

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL DECEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on December 7, 1999 at 4:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

*** NOTE TIME CHANGE ***

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the November 16, 1999 City Council meeting.
2. **BID 99-81, ITEM #1:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Heavy Duty Truck Cab & Chassis with Mounted Sanitation Body, Bid 99-81, Item #1. The vendor for this purchase will be Shipley Motor Co. of Lowell, Arkansas.
3. **BID 99-81, ITEM #3:** A resolution approving the acceptance of the highest bidder for the sale of Item #3, Bid 99-81, a 1991 Mack RD-688-S with mounted Leach Sanitation Body from the City of Fayetteville for the sale price of \$35,000. The vendor for these purchases will be IGS of Fayetteville, Arkansas. Receipt of this amount will be credited to Shop Fund Gain/Loss Sale of Assets.
4. **BID 99-82:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of three Heavy Duty Diesel-Powered Trailer Mounted Air Compressors, Bid 99-82, Item #1, with the trade allowance for Items #2, 3 and 4. The vendor for this purchase will be Scott Construction Equipment of Springdale, Arkansas.
5. **BID 99-83:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Regular Cab Dual Rear Wheel 4x4 Pick-up Truck, Bid 99-83, Item #1. The vendor for this purchase will be Carthage Ford-Mercury of Carthage, Missouri.
6. **BID 99-84:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Crew Cab Dual Rear Wheel 4x4 Cab & Chassis with mounted 3-Way Dump, Bid 99-84, Item #1. The vendor for this purchase will be Carthage Ford-Mercury of Carthage, Missouri.

7. **14 POLICE SEDANS:** A resolution approving the acceptance of the State of Arkansas Contract Award ST-00-0201, Item #9, 2000 Ford Crown Victoria Police Pursuit Sedan including Options "IO" and modifications to "ee." This will be for 14 units. The vendor for this purchase will be Landers Ford of Little Rock, Arkansas.
8. **MULTI-USE TRAILS:** A resolution approving an engineering agreement with Crafton, Tull and Associates of Fayetteville to furnish survey, preliminary and final design, and provide construction observation for a proposed multi-use trail located along a portion of an abandoned railroad line between Spring and Prairie Street, a distance of approximately 2600 feet.
9. **BID 99-85:** A resolution awarding Bid 99-85 in the amount of \$31,000 for the purchase of a "Video Vehicle Tracking and Detection System" for the traffic signal at the Joyce Boulevard and College Avenue (71B) intersection.
10. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance agreement dated November 5, 1999, between John D. and Rebecca M. Ginger and the City of Fayetteville, for the sale of 4.00 acres of land located at the water storage tank site on Gulley Road, Washington County, for the amount of \$80,000.
11. **SEWER DAMAGES CLAIM:** A resolution approving a claim for sewer damages at 2082 North Hailey Drive, Fayetteville, in the maximum amount of \$27,184.69, plus a budget adjustment to cover the cost.
12. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a real estate contract to sell Lot 1, Arkansas Research and Technology Park, consisting of 2.5 acres, to Cache Investments and/or Assigns (Interface Computer Center, L.L.C.). Grant of first right of refusal on Lot 2, Arkansas Research and Technology Park.

B. OLD BUSINESS

1. **CITY OF CHARACTER:** A resolution amending Resolution 149-99 establishing the City of Fayetteville as a City of Character with the Internal Association of Character Cities.

C. NEW BUSINESS

1. **VA 99-13:** An ordinance approving vacation request VA 99-13.00 submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right of way for 28th Court located west of Club Oak Drive within Edge Hill Subdivision.
2. **RZ 99-32:** An ordinance approving rezoning request RZ 99-32.00 submitted by Stephen Thetford for property located at 3351 W. Wedington Drive. The property is zoned R-O, Residential Office and contains approximately 0.69 acres. The request is to rezone the property to C-1, Neighborhood Commercial.
3. **COUNCIL ON AGING:** Discussion of a one mil tax for two years or a two mil tax for one year for the construction of Senior Community Center.
4. **NORTH HILLS VACATION:** An ordinance approving the request by Crafton, Tull & Associates, Inc. on behalf of Washington Regional Medical Center for the vacation of the existing street right-of-way for a portion of North Hills Boulevard.
5. **SAGE HOUSE PROPERTY GRANT:** A resolution approving the request on behalf of Sage House and Children's House for land owned by the City of Fayetteville.
6. **2000 ANNUAL BUDGET AND WORK PROGRAM:** A resolution adopting the 2000 City of Fayetteville Annual Budget and Work Program.

Bejan.
4:30

FAYETTEVILLE CITY COUNCIL

DECEMBER 7, 1999

	Roll				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA	✓				
	RA B.P. CONSENT				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✗				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA	7-0-1				
	7-0-1 + RR to King to Hall. CITY OF Charlotte. + RR to RR. Referred				
TRUMBO	✓	✓			
DANIEL	✓	✓			
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
MAYOR HANNA					
	7-0-0	7-0-0.			

FAYETTEVILLE CITY COUNCIL

DECEMBER 7, 1999

	UA 99-13.				
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					
	BD RA. 2nd. P2 99-32.				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA					
	8-0-0.				
	Council on aging.				
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					

FAYETTEVILLE CITY COUNCIL

DECEMBER 7, 1999

	BD HD. 2ND N. Hills	KS 320 RA Vacation	PASS.		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	A	A	A.		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	0-0-0		7-0-1		
	Gage house				
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					
	RA RA RA RA Budget. with draw.				
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					

adjourned.
6:45

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- 150-99
2. ✓ **BID 99-81, ITEM #1:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Heavy Duty Truck Cab & Chassis with Mounted Sanitation Body, Bid 99-81, Item #1. The vendor for this purchase will be Shipley Motor Co. of Lowell, Arkansas.
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- 152-99
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- 155-99
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- 156-99
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- 157-99
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- Resend
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C. NEW BUSINESS

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left on 1st reading.

left on 2nd reading.

no action see tent for committee report.

4/20/00

no action form committee 2-4 week report.

no action.

FAYETTEVILLE COMMUNITY CENTER

Located at Archibald Yell's Historic Waxhaws Estate, Fayetteville, Arkansas

Daryl S. Rantis, Architect

Alfred E. Einert Landscape, Architect

Ron Philips, Geriatric Building Consultant

This community center is unique in that it caters to the seniors of the community while taking advantage of a park setting where intergenerational activity can occur. The building and landscape was designed to respond to the needs of senior citizens as well as blend with the historic rural homestead setting. The building site is one which allows for close proximity to nature while maintaining the existing-house-to-outbuilding relationship. The siting of the facility allows the building, its terraces and the parking to be placed all on the same contour. The abundance of terraces, outdoor areas and activity spaces extends the living space of the center for nine months of the year.

The center's main function is to serve meals to seniors and host a variety of functions and activities. The center includes a game room and an exercise area as well as a greenhouse and art rooms. These spaces, combined with a kitchen, offices, dining hall, and a variety of lounges, are carefully composed to add dignity to the life of older adults without placing them in institutional settings commonly associated with such centers.

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1000
for contract

RZ.
CA70 spans 265.
RA202 back.

3:30 budget mtg.

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

NOVEMBER 16, 1999

A meeting of the Fayetteville City Council was held on November 16, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Russell, and Young; City Attorney Rose; City Clerk Woodruff; Administrative Services Director John Maguire; Public Works Director Charles Venable; City Planner Tim Conklin; Staff; Press; and Audience.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the November 2, 1999 City Council meeting.

SWIMMING POOL PAINT SETTLEMENT

A resolution approving an offer by Wilks Construction in the amount of \$5,000 in lieu of painting the Wilson Park Swimming Pool. This will be the final settlement in their contract with the City.

RESOLUTION 144-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LAKE SEQUOYAH BOAT DOCK

A resolution awarding a contract to Frank Thorpe for the management of Lake Sequoyah Boat Dock.

RESOLUTION 145-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MULTI-USE TRAILS

A resolution authorizing the Mayor to execute an Agreement of Understanding with the Arkansas State Highway and Transportation Department for the implementation of Fayetteville Multi-Use Trails as Federal-Aid Transportation Enhancement Project in the amount of \$600,000. This agreement supersedes the agreements signed previously for the use of these funds. The City is required to furnish a 20 percent match or \$150,000, making total funds available of \$750,000. Approval of a budget adjustment establishing the project is also required.

RESOLUTION 146-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Daniel moved to approve the Consent Agenda. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

RZ 99-28

An ordinance approving rezoning request RZ 99-28.00 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 at the October 19, 1999 City Council meeting.

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

Mayor Hanna stated the ordinance was on the third reading. He noted there had been a neighborhood meeting at Asbell School last Thursday. He added the City had received a Bill of Assurance from the developers limiting their development to what they originally told them they would do. Mr. Richard Maynard made the statement that he would not address the issue tonight, unless the partitioners addressed the issue, then he reserved the right to speak. He asked the council if they needed to discuss the issue further or if they were ready to vote on the issue.

Alderman Daniel stated the neighborhood meeting had been very good. She stated that she could not support the rezoning. She represented them. She had lived on the street for several years. She had bought a home on Deane Street. She felt it was still her neighborhood. There were still some property owners in the neighborhood. It was a neighborhood in transition. There were a lot of apartments and duplexes in the area; however, there were property owners who wanted to maintain their property and property values. Even though the City had strict ordinances she thought there might be problems with drainage. Deane Street was getting very busy and she felt the traffic was increasing. She would like to see less dense and high quality development.

Alderman Austin stated the Planning Staff and the Planning Commission had approved the rezoning. The projections indicated there was a need for more in the future. He thought it was a good plan. The streets were ready to handle more traffic than what this project would generate. There was a need for densifying inside the beltway. However, there were several reasons to vote against it. The sewer capacity and the traffic on Sang Avenue would be greater, because there is a light on Wedington Drive. The environment of family atmosphere would be disrupted. There was no traffic light on Deane and Porter Road. There might be late night noises for the neighbors. He thought it was the right time for the project, but the wrong place. He would oppose the rezoning.

Alderman Santos stated he was very sympathetic to the neighbors, but he thought the City had agreed on a policy for the future development of Fayetteville. They had planned to encourage higher density inside the bypass, along transit lines, and near schools and universities. They

were going to preserve hillsides, wooded areas and vista views. He thought this was the kind of project that followed all of those goals that they had professed to endorse, except when it came to applying them to real life, which meant that no matter where they tried to place a development of this type of density they were going to get this sort of complaints. This parcel was surrounded by multi-family dwellings on the east, with duplexes and apartments to the west. The property owner on the south supported this rezoning. The property owner on the north was the University Farms. He could see how they could say they had these goals of increasing the density inside the City limits and preserving hillsides and all those noble goals without causing some inconvenience to the most immediate neighbors. In this case most of the neighbors were in multi-family units. He thought they needed to either follow or change their goals. He asked whether the Council wanted to encourage sprawl and the planning principles or not.

Alderman Young stated he would take exception to the views of Alderman Santos. They all embraced the ideas increasing density. Everyone was looking to the land use plan and pointing out one aspect of increasing density. It was how they did it. It was not by rezoning into a higher density. The whole idea of infill was that they were to infill that particular lot. They would increase the density of the area but not by rezoning. If they increased the zoning, that was in conflict with other parts of the plan, affecting compatibility. He looked at the Grey Apartments; at the time they were constructed, the apartments would not be built, because the regulations had been put into affect by the citizens of Fayetteville. He was going to oppose this development. He did not believe these apartments would be compatible with the surrounding area.

Alderman Russell stated if they did need student housing and did not allow them to be developed in areas like this, then they would be pushed out toward the edges of town and would increase sprawl. The people of Fayetteville were going to be the ones to pay the price of that. He thought if this was in his backyard he would be arguing against the rezoning because of property values. The right of the property owner argument did not weigh well with him because he thought the property had been zoned R-1 for a long time. Perhaps the property owners could not get the money they wanted for their property and were forced to sell it within the current zones. Another reason to vote against the rezoning was that they had not, to his knowledge, had anyone from the University state that this supported the University's goals. He thought in the future they would need more student housing, but he did not believe the need was there now. He would be opposing the rezoning.

Mayor Hanna called for the vote. Upon roll call the ordinance failed by a vote of 1-7-0, Alderman Santos voting for the rezoning.

ORDINANCE FAILED BY VOTE OF 1-7-0.

RZ 99-29

An ordinance approving rezoning request RZ 99-29.00 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 six unit residential Planned Unit Development. The ordinance was left on the second reading at the November 2, 1999 City Council meeting.

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

Mayor Hanna stated there had been a neighborhood meeting last week. He asked if anyone had any new information that had not been discussed in a public meeting. He would be glad to hear it.

Ms. Loreen LaTune, 1833 Woodland, expressed concern about the school and drainage. She stated Mr. Ferguson planned to construct holding ponds to control the drainage. She expressed concern about the ponds.

Mayor Hanna replied a partial answer to her question was that those issues would be addressed at the Planning Commission level.

Mr. Tim Conklin explained when the developer submitted their plan, they would be required to do a drainage study which would be reviewed by the City's engineering division. The issue of how they would handle stormwater run off would be addressed during that development review process and by the Planning Commission. He explained it was a multi-step process. The first step was the City staff would review the development plan. They would look at code compliance. The next meeting would be with the utility companies, and then with the Subdivision Committee, a subcommittee of the Planning Commission. The Subdivision Committee would be a public hearing on the development. The public would be invited to come to the meeting and provide information on how the development would impact their property. From there the Subdivision Committee would make a recommendation to the full Planning Commission.

Mayor Hanna added if they would not be allowed to proceed with their project if they were not able to handle the drainage.

Ms. Kathryn Parker, an area resident, asked if the developer would only construct four units if the rezoning were not approved.

Alderman Russell replied that at the last meeting Mr. Ferguson has stated he did not believe his firm would be interested in that.

Tim Sweethall, 1847 Woodland Avenue, asked what the benefits were to changing the density.

Mayor Hanna replied Mr. Santos had stated it very well with the last rezoning. The City's infill plan was to use the property inside the core part of the City that already had the streets and utilities available rather than have people go to the outskirts of town where they had to construct more streets and run utilities. That was one benefit. Another benefit was that if they built units like this in town they paid property taxes which went almost totally to the schools.

Mr. Sweethall stated no economic or social impact analysis had been done. They did not have any hard data to show that they could even sell the units or for what price the units would sell. He did not believe that creating higher density was the only way to combat sprawl.

Mayor Hanna stated the developer did not have to show that they could sell the property.

Mr. Sweethall questioned what data was there to support the need to change the current law. They were not opposed to development or business. What they were opposed to was changing some existing zoning law that had this land designated as low density.

Mr. Nate Allen, an area resident, expressed concern about the loss of trees. He did not believe the developer had proved that the change could benefit the neighborhood.

Mr. Steve Davis stated he had been the property owner for thirteen years. He had been a resident of Ward 2 for forty-eight years. He thought the change would benefit the closest neighbors the most. Overall it was a nice neighborhood, but there were some homes that could use some improvement. He thought with a nice development the others would be encouraged to improve their own property. The proposed use was by far the best and most upscale development that had come before him in the thirteen years he had owned the property. He added it would also cause a financial hardship on his family. When he bought the property it was in really bad shape with a rundown house and trailer loads of junk in the yard. It had been a safety hazard in the condition it was in. The neighborhood itself was a mixture of different homes. Only three of the ten homes closest to the property were owner-occupied. The proposed condominium development would increase the percentage of owner-occupied homes from 30% to over 56 % and there would be no increase in apartment dwellers or other rental units to the neighborhood. The development would provide a good transition from the R-O to the east and the P-1 zoning to the north and south, the R-1.5 zoning to the west, and the current R-1 homes to the northwest.

Ms. LaTune reiterated that the drainage and the sewer system was a problem. She asked them to consider the expense to the City.

Mr. Francis Ferguson stated the proposal was for six units, which was basically two triplexes. Each unit would be sold separately. The units that they would construct would be as good or

better than what was there. They would also be separating commercial property from residential.

Mr. Tim Sweethall stated the Council was under no obligation to change existing law to support speculation.

Alderman Daniel stated this rezoning reminded him of the last rezoning in Ward Four. This was one acre as opposed to eleven and half acres. She added she would be glad to have a development of this quality in Ward Four. Another factor in her supporting this rezoning was that the adjoining property owner was in support of this rezoning and felt that it would increase their property values. These were upscale dwellings. She would have to support this rezoning.

Alderman Russell stated he represented this neighborhood. He personally did not have any strong feelings one way or the other as to the affect six units rather than four units would have on the neighborhood. He thought if he was one of the neighbors he would not have a problem with this, provided they went through the Large Scale Development Process. On issues like this he tended to go with what his constituents wanted him to do. He had heard from two people in the neighborhood who supported this development. There were many more neighbors against this rezoning. The thing that would make him vote in favor of this was if the property owner was precluded from selling his property at a reasonable price or if anyone was precluded from doing development on the property at the current zone. He did not want to keep the property owner from selling his property. He encouraged Mr. Davis to make a good faith effort to sell his property in the current zone. The burden should be on the property owner to convince the neighbors that this was a good development. He thought there had been a lack of communication during this project. A lot of the neighbors did not know what the project was about. The neighborhood was so against this that, as their representative, he would have to vote against this.

Alderman Austin stated he had looked at the number and he noted there would two to six additional cars on the street with four to eight additional people with the rezoning. He did not believe that was enough to turn down the request.

Alderman Davis stated that with a condominium there would be a property owners association that managed it. From his experience, usually the maintenance was superior to others in the community. There was a national trend where both young and old were buying condos because they wanted to have less maintenance to do. He thought the development looked good. He did not see a lot of difference between six units versus four. If someone wanted to come to his neighborhood and put this in he would be supportive. He would be voting for the rezoning.

Mayor Hanna called for the vote. Upon roll call the ordinance passed by a vote of 5-2-1, Aldermen Russell and Reynolds voting nay. Alderman Young abstained from the vote because he works for the engineering firm involved with this item.

ORDINANCE 4201 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

RZ 99-31

An ordinance approving rezoning request RZ 99-31.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Bleaux Barnes for property located south of Appleby Road and east of Appleby Apartments. The property is zoned A-1, Agricultural and contains approximately 8.37 acres. The request is to rezone the property to R-1, Low Density Residential.

Mr. Rose read the ordinance for the first time.

Alderman Daniel stated she had not heard any objects to the rezoning.

There was no public comment.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously, 8-0-0.

Mr. Rose read the ordinance for the second time.

Alderman Austin 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, 8-0-0.

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

Alderman Russell asked how many units were planned for the area.

Mr. Jorgensen stated they were planning eighteen single family homes.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously, 8-0-0.

ORDINANCE 4202 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AD 99-25

A resolution approving an amendment to the Master Street Plan as submitted by Dave Jorgensen in request AD 99-25. The request is to remove a proposed minor arterial street from the Master Street Plan. The proposed street is located north of Howard Nickel Road and west of Highway 112.

Alderman Davis stated the Street Committee and the Planning Commission had approved the

amendment.

Alderman Daniel moved to approve the resolution. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously, 8-0-0.

RESOLUTION 147-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SYCAMORE CONDEMNATION

An ordinance authorizing the City Attorney to seek possession of certain land located along Sycamore Street in the City of Fayetteville, Arkansas by the power of Eminent Domain, in association with the required right-of-way and easements for the Sycamore Street Improvements at Leverett Avenue. Such property is owned by Charles G. Palmer Trust, the Linda J. Palmer Trust, the Ralph Freeman Trust, and the Arlie Freeman Trust.

Mr. Rose read the ordinance for the first time.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously, 8-0-0.

Mr. Rose read the ordinance for the second time.

Alderman Daniel moved to suspend the rules and move to the third and final reading. Alderman Davis 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 called for the vote. Upon roll call the ordinance passed unanimously, 8-0-0.

ORDINANCE 4203 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WASHINGTON SCHOOL GYM

A resolution authorizing the City's contribution for the construction of a gymnasium at Washington Elementary School and approval of a budget adjustment funding the contribution.

Alderman Daniel asked the staff to go over the funding.

Mr. Steve Davis, Budget and Research Coordinator, explained the request was for \$92,529.00 more than they had in the budget for this project. The additional \$92,000 could be found by

reducing the Park Maintenance Complex Project funding by \$92,529. The rest of the projects listed on the budget adjustment were simply moving the \$225,000 in the Parks Development Fund for the Washington School Gym. They were transferring all of the money over into the Sales Tax Capital Improvement Fund and had identified a like number of projects in Parks to transfer from the Sales Tax Capital Improvement Fund over into Park Development Fund. The one project that was losing money was the Parks Maintenance Complex. It was losing \$92,529. No other project was losing any funding.

Alderman Russell moved to approve the resolution. Alderman Daniel seconded the motion.

Mr. Steve Frankenberger, Wilson Park Neighborhood Association, read a letter adopting a resolution supporting a brick face gym.

Ms. Anne Littell, an area resident, asked if the plan was to have a brick gymnasium or to have a metal gym.

Alderman Trumbo explained it was a compromise. It was not a full brick building. It was a 50/50 share. If they started matching more money than the school the City would start running into some legal problems.

Ms. Littell read a letter from Friends from Fayetteville requesting the Council and School Board to support a brick gym.

Mr. Jeff Erf, an area resident, questioned why the school district was not paying the entire amount and why the City felt the need to contribute to the gym.

Alderman Daniel replied the schools never had enough money to do what they wanted to do.

Alderman Trumbo explained our after-school programs were very important to working parents.

Mayor Hanna explained the playgrounds at the schools were considered public parks after the schools were closed. The gymnasium idea came along as a neighborhood community place to play basketball. Most of the school gyms were available for reservation. The neighbors could use them when they were available. Therefore they were considered part of the Fayetteville Public Park system. That was the reason the City could justify paying half the cost of the gym.

Alderman Russell stated it was his understanding that the school was paying slightly more than the City. The school had committed \$342,000. The City's commitment was \$317,000.

Mr. Moorland Blackwell, an architect and professor at the School of Architecture, read a letter supporting a brick gym stressing the need for a quality building.

Ms. Julia Abram, an area resident and an architect, stated she had mixed feelings. She asked them to look at different options and not to let the project drag on for three more years.

Mr. Dan Coody, an area resident, stated he hated to see the deterioration of the neighborhood continue. He thought a metal building would be inappropriate. The houses in the area had been fixed up really nicely and it would be a shame to detract from that.

Mr. Rick Alexander, an area resident, stated his son was a student at the school. Over the last ten years there had been a lot of renovation in the downtown area. He thought approximately 50% of the property in the downtown area had been renovated. He had been part of that. There should be a gym at the school. The issue was whether or not to have a brick facade. In all the renovations in the downtown area, not one metal building had been a part of it. In the historic area, a metal building would be inappropriate. Sometimes it costs more to do the right thing, but it was what made the City a great place to live. He urged the City not to be the first to put a metal building in the historic district.

Mr. Roy Karr, School Superintendent, stated if he had the money he would build exactly what the patrons would like to have. He had to deal with reality. The fact was they had to get a place for the kids to have PE and to go during the winter time. Currently the kids had to go to the cafeteria. They had a budget and they had to follow the budget. It was his recommendation to the school board that this was all that they could afford. It was more important to him to have the kids in a good building where they could have good programs. In reality the money was not there from the school's point of view. There were two major projects which had to be finished in the middle schools. His recommendation to the School Board would be that they did not have the funds to keep adding to this project. They needed to go with what they could afford. They were going to have to borrow approximately \$42,000 from one of those projects that they already started. In reality they could not build what everyone wanted.

Alderman Daniel questioned if the Council voted to fund this request, what percentage of brick would there be compared to metal.

Mr. Karr replied it was his understanding that there would be six feet of brick on the corners and four feet of brick around the sides, the back and the front. The rest of the building would be metal. The walls of the building was approximately fifteen feet.

Alderman Young asked if the School Board could come up with approximately \$40,000 to put up all brick.

Mr. Karr stated it was his recommendation that if they funded the \$660,000 project, partial brick, they were going to have to borrow \$42,000 from another project that they had going now. If the City Council looked at funding an all brick project (\$741,826.00), they were both going to have

to come up with \$133,413.00 to go with what they had already budgeted. Their money was so tight now with trying to finish the middle schools. He was not speaking for the School Board. The School Board would react to what the Council agreed to do tonight on Thursday night. He did not know what they were going to do, but he knew what he was going to recommend.

Ms. Judith Levine, an area resident, stated she could not believe they were considering building a 20-year building rather than a 100-year building. She added there had been no fund-raising for the project. They had had no opportunity to fund-raise.

Alderman Daniel stated the School Board or the PTO would be more appropriate to do fund-raising.

Mayor Hanna stated they had started out with a participation of \$225,000, which was what they had put in on the last two gyms they had built. They did not run the school system. What the City was trying to do was to find the funds to match what the school had asked to do. The concerns she was expressing should be expressed to the School Board and not the Council.

Mr. Karr did not believe it would be a problem to do a fund-raiser. Their problem was they had to act by December 1, 1999 for this price. After that date they would have to go back to the drawing board. The PTO took on fund-raisers themselves.

Mayor Hanna added what they were trying to decide was whether or not to match the school's funds to do a higher priced building than what they had normally done. They needed to be careful using City funds. They were using these funds as park funds. If they were putting more money into this than the school system, he did not know if the taxpayers or the court system would agree with them.

Alderman Santos suggested tabling the item to see if they could raise additional money. He was not willing to contribute additional money to an inferior building. He was going to vote against the inferior building.

Mr. Steve Frankenburger asked if the City could appropriate the money then allow them to pressure the School Board. There was money for the things they valued. There was money for the things that were important.

Alderman Russell withdrew his motion to approve the resolution.

Alderman Russell stated he was not interested in appropriating money to an inferior building. He thought they might as well build an all metal building if they were only going to get partial brick. The principal was that they wanted a long lasting building that was compatible with the neighborhood. He was willing to appropriate the additional money provided it was legal for

them to do so and if the funds were available. He could understand Mr. Karr's position, but if he was on the School Board, he thought he would wait and put the gym off a couple of years. He understood the children needed a gym.

Alderman Trumbo asked where the additional money would come from.

Mr. Venable replied it would come from the Parks Department budget and they would have to eliminate some of the programs they had scheduled. In fact they had already done that with the \$92,000.

Alderman Daniel noted they had heard a lot from the public about how much they were behind with their park maintenance.

Alderman Santos stated the school had gotten by for seventy years without a gym and he did not see why they could not wait a few more years until they could afford to do the project right. The City would have more money next year. It might be a year or two delay, but it would be worth it by getting a building that would last a hundred years.

Alderman Santos moved to table the item. Alderman Trumbo seconded the motion. Mr.

Rick Alexander stated it was time this school had a gym. He asked that this project not be put on the back burner. The community would not be happy if they had no gym for another seventy years. A lot of taxes were raised in this part of town. There was a lot of school money raised in the downtown area. It was not appropriate that this school go without a gym. His son would not enjoy the gym, but other children would.

Ms. Judith Levine asked them to table the item until December 1 to see if they could do some fund-raising.

Mayor Hanna stated they could call a special meeting if they needed to.

Alderman Austin stated the Council was asked to contribute extra money to meet the standards the community had set. He thought this was an inappropriate place to discuss it. He did not believe they should discuss raising money for the schools. He was uncomfortable in postponing the decision. He questioned raising the standard of this facility above the other community gyms. He did not have a problem with the school board doing that, but he had a problem with the City doing that. There were a lot of people out there coming to the City for money and a lot of that money was coming from the Parks Department.

Alderman Daniel asked if there was a certain percentage of time the City had to use the facility.

Mr. Rose replied he did not know of any set formula. The principle they were trying to do was to contribute money to the schools. They were trying to get some city use out of a building that the City was going to use part of the time and the school was going to use part of the time. The City used it for a very legitimate public park purpose. They did not need the school to construct the building. It just worked out nicely because the school did not need the building 24 hours a day. The partnership had worked very well over the years.

Upon roll call the motion to table the item carried unanimously, 8-0-0.

BOTANICAL GARDEN

A resolution approving \$15,000 matching funds for an Arkansas Department of Parks and Tourism Grant to support the Botanical Garden Society of the Ozarks, Inc.

Alderman Trumbo stated he had brought this item forward at the request of Donna Porter. The organization had had three fund-raisers per year. There were some pros and cons on regarding where the money was coming from.

Mr. Maguire stated it was his understanding that five thousand would come from the A&P Commission and the rest would come from the Parks Department.

Alderman Trumbo stated they had done a lot of work on the garden. The City had a land lease with this group to develop the botanical garden. They were in the process of creating the Master Facility Plan that was going to cost approximately \$130,000 to complete. This \$30,000 would go toward the Master Facility Plan. He had spoken with the State Department which handled the grant. They had told them there were no strings attached. The municipality had to match the funds. The money had to go toward the facility plan. They had done this for the public library. They did not know if the bond issue was going to pass for the library. He thought this would be a nice amenity for the City.

Alderman Daniel thought the botanical garden had wonderful potential for the City. She thought this was well worth the opportunity and that it may not come along again. This type of planning was essential to get the project off to a good start. This was a grass roots effort and they needed some financial help. The City had leased them the property, but they had not given them any cash.

Alderman Trumbo stated they had held a number of fund-raisers. He thought this would be money well spent. They were not going to get people to donate for a botanical garden unless they could see that someone had planned for it. They needed this document to sell the project.

Alderman Davis stated he liked the idea of a botanical garden, but he expressed a concern about

the organization coming to the City over and over again asking for additional funds. He did not believe that was something they wanted to do. This was a grant. He asked if the grant would have to be repaid if the project was not executed correctly.

Mr. Maguire stated it was his understanding that the City would advance all of the funds. The City would manage the funds and furnish proof of expenditures of the funds, then they would be reimbursed.

Alderman Trumbo stated the state agency he had spoken with today stated that as long as the \$30,000 had a track history of being spent toward getting a master plan the money would not have to be repaid even if nothing materialized. The money had to be used for a master plan.

Alderman Davis stated the only way he would be in favor of this would be if the City only gave them \$10,000 and they could use the \$5,000 the A&P had given them.

Alderman Russell questioned the money from the A&P. He noted the A&P Commission could not apply for the grant.

Mr. Maguire stated the City would have to apply for this.

Alderman Daniel stated she was on the A&P Commission and that was not her understanding. They had requested \$20,000. It was her understanding the money was for the botanical garden.

Ms. Donna Porter, Botanical Garden, stated they were talking about a multi-million dollar facility that would benefit all of northwest Arkansas. She could see the benefit these gardens would provide for the school systems and the economy. This grant had been placed in their lap. They had had no intention of asking the City for money, but this came up. It would benefit the City. They had been at this for seven years. It was not an easy job to raise millions of dollars for a facility. They had had faith and vision. There was other money out there and they were searching every avenue they could for funding. They were not looking for funding from any one source. They were trying to generate money. She asked them not to take the money the A&P had just given them. They were trying to raise a million dollars.

Alderman Trumbo stated they had done a lot of work in seven years and this plan was really vital to get to the next step, of getting people to really donate. They had to have a professionally done study before they could get some real dollars coming her way.

Ms. Porter stated one of the reasons that had motivated them to move forward on the Master Plan was that they had had a major corporation interested in the botanical garden. The study would provide projected cost estimates of each feature and all the different gardens, the fountain, and centers. With this document they could go out and sell the garden to corporations and private

donors. They were starting from scratch. A lot of gardens were started from private estates that were turned into botanical gardens. The people doing the plan were top rate people. Good planning would result in a good product.

Alderman Davis questioned where they were going to find the rest of the money for study.

Ms. Porter replied they had other grants submitted and they would be contacting private donors. They would know by the end of the year if they were getting the additional monies.

Alderman Daniel stated she saw this as an investment. They did fund entities that were non-profit because it would be good for the community. She thought eventually it would bring in more money for the City. They needed more attractions to get people to come to their City and the botanical garden would be a big attraction.

Alderman Russell noted the City had appropriated money to First Night and other organizations that served a legitimate purpose. He had no problem with appropriating money to this project.

Alderman Daniel moved to approve the resolution. Alderman Santos seconded the motion.

Mr. Davis clarified that the grant application required that the City contract the people doing the study, and the payment had to be made to the contractor on City checks. They were not appropriating the money to the Botanical Gardens. They were appropriating the money to do a feasibility study for the Botanical Gardens that exists on leased land from the City. The contract would have to come back to the City Council for their approval.

Upon roll call the motion carried unanimously, 8-0-0.

RESOLUTION 148-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CITY OF CHARACTER

A resolution establishing the City of Fayetteville as a City of Character with the Internal Association of Character Cities.

Mayor Hanna stated he wanted to make some comments before they began their discussion. He had received several calls on this item. It was not his intention for this to cause a controversy in the City of Fayetteville. He had received Alderman Santos' letter about the program being partisan and sectarian. If they read the resolution they could not make that statement because it was neither. Another comment was that they were talking about Character First. Character First was the program that was initiated in 1996 by Governor Huckabee to put character training into public schools. They had this program in a number of schools around the state including

Fayetteville and Springdale. It was not his intention to have the City to be a part of the schools' character training. He did not want people to get the idea that they wanted to spend a lot of money. This was not a program. This was an idea to include the whole community. He had no objection to other members of the community bringing forth their ideas. He did have a problem with them switching from one character program to another because something had to be presented. He had no problem with the Council tabling the item or voting on it. He had no problem with appointing a committee. Many of the churches and leaders in the community wanted to get the character program into businesses and other organizations. They were wanting help with the civic clubs and any other clubs in Fayetteville and with any of the churches or religious organizations in Fayetteville. This was an outgrowth of the Mayor's Council for Stronger Families which they started four years ago. They were trying to bring the families together and to stop some of things like spousal abuse, juvenile delinquency, petty crime around the City and people that were not tolerant of their neighbors. This was a community effort. He did not envision the City spending any money on this whatsoever. If there were any monies to be spent it would have to be raised through private sources. What they wanted was for Fayetteville to be a "City of Character." This program was started in 1996 when the mayor of Baton Rouge asked how he could make his City a better place to live. His choice was to make Baton Rouge the first City of Character. Little Rock and Mountain Home were members of that program. This should not be controversial. If it was controversial, he thought they were starting it off without character.

