7,477	4470	9470	5809	00	98033	20
Use of Fund Balance	42,523	4470	0947	4999	99		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	50,000	4470	9470	5809	00	96085	20

Approval Signatures

Requested By 	Date 10/13/99
Budget Manager	Date
Department Director	Date
Admin. Services Director	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					

Blue Copy: Budget & Research / Yellow Copy: Requester

REQUEST FOR VENDOR FILE MAINTENANCE

CHECK ALL AVAILABLE RESOURCES PRIOR TO SUBMISSION OF THIS REQUEST:
VENDOR LIST OR ACCESS THE SYSTEM

DATE OF REQUEST: 10-11-99 REQUESTED BY: Mary Alice Berry
DEPT/DIVISION: PW/Engr. EFFECTIVE DATE: ASAP
TELEPHONE EXTENSION: 206

TYPE OF SERVICE REQUESTED:

NEW VENDOR: X VENDOR CHANGE: VENDOR RE-ENTRY:

VENDOR # VENDOR #

VENDOR NAME: Prestige Properties Development and Construction

STREET OR P.O. BOX: PO Box 1766

CITY: Fayetteville

STATE: AR ZIP CODE: 72702

ATTN: Tim Reynolds PHONE: 587-0533

REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE: 530-2984 Mobile

FEDERAL ID NUMBER: 71-0786241 TYPE OF ORGANIZATION
OR
SOCIAL SECURITY NUMBER: CORPORATION (100): X
PARTNERSHIP (200):
INDIVIDUAL (300):
EMPLOYEE (400):
PENSION (500):
RECIPIENT

PURCHASING OFFICE USE ONLY

NEW VENDOR: ENTERED BY:
VENDOR CHANGES: : DATE:
VENDOR RE-ENTRY: G L FILE:
INVENTORY FILE:

RECEIVED

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW.

OCT 07 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE*November 2*

For the Fayetteville City Council meeting of ~~October 19~~, 1999
 FROM:

Eric Schuldt
 Name

Public Works
 Division

Parks and Recreation
 Department

ACTION REQUIRED:

Approval of amendment to the Park Land Ordinance.

COST TO CITY:

Cost of this Request

\$ _____

Category/Project Budget

Category/Project Name

Account Number

\$ _____

Funds Used To Date

Program Name

Project Number

\$ _____

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Stephen D. Davis
 Budget Coordinator

Kevin D. Carson
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Kramer
 Accounting Manager

9-28-99
 Date

ADA Coordinator

Date

Anthony J. [Signature]
 City Attorney

9-28-99
 Date

Yolanda Fields
 Internal Auditor

9-28-99
 Date

P. Vice
 Purchasing Officer

9-29-99
 Date

STAFF RECOMMENDATION:

Approval of revised Park Land Ordinance fees

Connie [Signature]
 Division Head

9-28-99
 Date

Charles [Signature]
 Department Director

9-29-99
 Date

Kevin D. Carson
 Administrative Services Director

7 OCT 99
 Date

Paul [Signature]
 Mayor

10/27/99
 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Mayor Hanna and City Council

Thru: Charles Venable, Public Works Director *CV*

From: Connie Edmonston, Parks & Recreation Superintendent *CE*
Eric J. Schuldt, Parks Development Coordinator *EJS*

Date: September 27, 1999

Re: Amendment to the Park Land Dedication Ordinance

The Parks staff and the Parks and Recreation Advisory Board requests approval of an amendment to the Park Land Dedication Ordinance. Fayetteville's Park Land Dedication Ordinance was adopted on January 20, 1981. In the past 18 years, this ordinance has enabled the City of Fayetteville to acquire 16 parks which total 96.24 acres and over \$885,000.

This money in lieu fee is based on the average cost per acre of land in Fayetteville. In 1997, the formula was updated to the average cost per acre of \$15,000. Today, the average cost per acre is \$18,750. The new average was derived from the following sources:

Troy Belote - Appraiser	\$15,000 - \$25,000 per acre
The Real Estate Consultants	\$10,000 - \$20,000 per acre
George Fawcett	\$20,000 - \$25,000 per acre
Jim Lindsey & Associates	\$15,000 - \$20,000 per acre

Please note the range in the cost per acre. This is a reflection of the property location. The average cost was \$18,750, which computes to a 25 percent increase from the current average. This proposed 25 percent increase in 1999 is similar to the increase that took place in 1994 and 1997. In 1994, there was a 33 percent increase and a 25 percent increase in 1997.

The proposed fees are as follows:

	<u>Current Fees</u>	<u>Proposed Fees</u>
Single Family Units:	\$375	\$470
Multi Family Units:	\$300	\$375
Mobile Home Units:	\$225	\$280

The Park Land Ordinance requires a review of the fees every two years. The changes in the Park Land Dedication Ordinance fees will improve the opportunity to develop existing and new parks. Please call Connie at extension 473 if you have any questions.

Attachments: Ordinance 159.30 (K)
PRAB Meeting Minutes - October 4, 1999

ORDINANCE NO. 4068

AN ORDINANCE AMENDING SECTION 159.30(K), REQUIRED DEDICATION OF LAND FOR PUBLIC PARK SITES, SUBSECTION (1)(g), OF THE CODE OF FAYETTEVILLE TO INCREASE THE CONTRIBUTION FORMULA TO REFLECT AN INCREASE IN THE AVERAGE MARKET PRICE.

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

Section 1. That §159.30 (K), Required Dedication of Land for Public Park Sites, Subsection (1)(g), of the Code of Fayetteville, shall be deleted and the following inserted in its stead:

§159.30(K) Required Dedication of Land for Public Park Sites.

(1)(g) A contribution in lieu of land dedication shall be made according to the following formula: \$375 for each single-family unit, \$300 for each multifamily unit, and \$225 for each mobile home unit permitted within the subdivision under the City's zoning regulations. The Parks Department shall review the contribution formula every two (2) years and make a recommendation to the City Council following such review.

PASSED AND APPROVED this 4th day of November, 1997.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk



5. Amendment to the Park Land Ordinance:

The Park Land Dedication Ordinance requires a review of the fees every two years. Fayetteville's Park Land Ordinance was adopted on January 20, 1981. In the past 18 years, this ordinance has enabled the City of Fayetteville to acquire 16 parks which total 96.24 acres and over \$885,000. In 1997, the formula was updated to the average cost per acre of \$15,000 [\$159.30 (K)]. Based on a survey, the average cost per acre today is \$18,750 which computes to a 25 percent increase from the current average. The proposed fees are as follows:

	<u>Current Fees</u>	<u>Proposed Fee</u>
Single Family Units:	\$375	\$470
Multi Family Units:	\$300	\$375
Mobile Home Units:	\$225	\$280

In 1994 there was a 33 percent increase and a 25 percent increase in 1997.

Discussion was held regarding the range of property values throughout the city and the formula used in the Park Land Dedication Ordinance.

MOTION:

Mr. Alexander moved to recommend to City Council approval of the Amendment to the Park Land Ordinance as presented.

Mr. Stockland seconded the motion.

The motion was approved 8-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL NOVEMBER 2, 1999

A meeting of the Fayetteville City Council will be held on November 2, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. ✓ **APPROVAL OF THE MINUTES:** Approval of the minutes of the October 19, 1999 City Council meeting.
2. ✓ **BID 99-76:** A resolution accepting Williams Ford Tractor as the lowest qualified bidder for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76. These unites will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.
3. ✓ **MAINTENANCE BUILDING:** A resolution approving a engineering services contract with McClelland Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building and budget adjustment in the amount of \$25,567.
4. ✓ **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with Community Access Television for public access television services.
5. ✓ **BLUE CROSS/ BLUE SHIELD:** A resolution renewing the Blue Cross Blue Shield contract for policy year 1/1/2000 through 12/31/2000 and increase employer contribution to cover escrow account differential.
6. ✓ **FIXED ASSETS POLICY CHANGE:** A resolution approving a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased under the \$5,000 amount are now considered minor equipment. Approval of a budget adjustment is required to recognize the budget impact for 1999.

*Remove
from
Consent*

7. *HAWNA - LEASE.*

B. OLD BUSINESS

- Remove from agenda place on next agenda.*
1. **RZ 99-28.00:** An ordinance approving rezoning request RZ 99-28 submitted by Michele Harrington on behalf of William M. Weatherford and Larry and Brenda Swain for property located at 2200 and 2201 W. Deane Street. The property is zoned R-1, Low Density Residential and contains approximately 11.64 acres. The request is to rezone the property to R-2, Medium Density Residential. This item was left on the second reading.
 2. ✓ **CAPITAL IMPROVEMENTS:** A resolution approving the ~~200~~²⁰⁰-2004 Capital Improvement Program. This is a planning document; any funding will be submitted with the 2000 Operating Budget.
 3. ✓ **RZ 99-29 PLANNING COMMISSION APPEAL:** An ordinance approving rezoning request RZ 99-29.00. The request is to rezone approximately 1.0 acres of land located along Sycamore Street from R-1, Low Density Residential, to R-1.5, Moderate Density Residential, to allow the development of an upper-scale 6 unit residential Planned Unit Development. The ordinance was left on the first reading.

C. NEW BUSINESS

1. ✓ **RZ 99-30.00:** An ordinance approving rezoning request RZ 99-30 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.
2. ✓ **BID WAIVER:** An ordinance approving a bid waiver to purchase H. D. cab and chassis and compartmentalized body for use in the Curbside Sort Recycle Program from SAC Recycling System. *heavy duty.*
3. ✓ **SERENITY PLACE BID WAIVER:** An ordinance approving a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.
4. ✓ **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.

5) VA 99-14.00 - CANDLEWOOD.

6) multi use trails - petition. presentation & discussion.

FAYETTEVILLE

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4. **PARK LAND DEDICATION ORDINANCE:** An ordinance amending the Park Land Dedication Ordinance increasing fees an average of 25% to reflect current market value.

RECEIVED

BID 99-76
A. 2. Page 1

STAFF REVIEW FORM

OCT 15 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of November 2, 1999

FROM:

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

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications for the purchase of the Tractor/Backhoe/Loaders per Bid 99-76, Item #1 with acceptance of the trade offer for Items #2, #3, #4, & #5. The vendor for this purchase will be Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #12860) These units will be utilized by the City of Fayetteville Water/Sewer Maintenance Division and Street Maintenance Division.

COST TO CITY:

Cost: \$ 229,996.00 Trade Allowance: <\$107,000.00> Net Cost: \$ 122,996.00

\$ 122,996.00 \$ 175,000.00 Exp./Repl. Backhoe/Loader
Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ --0-- Vehicles & Equipment
Account Number Funds Used To Date Program Name

98061 \$ 175,000.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

10-15-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

10-15-99
Date

[Signature]
Internal Auditor

10-15-99
Date

[Signature]
Purchasing Officer

10-15-99
Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-76 with the Authorization to Purchase Item #1 and the acceptance of trade offers of Items #2, #3, #4, and #5.

[Signature]
Division Head

10.14.99
Date

Cross Reference

[Signature]
Department Director
Administrative Services Director

15 OCT 99
Date

New Item: **Yes No**

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Bid 99-76

Meeting Date: November 2, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

BID: 99-76
DATE: 10/05/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: TRACTOR/BACKHOE/LOADER WITH SALE/TRADE

BID 99-76
A. 2. Page 3

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
SCOTT CONST						
Case 580 Super L del-60 day	\$62,890.00 ea \$251,560.00 tot	\$14,500.00	\$14,500.00	\$18,150.00	\$18,150.00	\$250.00
E A MARTIN						
Catapillar 426C del-8/10 weeks	\$67,625.00 ea \$270,500.00 tot	\$17,500.00 trade only	\$17,500.00 trade only	\$19,500.00 trade only	\$19,500.00 trade only	NO BID
CAREY WILLIAMS						
	NO BID	NO BID	NO BID	NO BID	NO BID	\$40.00
WILLIAMS FORD						
New Holland 575E del-60 days	\$57,499.00 \$229,996.00	\$25,000.00	\$25,500.00	\$28,000.00	\$28,500.00	\$10.00
WARRIOR OF ARK						
John Deere 310 SE del 25/60 days	\$61,497.00 \$245,988.00	\$15,200.00	\$15,200.00	\$20,200.00	\$20,200.00	NO BID
TRAKSAN						
JCB 215E del 90 days	\$59,565.00 \$238,260.00	\$12,750.00 trade only	\$15,500.00 trade only	\$16,000.00 trade only	\$14,000.00 trade only	\$200.00 trade only
DIXIE SURPLUS						
	NO BID	\$13,668.00	\$13,668.00	\$16,378.00	\$16,768.00	NO BID

Certified by P. Vico
P Vice Purch Mgr

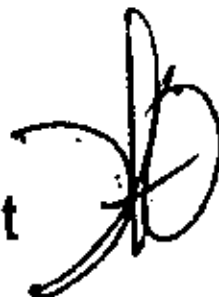
Witness P. Williams Date 10/5/99

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: October 11, 1999

SUBJECT: BID AWARD RECOMMENDATION 99-76
Project #98061

Attached is the Agenda Request for the Award of Bid 99-76 to the lowest qualified bidder meeting specifications for the Diesel Powered Four Wheel Drive Tractor Backhoe Loaders scheduled for replacement equipment for utilization in the Water/Sewer Maintenance Division and the Street Maintenance Division. The Vendor for this purchase will be Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702, Vendor #12860. These are budgeted items for the calendar year 1999.

The Bid Tabulation Sheet dated October 4, 1999, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Water/Sewer Maintenance Division, Street Maintenance Division, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. Tractor/Backhoe/Loader

**

Williams Ford Tractor

1999 New Holland 575-E at \$57,499.00. This bid was

accepted due to the compliance with Specifications without variances and should provide units that will to be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS 4 COMPLETE UNITS:

ITEM 1.	Williams Ford Tractor	
	4 units at \$57,499.00	\$229,996.00

LESS TRADE ALLOWANCES AS FOLLOWS:

ITEM 2.	Unit 618-1992 Ford 555C--CREDIT	<\$25,000.00>
ITEM 3.	Unit 619-1992 Ford 555C--CREDIT	<\$25,500.00>
ITEM 4.	Unit 624-1993 Ford 575D--CREDIT	<\$28,000.00>
ITEM 5.	Unit 625-1993 Ford 575D--CREDIT	<\$28,500.00>

TOTAL CREDIT	<\$107,000.00>
--------------	----------------

<u>TOTAL BID AWARD:</u>	<u>\$122,996.00</u>
--------------------------------	----------------------------

The budgeted amount for these items is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Tractor/Backhoe/Loader, 9700-1920-5802.00 Project 98061. With the purchase of these units at \$122,996.00 a balance of \$52,004.00 remains.

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS

501-444-3494

INVITATION TO BID

BID #: 99-76

DATE ISSUED: September 17, 1999

DATE & TIME OF OPENING: October 5, 1999 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:	*TOTAL
1.	Heavy Duty Tractor-Back Hoe-Loader per Item #1 of Specifications Attached	4	\$ _____	\$ _____

***GUARANTEED DELIVERY SCHEDULE:** _____

ITEMS 2, 3, 4, 5 & 6 ARE OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

- | | | |
|----|--|----------|
| 2. | 1992 Ford 555C Tractor-
Back Hoe-Loader
VIN: A416836
Unit # 618 | \$ _____ |
| 3. | 1992 Ford 555C Tractor-
Back Hoe-Loader
VIN: A416896
Unit # 619 | \$ _____ |

4. 1993 Ford 575D Tractor-
Back Hoe-Loader
VIN: A422517
Unit # 624 \$ _____
5. 1993 Ford 575D Tractor-
Back Hoe-Loader
VIN: A422623
Unit # 625 \$ _____
6. 1986 Yamaha Riva
Scooter
VIN: JYA32Y005GA021383
Unit # 935 \$ _____

NOTE: ITEMS 2, 3, 4 & 5 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNITS LISTED IN ITEM #1.

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2, 3, 4 & 5**

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

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

BID 99-76
SPECIAL TERMS & CONDITIONS
ITEM #1

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

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid

Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

**ADDITIONAL TERMS AND CONDITIONS
SALE ITEMS ONLY
ITEMS # 2, 3, 4, 5 & 6**

1. All bids shall be submitted on forms provided by the City.
2. Bids received after the date and time set for receiving bids will not be considered.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.
5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. WEDNESDAY, SEPTEMBER 22, 1999 AND FRIDAY, SEPTEMBER 24, 1999 AND MONDAY, SEPTEMBER 27, 1999 THROUGH FRIDAY, OCTOBER 1, 1999.
7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

- A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.
 - B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.
9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 99 - 76

**BASIC SPECIFICATIONS
TRACTOR-BACK HOE-LOADER**

General Specification Requirements are as follows for TRACTOR-BACK HOE-LOADER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

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

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

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

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished.

Minimum Warranty period shall be no less than 1 year.

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

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

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

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

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

2. MATERIALS AND WORKMANSHIP

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

3. WARRANTY

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

4. PARTS AND SERVICE

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

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

A complete set of Parts and Service Manuals are to be provided for the unit.

ITEM 1. HEAVY DUTY FOUR WHEEL DRIVE TRACTOR-BACKHOE-LOADER

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

CAB STYLE: Safety Style Cab with Tempered Safety glass, Tinted Above Belt Line, Front & Rear Wipers, Heater/Defroster/Air Conditioner, Pressurizer, ROPS with Sound Deadening Headliner and Vinyl Trim, Rubber Floor Mat, AM/FM Radio, Cushioned Air Suspended Swivel Style Seat with Belt, Tilt Steering Wheel, External Rear View Mirrors, Steering Lock.

INSTRUMENTATION: Transmission Oil Temperature Warning Light, Alternator Warning Light, Engine Oil Pressure Warning Light, Fuel Gauge, Tachometer w/Hour Meter, Coolant Temperature Gauge.

DIESEL ENGINE: MINIMUM ONLY: TURBOCHARGED 4 CYL. 304 C.I.D. NET 85 H.P. @ 2200 R.P.M., NET 264 lb-ft Torque @1200 R.P.M., Dry Type Air Cleaner with Restriction Indicator, Centrifugal Dust Bowl Precleaner, 110 Volt Block Style Engine Preheater, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, 18 qt. Oil Cap, Exhaust Rain Cap, Spark Arrestor Muffler.

***MANDATORY REQUIREMENT FOR CONSIDERATION.**

PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
C.I.D. DISPLACEMENT: _____
H.P. RATING: _____ @ _____ R.P.M.
TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: Fully Synchronized 4 Speed Forward -4 Speed Reverse with Power Reversing, Torque Converter w/ 2.34:1 Stall Ratio, 19 qt. cap.

REAR AXLE: 18.50:1 Total Ratio Double Reduction w/Inboard Final Drive, W/Hydraulic Differential Lock, 5'-8" Tread, 8" Wet Disc Brakes, 17 qt. cap.

FRONT AXLE: 12.3:1 Total Ratio Double Reduction w/Outboard Final Drive, 6'-2" Tread, 22 degree oscillation, 11" Ground Clearance, 8 qt. cap w/hubs, w/Fenders, Front Drive Line Guard.

ALTERNATOR: 70 AMP.

BATTERY: Dual 12 Volt-1,600 CCA

FUEL SYSTEM: 28 Gal. Cap

COOLING SYSTEM: 6.3 Gal. Cap. Radiator, Silicone Hoses.

STEERING: Hydrostatic Power w/priority valve supply from main hydraulic system, 2030 PSI., 3.0 Right & 3.1 Left Turns Lock to Lock.

TIRES: 14 X 17.5, 8 Ply Front w/2 Spare Wheels w/Tires Mounted - 16.9 x 28, 8 Ply Rear w/1 Spare Wheel w/Tire Mounted.

SAFETY EQUIPMENT: Back-Up Alarm, Front & Rear Work Lights, MINIMUM OF 2 Rotating Amber Safety Beacons visible 360 degrees, 2 Amber/2 Red Flashing Lights, Directional Lights, Tail Light, 2 Halogen Headlamps, Horn, Engine Compartment Covers, Seat Belts, Foot Throttle, Interior Sun Visor, Circuit Breakers.

HYDRAULICS: 38 G.P.M. Pump @2200 R.P.M., Tandem Gear Type w/replaceable filter located in a readily serviceable area, 2725 PSI Main Relief valve pressure, 2500 PSI Rear Valve Relief valve pressure.

LOADER: Clamshell Bucket Style w/Bolt On Blade, Double Acting Cylinders, 3.15" Bore, 1.57" Rod Dia, 27" Stroke/3.54" Bore, 2.48" Rod Dia., 30" Stroke, 13'10" Overall Operating Height, 23'-4" Overall Transport Length. 45 Degree Dump Angle, 9'1" Dump Height, 30" Reach, 34 Degree Rollback, 5'-0" Digging Depth.

BACKHOE: Extendible Dipper stick - 12'-6" Transport Height, 7'-5" Transport Stabilizer Spread, 12.1" Ground Clearance, 22'-11" Overall Backhoe Loader Transport Length, 7'-5" Overall Width, 17'-11" Digging Depth (15'-3" w/ 2' Flat Bottom (Retracted) - 18'9" (Extended) 12'-2" Loading Height (Retracted) 14'-1" (Extended), 5'-5" Loading Reach (Retracted) 8'-4" (Extended), 19'-0" Reach from Swing Pivot Retracted) 22'-1" (Extended), 3'-6.5" Swing Pivot to Rear Axle Center Line, 166/199

degree Bucket rotation, 180 degree Swing Arc, 7'-5"
Transport Stabilizer Spread, 10'-5" Operating
Stabilizer Spread, w/ 1-18" - 4 Tooth Bucket, 3-24" -
4 Tooth Mud Bucket, 3960 lb. Digging Force
Retracted @ 12' - 3490 lb. thru full arc, 2560 lb.
Extended @ 12' - 2480 thru full arc.