Alderman Daniel stated the best thing they could do as members of the Council was to demonstrate good character themselves. She was not sure how affective this type of program would be. She thought they needed to open it up for discussion. We were a very diverse community. It was a very interesting exercise to see what people thought were good qualities.

Mayor Hanna did not believe the character traits they would put forward would apply to any one religion. He thought they would apply to everyone. Truthfulness was truthfulness; it did not matter what religion you were. It had been hard with this Council on Stronger Families. It had been very slow. He thought it had helped the community. If they made people aware, it helped. He thought it would look very bad for them to be mired down by an argument over whether or not we should be a City of Character.

Alderman Russell stated he had not heard of any objections to the City promoting good character traits. He was not sure that we needed to associate ourselves with any organization or to adopt any formal program. He thought they needed to look at all of the different organizations out there. They needed to take this seriously and open it up for public discussion. They might want to just borrow some principles from all of them.

Mayor Hanna stated he would like to see them pass the resolution and form a committee to pick the words they were going to use. What he would like to see happen would be to put the

program into affect in the City of Fayetteville. It was particularly important to the people who met the public. What they would have would be division heads to make a brief statement about character qualities during staff meetings. He did not think they were out of line to promote character qualities within their organization. He hoped other organizations would pick it up. They were not talking about spending any money. He thought if any materials were needed they would be donated.

Alderman Austin stated that he admired Mayor Hanna for taking his position. He knew something about the proposed program. It was a good program. It was not all inclusive. It was a good program and because he looked up to the Mayor, as he did the Governor when he promoted a program, he looked up to them as leaders. He was in favor of endorsing the program.

Alderman Santos thought the program was very scary because its founder. He listed some of the problems associated with the organizer. He did not believe the City should be associated with this program. He thought they needed to look at other programs. They needed to have a committee to look at different organizations.

Mayor Hanna stated he did not know where Mr. Santos had gotten his information on the founder, but he did not believe it was correct. He was not pushing this man, but the resolution did not have anything to do with him.

Alderman Russell stated the resolution established Fayetteville as endorsing the program. He thought before they did that they needed to appoint a committee to look at different programs.

Alderman Russell moved to table the resolution until they appointed a committee to look at the issue further. Alderman Daniel seconded the motion. Upon roll call the motion failed by a vote of 4-4-0, Aldermen Davis, Trumbo, Reynolds, and Austin voting nay.

Alderman Young asked why they had to be associated with an organization.

Alderman Trumbo moved to amend the resolution to drop the phrase "International Association of Character Cities" which would make the resolution generic. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously, 8-0-0.

Alderman Young moved to strike all the mentions of "whereas" and to remove all the character words and to not capitalize the "City of Character." Alderman Santos seconded the motion. Upon roll call the motion failed by a vote of 4-5-0, Davis, Trumbo, Reynolds, Austin and Mayor Hanna voting nay.

Alderman Young questioned the use of the word "obedient." He questioned if there was a hidden agenda of the organization.

Mr. Lowell Grisham, an Episcopalian minister, stated he was disappointed that they had not considered other programs. He questioned the basic principles of Bill Gothard, the founder of the proposed program. He asked the City Council to vote against the resolution because it would align them with this association.

Alderman Trumbo stated he thought this would be something good for the community. He was not trying to align himself or the City with a particular individual.

Mayor Hanna stated he had gotten the idea from the U.S. Conference of Mayors for Stronger Families which had been sponsored by Mayor Goldsmith of Indianapolis. They had just taken out the "International Association of Character Cities" from the resolution. He had not read any of the information Mr. Grisham had quoted, but he believed there were two sides to every story. He thought it was their governor who had implemented this program in our schools. He thought the governor would have looked into it before doing so.

Alderman Austin stated he was not trying to convert anyone. He had been to several of Mr. Gothard's seminars and he had never heard any of the things being said about him. He did not believe in everything Mr. Gothard did but he did admire him for his own personal character. Mr. Gothard did not lead Mr. Austin's family and Mr. Austin did not follow Mr. Gothard, but as a Christian he followed the Lord.

Mr. Grisham suggested that the Council look at other programs. He did not trust the source of this program.

Alderman Trumbo stated they needed to keep religion out of this and keep it generic, using principles everyone thought were sound.

Ms. Judith Levine, an area resident, stated that she thought character building was a great idea. There were many programs which encouraged good character traits. There needed to be a true and nonpartisan way to teach character building. Fayetteville needed unifying programs. She thought there would be better programs out there.

Mr. Jacob Adler stated he supported character-building in the community. However, he could not support the program which was in the original resolution.

Ms. Ann Hanna stated she wanted to defend the City of Character program. She had met Bill Gothard and had seen his results. The Christian Law was based on the Judeo-Christian Law. The schools have used programs like this and it was changing the attitudes of the kids. The kids now had self-respect because they respect each other. They were not pushing one religion. The law of the land had been based on Biblical principles. It was our responsibility to teach our children how to be good citizens and to be responsible.

Ms. Bootsie Ackerman explained that she had agreed to help make Fayetteville a City of Character. She asked the City Council to put forward a resolution of some sort that stated to the community that the leadership of the City wished for the City to hold itself up as a City of Character in whatever form the program might take. She wanted to form a group of people to look at all the programs available that would work for Fayetteville. This should be a simple matter.

Alderman Santos did not see why they needed to pass a resolution tonight. He thought they needed to have a program and a solid resolution before they jumped into it.

Ms. Ackerman thought the City should put forth a resolution stating the City of Fayetteville supported becoming a City of Character but did not associate itself with any one organization.

Mr. Morgan Newmark, an area resident, noted there were a lot of divergent issues. He expressed concern about the founder of the City of Character. He did not know if the City needed to be affiliated with him. He thought there were enough churches and civic groups in this town to promote moral character. He did not see why the City needed to outwardly promote the issue. He noted the people who were promoting the resolution were the same people who were opposing the Human Dignity Resolution last year. That resolution was going to serve as a model for businesses and schools. He questioned why this was different than the last resolution. He questioned if it was appropriate for the government to be telling them words to think about and meditate on. It was not in the City Council's job description to promote moral character. He thought they should leave it alone and let the churches handle it. It was not appropriate for the government to do this.

Mr. Dan Coody, an area resident, suggested adding "compassion" to the list. He was sorry the discussion had been so controversial.

Mr. Jim Bemis, an area resident, stated Fayetteville's character was not broken so don't fix it. He volunteered to be on the committee.

Mr. Jim Canelli, an area resident, stated we had a good community already and we did not need this type of issue divide it.

Mr. Jeff Erf, an area resident, asked what the City was going to do to promote character.

Ms. Sheila Norris, an educator in Springdale, stated they implemented a character of the month in the Springdale schools. She also sat on the City Council in Lowell and they had looked at this program for their City. She was under the impression it would work very similar to the way the school program did. She thought this deserved another look because of the progress they had seen with the children in the school system, simply by teaching them character words. It had not

been negative in the least.

Alderman Russell stated supported the concept of promoting character, but before they passed a resolution he thought they needed to take extensive public input at future Council meetings or they needed to form a committee that would take input on all of the possible programs and character traits, as well as determine more specific traits to add to the list.

Mayor Hanna stated this was just an idea. Fayetteville could come up with their own words and program by forming a committee.

Mayor Hanna called for the vote. Upon roll call the motion carried by a vote of 5-4-0, Daniel, Santos, Young and Russell voting nay, and Mayor Hanna breaking the tie vote.

RESOLUTION 149-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 10:10 p.m.

FAYETTEVILLE COMMUNITY CENTER

Located at Archibald Yell's Historic Waxhaws Estate, Fayetteville, Arkansas

Daryl S. Rantis, Architect

Alfred E. Einert Landscape, Architect

Ron Philips, Geriatric Building Consultant

This community center is unique in that it caters to the seniors of the community while taking advantage of a park setting where intergenerational activity can occur. The building and landscape was designed to respond to the needs of senior citizens as well as blend with the historic rural homestead setting. The building site is one which allows for close proximity to nature while maintaining the existing-house-to-outbuilding relationship. The siting of the facility allows the building, its terraces and the parking to be placed all on the same contour. The abundance of terraces, outdoor areas and activity spaces extends the living space of the center for nine months of the year.

The center's main function is to serve meals to seniors and host a variety of functions and activities. The center includes a game room and an exercise area as well as a greenhouse and art rooms. These spaces, combined with a kitchen, offices, dining hall, and a variety of lounges, are carefully composed to add dignity to the life of older adults without placing them in institutional settings commonly associated with such centers.

WALKER PARK SENIOR CENTER PROJECT

AIA eligible space to include in building cost per square foot calculations.

<u>100% Eligible for inclusion:</u>	<u>Actual Sqft.</u>	<u>Allowed by AIA</u>
Conditioned space	10,278	10,278
Mechanical, storage & basement	3,132	3,132
Kiln room	159	159
Total Conditioned sqft.	13,569	13,569

<u>75% Eligible for inclusion:</u>	<u>Actual Sqft.</u>	<u>Allowed by AIA</u>
Entry canopy	1,680	1,260
Covered deck area	2,844	2,133
Trellis, entry trellis & pavilion	1,680	1,260
Total Covered sqft.	6,204	4,653

<u>50% Eligible for inclusion:</u>	<u>Actual Sqft.</u>	<u>Allowed by AIA</u>
Open terrace, deck & paved pedestrian areas	6,788	3,394
Utilities penthouse	1,026	513
Total Open-space sqft.	7,814	3,907

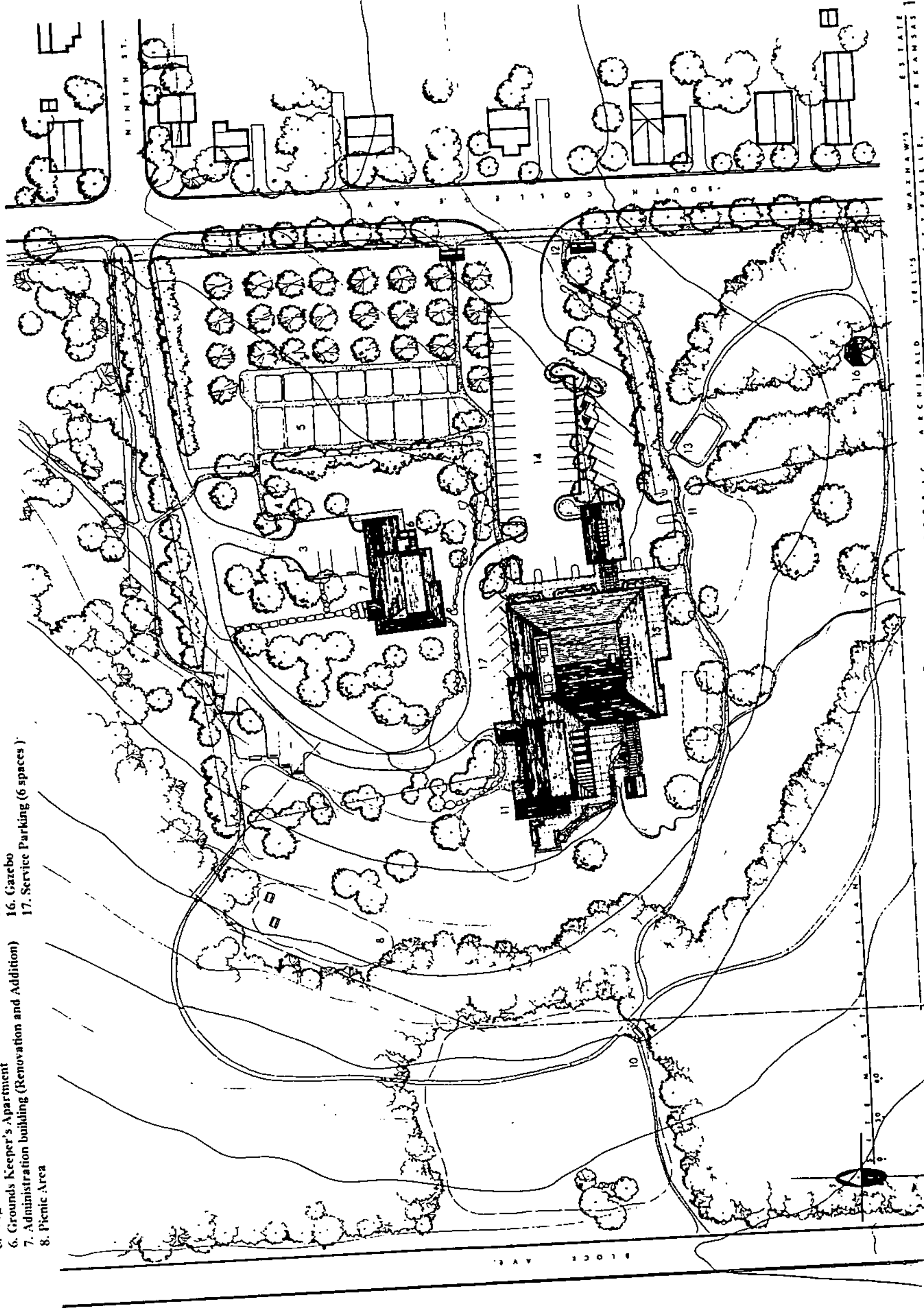
	<u>Actual Sqft.</u>	<u>Allowed by AIA</u>
TOTAL ALL SQFT	27,587	22,129

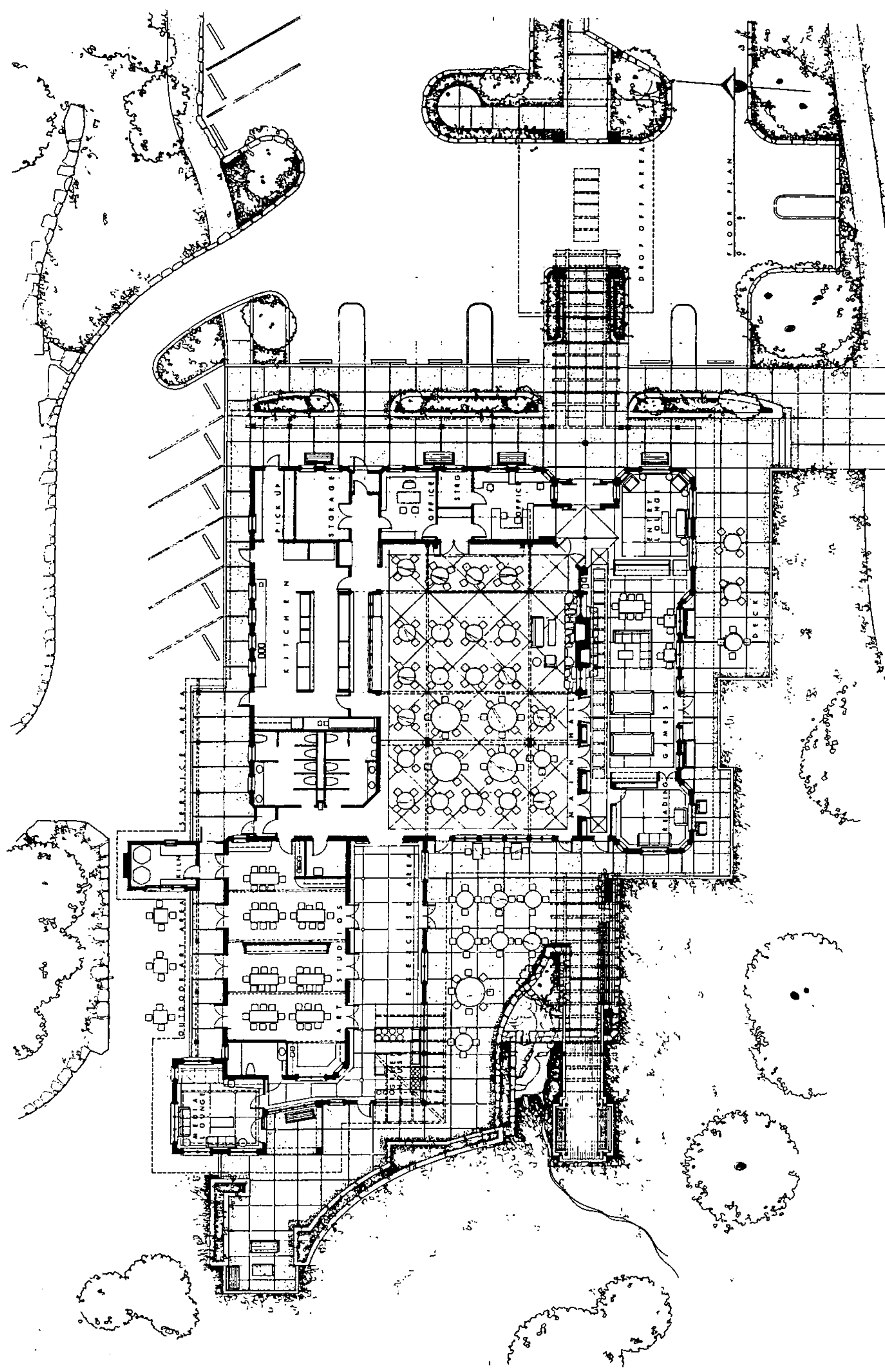
COST PER SQFT = \$2,345,000 / 22,129 sqft = \$105.97

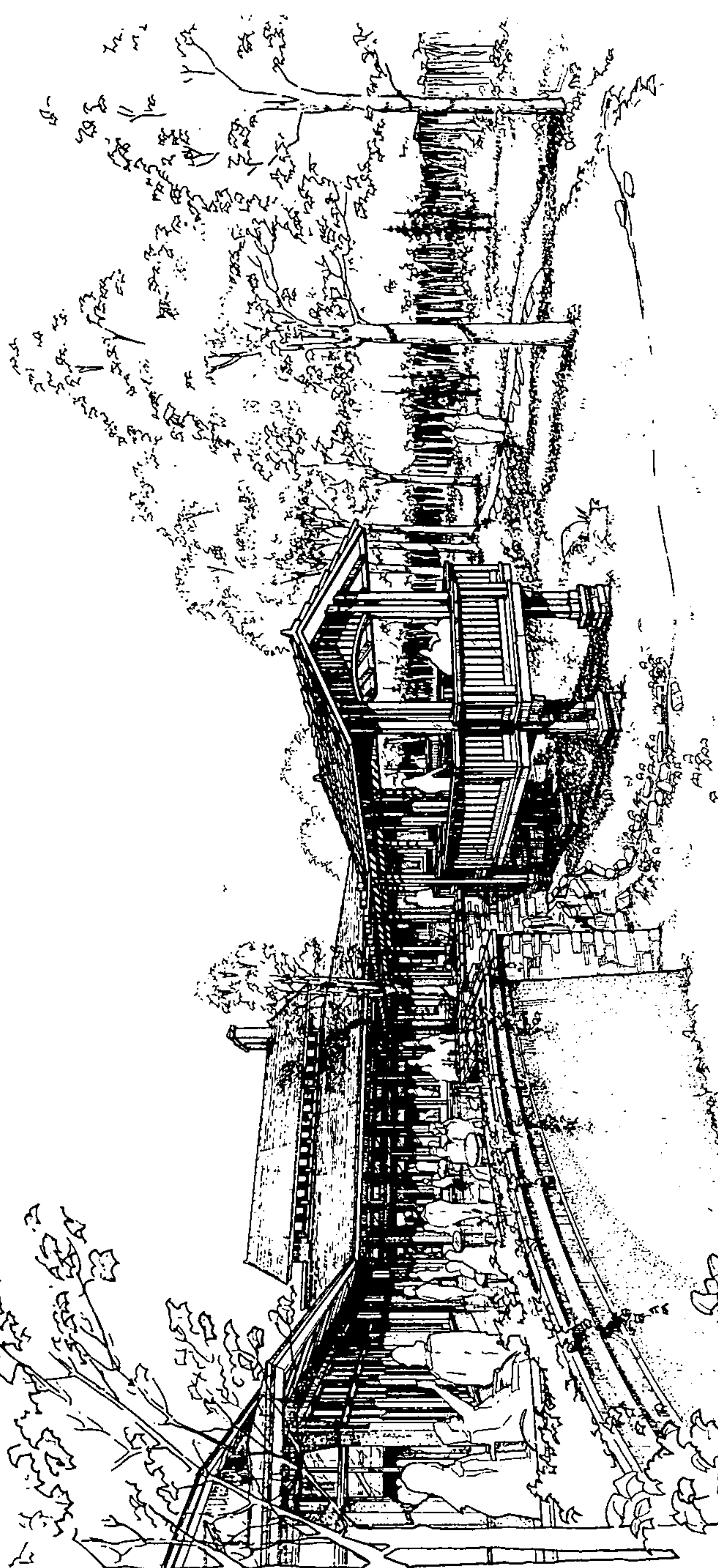
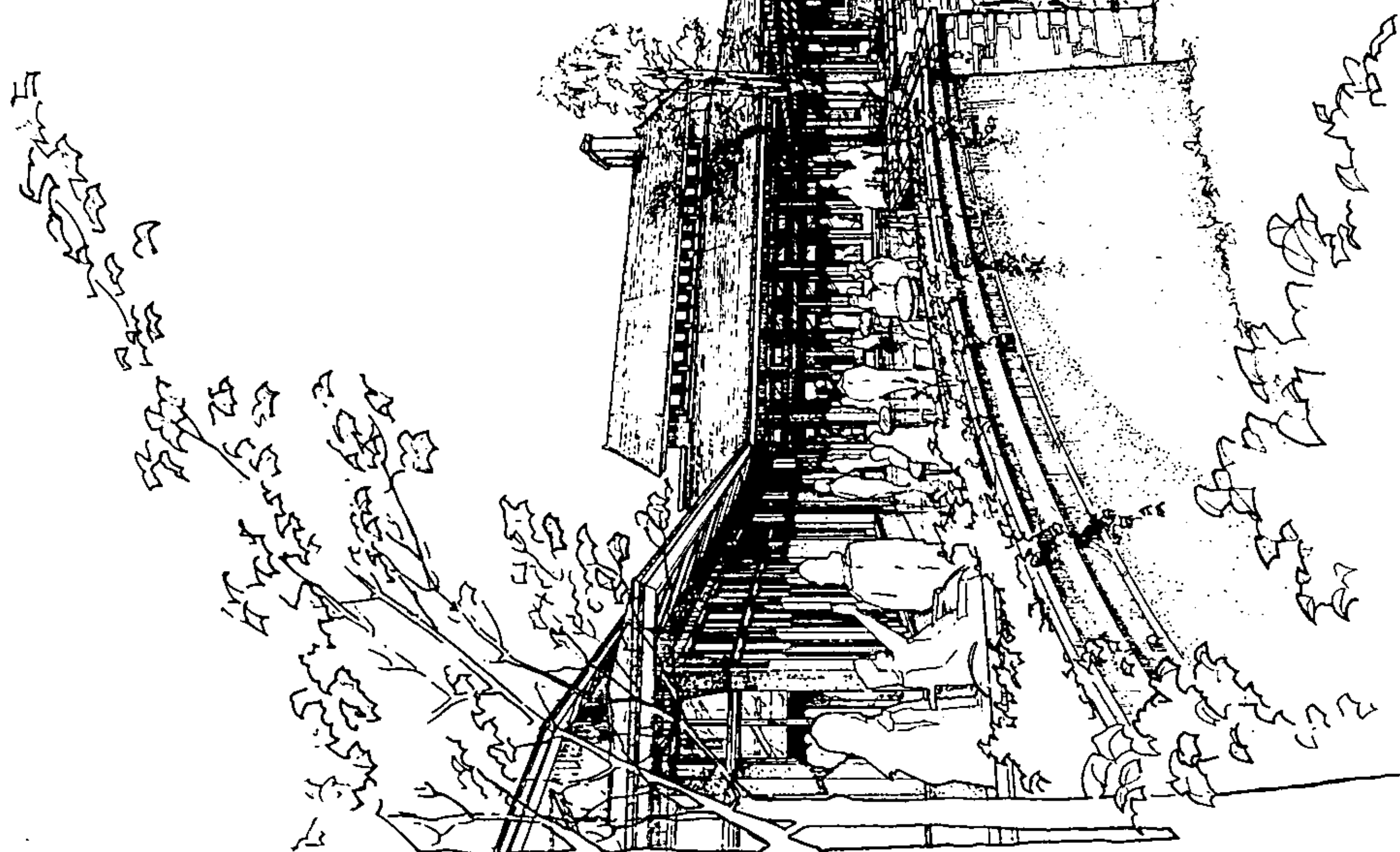
SITE PLAN LEGEND

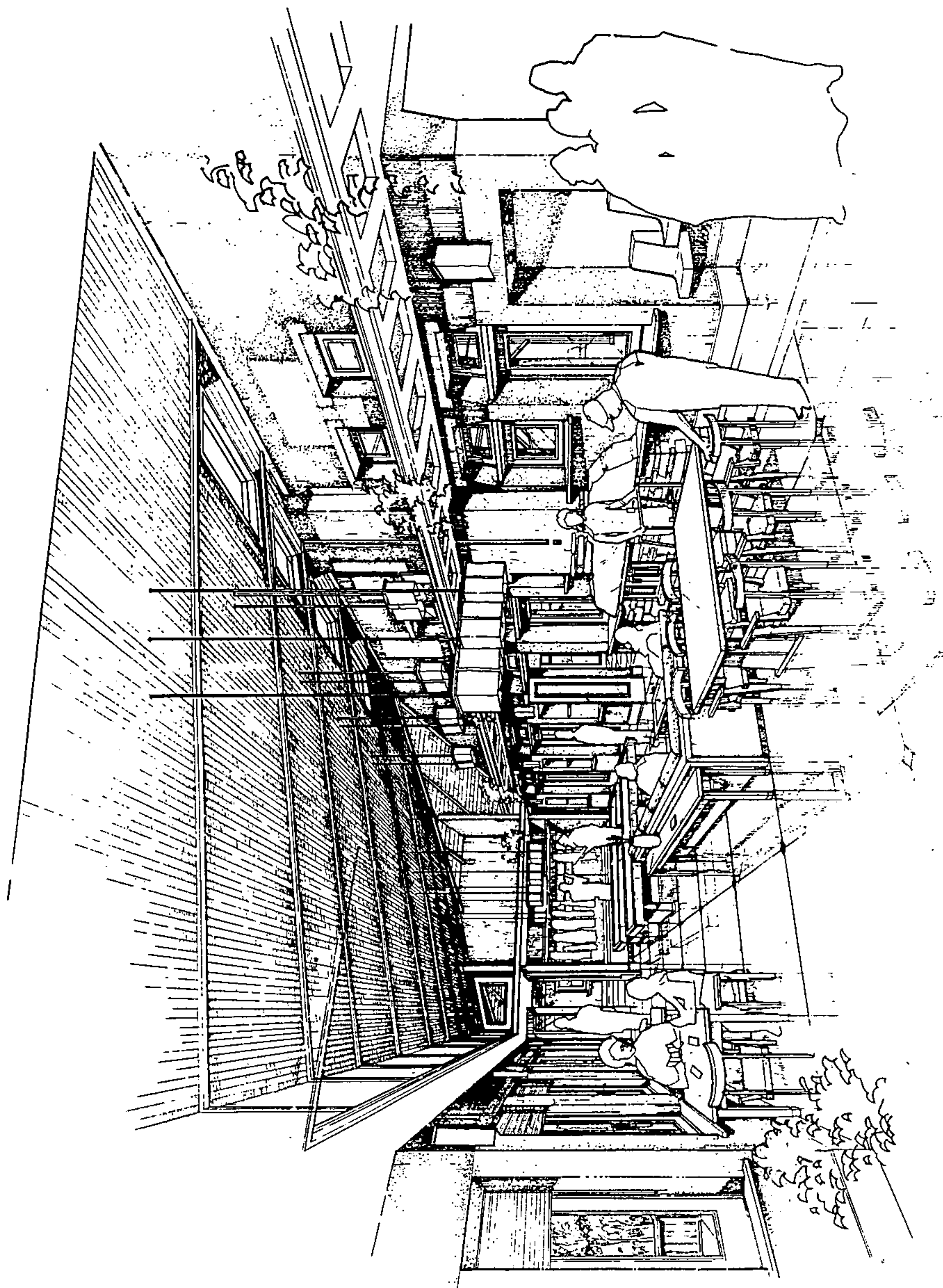
1. Service And Administration Entrance
2. Walking Trail head Parking
3. Administration Parking
4. Archibald Yells Law Office Site
5. Vegetable Garden Plots and Restored Orchards
6. Grounds Keeper's Apartment
7. Administration building (Renovation and Addition)
8. Picnic Area

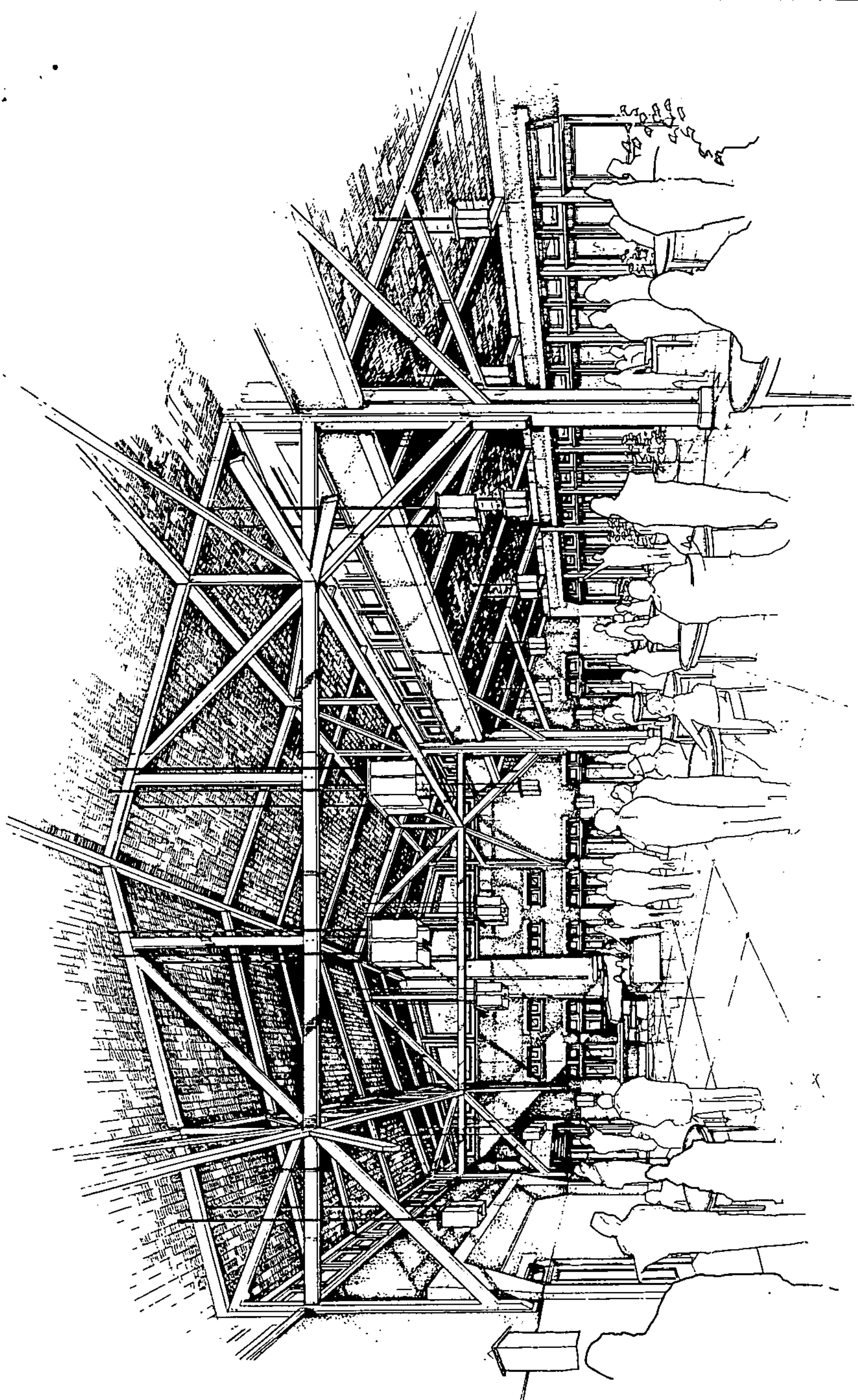
9. Accessible Walking Trail
10. Wild Flower Meadow
11. Lawn Recreation Areas
12. Main Entrance and Pavilions
13. Memorial Garden
14. Main Parking Lot (35 spaces and 8 handicapped)
15. Senior Center and Patios
16. Gazebo
17. Service Parking (6 spaces)











DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Kevin Crosson, Administrative Services Director

FROM: Jan Simco, Community Development Coordinator

DATE: October 5, 1998

SUBJECT: Presentation by the Council on Aging, Inc. - Senior Center Construction

The Council on Aging recently requested some time to address the City Council regarding the status of construction of the proposed Senior Center. The presentation is planned for the Council's agenda meeting on October 13.

The Senior Center construction was delayed last year after construction bids were opened with a low bid of \$2.4 million. Funding for the construction is estimated to be \$1.2 million and consists of the following commitments:

City of Fayetteville (HMR & CDBG)	\$851,000
Area Connection	\$252,500
Private Contributions	\$ 97,500

I recently completed a report to provide some background information regarding the development process that began in 1993. This report is not comprehensive but does include most of the notable events that have taken place.

Please contact me at 575-8261 (ext.261) if you have questions or if you need additional information.

Attachment

STATUS REPORT: SENIOR CENTER PROJECT

INTRODUCTION

The Sang Avenue Senior Center located at 818 Sang Avenue provides meals, socialization, and transportation for older Fayetteville residents. The building was purchased by the City in 1980 with Community Development Block Grant (CDBG) funds and, in 1997, an addition to the building was constructed that was partially funded with CDBG funds. The Area Connection (formerly the Area Agency on Aging of Northwest Arkansas) receives federal funding for programs and activities for the elderly and then subcontracts with local agencies to provide those programs. The first subcontractor at Sang Center was Economic Opportunity Agency and the Council on Aging, Inc (COA) took over services in 1992.

The Sang Center served elderly residents well for a number of years. But, shortly after taking over service delivery, COA expressed concern about the adequacy of facilities due to anticipated growth trends and a desire to provide a wider range of programs to attract more Center users. The location of the Sang Center made it impossible to add needed space for activities and parking. The City agreed that a new Senior Center was a priority need.

This is a summary of actions and events regarding the development of the Senior Center since 1993. This should not be interpreted as an all-inclusive report; rather, it represents notable events from the viewpoint of City staff.

1992

The City purchases approximately 26 acres of mostly undeveloped land from the Brian Walker estate. The land is located adjacent to Walker Park between College and Block Streets and 7th and 13th Streets. Preliminary plans call for the land to be used for parks and recreation. The City determines that a new Senior Center is a priority project and agrees it can be located on a portion of the Walker Park land.

1993

September 2, 1993

A Selection Committee composed of City and COA staff selects Daryl Rantis as architect for the Senior Center project.

October 22, 1993

Mr. Rantis submits a proposal for Design Services and the first construction cost estimate. The cost is based upon a preliminary list of needs and requirements that the building should contain as determined by COA staff. The cost is estimated at \$994,000 summarized as follows:

Cost of Construction	\$747,000 (9,000 sq ft @ \$83.00/sq ft)
Parking/Landscape allowance	\$155,000
Furnishing/Fixture allowance	\$100,000
Total Cost Estimate	\$994,000

City and CDBG procedures prohibit incremental funding of a project i.e., all funds necessary for a complete and usable facility must be committed before construction bids can be solicited. CDBG funds alone cannot support a project of this scope.

Fund raising is necessary for the completion project and, for that reason, COA is the most appropriate agency to assume the role of lead agency. The CDBG funds will be formally committed in a written agreement with COA as soon as the City receives notification from HUD that 1994 grant funds are released. Action on the architect's proposal is postponed until the City/COA agreement is approved.

1994

April 18, 1994

The City leases the existing Walker residence, located on the property where the Senior Center is to be built, to COA to use for administrative offices.

May 17, 1994 - Council on Aging, Inc. Grant Agreement

The Agreement commits Community Development Block Grant (CDBG) funds in the amount of \$375,000 for "...planning, design, development, and construction..." of a Senior Center and sets aside approximately 6 acres of the Walker property as the site. The agreement stipulates \$25,000 for planning and design activities with the remaining grant funds earmarked for construction that "...will be undertaken only when sufficient funding is secured to complete the project." The time of performance of the Agreement is from May 17, 1994 to December 31, 1995.

May 27, 1994

Mr. Rantis and COA enter into an agreement for architectural services including programming, preliminary design, presentation model and renderings (for fund-raising purposes), and cost estimate. The fee is \$21,600 and is paid with the CDBG allocation approved May 17.

1995

Mr. Rantis completes conceptual design of the Senior Center, drawings, and a model. Fund raising activities continues with an open house at the site to showcase the model and property and individual meetings with area businessmen and potential donors.

The Area Agency on Aging of Northwest Arkansas announces a \$350,000 contribution for the project and the City Parks and Recreation Division announces a commitment of \$500,000 that will come from the one-cent HMR sales tax proceeds recently approved by voters. This brings total funding for the project to \$1.2 million.

1996

January 10, 1996

COA and Mr. Rantis enter into a contract for the next phase of architectural services. This includes schematic design and design development, construction documents, bidding, and construction oversight. The contract will be paid from the Area Agency on Aging of Northwest Arkansas contribution.

The project now consists of three phases: Phase 1 is the Senior Center building, phase 2 is a new building for adult daycare, and phase 3 is remodel and expansion of the existing Walker residence for administrative offices. Phase 2 is added at the request of the Area Agency on Aging to replace the existing facility located on Wood Ave. City funds are committed only for Phase 1.

The architect's fee for these services is a percentage of the construction costs so the contract includes a construction cost estimate for each phase of the project. The Senior Center building is estimated at \$1.4 million and the entire project is estimated at \$1.775 million.

Fall/Winter 1996

COA recruits Michael Thomas to organize and develop fund-raising.

The Community Development Division hires Minor Wallace as Construction Manager. Mr. Wallace's primary duty is to act as liaison for the City when construction begins. He begins review of the drawings and specifications.

Mr. Rantis continues schematic design and design development. He subcontracts with a consulting company to assist in estimating the construction cost. At the end of 1996 the estimated cost of the Senior Center building is \$1.66 million and funding is estimated at \$1.4 million from these sources:

CDBG	\$351,000
Parks HMR 1996	\$200,000
Parks HMR 1997	\$300,000
Area Connection	\$350,000
Private Contributions	\$200,000

1997

February 6, 1997

The agreement between the City and COA regarding the CDBG funds expires December 31, 1996. The City Council approves an amendment to extend the agreement to December 31, 1997.

March, 1997

The proposed construction site is historic in nature and it is rumored that an old cemetery is located on or near the site. CDBG regulations require an archeological survey to determine if measures to mitigate environmental impact are needed prior to construction. Mid-Continental Research Associates, Inc conducts the survey but no significant artifacts or remains are found. The cost of the survey is \$16,547 and is paid with CDBG funds.

Drawings and specifications are nearly complete, COA and City staff are ready to break ground but there is no significant additional funding. Mr. Wallace proposes methods that may reduce building costs such as modifying the foundation and structural design, changing roofing materials, and replacing custom doors, millwork, and light fixtures with stock items. Mr. Rantis is reluctant to make any alterations in the foundation or structural design but agrees to include some items as deductive alternates in the bid documents.

April, 1997

Documents are prepared to advertise the project for bids. Although available funds (\$1.4 million) exceed the construction estimate of \$1.9 million, using deductive alternates as a method of bidding may result in enough savings to bring the project within budget so construction can begin.

The deductive alternates are:

1. Light Fixtures - custom-fabricated fixtures designed by the architect
2. Entrance Structures
3. Main Entrance Canopy
4. Pavilion, Trellis, exterior stonework, plastering, and kiln area
5. Sitework - roads, sidewalks, landscaping
6. Millwork - custom millwork and doors

May/June, 1997

Bidding follows established City procedures. Bids are advertised May 2 and May 9 and opened June 4. Bids are tabulated as follows:

	<i>Base Bid</i>	<i>Alternates</i>	<i>Bid Less Alternates</i>
Harrison Davis Construction	\$2,345,000	\$176,600	\$2,168,400
Nabholz Construction	\$2,388,000	\$176,000	\$2,212,000
Crossland Construction	\$2,625,000	\$125,100	\$2,499,900
H.J. Taylor	\$2,795,000	\$210,000	\$2,585,000
SSI of NW Arkansas	\$2,960,000	\$189,000	\$2,771,000

The bids are higher than expected even with deductions. COA now has two options regarding construction: Request Mr. Rantis to make design changes to decrease costs or continue fund raising. COA decides to continue fund raising for one year and to apply for a grant from the Donald Reynolds Foundation.

August 18, 1997

In light of the decision to delay construction, the City notifies COA in writing that CDBG and Parks and Recreation funds committed for the project will be reallocated in fiscal year 1998. This action "...will allow the City to meet regulatory obligations governing the CDBG Program and address concerns of the Parks and Recreation Advisory Board." The letter also states that "... in order to obligate funds for fiscal year 1999, the City must be aware of the Council's financial status...regarding plans for construction by July 31, 1998."

December 31, 1997

Agreement between COA and the City dated May 17, 1994 expires.

1998

COA completes application for Reynolds Foundation grant in the amount of \$4 million. The application is denied in June, 1998.

Prepared by the City of Fayetteville
Community Development Division, October, 1998

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

LIST OF POSSIBLE COST SAVINGS

1. City install water and sewer mains.....	\$27,277
2. Substitute masonry for concrete foundation walls.....	\$6,074
3. Consider alternate roof system - Standing Seam Metal Roof.....	\$5,450
3a. Consider alternate roof system - Architectural Grade Shingles.....	\$27,250
4. Consider alternate windows and french doors.....	\$44,139
5. Eliminate skylights.....	\$4,850
6. Change flooring.....	\$4,200
7. Modify HVAC.....	\$10,000
8. Modify lighting and electrical.....	\$15,000
9. Consider alternate plaster system.....	\$0
10. Simplify wood trim details.....	\$6,750
11. Eliminate stone planters.....	\$8,048
12. Eliminate all stone work.....	\$2,400
13. Change linear ceiling.....	\$8,820
14. Remove selected windows.....	\$4,210
15. Remove interior trellis.....	\$5,000
16. Substitute drywall for plaster in all areas in finish schedule.....	\$5,091
17. Eliminate colored sidewalk. Change to plain concrete.....	\$5,927
18. Remove drywall from all areas where linear ceiling occurs.....	\$3,570
19. Eliminate wood trim on columns under deck on west side.....	\$836
20. Change south portion of building to truss roof with flat ceiling.....	\$3,511
21. Expose exterior Glu-Lams.....	\$2,988
22. Eliminate "whales tongue" at entry.....	\$4,600
23. Simplify fascia detail to incorporate solid 2x8 or 2x10.....	\$6,063
24. Eliminate cabinets.....	\$19,800
25. Substitute Keystone concrete blocks for stone retaining wall.....	\$10,925
26. Eliminate exterior stone stairs at southeast corner of building.....	\$10,505
27. Eliminate 4 parking lot lights.....	\$7,200
28. City provide equipment to install asphalt paving.....	\$4,050
29. City provide equipment and manpower to do most of the earthwork.....	\$30,200
SAVINGS	\$289,282

ESTIMATED BUILDING COST WITH NO CHANGES \$1,537,291
SAVINGS (\$289,282)
REVISED TOTAL COST \$1,248,009

Additional savings may be considered by asking several Fayetteville businesses to donate materials to the project or at least furnish them at cost. Some businesses that come to mind are:

- * City Lumber - lumber, windows and doors
- * McClinton-Anchor and/or Tomlinson Asphalt - asphalt paving and curb & gutter
- * Ozark Steel - rebar and structural steel
- * Tune Concrete - concrete
- * Franklin & Son - roofing
- * White River Hardwoods - wood trim
- * Ozark Floor - flooring
- * Fayetteville Mechanical, Mountain Mechanical, Johnson Mechanical, Johnson Air Conditioning - plumbing and HVAC
- * Service Supply Co. - plumbing fixtures and supplies
- * Beaver Electric, Merit Electric, Northwest Electric - electrical
- * Upchurch Electric Supply - electrical equipment, fixtures and supplies
- * Utility companies provide service into the building

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

1. City install water and sewer mains

Water Main	\$18,845
Sewer Main	\$8,432
savings	\$27,277

2. Substitute masonry for concrete foundation walls

Concrete				
Foundation Walls	70	CY	\$145.00	\$10,150
Basement Walls	110	CY	\$160.00	\$17,600
				\$27,750
12" Blocks				
Foundation Walls	1815	SF	\$4.75	\$8,621
Basement Walls	2611	SF	\$5.00	\$13,055
				\$21,676
			savings	\$6,074

3. Consider alternate roof system - Standing Seam Metal Roof

Tile Roofing	109	SQ	\$350.00	\$38,150
SS Metal Roof	109	SQ	\$300.00	\$32,700
			savings	\$5,450

3A. Consider alternate roof system - Architectural Grade Shingles

Tile Roofing	109	SQ	\$350.00	\$38,150
Shingle Roof	109	SQ	\$100.00	\$10,900
			savings	\$27,250

4. Consider alternate windows and french doors

Original Pella Windows	\$41,431
Eagle Windows	\$20,000
	\$21,431
Original Pella Doors	\$35,860
Eagle Doors	\$13,152
	\$22,708
savings	\$44,139

5. Eliminate skylights

Cost from Estimate	\$4,250
Painting	\$600
savings	\$4,850

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
 September 4, 1998

6. Change flooring

Linoleum	5600	SF	\$2.65	\$14,840
Sheet Vinyl	5600	SF	\$1.90	\$10,640
			savings	\$4,200

7. Modify HVAC

Use alternate equipment manufacturer			savings	\$10,000
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8. Modify lighting and electrical

Change fixtures and use alternate equipment manufacturer			savings	\$15,000
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9. Consider alternate plaster system

No savin \$0

10. Simplify wood trim details

Deduct Interior Trim	3000 LF		\$2.25	\$6,750
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11. Eliminate stone planters

6" Conc. Block	450	SF	\$2.80	\$1,260
8" Conc. Block	150	SF	\$3.00	\$450
Stone	610	SF	\$10.00	\$6,100
Insulation	340	SF	\$0.70	\$238
			savings	\$8,048

12. Eliminate all stone work

This does not include the stone retaining walls.

Stone Veneer - Colm. Base	200	SF	\$12.00	\$2,400
			savings	\$2,400

13. Change linear ceiling

Linear Wood Ceiling	4200	SF	\$8.00	\$33,600
Mineral Fiberboard w/ Fabric	4200	SF	\$5.90	\$24,780
			savings	\$8,820

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
 September 4, 1998

14. Remove selected windows
 Using alternate Eagle windows

#1 Window	7	EA	\$176.57	\$1,236
#2 Window	2	EA	\$247.63	\$495
#3 Window	5	EA	\$180.00	\$900
#4 Window	1	EA	\$123.74	\$124
#5 Window	2	EA	\$583.42	\$1,167
#7 Window	2	EA	\$144.22	\$288
			savings	\$4,210

Using Pella windows

#1 Window	7	EA	\$400.00	\$2,800
#2 Window	2	EA	\$417.00	\$834
#3 Window	5	EA	\$370.00	\$1,850
#4 Window	1	EA	\$349.00	\$349
#5 Window	2	EA	\$890.00	\$1,780
#7 Window	2	EA	\$370.00	\$740
			savings	\$8,353

15. Remove interior trellis

Trellis - Blocking	400	BF	\$2.00	\$800
Wood Trim - Trellis	1200	LF	\$3.00	\$3,600
Painting	1200	LF	\$0.50	\$600
			savings	\$5,000

16. Substitute drywall for plaster in all areas in finish schedule

Interior Plaster	6364	SF	\$1.90	\$12,092
Add Back Sheetrock	-6364	SF	\$0.80	(\$5,091)
Add Back Paint	-6364	SF	\$0.30	(\$1,909)
			savings	\$5,091

17. Eliminate colored sidewalk. Change to plain concrete

6" Composite Slab - Colored	1510	SF	\$1.35	\$2,039
4" Slab - Colored	4320	SF	\$0.90	\$3,888
			savings	\$5,927

18. Remove drywall from all areas where linear ceiling occurs

Deduct Sheetrock	4200	SF	\$0.85	\$3,570
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19. Eliminate wood trim on columns under deck on west side

Redwood Trim - Lab.	352	LF	\$0.75	\$264
Redwood Trim - Mat.	176	BF	\$3.25	\$572
			savings	\$836

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

20. Change game room, library, lounge and exercise room to truss roof with flat ceiling at 10'

Deduct 3-1/8"x11-7/8" GluLam	234	LF	\$14.88	\$3,481
Deduct TJI - 11-7/8"	1600	LF	\$2.25	\$3,600
Roof Framing	1400	BF	\$0.90	\$1,260
				\$8,341
Manufactured Trusses	2300	SF	\$2.10	\$4,830
			savings	\$3,511

21. Expose exterior Glu-Lams

Redwood Trim - Material	700	BF	\$3.25	\$2,275
Redwood Trim - Labor	950	LF	\$0.75	\$713
			savings	\$2,988

22. Eliminate "whales tongue" at entry

Whales Tongue - 2x	400	BF	\$2.50	\$1,000
Whales Tongue - Plywood	1900	SF	\$1.50	\$2,850
Wood Trim - Whales Tongue	200	LF	\$2.75	\$550
Paint Trim	200	LF	\$0.50	\$100
Paint	218	SF	\$0.46	\$100
			savings	\$4,600

23. Simplify fascia details to incorporate solid 2x8 or 2x10

Deduct Exterior Trim - Mat.	1450	BF	\$3.25	\$4,713
Deduct Exterior Trim - Lab.	1800	LF	\$0.75	\$1,350
			savings	\$6,063

24. Eliminate cabinets

Eliminate all but bathroom and kitchen cabinets

Remaining Cabinets				
Cabinets - Full Custom	30	LF	\$180.00	\$5,400
Cabinets - Shelves & Vanities	14	LF	\$75.00	\$1,050
				\$6,450
			Total Cabinet Price	\$26,250
			Deduct Remaining	(\$6,450)
			savings	\$19,800

25. Substitute Keystone concrete blocks for stone retaining wall

Stone Retaining Walls	2300	SF	\$12.00	\$27,600
Keystone Retaining Walls	2300	SF	\$7.25	\$16,675
			savings	\$10,925

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

26. Eliminate exterior stone stairs at southeast corner of building

Foundation Walls at Stairs	35	CY	\$145.00	\$5,075
Stair Landing	90	SF	\$7.00	\$630
Concrete Stairs	100	LF	\$12.00	\$1,200
Stone Veneer - Stairs	300	SF	\$12.00	\$3,600
			savings	\$10,505

27. Eliminate 4 parking lot lights

Parking Lot Lights	4	EA	\$1,800	\$7,200
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28. City provide equipment to install asphalt paving

Asphalt Paving	4050	SY	\$1	\$4,050
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29. City provide equipment and manpower to do most of the earthwork

Clearing	80500	SF	\$0.03	\$2,415
Remove Fence	1220	LF	\$0.50	\$610
Grading	80500	SF	\$0.05	\$4,025
Strip & Stockpile Topsoil	1000	CY	\$2.00	\$2,000
Cut & Haul Off	2500	CY	\$4.50	\$11,250
Borrow & Compact	2300	CY	\$3.00	\$6,900
Replace Topsoil	300	CY	\$10.00	<u>\$3,000</u>
				\$30,200

FAYETTEVILLE SENIOR CENTER CONSTRUCTION COST ESTIMATE

September 4, 1998

DIVISION 01 GENERAL CONDITIONS

Duration - months 12
Estimated Cost \$1,500,000
Square Feet 10410

ITEM NO.	DESCRIPTION	QUANTITY	MATERIAL	LABOR	SUB	MISC/EQUIP	TOTAL
010111	Project Manager	26		\$18,200			\$18,200
010112	Travel Expenses	52				\$780	\$780
010113	Drafting & Design					\$150	\$150
010114	Arch./Engr. Services					\$500	\$500
010115	Equipment Rental					\$1,000	\$1,000
010116	Builder's Risk					\$2,850	\$2,850
010117	Bonds & Insurance					\$13,050	\$13,050
010118	Close Out/Punch List		\$500	\$500			\$1,000
010119	Contingency					\$0	\$0
010121	Testing & Quality Control					\$5,500	\$5,500
010122	Surveyor and Layout	80				\$5,000	\$5,000
010123	Fees & Permits						\$0
010124	Drinking Water	52				\$520	\$520
010126	Barricades & Fences	1000	\$1,000	\$1,000			\$2,000
010131	Construction Toilets	30				\$1,920	\$1,920
010132	Telephone & Fax	12				\$2,310	\$2,310
010133	Job Trailer	12				\$2,460	\$2,460
010134	Storage Trailer	20				\$1,720	\$1,720
010135	Temporary Elec.	12				\$1,700	\$1,700
010136	Moving & Storing					\$500	\$500
010137	Temporary Gas	4				\$1,600	\$1,600
010138	Temporary Heat					\$800	\$800
010139	Pager	12				\$300	\$300
010141	Superintendent	52		\$31,200			\$31,200
010142	Supt. Truck Allowance	12				\$3,000	\$3,000
010143	Proj. Mgr. Truck	6				\$1,200	\$1,200
010146	Fuel and Oil					\$3,600	\$3,600
010151	Small Tools					\$1,500	\$1,500
010152	Equipment Repair & Maint.					\$750	\$750
010153	Dewatering			\$500		\$250	\$750
010154	Safety & OSHA	12				\$760	\$760
010155	Cleanup	780	\$200	\$7,800	\$1,249		\$9,249
010156	Signs	1	\$100	\$50	\$350		\$500
010157	Office Machines				\$200		\$200
010158	Constr. Haul Road	500	\$500	\$300			\$800
010160	Miscellaneous	12				\$900	\$900
010170	Trash Removal	14				\$4,320	\$4,320
010200	Profit					\$75,000	\$75,000
	TOTAL		\$2,300	\$59,550	\$1,799	\$133,940	\$197,589

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

DIVISION 02
SITEWORK

TOTAL 179,295

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
02100	Earthwork	LS			\$39,500
02200	Concrete Paving	190	SY	\$15.00	\$2,850
02210	Curb & Gutter	1820	LF	\$7.75	\$14,105
02220	Sidewalks	2300	SF	\$2.50	\$5,750
02230	Misc. Concrete	LS			\$2,905
02300	Asphalt Paving	4050	SY	\$8.25	\$33,413
02350	Site Signs	12	EA	\$150.00	\$1,800
02351	Striping	65	SP	\$10.00	\$650
02360	Drilled Piers	102	EA	\$50.00	\$5,100
02400	Termite Pretreat	8000	SF	\$0.20	\$1,600
02500	Landscaping	LS			\$11,115
02600	Water Main	LS			\$48,845
02650	Sanitary Sewer	LS			\$6,432
02700	Found. Drain and C. Basins	LS			\$3,455
02750	Stone Retaining Walls	2300	SF	\$12.00	\$27,600
02800	Tree Protection	1500	LF	\$1.25	\$1,875
02910	Dumpster Fence	35	LF	\$20.00	\$700
					<i>95443</i>
Phase 02500 - Landscaping					
02510	Planting Beds	600	SF	\$2.00	\$1,200
02520	Sod	2200	SY	\$2.50	\$5,500
02530	Trees	15	EA	\$125.00	\$1,875
02540	Plantings	106	EA	\$20.00	\$2,120
02550	Ground Cover	420	SF	\$1.00	\$420
				TOTAL	\$11,115
Phase 02230 - Misc. Concrete					
02231	Stamped Concrete	220	SF	\$10.00	\$2,200
02235	Wheel Stops	3	EA	\$35.00	\$105
02238	H.C. Ramps	6	EA	\$100.00	\$600
				TOTAL	\$2,905
Phase 02100 - Earthwork					
02110	Clearing	80500	SF	\$0.03	\$2,415
02120	Remove Fence	1220	LF	\$0.50	\$610
02130	Grading	80500	SF	\$0.05	\$4,025
02140	Strip & Stockpile Topsoil	1000	CY	\$2.00	\$2,000
02150	Cut & Haul Off	2500	CY	\$5.00	\$12,500
02160	Borrow & Compact	2300	CY	\$6.50	\$14,950
02170	Replace Topsoil	300	CY	\$10.00	\$3,000
				TOTAL	\$39,500

FAYETTEVILLE SENIOR CENTER**CONSTRUCTION COST ESTIMATE**

September 4, 1998

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Phase 02600 - Water Main					
02610	8" Ductile Iron Pipe	380	LF	\$29.00	\$11,020
02611	8x6 Reducer	1	EA	\$200.00	\$200
02612	8x8 Tee	1	EA	\$250.00	\$250
02613	8" Gate Valve	1	EA	\$350.00	\$350
02620	Fire Hydrant Assembly	1	EA	\$1,800.00	\$1,800
02630	6" Ductile Iron Pipe	230	LF	\$20.00	\$4,600
02631	6" Tee	1	EA	\$125.00	\$125
02632	6" Ell	3	EA	\$100.00	\$300
02633	6" 1/4 Bend	2	EA	\$100.00	\$200
				TOTAL	\$18,845
Phase 02650 - Sewer Main					
02651	8" PVC Pipe	236	LF	\$12.00	\$2,832
02652	Manholes	2	EA	\$1,000.00	\$2,000
02653	4" PVC Pipe	360	LF	\$10.00	\$3,600
				TOTAL	\$8,432
Phase 02700 - Found. Drains & C. Basins					
02710	6 " Footing Drain	235	LF	\$5.00	\$1,175
02720	8" PVC Storm Drain	90	LF	\$7.00	\$630
02730	2" PVC Storm Drain	70	LF	\$5.00	\$350
02740	Catch Basins	4	EA	\$250.00	\$1,000
				TOTAL	\$3,155

DIVISION 03**CONCRETE****Phase 03100 - Drilled Piers**

03110	Place Conc.& Rebar - 24" diam.	1132	VLF	\$14.00	\$15,848
03120	Place Conc.& Rebar - 30" diam.	357	VLF	\$19.00	\$6,783
03130	Place Conc.& Rebar - 36" diam.	93	VLF	\$26.00	\$2,418
				TOTAL	\$25,049

Phase 03200 - Foundations & Footings

03210	Foundation Walls	70	CY	\$145.00	\$10,150
03215	Basement Walls	110	CY	\$160.00	\$17,600
03220	Grade Beams	20	CY	\$125.00	\$2,500
03230	Spread Footing	15	CY	\$110.00	\$1,650
03240	Concrete Pedestals	5	CY	\$750.00	\$3,750
03245	Foundation Walls at Stairs	35	CY	\$145.00	\$5,075
03250	Stair Landing	90	SF	\$7.00	\$630
03260	Concrete Stairs	100	LF	\$12.00	\$1,200
03290	Blockouts	45	EA	\$15.00	\$675
				TOTAL	\$43,230

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE

September 4, 1998

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Phase 03300 - Slabs					
03310	Gravel	200	TN	\$22.00	\$4,400
03311	Sand	40	TN	\$25.00	\$1,000
03320	Rebar	6	TN	\$850.00	\$5,100
03330	2" Mud Slab	30	CY	\$85.00	\$2,550
03332	6" Composite Slab - Colored	1510	SF	\$3.25	\$4,908
03333	6" Composite Slab - Plain	5320	SF	\$1.90	\$10,108
03334	4" Slab - Colored	4320	SF	\$2.20	\$9,504
03335	4" Slab - Plain	3220	SF	\$1.30	\$4,186
03340	Concrete Pump	7	EA	\$650.00	\$4,550
03350	Waterproofing	1520	SF	\$1.30	\$1,976
03360	Perimeter Insulation	1520	SF	\$0.80	\$1,216
				TOTAL	\$49,498
DIVISION 03 TOTAL					\$117,777

DIVISION 04
MASONRY

04100	Faswall	4500	SF	\$6.00	\$27,000
04200	8" Concrete Blocks	150	SF	\$3.00	\$450
04300	6" Concrete Blocks	450	SF	\$2.80	\$1,260
04400	Stone Veneer - Planters	610	SF	\$10.00	\$6,100
04450	Stone Veneer - Stairs	300	SF	\$12.00	\$3,600
04460	Stone Veneer - Column Base	200	SF	\$12.00	\$2,400
				TOTAL	\$40,810

DIVISION 05
STEEL

05100	W - Beam - 36# Steel	5600	LBS	\$0.90	\$5,040
05110	W - Beam - 26# Steel	15000	LBS	\$0.85	\$12,750
05120	W - Beam - 22# or less Steel	7500	LBS	\$0.80	\$6,000
05200	3" diam. HS Pipe - 9'	12	EA	\$150.00	\$1,800
05210	3" diam. Pipe - 9'	28	EA	\$125.00	\$3,500
05300	TS 4"x4"x16'	6	EA	\$200.00	\$1,200
05310	TS 6"x6"x17'	9	EA	\$460.00	\$4,140
05320	TS 12"x6"x17'	2	EA	\$750.00	\$1,500
05400	1-1/2"x22ga. Deck	800	SF	\$0.90	\$720
05410	3"x16ga. Deck	6800	SF	\$1.75	\$11,900
				TOTAL	\$48,550

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

DIVISION 06
CARPENTRY

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Rough Carpentry					
06010	2x4 Wall - Framing	1400	BF	\$1.20	\$1,680
06011	2x6 Wall - Framing	8800	BF	\$1.15	\$10,120
06012	2x8 Wall - Framing	3000	BF	\$1.10	\$3,300
06020	Blocking - 2x	3000	BF	\$1.50	\$4,500
06021	Blocking - Plywood	500	SF	\$2.00	\$1,000
06030	Whales Tongue - 2x	400	BF	\$2.50	\$1,000
06031	Whales Tongue - Plywood	1900	SF	\$1.50	\$2,850
06032	Trellis - Blocking	400	BF	\$2.00	\$800
06040	Roof Framing	4800	BF	\$0.90	\$4,320
06045	Plywood Roof Deck	6800	SF	\$0.75	\$5,100
06050	Soffit Framing	2800	BF	\$1.50	\$4,200
06060	Facia Framing	2500	BF	\$1.25	\$3,125
06070	Penthouse Rail	85	LF	\$20.00	\$1,700
06080	TJI - 11-7/8"	2200	LF	\$2.25	\$4,950
				TOTAL	\$48,645
Redwood Trim					
06091	Columns & Beams - Material	3500	BF	\$3.25	\$11,375
06092	Columns & Beams - Labor	3300	LF	\$0.75	\$2,475
06093	Facia Trim - Material	2000	BF	\$3.25	\$6,500
06094	Facia Trim - Labor	3500	LF	\$0.75	\$2,625
06095	Soffit - Material	4000	BF	\$3.25	\$13,000
06096	Soffit - Labor	3800	SF	\$0.80	\$3,040
06097	Terrace Rail	160	LF	\$45.00	\$7,200
				TOTAL	\$46,215
	Total Rough Carpentry				\$94,860
Finish Carpentry					
06510	Wood Trim - Doors	5500	LF	\$2.25	\$12,375
06520	Wood Trim - Windows	5400	LF	\$2.50	\$13,500
06530	Wood Trim - Whales Tongue	200	LF	\$2.75	\$550
06540	Wood Trim - Trellis	1200	LF	\$3.00	\$3,600
06550	Wood Trim - Other	1300	LF	\$3.25	\$4,225
06560	Wood Base	1000	LF	\$3.00	\$3,000
	Total Finish Carpentry				\$37,250

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Wood Trusses					
06100	Wood Trusses	2500	SF	\$2.10	\$5,250
GluLams					
06210	GluLams - 3-1/8"x7-1/2"	370	LF	\$9.60	\$3,553
06211	GluLams - 3-1/8"x12"	380	LF	\$14.88	\$5,653
06212	GluLams - 3-1/8"x13-1/2"	180	LF	\$16.63	\$2,994
06213	GluLams - 3-1/8"x18"	360	LF	\$18.39	\$6,621
06214	GluLams - 5-1/8"x6"	730	LF	\$12.34	\$9,011
06215	GluLams - 5-1/8"x7-1/2"	200	LF	\$15.23	\$3,045
06216	GluLams - 5-1/8"x9"	560	LF	\$18.11	\$10,141
06217	GluLams - 5-1/8"x13-1/2"	430	LF	\$22.43	\$9,646
06218	GluLams - 5-1/8"x19"	180	LF	\$31.24	\$5,624
06220	Metal Brackets	230	EA	\$25.00	\$5,750
06230	SS Bolts	1200	EA	\$4.50	\$5,400
06240	Crane	1	MO	\$9,500	\$9,500
				TOTAL	\$76,937
Wood Ceiling					
06800	Linear Wood Ceiling	4200	SF	\$8.00	\$33,600
Cabinets					
06910	Cabinets - Full Custom	125	LF	\$180.00	\$22,500
06920	Cabinets - Shelves & Vanities	50	LF	\$75.00	\$3,750
				TOTAL	\$26,250

DIVISION 07
THERMAL & MOISTURE PROTECTION

Insulation					
07110	1" Rigid Insulation	340	SF	\$0.70	\$238
07120	R-11 Batt Insulation	1530	SF	\$0.29	\$444
07122	R-19 Batt Insulation	2600	SF	\$0.39	\$1,014
07124	R-38 Batt Insulation	4800	SF	\$0.80	\$3,840
				TOTAL INSULATION	\$5,536
Roof					
07500	Tile Roofing	109	SQ	\$350.00	\$38,150
07550	Built-up Roof w/ Insulation	9	SQ	\$360.00	\$3,240
07600	Stress Skin Panels	4100	SF	\$5.10	\$20,910
Fireproofing					
07700	Fireproofing	3400	SF	\$2.00	\$6,800
Caulking					
07800	Caulking & Sealants	10410	SF	\$0.30	\$3,123

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

DIVISION 08
DOORS AND WINDOWS

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Doors					
08000	Hollow Metal Doors & Frames	2	EA	\$450.00	\$900
08110	Custom Wood Doors - 3'x7'	13	EA	\$825.00	\$10,725
08120	Custom Wood Doors - 4'x9'	2	EA	\$1,750.00	\$3,500
08130	Flush Wood Doors - 3'x7'	9	EA	\$175.00	\$1,575
	TOTAL				\$15,800
Skylights					
08400	Skylights - 5'x5' - Glass only	75	SF	\$25.00	\$1,875
08410	Poplar Trim	390	LF	\$2.75	\$1,073
08420	Blocking	300	BF	\$2.50	\$750
08430	Redwood	120	BF	\$4.60	\$552
	TOTAL				\$4,250
Finish Hardware					
08510	Entry Set	4	EA	\$350.00	\$1,400
08511	Exit Device	13	EA	\$425.00	\$5,525
08512	Closer	25	EA	\$160.00	\$4,000
08513	Kick Plate	30	EA	\$45.00	\$1,350
08514	Stop	23	EA	\$30.00	\$690
08515	Hinges	74	EA	\$25.00	\$1,850
08516	Pull	23	EA	\$125.00	\$2,875
08517	Push Plate	14	EA	\$40.00	\$560
08518	Lockset	9	EA	\$125.00	\$1,125
08519	Flush Bolt	1	EA	\$75.00	\$75
	TOTAL				\$19,450

DIVISION 09
FINISHES

Gypsum Board					
09010	Gyp. Board - Walls - Incl. T&B	8200	SF	\$0.80	\$6,560
09020	Gyp. Board - Ceilings "	6800	SF	\$0.85	\$5,780
09030	Gyp. Board - Soffits "	900	SF	\$1.25	\$1,125
	TOTAL				\$13,465
Flooring					
09110	Linoleum	5600	SF	\$2.65	\$14,840
09111	Linoleum Base	130	LF	\$2.50	\$325
09120	Vinyl Base	200	LF	\$1.30	\$260
	TOTAL				\$15,425
Tile					
09130	Ceramic Tile - 6"x12" - Wall	430	SF	\$5.50	\$2,365
	TOTAL FLOORING				\$17,790
Plaster					
09200	Plaster	10400	SF	\$1.90	\$19,760

FAYETTEVILLE SENIOR CENTER
CONSTRUCTION COST ESTIMATE
September 4, 1998

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Painting					
09310	Paint Walls	8900	SF	\$0.30	\$2,670
09320	Paint Ceilings	7700	SF	\$0.40	\$3,080
09330	Finish Doors	26	EA	\$50.00	\$1,300
09340	Finish Windows	86	EA	\$40.00	\$3,440
09350	Paint Interior Trim	14600	LF	\$0.50	\$7,300
09360	Paint Exterior Trim	11000	LF	\$0.40	\$4,400
09370	Paint Railing	260	LF	\$3.00	\$780
				TOTAL	\$22,970

DIVISION 10
SPECIALTIES

10200	Toilet Partitions	7	EA	\$850	\$5,950
10300	Fireplace	1	EA	\$850	\$850
10400	Signage	4	EA	\$55	\$220
10500	Fire Extinguishers & Cabinets	5	EA	\$230	\$1,150
10600	Toilet Accessories	LS			\$3,442
10700	Window Treatment	1100	SF	\$6.00	\$6,600
10800	Recessed Floor Mats	51	SF	\$21.00	\$1,071
10900	Flag Pole	1	EA	\$2,700	\$2,700

Toilet Accessories

10610	Mirrors	48	SF	\$35.00	\$1,680
10620	Paper Towel Dispenser	4	EA	\$200.00	\$800
10625	Soap Dispenser	5	EA	\$100.00	\$500
10630	Toilet Paper Holder	7	EA	\$30.00	\$210
10640	Grab Bars	12	LF	\$21.00	\$252
				TOTAL	\$3,442

DIVISION 15
MECHANICAL

15100	Fire Sprinkler	8951	SF	\$3.25	\$29,091
15200	Mechanical	8951	SF	\$18.75	\$167,831

DIVISION 16
ELECTRICAL

16000	Electrical	8951	SF	\$14.60	\$130,685
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LEASE AGREEMENT

THIS AGREEMENT executed this 2nd day of January, 19 91, by and between the City of Fayetteville, Arkansas, hereinafter called Lessor, and the Council on Aging, Inc., hereinafter called Lessee.

In consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. Lessor hereby leases to Lessee the following described real property and all improvements thereon, to be used for the purpose of a Sang Avenue Senior Citizens Center:

Lot Number One (1) in Block Number One (1) Abshier's Third Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

2. The term of this Lease shall commence on January 1, 1991 and shall terminate on December 31, 1992. The Lease may be renewed for additional terms of two years by mutual consent. The Lease may be terminated by either party in writing at least thirty (30) days prior to expiration of the Lease term. However, Lessor shall be obligated to enter into a similar lease with the Area Agency on Aging of Northwest Arkansas or its designated subcontractor which has been awarded funds to provide services to the Sang Avenue Senior Citizens Center.
3. In consideration for the use of the premises, Lessee agrees to pay Lessor the sum of One Dollar and no/100 (\$1.00) per year payable in advance on or before the first day of January of each year of the lease term.
4. Lessee agrees to provide the following services to eligible elderly residents of the City of Fayetteville:
 - a. Operate the Center so as to be open to the public a minimum of five (5) hours per day, five (5) days per week (Monday through Friday), except holidays;
 - b. Act as a resource center for information and referral in accordance with the Older Americans Act of 1965 as amended;
 - c. Serve one congregate meal five (5) days per week (Monday through Friday), except holidays;

- d. Provide home-delivered meals to qualified participants who reside in Fayetteville and are home-bound;
- e. Provide transportation to and from the Center where available, free of charge, for participants who are without transportation;
- f. Provide recreation activities at the Center at regularly scheduled times.

5. Minimum Center staff requirements will be:

- a. Director of Elderly Services and Nutrition Program;
- b. Site Manager/Secretary;
- c. Other staff deemed necessary by the Director.

Only offices directly connected with the Elderly Nutrition Program/Senior Center operation will be housed at the Senior Center. An Advisory Council, one member of which will represent the City of Fayetteville, may advise policy decisions concerning site activities and functions.

- 6. Lessee shall be responsible for payment of all utilities, including electrical bills, natural gas bills, water and sewer bills, sanitation service bills, telephone bills, and cable television bills.
- 7. Lessee agrees that, at its own expense, it will keep and maintain the premises and all improvements thereon in good condition and repair at all times as determined by Lessor. Lessor shall have the right to inspect the premises at reasonable times.

Lessee further agrees to be responsible for yard maintenance and for the maintenance of all heating, electrical, air-conditioning, and plumbing equipment on the premises.

- 8. Lessor will allocate a property insurance premium to Lessee annually. Lessee agrees to pay this allocation premium in a timely manner following notification by the Lessor. Lessee may provide other insurance for contents of the building as they deem necessary.
- 9. Lessee shall maintain at all times a current and complete record of all activities conducted on the leased premises in a form acceptable to Lessor and Lessee shall submit a quarterly (every three months from date of original Lease term) activity report to Lessor's Community Development Office on or before the 15th day of the month

following the ending month of each quarter. The report will provide the Lessor information on the number of persons using the Center, number of meals/units served (including delivered meals) and any other information on special activities Lessee deems appropriate.

10. An annual Financial Report will be submitted within sixty (60) days following the end of Lessee's fiscal year.
11. The Lessor and the Department of Housing and Urban Development through any authorized representatives shall have complete access to Lessee's records, including financial records, during reasonable hours and shall have the right to inspect and copy said records.
12. The Lessee agrees to occupy and use the premises in a manner consistent with the requirements of 24 CFR Part 570 of the Housing and Community Development Act of 1974 and to comply with the terms and conditions of this agreement and all local, State and Federal laws governing such use.
13. Lessee agrees to hold Lessor harmless for any claim, expense, loss or liability suffered or occasioned as a result of Lessee's use or occupancy of the premises.
14. In the event the Lessee violates any of the stipulations contained herein, Lessor has the right to terminate this Lease by giving thirty (30) days written notice to Lessee specifying the violation and effective date of the termination; provided however, that prior to the issuance of a Notice of Termination, Lessee shall have a reasonable time, not to exceed fifteen (15) days, to remedy any violation.
15. Lessee shall not sublet the leased premises without the prior written consent of Lessor.
16. By executing this agreement, the Lessor does not waive its statutory tort immunity under Arkansas Code Ann. Section 21-98-301 (1987).
17. The United States shall be deemed to be a beneficiary of these provisions both for an in its own right and also for the purpose of protecting the interests of the Community and other parties, public or private, in whose favor or for whose benefit these provisions have been provided and shall have the right, in the event of any breach of these provisions, to maintain any actions or suits at law or in equity or any other property proceedings to enforce this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written.

CITY OF FAYETTEVILLE

Fred A. Kossinger
Mayor

WITNESS:

Sherry L. Thomas
City Clerk

COUNCIL ON AGING, INC.

Betty Turner, Executive Director

WITNESS:

Jan L. Smith
City of Fayetteville

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Senior citizens gather to celebrate grand opening of new social center

Ashley S. Kelley, *The Morning News*

Local senior citizens celebrated the grand opening Tuesday of the Benton County Senior Services Center — the cornerstone of a project to bring affordable housing, activities and services to older residents.

On Southeast "L" Street in Bentonville, the new 10,000-square-foot center provides all Benton

County residents who are 60 or older a place to socialize, eat and find assistance.

"When we built the center, we tried to make it 'one-stop shopping,'" said Jerry Mitchell, the executive director of the Area Agency on Aging. The center offers support services and hot meals on weekdays as well as games, gospel singing, dancing and bingo.

"The socialization, I feel, is as important as the meals," said the center's director, Nancy Robbins. Not only is good nutrition vital but also the opportunity to make new friends is important, especially for older people who recently have moved to Northwest Arkansas, Robbins said. The center also offers transportation to local shops as well as trips to Branson and local festivals.

With 30-percent growth in the local elderly population, the county outgrew its former location, and organizers said they took a leap of faith when they began to build a \$975,000 center four years ago. The center was funded through the Arkansas Department of Economic Development and contributions from the Benton County and Rogers-Lowell United Way agencies and an anonymous donor.

"With everyone working diligently, we were able to put the plans together and build the building," Mitchell said.



Photo by Flip Putthoff, *The Morning News*

Virgil Hamilton (left) talks with U.S. Rep. Asa Hutchinson on Tuesday in Bentonville during the opening of the Benton County Senior Services Center.

U.S. Rep. Asa Hutchinson, R-3rd District, applauded the organizers for helping senior citizens remain independent. The longer they can maintain their independence, the better it is for them and the community, Hutchinson said.

A \$3.4-million senior-housing development, Osage Terrace, is expected to open next door to the center in November. The housing, designed for low-income seniors, will complement the center by creating a community with programs typically available only to the wealthy, officials said. The two-story building will have 40 apartments with private kitchens and bathrooms.

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RESOLUTION NO. 12-96

A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE COUNCIL ON AGING, INC. TO EXTEND THE TIME OF PERFORMANCE TO DECEMBER 31, 1997.

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

Section 1. That the City Council hereby approves an amendment to an agreement with the Council on Aging, Inc. to extend the time of performance to December 31, 1997, and the Mayor and City Clerk are hereby authorized to execute same. A copy of the agreement amendment is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 6th day of February, 1996.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk



AMENDMENT

This amends the Agreement dated May 17, 1994 with the **Council on Aging, Inc.** (Grantee) and the **City of Fayetteville** through its Community Development Division (Grantor),

WITNESSETH:

WHEREAS, under the original Agreement the Grantee was awarded \$375,000.00 from the Community Development Block Grant for construction of a Senior Activity Center to be located at 901 South College, Fayetteville, AR;

WHEREAS, under the original Agreement the Time of Performance expired December 31, 1995;

NOW THEREFORE, with this Amendment the Grantor shall extend the Time of Performance to December 31, 1997.

APPROVED this 6th day of Feb., 1996.

CITY OF FAYETTEVILLE

By: _____

Mayor

ATTEST:

By: _____

City Clerk

COUNCIL ON AGING, INC.

By: _____

ATTEST:

By: _____



RESOLUTION NO. 58-94

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE COUNCIL ON AGING, INC. TO GOVERN THE ADMINISTRATION OF A GRANT AWARD TO THE BUILD A SENIOR/COMMUNITY CENTER.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an agreement with the Council on Aging, Inc. to govern the administration of a grant award in the amount of \$375,000 to build a senior/community center. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

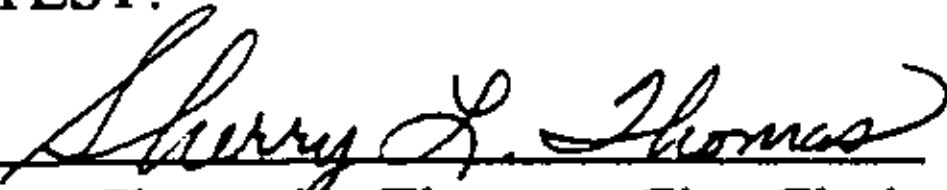
PASSED AND APPROVED this 17th day of May, 1994.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Sherry L. Thomas, City Clerk

AGREEMENT

THIS AGREEMENT entered into this 17th day of May, 1994, by and between the COUNCIL ON AGING, INC., hereinafter called the Grantee and the CITY OF FAYETTEVILLE, through its Community Development Division, hereinafter called the City;

WHEREAS, the Grantee is a non-profit corporation that provides services and programs designed to allow persons over 50 years of age to live independently and to enhance overall quality of life and offers these services and programs to all eligible persons who reside within the city limits of Fayetteville; and

WHEREAS, the Grantee and the City are interested in expanding programs and services to all citizens of Fayetteville, particularly persons over 50 years of age, by providing public facilities for the purposes described herein;

NOW THEREFORE, in consideration of the benefits to be derived by the citizens of Fayetteville from programs and services described herein, the City agrees to provide funds to the Grantee for development and construction of a Community/Senior Center.

I. GRANT CONDITIONS

- a. It is expressly agreed and understood that the total amount to be paid to the Grantee under this Agreement shall not exceed \$375,000.00. Disbursement of grant funds will follow the guidelines specified in Section II of this Agreement.
- b. Funding under this Agreement is contingent upon award of Community Development Block Grant funds to the City by the U.S. Department of Housing and Urban Development (HUD).
- c. Grantee agrees to construct the Community/Senior Center on real property which the City owns, that is commonly described as 901 South College and more particularly described as:

Lots 1, 2, 3, 8, and 9 in Block E and Lots 17 through 21 in Block F of the Archibald Yell Subdivision to the City of Fayetteville, Arkansas and including a 50 foot drive that appears as Henry Walker Drive on the recorded plat thereof.

- d. Grant funds will be used for planning, design, development, and construction of a Community/Senior Center as follows:
1. Grant funds will be used to secure the services of a licensed architect who will complete a Design Study. The Study will include a conceptual design of the building, parking requirements, related site improvements, and a preliminary cost estimate. The Design Study will include representations of the conceptual design through drawings and at least one scale model.
 2. The development and construction of the building will be undertaken only when sufficient funding is secured to complete the project, in addition to the grant funds awarded herein. Grant funds will be expended for eligible activities in amounts that represent a proportionate share of the costs in relation to other project funds.
 3. The City will have the right to review the plans and specifications and will provide written approval of plans and specifications prior to commencement of the bidding process.
- e. The Community/Senior Center will conform to the requirements described in a statement of "Initial Requirements for Walker Park Senior Center" dated November 30, 1992 attached as Exhibit 1 and made a part of this Agreement. Any changes to these initial requirements must be approved by the City through the Community Development Coordinator.
- f. It is agreed by both parties that legal title to the Community/Senior Center will vest with the City when construction is complete.
- g. It is agreed by both parties that services and programs currently offered at the Sang Avenue Senior Center, excluding preparation of meals for the Nutrition Program, will be transferred to the Community/Senior Center. At that time, a lease will be negotiated for use of the Community/Senior Center with the agency that is responsible for the provision of services and programs at the Sang Avenue Senior Center.

II. TIME OF PERFORMANCE

Activities in conjunction with this Agreement will commence on the 17 day of May, 1994 and will continue until the construction of the Senior Activity Center is completed in a condition that is acceptable to the City or until December 31, 1995 whichever is earlier. This Agreement may be extended later than December 31, 1995 upon mutual consent of both parties.

II. PAYMENT

Disbursement of grant funds will follow these guidelines:

1. Payment of grant funds will be made directly to Grantee for eligible costs in conjunction with the project.
2. The Grantee will submit invoices, progress payment requests, statements and other requests for payment to the Community Development Coordinator. Invoices and other requests for payment shall include documentation in sufficient detail to determine that the request is reasonable and pertains to the project.
3. Each invoice or other request for payment shall include a signed statement by the designated responsible party of the Grantee that (1) all goods and services have been received, (2) that payment to the vendor or supplier is due, and (3) that materials and services were used for eligible activities as described in this Agreement.

III. GENERAL CONDITIONS

a. General Compliance

Grantee agrees that funds provided by and through the CDBG Program are used in accordance with all requirements set forth in 24 CFR Part 570 which is the regulatory document for the CDBG Program.

b. Accounting and Contract Administration Requirements

As a non-profit corporation, the Grantee agrees to follow the Uniform Administrative Standards found in OMB Circular No. A-122 attached as Exhibit 2 and hereby made a part of this Agreement.

Grantee agrees to follow requirements of applicable Attachments to OMB Circular A-110 in performance of the following activities:

Cash Depositories - Attachment A (except paragraph 4)
Bonding and Insurance - Attachment B
Recording Keeping Requirements - Attachment C
Financial Management Standards - Attachments F and G
Reporting Requirements - Attachment H
Property Management Standards - Attachment N

The applicable attachments to OMB Circular A-110 are attached as Exhibit 3 and are hereby made a part of this Agreement.

c. Procurement

The Grantee agrees to comply with the adopted policies and procedures of the City and with the requirements contained in OMB Circular A-110, Attachment O (see Exhibit 3) regarding procurement of services, goods, and materials insofar as these policies, procedures, and regulations apply to the performance of this Agreement and contracts entered into as a result of this grant award.

d. Audits

Grantee agrees to have audits conducted in accordance with OMB Circular A-133 attached as Exhibit 4 and hereby made a part of this Agreement.

e. Access to Records

The Grantee shall furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

f. Nondiscrimination

The Grantee agrees to comply with Title VI of the Civil Rights Act of 1974 and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which state that no person will, on the basis of race, color, national origin, sex, age or religion be subjected to discrimination, be excluded from participation in, or be denied the benefits of any programs or activity funded in whole or in part with Community Development funds.

g. Section 504/Americans with Disabilities Act

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Grantee agrees to comply with requirements of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability and assures equality of opportunity and full participation in, among other things, public accommodations. The City will provide the Grantee with any guidelines necessary for compliance with these regulations during the term of this Agreement.

h. Labor Standards

The Grantee agrees to comply with the requirements of the Davis-Bacon Act, as amended and the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement and contracts entered into as a result of this grant award.

i. Assignability/Subcontracts

The Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City. The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

j. Conflict of Interest

The Grantee agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, the Grantee, or of any designated public agencies

or subrecipients which are receiving funds under the CDBG Entitlement program.

k. Amendments

The City or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and or for other reasons. If such amendments result in a change in the funding or scope of work as described herein to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties to this Agreement.

l. Suspension or Termination

If the City determines that the funds will not or cannot be used for the purpose described herein, Grantee agrees that all funds or portions thereof, in the case of funds remaining after approved disbursements, shall be forfeited to the City. Grantee further acknowledges no further interest, right, or claim in regards to any proceeds so returned.

The City may suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein. Grantee understands that should it not meet the requirements of the CDBG Program or the terms of this Agreement while this Agreement is in force, Grantor shall take any action or remedies furnished under 24 CFR Part 570 to ensure regulatory compliance including but not limited to requiring Grantee to repay grant funds.

In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City.

m. Hold Harmless Clause

Grantee shall indemnify and hold harmless the City, its officers, boards, commissions, agents and employees against and from any and all claims, demand, causes of actions, actions, suits, proceedings, damages (including but not limited to damages to City property), cost of liabilities including the cost of liabilities of the Grantee with respect to its employees and cost of defending any and all such actions and proceedings as set forth herein, of every kind and nature whatsoever and regardless of the merit of any of the same arising out or pertaining to the services as herein agreed by the Grantee. This clause shall not be construed in any form or manner to waive that tort immunity set forth under Arkansas law.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement on or as of the date first above written.

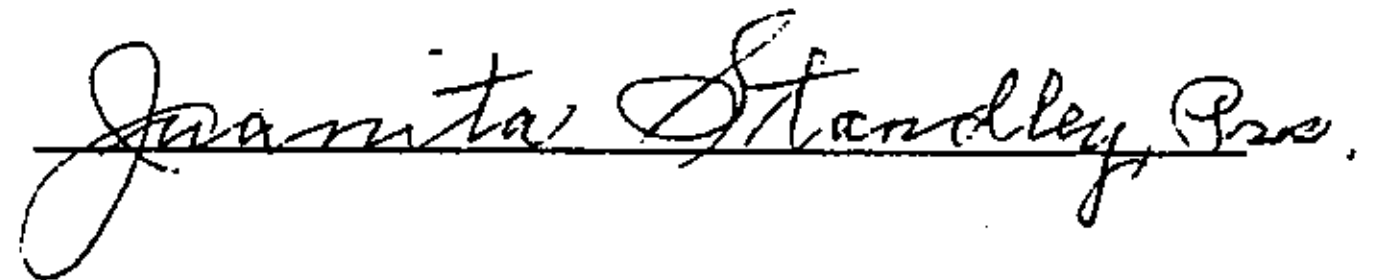
CITY OF FAYETTEVILLE, ARKANSAS


MAYOR

Attest:


City Clerk

COUNCIL ON AGING, INC.



Attest:

COUNCIL ON AGING, INC.
ELDERLY SERVICES AND NUTRITION PROGRAM
818 NORTH SANG AVENUE
FAYETTEVILLE, ARKANSAS 72701
Phone: 521-6960

November 30, 1992

INITIAL REQUIREMENTS FOR WALKER PARK
SENIOR CENTER

I. NEW SENIOR CENTER BUILDING

A. ACTIVITIES SECTION

1. Main Hall/Dining Room Area (33'6" x 75'9")
Seating for 180 people at 30 round tables,
54-inches Dia. (5-rows staggered) w/ 15-Ft stage
area across front. (Piano, etc could sit in this
area as well). Must be adjacent to kitchen and
food serving area and have sheltered entranceway
to outside parking areas.
2. Arts and Craft Class/Work Room (20' x 40') with
lockable supply storage cabinets under and above
a counter-top across one end of the room.
3. Arts and Crafts Class/Work Room (20' x 20') with
lockable storage cabinets as above.
4. Kiln Room (9' x 12') adjacent to larger A&C Room
with Utility Sink (containing a mud & lint trap),
open shelving and a vent fan for removing kiln
heat. *to outside*
5. Pool Table Room for two tables (20' x 28')
6. Exercise Equipment Room with space for a Shuffle
Board Table, Dart Board, etc. (20' x 28')
7. *+ Computers*
Library & Music Room (12' x 16')
8. Lounge, TV & Radio (12' x 16')
9. Vestibule/Waiting Room at Entrance (10' x 10')
10. ²~~one~~ Offices (10' x 12') ^{one}~~one~~ near main entrance
to observe traffic in and out of the center.
11. Coat Room (near office at entrance) (10' x 10')
12. 2-Restrooms (10' x 20') each
13. Storage Room for all tables and chairs in main
dining hall (12' x 16').
14. Utility and Janitorial Storage Room (10' x 12')
15. Supply & Records Storage (12 x 12)

B. KITCHEN

1. Work Area w/ Serving Bar (24' x 30')
2. Kitchen Equipment
 - 1 4-Burner Commercial Cook Stove w/ Oven
 - 1 Vent Hood for Stove w/ Fire Protection
 - 1 20-Tray Holding Oven
 - 1 Commercial 2-Door Refrigerator
 - 1 Commercial 2-Door Freezer
 - 1 Ice Making Machine
 - 1 3-Compartment Sink w/ Drain Boards
 - 1 Handwash Lavatory
 - 1 Commercial Dishwashing Machine w/ Sink and Garbage Disposal Unit
 - 2 50-Gal Hot Water Heater
 - 1 8-Station Steam Table w/ Sneeze Cover
 - 1 8-Case Milk Cooler
 - 1 30" x 5' Accessories Table/Cabinet
 - 1 Trash Dumpster
 - Dish/Tray Storage Cabinets and Racks
 - Parking/Unloading Area for Food Vans and Volunteer Meal Drivers at Kitchen Entrance (6-Spaces)

II. PAVED PARKING AREA (5-Handicapped and 50-Regular) all easily accessible to elderly drivers

III. TOTAL SQUARE FEET IN NEW BUILDING = 7,750

IV. ADDITIONAL NEEDS.

1. Since the large hall and restrooms will be made available for use after hours to certain qualifying organizations, the building must be designed so its other parts can be secured (locked up) during those times. The kitchen must also be secured separately from the rest of the building since it may, or may not, be made available to those using the hall. Because of these requirements, it would seem appropriate to have the main entrance to the building close to the hall and restrooms.

2. Senior Centers are charged with providing emergency services to the community (especially seniors) in times of natural disasters. The building should be substantial enough to withstand the most unlikely of nature's elements.

3. All walkways must be level and smooth from parking spaces to all building areas.

4. Outside lighting shall be both switch and photocell controlled and of sufficient intensity to allow safe movement to and from parking areas at night. Outside light fixtures should be as vandal proof as possible. Interior four-tube fixtures shall have split switching in those areas where the higher intensity will not always be needed.

4. Restrooms should be designed to be raised above the wall height of four feet without damage to walls and doors. Hose bibcocks must be installed in each restroom for this

purpose. The floor drains should be located under the wash basins or the men's urinals for convenience and safety. To better accommodate the visually impaired male, the urinals should be moderately flood-lighted. All hand towel and toilet paper dispensers will be of the type for large capacity rolls. It may be possible to obtain these from our paper goods suppliers. In any event, we want to standardize on supplies as much as possible.

5. Janitors supply room should be next to the restrooms and be equipped with a mop sink and vent fan to remove wet mop dampness. Mop sink to have a large capacity drain that will accommodate mop strings and lint.

6. The ice machine must be strategically located and over a floor drain.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 8, 1999

Al Harris
Crafton, Tull & Associates

Dear Mr. Harris:

In reference to our conversation earlier today, I am writing to confirm the approval of your vacation request as submitted on behalf of Washington Regional Medical Center. On Tuesday, December 7, 1999, the Fayetteville City Council voted unanimously to vacate a portion of the North Hills Boulevard right-of-way. The ordinance authorizing the vacation is still in the process of being finalized. A copy should be available Thursday afternoon or Friday morning.

After the ordinance has been signed, a copy will be filed in the Washington County Circuit Clerk's office. The original will be microfilmed and filed in the City Clerk's office.

If I can be of further assistance, please don't hesitate to call.

Sincerely,


Heather Woodruff
City Clerk

Post-it® Fax Note	7671	Date	12/8	# of pages	1
To	AL HARRIS	From	HEATHER		
Co./Dept.	CRAFTON, TULL	Co.	CITY OF FAYETTEVILLE		
Phone #		Phone #	575-8323		
Fax #	442-6966	Fax #	575-8257		

*** ACTIVITY REPORT ***

TRANSMISSION OK

TX/RX NO.

5280

CONNECTION TEL

94426966

CONNECTION ID

START TIME

12/08 15:54

USAGE TIME

00'32

PAGES

1

RESULT

OK

Transitional housing means housing that:

1. Is designed to provide housing and appropriate supportive services to persons, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children; and
2. Has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set by the participating jurisdiction or project owner before occupancy.

Source: U.S. Department of Housing and Urban Development

CITY OF FAYETTEVILLE

CONSOLIDATED PLAN 2000-2004

D(3)(a). Public Hearings Representatives from three non-profit social service agencies attended the hearing to request funding for facility construction/expansion plans to begin in 2000. These representatives expressed a need for transitional housing for single parented households, and expanded affordable home ownership opportunities. One citizen expressed explicit support for supportive transitional housing affordable for single parents with children as no such facility exists locally at this time. Others present expressed a general need for affordable housing for rental and ownership. Other citizens were present to ask questions about the CP.

B(1)(c). Homeless Strategy Indications are that homelessness is not widespread or pervasive in Fayetteville and that homeless persons are adequately served by existing agencies. There were no unsheltered homeless persons reported by the agencies surveyed, nor were any unsheltered homeless persons observed by police agencies. When asked to name what the agencies perceived as their most pressing issue, the lack of transitional housing for populations at risk of becoming homeless, such as women with children seeking escape from spousal abuse, persons suffering from mental illness and/or substance abuse, or persons with physical disabilities, was the most prevalent comment received from the agencies who were surveyed.

Due to low homeless counts, unsheltered homeless persons represent a low priority during the next five years. The most critical need is for transitional housing and permanent housing for families and special needs populations such as single parents and victims of domestic violence. Thus, the city will seek to emphasize actions that promote development of transitional housing. It is recommended that the transitional housing should include life skills training and a case management component with emphasis on education, job training, and job seeking in order to nurture self-sufficiency to prepare families for permanent housing. The case management approach should be extended after permanent housing has been obtained for an appropriate period of time.

Self-sufficiency programs that include the components referred to above are a proven means of helping low income families to avoid becoming homeless. There are programs of this type available now such as the Single Parent Scholarship Program, the Project for Self Determination, and JTPA (which is subject to program changes under the Workforce Investment Act). Sage House, a newly formed non-profit organization has submitted a request for funding to build a transitional housing facility. The proposed facility will have 15 units, available at affordable rent for up to two years, and will have a community/recreation area that will be used to conduct workshops, self help groups, and socialization. The facility is planned to be in close proximity to the Women's shelter. The two facilities will then be able to more easily share resources, and work cooperatively.

Plans are developed to build a new women's shelter facility. Project for Victims of Family Violence are looking to share the building site with the Sage House organization. Community Development has allocated funding for the women's shelter project in the previous plan period. It appears that additional infrastructure improvements (sewer and street) are necessary to allow construction to go forward. Additional Block Grant funds are included in 2000 for this purpose.

B(1)(d). Homeless Objectives In partnership with existing or new agencies the city of Fayetteville will:

- Contribute funding to projects that will increase the supply of transitional housing. Particularly those projects incorporating life skills training and case management for persons who are; victims of domestic violence, suffering from mental illness and/or substance abuse, or are physically disabled.
- Support projects that will increase the supply of emergency shelter beds for homeless persons.
- Encourage opportunities to provide additional permanent housing for homeless persons.