NOTICE TO BIDDER

BID NO. 99- 76

COMMODITY: TRACTOR/BACKHOE/LOADER WITH THE SALE OR TRADE OF USED EQUIPMENT

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., OCTOBER 5, 1999, for the furnishing of: COMMODITY:

TRACTOR/BACKHOE/LOADER WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

UNIT # 618 - 1992 FORD BACKHOE/LOADER - Model 555C
S/N: A416836

UNIT # 619 - 1992 FORD BACKHOE/LOADER - Model 555C
S/N: A416896

UNIT # 624 - 1993 FORD BACKHOE/LOADER - Model 575D
S/N: A422517

UNIT # 625 - 1993 FORD BACKHOE/LOADER - Model 575D
S/N: A422623

UNIT # 935 - 1986 YAMAHA RIVA SCOOTER -
VIN: JYA32Y005GA021383

Bid forms and specifications for the units being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the units being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

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

Peggy Vice, Purchasing Officer

PUBLISH 9/22/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.# _____

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: 09/17/99		Date: 09/17/99						
P.O. Number:		Expected Delivery Date: 09/22/99						
Vendor Name: 8830		Mail: Yes No XX						
Address: P.O. BOX 1607		Taxable: Yes No XX						
City: FAYETTEVILLE		Division Head Approval:						
State: AR		Extension: 495						
Zip: 72702		Requester's Employee #: 241						
Requester: Oestreich		Account Number: 9700-1910-5301.00						
Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Advertisement for Bid 99-76			\$0.00	\$0.00	98061		
2	To Appear 9-22-99				\$0.00			
3					\$0.00			
4					\$0.00			
5					\$0.00			
6					\$0.00			
7					\$0.00			
8					\$0.00			
9					\$0.00			
10					\$0.00			
11					\$0.00			
SHIPPING/HANDLING					\$0.00			
Special Instructions:						Subtotal:	\$0.00	
						Tax:	\$0.00	
						TOTAL:	\$0.00	
Approvals:						Purchasing Manager: _____		
Mayor: _____						Department Director: _____		
Admin. Services Director: _____						Budget Coordinator: _____		
						Data Processing Mgr: _____		

BIDDERS LIST

1. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
2. J.A Riggs Tractor Co.
9125 Interstate 30
Little Rock, AR 72709
3. Scott Construction Equipment
4831 N. Thompson
Springdale, AR 72764
4. E.A.Martin Machinery Co.
802 E. 264 Hwy
Springdale, AR 72764
5. Traksan Equipment Co.
1531 E. Ford Ave
Springdale, AR 72764
6. Clark Machinery Co.
P.O.Box 1985
Fort Smith, AR 72901
7. Mitchell Machinery Co.
P.O.Box 1267
Van Buren, AR 72956
8. Warrior of Arkansas
2003 South 8th St.
Rogers, AR 72756
9. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144
10. Grant Manufacturing & Equipment Co., Inc.
1828 Northwest 4th St.
Oklahoma City, OK 73106
Attn: Nick Pontikos
800-259-9892 FAX 405-236-1472
11. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
12. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701

BIDDERS LIST

SALE ITEMS

1. **CULVER TRUCK SALES**
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870
2. **Elliott Equipment Co.**
3100 W. 76th Street
Davenport, Iowa 52806
Attn: Phil Allen
800-786-4841 FAX 319-391-8823
3. **Abdul Waheed**
8403 E. 98TH TERRACE
KANSAS CITY, MO 64134
816-765-0707 FAX -SAME-
4. **WARFORD AUTO WRECKERS INC.**
PUMP STATION ROAD
FAYETTEVILLE, AR 72701
5. **DARREL MEREDITH TRUCK SALES**
1749 S. SCHOOL
FAYETTEVILLE, AR 72701
6. **Auto Wholesalers**
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324
7. **Meuser Heavy Equipment**
4100 S. Hiway 71B
Springdale, AR 72764
501-751-0680
8. **CHICAGO MOTORS INC.**
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
Attn: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532
9. **GCDC, INC.**
P.O.BOX 15158
FORT LAUDERDALE, FL 33318
ATTN: ALEX ZAGRUZNY
954.792.777 FAX 954.792.7050

10. **AMI AUTO BROKER**
16329 CENTER POINT
GROVER, MO 63040
314-458-1380
11. **ATLAS AUTO LEASING**
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117
12. **Ralph J. Bell**
151 N Platinum Drive Apt. 1
Fayetteville, AR 72701
501.973.2754
13. **DIXIE SURPLUS EQUIPMENT**
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312
14. **WHITTLE TRUCK SALES**
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410
15. **CENTRAL OKLAHOMA POLICE SUPPLY**
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177
16. **Trucks & Parts of Tampa**
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg
17. **Dale Frederick**
6537 Huntsville Rd.
Fayetteville, AR 72701
18. **Al Coakley**
2761 Boxwood
Fayetteville, AR 72703

19. **Mountain Creek Real Estate Co.**
P.O.Box 520
Huntsville, AR 72740
Attn: Bill G. Cotton
501-456-2547 Fax 501-738-6262
20. **Raymond E. Purser**
P.O.Box 1489
Huntsville, AR 72740
501-738-6420
21. **SITC Services Corp.**
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372
22. **Police Cars Unlimited**
P.O.Box 770893
Woodside, NY 11377
Attn: Tammy
23. **Reeder Simco Truck Center, Inc.**
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533
24. **Vicki Kaufman**
841 Lola Lane
Fayetteville, AR 72701
25. **Hancock Farms Equipment & Supply**
290 East Main - Hwy 62
Farmington, AR 72730
Attn: Brad Hancock
501-267-3685
26. **AG Products**
2525 W. Broadway
Phoenix, AZ 85041
602-268-8707

27. **Methvin Sanitation, Inc.**
Rte. 1 - Box 271 D
Lead Hill, AR 72644
Attn: Mark Methvin
870.436.8095
28. **Gary L. Cooper**
Rte. 1 - Box 356
Prairie Grove, AR 72753
501.761.3686 501.761.3348
29. **Fayetteville Tree Service**
P.O. Box 376
West Fork, AR 72774
Attn: Ken Rogers
501.575.0977 501.443.5407
30. **Don Lee Harding**
113 Lark Lane
Farmington, AR 72730
501.267.2428
31. **J. Hall Wood**
919 Janelle
Fayetteville, AR 72701
32. **Travis Dotson**
Rt. 1 - Box 21
Wesley, AR 72773
501.456.2678
33. **Bush Machinery Inc.**
P.O.Box 850
Blue Springs, MO 64013
800.443.6415 FAX 816.229.9800
34. **Unlimited Resources Corporation**
Highway 63 South
Route 1, Box 25E
Cairo, MO 65239
800.423.9062 FAX 660.263.1185
Att: Harold Reisch

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Steve Davis, Budget & Research

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 13, 1999

SUBJECT: **PROPOSED CHARGES FOR NEW EQUIPMENT**

Reference your request for proposed charges on equipment prior to purchase, the following is provided for your information:

Tractor/Backhoe/Loader

Replacement per month:	\$ 730.72
Maint. & Overhead per month:	\$1,641.65
Replacement per hour:	\$ 4.20
Maint. & Overhead per hour:	\$ 9.43

Minimum Monthly Charge: \$2,372.37

If you have any questions or comments, please contact me at extension 494.

STAFF REVIEW FORM

XXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of November 2, 1999

FROM:

Willie Newman Solid Waste Public Works
Name Division Department

ACTION REQUESTED:

Approval of a engineering services contract with McClelland Consulting Engineers in the amount of \$25,567 for services associated with the design and construction of the solid waste container maintenance building and a budget adjustment in the amount of \$25,567.

COST TO CITY:

<u>\$ 25,567</u> Cost of this request	<u>\$ - 0 -</u> Category/Project Budget	<u>Container Maintenance Building</u> Category/Project Name
<u>5500-5060-580400</u> Account Number	<u>\$ - 0 -</u> Funds Used to Date	<u>Solid Waste Improvements</u> Program Name
<u>99079-1</u> Project Number	<u>\$ - 0 -</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

Budgeted Item

Steph Davis
Budget Coordinator

X Budget Adjustment Attached
Wm. D. Cross
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Brown 10-15-99
Accounting Manager Date
[Signature] 10-15-99
City Attorney Date
P. Vice 10-15-99
Purchasing Officer Date

GRANT AGENCY: _____

ADA Coordinator Date
Yolanda Bulds 10-15-99
Internal Auditor Date

STAFF RECOMMENDATION:

Willie Newman 150.1.99
Division Head Date
[Signature] 10-15-99
Department Director Date
Wm. D. Cross 150CT99
Admin. Services Director Date
[Signature] 10/15/99
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director

From: Willie Newman, Waste Reduction Coordinator

Date: October 14, 1999

Re: **Engineering Services Contract - Container Maintenance Building**

The Solid Waste Division requests approval of an engineering services contract and budget adjustment with McClelland Consulting Engineers in the amount of \$25,567 for services associated with the design and construction of a container maintenance building at the City's Composting Facility. The Solid Waste Division implemented a dumpster lease program in 1995 resulting in an inventory of numerous dumpsters, welding equipment, blow torch apparatus, spare parts, sheet metal, and miscellaneous supplies. We have been using a portion of the West Building located within the City Shop area, shared with the Street Department, for assembly and maintenance of our dumpsters and recycling igloos. There has been increased activity in the maintenance of dumpsters resulting the need for additional space and closer proximity to the Solid Waste offices.

This new building at the Composting Facility will also provide a small office for composting operations, a restroom for our patrons, and a water source not previously available. In addition to our dumpster and igloo maintenance, our freon recovery program will be operated in this new building. Furthermore, this building will provide additional heated storage during winter weather which will help insure efficient operation of our equipment, and free up needed space for the Street Division.

This building is intended to be a 50' x 70' prefabricated building which is larger than the area we currently use (50' x 50'); however, we will be adding an office and restroom to this building along with freon recovery operations. Staff will attend the agenda session and the City Council meeting to answer any questions. If you should have any questions about this project prior to these meetings, please contact me at 444-3497 at your convenience.



P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-443-2377
FAX 501-443-9241

October 5, 1999

Mr. Willie Newman
Waste Reduction Coordinator
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Engineering Services Proposal
Container Maintenance Building
Solid Waste Facilities

Dear Mr. Newman:

In accordance with your letter of September 21, 1999 and a subsequent scope of work meeting, please find attached our engineering services proposal.

The proposal follows the city's standard contract, particularly Section XIII, Fees and Payments.

Also, attached to the proposal is a brief description of the items of work which was condensed from the scope of work meeting minutes and a list of what we anticipate will be the bidding documents and detailed specifications.

We will be happy to discuss the proposal at your convenience and to answer any questions you may have.

Thank you for selecting our firm for this proposal and we look forward to being of service to the City of Fayetteville.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

A handwritten signature in cursive script that reads "Fred Schlegel".

Fred Schlegel
Project Engineer

**McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility**

Section XIII - FEES AND PAYMENTS

A. Design Phase Services

1. Surveying Services

	<u>Classification</u>	<u>Manhours</u>	<u>Hourly Rate</u>	<u>Amount</u>
	Party Chief	12	\$35	\$420
	Rodman	12	\$30	\$360
	Computer Tech.	8	\$51	\$408
	Surveys	Subtotal		\$1,188

2. Design Services

<i>a. Structural</i>	Structural Engr.	8	\$72	\$576
<i>b. Civil</i>	Civil Engineer	80	\$72	\$5,760
<i>c. Drafting</i>	Chief Drafter	10	\$59	\$590
	Senior Drafter	40	\$46	\$1,840
	Junior Drafter	30	\$29	\$870
<i>d. Specifications</i>	Civil Engineer	24	\$72	\$1,728
	Clerical	40	\$32	\$1,280
	Civil (2a-d)	Subtotal		\$12,644
<i>e. Mechanical/Electrical Design and Specifications</i>				
	Lump Sum Amount by G-A Engrs 10/4/99			
	E-M (2e)	Subtotal		\$5,500

A Design Subtotal \$19,332

B. Bidding Phase Services

Civil Engineer	24	\$72	\$1,728
B Bidding Subtotal			\$1,728

C. Construction Phase Services

Civil Engineer	24	\$72	\$1,728
Cons. Observer	20	\$58	\$1,160
C Construction Subtotal			\$2,888

D. Geotechnical Investigation Services

Driller (s)	16	\$28	\$448
Lab Technician	10	\$28	\$280
Project Manager	9	\$99	\$891
D Geotechnical Subtotal			\$1,619

Project Total \$25,567

**McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility**

**Scope: Design a metal building approx 50' by 70' for use in container maintenance
also a metal framed covering over the recycle plastic bins at the Solid Waste Building**

Items of Work

- 1 Surveys** Conduct a topographic survey of the site of approximately 300' by 300' to obtain existing ground elevation, contours, nearby ditches, existing structures, water lines, sewer lines, power lines and other utilities.
- 2 Geotechnical Investigation** Make two (or more borings) to characterize the soils and to determine the possible presence of pre-existing landfill either waste or fill. Determine recommended allowable bearing pressures, foundation type, select fill material to be used.
- 3 Mechanical Electrical Design** Green Anderson Engineers to design electrical and mechanical systems
- 4 Structural Design** Design the foundation for the building and establish the criteria to apply to the building design which will be furnished by a metal building manufacturer
- 5 Site Civil Design** Design the water and sanitary sewer extensions from the closest available existing lines into the building (mainly for the restroom)
Design the driveways leading up to the building from the existing nearby roads or drives

6 Bidding Documents

Document

00030 Invitation to Bid
00100 Instructions to Bidders
00200 Information Available to Bidders
00300 Bid Forms
00410 Bid Security Form
00420 Bidders Qualification Forms
00500 Agreement (Contract) Forms
00610 Performance Bond
00620 Payment Bond
00650 Certificate of Insurance
00700 General Conditions
00800 Supplemental Conditions

Some of these Furnished
by City of Fayetteville

7 Specifications

Division 1 General Requirements

01010 Summary of Work
01030 Alternates
01300 Submittals
01400 Quality Control
01500 Construction Facilities and Temporary Controls
01700 Contract Closeout

Division 2 Sitework

02100 Site Preparation
02200 Earthwork
02500 Paving and Surfacing
02665 Domestic Water Systems
02700 Sewerage and Drainage
02900 Landscaping

Division 3 Concrete

03200 Concrete Reinforcement
03300 Cast In Place Concrete
03500 Cementitious Toppings (Hardener)

Division 5 Metals

05100 Structural Metal Framing (over the recycle plastic bins)

Division 6 Woods and Plastics

06100 Rough Carpentry (studs and joists for office area)
06200 Finish Carpentry (plywood liner on inside walls and maybe cabinets, trim in office)

Division 7 Thermal and Moisture Protection

07200 Insulation
07600 Flashing and Sheet Metal (Gutters and Downspouts)

Division 8 Doors and Windows

08100 Metal Doors and Frames (Personnel)
08330 Overhead Coiling Door
08500 Metal Window (sliding window for office)

Division 9 Finishes

09250 Gypsum Board
09650 Resilient Flooring (linoleum in office)
09900 Painting (office area and over primed metal frames)

Division 10 Specialties

10200 Louvers and Vents (unless provided under Div 13 or 15)
10800 Toilet Accessories (ADA accessible devices)

Division 12 Furnishings

12300 Manufactured Casework (in case it is decided to put premade cabinets in the office)

Division 13 Special Construction

13122 Metal Building Systems

Division 15 Mechanical

to be selected by Green Anderson

Division 16 Electrical

to be selected by Green Anderson

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This AGREEMENT entered into and executed this _____ day of _____,

1999, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and McClelland Consulting Engineers, Inc., with offices located in Fayetteville, Arkansas, hereinafter called the "ENGINEER",

WITNESSETH:

WHEREAS, the "OWNER" is planning to construct a waste container maintenance building located at the OWNER's composting facility on South Happy Hollow Road in Fayetteville, Arkansas, and

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

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

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II -DESCRIPTION OF THE PROJECT

Engineering services related to the construction of a container maintenance building at the City's Composting Facility.

SECTION III - INFORMATION & SERVICES

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

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

The project will be designed to meet applicable standards in accordance with the "OWNER's" ordinances and written policies. Construction specifications shall be based in part on City of Fayetteville Standard Specifications as well as the Metal Building Manufacturer's Association Specifications, the National Electric Code, the State Plumbing Code, and other material related specifications provided by the "ENGINEER". The design concept of the project shall be submitted by the "ENGINEER" and approved by the "OWNER" prior to completing the plans and specifications.

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

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way/Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

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

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

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the " OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) sets of concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII - FINAL SUBMISSION

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

- A. One (1) copy of all design calculations
- B. Three sets of final plans, contract documents and specifications
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 12 software.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

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

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

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including periodic construction observation services to assist the OWNER in determining whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment. It is specifically pointed out that the OWNER will provide day-to-day inspection of the project, with the ENGINEER providing approximately 44 hours of inspection support.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER".

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within 75 calendar days.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner 15 days per submittal.

SECTION XII - FEES AND PAYMENTS

A. "Design" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 176% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) "Design" phase services, "surveying services" and
preparation of the Ownership Map/Utility Easements:
Plan Costs not to exceed: \$ 17,260
- 2) Fixed fee for "Design" services: \$ 2,072
- 3) Engineering contract amount for "Design" phase
services not to exceed: \$ 19,332

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of

the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "A" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "Engineer".

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

B. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "Engineer", the owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 176% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

1) "Bidding" phase services costs not to exceed:	<u>\$ 1,543</u>
2) Fixed fee for "Bidding" services:	<u>\$ 185</u>
3) Engineering contract amount for "Bidding"	<u>\$1,728</u>

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

C. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 176% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- | | |
|---|----------------|
| 1) "Construction" phase services costs not to exceed: | <u>\$2,579</u> |
| 2) Fixed fee for "construction" phase services: | <u>\$ 309</u> |
| 3) Engineering contract amount for "Construction" | |
| phase services not to exceed | <u>\$2,888</u> |
| (based upon an assumed construction period | |
| not to exceed 90 days.) | |

The basis for this estimate is Appendix A. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

D. "Geotechnical Investigation" Services:

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set

forth in Appendix A, a fee, not to exceed \$ 1,619. The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto.

E. "Special" Services:

For "Special" services, such as preparation of detailed easements and/or construction staking, the "OWNER" shall pay the "ENGINEER" as follows:

- 1) For "Large Scale Development" application preparation services, the "OWNER" anticipates none are required. If the converse becomes true, the "OWNER" and "ENGINEER" shall negotiate the fee separately.
- 2) For "Easement" preparation services: none anticipated. To be negotiated if required.
- 3) For "Construction Staking" services, if authorized in writing separately from this Agreement, the "ENGINEER" shall provide Construction Staking as negotiated separately.

SECTION XIII - CHANGES

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

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price of fees.

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

SECTION XIV - OWNERSHIP OF DOCUMENTS

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

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

- A. Postponement - Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER",

who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

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

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.
2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S")

activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.
4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

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

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other

than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

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

CITY OF FAYETTEVILLE

ENGINEER:
McCLELLAND CONSULTING
ENGINEERS, INC.

By: _____
Mayor

By: John C. Quinn
President

ATTEST:

ATTEST:

City Clerk

By: Fred Schlegel

Appendix A

**McClelland Consulting Engineers
Proposal to
City of Fayetteville
Container Maintenance Building
South of Solid Waste Handling Facility**

Section XIII - FEES AND PAYMENTS

A. Design Phase Services

1. Surveying Services

Classification	Manhours	Hourly Rate	Amount
Party Chief	12	\$35	\$420
Rodman	12	\$30	\$360
Computer Tech.	8	\$51	\$408
Surveys Subtotal			\$1,188

2. Design Services

<i>a. Structural</i>	Structural Engr.	8	\$72	\$576
<i>b. Civil</i>	Civil Engineer	80	\$72	\$5,760
<i>c. Drafting</i>	Chief Drafter	10	\$59	\$590
	Senior Drafter	40	\$46	\$1,840
	Junior Drafter	30	\$29	\$870
<i>d. Specifications</i>	Civil Engineer	24	\$72	\$1,728
	Clerical	40	\$32	\$1,280
	Civil (2a-d) Subtotal			\$12,644
<i>e. Mechanical/Electrical Design and Specifications</i>				
	Lump Sum Amount by G-A Engrs 10/4/99			
	E-M (2e) Subtotal			\$5,500

A Design Subtotal \$19,332

B. Bidding Phase Services

Civil Engineer	24	\$72	\$1,728
B Bidding Subtotal			\$1,728

C. Construction Phase Services

Civil Engineer	24	\$72	\$1,728
Cons. Observer	20	\$58	\$1,160
C Construction Subtotal			\$2,888

D. Geotechnical Investigation Services

Driller (s)	16	\$28	\$448
Lab Technician	10	\$28	\$280
Project Manager	9	\$99	\$891
D Geotechnical Subtotal			\$1,619

Project Total \$25,567

Budget Year 1999	Department: Public Works Division: Solid Waste Program: Commercial Collection	Date Requested 11/02/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Funding is requested for engineering services for a container maintenance building.

Project or Item Deleted:
None.. A portion of the funding from Curbside Recycling Improvements is proposed for this adjustment.

Justification of this Increase:
A container maintenance building is needed to perform maintenance of City owned and leased containers. The container maintenance functions have out grown the facilities currently utilized.

Justification of this Decrease:
Sufficient funding will remain to meet the required purchases for the Curbside Recycling Improvements Project.

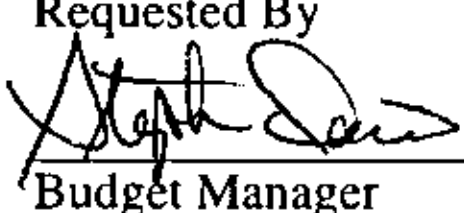
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Building Cost	25,567	5500	5010	5804	00	99079	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Solid Waste Improvements	25,567	5500	5060	5816	00	98053	1

Approval Signatures

Requested By 	Date 10-18-99
Budget Manager	Date
Department Director	Date
Admin. Services Director	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					

RECEIVED
STAFF REVIEW FORM

OCT 14 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF November 2, 1999

FROM:

Marvin Hilton	Cable Administration	Administration
Name	Division	Department

ACTION REQUESTED: Passage of a resolution accepting a contract with the Community Access Television for public access television services.

COST TO THE CITY:

\$ \$63,000.00	\$ 63,000	Public Access Contract
Cost of this request	Category/Project Budget	Category/Project Name
1010-0600-5713-00	\$0.00	Cable Administration Division
Account Number	Funds used to date	Program Name
	\$63,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

Budgeted Item	Budget Adjustment Attached
<i>[Signature]</i>	<i>[Signature]</i>
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<i>Marilyn J. Chamer</i>	10-11-99
Accounting Manager	Date
<i>[Signature]</i>	10-12-99
City Attorney	Date
<i>P. Vice</i>	10-12-99
Purchasing Officer	Date

GRANTING AGENCY:

<i>Giselda Fields</i>	10-12-99
Internal Auditor	Date
ADA Coordinator	Date

STAFF RECOMMENDATION:

<i>Marvin Hilton</i>	10-8-99
Division Head	Date
<i>[Signature]</i>	10-18-99
Department Director	Date
<i>[Signature]</i>	13 OCT 99
Administrative Services Director	Date
<i>[Signature]</i>	10/13/99
Mayor	Date

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR



SUBJECT: COMMUNITY ACCESS TELEVISION CONTRACT

DATE: October 8, 1999

The Cable Board, at their September 30, 1999 meeting, voted 5-0 to recommend to the City Council that the present contract with Community Access Television for public access services be renewed for 2000. The present contract was for one year with automatic renewal for four consecutive one year terms.

The recommended contract budget includes an amount of \$63,000 annually for community access television for 2000. This is the same amount as the 1999 budget.

See the attached excerpt from the minutes of the Cable Board meeting of September 30, 1999 and the attached contract for public access television.

CABLE TELEVISION BOARD MEETING MINUTES
September 30, 1999 at 5:15 p.m.
City Hall Room 219

1. The Meeting was called to order at 5:15 p.m.

Members present: Mr. Hawkins, Ms. Stripling, Mr. Warren, Mr. Wright, Mr. Beemis, and Mr. Hilton. Members absent: Mr. McKinney and Mr. Alford.

2. Approval of minutes from August 19, 1999.

Minutes were approved.

3. Adoption of the agenda.

Agenda was adopted.

4. Report from TCA Cable.

No representative present.

5. Subscriber complaints and compliments.

Mr. Hilton reported a complaint received from citizen Mark Sutter. Mr. Sutter suffered cable outage as a result of a storm. He was satisfied with TCA response as they quickly handled the outage and restored service. Mr. Hilton was asked to provide a copy of the resolution to Board Members.

Mr. Wright reported complaints from a consumer who feels that TCA should allow more than ten days to pay the cable bill once it has been received. The consumer also feels that the \$5.00 late fee is too high as the fee equals nearly 50% of their bill. Mr. Wright was unsure whether the consumer had made these complaints to TCA Cable. Discussion then occurred as to the proper procedure to handle consumer complaints. Consumers should be advised to take their complaints directly to TCA Cable. If they are not resolved they should then forward complaints to the Cable Administration Division for assistance. Mr. Wright was advised to call the consumer and ask that they refer their complaints to TCA Cable.

6. Consideration of renewal of C.A.T. contract.

Mr. Hilton spoke on behalf of C.A.T. staff and reported they were asking for no additional monies and requested renewal of their budget of \$63,000. Mr. Beemis made a motion to renew the contract with C.A.T. Mr. Wright seconded the motion and it passed by unanimous vote.

**PUBLIC ACCESS ADMINISTRATION
AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE
AND ACCESS 4 FAYETTEVILLE, INC.
A.K.A.COMMUNITY ACCESS TELEVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

**SECTION I.
CONTRACT PERIOD.**

A. The contract period shall begin the 1st day of January, 2000 and shall continue until the 31st day of December, 2000. However, this agreement may automatically renew for three (3) consecutive one (1) year terms. Each such annual renewal term shall be subject to a favorable recommendation from the Cable Board to the City Council, approval of renewal by the City Council, and budget approval by the City Council.

**SECTION II.
SERVICES/DUTIES.**

A. The Contractor hereby agrees and shall be responsible for operating the public access channel, which shall entail the following:

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.
2. Scheduling of programs on the public access channel.
3. Cablecasting of programs on the public access channel.
4. Promoting use of the Public Access Channel.

B. The Contractor shall provide, oversee, administer, and carry out all of the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provisions and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. Facility:

a. The City shall provide a facility to which the Contractor shall have access for the performance of their duties hereunder. Such facility shall be known as the Access Center.

b. The City shall be responsible for the payment of the Access Center utilities, routine building and grounds maintenance and maintenance of the structure.

c. Use of the Access Center conference/breakroom will be scheduled through the City.

2. Copier:

a. The Contractor may use the City's current copier at the Access Center for a charge of \$.015 per copy. Additionally, the Contractor may use the copier located at the City Administration Building for the standard charge as is allocated per copy to the City Departments and Divisions. If the City upgrades the copier located in the Access Center, Contractor shall pay an adjusted charge per copy, up to, but not to exceed the standard City rate charged to City Departments and Divisions as determined annually.

b. Copy machine maintenance costs will be paid by the City.

3. Video Equipment:

a. The City and the Contractor shall each bear one-half of each separate maintenance expense incurred on the video equipment used by the Contractor. Contractor's total liability shall be limited to \$1,000 cash and up to \$1,000 in-kind maintenance on equipment. All in-kind maintenance shall be mutually agreed upon by City and Contractor.

b. One camera, to be designated by the City, and one tripod shall not be available for public access checkout. The reserved equipment shall be used only for government production, Contractor's contract productions, and contractor's promotional programs. Use of the reserved camera and tripod will be as scheduled by the City. Additional reservation of equipment may be required should it be determined, by the City, that the equipment was not available as needed for government channel productions.

c. The City will be responsible for scheduling use of the equipment. After hours scheduling must be confirmed by the City the next business day before it is finalized. Weekend checkout of equipment must be confirmed with the City by 5:00 Friday afternoon.

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

e. All video production equipment owned by the City and used for public, educational and/or government access productions shall be covered under the City's insurance policy.

4. Phone:

a. The City shall make one telephone line available for Contractor's business use. Contractor shall be responsible for reimbursing the City, on a quarterly basis, for this expense at a rate of \$20 per month.

b. Contractor shall be responsible for their own long distance telephone calls.

c. Contractor shall be responsible for paying the costs of their listing in the telephone directory.

d. Contractor shall be responsible for answering their own phone line. Contractor will have an answering machine on their line when they are unable to answer calls.

e. Contractor shall not be required to answer the City's telephone lines at the Access Center.

5. Fees:

a. There shall be no charge to citizens of Fayetteville for the use of cable casting time on the public access channel, nor for the use of the facilities or equipment. However, Contractor's fees and charges may apply for such services as, but not limited to, instructions on video production and internet use, video tapes, video tape duplication, annual producer's fee and contracts for video productions.

6. Other/Misc.:

a. All communication between the City and the Contractor with regard to contractual matters will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and the Contractor's duly appointed representative. In the event of a disagreement over the administration of this agreement, either party may appeal to the cable board who shall make recommendations to the Mayor or City Council, as may be required.

b. The use of alcohol, tobacco products, and illegal drugs is strictly prohibited in the Access Center.

c. Contractor's and City's employees shall not park in the spaces in front of the Access Center.

d. Contractor shall have at least one paid staff person or a designated volunteer in the Access Center whenever a program is being produced in the studio. Contractor shall have a paid staff person on site during the production of live programming at the Access Center.

e. Contractor and City shall each bear one-half of the costs of supplies used by everyone in the facility's breakroom.

f. Contractor's staff shall do their part to keep

the Access Center clean by keeping the breakroom clean after use by their staff and public access users.

g. Contractor shall be responsible for placing messages from non-profit groups and organizations on the public access channel.

h. Contractor will follow the City's rules for the use of the Access Center.

i. Live shows will be taped by the Contractor and held for four days. All other shows are on tape and available for review at the Access Center. The owners of the taped programs will be asked to leave them for four days if they are not in the tape library. Accurate cablecast logs will be kept by Contractor as proof of what programs were cablecast.

j. Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract, is vested with the City and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City, in writing. Donations of goods to the Contractor remain with the Contractor.

SECTION III. LEGAL AUTHORITY.

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Contract on behalf of the Contractor have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the Contractor to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

SECTION IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. The Contractor shall comply with all applicable laws, regulations, procedures and policies of the Federal, State and local governments.

SECTION V. FUNDING/CONSIDERATION.

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of \$ 5,250.00 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th, 2000.

**SECTION VI.
PROGRAMMING.**

A. Public access equipment shall be provided on a first come, first served, non-discriminatory basis, subject only to any restrictions set forth herein. Public access channel time shall be made available on a non-discriminatory basis, with consideration being given to an appropriate scheduling time.

B. Contractor shall require access producers to sign an agreement warranting that the program they are submitting does not contain:

1. any violation of any state or federal law relating to obscenity;

2. any material that is libelous, slanderous, or other defamation of character, or an unlawful invasion of privacy;

3. any advertising or material which promotes any commercial product or service;

4. any use of material which violates copyright law; or,

5. any material contrary to local, state or federal laws, regulations, procedures and policy.

**SECTION VII.
PERSONNEL.**

A. Contractor shall adequately staff the public access operation to meet the services and duties outlined in this agreement.

B. During the contract period, the staff for the public, educational and government channels will be working together at the Access Center. The Contractor's staff will be expected to work in a cooperative manner with all groups using the facility.

**SECTION VIII.
REPORTS AND INFORMATION.**

A. At such times and in such form as the City may require, the Contractor shall furnish such statements, records, reports, data and information, as the City may request and deem pertinent to matters covered by this Agreement.

B. The City shall provide the Contractor with equipment usage forms which are to be completed by Contractor's staff as well as public access users each time equipment is used. Contractor is responsible for submitting these completed forms to the City within one working day after the equipment is used.

C. Contractor shall submit quarterly reports on the operations of the public access channel to the City.

D. Contractor shall submit an annual report which shall include a summary of all quarterly reports, review contract requirements and document compliance with contract requirements. The annual report will be due sixty (60) days following the end of the contract year.

E. In addition to the above listed reports, the Contractor shall provide the following additional information to the City:

1. Reports of stolen or damaged equipment within one working day of learning of each occurrence.

2. Requests for changes in any procedures or rules pertaining to protection or preservation of City owned equipment and facilities.

3. All corporate documents, including but not limited to the Contractor's by-laws, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members.

4. Amendments or changes to programming policies.

SECTION IX. AUDIT/REVIEW

A. The Contractor agrees to provide the City with a monthly financial report summarizing activity during the preceding 30 day period. Said report shall include income and balance sheet statements.

B. Contractor shall have a certified public accountant complete an official review of its financial records annually. This report shall be submitted to the City by the last day of the third month after the end of Contractor's fiscal year.

SECTION X. ACCESSIBILITY OF RECORDS.

A. At any reasonable time and as often as the City may deem necessary, the Contractor shall make available to the City, or any of its authorized representatives, all of Contractor's records related to all matters covered by this Agreement and shall permit the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

SECTION XI. INSURANCE.

A. Contractor shall obtain and keep in force during the term of this agreement a policy or policies of public liability and property damage insurance. The coverage, at a minimum, shall be in the following amounts:

1. General Liability:

a. General Aggregate	\$1,000,000
b. Products/Completed Oper. Aggr.	\$1,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$100,000
e. Fire Damage (any one fire)	\$50,000
f. Medical Expense (any one person)	\$5,000

2. Worker's Compensation for all employees as required by Arkansas Statutes.

B. Contractor shall furnish the City with a certificate showing that such coverage has been obtained and is currently in effect. Contractor shall not change or cancel any policy of insurance obtained for the purposes of this agreement except after thirty (30) days written notice to City and written acceptance by the City of such changes or cancellation.

SECTION XII. DIRECTOR'S MEETINGS

A. During the term of this Contract, the Contractor shall cause to be delivered to the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to the City in a timely manner to give adequate notice and shall also include an agenda.

B. Minutes of all meetings, if taken, and materials distributed in meetings of the Contractor's Board of Directors, or committees thereof, shall be submitted to the City.

C. The Contractor's Board meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann., §25-19-101 et. seq.

SECTION XIII. BONDING.

A. The Contractor shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this Agreement, within ten (10) days of Contract execution. The fidelity bond shall be in an amount equal to ten percent (10%) of the City grant award or \$5,000, whichever is less. The Contractor shall furnish the City proof of an adequate fidelity bond prior to the

first payment of funds under this Agreement.

**SECTION XIV.
EQUAL OPPORTUNITY.**

A. Contractor shall comply with all applicable equal opportunity, affirmative action and ADA laws or regulations, including those of the City of Fayetteville.

B. The Contractor will furnish all information and reports requested by the City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such rules and regulations.

C. In the event of the Contractor's non-compliance with the non-discrimination requirements of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further agreements with the City.

**SECTION XV.
PERSONNEL POLICIES.**

A. Personnel policies shall be established by the Contractor and shall be available for examination by the City. Public access operations shall be open to the public the maximum hours permitted by resources available but at least forty (40) hours per week. In planning these times, Contractor shall take into consideration the needs of the public to include evening and weekend hours.

B. Upon termination of an employee by the City Cable Administrator, and in the event that the contractor's manager wishes to hire the employee over the objections of the Cable Administrator, an appeal of the action may be brought by the Cable Administrator to the contractor's Board of Directors. Similarly, upon termination of an employee by the contractor, and in the event that the Cable Administrator wishes to hire the employee over the objections of the contractor's manager, an appeal of the action may be brought by the contractor's manager to the Cable Board.

**SECTION XVI.
CONFLICT OF INTEREST.**

A. The Contractor covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

B. The Contractor further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives

the appearance of being motivated by desire for private gain for themselves, or others particularly, those with which they have family, business, or other ties.

C. No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall:

1. Participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or

2. have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XVII. POLITICAL ACTIVITY.

A. No portion of the funds received by the Contractor hereunder shall be used by the Contractor to directly produce any programs nor to participate in any Contractor-sponsored activities of a political nature (including, but not limited to, any activity to further the appointment, election, defeat or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat or final content of any legislation). However, Contractor will cablecast programs made by the public which express opinions on issues or candidates.

SECTION XVIII. SECTARIAN ACTIVITY.

A. No portion of the funds received by the Contractor hereunder shall be used by the Contractor to directly produce any programs nor participate in any Contractor-sponsored activities which establish any religion or prohibit the free exercise thereof.

SECTION XIX. PUBLICITY.

A. In any news release, sign, brochure, or other medium disseminating information prepared or distributed by or for the Contractor, mention shall be made of the City of Fayetteville having made the project possible, i.e. "'Community Access Television' is a project partially funded by the City of Fayetteville."

SECTION XX. HOLD HARMLESS.

A. It is expressly understood and agreed by both parties hereto that the City is contracting with the Contractor as an independent contractor and that as such, the Contractor shall

save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audits exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the Contractor. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

**SECTION XXI.
USE OF CITY PROPERTY.**

A. Contractor hereby recognizes that it is performing services for the City on City-owned property and that while on such property, Contractor shall not engage in any activity that is not directly related to services provided pursuant to this Agreement.

**SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.**

A. Contractor's policies relating to the use of City owned equipment and facilities shall be submitted to the Cable Board for approval and may be reviewed periodically as needed.

**SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.**

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as a addendum to, or amendment of, this Agreement.

**SECTION XXIV.
TERMINATION OF AGREEMENT.**

A. This contract may be terminated by either party with a thirty day written notice.

**SECTION XXV.
SEVERABILITY.**

A. If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

BC/BS
A. 5. Page 1

XX Agenda Request
 _____ Contract Review
 _____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF NOVEMBER 2, 1999

FROM:

<u>DON BAILEY</u>	<u>PERSONNEL</u>	<u>ADMIN. SERVICES</u>
Name	Division	Department

ACTION REQUESTED:

RENEWAL OF BCBS GROUP MEDICAL CONTRACT FOR POLICY YEAR 1-1-2000 THROUGH 12-31-2000.
 INCREASE EMPLOYER CONTRIBUTION TO COVER ESCROW ACCOUNT DIFFERENTIAL.

COST TO THE CITY:

<u>\$1,527,310 (2000 Expense)</u>	<u>\$1,673,877(2000 Budget)</u>	<u>HEALTH INSURANCE</u>
Cost of this request	Category/Project Budget	Category/Project Name.
<u>SEE ATTACHED LISTING</u>	<u>0</u>	
Account Number	Funds used to date	Program Name
<u>Project Number</u>	<u>\$1,673,877</u>	
	Remaining Balance	Fund

BUDGET REVIEW:

<u>Budgeted Item</u>	<u>Budget Adjustment Attached</u>
<u>[Signature]</u> <u>10/15/99</u>	<u>[Signature]</u>
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	<u>10/18/99</u> Date	<u>[Signature]</u> Internal Auditor	<u>10-19-99</u> Date
<u>[Signature]</u> City Attorney	<u>10-19-99</u> Date	<u>[Signature]</u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> Purchasing Officer	<u>10-21-99</u> Date		

STAFF RECOMMENDATION:

RECOMMEND COUNCIL APPROVE RENEWAL ACTION

<u>[Signature]</u>	<u>10-15-99</u>
Division Head	Date

Cross Reference

<u>[Signature]</u>	<u> </u>
Department Director	Date
<u>[Signature]</u>	<u>15 OCT 99</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>10/21/99</u>
Mayor	Date

New Item: Yes No

Prev Ord/Res #:

Orig. Contract Date:

City of Fayetteville, Arkansas

Health Insurance Expense - 2000 Budget

Fund	Program	Health
1010 General	0150 Mayor's Administration	7,578
	0210 City Attorney	9,422
	0310 City Prosecutor	15,089
	0350 Hot Check	7,578
	0500 Economic Development	6,691
	0600 Cable Administration	5,733
	1100 Administrative Services Director	4,902
	1210 Personnel Administration	9,422
	1310 Accounting & Audit	24,644
	1330 Budget & Research	11,267
	1350 Billing & Collections	15,222
	1360 Internal Auditing	1,911
	1410 General Maintenance	26,389
	1420 Janitorial	9,489
	1510 City Clerk	11,333
	1610 Procurement	5,667
	1710 Information Technologies	26,355
	2010 Criminal Cases	9,522
	2020 Probation & Fine Collection	1,911
	2030 Small Claims & Civil Cases	9,456
	2600 Central Dispatch	45,467
	2710 Animal Patrol/Emergency Response	6,689
	2720 Animal Shelter	27,411
	2900 Support Services	76,429
	2940 Patrol Warrant	265,865
	3010 Prevention	11,267
	3020 Operations	261,776
	3030 Training & Continuing Education	3,756
	5200 Parks Administration	11,333
	5220 Athletics & Recreational Transfers	4,394
	5260 Park Maintenance	22,733
	5300 Traffic Administration & Enforcement	5,496
	5310 Traffic Engineering & Planning	5,667
	5320 Traffic Control & Parking Meter	13,178
	5450 Public Lands Maintenance	17,000
	6200 Public Works Director	9,422
	6210 Engineering Plans & Specifications	19,322
	6220 Engineering Operations & Administration	10,773
	6230 Right of Way Acquisition	9,613
	6240 Public Construction Management	14,980
	6300 Planning Management	23,689
	6400 Inspections	26,489
		<u>1,112,328</u>
2100 Street	4100 Street Maintenance Administration	13,178
	4110 Right of Way Maintenance	11,333
	4120 Street Maintenance	35,911
	4130 Drainage Maintenance	13,311
	5530 Sidewalks & Trails	13,244
		<u>86,977</u>

City of Fayetteville, Arkansas
Health Insurance Expense - 2000 Budget

Fund	Program	Health
2180 CDBG	4930 C.D. Administration	1,911
	4940 Housing Rehabilitation	5,667
	4960 Public Services	5,284
		<u>12,862</u>
2250 Parks HMR	9250 Parks Maintenance HMR	18,911
		<u>18,911</u>
2930 Drug	2960 Drug Enforcement	12,393
		<u>12,393</u>
5400 Water & Sewer Meter	1820 Meter Operations	61,444
	1830 Meter Maint. & Backflow Prevention	18,844
		<u>80,289</u>
W&S Maint	4000 Water and Sewer Administration	30,178
	4310 Water Distribution	38,240
	4330 Water Storage and Pump Maintenance	7,511
	4410 Sewer Main Maintenance	53,262
	5620 Water & Sewer Connections	8,704
		<u>137,895</u>
5500 Solid Waste	5000 Operations & Administration	16,933
	5010 Commercial Pickup	30,111
	5020 Residential Pickup	39,666
	5060 Recycling	33,933
	5070 Composting	33,000
		<u>153,644</u>
5550 Airport	3940 Airport Landside Operations	9,560
	3950 Airport Airside Operations	5,596
		<u>15,156</u>
9700 Shop	1910 Vehicle Maintenance	43,422
		<u>43,422</u>
Total Health Insurance - All Funds		<u><u>1,673,877</u></u>

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and the Fayetteville City Council

FROM: Kevin Crosson, Administrative Services Director *KAC*
Don Bailey, Personnel Director *DB*

DATE: October 14, 1999

SUBJECT: Employee Group Health Contract

The contract renewal date for the City's Blue Cross Blue Shield group health and endorsed dental plans is January 1, 2000. Our current group contract was adopted by the Council 1-1-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 1-1-2000 renewal is the second of the four one-year options for renewal.

Our group medical plan incurred unfavorable claims loss ratios over the past several years which resulted in premium increases. This trend has now decelerated with current incurred losses within the underwriter projections. Consequently, Blue Cross Blue Shield has offered to renew for one year, with no increase in premium or benefit change within the plan. This is confirmed by the group application forms received and the Memorandum dated 10-13-99 from Paul Teichart, Group Underwriter, a copy of which is attached.

At the close of the 1999 policy year we will have exhausted the escrow account reserves which were established utilizing premium refunds under the earlier retrospective funding arrangement. This account has been used to partially pay for premiums. Currently, the amounts are \$4.00 per month for an employee only premium and \$21.00 for a family premium. The projected annualized total of this contribution is \$77,932. Considering there is no increase in the premium for the year 2000, it is recommended the City absorb this differential and not increase the employee paid portion of the premium.

The year 2000 proposed premium schedule is as follows:

<u>EMPLOYEE ONLY</u>	<u>COMP/MAJOR MEDICAL</u>	<u>PPO</u>
EMPLOYEE PAID	\$11.06	0.00
EMPLOYER PAID	\$159.26	\$149.88
TOTAL MEDICAL	\$170.32	\$149.88
DENTAL:EMPLOYEE PAID	\$14.26	\$14.26
TOTAL PREMIUM	\$184.58	\$164.14

<u>FAMILY</u>	<u>COMP/MAJOR MEDICAL</u>	<u>PPO</u>
EMPLOYEE PAID	\$99.27	\$49.79
EMPLOYER PAID	<u>\$312.96</u>	<u>\$312.97</u>
TOTAL MEDICAL	\$412.23	\$362.76
DENTAL:EMPLOYEE PAID	<u>\$49.97</u>	<u>\$49.97</u>
TOTAL PREMIUM	\$462.20	\$412.73

The projected annual employer funding based on the current count of 242 employee only contracts and 286 family contracts is \$1,527,310. Provisions in the amount of \$1,673,877 for the group medical premium will be included in the year 2000 budget.

Memorandum

To: Don Bailey

From: Paul Teichert

Date: 10/13/99

Re: City of Fayetteville Renewal Association # 036

The renewal for the January 1, 2000 will be a rate pass and a benefits pass. The benefits will remain the same with the dual option of CMM and PPO.

CMM benefits: \$100 deductible X 2, 80% coinsurance, \$5,000 Stop loss X 2, \$500 SAE, \$3/\$10 Rx copay with the following rates.

Single	\$170.32
Family	\$412.23

PPO benefits: \$100 deductible X 2, 80%/60% coinsurance, \$5,000 in network stop loss X 2, \$10,000 out of network stop loss X 2, PPO SAE, Wellness benefit, \$3/\$10 Rx copay with the following rates.

Single	\$149.88
Family	\$362.76

Dental benefits remain the same, \$50 deductible, 100% preventive, 50% Restorative to \$1,500 maximum, with 50% ortho to \$1,000 lifetime.