**Sage House, Inc.
Council Membership List
Fall 1999**

Executive Officers

President - Lenda Creger M Ed., University of Arkansas, Social Work Department
Home: 846-4321 lcreger@comp.uark.edu

Work: 575-3566

Treasurer - Hope Bradberry, Junior League of Northwest Arkansas

Home: 575-0369 hopette@yahoo.com

Secretary - Nancy Bolin BSW, Pursuing Master of Social Work, UALR

Home: 587-1375 nbolin@comp.uark.edu

Work: 521-1394

Council

Jean Button LSW, University of Arkansas, Social Work Department

Home: 444-6737 jbutton@comp.uark.edu

Work: 575-3568

Marla Dollar, City of Fayetteville, Public Land Maintenance

Home: 973-9048 mdoll53@aol.com

Work: 575-8327

Paula Lodwick, Northwest Arkansas Rape Crisis

Home: 750-0898

Work: 927-1025

Amy Manning, The Northwest Arkansas Times

Home: 582-4550 nei@nwarktimes.com

Work: 442-1700

Andrea Miner, Interior Designer

Home: 444-8520 icm@ipa.net

Work: 442-8898

April Rye, Washington County Juvenile Court

Home: 444-0939

Work: 442-7931

Ananda Yates MSW, Fayetteville Public Schools

Home: 587-9063 ayates@fayar.org

Work: 973-8656

PROJECT ACCOUNTING SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
Airport Improvements						
5550-3960-5400-00	95047	PAVEMENT MAINTENANCE	59,815	0	0	59,815
5550-3960-5801-00	95049	AIRFIELD LIGHTING CONTROL SYSTEM	7,594	0	7,594	0
5550-3960-5314-00	96060	PROFESSIONAL SERVICES	42,960	10,025	32,935	0
5550-3960-5400-00	96062	AIRFIELD MARKING	7,624	0	0	7,624
5550-3960-7820-21	96067	AIRPORT MASTER PLAN / SNOW BLOWER	54,346	8,218	12,538	33,590
5550-3960-5314-00	97050	FUEL FARM REPLACEMENT	29,597	0	0	29,597
5550-3960-5801-00	97050	FUEL FARM REPLACEMENT	110,050	51,987	1,058	57,006
			<u>139,647</u>	<u>51,987</u>	<u>1,058</u>	<u>86,603</u>
5550-3960-7820-24	97053	SAFETY AREA EXTENSION	625	0	625	0
5550-3960-5301-00	98054	PROFESSIONAL SERVICES	0	108	0	(108)
5550-3960-5314-00	98054	PROFESSIONAL SERVICES	50,000	0	0	50,000
			<u>50,000</u>	<u>108</u>	<u>0</u>	<u>49,892</u>
5550-3960-5301-00	98056	T-HANGAR UNIT	0	400	0	(400)
5550-3960-5804-00	98056	T-HANGAR UNIT	314,439	35,950	254,158	24,331
			<u>314,439</u>	<u>36,350</u>	<u>254,158</u>	<u>23,931</u>
5550-3960-7820-26	98059	A.R.F.F. / EQUIPMENT BUILDING	293,525	292,740	785	0
5550-3960-7820-25	98092	AIRFIELD LIGHTING REHABILITATION - A.I.P. #25	506,819	347,185	26,065	133,569
5550-3960-5804-00	99040	NEW INDUSTRIAL HANGAR	200,000	0	0	200,000
5550-3960-5804-00	99041	OLD FIRE STATION RENOVATION	5,000	0	0	5,000
5550-3960-7820-27	99042	A.D.A. COMMUTER RAMPS	25,000	0	0	25,000
5550-3960-7820-27	99043	FEDERAL GRANT & LOCAL MATCHES	37,700	0	0	37,700
5550-3960-5301-00	99044	TERMINAL RAMP REHABILITATION	0	713	0	(713)
5550-3960-5801-00	99044	TERMINAL RAMP REHABILITATION	0	2,887	3,634	(6,521)
5550-3960-7820-27	99044	TERMINAL RAMP REHABILITATION	319,813	276,764	4,784	38,265
			<u>319,813</u>	<u>280,364</u>	<u>8,418</u>	<u>31,031</u>
5550-3960-5301-00	99050	N.W.A. AVIATION TECH HANGAR IMPROVEMENTS	0	27	0	(27)
5550-3960-5804-00	99050	N.W.A. AVIATION TECH HANGAR IMPROVEMENTS	135,000	267,753	(0)	(132,753)
5550-3960-5830-00	99050	FUTURE COST SHARING / GRANT	71,503	0	0	71,503
5550-3960-5830-00	99050	N.W.A. AVIATION TECH HANGAR IMPROVEMENTS	70,000	8,723	0	61,277
			<u>276,503</u>	<u>276,503</u>	<u>(0)</u>	<u>(0)</u>
5550-3960-5400-00	99061	ECONOMIC DEVELOPMENT OFFICE RENOVATION	20,000	14,927	580	4,493
5550-3960-5804-00	99070	PILOT'S BRIEFING ROOM	20,000	18,932	(0)	1,068
Bridge & Drainage Improvements						
4470-9470-5817-00	93078	MUD CREEK / GREGG AVENUE BRIDGE	7,700	7,700	0	0
4470-9470-5314-00	94006	DRAINAGE STUDY AND IMPROVEMENTS	34,136	0	34,136	0
4470-9470-5314-00	95001	LK. FAY. DAM - EMERGENCY ACTION PLAN	6,130	176	0	5,954
4470-9470-5314-00	96004	DRAINAGE STUDY AND MASTER PLAN	205,000	12,000	12,600	180,400
4470-9470-5817-00	96004	DRAINAGE STUDY AND MASTER PLAN	70,000	0	0	70,000
			<u>275,000</u>	<u>12,000</u>	<u>12,600</u>	<u>250,400</u>
4470-9470-5817-00	97038	SHENANDOAH MOBILE HOME PARK - DRAIN IMPR.	70,469	0	0	70,469

PROJECT ACCOUNTING SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
4470-9470-5817-00	97040	CLEAR CREEK BRIDGE IMPROVEMENTS	220,000	193,289	0	26,711
4470-9470-5301-00	97041	MISCELLANEOUS DRAINAGE IMPROVEMENTS	0	211	0	(211)
4470-9470-5817-00	97041	MISCELLANEOUS DRAINAGE IMPROVEMENTS	127,140	41,900	17,175	68,065
			<u>127,140</u>	<u>42,111</u>	<u>17,175</u>	<u>67,854</u>
4470-9470-5817-00	98036	DOUBLE SPRINGS ROAD BRIDGE REPLACEMENT	150,000	12,400	0	137,600
4470-9470-5817-00	98037	LAKE LUCILLE SPILLWAY	1,537	1,537	0	(0)
4470-9470-5301-00	98038	LONDONDERRY DRAINAGE IMPROVEMENTS	0	270	0	(270)
4470-9470-5817-00	98038	LONDONDERRY DRAINAGE IMPROVEMENTS	618,319	34,702	452,085	131,532
			<u>618,319</u>	<u>34,972</u>	<u>452,085</u>	<u>131,262</u>
4470-9470-5817-00	99031	ORA DRIVE DRAINAGE IMPROVEMENTS	150,000	0	0	150,000
4470-9470-5809-00	99032	STEELE PROPERTY - COST SHARING	48,217	0	0	48,217
4470-9470-5817-00	99032	STEELE PROPERTY - COST SHARING	400,000	0	448,217	(48,217)
			<u>448,217</u>	<u>0</u>	<u>448,217</u>	<u>0</u>
Fire Improvements						
4470-9470-5804-00	97013	FIRE STATION #4 - EXPANSION	650,000	590,078	32,415	27,507
4470-9470-5890-00	97013	FIRE STATION #4 - EXPANSION	0	2,612	0	(2,612)
			<u>650,000</u>	<u>592,690</u>	<u>32,415</u>	<u>24,895</u>
4470-9470-5301-00	97076	FIRE STATION #6 - EXPANSION	500	224	(0)	276
4470-9470-5804-00	97076	FIRE STATION #6 - EXPANSION	632,602	524,625	94,118	13,859
			<u>633,102</u>	<u>524,849</u>	<u>94,118</u>	<u>14,134</u>
4470-9470-5801-00	99011	AUTOMATIC EXTERNAL DEFIBRILLATORS	45,000	29,459	0	15,541
4470-9470-5801-00	99012	BREATHING AIR COMPRESSOR - REPLACEMENT	29,946	29,945	0	1
4470-9470-5801-00	99015	MOBILE DATA TERMINAL - COMMUNICATIONS SYS	76,054	5,996	3,033	67,025
4470-9470-5802-00	99022	FIRE APPARATUS - FIRE STATION #4 REPL	200,000	14,802	174,062	11,136
4470-9470-5400-00	99063	HVAC IMPROVEMENTS - FIRE DEPARTMENT	2,000	0	1,000	1,000
4470-9470-5801-00	99063	HVAC IMPROVEMENTS - FIRE DEPARTMENT	8,000	0	0	8,000
			<u>10,000</u>	<u>0</u>	<u>1,000</u>	<u>9,000</u>
Information Technology Improvements						
4470-9470-5801-00	96016	DOCUMENT IMAGING SYSTEM	100,000	0	0	100,000
4470-9470-5801-00	96017	PRINTER REPLACEMENTS	58,218	11,894	1,325	44,999
4470-9470-5890-00	96017	PRINTER REPLACEMENTS	0	437	0	(437)
			<u>58,218</u>	<u>12,331</u>	<u>1,325</u>	<u>44,562</u>
4470-9470-5801-00	97005	MICROCOMPUTER REPLACEMENTS	30,159	3,133	0	27,026
4470-9470-5890-00	97005	MICROCOMPUTER REPLACEMENTS	0	10	0	(10)
			<u>30,159</u>	<u>3,144</u>	<u>0</u>	<u>27,015</u>
4470-9470-5801-00	97007	VOICE & DATA COMM WIRING - CITY ADM BLD	40,304	6,182	33,338	784
4470-9470-5890-00	97007	VOICE & DATA COMM WIRING - CITY ADM BLD	2,343	2,342	0	1
			<u>42,647</u>	<u>8,524</u>	<u>33,338</u>	<u>785</u>
4470-9470-5821-00	98039	GEOGRAPHIC INFORMATION SYSTEM	218,758	34,027	168,614	16,116
4470-9470-5890-00	98039	GEOGRAPHIC INFORMATION SYSTEM	0	0	97	(97)
			<u>218,758</u>	<u>34,027</u>	<u>168,711</u>	<u>16,019</u>
4470-9470-5315-00	98102	N.W.S. SUPPLEMENTAL SOFTWARE	11,247	0	6,247	5,001
4470-9470-5801-00	99010	A S /400 MINICOMPUTER SYSTEM UPGRADES	65,000	0	0	65,000

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4470-9470-5801-00	99014	LOCAL ACCESS NETWORK (LAN) UPGRADES	56,000	37,944	15,807	2,248
4470-9470-5890-00	99014	LOCAL ACCESS NETWORK (LAN) UPGRADES	0	2,248	0	(2,248)
			<u>56,000</u>	<u>40,192</u>	<u>15,807</u>	<u>0</u>
Library Improvements						
4470-9470-5400-00	98019	LIBRARY LIGHTING REPAIR AND RENOVATION	8,249	7,291	959	0
4470-9470-5720-00	98020	LIBRARY MATERIALS PURCHASES	137,216	137,216	0	0
4470-9470-5301-00	98093	LIBRARY MASTER PLAN DEVELOPMENT	0	242	71	(314)
4470-9470-5314-00	98093	LIBRARY MASTER PLAN DEVELOPMENT	46,706	42,991	(0)	3,715
			<u>46,706</u>	<u>43,233</u>	<u>71</u>	<u>3,402</u>
4470-9470-5720-00	99006	LIBRARY BOOK DETECTION SYSTEM	36,074	36,074	0	0
4470-9470-5720-00	99007	LIBRARY HVAC REPLACEMENT & IMPROVEMENT	8,926	1,328	0	7,598
4470-9470-5720-00	99008	LIBRARY SHELVING	10,000	0	0	10,000
Other Capital Improvements						
1010-6600-5314-00	95075	RESEARCH & TECHNOLOGY PARK	105,550	37,568	10,164	57,818
4470-9470-5301-00	96028	BUILDING IMPROVEMENTS	111	146	0	(35)
4470-9470-5315-00	96028	BUILDING IMPROVEMENTS	0	0	1,500	(1,500)
4470-9470-5801-00	96028	BUILDING IMPROVEMENTS	4,202	5,269	(0)	(1,067)
4470-9470-5804-00	96028	BUILDING IMPROVEMENTS	969,595	498,850	215,003	255,743
			<u>973,908</u>	<u>504,264</u>	<u>216,503</u>	<u>253,141</u>
4470-9470-5220-00	96084	TREE PLANTING PROGRAM	74,811	16,524	7,642	50,645
4470-9470-5301-00	96084	TREE PLANTING PROGRAM	537	723	0	(186)
4470-9470-5315-00	96084	TREE PLANTING PROGRAM	11,852	12,423	3,973	(4,544)
			<u>87,200</u>	<u>29,671</u>	<u>11,615</u>	<u>45,915</u>
1010- -1518-01	96107	ANIMAL SHELTER EXPANSION	50,000	(1,216)	0	51,216
4470-9470-5400-00	96107	ANIMAL SHELTER EXPANSION	0	2,042	0	(2,042)
4470-9470-5804-00	96107	ANIMAL SHELTER EXPANSION	96,518	57,319	9,171	30,027
4470-9470-5890-00	96107	ANIMAL SHELTER EXPANSION	0	224	0	(224)
			<u>146,518</u>	<u>58,370</u>	<u>9,171</u>	<u>78,977</u>
4470-9470-5801-00	97008	P.E.G. TELEVISION CENTER - EQUIPMENT	52,860	24,314	0	28,546
4470-9470-5890-00	97008	P.E.G. TELEVISION CENTER - EQUIPMENT	0	0	263	(263)
			<u>52,860</u>	<u>24,314</u>	<u>263</u>	<u>28,283</u>
4470-9470-5801-00	97009	INDUSTRIAL PARK SOUTH - ENTRANCE ENHANCE	15,000	0	0	15,000
4470-9470-5805-00	97016	EMPLOYEE PARKING LOT	150,000	2,400	0	147,600
2180-4990-5390-17	97070	PUBLIC IMPROVEMENT TARGET IMPROVEMENTS	21,533	21,053	0	480
2120-9120-5314-00	97084	TOWN CENTER / PARKING GARAGE	336,784	212,385	123,380	1,019
5600-9600-5301-00	97084	TOWN CENTER / PARKING GARAGE	400	0	400	0
5600-9600-5804-00	97084	TOWN CENTER / PARKING GARAGE	8,619,762	665,312	7,771,259	183,191
			<u>8,956,946</u>	<u>877,697</u>	<u>7,895,039</u>	<u>184,210</u>
4470-9470-5400-00	98018	KENNEL CAGE DOORS - WOVEN WIRE REPL	9,600	0	0	9,600
4470-9470-5801-00	98021	ANIMAL SHELTER CREMATORY - INDIVIDUAL CRE	13,630	13,561	69	0
4470-9470-5801-00	98022	ANIMAL SHELTER CREMATORY SYSTEM	30,975	30,975	0	0

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4470-9470-5301-00	98025	RESEARCH & HIGH TECH PARK - GRANT MATCH	0	270	0	(270)
4470-9470-5801-00	98025	RESEARCH & HIGH TECH PARK - GRANT MATCH	600,000	0	0	600,000
			<u>600,000</u>	<u>270</u>	<u>0</u>	<u>599,730</u>
1010-6600-5804-00	98081	T.C.A. BUILDING - RENOVATION IMPROVEMENTS	53,909	22,390	5,598	25,921
4470-9470-5804-00	98081	T.C.A. BUILDING - RENOVATION IMPROVEMENTS	75,000	8,315	20,656	46,029
4470-9470-5890-00	98081	T.C.A. BUILDING - RENOVATION IMPROVEMENTS	0	106	0	(106)
			<u>128,909</u>	<u>30,811</u>	<u>26,254</u>	<u>71,844</u>
4470-9470-5804-00	98088	BLUE BUILDING RENOVATION	14,372	0	0	14,372
2180-4990-5390-24	99003	S.E. COMMUNITY CENTER - ADDITION	57,125	40,399	900	15,826
2180-4990-5390-28	99004	S.E. COMMUNITY CENTER - PLAYGROUND EQUIP.	33,177	27,106	6,071	0
4470-9470-5801-00	99009	ANIMAL SHELTER A/C REPLACEMENT	15,000	0	0	15,000
4470-9470-5301-00	99020	TELEPHONE UPGRADE - YEAR 2000 COMPLIANCE	0	32	0	(32)
4470-9470-5801-00	99020	TELEPHONE UPGRADE - YEAR 2000 COMPLIANCE	85,432	72,560	12,840	32
			<u>85,432</u>	<u>72,592</u>	<u>12,840</u>	<u>(0)</u>
4470-9470-5801-00	99021	WORK ORDER SYSTEM	30,000	0	0	30,000
4470-9470-5804-00	99071	HVAC REPLACEMENT - JAIL / PROSECUTOR	20,000	0	19,980	20
Park Improvements						
1010- -1505-01	94024	LK. FAY. & SEQ. - RESTROOMS	12,249	0	0	12,249
2250-9250-5814-00	94027	WALKER PARK TRAIL / PARKING LOT	35,386	5,352	0	30,034
4470-9470-5806-00	94027	WALKER PARK TRAIL / PARKING LOT	0	0	0	0
			<u>35,386</u>	<u>5,352</u>	<u>0</u>	<u>30,034</u>
4470-9470-5806-00	95015	A.D.A. PARK PROJECTS	1,165	375	(0)	790
4470-9470-5301-00	96029	PARK ENTRANCE GATES & SIGNS	0	97	0	(97)
4470-9470-5806-00	96029	PARK ENTRANCE GATES & SIGNS	55,783	51,159	1,526	3,098
4470-9470-5890-00	96029	PARK ENTRANCE GATES & SIGNS	0	52	750	(802)
			<u>55,783</u>	<u>51,308</u>	<u>2,276</u>	<u>2,199</u>
4470-9470-5400-00	96032	WILSON PARK - AQUATIC FACILITY IMPROVEMENTS	9,850	9,850	0	0
4470-9470-5806-00	96032	WILSON PARK - AQUATIC FACILITY IMPROVEMENTS	7,150	0	0	7,150
			<u>17,000</u>	<u>9,850</u>	<u>0</u>	<u>7,150</u>
4470-9470-5806-00	96034	LAKE FAYETTEVILLE S RESTROOMS/PARKING	172,629	155,179	17,450	0
2250-9250-5805-00	96091	PARK LAND ACQUISITIONS	50,000	0	0	50,000
2180-4990-5722-00	96092	WALKER PARK SENIOR COMPLEX	344,622	0	0	344,622
2250-9250-5804-00	96092	WALKER PARK SENIOR COMPLEX	250,000	0	0	250,000
2250-9250-5806-00	96092	WALKER PARK SENIOR COMPLEX	133,895	0	0	133,895
4470-9470-5804-00	96092	WALKER PARK SENIOR COMPLEX	176,000	0	0	176,000
			<u>904,517</u>	<u>0</u>	<u>0</u>	<u>904,517</u>
2250-9250-5806-00	96093	GIRLS SOFTBALL COMPLEX	829,295	731,646	97,199	450
2250-9250-5890-00	96093	GIRLS SOFTBALL COMPLEX	0	0	450	(450)
			<u>829,295</u>	<u>731,646</u>	<u>97,649</u>	<u>(0)</u>
2250-9250-5301-00	96094	WILSON PARK CASTLE RENOVATION	200	157	0	43
2250-9250-5806-00	96094	WILSON PARK CASTLE RENOVATION	95,924	92,124	3,477	323
4470-9470-5806-00	96094	WILSON PARK CASTLE RENOVATION	0	(288)	0	288
			<u>96,124</u>	<u>91,992</u>	<u>3,477</u>	<u>654</u>
2250-9250-5806-00	96095	OTHER PARK SURVEYS	4,507	3,375	0	1,132
2250-9250-5890-00	96095	OTHER PARK SURVEYS	0	998	0	(998)
			<u>4,507</u>	<u>4,373</u>	<u>0</u>	<u>134</u>

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2250-9250-5801-00	96096	OTHER PARK IMPROVEMENTS	0	1,396	0	(1,396)
2250-9250-5806-00	96096	OTHER PARK IMPROVEMENTS	6,260	8,272	0	(2,012)
4470-9470-5315-00	96096	OTHER PARK IMPROVEMENTS	0	6,901	3,089	(9,990)
4470-9470-5806-00	96096	OTHER PARK IMPROVEMENTS	16,396	2,730	0	13,666
			<u>22,656</u>	<u>19,299</u>	<u>3,089</u>	<u>267</u>
2250-9250-5814-00	96097	LAKE FAYETTEVILLE TRAIL	120,013	0	0	120,013
4470-9470-5301-00	97017	LAKE FAYETTEVILLE/SEQUOYAH IMPS	0	34	0	(34)
4470-9470-5400-00	97017	LAKE FAYETTEVILLE/SEQUOYAH IMPS	0	25,037	1,850	(26,887)
4470-9470-5806-00	97017	LAKE FAYETTEVILLE/SEQUOYAH IMPS	128,364	9,347	2,006	117,011
4470-9470-5890-00	97017	LAKE FAYETTEVILLE/SEQUOYAH IMPS	0	659	336	(995)
			<u>128,364</u>	<u>35,077</u>	<u>4,192</u>	<u>89,094</u>
4470-9470-5801-00	97019	PARKS MAINTENANCE COMPLEX	0	1,250	0	(1,250)
4470-9470-5804-00	97019	PARKS MAINTENANCE COMPLEX	133,774	1,404	0	132,370
			<u>133,774</u>	<u>2,655</u>	<u>0</u>	<u>131,119</u>
4470-9470-5400-00	97020	LEWIS SOCCER FIELD COMPLEX	20,000	31,514	0	(11,514)
4470-9470-5806-00	97020	LEWIS SOCCER FIELD COMPLEX	56,993	32,224	0	24,769
4470-9470-5890-00	97020	LEWIS SOCCER FIELD COMPLEX	0	205	0	(205)
			<u>76,993</u>	<u>63,943</u>	<u>0</u>	<u>13,050</u>
2250-9250-5806-00	98002	DAVIS PARK GAZEBO	4,314	2,873	0	1,441
1010- -1505-02	98004	GREATHOUSE BRIDGE REPLACEMENT	63,000	0	0	63,000
2250-9250-5301-00	98004	GREATHOUSE BRIDGE REPLACEMENT	0	235	0	(235)
2250-9250-5817-00	98004	GREATHOUSE BRIDGE REPLACEMENT	42,321	9,253	104,663	(71,595)
4470-9470-5817-00	98004	GREATHOUSE BRIDGE REPLACEMENT	16,000	0	0	16,000
			<u>121,321</u>	<u>9,488</u>	<u>104,663</u>	<u>7,170</u>
2250-9250-5301-00	98008	PLAYGROUND RENOVATIONS	0	89	0	(89)
2250-9250-5806-00	98008	PLAYGROUND RENOVATIONS	82,938	32,650	46,179	4,108
2250-9250-5806-00	98008	PLAYGROUND RENOVATIONS (ROOT REIMB)	0	0	(13,909)	0
4470-9470-5806-00	98008	PLAYGROUND RENOVATIONS	17,000	17,000	0	0
			<u>99,938</u>	<u>49,739</u>	<u>32,270</u>	<u>4,019</u>
2180-4990-5390-29	98009	WALKER PARK PAVILION	40,000	0	0	40,000
2250-9250-5301-00	98009	WALKER PARK PAVILION	0	268	0	(268)
2250-9250-5806-00	98009	WALKER PARK PAVILION	40,000	37,046	(0)	2,954
2250-9250-5890-00	98009	WALKER PARK PAVILION	0	313	0	(313)
			<u>80,000</u>	<u>37,628</u>	<u>(0)</u>	<u>42,372</u>
4470-9470-5806-00	98010	WILSON PARK RENOVATION	9,350	9,349	0	1
2250-9250-5301-00	98011	WILSON POOL IMPROVEMENTS	0	113	0	(113)
2250-9250-5806-00	98011	WILSON POOL IMPROVEMENTS	100,000	150,949	318	(51,267)
4470-9470-5806-00	98011	WILSON POOL IMPROVEMENTS	70,000	450	0	69,550
			<u>170,000</u>	<u>151,512</u>	<u>318</u>	<u>18,170</u>
2250-9250-5814-00	98013	MUD CREEK TRIBUTARY TRAIL	20,000	0	0	20,000
1010- -1505-03	98095	WALKER PARK PLAYGROUND	6,000	5,339	0	661
2250-9250-5806-00	98095	WALKER PARK PLAYGROUND	59,859	59,859	0	(0)
			<u>65,859</u>	<u>65,198</u>	<u>0</u>	<u>661</u>
2250-9250-5804-00	99005	WASHINGTON SCHOOL COMMUNITY GYM	225,000	0	0	225,000
4470-9470-5301-00	99024	BABE RUTH BALLPARK IMPROVEMENTS	0	108	0	(108)
4470-9470-5314-00	99024	BABE RUTH BALLPARK IMPROVEMENTS	0	500	0	(500)
4470-9470-5400-00	99024	BABE RUTH BALLPARK IMPROVEMENTS	0	0	0	0
4470-9470-5806-00	99024	BABE RUTH BALLPARK IMPROVEMENTS	77,844	27,848	34,850	15,146
			<u>77,844</u>	<u>28,456</u>	<u>34,850</u>	<u>14,538</u>
4470-9470-5806-00	99025	CITYWIDE PARK MASTER PLAN	25,000	0	0	25,000

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4470-9470-5806-00	99026	LAKE FAY SOFTBALL COMPLEX IMPROVEMENTS	36,156	36,131	0	25
4470-9470-5819-00	99052	WALKER PARK PARKING LOT IMPROVEMENTS	35,396	18,442	(0)	16,954
1010- -1505-02	99058	WILSON PARK GAZEBO - JR. CIVIC LEAGUE	15,000	30	0	14,970
1010- -1505-02	99059	WASHINGTON SCHOOL PLAYGROUND EQUIP.	14,950	14,950	0	0
1010- -1505-01	99066	LAKE FAYETTEVILLE IMPROVEMENTS	15,000	0	0	15,000
1010- -1505-02	99067	WILSON PARK IMPROVEMENTS	28,500	73	0	28,427
Police Improvements						
4470-9470-5209-00	97010	PUBLIC SAFETY COMPUTER SYSTEM - REPL.	60	0	60	0
4470-9470-5801-00	97010	PUBLIC SAFETY COMPUTER SYSTEM - REPL	49,069	36,017	13,052	(0)
4470-9470-5890-00	97010	PUBLIC SAFETY COMPUTER SYSTEM - REPL	1,650	1,641	0	9
			<u>50,779</u>	<u>37,658</u>	<u>13,112</u>	<u>9</u>
4470-9470-5315-00	98023	P.C./TERMINAL - POLICE UPGRADE/REPLACEMENT	16,333	10,783	5,550	0
4470-9470-5801-00	98023	P.C./TERMINAL - POLICE UPGRADE/REPLACEMENT	54,863	39,509	30	15,324
4470-9470-5890-00	98023	P.C./TERMINAL - POLICE UPGRADE/REPLACEMENT	5,450	9,519	641	(4,710)
			<u>76,646</u>	<u>59,811</u>	<u>6,221</u>	<u>10,615</u>
4470-9470-5801-00	99013	LIVE SCAN FINGERPRINTING	30,000	0	0	30,000
4470-9470-5801-00	99016	POLICE EMERGENCY GENERATOR	80,000	0	0	80,000
4470-9470-5301-00	99017	POLICE HANDGUN REPLACEMENTS	0	31	0	(31)
4470-9470-5801-00	99017	POLICE HANDGUN REPLACEMENTS	42,000	19,760	0	22,240
			<u>42,000</u>	<u>19,791</u>	<u>0</u>	<u>22,209</u>
4470-9470-5801-00	99018	POLICE TELEPHONE SYSTEM UPGRADE	34,000	14,532	6,356	13,111
4470-9470-5301-00	99019	RADIO SYSTEM REPLACEMENT	0	0	50	(50)
4470-9470-5801-00	99019	RADIO SYSTEM REPLACEMENT	100,000	0	0	100,000
			<u>100,000</u>	<u>0</u>	<u>50</u>	<u>99,950</u>
4470-9470-5315-00	99023	POLICE OFFICE PARTITIONS AND FURNITURE	0	3,292	0	(3,292)
4470-9470-5803-00	99023	POLICE OFFICE PARTITIONS AND FURNITURE	20,000	0	0	20,000
			<u>20,000</u>	<u>3,292</u>	<u>0</u>	<u>16,708</u>
4470-9470-5801-00	99062	PUBLIC SAFETY COMPUTER SYS UPGRADES	20,000	20,000	0	0
			<u>20,000</u>	<u>20,000</u>	<u>0</u>	<u>0</u>
Shop Improvements						
9700-1920-5315-00	94041	FUEL STORAGE - REPL.	0	0	0	0
9700-1920-5801-00	94041	FUEL STORAGE - REPL.	20,870	0	0	20,870
			<u>20,870</u>	<u>0</u>	<u>0</u>	<u>20,870</u>
9700-1920-5801-00	96068	SHOP EQUIPMENT - EXPANSION	3,189	3,189	0	0
9700-1920-5802-00	98061	BACK HOE/LOADERS - REPL / EXP	175,000	0	175,000	0
9700-1920-5301-00	98062	CONSTRUCTION EQUIPMENT - REPL / EXP	0	34	0	(34)
9700-1920-5802-00	98062	CONSTRUCTION EQUIPMENT - REPL / EXP	40,000	39,575	0	425
			<u>40,000</u>	<u>39,609</u>	<u>0</u>	<u>391</u>
9700-1920-5802-00	98063	LIGHT/MEDIUM UTILITY VEHICLES - REPL / EXP	632,544	326,796	(0)	305,748
9700-1920-5802-00	98064	MEDIUM/HEAVY UTILITY VEHICLES - REPL / EXP	928,717	294,319	0	634,398

PROJECT ACCOUNTING SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
9700-1920-5301-00	98065	OTHER VEHICLES/EQUIPMENT - REPL / EXP	0	66	100	(166)
9700-1920-5802-00	98065	OTHER VEHICLES/EQUIPMENT - REPL / EXP	173,571	100,504	0	73,067
9700-1920-5890-00	98065	OTHER VEHICLES/EQUIPMENT - REPL / EXP	0	(95)	0	95
			<u>173,571</u>	<u>100,475</u>	<u>100</u>	<u>72,996</u>
9700-1920-5802-00	98066	POLICE/PASSENGER VEHICLES - REPL / EXP	576,196	283,052	0	293,144
9700-1920-5301-00	98067	SANITATION VEHICLES/EQUIPMENT - REPL / EXP	0	0	50	(50)
9700-1920-5802-00	98067	SANITATION VEHICLES/EQUIPMENT - REPL / EXP	798,866	230,143	285,407	283,316
			<u>798,866</u>	<u>230,143</u>	<u>285,457</u>	<u>283,266</u>
9700-1920-5301-00	98068	TRACTOR/MOWER - REPL / EXP	0	70	0	(70)
9700-1920-5802-00	98068	TRACTOR/MOWER - REPL / EXP	226,630	225,958	0	672
			<u>226,630</u>	<u>226,028</u>	<u>0</u>	<u>602</u>
9700-1920-5804-00	98069	WASH BAY & COVERED STORAGE IMPROVEMENTS	40,090	0	0	40,090
9700-1920-5315-00	98103	FLEET OPERATIONS VEHICLE STUDY	20,000	0	0	20,000
9700-1920-5802-00	99045	FIRE VEHICLES/EQUIPMENT - REPLACEMENT	30,000	0	0	30,000
Solid Waste Improvements						
4470-9470-5816-00	97035	COLLECTION BINS	17,000	0	0	17,000
4470-9470-5816-00	97037	ROLL-OFF CONTAINERS	20,000	14,513	0	5,487
5500-5010-5801-00	97047	COMMERCIAL CART PROGRAM	12,859	0	0	12,859
4470-9470-5816-00	98053	CURBSIDE RECYCLING IMPROVEMENTS	35,000	0	0	35,000
5500-5060-5816-00	98053	CURBSIDE RECYCLING IMPROVEMENTS	48,686	17,995	15,700	14,991
			<u>83,686</u>	<u>17,995</u>	<u>15,700</u>	<u>49,991</u>
4470-9470-5816-00	99030	COMPOSTING SITE IMPROVEMENTS	55,000	0	0	55,000
5500-5000-5314-00	99037	SOLID WASTE RATE STUDY	20,000	0	0	20,000
5500-5060-5816-00	99038	DUMPSTER LEASE PROGRAM	50,000	0	0	50,000
5500-5010-5804-00	99079	CONTAINER MAINTENANCE BUILDING	25,567	0	0	25,567
Street Improvements						
4470-9470-5810-00	94083	HIGHWAY 265 WIDENING - R.O.W.	643	643	0	0
4470-9470-5809-00	95028	THE CLIFFS - COST SHARING	300,129	0	300,129	0
4470-9470-5814-00	95030	TRAILWAYS/RAILROAD CORRIDOR CONST.	38,126	515	37,611	0
4470-9470-5809-00	95071	HIGHWAY 16 WEST HIGHWAY WIDENING	1,773,107	886,581	2,000	884,526
4470-9470-5301-00	96041	SIDEWALK IMPROVEMENTS	0	213	0	(213)
4470-9470-5814-00	96041	SIDEWALK IMPROVEMENTS	395,880	13,323	13,998	368,560
			<u>395,880</u>	<u>13,536</u>	<u>13,998</u>	<u>368,346</u>
4470-9470-5809-00	96043	24th STREET IMPROVEMENTS	9,125	9,125	0	0
4470-9470-5809-00	96044	SIXTH STREET EXT TO EAST HUNTSVILLE ROAD	365,649	158,494	1,000	206,155
4470-9470-5809-00	96085	CLIFFS TO FOURTH STREET - BOULEVARD	0	0	0	0
4470-9470-5809-00	97022	IN-HOUSE PAVEMENT IMPROVEMENTS	857,804	707,872	145,089	4,843
4470-9470-5301-00	97023	POPLAR STREET IMPROVEMENTS	0	267	0	(267)
4470-9470-5809-00	97023	POPLAR STREET IMPROVEMENTS	1,074,734	134,414	817,305	123,016
			<u>1,074,734</u>	<u>134,681</u>	<u>817,305</u>	<u>122,748</u>

PROJECT ACCOUNTING SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
4470-9470-5809-00	97025	INTERSECTION IMPROVEMENTS	32,081	4,527	22,929	4,625
4470-9470-5301-00	97027	OLD MISSOURI ROAD / ZION ROAD INTERSECTION	0	273	0	(273)
4470-9470-5809-00	97027	OLD MISSOURI ROAD / ZION ROAD INTERSECTION	586,819	437,215	86,415	63,188
			<u>586,819</u>	<u>437,488</u>	<u>86,415</u>	<u>62,916</u>
4470-9470-5301-00	97029	SUNBRIDGE EXT FROM VILLA TO N COLLEGE	0	286	0	(286)
4470-9470-5809-00	97029	SUNBRIDGE EXT FROM VILLA TO N COLLEGE	340,535	106,545	197,930	36,060
			<u>340,535</u>	<u>106,831</u>	<u>197,930</u>	<u>35,774</u>
4470-9470-5301-00	97030	SYCAMORE STREET - LEVERETT TO GARLAND	0	216	0	(216)
4470-9470-5809-00	97030	SYCAMORE STREET - LEVERETT TO GARLAND	692,351	28,507	595,474	68,371
			<u>692,351</u>	<u>28,723</u>	<u>595,474</u>	<u>68,155</u>
4470-9470-5809-00	97031	TWENTIETH STREET - WEST OF SOUTH SCHOOL	2,330	1,348	982	0
4470-9470-5809-00	98028	CLEVELAND STREET - GARLAND TO FRISCO	28,432	0	19,583	8,849
4470-9470-5809-00	98031	PLAINVIEW AVENUE IMPROVEMENTS	66,452	56,037	0	10,415
4470-9470-5301-00	98032	RUPPLE ROAD AREA IMPROVEMENTS	0	230	0	(230)
4470-9470-5809-00	98032	RUPPLE ROAD AREA IMPROVEMENTS	822,572	65,562	661,539	95,471
			<u>822,572</u>	<u>65,791</u>	<u>661,539</u>	<u>95,242</u>
4470-9470-5809-00	98033	STREET ROW / INTERSECTION / COST SHARING	237,501	24,884	212,618	0
4470-9470-5809-00	98097	DICKSON STREET ENHANCEMENTS	2,546,683	431,603	614,839	1,500,241
4470-9470-5809-00	99029	STEELE PROPERTY - STREET IMPROVEMENTS	300,000	59,912	(215,594)	455,683
4470-9470-5809-00	99046	GREGG AVENUE - HIGHWAY 71 TO MUD CREEK	35,000	0	0	35,000
4470-9470-5301-00	99060	ARKANSAS AVENUE IMPROVMENTS	0	0	0	(0)
4470-9470-5809-00	99060	ARKANSAS AVENUE IMPROVMENTS	65,000	56,728	59,255	(50,983)
4470-9470-5814-00	99060	ARKANSAS AVENUE IMPROVMENTS	70,143	0	0	70,143
			<u>135,143</u>	<u>56,728</u>	<u>59,255</u>	<u>19,160</u>
4470-9470-5814-00	99081	FAYETTEVILLE MULTI-USE TRAIL	750,000	0	0	750,000
Transportation Improvements						
4470-9470-5801-00	96009	TRAFFIC SIGNAL IMPROVEMENTS	101,359	17,211	(0)	84,148
4470-9470-5890-00	96009	TRAFFIC SIGNAL IMPROVEMENTS	10,000	7,214	(0)	2,786
			<u>111,359</u>	<u>24,424</u>	<u>(0)</u>	<u>86,935</u>
2130-9130-5411-00	97001	PARKING DECK REHABILITATION	129,273	20,672	0	108,601
4470-9470-5212-00	97003	M U T C D SIGN MACHINE MATERIAL	27,000	18,408	1,916	6,676
2130-9130-5315-00	99001	DOWNTOWN PARKING MASTER PLAN	38,000	0	0	38,000
2130-9130-5819-00	99002	PARKING LOT OVERLAYS	10,000	0	0	10,000
Waste Water Treatment Improvements						
5400-5100-5415-00	94056	LANDSCAPE MAINTENANCE	7,112	7,112	0	0
5400-5800-5801-00	96038	TESTING EQUIPMENT	13,938	8,204	5,733	0
5400-5100-5414-00	96039	UPGRADE/REPLACE LIFT STATIONS	86,470	47,989	31,663	6,818
5400-5800-5301-00	96039	UPGRADE/REPLACE LIFT STATIONS	0	263	0	(263)
			<u>86,470</u>	<u>48,252</u>	<u>31,663</u>	<u>6,555</u>