Single	\$14.26
Family	\$49.97

If you have any questions, please call me at (501) 527-2322.



STAFF REVIEW FORM

x AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of November 2, 1999

FROM:

Kevin Crosson Admin. Services Dept.
 Name Division Department

ACTION REQUIRED: The City made a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased under the \$5,000 amount are now considered minor equipment. Approval of a budget adjustment is required to recognize the budget impact for 1999.

COST TO CITY:

Cost of this Request	Category/Project Budget	Gain/Loss-Sale of Assets
\$546,940.00	\$527,220.00	
5400-0940-6881-02		
5500-0940-6881-02		
5550-0955-3881-02		
9700-0970-6881-02	\$508,522.00	
Account Number	Funds Used To Date	Program Name
	\$18,698.00	Various
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item xx Budget Adjustment Attached
Stephane 10/13/99 William D. Crosson
 Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:
Therese J. Cramer 10-13-99 Yolanda Fuld 10-13-99
 Accounting Manager Date Internal Auditor Date
Ray 10-13-99 ADA Coordinator Date
 City Attorney Date
P. Vee 10-14-99
 Purchasing Officer Date

STAFF RECOMMENDATION:

Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes No
<u>William D. Crosson</u>	<u>2006/99</u>	Prev Ord/Res #: _____
Administrative Services Director	Date	Orig Contract Date: _____
<u>Fred Hamme</u>	<u>10/20/99</u>	
Mayor	Date	

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, Administrative Services Director

From: Budget & Research

Date: October 13, 1999

Subject: Budget Adjustment for Fixed Assets

The City made a policy change to increase the threshold for fixed assets from \$500 to \$5,000. Items purchased which cost less than \$5,000 are now considered minor equipment.

Approval of a budget adjustment is required to recognize the budget impact for 1999. The adjustment does not involve any cash expenditures. The effect of the change will be recorded in the Gain/Loss Sale of Assets accounts in the City's proprietary funds (Water & Sewer Fund, Solid Waste Fund, Airport Fund, and Shop Fund) for a total \$546,940. The items were purchased before the beginning of this budget year. This increase to Gain/Loss Sale of Assets will be offset by a reduction in budgeted depreciation expense and use of fund balance.

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

**FIXED ASSETS
A. 6. Page 3**

Budget Year 1999	Department: Various Division: Various Program: Various	Date Requested 11/02/99	Adjustment #
---------------------	--	----------------------------	--------------

Project or Item Requested:
To write off all fixed assets under the amount of \$5,000 in Water & Sewer, Solid Waste, Airport, and Shop funds.

Project or Item Deleted:
None

Justification of this Increase:
Adjustment of the threshold for fixed assets from \$500 to \$5,000.

Justification of this Decrease:
A 1999 accounting change in recording fixed assets.

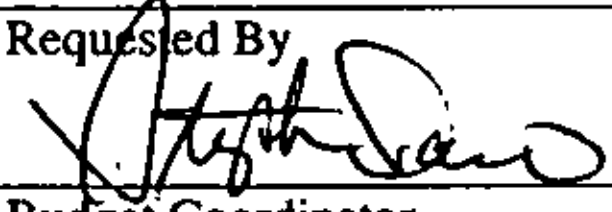
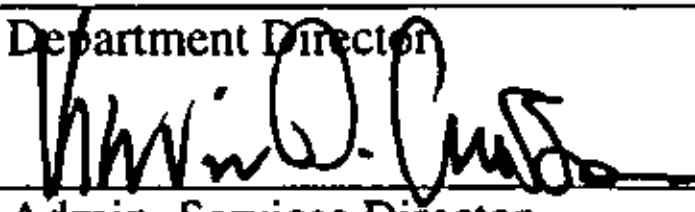
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
See Backup			

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
See Backup			

Approval Signatures

Requested By 	Date
Budget Coordinator	Date
Department Director 	Date
Admin. Services Director	15 OCT 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					

Blue Copy: Budget & Research / Yellow Copy: Requester

Budget Adjustment for Fixed Assets Written Off

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount
Gain/Loss Sale of Assets	5400	0940	6881	02	245,375
Gain/Loss Sale of Assets	5500	0950	6881	02	184,934
Gain/Loss Sale of Assets	5550	0955	6881	02	25,887
Gain/Loss Sale of Assets	9700	0970	6881	02	90,744

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount
Depreciation Expense	5400	1820	5950	00	10,284
Depreciation Expense	5400	3800	5950	00	26
Depreciation Expense	5400	4000	5950	00	3,012
Depreciation Expense	5400	4010	5950	00	256
Depreciation Expense	5400	4310	5950	00	19,932
Depreciation Expense	5400	4370	5800	00	84
Depreciation Expense	5400	4410	5950	00	2,770
Depreciation Expense	5400	5100	5950	00	21,814
Depreciation Expense	5400	5610	5800	00	96
Use of Fund Balance	5400	0940	4999	99	187,101
Depreciation Expense	5500	5000	5950	00	1,890
Depreciation Expense	5500	5010	5950	00	45,092
Depreciation Expense	5500	5020	5950	00	1,426
Depreciation Expense	5500	5060	5950	00	6,202
Use of Fund Balance	5500	0950	4999	99	130,324
Depreciation Expense	5550	3940	5950	00	7,072
Depreciation Expense	5550	3960	5950	00	358
Use of Fund Balance	5550	0955	4999	99	18,457
Depreciation Expense	9700	1910	5950	00	23,020
Use of Fund Balance	9700	0970	4999	99	67,724

OCT 14 1999
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 2, 1999.

FROM: Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 99-30.00 submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.

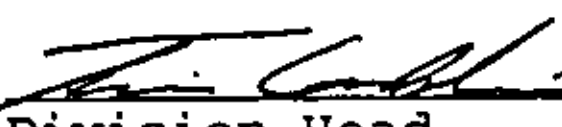
COST TO CITY:

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

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

CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY:	
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously approved the rezoning with a vote of 6-0-0. Commissioners Estes, Marr, and Ward were absent.

	10-14-99	Cross Reference
Division Head	Date	
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Tim Conklin, City Planner
DATE: October 11, 1999

RZ 99-30.00 Rezoning (Schader, pp 600) was submitted by Austin Schader for property located at 1854 S. Garland. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 2.36 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends approval of the proposed R-2 zoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: October 11, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

BACKGROUND :

The applicant requests the rezoning of approximately 2.36 acres from I-1 to R-2 (Medium Density Residential) in order to purchase a residence on the property. The rezoning request contains four tracts of land. One of the tracts is currently developed with one single family home and the remaining three are vacant. The property is surrounded on two sides by warehouse and industrial uses.

Residential uses are allowed only as accessory uses in I-1 zoning. In addition, the applicant has stated that the V.A. will not make a loan to purchase the residence because of the zoning.

ADJACENT LAND USE AND ZONING:

North: Abandoned Railroad Right-of-Way, Vacant Levi Strauss Plant, single family home, R-1 and I-1

South: Single Family Home, Washington Co. Head Start, I-1

East: Vacant, I-1

West: Warehousing, I-1

INFRASTRUCTURE:

Streets: Garland is classified as a Collector Street with 70' of right-of-way required.

Water: There is an 6" waterline along Garland Avenue.

Sewer: There is an 6" sewer line along Garland Avenue.

LAND USE PLAN:

The General Plan 2020 shows this area as Mixed Use.

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 Land Use Plan (General Plan 2020) shows this area as Mixed Use. The proposed zoning of R-2 (Medium Density Residential) is consistent with the plan.**

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

Finding: **The proposed zoning to R-2 is justified and needed at this time.**

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

Finding: **The proposed zoning to R-2 would not create or appreciably increase traffic danger and congestion in this area.**

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 to R-2 would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities. On-site and off-site improvements including sewer will be required at the time of Large Scale Development or Preliminary Plat approval.**

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**

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings
Unit 9	Multifamily Dwellings - Medium Density

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24
-------------------	---------

D. Bulk and Area Regulations.

1. Lot Width Minimum.

Mobile Home Park	100 Feet
Lot within a Mobile Home Park	50 Feet
One Family	60 Feet
Two Family	60 Feet
Three or More	90 Feet

Mobile Home Park	100 Feet
Professional Offices	100 Feet

2. Lot Area Minimum.

Mobile Home Park	3 Acres
Lot Within a Mobile Home Park	4,200 Sq. Ft.
Row House: Development Individual Lot	10,000 Sq. Ft. 2,500 Sq. Ft.
Single-Family	6,000 Sq. Ft.
Two-Family	7,000 Sq. Ft.
Three or More	9,000 Sq. Ft.
Fraternity or Sorority	2 Acres
Professional Offices	1 Acre

3. Land Area Per Dwelling Unit.

Mobile Home	3,000 Sq. Ft.
Apartments: Two or More Bedrooms	2,000 Sq. Ft.
One Bedroom	1,700 Sq. Ft.
No Bedroom	1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

To whom it may concern,

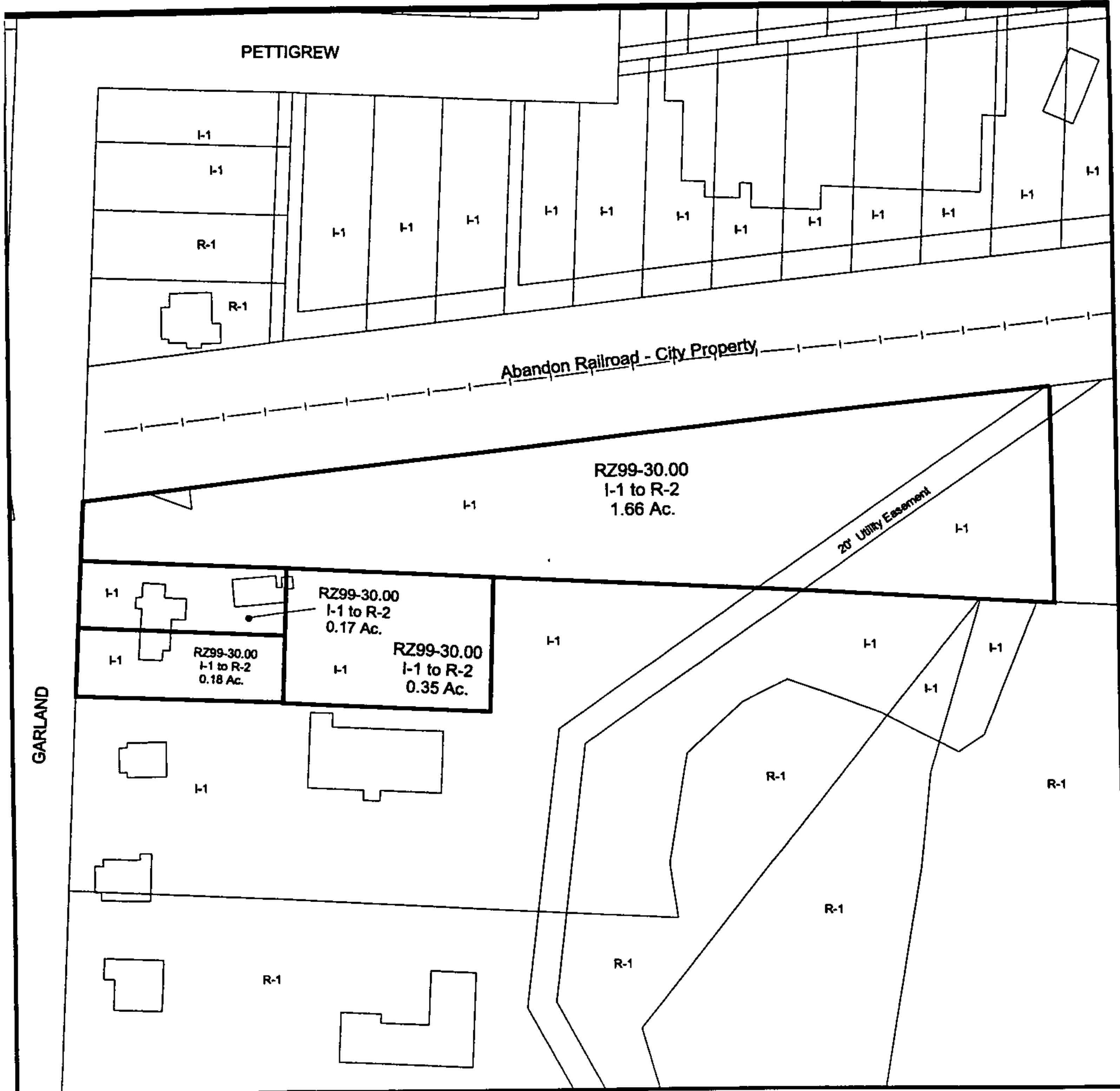
SUBJECT: REZONING OF PROPERTY @ 1854 SOUTH GARLAND

This property is zoned I-1. Our daughter is trying to purchase the property for a residence. The V.A. will not make the loan because of the zoning. We are requesting to change the zoning to R-2.

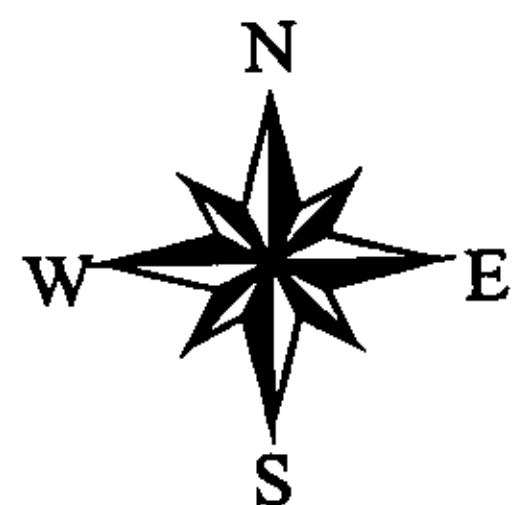
Thank You,

Austin Schader

RZ99-30.00 - Schader - Close Up

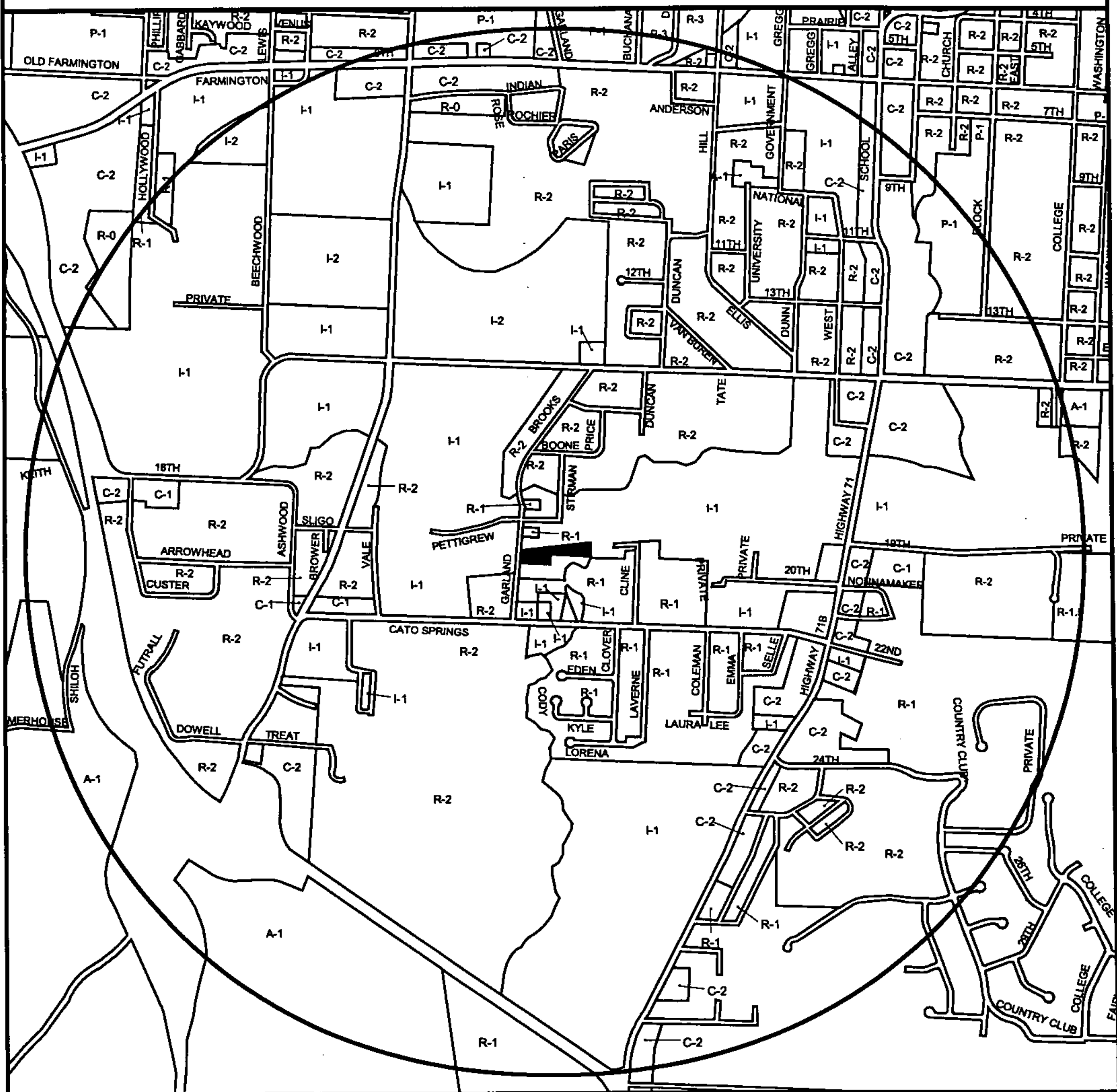


F:\Vegals\schader

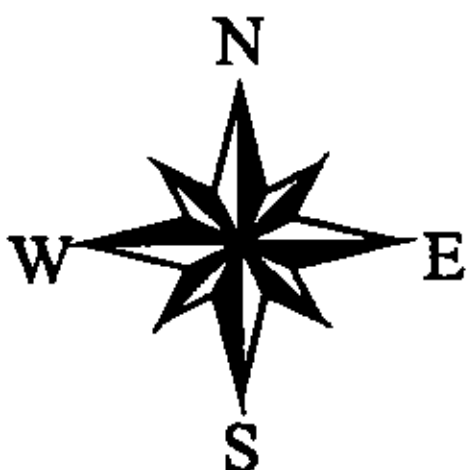


100 0 100 Feet

RZ99-30.00 - Schader - One Mile Diameter



1400 0 1400 Feet



RECEIVED

BID WAIVER

C.2. Page 1

STAFF REVIEW FORM

OCT 15 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of November 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 H.D. Cab & Chassis and Compartmentalized Body for use in the Curbside Sort Recycle Program from SAC Recycling System, 25 Bidwell Rd., South Windsor, CT 06074 (Vendor 6731)

COST TO CITY:

Cost: \$ 330,000 Trade Allowance: _____ Net Cost: \$ 330,000

Annual needs as reflected

\$ 330,000 \$ 798,866.00 Repl/Exp Sanitation Veh./Equip.

Cost of this Request

Category/Project Budget

Category/Project Name

9700-1920-5802.00
Account Number

\$ 224,163.00
Funds Used To Date

Vehicles & Equipment
Program Name

98067
Project Number

\$ 574,703
Remaining Balance

Shop
Fund

BUDGET REVIEW:

XX Budgeted Item

Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

10-15-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

10-15-99
Date

[Signature]
Internal Auditor

10-15-99
Date

[Signature]
Purchasing Officer

10-15-99
Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance.

[Signature]
Division Head

10.14.99
Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Bid Waiver

Meeting Date: November 2, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

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: October 13, 1999

SUBJECT: **Bid Waiver for the purchase of Compartmentalized Curbside Sort Recycle Vehicles for utilization in the Recycling Program.**

Attached is a proposed Ordinance providing for a Bid Waiver to purchase Compartmentalized Curbside Sort Recycle Vehicles for use in the City of Fayetteville Recycling Program. The current program has proven to be popular with a participation rate which is taxing the ability of the present workforce utilizing the fleet now on hand. In order to provide the service that was originally intended it is now necessary to add to the existing fleet.

It has been determined that the need exists to provide 8 full time routes to properly maintain the program at the expected rate. We currently have 6 complete units in operation which has handled the needs in a proper manner. The purchase of 3 additional units will provide necessary coverage for the anticipated routes and include a back up whenever a route vehicle is placed out of service due to mechanical needs or accident damage.

Due to the ability of the City to acquire completed units from SAC Recycling System of South Windsor, Connecticut, in a timely fashion at a good competitive price, it would be to our advantage to exercise the ability to purchase 3 units at the current time for delivery shortly after the first of the year. This eliminates the need to extend the time frame due to bidding requirements and further delay waiting for vehicle production. By utilizing this option, we could be saving as much as 6 months delay in placing units into operation.

Due to the fact that SAC currently has on hand chassis that are compatible with the units currently in service, delivery time will be cut substantially. Procurement of these units in that time frame will allow us to gain a much more desirable routing and efficiency of the units in operation.

The Replacement/Expansion Solid Waste Equipment - Project 98067 currently has a balance of \$574,703.00 budgeted for the calendar year 1999. Utilization of \$330,000.00

for this request will allow a balance of \$244,703.00 available for addition equipment.

This request is based on a maximum of \$110,000.00 per unit with the final dollar amount to be negotiated to include the addition of an air conditioner and grade retarder.

Upon approval of a Bid Waiver, a selection committee consisting of myself, Willie Newman, and Kevin Crosson will recommend purchase of the units currently available from SAC Recycling System to the Equipment Committee and Mayor Hanna.

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Maintenance Supervisor

Thru: Charles Venable, Public Works Director
Kevin Crosson, Administrative Services Director

From: Willie Newman, Waste Reduction Coordinator *WEN*

Date: September 15, 1999

Re: Bid Waiver for New Curbside Recycling Vehicles

With the astounding success of our curbside recycling program and the pending implementation of volume based sanitation rates, staff has requested two additional curbside recycling vehicles through the CIP process. In order to minimize the delivery schedule surrounding this request, I have made inquiries to SAC Recycling as to delivery of vehicles. They informed me that they have seven International cab and chassis on their lot ready for the body to be constructed and mounted and could be delivered by the end of the year.

The cab and chassis that SAC Recycling have on hand are identical to the one International recycling vehicle we are currently using. The International recycling vehicle is ideal for our curbside recycling program. The International has a proven track record in numerous other communities, as well as our own, using the curbside sort collection method. We have five Mack trucks which we use in this program and have had numerous problems keeping them running and have limited maneuverability compared to the International.