PROJECT ACCOUNTING SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
5400-5100-5414-00	96045	PLANT PUMPS AND EQUIPMENT	10,000	38,986	0	(28,986)
5400-5800-5801-00	96045	PLANT PUMPS AND EQUIPMENT	53,400	17,456	4,173	31,771
			<u>63,400</u>	<u>56,441</u>	<u>4,173</u>	<u>2,785</u>
5400-5800-5801-00	96057	SAFETY EQUIPMENT IMPROVEMENTS	19,261	1,017	0	18,244
5400-5800-5801-00	96059	REPLACE BAR SCREEN	17,400	0	9,486	7,914
5400-5800-5801-00	96061	W.W.T.P. COMPUTER SYS UPGRADE/MAINT	8,000	0	6,717	1,283
5400-5800-5301-00	99035	ULTRAVIOLET DISINFECTION SYSTEM	0	205	0	(205)
5400-5800-5801-00	99035	ULTRAVIOLET DISINFECTION SYSTEM	1,100,000	952,937	92,492	54,571
			<u>1,100,000</u>	<u>953,142</u>	<u>92,492</u>	<u>54,366</u>
5400-5800-5809-00	99036	S.M.S. ACCESS ROAD IMPROVEMENTS	5,000	4,225	0	775
5400-5800-5801-00	99082	W.W.T.P. TELEPHONE UPGRADE	16,844	0	0	16,844
Water & Sewer Improvements						
5400-5600-5808-00	95019	WEDINGTON ROAD - W/S RELOCATIONS	9,358	9,358	0	0
5400-5600-5808-00	95038	ROLLING HILLS - WATER LINE REPL.	183,119	179,499	(0)	3,620
5400-5700-5315-00	95041	SEWER SYSTEM STUDY	18,079	18,079	0	0
4470-9470-5815-00	96012	SANITARY SEWER REHABILITATION	2,518,342	1,288,143	493,751	736,447
5400-5700-5815-00	96012	SANITARY SEWER REHABILITATION	97,029	(17,870)	0	114,899
			<u>2,615,371</u>	<u>1,270,273</u>	<u>493,751</u>	<u>851,346</u>
4470-9470-5808-00	96036	LAKE FAYETTEVILLE DAM - MONITOR WELLS	107,206	72,857	0	34,349
4470-9470-5801-00	96040	W & S IMPROVEMENTS - DEFINED BY STUDY	121,778	111,886	0	9,892
4470-9470-5808-00	96040	W & S IMPROVEMENTS - DEFINED BY STUDY	166,175	44,379	95,998	25,798
			<u>287,953</u>	<u>156,265</u>	<u>95,998</u>	<u>35,690</u>
5400-1830-5801-00	96051	BACKFLOW PREVENTION ASSEMBLIES	43,500	0	0	43,500
5400-5600-5808-00	96055	WHITE RIVER WATER AUTHORITY - ACQ & IMPVS	58,843	58,794	0	49
5400-1820-5811-00	96065	WATER METERS	231,476	212,012	19,028	437
5400-1820-5314-00	96088	W & S OPERATIONS/RATE STUDY	100,000	25,887	0	74,113
4470-9470-5808-00	97021	WATER AND SEWER COST SHARING	67,154	0	0	67,154
5400-5600-5808-00	97021	WATER AND SEWER COST SHARING	173,392	57,526	0	115,867
			<u>240,546</u>	<u>57,526</u>	<u>0</u>	<u>183,021</u>
5400-5600-5808-00	97038	SHENANDOAH MOBILE HOME PK - WATER L REPL	168,600	0	0	168,600
5400-5600-5301-00	97043	HIGHWAY 265 - WATER/SEWER RELOCATIONS	0	375	0	(375)
5400-5600-5808-00	97043	HIGHWAY 265 - WATER/SEWER RELOCATIONS	3,999,559	1,271,961	795,450	1,932,147
			<u>3,999,559</u>	<u>1,272,337</u>	<u>795,450</u>	<u>1,931,772</u>
5400-5600-5808-00	97044	WATER TANK PAINT - ROGERS DR & BAXTER LN	250,000	0	0	250,000
5400-5600-5808-00	98043	DOUBLE SPRINGS BRIDGE-WATER RELOCATIONS	60,000	0	0	60,000
5400-5600-5805-00	98044	HIGHWAY 45 E PUMP STATION & ELEVATED TANK	0	10	0	(10)
5400-5600-5808-00	98044	HIGHWAY 45 E PUMP STATION & ELEVATED TANK	1,192,707	814,035	252,015	126,656
			<u>1,192,707</u>	<u>814,045</u>	<u>252,015</u>	<u>126,647</u>
5400-5700-5314-00	98046	WASTEWATER COLLECTION SYS - ENGINEERING	1,000,000	0	0	1,000,000

PROJECT ACCOUNTING SUMMARY
 BY PROJECT CATEGORY / NUMBER
 PERIOD ENDING - NOVEMBER 30, 1999

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1999 EXPENSES	ENCUM.	REMAINING
5400-5700-5301-00	98047	WASTEWATER TREATMENT PLANT - ENGINEERING	0	551	200	(751)
5400-5700-5314-00	98047	WASTEWATER TREATMENT PLANT - ENGINEERING	1,000,000	46,063	86,879	867,058
			<u>1,000,000</u>	<u>46,613</u>	<u>87,079</u>	<u>866,308</u>
5400-1820-5314-00	98070	W.W.T.P. IMPACT FEE STUDY	60,000	0	0	60,000
5400-1820-5314-00	98071	WHITE RIVER RATE STUDY	14,421	0	0	14,421
4470-9470-5804-00	98076	WATER & SEWER OPERATIONS BUILDING	200,000	0	0	200,000
5400-5600-5314-00	98076	WATER & SEWER OPERATIONS BUILDING	192,792	0	169,692	23,100
			<u>392,792</u>	<u>0</u>	<u>169,692</u>	<u>223,100</u>
5400-5800-5805-00	98105	WASTEWATER TREATMENT PLANT EXPANSION	3,310,000	3,213,385	0	96,615
5400-5600-5200-00	98106	WEST FORK METER VAULT RECONSTRUCTION	68	68	0	0
5400-5600-5301-00	98106	WEST FORK METER VAULT RECONSTRUCTION	219	219	0	0
5400-5600-5808-00	98106	WEST FORK METER VAULT RECONSTRUCTION	49,713	37,838	195	11,680
			<u>50,000</u>	<u>38,124</u>	<u>195</u>	<u>11,680</u>
4470-9470-5808-00	99027	DICKSON STREET - WATER/SEWER RELOCATIONS	554,721	0	0	554,721
4470-9470-5301-00	99028	HIGHWAY 16 WEST WATER/SEWER RELOCATION	0	300	0	(300)
4470-9470-5808-00	99028	HIGHWAY 16 WEST WATER/SEWER RELOCATION	2,517	6,681	0	(4,164)
4470-9470-5815-00	99028	HIGHWAY 16 WEST WATER/SEWER RELOCATION	0	500	0	(500)
5400-5600-5808-00	99028	HIGHWAY 16 WEST WATER/SEWER RELOCATION	695,000	523,120	79,586	92,294
			<u>697,517</u>	<u>530,601</u>	<u>79,586</u>	<u>87,330</u>
5400-5700-5315-00	99033	S.C.A.D.A. SYSTEM UPGRADE	250,000	134,784	0	115,216

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AGENDA SESSION

November 30, 1999

for the

**December 7, 1999
Fayetteville City Council
Meeting**

Additional Items:

1. Multi-Use Trails: Map
2. Sewer Damages Claim: Back-up materials

New Items:

1. Vacation Request: North Hills Boulevard street right-of-way
2. Sage House: Request for property grant from the City

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AGENDA SESSION

November 30, 1999

for the

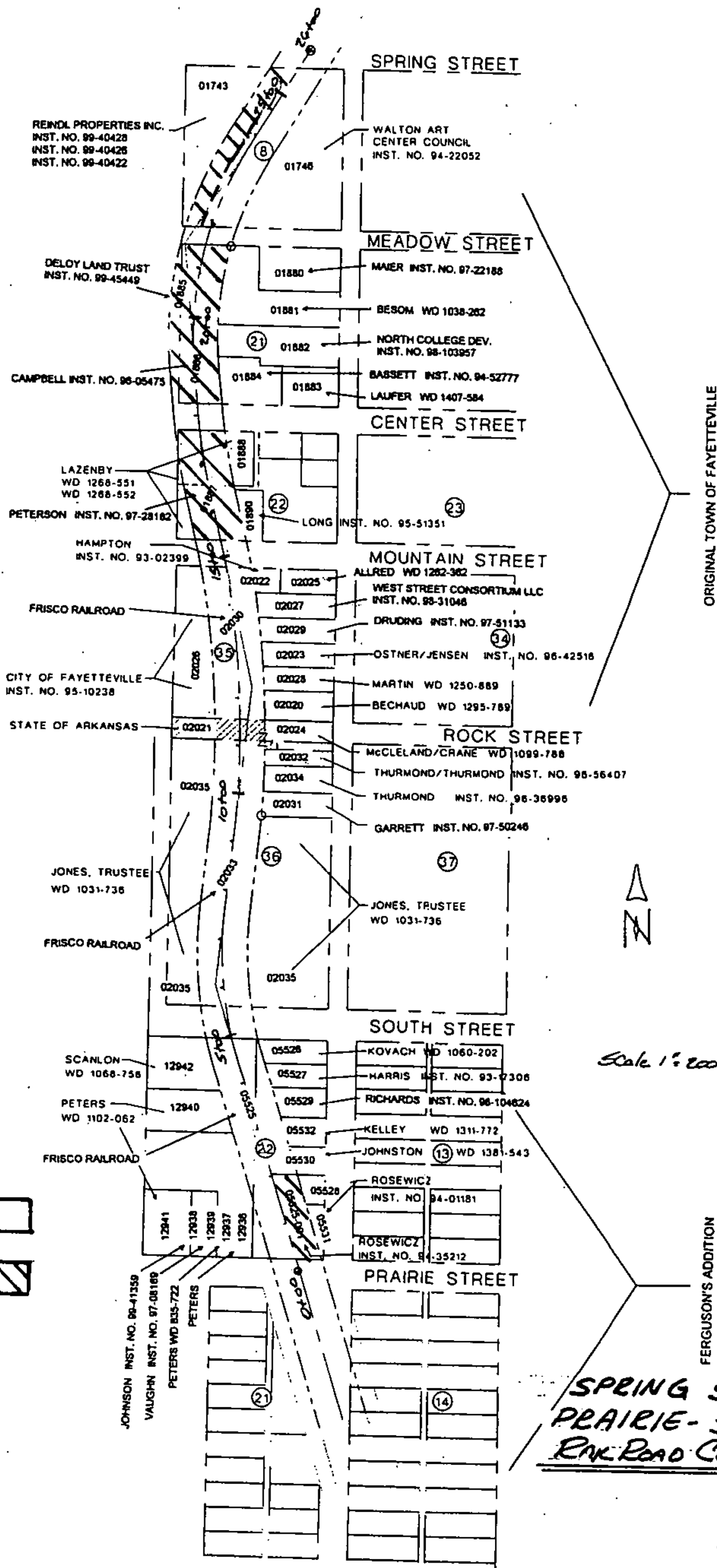
**December 7, 1999
Fayetteville City Council
Meeting**

Additional Items:

1. Multi-Use Trails: Map
2. Sewer Damages Claim: Back-up materials

New Items:

1. Vacation Request: North Hills Boulevard street right-of-way
2. Sage House: Request for property grant from the City



RAIL ROAD
OWNERSHIP
PRIVATE
OWNERSHIP



STAFF REVIEW FORM

Description Sewer damages - 2082 N Hailey Meeting Date 12-7-99

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

When invoice is paid to Raymond
Hodges Enterprises, be sure to
adjust sales tax for City & County Caps -

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

November 29, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director
Thru: Charles Venable, Public Works Director
Mayor Fred Hanna



Subject: Claim for Damages
2082 North Hailey Drive
Fayetteville, Arkansas

Attached for your review and approval is a claim for sewer damages at 2082 North Hailey Drive in Fayetteville. Also attached is a memorandum from Water and Sewer Division outlining the circumstances which led to the sewer overflow. A budget adjustment is attached to cover the cost of this claim.

The claim, as submitted by the owner, is for \$27,184.69. We are still evaluating a portion of the claim, therefore, we are requesting approval of a \$27,184.69 as a maximum amount. Depending on our negotiation with the owner, the actual amount may be somewhat lower than that although we would still expect the total to be in excess of \$22,000.

The claim involves a situation where a combination of raw sewage and mud and other debris backed up into a new residence and flooded the entire ground floor. The circumstances necessitated the family moving out of the house while the clean-up was being done. The total time needed for the clean-up and other repairs was 3 weeks. The family spent at least part of that time living in a motel.

The sum of \$27,184.69 is a maximum amount for the claim. Some of that total has not been verified and agreed to, however, the Staff will be recommending approval of at least an amount in excess of \$20,000.00.

We are seeking approval of this claim as quickly as possible because of the large amount of the claim and because the cleaning service which performed the majority of the work (valued at \$17,154.15) is experiencing financial difficulties because of the time and resources they put into the clean-up effort. They have not been paid to date.

It is the recommendation of the Staff that the Council approve a maximum of \$27,184.69 for sewer damages at 2082 Hailey Drive and a budget adjustment.

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

Budget Year	Department: Public Works	Date Requested	Adjustment #
1999	Division: Water & Sewer Maintenance	11/29/99	
	Program: Sewer Maintenance		

Project or Item Requested:
Additional funding is requested for self insurance in the Sewer Maintenance Program.

Project or Item Deleted:
Use of fund balance is proposed for this adjustment.

Justification of this Increase:
The additional funding is needed to pay for sewer overflow claims.

Justification of this Decrease:
Sufficient cash and investments exist within the fund to fund this request and comply with City policy.

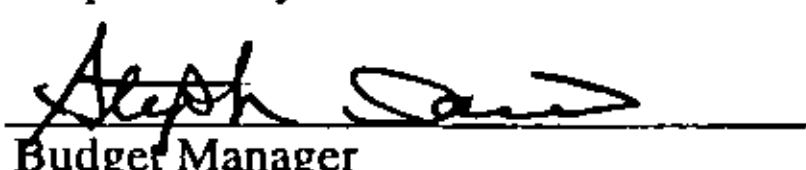
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Self Insurance	27,185	5400 4410 5311 01	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	27,185	5400 0940 4999 99	

Approval Signatures

	11/29/99
Requested By	Date
	11/29/99
Budget Manager	Date
	11/29/99
Department Director	Date
	12/30/99
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED

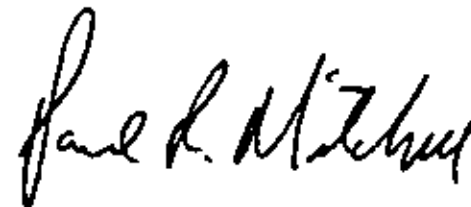
NOV 24 1999

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

DEPARTMENTAL CORRESPONDENCE

To: Don Bunn, Assistant Public Works Director

From: Paul Mitchell, Water and Sewer



Date: November 24, 1999

Subject: Citizen Claim - 2082 Hailey Dr. (David Brown)

This claim is an unusual one. There were several contributing factors that led to this back up. A contractor working in the Barrington Park Subdivision broke a sewer pump line just to the southeast of Hailey Drive. When we repair breaks of this type we must contain the large quantity of sewer and pump it back into the sewer system. We pumped this sewer into an adjacent gravity sewer line that services the houses on Hailey Drive, which under normal circumstances should not have caused a problem. While working on the sewer pump line, we received a sewer call from Jake Johnson at 2066 Hailey Drive. The crew responding to the call found the sewer backing up into the house at 2082 Hailey Drive. They removed the cleanout cap to keep any more sewer from getting into the house and then proceeded to investigate the problem. They found that most of the manholes were covered up, and found that the downstream manhole across the street had an eight inch plastic plug in the manhole that was partially blocking the invert which caused the sewer to backup into the residence. This plug is not something that the City would use in our system. The plug was in new condition and appeared to have been left in the manhole by the contractor or developer of the subdivision.

This was one of the worst sewer back ups that we have experienced. Due to the circumstances a great deal of the sewer we pumped into the line came up into the house along with mud and silt from the break. This caused extensive damage to the entire bottom floor of the house. Due to the extent of the damage all of the carpet and padding had to be removed. This was a very difficult cleaning job. A great deal of extra work had to be done that is not usually associated with a normal sewer back up.

The initial call on Hailey Drive occurred on October 4, 1999. The total process of getting everything cleaned up, restoring the house to its original state, and getting the Brown family back into their home took approximately three weeks time. This was a new house in a new subdivision that the Brown family had purchased six months ago.

While attempting to finalize the claim, Mrs. Brown delivered a revised claim for additional items. This brought the current total of the claim to \$ 27,184.69. This is the maximum possible amount of the claim. There are a few items that the City is not likely to pay for, and there are several questionable items that are being looked at in further detail that could reduce the claim even further. There has been no specific agreement to pay for anything other than the cleaning and motel stay.

The only other claim of this magnitude that we have experienced was at 506 Adams. The circumstances are different but the result was the same. The biggest difference is that Mrs. Ryan on Adams had insurance that would cover this type of claim. We covered her deductibles and paid out of pocket expenses. The Brown family did not have insurance that would cover this type of claim. A copy of their policy and a letter of denial was reviewed by LaGayle McCarty, Assistant City Attorney.

I have attached all receipts that have been submitted. This covers all aspects of the claim. We will continue to review the items being claimed to reduce it as much as possible.

Raymond Hodges Enterprises, Inc.

803 Henryetta St.
PO Box 6162
Springdale, AR 72766-6162

Invoice

DATE	INVOICE #
10/28/1999	164

BILL TO
City of Fayetteville - Water Dept

P.O. NO.	TERMS	PROJECT
99-3531-	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Restoration (David and Dove Brown)	0.00	0.00T
	Initial Service Call	80.00	80.00T
2,010	Water Extraction	0.19	381.90T
1,557	Pull Damaged Carpet and Pad	0.21	326.97T
7	Move Furniture per Room	30.00	210.00T
6,030	Apply Antimicrobial	0.37	2,231.10T
30	Air Mover Rental per Unit per Day	22.50	675.00T
15	Dehumidifier - Dri Eaz 110 per Unit per Day	45.00	675.00T
5	Remove and Replace Appliances	25.00	125.00T
2,010	Service Call (Scrub Floors)	0.35	703.50T
3	Clean Toilets	7.50	22.50T
1	Clean Whirlpool	25.00	25.00T
2	Clean Shower and Baths	15.00	30.00T
15	Clean Doors	2.50	37.50T
683.7	Clean Baseboards	0.15	102.56T
683.7	Apply Kilz - Stain Blocker on Trim	0.45	307.67T
683.7	Paint Trim	0.65	444.41T
7	Move Furniture per Room	30.00	210.00T
5,918.57	Painting of Walls	0.35	2,071.50T
	Misc. Items (Disassemble, Clean, Assemble Treadmill)	150.00	150.00T
15	Remove and Replace Doors	4.50	67.50T
	Misc. Items (Drop-off, Pick-up Damage Clothing from Laundry)	175.00	175.00T
184	Purchase and Install Carpet	15.73	2,894.32T
	Misc. Items (Caulking of Trim)	127.50	127.50T
31	Clean Furniture	10.00	310.00T
	Reoderization	168.37	168.37T
9	Misc. Items (Remove and Replace Kickboards)	7.50	67.50T
	Apply Antimicrobial (Drill Holes in Cabinet, Apply Antimicrobial Under Cabinet)	156.00	156.00T
	Remove and Replace Toilet	47.50	47.50T
3	Misc. Items (Disassemble, and Assemble Beds)	25.00	75.00T
	Post Restoration Clean	212.00	212.00T
	Floor Repair (Floor Repair in Bathroom)	150.00	150.00T
	Mark-up for Overhead and Profit	2,828.00	2,828.00T
		Total	

Raymond Hodges Enterprises, Inc.

Invoice

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PO Box 6162
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DATE	INVOICE #
10/28/1999	164

BILL TO
City of Fayetteville - Water Dept

P.O. NO.	TERMS	PROJECT
99-3531	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	AR Sales Tax	6.625%	1,065.85
		Total	\$17,154.15

City of Fayetteville Claim Form

INSTRUCTIONS: Complete this form, clearly stating the reason for the claim and the amount you are claiming. Attach the appropriate documentation, including receipts and/or three estimates, and return to the Mayor's Office at:

City Administration Building
113 W. Mountain Street
Fayetteville, Arkansas 72701

Questions may be directed to the Public Works Department at 575-8330.

CLAIMANT INFORMATION:

Name: DAVID E + Dove BROWN
Mailing Address: 2082 N Hailey DR
City, State, ZIP: Fayetteville AR 72701
Phone #: 501 521 3609 Social Sec. or Tax ID #: 414 98 6554

INCIDENT INFORMATION:

Address of Occurrence: 2082 North Hailey Drive
Date of Occurrence: 10-4-99

Nature of Occurrence: ☒ Sewer ☐ Water ☐ Pothole ☐ Other

Amount Being Claimed: not all inclusive

The undersigned hereby files a claim against the City of Fayetteville for the following reason(s):

The home was flooded with sewage due to blockage in a
sanitary sewer line. An eight inch plug was blocking
the line.
See attached lists (3 pages)

Signature: David E Brown

Date: 10-18-99

Received by: Marilyn Miller

Date: 10-18-99

Referred to: Daved Jurgens

Date: 10-18-99

☒ Accepted

☐ Denied

Date: 11-29-99

By: [Signature]

, Public Works Director

(total not to exceed \$27,185)

ITEMS DESTROYED AND BEING CLAIMED

10-18-99

2 Shower curtains, covers and loops for both showers		\$ 80.00
2 Shower rugs		\$ 36.00
2 Pair of Reeboks		\$110.00
1 Pair of Adidas		\$ 70.00
1 Swede sandals		\$ 25.00
1 Proctor Silex 17109 Iron		\$ 20.00
1 Ironing board – dorm size		\$ 15.00
1 Polo shirt		\$ 27.00
2 Large wicker baskets	55.00-75.00 each	\$140.00
1 Small wicker basket		\$ 19.00
1 Speedo goggles		\$ 13.00
1 Craft wreath		\$ 25.00
24 Cookbooks	5.00 each	\$120.00
1 Chair cushion		\$ 15.00
1 Sewing machine		\$ 99.00
1 Leather shoes		\$ 40.00
1 Websters collegiate hardback dictionary		\$ 25.00
1 Dictionary – paperback		\$ 5.00
1 Dell – Inspiron 3200 laptop computer		\$2500.00
1 Laptop computer carrying case		\$ 95.00
1 Battery charger, battery pack, and mouse		\$100.00
1 Soccer knee pads		\$ 8.00
5 Rolls of adhesive shelving paper	2.00-3.00 each	\$ 15.00
7 Area rugs	25.00 each	\$ 75.00
1 Child's bicycle helmet		\$ 20.00
3 Games		\$ 45.00
1 Child's craft set		\$ 20.00
1 Insulated lunch box		\$ 10.00
5 Decorative storage boxes (Replace w/plastic)		\$ 18.00
3 Golf hats		\$ 45.00
1 Suitcase-roller,carry-on, w/handle		\$ 49.00
1 Recliner	150.00-300.00	\$225.00
1 Solid wooden night stand		\$ 75.00
1 Rand McNally road atlas		\$ 10.00
2 Shaklee Meal Shakes – New		\$ 30.00
1 Shaklee Energizing Soy Protein- New		\$ 25.00
1 Kleenex - 3 pack		\$ 2.50
2 Cork boards – small and large		\$ 20.00
1 Large painted picture		\$ 25.00
1 Card table		\$ 25.00
1 Box of 12 gauge shotgun shells (25 per box)		\$ 18.00
1 Feather duster		\$ 7.00
1 Book – In His Grip		\$ 7.99

ITEMS DESTROYED AND BEING CLAIMED

PAGE 2

1 Magazine/book rack	\$ 25.00
1 Print – A Mother's Love – by Ron DiCianni – Signed and #2752	\$ 85.00
1 Bathroom weight scale	\$ 35.00
2 Solid wood 4x4 book shelves	\$200.00

Contaminated Food – listed, approximate value

1 Head of lettuce, broccoli, celery, romaine
 1 Half gallon of milk
 1 Box of saltine crackers
 1 Loaf of bread, hot dog buns, hamburger buns
 2 Bags of chips – opened
 3 Boxes of cereal – opened
 2 Bags of cheese
 1 Dozen eggs
 1 Pound of deli meats (ham & turkey)
 3 Pastas

Total	\$ 20.00
-------	----------

Other Expenditures

Meals during stay in Clarion Hotel	\$367.68
Other receipts	\$179.98
2 ½ day of vacation time	\$441.88 618.60
	\$989.54 1166.26

TOTAL OF ITEMS LISTED ABOVE

\$5,709.03

ITEMS CLAIMING BUT WORK IS NOT DONE- COST UNKNOWN

176.72

5885.75

DB/DEB

Kick plates on all cabinets

6 Kitchen

5 Master bath

4 Guest bath

Also the cabinets will need to be repainted.

Doors swelled – replaced or repaired

Guest, master bath closet and entry, pantry, 1/2 bath and possibly more

Wall painter, Carpet and pad installed to include stairs, linoleum in small bath replaced- we will pay the difference for tile.

½ bath toilet doesn't work

City of Fayetteville Claim Form

INSTRUCTIONS: Complete this form, clearly stating the reason for the claim and the amount you are claiming. Attach the appropriate documentation, including receipts and/or three estimates, and return to the Mayor's Office at:

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113 W. Mountain Street
Fayetteville, Arkansas 72701

Questions may be directed to the Public Works Department at 575-8330.

CLAIMANT INFORMATION:

Name: DAVID E and Dove Brown
Mailing Address: 2082 N. Nailley Dr
City, State, ZIP: Fayetteville AR 72701
Phone #: 501-521-3609 Social Sec. or Tax ID #: _____

INCIDENT INFORMATION:

Address of Occurrence: above
Date of Occurrence: 10-4-99 to 10-31-99 28 days
Nature of Occurrence: Sewer Water Pothole Other
Amount Being Claimed: \$10,030.54

The undersigned hereby files a claim against the City of Fayetteville for the following reason(s):

See attached

Signature: Dave Brown Date: 10-16-99

Received by: _____ Date: _____

Referred to: _____ Date: _____

Accepted [Signature] Denied _____ Date: 11-29-99
By: [Signature] Public Works Director

(total not to exceed 27,185.00)

Addendum to 10-18-99

Nov. 16, 1999

City of Fayetteville Claim Form

David E. and Dove Brown
2082 N. Hailey Dr.
Fayetteville, AR. 72701 501-521-3609

Total submitted as of 10-18-99**\$5,885.75****Changes:****Differences:**

Contaminated food: \$20.00 to \$35.00	\$ 15.00
Meals: \$ 367.68 to \$405.19	\$ 37.51
Other receipts: \$179.98 to \$195.89	\$ 15.91
Meals estimated no receipts 8 @ \$5.00 (2people)	<u>\$ 40.00</u>
Total	\$ 108.42

Additions:

Home inspection	\$ 65.00
Justus Cabinets	\$ 465.00
1 desk	\$ 180.00
1 end table	\$ 50.00
3 picture frames @ 12.00 each	\$ 36.00
5 dish towels ruined in cleanup @ 2.00 each	\$ 10.00
2 pair underwear	\$ 7.00
1 polo shirt	\$ 25.00
25 Sermon tapes @ 3.00 each	\$ 75.00
2 small wicker trash can @ 7.00 each	<u>\$ 14.00</u>
Total	\$ 927.00

Others:

We were out of the house for 28 days and feel it is only fair that the cost of utilities should be considered as part of this claim. Any usage would be the result of the restoration.

Water – (Enclosed is a copy of a 28 day bill)	\$ 50.14
Electric – (Enclosed is a bill)	<u>\$ 59.23</u>
Total	\$ 109.37

Changes, Additions and Others Expenditures	\$1,144.79
Compensation for 28 days hardship of family due to incident	\$3,000.00

Complete Total Being Claimed**\$10,030.54**

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AGENDA SESSION

November 30, 1999

for the

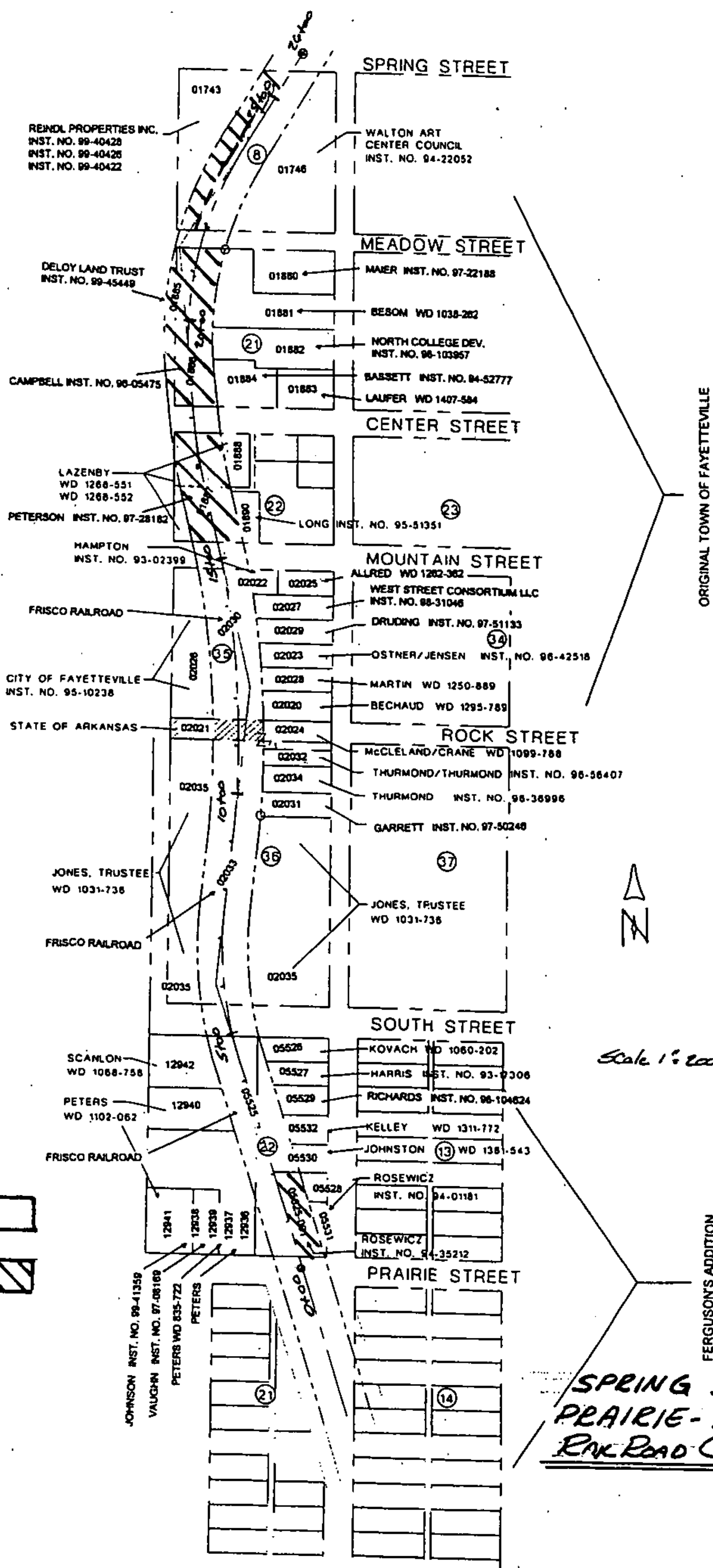
**December 7, 1999
Fayetteville City Council
Meeting**

Additional Items:

1. Multi-Use Trails: Map
2. Sewer Damages Claim: Back-up materials

New Items:

1. Vacation Request: North Hills Boulevard street right-of-way
2. Sage House: Request for property grant from the City



REINDL PROPERTIES INC.
INST. NO. 99-40428
INST. NO. 99-40428
INST. NO. 99-40422

SPRING STREET

MEADOW STREET

CENTER STREET

MOUNTAIN STREET

ROCK STREET

SOUTH STREET

PRAIRIE STREET

ORIGINAL TOWN OF FAYETTEVILLE

FERGUSON'S ADDITION

Scale 1" = 200'

SPRING ST. -
PRAIRIE ST.
RAIL ROAD CORRIDOR

RAIL ROAD
OWNERSHIP
PRIVATE
OWNERSHIP



DELOY LAND TRUST
INST. NO. 99-45449

WALTON ART
CENTER COUNCIL
INST. NO. 94-22052

MAIER INST. NO. 97-22188

BESOM WD 1038-282

NORTH COLLEGE DEV.
INST. NO. 98-103957

BASSETT INST. NO. 94-52777

LAUFER WD 1407-584

CAMPBELL INST. NO. 98-05475

LAZENBY
WD 1268-551
WD 1268-552

PETERSON INST. NO. 97-28182

HAMPTON
INST. NO. 93-02399

LONG INST. NO. 95-51351

FRISCO RAILROAD

ALLRED WD 1282-362

WEST STREET CONSORTIUM LLC
INST. NO. 98-31046

DRUDING INST. NO. 97-51133

OSTNER/JENSEN INST. NO. 96-42518

MARTIN WD 1250-889

BECHAUD WD 1295-789

CITY OF FAYETTEVILLE
INST. NO. 95-10238

STATE OF ARKANSAS

McCLELAND/CRANE WD 1099-788

THURMOND/THURMOND INST. NO. 96-56407

THURMOND INST. NO. 96-36996

GARRETT INST. NO. 97-50248

JONES, TRUSTEE
WD 1031-738

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WD 1031-738

FRISCO RAILROAD

SCARLON
WD 1068-758

PETERS
WD 1102-062

FRISCO RAILROAD

KOVACH WD 1080-202

HARRIS INST. NO. 93-9306

RICHARDS INST. NO. 98-104624

KELLEY WD 1311-772

JOHNSTON WD 1381-543

ROSEWICZ
INST. NO. 94-01181

ROSEWICZ
INST. NO. 94-35212

JOHNSON INST. NO. 99-41359

VAUGHN INST. NO. 97-08169

PETERS WD 835-772

PETERS

AGENDA REQUEST FORM

Council Meeting of December 7, 1999

Mayor's Approval _____

<u>FROM</u>	<u>Don Bunn</u>	<u>Public Works Admin</u>	<u>Public Works</u>
	Name	Division	Department

ACTION REQUIRED Approval of the claim for sewer damages at 2082 North Hailey Drive in the amount of \$27,184.69. Approval of a budget adjustment funding claim is also requested.