In an effort to support our program and maintain a strong working relationship, SAC Recycling has offered to keep the purchase price the same as our previous purchase and deliver these new vehicles by the end of the year. I am requesting that we obtain a bid waiver from the City Council and proceed with the purchase of two International recycling vehicles. The specifications for the International cab and chassis are attached. If you should have any further questions, please contact me at extension 497.

MODEL PROFILE
2000 - 4700 LP 4x2

DIMENSION: Wheelbase 236" Cab to Axle 168" Axle to Frame 97"

ENGINE, DIESEL: {International DT 466E HEUI Electronic} 49 State 190 HP @ 2300/2600 RPM, 485 lb-ft Torque @ 1500 RPM, 2600 RPM Governed Speed

TRANSMISSION, AUTOMATIC: {Allison AT-545} 4-Speed; Includes TC-290 Torque Converter, PTO Gear and Transmission Oil Filter; and Less Retarder

AXLE, FRONT, I-BEAM TYPE: {International I-80S} 8,000-lb Capacity

AXLE, REAR, SINGLE: {International N-175} Single Reduction, 17,500-lb Capacity With 190 Wheel Ends
Gear Ratio: 4.10

CAB: Conventional, Steel, 80" Wide

TIRE, FRONT: (2) 245/75R22.5 UNISTEEL G159 (GOODYEAR) 561 rev/mile, load range G, 14 ply

TIRE, REAR: (4) 245/75R22.5 UNISTEEL G124 (GOODYEAR) 557 rev/mile, load range G, 14 ply

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
SH47540	BASE CHASSIS, Model 4700 LP 4X2 with 236.0" Wheelbase, 168.0" Cab to Axle and 97.0" Axle to frame
01AEJ	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312"; 236" WB
01LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
02ADB	AXLE, FRONT, I-BEAM TYPE (International I-80S) 8,000-lb Capacity
03ADA	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 8,000-lb Capacity; With Shock Absorbers INCLUDES: : SPRING PINS 1" Diameter Bolt and Nut Type
04091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications INCLUDES: : BRAKE CHAMBERS, SPRING (2) Rear Parking : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : AIR COMPRESSOR AIR SUPPLY LINE Through Air Cleaner : BRAKE LINES Color Coded Nylon : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : DRAIN VALVE Twist-Type : INVERSION VALVE and Double Check Valve
04174	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 16 Sq. In. Brake Chambers
04273	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30 Sq. In. MGM Spring Actuated Parking Brake Chambers
04AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
04SBC	AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM INCLUDES: : GAUGE, AIR PRESSURE Dual
05AAA	STEERING COLUMN Stationary
05CAL	STEERING WHEEL 2-Spoke, Black; 18" Diam.
05PRG	STEERING GEAR (Ross TAS-40) Power
07AAY	EXHAUST SYSTEM Single, Horizontal Muffler and Short Tail Pipe, Aluminized Steel; Frame Mounted Right Side
08000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment INCLUDES: : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Self-Cancelling with Integral Hazard Switch

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	State 190 HP @ 2300/2600 RPM, 485 lb-ft Torque @ 1500 RPM, 2600 RPM Governed Speed INCLUDES: : GLOW PLUG Automatic with Light : FUEL FILTER Engine Mounted : STARTING MOTOR 37MT : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted : AIR CLEANER with Vacuator : ENGINE SHUTDOWN Electric, Key Operated : ENGINE OIL DRAIN PLUG Magnetic : OIL FILTER, ENGINE Spin-On Type : WATER FILTER Engine Mounted
12TSG	FAN DRIVE {Schwitzer DD-26} Viscous
12UGM	GOVERNOR Electronic Road Speed Type; With 62 MPH Default; Not With Bus
12UGN	THROTTLE, HAND CONTROL Electronic
12UUZ	RADIATOR Welded, Down Flow, Parallel System, 381 SqIn Area and 304 SqIn Charge Air Cooler, INCLUDES: : ANTI-FREEZE -20F (-29C) : DEAERATION SYSTEM with Remote-Mounted Surge Tank and Sight Glass : RADIATOR HOSES Premium, Rubber
12UXB	FEDERAL EMISSIONS for 1998 Mid Range International T444E, DT466E ST, DT466E HT and 530 MRD Engines With #2 Bell Housing
12VVM	CRUISE CONTROL Electronic
13AAD	TRANSMISSION, AUTOMATIC {Allison AT-545} 4-Speed; Includes TC-290 Torque Converter, PTO Gear and Transmission Oil Filter; and Less Retarder INCLUDES: : PTO DRIVE Gear 55 Teeth/20 Degree Pressure Angle/6 Pitch Spur Gear, Right : OIL FILTER, TRANSMISSION Remote Mounted on Rail
14ADV	AXLE, REAR, SINGLE {International N-175} Single Reduction, 17,500-lb Capacity With 190 Wheel Ends Gear Ratio: 4.10 INCLUDES: : REAR AXLE DRAIN PLUG (1) Magnetic
14SAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 18,500-lb Capacity
15SAC	FUEL TANK Top Draw; Rectangular, Steel, 50 U.S. Gal., 189 L Capacity With Center Step; 15.0" Tank Depth, Mounted Right Side, Under Cab
16030	CAB Conventional, Steel, 80" Wide INCLUDES: : ARM REST (2) Molded Plastic, Charcoal; One Each Door

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Switch : FUSES, ELECTRICAL SAE Blade-Type : HEADLIGHTS (2) Sealed Beam, 5" X 7" Rectangular : JUMP START STUD : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : STARTER SWITCH Electric Key Operated : TURN SIGNALS, FRONT Flush Mounted Include Reflectors and Auxiliary Side Turn Signals; : WIRING, CHASSIS Color Coded and Continuously Numbered : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
08540	HORN, ELECTRIC (2)
08GCT	ALTERNATOR {Delco-Remy America 22-SI} 12-Volt 130 Amp. Capacity
08MED	BATTERY SYSTEM {Fleetrite} Maintenance-Free (2) 12-Volt 1100CCA Total INCLUDES: : BATTERY BOX Steel; Mounted Left Side, Under Cab
08RDC	RADIO {Panasonic CRW200B} AM/FM Stereo, With Weather Band, 4 Channel At 15 Watts Each, With Electronic Tuning and Clock, Includes Multiple Dual-Cone Speakers INCLUDES: : SPEAKERS IN CAB (2) Dual-Cone
08WAU	WINDSHIELD WIPER SWITCH Intermittent; for Electric Wipers
08WBD	JUNCTION BLOCK In Cab, For Tail Light, Rear Turn Light and Backup Light Circuits.
08WDH	INDICATOR, LOW OIL PRESSURE / HIGH COOLANT TEMPERATURE; Light and Audible Alarm; Electronic Controlled
08XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
09107	FRONT END Tilting, Fiberglass INCLUDES: : MUD FLAPS, INTERMEDIATE MOUNT (2) : GRILLE Integral; Fiberglass Painted Hood Color
10060	PAINT SCHEMATIC Single Color, Design 100 INCLUDES: : PAINT SCHEMATIC ID LETTERS "AG"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt INCLUDES: : BLOCK HEATER SOCKET Receptacle Type
12NKB	ENGINE, DIESEL {International DT 466E HEUI Electronic} 49

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	: FLOOR COVERING Rubber, Black : INTERIOR SHEET METAL Painted, Color Based on the Window Ledge Color of the Exterior : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets and Retainer Nets and CB Radio Pocket with Cover; Pearl Gray with Black Pockets : COAT HANGER Located in Cab : ASH TRAY Instrument Panel Mounted : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16CCB	COLOR, INTERIOR Pearl Gray
16GAC	MIRRORS (2) Rectangular, West Coast Type, Aluminum Heads and Brackets, 16" x 7" Size with 102" Wide Spacing, Satin Anodized Finish, With Heating Elements.
16HAA	GAUGE CLUSTER English with English Electronic Speedometer and with Tachometer for Air Brake Chassis INCLUDES: : GAUGE, ENGINE OIL PRESSURE Electronic : GAUGE, WATER TEMPERATURE Electronic : VOLTMETER
16JBS	SEAT, DRIVER (International) Non-Suspension, Low Back, Vinyl, Folding Back With Storage Pocket INCLUDES: : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16WKA	HEATER (International Blend-Air) With Defroster INCLUDES: : HEATER HOSES Premium
16WRA	CAB INTERIOR TRIM Vocational INCLUDES: : STORAGE POCKET, DOOR Metal, Charcoal, Full-Length; Driver Door : "A" PILLAR COVER Molded Plastic, Pearl Gray : HEADLINER Vinyl : INSTRUMENT PANEL TRIM Molded Plastic, Pearl Gray Upper, Black Lower with Cup Holder Molded into the Upper Area of the Instrument Panel Cover : DOME LIGHT, CAB Rectangular Center Mounted with Integral Swiveling Map Light, Door Activated; : SUN VISOR (2) Padded Vinyl with Toll Ticket Strap : CAB INTERIOR TRIM PANELS Vinyl, Half-Height : DOOR TRIM PANELS Painted Metal
16ZAA	ACCESS, CAB Driver & Passenger Sides INCLUDES: : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : STEP (2) One on Each Side : GRAB HANDLE (2) Exterior, "B" Pillar Mounted, One Each Side
27DNS	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC)

VEHICLE SPECIFICATIONS
4700 LP 4X2

CODE	DESCRIPTION
	Hub Piloted, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs. INCLUDES: : WHEEL SEALS, FRONT Grease Lubricated, Includes Wheel Bearings : PAINT IDENTITY, FRONT WHEELS White
28DNS	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs INCLUDES: : WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings : PAINT IDENTITY, REAR WHEELS White
7702600179	TIRE, FRONT (2) 245/75R22.5 UNISTEEL G159 (GOODYEAR) 561 rev/mile, load range G, 14 ply
7702600192	TIRE, REAR (4) 245/75R22.5 UNISTEEL G124 (GOODYEAR) 557 rev/mile, load range G, 14 ply
804WCX	PARKING BRAKE CONTROL For Automatic Actuation; Use With Allison AT-542/545 Transmission With Dual Neutral and With Air Brakes
813AAL	TRANSMISSION SHIFT CONTROL With Park Position; For Allison AT-542/545 Transmission With Dual Neutral Positions; Less Steering Column Mount
	CAB SCHEMATIC 100AG 9219 WHITE

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Steve Davis, Budget & Research

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 13, 1999

SUBJECT: **PROPOSED CHARGES FOR NEW EQUIPMENT**

Reference your request for proposed charges on equipment prior to purchase, the following is provided for your information:

Curbside sort Recycle Truck

Replacement per month: \$1,397.92

Maint. & Overhead per month: \$ 906.36

Replacement per mile: \$ 1.40

Maint. & Overhead per hour: \$ 1.41

Minimum Monthly Charge: \$2,304.28

If you have any questions or comments, please contact me at extension 494.

X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of November 2, 1999

FROM:

Ron Petrie
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of a budget adjustment, cost share, and bid waiver in the amount of \$80,477.00 with the developer of the Serenity Place PUD, Tim Reynolds/Prestige Properties, for the construction cost difference to construct Serenity Way to collector street standards in lieu of a local street.

COST TO CITY:

\$ 80,477.00 (Estimated)
Cost of this Request

\$ 230,024.00
Category/Project Budget

Street Improvements
Category/Project Name

4470-9470-5809.00
Account Number

\$ 157,024.00
Funds Used To Date

Cost Share	Program Name

98033-0020
Project Number

\$ 73,000.00
<u>Remaining Balance</u>

Sales Tax
Fund

BUDGET REVIEW:

X Budgeted Item, | X Budget Adjustment Attached


Budget Manager

tem X Budget Adjustment Attached



Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer
Accounting Manager

10-13-99
Date


City Attorney

10-13-95
Date

P. V. Lee
Purchasing Officer

10-14-99
Date

GRANTING AGENCY:

Yslanda Field
Internal Auditor

10-13-99
Date

ADA Coordinator

Date _____

STAFF RECOMMENDATION: Approval of action items listed above.

Ann Bowers
Division Head

10-11-99
Date

Cross Reference

[Signature]
Department Director

10-15-99
Date

New Item: Yes x No


Administrative Services Director

20 OCT 99
Date

Prev Ord/Res #: _____

Kel Hamm
Mayor

10/20/99
Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description Serenity Way Cost Share

Meeting Date November 2, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Mr. Fred Hanna, Mayor

Thru: Charles Venable, PW Director *Cal*

Don Bunn, Asst. PW. Director

Jim Beavers, City Engineer *Jim B*

From: Ron Petrie, Staff Engineer *RSP*

Date: October 7, 1999

Re: Agenda Request - City Council Meeting on November 2, 1999
Proposed Budget Adjustment, Bid Waiver, and Cost-Share in the amount of \$80,477.00
with the developers of Serenity Place PUD for the construction of Serenity Way.

The Preliminary Plat for the Serenity Place PUD was approved by the Planning Commission on May 13, 1998. The approval included constructing Serenity Way as a collector street in conformance with the Master Street Plan. The approval also stated that "... the construction of Serenity Way as a collector is subject to the City Council approving a cost share agreement with Prestige Properties Development, Inc. If such agreement were to fail, the developer must construct Serenity Way as a 28' residential street."

Therefore, the City is requested to pay the difference to construct Serenity Way to collector street standards (36' in width) in lieu of a local street (28' in width). Engineering Services Incorporated have estimated these costs as follows:

City	\$ 80,477.00
Developer	\$143,258.25
Total	\$223,735.25

Based upon the information provided by the Budget & Research Division, there is a remaining balance of \$73,000.00 in the Street Improvements Cost Share Account. A Budget Adjustment of \$7,477.00 is attached recommending funding of the cost share.

SERENITY PLACE

C. 3. Page 4

Mr. Fred Hanna, Mayor

October 7, 1999

Page Two (2)

The final costs to the City will be based upon actual costs as documented by Engineering Services Incorporated subject to review by the City and may, or may not exceed the Engineer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

Budget Adjustment

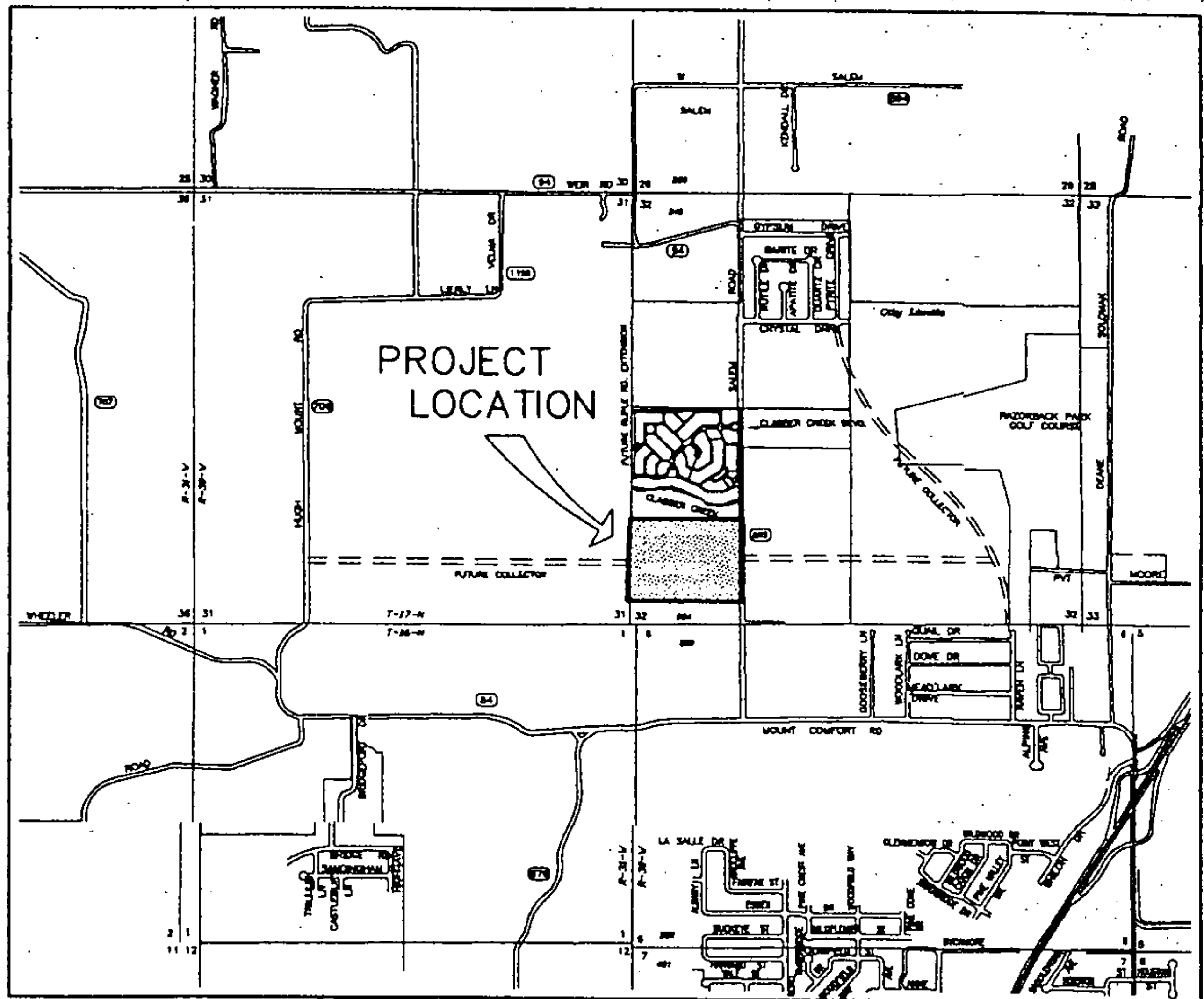
Vicinity Map

Construction Drawing

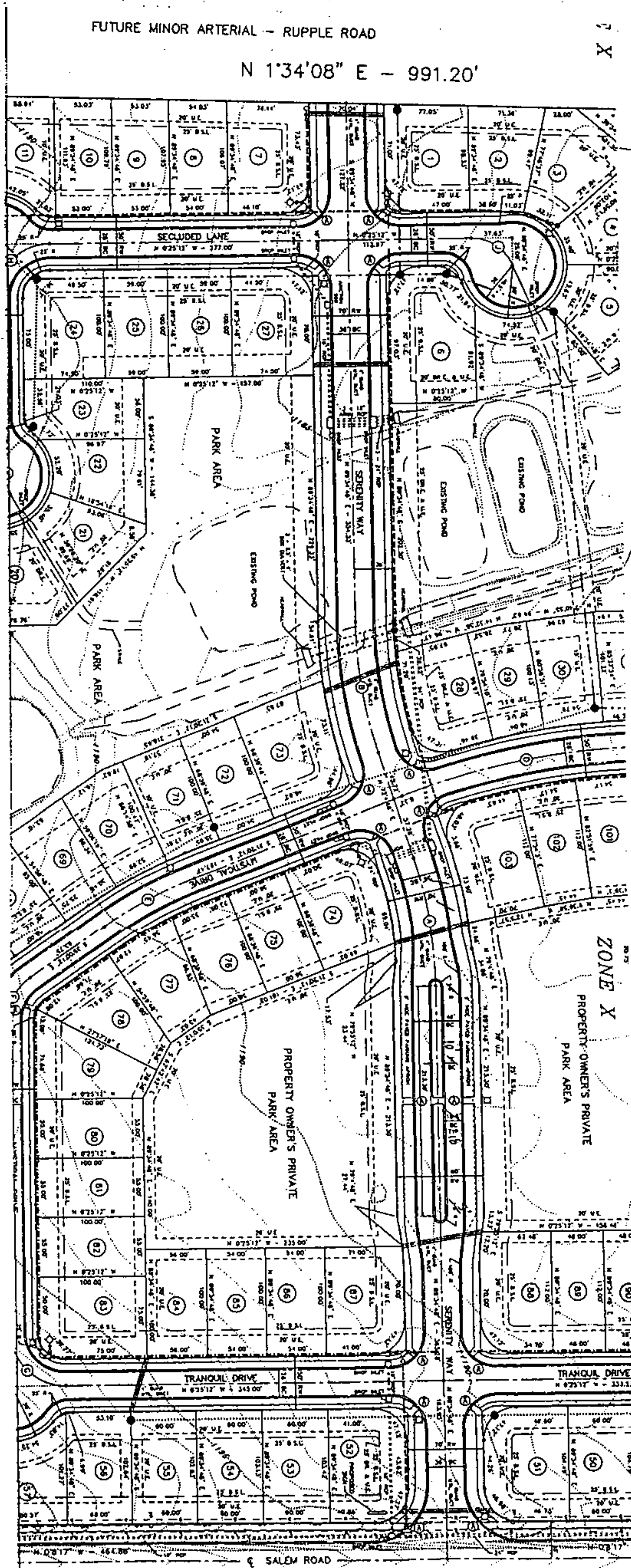
Cost Estimate from ESI

Cost-Share Agreement with Prestige Properties

Purchase Requisition



VICINITY MAP



**ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE CONSTRUCTION COSTS
SERENITY WAY - SERENITY PLACE SUBDIVISION
FAYETTEVILLE, ARKANSAS - REVISED OCTOBER 6, 1999**

SERENITY WAY AS A COLLECTOR:

Item	Quantity	Description	Unit Price	Total Amount
1	2,450 C.Y.	Excavation & Grading	5.25	12,862.50
2	2,450 C.Y.	Top Soil Stripping & Stockpiling	3.00	7,350.00
3	5,025 S.Y.	Lime Stabilization (10" Depth)	6.50	32,662.50
4	5,025 S.Y.	Asphalt (4" Binder)	8.50	42,712.50
5	5,025 S.Y.	Asphalt (2" Surface)	4.45	22,361.25
6	6,275 S.Y.	Class 7 Base Material (6" Thick)	3.86	24,221.50
7	2,890 L.F.	Curb & Gutter	8.50	24,565.00
8	2,300 L.F.	Sidewalk (6')	15.00	34,500.00
9	1 L.S.	Bonds	2,500.00	2,500.00
TOTAL STREET IMPROVEMENTS				<u>\$203,735.25</u>
CONSTRUCTION CONTINGENCY				\$20,000.00
TOTAL AS COLLECTOR				\$223,735.25

SERENITY WAY AS A LOCAL STREET:

Item	Quantity	Description	Unit Price	Total Amount
1	2,100 C.Y.	Excavation & Grading	5.25	11,025.00
2	1,950 C.Y.	Top Soil Stripping & Stockpiling	3.00	5,850.00
3	3,775 S.Y.	Lime Stabilization (10" Depth)	6.50	24,537.50
4	3,775 S.Y.	Asphalt (3" Surface)	6.68	25,217.00
5	3,775 S.Y.	Class 7 Base Material (8" Thick)	5.15	19,441.25
6	2,875 L.F.	Curb & Gutter	6.50	18,687.50
7	2,300 L.F.	Sidewalk (4')	10.00	23,000.00
8	1 L.S.	Bonds	1,500.00	1,500.00
TOTAL STREET IMPROVEMENTS				<u>\$129,258.25</u>
CONSTRUCTION CONTINGENCY				\$14,000.00
TOTAL AS LOCAL STREET				\$143,258.25
DIFFERENCE				\$80,477.00

THE CITY OF FAYETTEVILLE, ARKANSAS

October 7, 1999

Mr. Tim Reynolds
Prestige Properties Development and Construction
P.O. Box 1766
Fayetteville, Arkansas 72702

Re: Proposed cost-share for Serenity Way from a "Local" 28 ft. street to a "Collector" 36 ft. street within the Serenity Place PUD Subdivision.

Dear Sir,

This letter shall serve as the formal agreement to be presented to the City Council for consideration for the City of Fayetteville to participate in a cost share to pay for the difference in actual construction costs only to construct Serenity Way as a collector street in lieu of a local 28 ft. street and in accordance with the Master Street Plan and the conditions of approval from the Planning Commission on May 11, 1998.

As designed by your engineer, ESI, Serenity Way extends approximately 1,350 feet west of Salem Road to a proposed intersection with Ruppel Road extension as planned by the City.

Your engineer, ESI, by facsimile memo dated August 30, 1999 has estimated the costs of Serenity as a local street at \$143,258.25 and as a collector street at \$223,735.25. The estimated difference is \$80,477.00

The agenda request proposed to forward to the City Council for consideration is based upon the estimated difference of \$80,477.00 as furnished by your engineer.

If the cost-share is approved by the Mayor and the City Council, the City agrees to pay the actual and verified construction (only) cost difference to construct Serenity way as a collector in lieu of a local street up to a maximum cost of \$80,477.00 as estimated by your engineer.

If your future and actual bid prices exceed the estimate furnished by your engineer, then the cost-share agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction.

If the Mayor and/or City Council do not agree with the requested cost-share then you will only be required to construct Serenity as a local street, yet dedicate the right-of-way for a future collector street.

Mr. Tim Reynolds/Prestige Properties and your contractor further agree to construct the public improvements, including the street construction, in compliance with all City Standards and regulations. Mr. Tim Reynolds/Prestige Properties and your engineer, ESI, further agree to provide the necessary and normal design, project management, inspection and testing as necessary for a complete and accepted public street.

It is understood that the contract for construction is between Mr. Tim Reynolds/Prestige Properties and your contractor and that the City has no contractual obligation with your contractor. The City's only obligation shall be to participate in a cost share not-to-exceed \$80,477.00 based upon actual construction (only) costs (without reevaluation and re-approval by the Mayor and/or City Council).

It is further understood that upon final acceptance of the new City street, Mr. Tim Reynolds/Prestige Properties will provide to the City a copy of the invoices, quantities and records from your contractor and/or engineer and also a completed lien waiver executed by your contractor. The City will strive to make payment to Mr. Tim Reynolds/Prestige Properties within thirty (30) days after receipt of the invoices but cannot guarantee the thirty day schedule.

Please note: This is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by you. **Do not** proceed with the proposed street construction unless/until the proposed cost share is approved by the City Council and a copy signed by the Mayor is furnished to you.

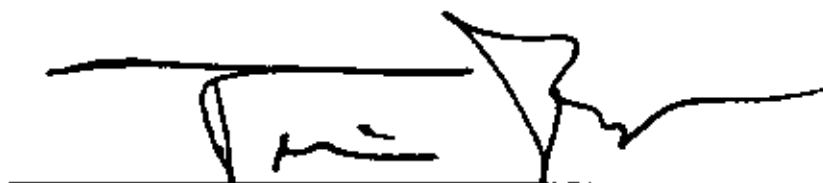
If you agree with these provisions please sign the three original letters in the space provided and return all three to me. I will proceed to schedule this on the next available City Council Agenda. Should you need any additional information please call me at 575-8208.

Thank you,

Jim Beavers, P.E.
City Engineer

Approved City of Fayetteville
Fred Hanna, Mayor

certified mail



Tim Reynolds
Prestige Properties Development and
Construction

THE CITY OF FAYETTEVILLE, ARKANSAS

October 7, 1999

Mr. Tim Reynolds
Prestige Properties Development and Construction
P.O. Box 1766
Fayetteville, Arkansas 72702

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Jim Beavers, P.E.
City Engineer

Approved City of Fayetteville
Fred Hanna, Mayor

certified mail



Tim Reynolds
Prestige Properties Development and
Construction

THE CITY OF FAYETTEVILLE, ARKANSAS

October 7, 1999

Mr. Tim Reynolds
Prestige Properties Development and Construction
P.O. Box 1766
Fayetteville, Arkansas 72702

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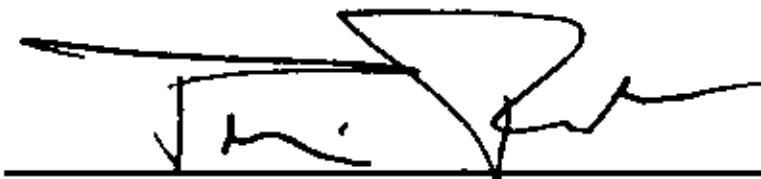
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Thank you,

Jim Beavers, P.E.
City Engineer

Approved City of Fayetteville
Fred Hanna, Mayor

certified mail



Tim Reynolds
Prestige Properties Development and
Construction

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1999	Department: Public Works Division: Engineering Program: Operations & Administration	Date Requested 10/13/99	Adjustment #
Project or Item Requested: To increase the City's cost share amount by \$7,477 for Project 98033, Street ROW/Intersection/Cost Sharing and Use of Fund Balance by \$42,523.		Project or Item Deleted: Project 96085, Cliffs to Fourth Street - Boulevard in the amount of \$50,000.	
Justification of this Increase: \$7,477 is needed to construct Serenity Way to a collector street standards in lieu of a local street.		Justification of this Decrease: The items in Project 96085 were already covered in Project 95028, The Cliffs - Cost Sharing. The remaining amount of \$42,523 that is not needed for Project 98033 will be returned to Use of Fund Balance.	

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	7,477	4470	9470	5809	00	98033	20
Use of Fund Balance	42,523	4470	0947	4999	99		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	50,000	4470	9470	5809	00	96085	20

Approval Signatures

Requested By  Budget Manager	Date 10/13/99 Date
Department Director	Date
Admin. Services Director	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					

Blue Copy: Budget & Research / Yellow Copy: Requester

REQUEST FOR VENDOR FILE MAINTENANCE

CHECK ALL AVAILABLE RESOURCES PRIOR TO SUBMISSION OF THIS REQUEST:
VENDOR LIST OR ACCESS THE SYSTEM

DATE OF REQUEST: 10-11-99 REQUESTED BY: Mary Alice Berry
DEPT/DIVISION: PW/Engr. EFFECTIVE DATE: ASAP
TELEPHONE EXTENSION: 206
TYPE OF SERVICE REQUESTED:
NEW VENDOR: X VENDOR CHANGE: _____ VENDOR RE-ENTRY: _____
VENDOR # _____ VENDOR # _____
VENDOR NAME: Prestige Properties Development and Construction
STREET OR P.O. BOX: PO Box 1766
CITY: Fayetteville
STATE: AR ZIP CODE: 72702
ATTN: Tim Reynolds PHONE: 587-0533
REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE: 530-2984 Mobile

FEDERAL ID NUMBER: 71-0786241 TYPE OF ORGANIZATION
OR
SOCIAL SECURITY NUMBER: _____ CORPORATION (100): X
PARTNERSHIP (200): _____
INDIVIDUAL (300): _____
EMPLOYEE (400): _____
PENSION (500): _____
RECIPIENT

.....
PURCHASING OFFICE USE ONLY

NEW VENDOR: _____ ENTERED BY: _____
VENDOR CHANGES: _____ : DATE: _____
VENDOR RE-ENTRY: _____ G L FILE: _____
INVENTORY FILE: _____

RECEIVED

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

OCT 07 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE*November 2*For the Fayetteville City Council meeting of ~~October 19~~, 1999

FROM:

Eric Schuldt
NamePublic Works
DivisionParks and Recreation
Department

ACTION REQUIRED:

Approval of amendment to the Park Land Ordinance.

COST TO CITY:

Cost of this Request

\$
Category/Project Budget

Category/Project Name

Account Number

\$
Funds Used To Date

Program Name

Project Number

\$
Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Joseph D. Davis
Budget Coordinator*Kevin D. Cross*
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager*9-28-99*
Date

ADA Coordinator

Date

Kimberly
City Attorney*9-28-99*
Date*Yolanda Fields*
Internal Auditor*9-28-99*
Date*P. Vice*
Purchasing Officer*9-29-99*
Date

STAFF RECOMMENDATION:

Approval of revised Park Land Ordinance fees

Connie Apperson
Division Head*9-28-99*
Date

Cross Reference

Charles Sena
Department Director*9-29-99*
Date

New Item: Yes No

Kevin D. Cross
Administrative Services Director*10 OCT 99*
Date

Prev Ord/Res #: _____

Paul Hanne
Mayor*10/17/99*
Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Mayor Hanna and City Council

Thru: Charles Venable, Public Works Director *CV*

From: Connie Edmonston, Parks & Recreation Superintendent *C.E.*
Eric J. Schuldt, Parks Development Coordinator *EJS*

Date: September 27, 1999

Re: Amendment to the Park Land Dedication Ordinance

The Parks staff and the Parks and Recreation Advisory Board requests approval of an amendment to the Park Land Dedication Ordinance. Fayetteville's Park Land Dedication Ordinance was adopted on January 20, 1981. In the past 18 years, this ordinance has enabled the City of Fayetteville to acquire 16 parks which total 96.24 acres and over \$885,000.

This money in lieu fee is based on the average cost per acre of land in Fayetteville. In 1997, the formula was updated to the average cost per acre of \$15,000. Today, the average cost per acre is \$18,750. The new average was derived from the following sources:

Troy Belote - Appraiser	\$15,000 - \$25,000 per acre
The Real Estate Consultants	\$10,000 - \$20,000 per acre
George Fawcett	\$20,000 - \$25,000 per acre
Jim Lindsey & Associates	\$15,000 - \$20,000 per acre

Please note the range in the cost per acre. This is a reflection of the property location. The average cost was \$18,750, which computes to a 25 percent increase from the current average. This proposed 25 percent increase in 1999 is similar to the increase that took place in 1994 and 1997. In 1994, there was a 33 percent increase and a 25 percent increase in 1997.

The proposed fees are as follows:

	<u>Current Fees</u>	<u>Proposed Fees</u>
Single Family Units:	\$375	\$470
Multi Family Units:	\$300	\$375
Mobile Home Units:	\$225	\$280

The Park Land Ordinance requires a review of the fees every two years. The changes in the Park Land Dedication Ordinance fees will improve the opportunity to develop existing and new parks. Please call Connie at extension 473 if you have any questions.

Attachments: Ordinance 159.30 (K)
PRAB Meeting Minutes - October 4, 1999

ORDINANCE NO. 4068

AN ORDINANCE AMENDING SECTION 159.30(K), REQUIRED DEDICATION OF LAND FOR PUBLIC PARK SITES, SUBSECTION (1)(g), OF THE CODE OF FAYETTEVILLE TO INCREASE THE CONTRIBUTION FORMULA TO REFLECT AN INCREASE IN THE AVERAGE MARKET PRICE.

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

Section 1. That §159.30 (K), Required Dedication of Land for Public Park Sites, Subsection (1)(g), of the Code of Fayetteville, shall be deleted and the following inserted in its stead:

§159.30(K) Required Dedication of Land for Public Park Sites.

(1)(g) A contribution in lieu of land dedication shall be made according to the following formula: \$375 for each single-family unit, \$300 for each multifamily unit, and \$225 for each mobile home unit permitted within the subdivision under the City's zoning regulations. The Parks Department shall review the contribution formula every two (2) years and make a recommendation to the City Council following such review.

PASSED AND APPROVED this 4th day of November, 1997.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk



5. Amendment to the Park Land Ordinance:

The Park Land Dedication Ordinance requires a review of the fees every two years. Fayetteville's Park Land Ordinance was adopted on January 20, 1981. In the past 18 years, this ordinance has enabled the City of Fayetteville to acquire 16 parks which total 96.24 acres and over \$885,000. In 1997, the formula was updated to the average cost per acre of \$15,000 [\$159.30 (K)]. Based on a survey, the average cost per acre today is \$18,750 which computes to a 25 percent increase from the current average. The proposed fees are as follows:

	<u>Current Fees</u>	<u>Proposed Fee</u>
Single Family Units:	\$375	\$470
Multi Family Units:	\$300	\$375
Mobile Home Units:	\$225	\$280

In 1994 there was a 33 percent increase and a 25 percent increase in 1997.

Discussion was held regarding the range of property values throughout the city and the formula used in the Park Land Dedication Ordinance.

MOTION:

Mr. Alexander moved to recommend to City Council approval of the Amendment to the Park Land Ordinance as presented.

Mr. Stockland seconded the motion.

The motion was approved 8-0-0.

**AGENDA SESSION
OCTOBER 26, 1999**

FOR

**CITY COUNCIL MEETING
NOVEMBER 2, 1999**

NEW ITEMS

1. Hanna Moore Development
2. VA 99-14.00: Candlewood

STAFF REVIEW FORM

_____ AGENDA REQUEST
XXX CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of _____

FROM:

W.A.Oestreich

Fleet Operations

Administrative Svcs.

Name

Division

Department

ACTION REQUIRED:

Approval of Lease Agreement with Hanna Moore Development, 319 Ila, Fayetteville, Ar., 72701 for a 6 Month Lease for Heated Storage Located at 1671 Fred Hanna Drive, Fayetteville, AR per Bid 99-77. Agreement will be for the period of 6 months, from November 1, 1999 to April 30, 2000.

COST TO CITY:

\$ 12,450.00

\$ See Attached

Rent Expense

Cost of this Request

Category/Project Budget

Category/Project Name

2250-9250-5308.00

\$ See Attached

2100-4100-5308.00

Funds Used To Date

Program Name

2100-5530-5308.00

5400-4000-5308.00

9700-1910-5308.00

\$ See Attached

Street, Water & Sewer, Parks Dev. +
Fund Shop

Account Number

Remaining Balance

BUDGET REVIEW:

XX Budgeted Item Budget Adjustment Attached

[Signature]

Budget Manager

[Signature]

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

10-25-99
Date

[Signature]
Internal Auditor

10-25-99
Date

[Signature]
City Attorney

10-25-99
Date

[Signature]
ADA Coordinator

Date

[Signature]
Purchasing Officer

10-25-99
Date

STAFF RECOMMENDATION:

[Signature]
Division Head

10-25-99
Date

Cross Reference

Department Director

Date

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

[Signature]

Administrative Services Director

25 OCT 99
Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Orig Contract Number: _____

City of Fayetteville, Arkansas

Services & Charges Category

Street Division, Sidewalk & Trails Division, Parks Division, Water & Sewer Operations Fleet Operations

		Category Budget	Committed Amt	Remaining Amt
Street Division	2100-4100	461,299	412,522	48,777
Sidewalk & Trails Division	2100-5530	97,923	79,912	18,011
Parks Division	2250-9250	142,515	63,574	78,941
Water & Sewer Administration	5400-4000	1,899,574	1,517,071	382,503
Fleet Operations	9700-1910	615,662	442,350	173,312

City of Fayetteville
Units to be Stored in the Heated Storage Building
Percentage Charged to Divisions

Fleet	10%	Based on one vehicle and a reduction in maintenance costs
Parks	15%	Based on 5 pieces of equipment and less maintenance costs
Sidewalk & Trails	5%	Based on 1/3 piece of equipment (Concrete Truck) and less maintenance costs
Street	45%	Based on 15.33 pieces of equipment and less maintenance costs
Water & Sewer	25%	Based on 7.33 pieces of equipment and less maintenance costs
	<u>100%</u>	
73 Ford Ln8000 Wash Unit	Fleet	
Brush Hogs (3 units)	Parks	
961 Monroe 38 6-8 Disc.	Parks	
949 Progressive Mower	Parks	
90 Bomag Roller	Street	
88 Broce Broom	Street	
731 Ford F-800 W/ Spreader	Street	
730 Ford F-800 W/ Spreader	Street	
54 Wedgefoot Roller	Street	
732 Ford Ln-8000/Hiway	Street	
733 Ford Ln-8000/Hiway	Street	
84 Mac Sp300/Leach Vac	Street	
53 Chev Oil Dist.	Street	
66 I/R Roller	Street	
59 GMC Pro Patch	Street	
60 GMC/Elgin Sweeper	Street	
63 C/R Paver	Street	
65 Ferguson Roller	Street	
69 Wirtgen Milling Machine	Street	
86 Cement Truck	Street, W/S, Sidewalk	
80 Sewer Camera Van	W/S	
89 Mack/Vactor	W/S	
83 Ford F-800/Vactor 850	W/S	
75 Sewer Equip. Bucket	W/S	
85 Asphalt Spreader	W/S	
79 Sewer Equip. Washer	W/S	
81 Sykes 6" Pump/Trit	W/S	

BID: 99-77
DATE: 10/11/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: VEHICLE & EQUIPMENT STORAGE FACILITY

BIDDER		ITEM #1	ITEM #2
BERT HANNA RENTALS		\$1875.00 monthly heated	\$1875.00 monthly un-heated
HANNA-MOORE DEV		\$2500.00 monthly heated	\$2500.00 monthly un-heated

Certified by P Vice P Vice Purch Mgr
Witness R Williams Date 10/11/99

COMMERCIAL LEASE

THIS LEASE is made between Hanna-Moore Development herein called Lessor, and City of Fayetteville, herein called Lessee.

Lessee hereby offers to lease from Lessor the Premises situated in the city of Fayetteville, County of Washington, State of Arkansas, described as six buildings with the located at the following:

1. 1671 Fred Hanna Dr. - A 10,000 Square Foot Building

With the following Terms and Conditions:

- 1. Term and Rent:** Lessor demises the above premises for a term of **Six Months** commencing **November 3, 1999** and terminating on **May 3, 2000**, or sooner as provided herein at an semi-annual rate of **Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00)** payable in monthly installments of **One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00)** due in advance on the first day of each month for that month's rental during the term of the Lease. All rental payments shall be made to the Lessor, at the address designated by the Lessor.
- 2. Use:** Lessee shall use and occupy the premises for warehouse and storage. These premises shall be used for no other purposes. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance of Premises:** Lessor tenders the premises in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at the termination, hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations.
- 4. Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Any alterations made by the Lessee shall become the property of the Lessor without any compensation being given by the Lessor to the Lessee.
- 5. Ordinations and Statutes:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises occasioned by or affecting the use thereof by the Lessee.
- 6. Assignment and Subletting:** Lessee shall not assign this Lease or Sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease and make all sums due under the Lease due and payable immediately.
- 7. Utilities:** All applications and connections of necessary services on the premises, electricity, gas, water, sewer, sanitation, which are provided by the Lessee, shall be made in the name of the Lessee only, and Lessee shall be solely liable for charges as they become due, including those for telephone and television cable services.
- 8. Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times upon reasonable notice, for the purpose of inspecting same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- 9. Possession:** If Lessor is unable to deliver possession of the premises at the commencement hereof,

Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 45 days of the commencement of the term hereof.

10. **Indemnification of Lessor:** Lessor shall not be liable for any damage or injury to Lessee, or any other person or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless for any claims for damages, no matter how caused.
11. **Insurance:** Lessor is responsible for providing insurance for the replacement value of the building. LESSEE is responsible for providing insurance for the actual value of contents.
12. **Eminent Domain:** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting the Lessee's use of the premises, shall be taken by eminent domain, this Lease shall terminate on the date title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Lessee. Lessee shall not be entitled to any part of the award of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving charges.
13. **Destruction of Premises:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on such premises. If such repairs cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to the extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
14. **Lessor's Remedies of Default:** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure such default within 15 days, after the giving of such notice (or if such other notice is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than ten (10) days notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as herein provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. **Security Deposit:** No security deposit will be collected or required.
16. **Attorney's Fees:** In the case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
17. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at any other places as may be designated by the parties from time to time.

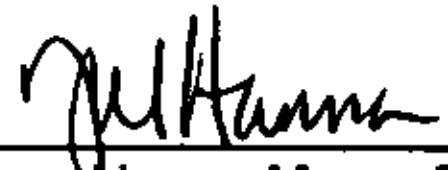
18. **Heirs, Assigns and Successors:** This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
19. **Option to Renew:** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of ONE (1) YEAR commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the initial lease term. If the notice is not given in the manner provided herein within the time specified, this option shall expire.
20. **Subordination:** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
21. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made part of this lease before the parties execution hereof:
22. **Lessee's Warranties:** Lessee warrants not to cause any waste or hazardous materials to be deposited upon premises that would violate any municipal, county, state or federal regulations.
23. **Quiet Enjoyment:** Lessor has good title to the premises, authority to enter this lease and warrants quiet title to the Lessee so long as Lessee complies with the terms hereof.
24. **Correspondence:** Correspondence should be sent to the following:

If to the Lessor: Thad Hanna
Hanna Moore Development
319 Ila
Fayetteville, AR 72701

If to the Lessee: City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Signed this _____ day of _____ 19____

By _____ DATE _____
Lessee: City of Fayetteville
By Fred Hanna, Mayor

By  _____ DATE 10/25/99
Lessor: Hanna-Moore Development
By Thad Hanna

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:

Vendor Name:

Hanna Moore Development

Address:

319 Ila

City:

Fayetteville

State:

AR

Zip:

72701

Requester:

W.A. Oestreich

*Requester's Employee#:

241

Extension:

494

Requisition No.:

P.O. Number:

Date:

10/25/99

Expected Delivery Date:

Mail:

Yes XX No

Taxable:

Yes No XX

Division/Head Approval:

W.A. Oestreich

Item

Description:

Qty

Unit of Issue

Unit Cost

Extended Cost

Account Number:

Project/SubProject Number:

Inventory #

Fixed Asset #

1 Rental of Heated Storage Building

6

Mo

\$1,875.00

\$11,250.00

2100-4100-5308-06

45%

Located at 1671 Fred Hanna

2100-5530-5308-06

5%

2 Utilities to be reimbursed @ Cost

2250-9250-5308-06

15%

plus 10% Administrative Charge

6

Mo

\$200.00

\$1,200.00

5400-4000-5308-06

25%

9700-1910-5308-06

10%

SHIPPING/HANDLING

Special Instructions:

This vendor is being utilized per Bid 99-77 as they comply with the location of the property, accessibility for the equipment which will be stored, security and availability of storage space. Location change for sq. ft. cost was approved by vendor.