COST TO CITY

<u>\$ 27,185.00</u>	<u>\$ 484,095</u>	<u>Services and Charges</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400 4410 5311 00</u>	<u>\$ 468,268</u>	<u>Sewer Maintenance</u>
Account Number	Funds Used to Date	Program Name
_____	<u>\$ 15,827</u>	<u>Water and Sewer</u>
Project Number	Funds Remaining	Fund Category

<u>BUDGET/CONTRACT REVIEW</u>	<u>X</u> Budgeted Item	<u>X</u> Budget Adj. Attached
<u>[Signature]</u>	_____	_____
Budget Coordinator	Date	Admin Services Director
<u>[Signature]</u>	<u>11-29-99</u>	_____
Accounting Manager	Date	ADA Coordinator
<u>[Signature]</u>	<u>11-29-99</u>	<u>[Signature]</u>
City Attorney	Date	Internal Auditor
<u>[Signature]</u>	<u>11-29-99</u>	<u>11-29-99</u>
Purchasing Officer	Date	Date

STAFF RECOMMENDATION It is the recommendation of the Staff that the claim for sewer damages at 2082 North Hailey Drive be approved.

<u>[Signature]</u>	<u>11-29-99</u>	<u>Cross Reference</u>
Asst. Public Works Director	Date	
<u>[Signature]</u>	<u>11-30-99</u>	
Department Director	Date	
<u>[Signature]</u>	<u>11/30/99</u>	New Item: <u>Yes</u> No
Admin Services Director	Date	Prev Ord/Res # _____
_____	_____	Orig. Contract # _____
Mayor	Date	Orig. Contract Date _____

STAFF REVIEW FORM

Page 2

Description Sewer damages - 2082 N Hailey Meeting Date 12-7-99

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

When invoice is paid to Raymond
Hodges Enterprises, be sure to
adjust sales tax for City & County Caps -

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

November 29, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director

Mayor Fred Hanna

Subject: Claim for Damages
2082 North Hailey Drive
Fayetteville, Arkansas

Attached for your review and approval is a claim for sewer damages at 2082 North Hailey Drive in Fayetteville. Also attached is a memorandum from Water and Sewer Division outlining the circumstances which led to the sewer overflow. A budget adjustment is attached to cover the cost of this claim.

The claim, as submitted by the owner, is for \$27,184.69. We are still evaluating a portion of the claim, therefore, we are requesting approval of a \$27,184.69 as a maximum amount. Depending on our negotiation with the owner, the actual amount may be somewhat lower than that although we would still expect the total to be in excess of \$22,000.

The claim involves a situation where a combination of raw sewage and mud and other debris backed up into a new residence and flooded the entire ground floor. The circumstances necessitated the family moving out of the house while the clean-up was being done. The total time needed for the clean-up and other repairs was 3 weeks. The family spent at least part of that time living in a motel.

The sum of \$27,184.69 is a maximum amount for the claim. Some of that total has not been verified and agreed to, however, the Staff will be recommending approval of at least an amount in excess of \$20,000.00.

We are seeking approval of this claim as quickly as possible because of the large amount of the claim and because the cleaning service which performed the majority of the work (valued at \$17,154.15) is experiencing financial difficulties because of the time and resources they put into the clean-up effort. They have not been paid to date.

It is the recommendation of the Staff that the Council approve a maximum of \$27,184.69 for sewer damages at 2082 Hailey Drive and a budget adjustment.

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

Budget Year 1999	Department: Public Works Division: Water & Sewer Maintenance Program: Sewer Maintenance	Date Requested 11/29/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Additional funding is requested for self insurance in the Sewer Maintenance Program.

Project or Item Deleted:
Use of fund balance is proposed for this adjustment.

Justification of this Increase:
The additional funding is needed to pay for sewer overflow claims.

Justification of this Decrease:
Sufficient cash and investments exist within the fund to fund this request and comply with City policy.

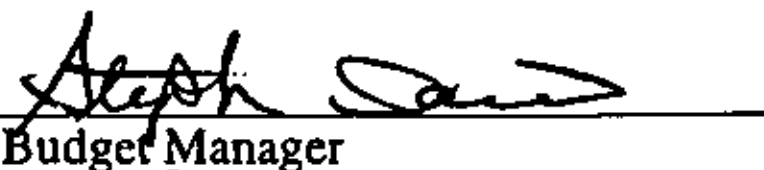
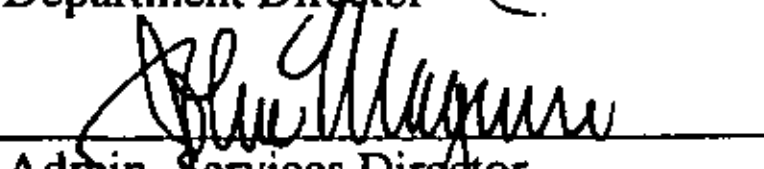
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Self Insurance	27,185	5400 4410 5311 01	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	27,185	5400 0940 4999 99	

Approval Signatures

	11/29/99
Requested By	Date
	11/29/99
Budget Manager	Date
	11/29/99
Department Director	Date
	12/30/99
Admin. Services Director	Date
_____ Mayor	_____ Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED

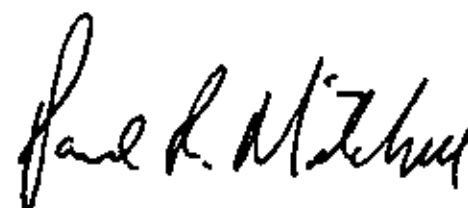
NOV 24 1999

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

DEPARTMENTAL CORRESPONDENCE

To: Don Bunn, Assistant Public Works Director

From: Paul Mitchell, Water and Sewer



Date: November 24, 1999

Subject: Citizen Claim - 2082 Hailey Dr. (David Brown)

This claim is an unusual one. There were several contributing factors that led to this back up. A contractor working in the Barrington Park Subdivision broke a sewer pump line just to the southeast of Hailey Drive. When we repair breaks of this type we must contain the large quantity of sewer and pump it back into the sewer system. We pumped this sewer into an adjacent gravity sewer line that services the houses on Hailey Drive, which under normal circumstances should not have caused a problem. While working on the sewer pump line, we received a sewer call from Jake Johnson at 2066 Hailey Drive. The crew responding to the call found the sewer backing up into the house at 2082 Hailey Drive. They removed the cleanout cap to keep any more sewer from getting into the house and then proceeded to investigate the problem. They found that most of the manholes were covered up, and found that the downstream manhole across the street had an eight inch plastic plug in the manhole that was partially blocking the invert which caused the sewer to backup into the residence. This plug is not something that the City would use in our system. The plug was in new condition and appeared to have been left in the manhole by the contractor or developer of the subdivision.

This was one of the worst sewer back ups that we have experienced. Due to the circumstances a great deal of the sewer we pumped into the line came up into the house along with mud and silt from the break. This caused extensive damage to the entire bottom floor of the house. Due to the extent of the damage all of the carpet and padding had to be removed. This was a very difficult cleaning job. A great deal of extra work had to be done that is not usually associated with a normal sewer back up.

The initial call on Hailey Drive occurred on October 4, 1999. The total process of getting everything cleaned up, restoring the house to its original state, and getting the Brown family back into their home took approximately three weeks time. This was a new house in a new subdivision that the Brown family had purchased six months ago.

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I have attached all receipts that have been submitted. This covers all aspects of the claim. We will continue to review the items being claimed to reduce it as much as possible.

Raymond Hodges Enterprises, Inc.

803 Henryetta St.
PO Box 6162
Springdale, AR 72766-6162

Invoice

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10/28/1999	164

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99-3531	Due on receipt	

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		Total	

Raymond Hodges Enterprises, Inc.

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PO Box 6162

Springdale, AR 72766-6162

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99-3531	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	AR Sales Tax	6.625%	1,065.85
		Total	\$17,154.15

City of Fayetteville Claim Form

INSTRUCTIONS: Complete this form, clearly stating the reason for the claim and the amount you are claiming. Attach the appropriate documentation, including receipts and/or three estimates, and return to the Mayor's Office at:

City Administration Building
113 W. Mountain Street
Fayetteville, Arkansas 72701

Questions may be directed to the Public Works Department at 575-8330.

CLAIMANT INFORMATION:

Name: DAVID E + Dove BROWN
Mailing Address: 2082 N Hailey DR
City, State, ZIP: Fayetteville AR 72701
Phone #: 501 521 3609 Social Sec. or Tax ID #: 414 98 6554

INCIDENT INFORMATION:

Address of Occurrence: 2082 North Hailey Drive

Date of Occurrence: 10-4-99

Nature of Occurrence: Sewer Water Pothole Other

Amount Being Claimed: not all inclusive

The undersigned hereby files a claim against the City of Fayetteville for the following reason(s):

The home was flooded with sewage due to blockage in a
sanitary sewer line. An eight inch plug was blocking
the line.

See attached lists (3 pages)

Signature: David E Brown Date: 10-18-99

Received by: Marilyn Miller Date: 10-18-99

Referred to: David Jurgens Date: 10-18-99

Accepted

Denied

Date: 11-29-99

By: [Signature], Public Works Director

(total not to exceed \$27,185)

ITEMS DESTROYED AND BEING CLAIMED

10-18-99

2 Shower curtains, covers and loops for both showers		\$ 80.00
2 Shower rugs		\$ 36.00
2 Pair of Reeboks		\$110.00
1 Pair of Adidas		\$ 70.00
1 Swede sandals		\$ 25.00
1 Proctor Silex 17109 Iron		\$ 20.00
1 Ironing board – dorm size		\$ 15.00
1 Polo shirt		\$ 27.00
2 Large wicker baskets	55.00-75.00 each	\$140.00
1 Small wicker basket		\$ 19.00
1 Speedo goggles		\$ 13.00
1 Craft wreath		\$ 25.00
24 Cookbooks	5.00 each	\$120.00
1 Chair cushion		\$ 15.00
1 Sewing machine		\$ 99.00
1 Leather shoes		\$ 40.00
1 Websters collegiate hardback dictionary		\$ 25.00
1 Dictionary – paperback		\$ 5.00
1 Dell – Inspiron 3200 laptop computer		\$2500.00
1 Laptop computer carrying case		\$ 95.00
1 Battery charger, battery pack, and mouse		\$100.00
1 Soccer knee pads		\$ 8.00
5 Rolls of adhesive shelving paper	2.00-3.00 each	\$ 15.00
7 Area rugs	25.00 each	\$ 75.00
1 Child's bicycle helmet		\$ 20.00
3 Games		\$ 45.00
1 Child's craft set		\$ 20.00
1 Insulated lunch box		\$ 10.00
5 Decorative storage boxes (Replace w/plastic)		\$ 18.00
3 Golf hats		\$ 45.00
1 Suitcase-roller,carry-on, w/handle		\$ 49.00
1 Recliner	150.00-300.00	\$225.00
1 Solid wooden night stand		\$ 75.00
1 Rand McNally road atlas		\$ 10.00
2 Shaklee Meal Shakes – New		\$ 30.00
1 Shaklee Energizing Soy Protein- New		\$ 25.00
1 Kleenex - 3 pack		\$ 2.50
2 Cork boards – small and large		\$ 20.00
1 Large painted picture		\$ 25.00
1 Card table		\$ 25.00
1 Box of 12 gauge shotgun shells (25 per box)		\$ 18.00
1 Feather duster		\$ 7.00
1 Book – In His Grip		\$ 7.99

ITEMS DESTROYED AND BEING CLAIMED

PAGE 2

1 Magazine/book rack	\$ 25.00
1 Print – A Mother's Love – by Ron DiCianni – Signed and #2752	\$ 85.00
1 Bathroom weight scale	\$ 35.00
2 Solid wood 4x4 book shelves	\$200.00

Contaminated Food – listed, approximate value

1 Head of lettuce, broccoli, celery, romaine
 1 Half gallon of milk
 1 Box of saltine crackers
 1 Loaf of bread, hot dog buns, hamburger buns
 2 Bags of chips – opened
 3 Boxes of cereal – opened
 2 Bags of cheese
 1 Dozen eggs
 1 Pound of deli meats (ham & turkey)
 3 Pastas

Total	\$ 20.00
-------	----------

Other Expenditures

Meals during stay in Clarion Hotel
 Other receipts
 2 ½ day of vacation time

\$367.68
\$179.98
<u>\$441.88</u> 618.60
\$989.54 1166.26

TOTAL OF ITEMS LISTED ABOVE

\$5,709.03

ITEMS CLAIMING BUT WORK IS NOT DONE- COST UNKNOWN

176.72

5,885.75

26/DEC

Kick plates on all cabinets

6 Kitchen
 5 Master bath
 4 Guest bath

Also the cabinets will need to be repainted.

Doors swelled – replaced or repaired

Guest, master bath closet and entry, pantry, 1/2 bath and possibly more

Wall painter, Carpet and pad installed to include stairs, linoleum in small bath replaced- we will pay the difference for tile.

½ bath toilet doesn't work

City of Fayetteville Claim Form

INSTRUCTIONS: Complete this form, clearly stating the reason for the claim and the amount you are claiming. Attach the appropriate documentation, including receipts and/or three estimates, and return to the Mayor's Office at:

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113 W. Mountain Street
Fayetteville, Arkansas 72701

Questions may be directed to the Public Works Department at 575-8330.

CLAIMANT INFORMATION:

Name: David E and Dove Brown
Mailing Address: 2082 N. Hailly Dr
City, State, ZIP: Fayetteville AR 72701
Phone #: 501-521-3609 Social Sec. or Tax ID #: _____

INCIDENT INFORMATION:

Address of Occurrence: above
Date of Occurrence: 10-4-99 to 10-31-99 28 days
Nature of Occurrence: ☒ Sewer ☐ Water ☐ Pothole ☐ Other
Amount Being Claimed: \$10,030.54

The undersigned hereby files a claim against the City of Fayetteville for the following reason(s):

See attached

Signature: Dove Brown Date: 10-16-99
Received by: _____ Date: _____
Referred to: _____ Date: _____
Accepted ☒ Denied ☐ Date: 11-29-99
By: [Signature], Public Works Director

11th cost to exceed 22,185.00

Addendum to 10-18-99**Nov. 16, 1999****City of Fayetteville Claim Form**

David E. and Dove Brown
2082 N. Hailey Dr.
Fayetteville, AR. 72701 501-521-3609

Total submitted as of 10-18-99**\$5,885.75****Changes:****Differences:**

Contaminated food: \$20.00 to \$35.00	\$ 15.00
Meals: \$ 367.68 to \$405.19	\$ 37.51
Other receipts: \$179.98 to \$195.89	\$ 15.91
Meals estimated no receipts 8 @ \$5.00 (2people)	<u>\$ 40.00</u>
Total	\$ 108.42

Additions:

Home inspection	\$ 65.00
Justus Cabinets	\$ 465.00
1 desk	\$ 180.00
1 end table	\$ 50.00
3 picture frames @ 12.00 each	\$ 36.00
5 dish towels ruined in cleanup @ 2.00 each	\$ 10.00
2 pair underwear	\$ 7.00
1 polo shirt	\$ 25.00
25 Sermon tapes @ 3.00 each	\$ 75.00
2 small wicker trash can @ 7.00 each	<u>\$ 14.00</u>
Total	\$ 927.00

Others:

We were out of the house for 28 days and feel it is only fair that the cost of utilities should be considered as part of this claim. Any usage would be the result of the restoration.

Water – (Enclosed is a copy of a 28 day bill)	\$ 50.14
Electric – (Enclosed is a bill)	<u>\$ 59.23</u>
Total	\$ 109.37

Changes, Additions and Others Expenditures	\$1,144.79
Compensation for 28 days hardship of family due to incident	\$3,000.00

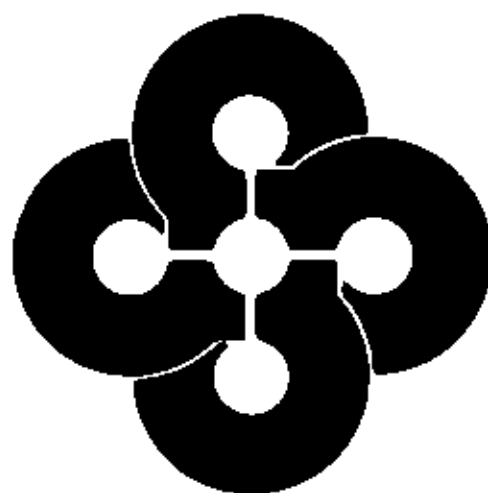
Complete Total Being Claimed**\$10,030.54**

Principals

Danny L. Brown, P.E.
Bob H. Crafton, P.E.
Thomas E. Hopper, P.E.
Cline L. Mansur, P.E., R.L.S.
R.E. (Gene) Reece, P.E.
David Swearingen, A.I.A.
James L. Tull, C.D.A.

Principal Emeritus

Lemuel H. Tull, P.E.



Crafton, Tull & Associates, Inc.

Architects, Engineers & Surveyors

Associates

Everett L. Balk, P.E.
Al Harris, R.L.S.
Kurtis J. Jones, P.E.
James W. Kooistra, A.I.A.
Tom Mansur, P.E.
Robert C. Reece, P.E.
Rick G. Rose, R.L.S.
George G. Strella, P.E., D.E.E.
James P. Swearingen, A.I.A.
Richard Wright, R.L.S.

Harry G. Gray, P.E.
(1941-1997)

November 30, 1999

The Fayetteville City Council
Administration Building
113 W. Mountain Street
Fayetteville, AR 72701

RE: Request for vacation of existing street right-of-way
for a portion of North Hills Boulevard

Dear Council Members:

On behalf of Washington Regional Medical Center, the adjacent property owners to the above referenced street vacation, we are requesting a portion of North Hills Boulevard street right-of-way to be vacated. The area of the Boulevard requested to be vacated extends from the north side of Appleby Road on the south to a point just north of Monte Painter Drive immediately southwest of the North Hills Medical Park.

Washington Regional Medical Center has plans to construct a new hospital facility on their property west of the existing North Hills Boulevard and requires the use of the proposed vacated right-of-way for construction of portions of their parking areas.

North Hills Boulevard has been physically relocated and reconstructed approximately 800 feet east of the existing Boulevard on Washington Regional Medical Center's property all at their expense. The new portion of the Boulevard is currently in operation. New right-of-way will be dedicated to the City of Fayetteville for this replacement portion of North Hills Boulevard.

Attached for your review and consideration are copies of the petition for street right-of-way vacation, a vicinity map, and a right-of-way plat which shows the requested area for vacation.

We appreciate your consideration in this vacation request which will enable the proposed hospital facility to be constructed at this location. The proximity of the proposed hospital to the existing medical offices and facilities will be a great asset to the general public using these medical services.

Sincerely,

CRAFTON, TULL & ASSOCIATES, INC.

Al Harris, R.L.S.

attachments

PETITION

PETITION TO VACATE A PORTION OF A STREET RIGHT-OF-WAY FOR NORTH HILLS BOULEVARD LOCATED BETWEEN MONTE PAINTER DRIVE AND APPLEBY ROAD IMMEDIATELY SOUTHWEST OF THE NORTH HILLS MEDICAL PARK, 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 right-of-way hereinafter sought to be abandoned and vacated, lying between Monte Painter Drive and Appleby Road immediately Southwest of the North Hills Medical Park, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way for a portion of North Hills Boulevard which is described as shown on attached Exhibit "A":

That the abutting real estate affected by said abandonment of the right-of-way are a portion of Sections 26, 27, 34 and 35 of Township 17 North, Range 30 West located between Monte Painter Drive and Appleby Road immediately Southwest of the North Hills Medical Park, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described street right-of-way.

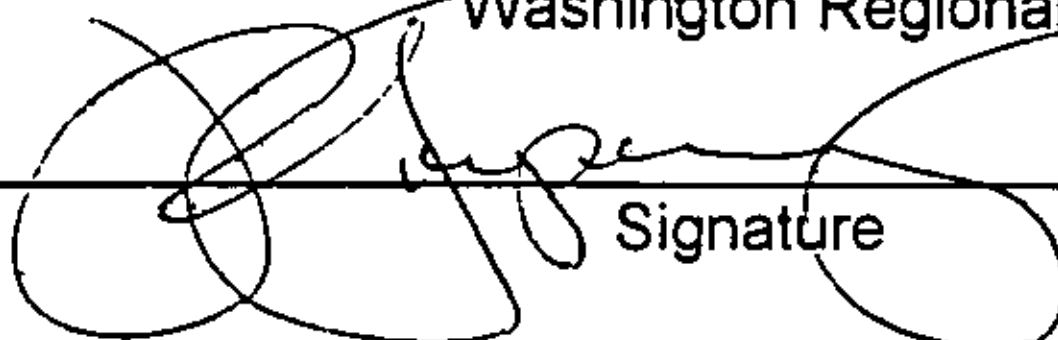
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the attached described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the attached described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the attached described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the attached described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right-of-way.

Dated this 30 day of Nov, 1999.

Property Owner: Washington Regional Medical Center
Washington Regional Medical Center

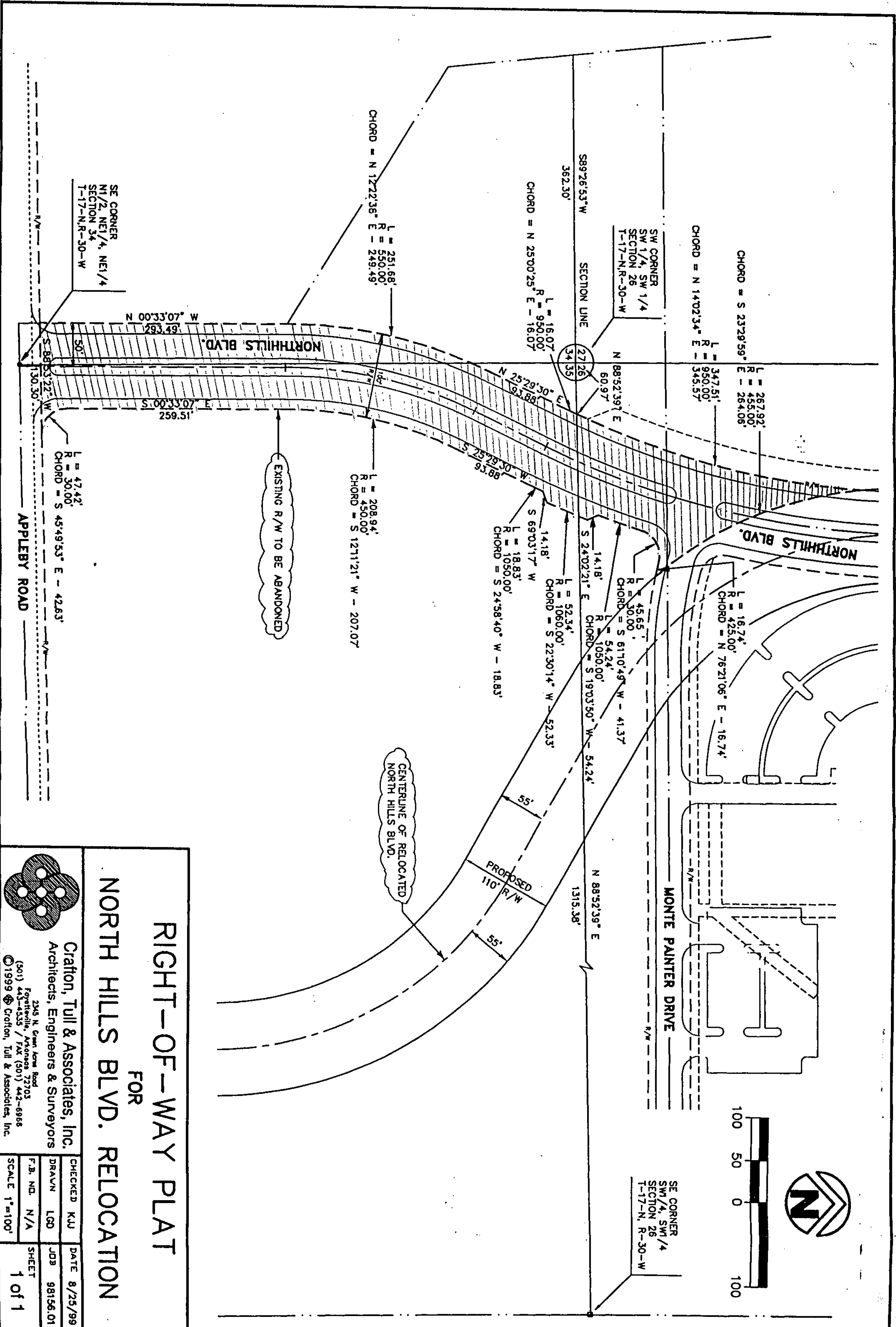


Signature

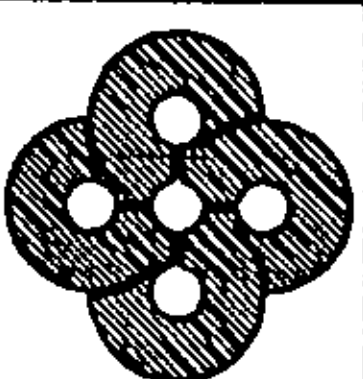
EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 26, a part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 35 and a part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 34, all in Township 17 North, Range 30 West, Washington County, Arkansas; being more particularly described as follows: beginning at a point North 88°52'39" East - 60.97 feet from the Southwest corner of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 26; thence 347.51 feet along a curve to the left having a radius of 950.00 feet and a chord of North 14°02'34" East - 345.57 feet; thence 267.92 feet along a curve to the left having a radius of 455.00 feet and a chord of South 23°29'59" East - 264.06 feet; thence 16.74 feet along a curve to the right having a radius of 425.00 feet and a chord of North 76°21'06" West - 16.74 feet; thence 45.65 feet along a curve to the left having a radius of 30.00 feet and a chord of South 61°10'49" West - 41.37 feet; thence 54.24 feet along a curve to the right having a radius of 1050.00 feet and a chord of South 19°03'50" West - 54.24 feet; thence South 24°02'21" East - 14.18 feet; thence 52.34 feet along a curve to the right having a radius of 1060.00 feet and a chord of South 22°30'14" West - 52.33 feet; thence South 69°03'17" West - 14.18 feet; thence 18.83 feet along a curve to the right having a radius of 1050.00 feet and a chord of South 24°58'40" West - 18.83 feet; thence South 25°29'30" West - 93.88 feet; thence 208.94 feet along a curve to the left having a radius of 450.00 feet and a chord of South 12°11'21" West - 207.07 feet; thence South 0°33'07" East - 259.51 feet; thence 47.42 feet along a curve to the left having a radius of 30.00 feet and a chord of South 45°49'53" East - 42.63 feet to the North right-of-way of Appleby Road; thence along the North right-of-way of Appleby Road, South 88°53'22" West - 130.30 feet; thence leaving the North right-of-way of Appleby Road and running North 0°33'07" West - 293.49 feet; thence 251.68 feet along a curve to the right having a radius of 550.00 feet and a chord of North 12°22'38" East - 249.49 feet; thence North 25°29'30" East - 93.88 feet; thence 16.07 feet along a curve to the left having a radius of 950.00 feet and a chord of North 25°00'25" East - 16.07 feet to the point of beginning, containing 2.06 acres, more or less.

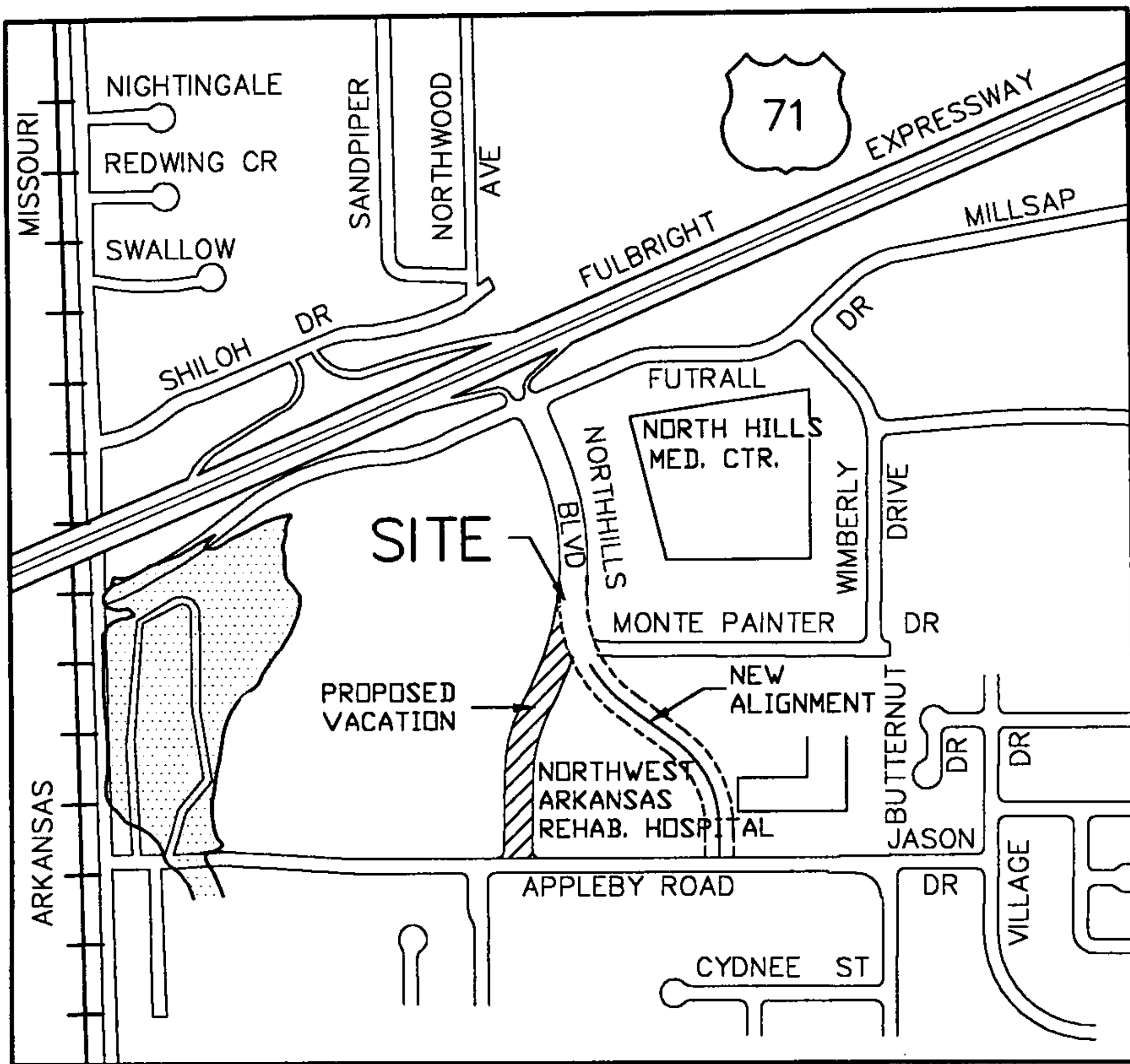


RIGHT-OF-WAY PLAT
FOR
NORTH HILLS BLVD. RELOCATION



Crafton, Tull & Associates, Inc.
Architects, Engineers & Surveyors
2345 N. Green Acorn Road
Fort Worth, Texas 76103
(817) 443-4555 / FAX (817) 443-6866
© 1999 Crafton, Tull & Associates, Inc.

CHECKED	KJU	DATE	8/25/99
DRAWN	LGD	JOB	98156.01
F.B. NO.	N/A	SHEET	1 of 1
SCALE	1"=100'		



VICINITY MAP

Time: 8:30 am
 Scale: 1=1
 Date: 11/30/1999

Drawing Name: JOBFILS\98156-01\ENG\DWG\vicmap.dwg.DWG (ldavi)



Sage House

2325 N. Gregg Avenue
Fayetteville, AR 72703
501-521-1394

Executive Officers

Lenda Creger, M.Ed. - *President*

Hope Bradberry - *Treasurer*

Nancy Bolin, MSW - *Secretary*

Council

Jean Button, LSW

Marta Dollar

Paula Lodwick

Amy Manning

Andrea Miner

April Rye

Ananda Yates, MSW

November 24, 1999

Ron Austin, City Council
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mr. Austin:

This letter is an official request for land owned by the City of Fayetteville, on behalf of Sage House and Children's House. The land is located on Cato Springs Road, adjacent to the City Operations Department.