Subtotal: \$12,450.00

Tax:

TOTAL: \$12,450.00

Approvals:

(for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

Vendor List
Covered & Heated Storage

Al Hughes Agency
1765 N College
Fayetteville, AR 72793

Coldwell Banker Faucette
3589 N College
Fayetteville, AR 72703

Dykes Bassett Mix & Assoc
3263 N College
Fayetteville, AR 72703

Century 21
3460-A N College
Fayetteville, AR 72703

Re/Max Associates
1088 E Millsap Rd
Fayetteville, AR 72703

Lindsey Management Company
1165 Joyce Blvd
Fayetteville, AR 72703

Burt Hanna Rentals
1421 E 15th St
Fayetteville, AR 72701

Lazenby Properties
1031 N college
Fayetteville, AR 72701

NOTICE TO BIDDER

BID NO. 99-77

COMMODITY: VEHICLE & EQUIPMENT STORAGE FACILITY

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., OCTOBER 11, 1999, for the furnishing of: **COMMODITY: VEHICLE & EQUIPMENT STORAGE FACILITY**

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

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

Peggy Vice, Purchasing Officer

PUBLISH 10/4/99 NORTHWEST ARKANSAS TIMES - *attn: Diane*

Billing refer to P.O.# 99-3521

CITY OF FAYETTEVILLE

113 W. MOUNTAIN ST.
FAYETTEVILLE, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: **99-77**

DATE ISSUED: September 30, 1999

DATE & TIME OF OPENING: October 11, 1999 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNITS: N/A

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QUANTITY:	* UNIT PRICE: PER SQ. FT.	*TOTAL PRICE
1.	4000 Square Foot Storage Area Heated to prevent Freezing Specifications Attached	1	\$ _____	\$ _____

***FOLLOWING MUST BE SPECIFIED:**

LOCATION: _____

TOTAL SQUARE FEET: _____

OF OVERHEAD DOORS: _____

SIZE OF OVERHEAD DOORS: _____

OF PERSONNEL DOORS: _____

TYPE OF HEAT AVAILABLE: _____

PROPOSED METHOD OF CHARGE FOR UTILITIES: _____

AREA SECURITY:_____

LIGHTING AVAILABLE:_____

2. 4000 Square Foot Storage Area
Covered, Not Heated
Specifications Attached 1 \$ _____ \$ _____

***FOLLOWING MUST BE SPECIFIED:**

LOCATION:_____

TOTAL SQUARE FEET:_____

OF OVERHEAD DOORS:_____

OF PERSONNEL DOORS:_____

PROPOSED METHOD OF CHARGE FOR UTILITIES:_____

AREA SECURITY:_____

LIGHTING AVAILABLE:_____

BIDDER IMPOSED RESTRICTIONS:_____

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

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*STATE: _____ ZIP: _____

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

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

BID 99-77
SPECIAL TERMS & CONDITIONS

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

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
6. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid

Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

7. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

BASIC SPECIFICATIONS VEHICLE & EQUIPMENT STORAGE AREAS

THESE ARE MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

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

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis.

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

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

ITEM 1. HEATED VEHICLE & EQUIPMENT STORAGE FACILITY

MINIMUM SPECIFICATIONS ONLY

AREA:	4000 Square Feet
LOCATION:	Within a 3 mile radius of City of Fayetteville Administration Building located at 113 W. Mountain Street, Fayetteville, AR. This location must be readily accessible for use on a 24 hour basis. Drive way and gate shall have sufficient clearance to allow Tractor/Trailer access to the area.
DOORS:	A minimum of 2 overhead doors with a minimum width of 10' and a minimum height of 14'. Please indicate if power or manual operation.

UTILITIES: Lighting to be provided for 24 hour operation. Heat shall be provided to allow storage of units without dropping below 35 degrees. Method of billing shall be indicated on the bid form. (Included with lease cost or billed separately on a reimbursement basis.)

ITEM 2. UNHEATED VEHICLE & EQUIPMENT STORAGE FACILITY

MINIMUM SPECIFICATIONS ONLY

TYPE OF FACILITY: A covered storage area to be provided to give protection from the elements. If cover only is provided, please specify security measures.

AREA: 4000 Square Feet

LOCATION: Within a 3 mile radius of City of Fayetteville Administration Building located at 113 W. Mountain Street, Fayetteville, AR. This location must be readily accessible for use on a 24 hour basis. Drive way and gate shall have sufficient clearance to allow Tractor/Trailer access to the area.

DOORS: If an enclosed area is provided, a minimum of 2 overhead doors with a minimum width of 10' and a minimum height of 14'. Please indicate if power or manual operation.

UTILITIES: Lighting to be provided for 24 hour operation. Method of billing shall be indicated on the bid form. (Included with lease cost or billed separately on a reimbursement basis.)

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 5, 1999.

FROM:	Planning	Public Works
Tim Conklin		
_____ Name	_____ Division	_____ Department

ACTION REQUESTED: To approve an ordinance for VA 99-14.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.

COST TO CITY:

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

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

CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY:	
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted to approve the vacation request on the Consent Agenda. There was no discussion of the item; however, minutes are attached.

	10-26-99	<u>Cross Reference</u>
Division Head	Date	
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

CONSENT AGENDA

Approval of Minutes - October 11, 1999

Johnson: The first item is the approval of the Minutes from the October 11, 1999 meeting. Are there any changes or corrections? If not, then they'll stand approved as distributed last week.

AD99-25: ADMINISTRATIVE MASTER STREET PLAN AMENDMENT, PP168

This item was submitted by Dave Jorgensen of Jorgensen and Associates. The request is to remove a proposed minor arterial street from the Master Street Plan. The proposed street is located north of Howard Nickle Road and west of Highway 112.

VA99-14: VACATION CANDLEWOOD DEVELOPMENT, LLC, PP294

This item was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of David Chapman of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25 foot sewer easement.

Johnson: Is there any member of the Commission who would move to remove an item from the Consent Agenda? Is there anyone in the audience who would request that we remove either of these two items from the Consent Agenda? Seeing none and we will vote on the Consent Agenda.

Roll Call

Upon roll call, the consent agenda was passed with a vote of 7-0-0. Commissioner Hoover and Commissioner Odom were not present.

PC Meeting of 25 Oct 99

FAYETTEVILLE

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

Utility Easement Vacation
Candlewood Development

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, P.E., Staff Engineer
DATE: October 21, 1999

Project: VA 99-14.00: Vacation (Candlewood Development, LLC, pp 294) was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Candlewood Development, LLC for property located on lots 40 to 44 in Candlewood Development. The request is to vacate the 25' sewer easement.

The easement only contains an existing sanitary sewer line that has been relocated with the construction of this subdivision. Please refer to the attached drawings for exact location and dimensions.

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

Ozarks Electric - No objections.
Southwestern Electric Power Company - No service.
Arkansas Western Gas - No objections.
SW Bell - No objections.
TCA Cable - No objections.

City of Fayetteville:

Water/Sewer - No objections provided that the approval is subject to following conditions:

1. Final inspection and acceptance of the new sewer line.
2. Final Plat being recorded.
3. Accurate record drawings submitted to the City.
4. A 20' minimum easement being provided for all new and existing water and sewer lines in or bordering the development.

Street Department - No objections.
Solid Waste - No objections.

Recommendation: Approval of the requested easement vacation subject to the conditions as listed by the Water/Sewer Maintenance Superintendent.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: 10 / 25 / 99

Comments:

CITY COUNCIL ACTION: yes Required
_____ Approved _____ Denied

Date: / /

**PETITION TO VACATE A PORTION OF A UTILITY AND DRAINAGE
EASEMENT LOCATED ON LOTS 40-44 SPACE OF CANDLEWOOD
SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS.**

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, on Lots 40-44 of Candlewood Subdivision to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

Part of the SE 1/4 of the SW 1/4 of Section 31, T17N, R29W in Washington County Arkansas and being described as follows: Commencing at the SE corner of the SW 1/4 of said Section 31 thence West 1215.79 feet, thence North 26.64 feet to the P.O.B. thence N 60°31'29" E 116.96 feet, thence N38°44'54" E 357.92 feet, thence N 26°46'55" E 117.16 feet, thence S 38°50'11" W 467.74 feet, thence S 60°31'29" W 119.12 feet, thence S 05°04'28" W 19.85 feet, thence N 85°54'03" E 20.20 feet to the POB; containing 13,346.29 SF.

The petitioners request that the City of Fayetteville, Arkansas abandon and vacate the above-described easement.

The petitioner further request that the above described easement be vested in the abutting property owner as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate and that title to said real estate sought to be abandoned by vested in the abutting property owner as provided by law, and as to that particular land the owner be free from the easements of the public.

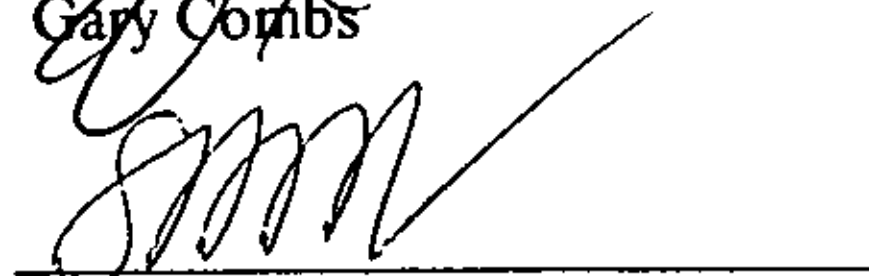
Dated this 20~~th~~ day of SEPT., 19 99



Gary Combs

9/20/99

Date

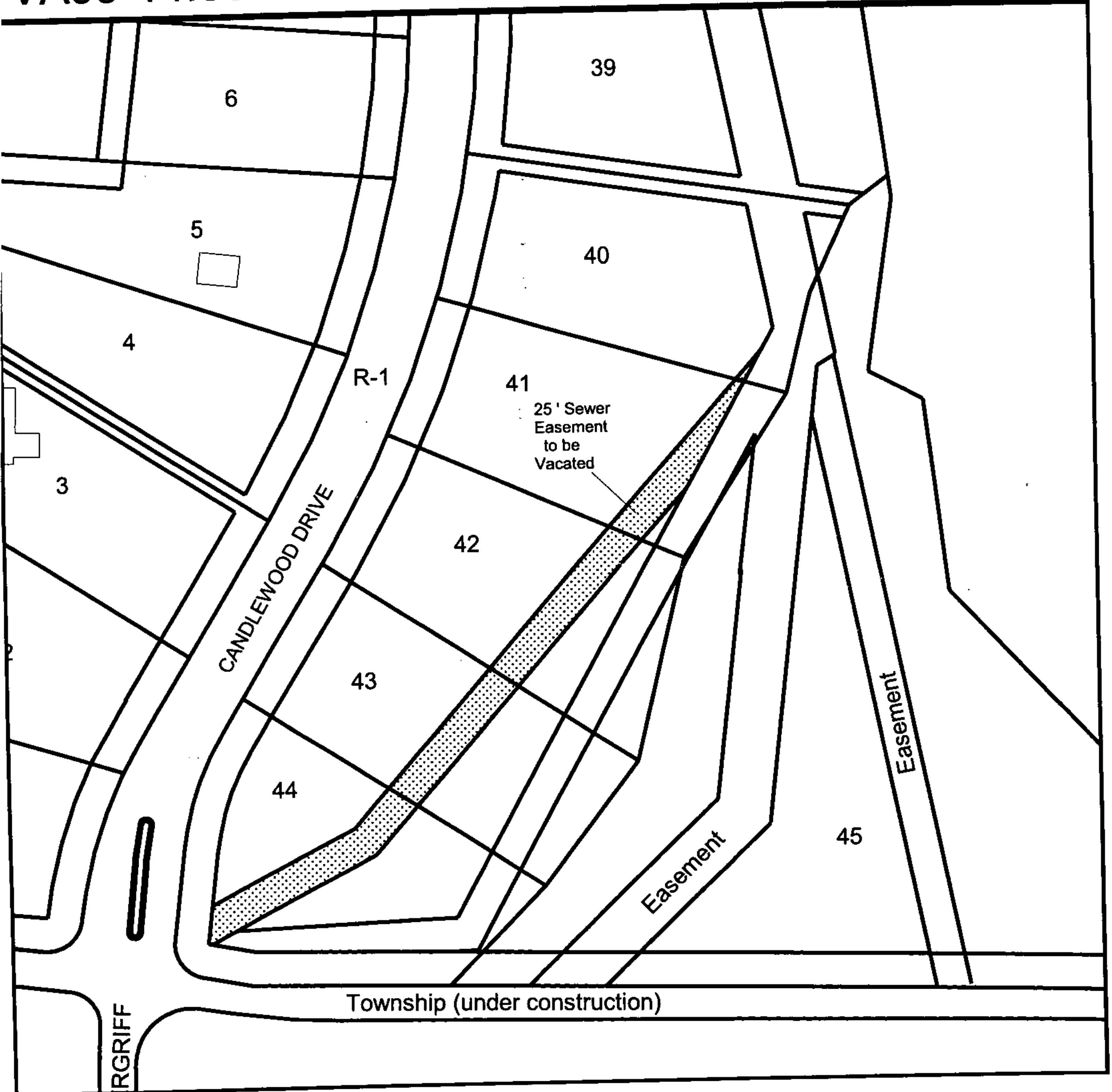


Tom Terminella

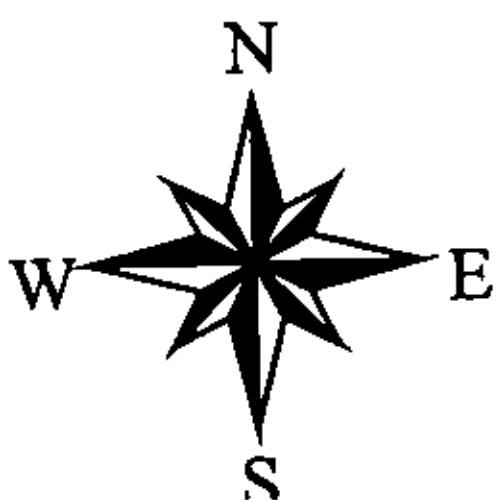
9/20/99

Date

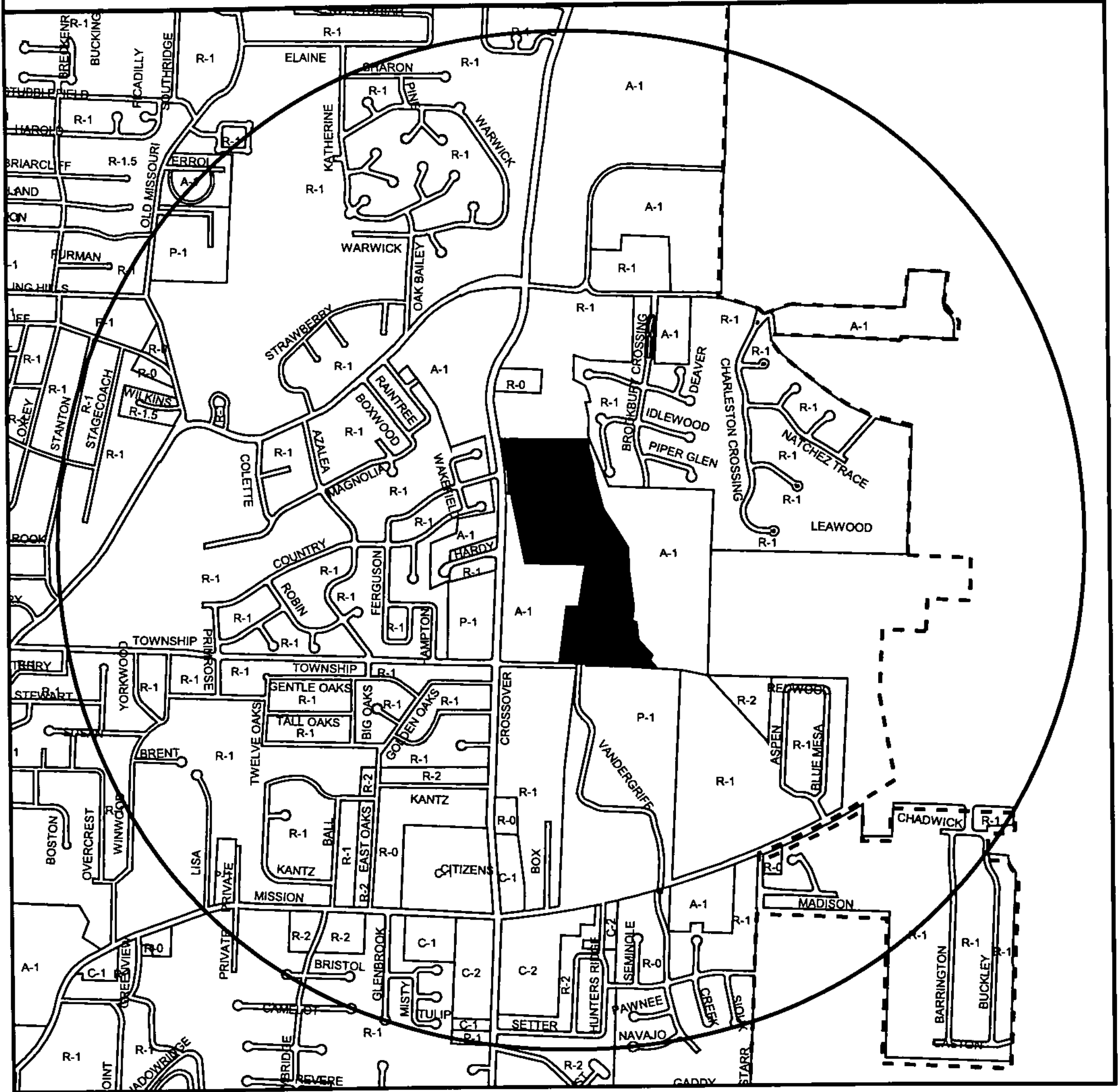
VA99-14.00 - Candlewood Development - Close Up



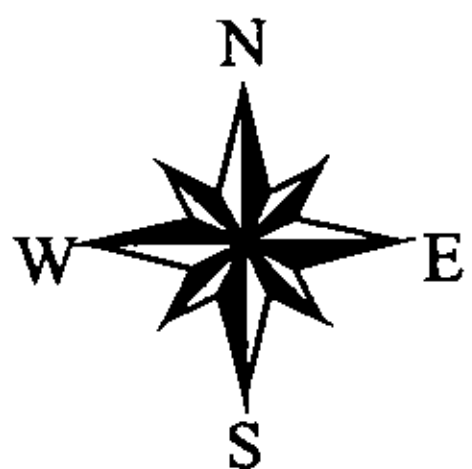
100 0 100 Feet



VA99.00-14.00 - Candlewood Development- One Mile Radius

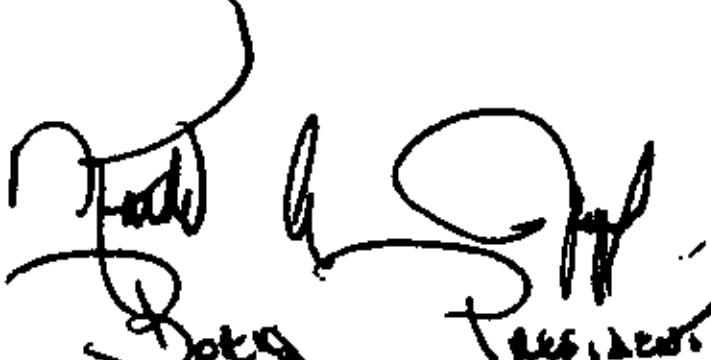


1400 0 1400 Feet



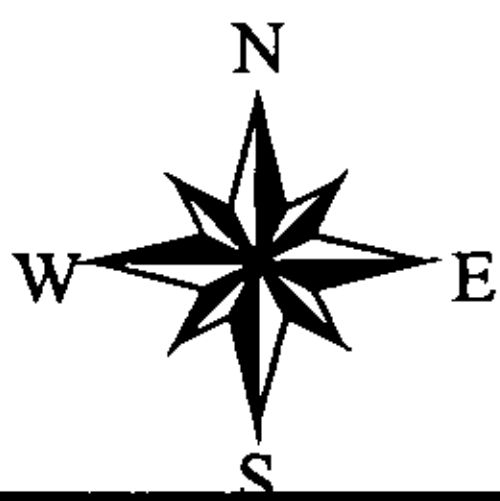
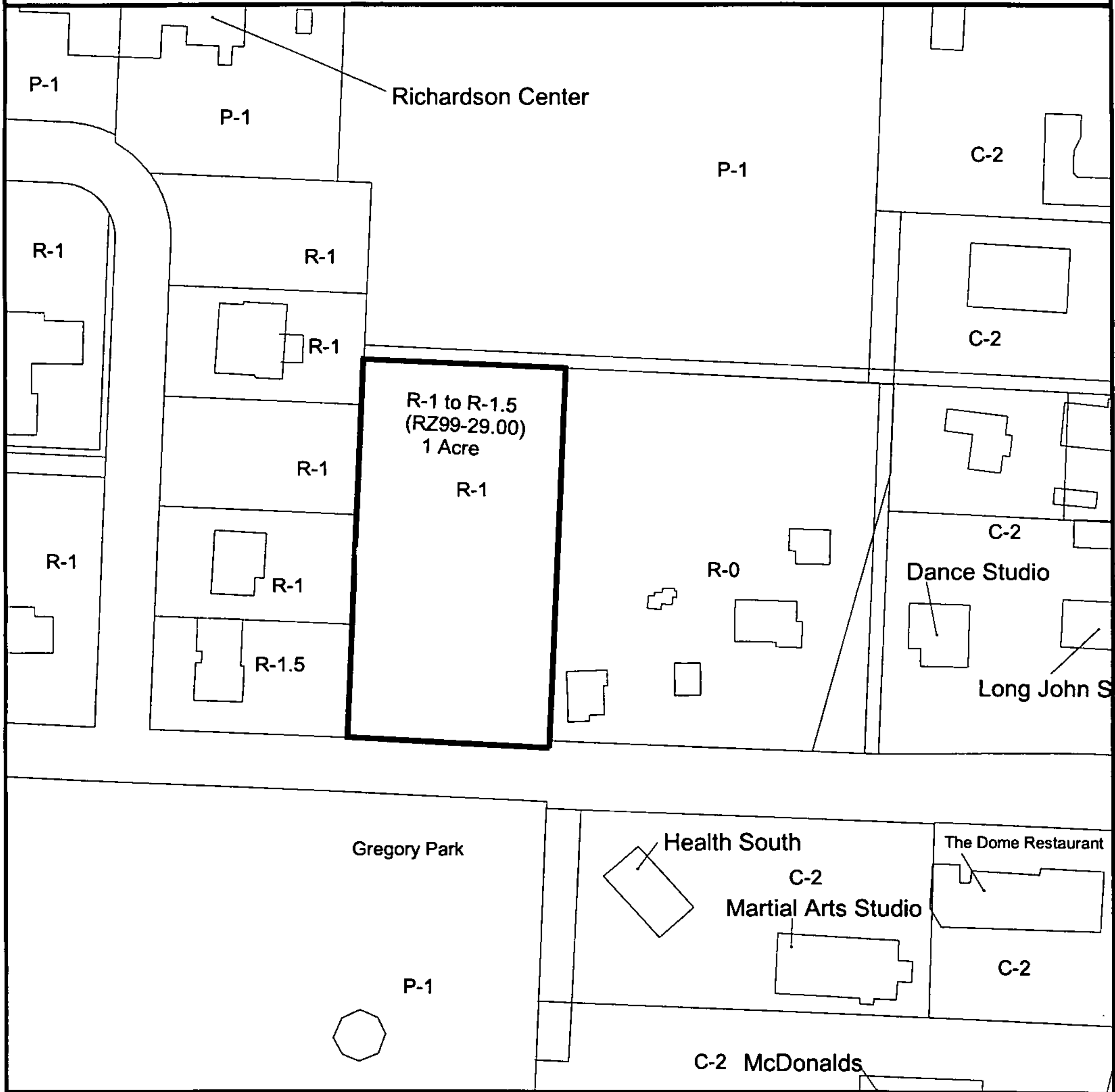
Oct. 8, 1999

The R.C. Board of Directors
wishes to express its concern
re: potential rezoning on
Sycamore St. We are concerned
by ^{the} possible negative impact to the
environment as well as increased
traffic which could pose a threat
to our students.


Fred L. Smith
President

cc. 11/4/99

RZ99-29.00 - Atlas Construction - Close Up



100 0 100 Feet

We, the undersigned members
of the Richardson Center staff,
are concerned about the close
proximity of the proposed
apartment dwellings on Sycamore.
We feel the additional traffic
and apartment populations would
present some concerns for
our students. We hope the
Planning Commission will deny
this variance.

Joanne Carlson, Dir. of Children's Services
Ann Kennedy, OTR/L

Lisa Colwell

Vicki Lushy - parents

Brenda Howard

Jessie Dudley

Shirley

Amanda Eay

Connie Frederick

Crystal Hughes

Teri Henderson

Granda Proctor

Mary Hudspeth

Jaquelyn Wagner

Paula O'Hara

Patricia Gathenry (parent)

Jason Petersen

Dana Fortuin

Shirley

Danielle McCranie

Brianna N. Crowley

Cynthia

Kim Jones

Mona G. Lunn

Teresa Smithson

Amanda Schatz

Rhonda Greenlee

R. N. L.

RECEIVED

NOV 02 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

We, the undersigned, request the City Council deny the proposal to re-zone the property on Sycamore.

- ① Nancy Allen 1917 Woodland AV
- ② Kate Allen 1917 Woodland Ave.
- ③ Alice G. Dick 24 W. Poplar
- ④ Melba Nash 100 W. Poplar
- ⑤ Mary Jane Haven 109 W. Poplar
- ⑥ Tom Ramsey 140 W. Poplar
- ⑦ ~~M. M. M.~~ 140 W. Poplar
- ⑧ Michael Cray 1933 Yates Ave.
- ⑨ Mike Smith 1915 YATES
- ⑩ Mrs. Maxine Taylor 1903 Yates
- ⑪ Rachel Skonec 133 Miller St.
- ⑫ Elizabeth J. Craig 1933 Yates Ave.
- ⑬ Dottie J. Cole 119 Miller St Fayetteville
- ⑭ W. A. Cole 119 Miller
- ⑮ Eric Salassi 108 Miller
- ⑯ Doug Thompson 1924 Green Valley Fayetteville
- ⑰ Sutton 1913 Green Valley Fay.
- ⑱ Wick Lutter 1913 GREEN VALLEY FAYETTEVILLE
- ⑳ Barbara Muncy 1925 Green Valley, Fay.
- ㉑ ~~Jeff~~ 1928 Green Valley Fay
- ㉒ Jeff Stone 35 W. Poplar Fayetteville
- ㉓ Sarah Stone 35 W. Poplar Fayetteville
- ㉔ Ellen Jones 16 W. Poplar, Fayetteville, AR
- ㉕ Kerry Jones 16 W. Poplar, Fayetteville, AR
- ㉖ Sondra Nelson 1949 Yates Ave. Fayetteville AR 72703
- ㉗ ~~Robert Nelson~~ 1949 Yates Ave. Fayetteville, AR 72703
- ㉘ Jill Smyd 1927 Woodland Ave. Fayetteville, AR 72703
- ㉙ Sylvia Parker 20 E. Poplar Fayetteville AR 72703
- ㉚ Rita Lindal 8 E Poplar Fayetteville AR 72703
- ㉛ Gary Smyd 1927 Woodland Fayetteville AR 72703

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OCT 29 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

- (32) Lunt & Lunt - Halp 1847 Woodland Ave
 (33) Jack Lyeune 1833 Woodland Ave
 (34) Phyllis Low 1817 Woodland Ave
 (35) Angie Permuter 1791 Woodland
 (36) Helene M. Furst 1729 Greenvalley Ave.
 (37) Fred D. Blotz 1780 Green Valley
 (38) Tim Kizer 1812 Green Valley
 (39) Sandy Kizer 1812 Green Valley
 (40) Charles A. Kuto 1824 Greenvalley Ave
 (41) Jackie Teeter 1824 Greenvalley Ave
 (42) Wayne Bents 1910 Greenvalley
 (43) Courtney Dawson 1801 Woodland
 (44) ~~John~~ ~~and~~ ~~Jennifer~~ (Blase)
 (45) Carl Mitchell 11 W. Ash
 (46) Pat Mitchell 11 W. Ash
 (47) Neil Bell 1716 Woodland Ave
 (48) JH 1855 Green Valley Poplar
 (49) Laudy Congour 48 W. Poplar
 (50) David Dolns 6 W. Poplar
 (51) Amanda Vauter 1791 Woodland Ave
 (52) Steve Parker 112 W. Sycamore
 (53) Kathleen Parker 112 W. Sycamore
 (54) Doyle Shetton 1901 Woodland
 (55) Thorne Lyeune 1833 Woodland

RECEIVED

OCT 29 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

DATE: OCTOBER 21, 1999
TO: CITY COUNCIL MEMBERS
FROM: ATLAS CONSTRUCTION OF ARKANSAS LLC
RE: REZONING REQUEST 99-29, SYCAMORE STREET

Enclosed is the information that you have requested.

- The first floor is level with the garage floor (no steps).
- The lower level is a walk-out to the rear with a lot of glass and can be finished per the individual owner's specifications.
- Each unit has app. 1400 sq. ft. on each floor, a double garage and at least 4 parking spaces for each unit.
- The exterior will be brick and rough cedar.
- The entire area will be fenced. Across the front (on Sycamore) will be brick posts and wrought iron fencing.
- Each unit will have separate utilities.
- At least 2 baths in each unit, finished, with optional third bath on lower level.
- Total of 6 living units.
- Each unit to be sold individually.

Stephen L. Davis

756 N. Washington
Fayetteville, AR 72701
501-444-9500

October 19, 1999

Dear City Council Members:

I have been the owner of the lot at 34 E. Sycamore since 1987. For twelve years it has been my hope to develop this wooded acre of land in a similar way to what Mr. Ferguson is requesting. Knowing what I know about the character and location of the involved property and the nearby residences, I frankly am surprised that there would be any serious opposition to this plan. It seems to me that this development plan is extremely well suited for its location and responsibly addresses the primary concerns that I have always had in trying to come up with a development plan of my own.

- The one-acre lot will retain almost all of its many trees, including several large very old oaks.
- The units will be owner-occupied and the grounds will be regularly maintained and controlled by a property owners association.
- The grounds will be fenced on three sides to provide privacy, property integrity, and safety for those inside and outside of the six-condo development.
- Because the building arrangement is compact and efficient, more trees and ground is left as open space.

- The traffic effect on the nearby neighborhood is minimized by having only one means of entry and exit on Sycamore, which is already a primary thoroughfare.
- By designing for and marketing to older homeowners, the number of autos, number of occupants, the level of activity and noise is reduced.
- The cost of the units, \$140,000-\$170,000 dictates that good financially able neighbors will be added to the condo property and to the nearby existing neighborhood.
- The fact that homes will be purchased will cut down on turnover, transience, and problems associated with apartment complexes.

Two final points:

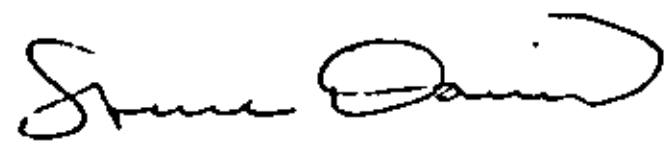
This upscale development will be a great opportunity for six mature families. They will have the opportunity to live in a wooded centrally located well-maintained environment directly across the street from a city park, a medical facility, within walking distance to restaurants and shopping. And close to nice neighbors and a nice neighborhood when they take their walks.

It will also be an opportunity for the City, since six families can be located in a neighborhood where infrastructure is already in place and paid for by taxpayer dollars many years ago. And the community and schools can benefit from the taxes, which will be paid by the six new homeowners. This benefit can be achieved without adding more expense or additional streets to another part of the city.

My last point is this: It is my opinion that neighborhood diversity should be encouraged. This project uses some new ideas in single-family home construction. By doing so, it logically and attractively bridges between a neighborhood of older, mostly modest, medium-priced homes and an adjacent R-O zoning, which then becomes commercial as we move closer to College Avenue. I feel that I have been a good steward in my 12 year

ownership of this property and that I am being a good and responsible citizen by endorsing this project for the future use of this beautiful acre of ground. I believe that the new owners will also be thoughtful and respectful in the way that they move forward toward completion of this beneficial project.

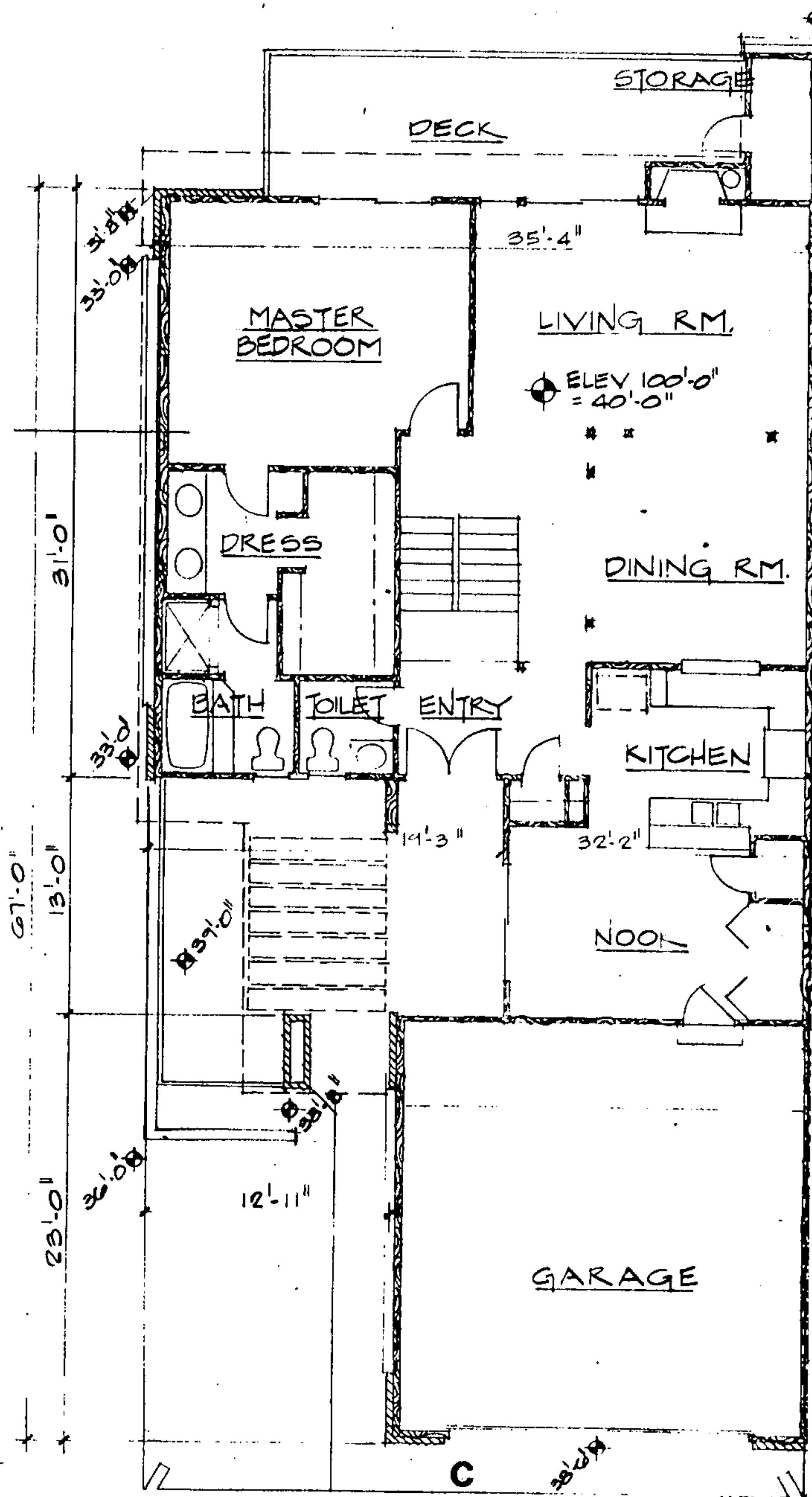
Sincerely,

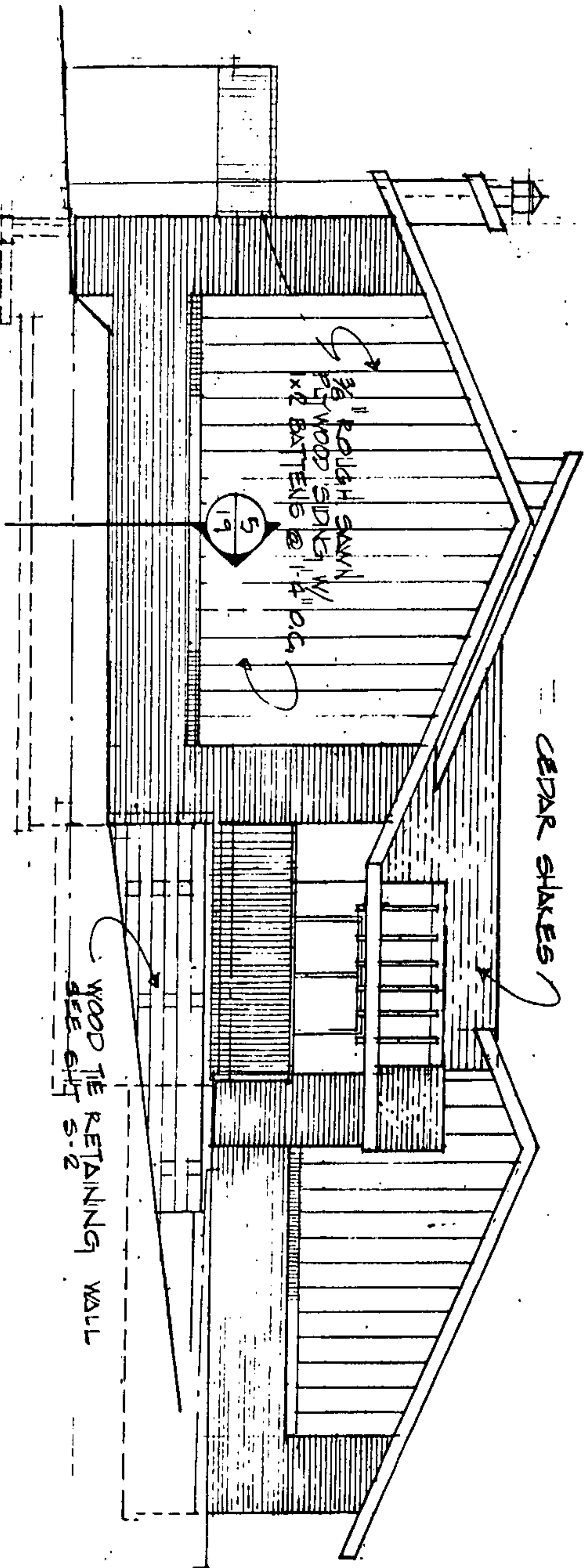
A handwritten signature in cursive script, appearing to read "Stephen Davis".

Stephen L. Davis



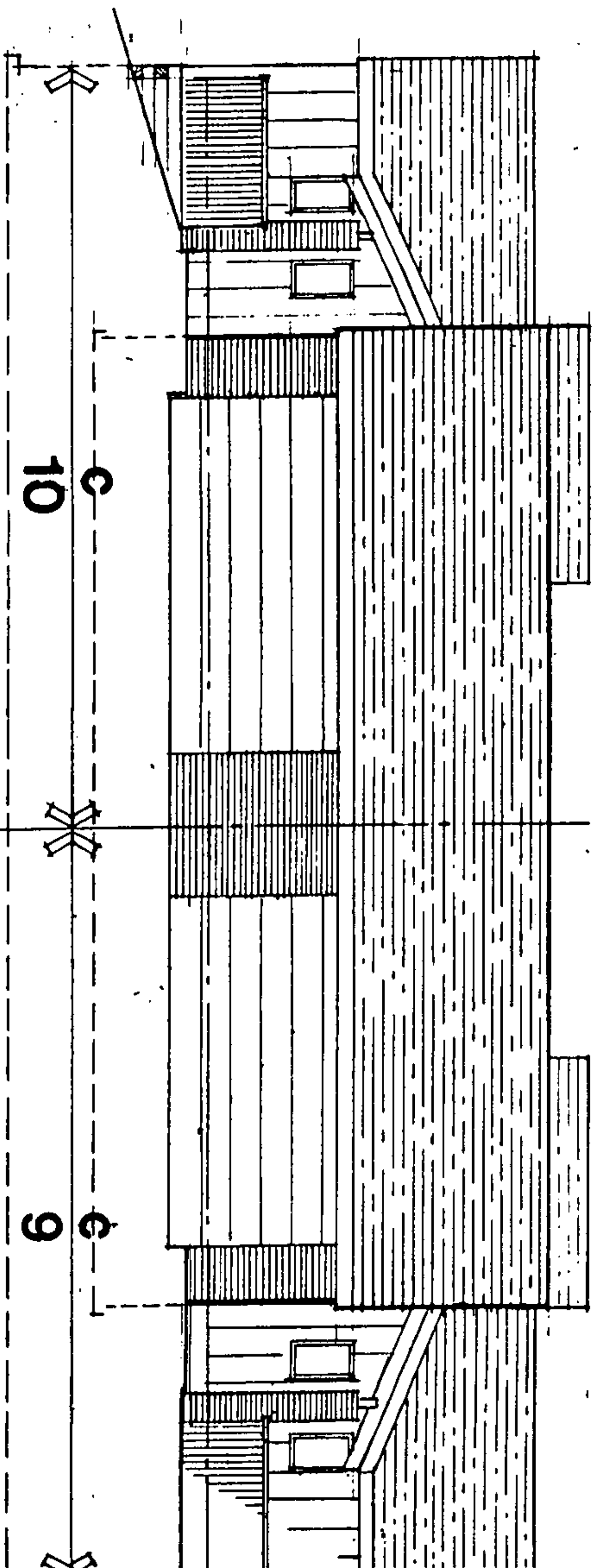
FIRST FLOOR





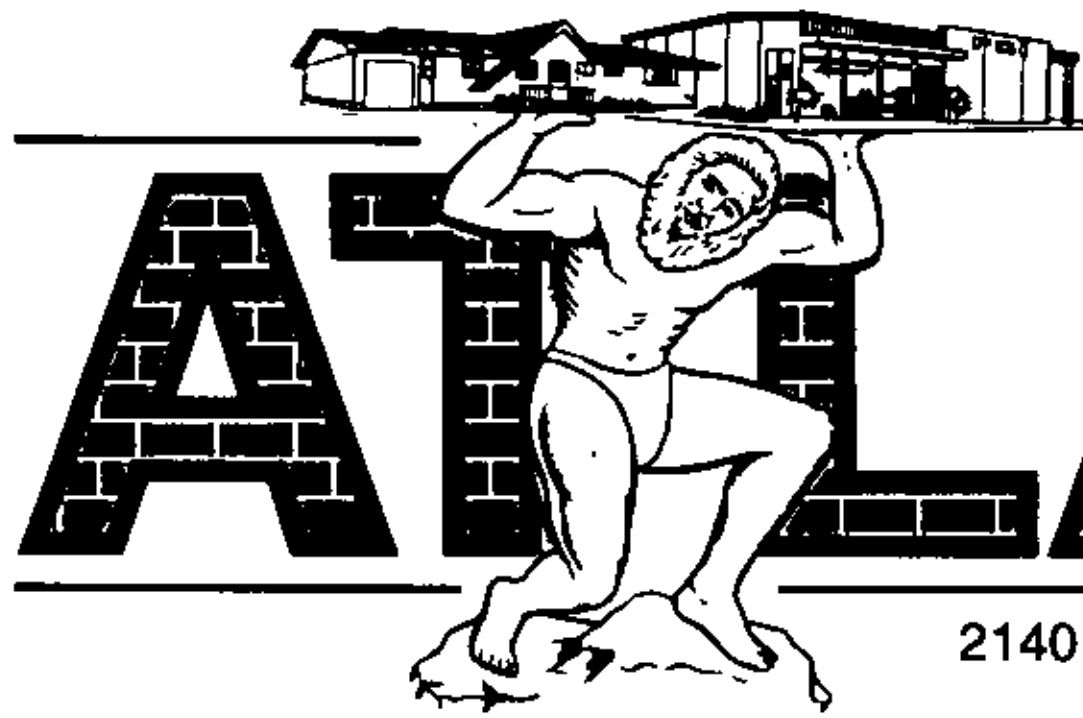
WEST ELEVATION
SCALE $\frac{1}{8}" = 1'-0"$

SIDE



PARTIAL SOUTH ELEVATION
SCALE $\frac{1}{8}" = 1'-0"$

FRONT



**CONSTRUCTION
OF ARKANSAS LLC**
General Contractors

2140 N. College Ave. • Suite 1 • Fayetteville, AR 72703 • Phone (501) 444-7555

We conducted a traffic observation on October 21, 1999 between 3:05 and 3:45 p.m., which is the peak traffic for this area. We observed 75 vehicles and 6 School buses going east, 90 vehicles and 4 School buses going west, 65 vehicles had children in them. During this time the maximum number of vehicles waiting for the light on Sycamore to enter onto North College was five, one of those vehicles was a Bus.