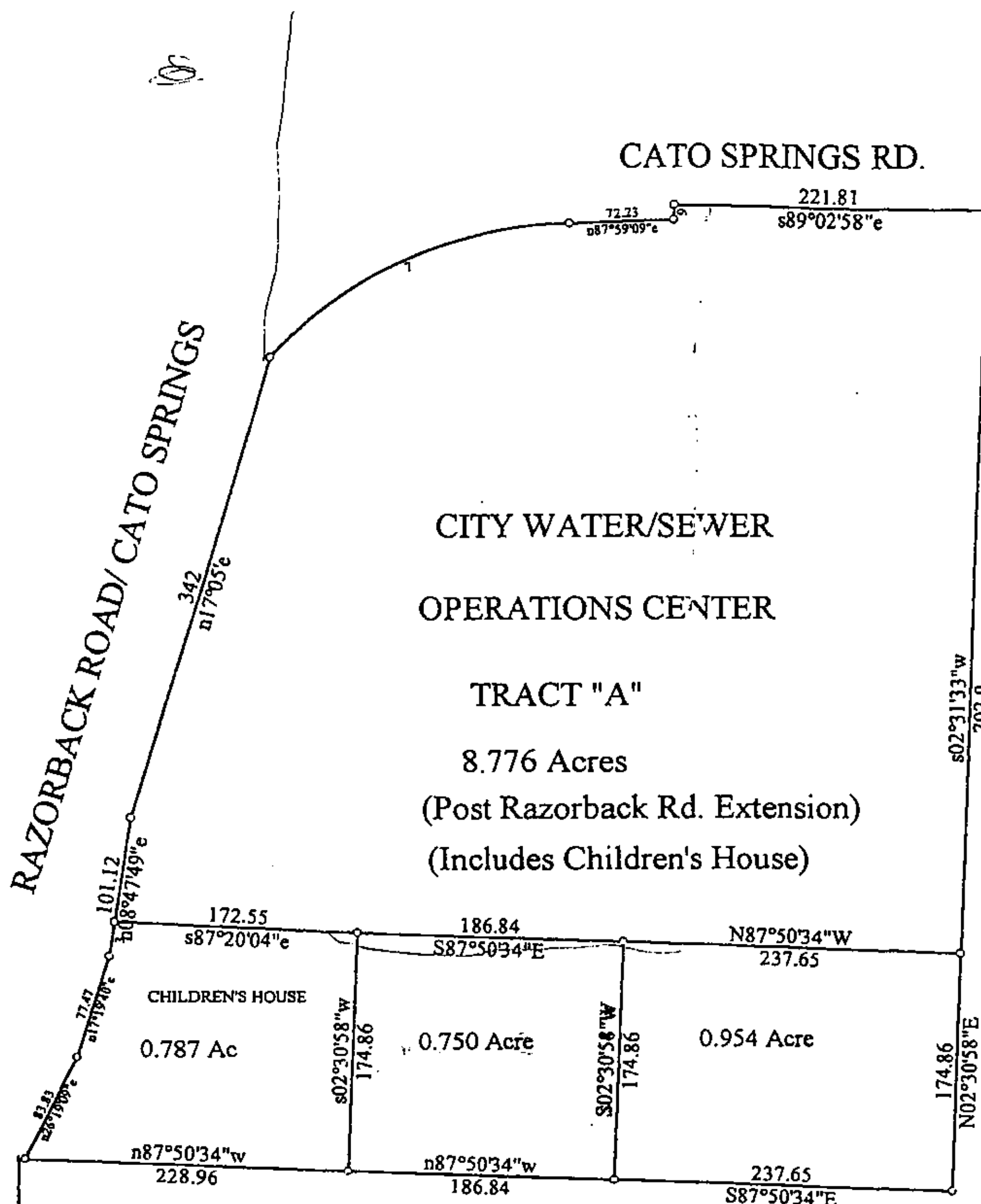
Presently, Children's House is located on a parcel bordering Cato Springs Road. At the time of that acquisition, there was a verbal agreement with the City, that the adjacent parcel, .750 acres, would be given to Children's House for expansion. Sage House is requesting the parcel, .95 acres, boarding that land to the east. Attached is a map of that area.

Thank you for your assistance in bringing this matter before the City Council.

Respectfully,

Lenda Creger
Sage House, Inc. President

Encl.



BASIS: CITY DRAFTING

Title: CITY W/S OPERATIONS CENTER; TR #A, & CHILDREN'S HOUSE

Date: 04-27-1999

Scale: 1 inch = 140 feet

File: CP-W-S-2.DES

Tract 1: 8.776 Acres: 382262 Sq Feet: 35513.3 Sq Meters: No significant closure error. : Perimeter = 2504 feet

Tract 2: 0.788 Acres: 34307 Sq Feet: 3187.2 Sq Meters: No significant closure error. : Perimeter = 763 feet

Tract 3: 0.750 Acres: 32670 Sq Feet: 3035.2 Sq Meters: No significant closure error. : Perimeter = 723 feet

Tract 4: 0.954 Acres: 41555 Sq Feet: 3860.6 Sq Meters: No significant closure error. : Perimeter = 825 feet

001=s02.3133w 702.9

011=@3

021=S87.5034E 186.84

002=**n87.5034w 653.45

012=n26.1909e 83.83

022=S02.3054W 174.86

003=n26.1909e 83.83

013=n17.1940e 77.47

023=n87.5034w 186.84

004=n17.1940e 77.47

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024=@23

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006=n17.05e 342

016=s02.3058w 174.86

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Sage House

Children's House

Sage House, Inc.
October 1, 1999

Project Summary

Description of the Agency:

Sage House, Inc. was incorporated on June 24th, 1998, gained 501(c)(3) status in March 1999 and became a component program of the Economic Opportunity Agency of Washington County in September 1999. Our mission is to empower single-parent families by making available transitional housing and support services.

Brief description of the proposed project:

Sage House, Inc. is in the pre-development stages of building a transitional housing facility, which will provide a long-term comprehensive program for the Washington County area. The program will be support-oriented and targeted to provide services for homeless, single parent families.

The facility will be comprised of 15 units with a large community/recreation area that will be used to conduct workshops, self-help groups, general activities, and socialization. Residents will be able to stay for up to two(2) years.

The primary focus of the program will be on case management aimed at assisting the family in becoming self-sufficient. The residents will receive guidance and support in developing and implementing personal and professional goals for themselves. Families will participate in seminars and workshops aimed at teaching vital living skills. Topics such as parenting, self-esteem and empowerment, coping techniques, proactive decision making, educational options, finance management, and career development are a few areas to be addressed.

The program will also include follow-up services to those making the transition to independent living. A team approach is considered vital to the success of the program, therefore, networking with local agencies will be among the top priorities.

The criteria for qualifying for services will include single parents over the age of 18 years (unless emancipated), who are committed to enhancing their lives, participating in the program, and are willing to provide volunteer assistance with facility maintenance.

Tenants will be required to pay rent during their stay at the facility. Rents will be based on HOME Program rules, and Affordable Housing Program Rules. These rules require that at least 20% of the rental units in a project be occupied by and affordable to very-low income households – households with incomes at or below 50% of the area median income. These rules also define "affordable rent" as rent that does not exceed 30% of the income of a household at 50% of the area median income adjusted for household size – the low HOME rent.

- **Description of work:**
Operation of transitional housing facility, with case management services, which include specific goal setting, workshops to provide vital living skills, and career development.

- **Goals and objectives:**
The goal of Sage House, Inc. is to provide single-parent households (which are primarily single-mother head of households), the support and skill training needed to move them from a homeless, poverty stricken situation to a productive, self-supporting situation.

Need or problem:

Washington County has no transitional housing facility specifically designed to aid single-parent households transition from a shelter facility (i.e. Salvation Army and Project for Victims of Family Violence, which have a maximum length of stay of 30 days) to complete independent living. Often families "couch hop" (moving back and forth from friends and family) without the proper support which we hope to provide at Sage House. A consistent plan administered at the facility by staff will aid families through the critical 24 month phase. With Welfare Reform, many communities will be faced with the challenge of a portion of their population no longer receiving benefits.

Statistics:

According to an evaluation completed in July 1999 by Berkeley Planning Associates of Oakland California, and recently presented to the Arkansas governor and legislators:

- 86.3% of former welfare recipients in the State of Arkansas who went to work earned less than the federal poverty threshold after three months - \$13,650 a year for a family of three, typically a single mother with two children.

The Fayetteville Housing Authority currently manages 252 public housing units, and provides Section 8 vouchers for 375 private rental units. Thus based on the population of Fayetteville at 52,000, currently only 1.2% of the population is offered affordable housing.

According to a study conducted by the Educational Testing Service, and reported on by The Associated Press, the skills of two-thirds of welfare mothers are not sufficient to move them out of poverty. Without proper education and training women may be leaving the welfare roles without the skills to advance in the economy.

According the 1998 records of the Crisis Center 156 calls were made from Washington County requesting assistance in finding basic needs including shelter.

According to the 1998 U.S. Conference of Mayors Status Report on Hunger and Homelessness in American Cities, which surveyed 30 major cities, the following findings were reported:

- People remain homeless an average of 10 months.
- Lack of affordable housing leads the list of causes of homelessness. Other causes cited include the lack of needed services, low paying jobs, domestic violence, changes and cuts in public assistance, poverty and the lack of access to affordable health care.
- Officials estimate that, on average families with children comprise 38 percent of the homeless population.
- The number of emergency shelter beds remained the same, while transitional housing units increased an average of 11 percent.
- Officials estimate that low income households spend an average of 47 percent of their income on housing

According to the 1990 Census on Housing and Population data, more than 195,000 of the Arkansas householders who face housing problems are low- and moderate – income households.

Sources of funding:

Pre-development phase funding for project:

- Community Development Block Grant Application
- Private Foundation Grants

Development phase funding for project:

- HOME funds administered by the Arkansas Development Finance Authority.
- Federal Home Loan Bank of Dallas Funds
- FY 2000 Discretionary Grants Program
- Emergency Shelter Grants (ESG)
- Private foundations and community groups

Program phase funding for project:

- Emergency Shelter Grants (ESG)
- United Way funding
- Continuum of Care – Supportive Housing Program
- Private Foundation Grants



Sage House

2325 N. Gregg Avenue
Fayetteville, AR 72703
501-521-1394

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November 24, 1999

Ron Austin, City Council
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mr. Austin:

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Presently, Children's House is located on a parcel bordering Cato Springs Road. At the time of that acquisition, there was a verbal agreement with the City, that the adjacent parcel, .750 acres, would be given to Children's House for expansion. Sage House is requesting the parcel, .95 acres, boarding that land to the east. Attached is a map of that area.

Thank you for your assistance in bringing this matter before the City Council.

Respectfully,

Lenda Creger
Sage House, Inc. President

Encl.



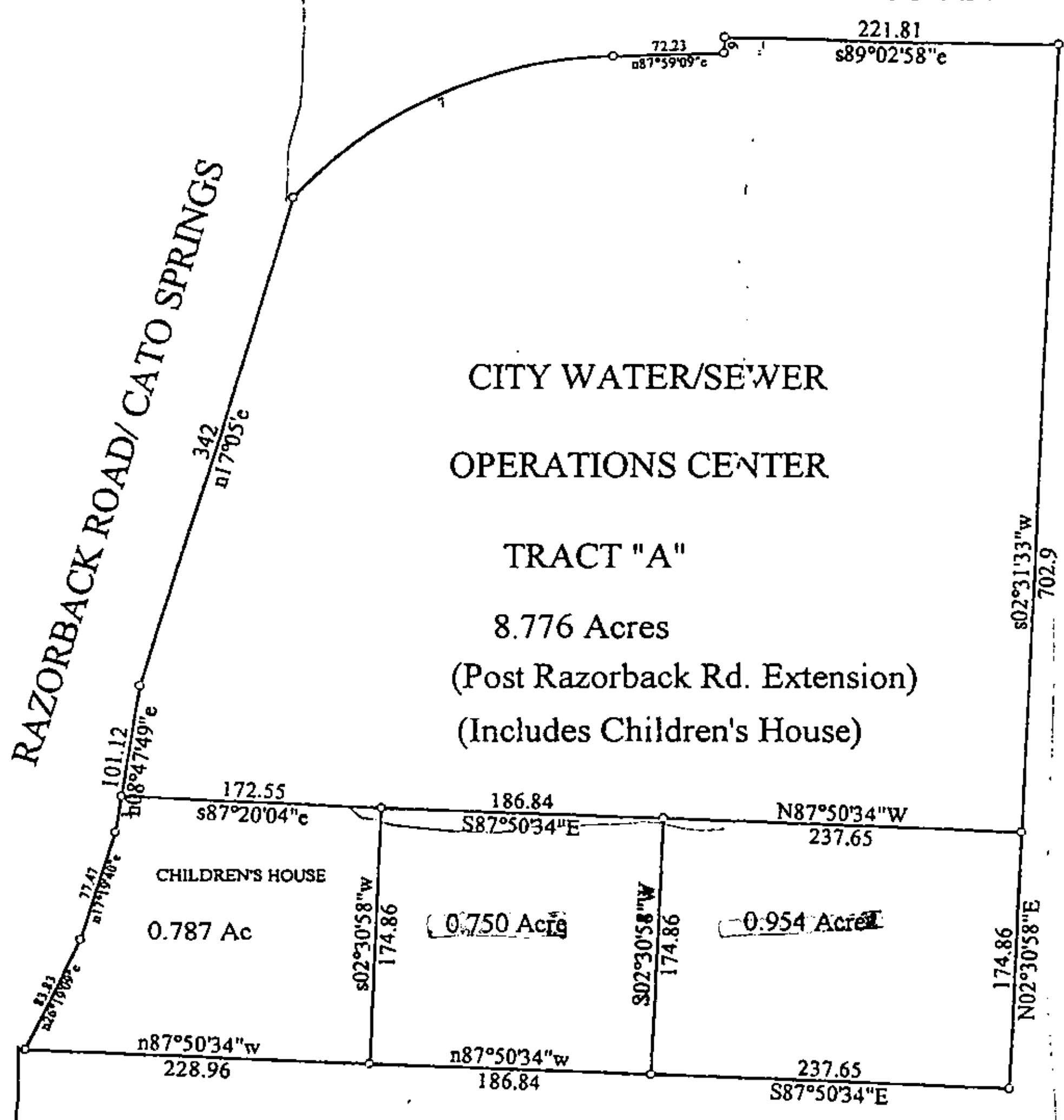
RAZORBACK ROAD/ CATO SPRINGS

CATO SPRINGS RD.

CITY WATER/SEWER
OPERATIONS CENTER

TRACT "A"

8.776 Acres
(Post Razorback Rd. Extension)
(Includes Children's House)



BASIS: CITY DRAFTING

Title: CITY W/S OPERATIONS CENTER; TR #A, & CHILDREN'S HOUSE

Date: 04-27-1999

Scale: 1 inch = 140 feet

File: CP-W-S-2.DES

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001=s02.3133w 702.9	011=@3	021=S87.5034E 186.84
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004=n17.1940e 77.47	014=n08.4749E 25.30	024=@23
005=n08.4749e 101.12	015=s87.2004e 172.55	025=S87.5034E 237.65
006=n17.05e 342	016=s02.3058w 174.86	026=N02.3058E 174.86
007: Rt R=298.75, Arc=239.14 Bng=n66.30e	017=n87.5034w 228.96	027=N87.5034W 237.65
008=n87.5909e 72.23	018=@3	028=s02.3058w 174.86
009=n01.5228e 10	019=/S87.5034E 228.96	
010=s89.0258e 221.81	020=**N02.3058E 174.86	

Sager House

Children's House

Sage House, Inc.
October 1, 1999

Project Summary

Description of the Agency:

Sage House, Inc. was incorporated on June 24th, 1998, gained 501(c)(3) status in March 1999 and became a component program of the Economic Opportunity Agency of Washington County in September 1999. Our mission is to empower single-parent families by making available transitional housing and support services.

Brief description of the proposed project:

Sage House, Inc. is in the pre-development stages of building a transitional housing facility, which will provide a long-term comprehensive program for the Washington County area. The program will be support-oriented and targeted to provide services for homeless, single parent families.

The facility will be comprised of 15 units with a large community/recreation area that will be used to conduct workshops, self-help groups, general activities, and socialization. Residents will be able to stay for up to two(2) years.

The primary focus of the program will be on case management aimed at assisting the family in becoming self-sufficient. The residents will receive guidance and support in developing and implementing personal and professional goals for themselves. Families will participate in seminars and workshops aimed at teaching vital living skills. Topics such as parenting, self-esteem and empowerment, coping techniques, proactive decision making, educational options, finance management, and career development are a few areas to be addressed.

The program will also include follow-up services to those making the transition to independent living. A team approach is considered vital to the success of the program, therefore, networking with local agencies will be among the top priorities.

The criteria for qualifying for services will include single parents over the age of 18 years (unless emancipated), who are committed to enhancing their lives, participating in the program, and are willing to provide volunteer assistance with facility maintenance.

Tenants will be required to pay rent during their stay at the facility. Rents will be based on HOME Program rules, and Affordable Housing Program Rules. These rules require that at least 20% of the rental units in a project be occupied by and affordable to very-low income households – households with incomes at or below 50% of the area median income. These rules also define “affordable rent” as rent that does not exceed 30% of the income of a household at 50% of the area median income adjusted for household size – the low HOME rent.

- **Description of work:**

Operation of transitional housing facility, with case management services, which include specific goal setting, workshops to provide vital living skills, and career development.

- **Goals and objectives:**

The goal of Sage House, Inc. is to provide single-parent households (which are primarily single-mother head of households), the support and skill training needed to move them from a homeless, poverty stricken situation to a productive, self-supporting situation.

Need or problem:

Washington County has no transitional housing facility specifically designed to aid single-parent households transition from a shelter facility (i.e. Salvation Army and Project for Victims of Family Violence, which have a maximum length of stay of 30 days) to complete independent living. Often families "couch hop" (moving back and forth from friends and family) without the proper support which we hope to provide at Sage House. A consistent plan administered at the facility by staff will aid families through the critical 24 month phase. With Welfare Reform, many communities will be faced with the challenge of a portion of their population no longer receiving benefits.

Statistics:

According to an evaluation completed in July 1999 by Berkeley Planning Associates of Oakland California, and recently presented to the Arkansas governor and legislators:

- 86.3% of former welfare recipients in the State of Arkansas who went to work earned less than the federal poverty threshold after three months - \$13,650 a year for a family of three, typically a single mother with two children.

The Fayetteville Housing Authority currently manages 252 public housing units, and provides Section 8 vouchers for 375 private rental units. Thus based on the population of Fayetteville at 52,000, currently only 1.2% of the population is offered affordable housing.

According to a study conducted by the Educational Testing Service, and reported on by The Associated Press, the skills of two-thirds of welfare mothers are not sufficient to move them out of poverty. Without proper education and training women may be leaving the welfare roles without the skills to advance in the economy.

According the 1998 records of the Crisis Center 156 calls were made from Washington County requesting assistance in finding basic needs including shelter.

According to the 1998 U.S. Conference of Mayors Status Report on Hunger and Homelessness in American Cities, which surveyed 30 major cities, the following findings were reported:

- People remain homeless an average of 10 months.
- Lack of affordable housing leads the list of causes of homelessness. Other causes cited include the lack of needed services, low paying jobs, domestic violence, changes and cuts in public assistance, poverty and the lack of access to affordable health care.
- Officials estimate that, on average families with children comprise 38 percent of the homeless population.
- The number of emergency shelter beds remained the same, while transitional housing units increased an average of 11 percent.
- Officials estimate that low income households spend an average of 47 percent of their income on housing

According to the 1990 Census on Housing and Population data, more than 195,000 of the Arkansas householders who face housing problems are low- and moderate – income households.

Sources of funding:

Pre-development phase funding for project:

- Community Development Block Grant Application
- Private Foundation Grants

Development phase funding for project:

- HOME funds administered by the Arkansas Development Finance Authority.
- Federal Home Loan Bank of Dallas Funds
- FY 2000 Discretionary Grants Program
- Emergency Shelter Grants (ESG)
- Private foundations and community groups

Program phase funding for project:

- Emergency Shelter Grants (ESG)
- United Way funding
- Continuum of Care – Supportive Housing Program
- Private Foundation Grants

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL DECEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on December 7, 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 November 16, 1999 City Council meeting.
2. **BID 99-81, ITEM #1:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Heavy Duty Truck Cab & Chassis with Mounted Sanitation Body, Bid 99-81, Item #1. The vendor for this purchase will be Shipley Motor Co. of Lowell, Arkansas.
3. **BID 99-81, ITEM #3:** A resolution approving the acceptance of the highest bidder for the sale of Item #3, Bid 99-81, a 1991 Mack RD-688-S with mounted Leach Sanitation Body from the City of Fayetteville for the sale price of \$35,000. The vendor for these purchases will be IGS of Fayetteville, Arkansas. Receipt of this amount will be credited to Shop Fund Gain/Loss Sale of Assets.
4. **BID 99-82:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of three Heavy Duty Diesel-Powered Trailer Mounted Air Compressors, Bid 99-82, Item #1, with the trade allowance for Items #2, 3 and 4. The vendor for this purchase will be Scott Construction Equipment of Springdale, Arkansas.
5. **BID 99-83:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Regular Cab Dual Rear Wheel 4x4 Pick-up Truck, Bid 99-83, Item #1. The vendor for this purchase will be Carthage Ford-Mercury of Carthage, Missouri.
6. **BID 99-84:** A resolution approving the acceptance of the lowest qualified bidder meeting specifications for the purchase of a Crew Cab Dual Rear Wheel 4x4 Cab & Chassis with mounted 3-Way Dump, Bid 99-84, Item #1. The vendor for this purchase will be Carthage Ford-Mercury of Carthage, Missouri.

7. **14 POLICE SEDANS:** A resolution approving the acceptance of the State of Arkansas Contract Award ST-00-0201, Item #9, 2000 Ford Crown Victoria Police Pursuit Sedan including Options "IO" and modifications to "ee." This will be for 14 units. The vendor for this purchase will be Landers Ford of Little Rock, Arkansas.
8. **MULTI-USE TRAILS:** A resolution approving an engineering agreement with Crafton-Tull and Associates of Fayetteville to furnish survey, preliminary and final design, and provide construction observation for a proposed multi-use trail located along a portion of an abandoned railroad line between Spring and Prairie Street, a distance of approximately 2600 feet.
9. **BID 99-85:** A resolution awarding Bid 99-85 in the amount of \$31,000 for the purchase of a "Video Vehicle Tracking and Detection System" for the traffic signal at the Joyce Boulevard and College Avenue (71B) intersection.
10. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance agreement dated November 5, 1999, between John D. and Rebecca M. Ginger and the City of Fayetteville, for the sale of 4.00 acres of land located at the water storage tank site on Gulley Road, Washington County, for the amount of \$80,000.
11. **SEWER DAMAGES CLAIM:** A resolution approving a claim for sewer damages at 2082 North Hailey Drive, Fayetteville, in the maximum amount of \$27,184.69, plus a budget adjustment to cover the cost.

B. OLD BUSINESS

C. NEW BUSINESS

1. **VA 99-13:** An ordinance approving vacation request VA 99-13.00 submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right of way for 28th Court located west of Club Oak Drive within Edge Hill Subdivision.
2. **RZ 99-32:** An ordinance approving rezoning request RZ 99-32.00 submitted by Stephen Thetford for property located at 3351 W. Wedington Drive. The property is zoned R-O, Residential Office and contains approximately 0.69 acres. The request is to rezone the property to C-1, Neighborhood Commercial.

3. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a real estate contract to sell Lot 1, Arkansas Research and Technology Park, consisting of 2.5 acres, to Cache Investments and/or Assigns (Interface Computer Center, L.L.C.). Grant of first right of refusal on Lot 2, Arkansas Research and Technology Park.
4. **2000 ANNUAL BUDGET AND WORK PROGRAM:** A resolution adopting the 2000 City of Fayetteville Annual Budget and Work Program.
5. **COUNCIL ON AGING:** Discussion of a one mil tax for two years or a two mil tax for one year for the construction of Senior Community Center.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL MEETING JULY 6, 1999

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

The following items will be discussed:

A. CONSENT AGENDA

1. **ARKANSAS AVENUE SIDEWALK:** A resolution approving a contract and a contract contingency funds for "Arkansas Avenue Sidewalk Reconstruction" and a budget adjustment to fully fund the project. The proposed contract, costs and budget adjustment will be furnished at the June 29, 1999 agenda session.
2. **LAND PURCHASE:** A resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
3. **EASEMENT ACQUISITION:** A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city sign on Hwy 45. Further, approving the conveyance of a portion of right-of-way (old 24th curve) to Mr. Sweetser as consideration for the above acquisition.

B. OLD BUSINESS:

1. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.

STAFF REVIEW FORM

XX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 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 a Heavy Duty Truck Cab & Chassis with Mounted Sanitation Body, Bid 99-81, Item #1. The vendor for this purchase will be Shipley Motor Co., P.O.Box 250, Lowell, AR 72745 (Vendor 1785).

COST TO CITY:

Cost: \$ 159,443.00 Trade Allowance: N/A Net Cost: \$ 159,443.00

\$ 159,443.00 \$ 798,866.00 Repl/Exp Sanitation Equip
Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 515,550.00 Vehicles & Equipment
Account Number Funds Used To Date Program Name

98065 \$ 283,316.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

11-17-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

11-19-99
Date

[Signature]
Internal Auditor

11-19-99
Date

[Signature]
Purchasing Officer

11-17-99
Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-81 with the Authorization to Purchase Item #1.

[Signature]
Division Head

11.17.99
Date

Cross Reference

New Item: Yes No

[Signature]
Department Director

Date

Prev Ord/Res #:

[Signature]
Administrative Services Director

11-19-99
Date

Orig Contract Date:

Mayor

11/19/99
Date

BID: 99-81
DATE: 11/2/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: HEAVY DUTY CAB/CHASSIS TRUCK W/MOUNTED SANITATION BODY

BIDDER	ITEM #1	ITEM #2	ITEM #3
IGS	no bid	no bid	\$35,000.00
AUTO WHOLESALERS	no bid	\$11,111.00	\$26,711.00
TRUCK & PARTS OF TAMPA	no bid	\$17,677.00	\$22,771.00
A G PRODUCTS	no bid	\$13,000.00	\$9,500.00
SHIPLEY	\$159,443.00 2000 Mack MR Front Loader	\$10,000.00 trade only	\$10,000.00 trade only

Certified by *J. Vice* P Vice Purch Mgr
Witness *B. Williams* 11/2/99 Date

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: November 18, 1999

SUBJECT: **RESPONSE TO BID 99-81**

The following is forwarded for your information:

Peterbilt of Springdale
Springdale, AR:

Dennis Martin current Sales Representative stated that the previous Rep had worked up the bid but did not follow through by sending it out to us. I had helped Mr. Rankin on several occasions to assist him in preparing his bid. He is no longer with Peterbilt. The Peterbilt chassis is in direct competition with the Mack.

Ron Blackwell Truck Center
Bentonville, AR:

Cody Manus stated he could not prepare a spec that was suitable for an application with a refuse body that was a front loader.

Sterling Trucks of Arkansas
Little Rock, AR

Don Robbins stated that the chassis that was available to him by the manufacturer was not compatible with a front loader sanitation body.

This unit is a very specialized piece of equipment. We only have 1 authorized Distributor for this style body in our area. This is J & R Equipment of Oklahoma City. The only other dealer is located in Memphis and does not service Northwest Arkansas.

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: November 12, 1999



SUBJECT: BID AWARD RECOMMENDATION 99-81
Project #98067

Attached is the Agenda Request for the Award of Bid 99-81 to the lowest qualified bidder meeting specifications for the Heavy Duty Cab & Chassis with Mounted Sanitation Body scheduled for replacement equipment for utilization in the Solid Waste Division. The Vendor for this purchase will be Shipley Motor Co., P.O.Box 250, Lowell, AR 72745, Vendor #1785. This is a budgeted item for the calendar year 1999.

The Bid Tabulation Sheet dated November 2, 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 Solid Waste Division, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. HD Cab & Chassis w/Mounted Sanitation Body

** Shipley Motor Co.
2000 Mack MR 688 S w/ Mounted Leach Body @ \$159,443.00. 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 1 COMPLETE UNIT:

ITEM 1. Shipley Motor Co.

1 unit

\$159,443.00

TOTAL BID AWARD: \$159,443.00

The budgeted amount for these items is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Sanitation Vehicles & Equipment, 9700-1920-5802.00 Project 98067. With the purchase of this unit at \$159,443.00 a balance of \$123,873.00 remains.

NOTICE TO BIDDER

BID NO. 99- 81

COMMODITY: HEAVY DUTY TRUCK CAB & CHASSIS WITH MOUNTED SANITATION BODY 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., NOVEMBER 2, 1999, for the furnishing of: **COMMODITY:**

HEAVY DUTY TRUCK CAB & CHASSIS WITH MOUNTED SANITATION BODY WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

**UNIT # 427 - 1991 MACK MR-688-S W/MOUNTED LEACH 2F 35 YARD
FRONT LOAD SANITATION BODY VIN: 1M2K195C1MM002623**

**UNIT # 428 - 1991 MACK RD-688S W/MOUNTED LEACH 2R11 25 YARD
REAR LOAD SANITATION BODY VIN: 1M2P2296C0MM010004**

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

3. 1991 Mack RD-688-S
w/Mounted Leach 2Rll
Rear Load Sanitation Body
VIN: 1M2P2296COMM010004
Current 117,XXX Miles
Unit # 428

\$ _____

NOTE: ITEM 2 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNIT LISTED IN ITEM #1. ITEM 3 WILL BE RELEASED UP ACCEPTANCE OF BID BY THE CITY OF FAYETTEVILLE.

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2 & 3**

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.

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**

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. MONDAY, OCTOBER 25, 1999 AND FRIDAY, OCTOBER 29, 1999 AND MONDAY, NOVEMBER 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.

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.

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 units 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.

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.

GVW RATING: 82,000 LBS

FRAME: 13.25" X 3.25" X .3125 Steel Combined Rating w/1/4" inside
channel reinforcement Section Modulus 26.06 cu.in./RBM
2,870,000 in lb per rail.

AXLES:

TANDEM DRIVE: 46,000 LB. Cap. 4.17 Ratio - Mack Tandem Model S-
462 or equal, with Camelback anti-sway Suspension
or equal, Bronze Trunnion Bushings with Transverse
Torque Rod.

INTERMEDIATE: 18,000 LB. Cap. Spring lift/Air down with manual
control and air gauge mounted in an easily
accessible location for the driver.

FRONT: 20,000 LB. Cap. Model FAW-20 Multi Leaf Spring
Suspension

ALTERNATOR: 110 AMP.

BATTERIES: 4 - Group 31 - 2600 CCA. w/Steel Box

FUEL SYSTEM: 70 Gal. Cap Steel Tank

COOLING SYSTEM: 1050 Sq. In. 3 Row Core Radiator, Silicone Hoses,
Filter/Conditioner.

STEERING: 592S Shepard Integral Hydraulic Power Assist 20.1:1 Ratio

WHEELS & TIRES: 8.25" Steel Disc 10 Hole Budd Type With 11-24.5 G-124
Goodyear Steel Belt Radial Tires on Drive Wheels and
Intermediate axle, 12.25" Aluminum Disc 10 Hole Budd with
425/65R22.5 G-286 Goodyear Steel Belt Radial Tires on
Steer Axles with necessary Ply Rating and Load Range
Rating to be compatible with required GVW. Steel Belt
Radial Tires of necessary Ply Rating and Load Range
Rating to be compatible with required GVW.

RADIO: O.E.M. AM/FM

FLOOR COVERING: Non-Skid Vinyl/Rubber

The bidder shall represent by his bid that all equipment bid is new and unused.

It is required that the unit as specified herein, shall be completely assembled, painted, and ready for operation.

If exception is taken, bidder must explain. (Use separate page if necessary.)

I. GENERAL

1. Refuse body to include the tailgate capacity to be a minimum of 30 cubic yards capacity, exclusive of hopper area.
2. Packer body must meet all applicable ANSI Safety standards.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

II. BODY

1. The body sides to be curved in the lower section, including the hopper, with a vertical upper side section. Body sides to be constructed of minimum 10 GA. 80,000 PSI steel, upper vertical portion and 3/16" 80,000 PSI lower curved portion.
2. The lower hopper sides are to be curved with a vertical upper section. The hopper sides are to be constructed of a minimum 10 GA. 80,000 PSI steel upper vertical portion and 3/16' 80,000 PSI steel lower curved portion.
3. Body must utilize a full length longitudinal center floor trough design as the main structural member. The floor trough is to be constructed of minimum 5/16' 80,000 PSI steel. The floor trough shall also provide 350 gallon liquid sump capacity.

2. The lift arms shall be hydraulically actuated with two 4-1/2" diameter x 42.00 stroke double acting cylinders. The lift arm cylinder shall have chrome plated and induction hardened rods and shall have a built-in deceleration feature. Lift arm deceleration valves actuated external to the lift arm cylinders are not acceptable.
3. The lift arms shall be bolted to the torque tube and be interchangeable with each other. The torque tube shall be minimum 4-1/2" outside diameter with a 1/2" wall and constructed of 50,000 PSI steel.
4. The lift arm assembly torque tube shall be bolted to the body through two 6-1/2" wide cast steel split bearing housings with bronze split bearings. The split bearings shall be cross grooved to ensure complete surface lubrication. The split bearings shall completely encompass the 4-1/2" torque tube and be field replaceable.
5. Fully adjustable and replaceable rubber lift arm stops shall be mounted on each side of the body.
6. The lift arms shall not obstruct or interfere with the opening of the truck cab doors on either side at any time during the dump cycle.
7. The entire lift arm assembly shall be removable for field servicing.
8. All pivot points to incorporate replaceable bronze bushings with lubrication fittings.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

V. CAB GUARD

1. A full length one piece cab guard shall be furnished with handles and "Grip Strut" material for operator convenience. Partial hinge type guards requiring the operator to tilt part of guard is not acceptable.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

VI. TOP DOOR

1. A hydraulically actuated one-piece sliding top door shall be provided to cover the hopper opening.
2. The top door cylinder shall be minimum 2-1/2" diameter x 98" stroke, double acting, and have a chrome plated rod.
3. The sliding top door shall be constructed of 12 gauge steel and reinforced with steel. The sliding top door shall operate in a track integral in the fixed side shields. The top door shall slide in the track on replaceable hi-density Polyethylene shoes. Steel on steel slides are not acceptable.
4. The sliding top door shall be operator-controlled from within the cab.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

VIII. PACKER/EJECTION PANEL

1. A hydraulically activated panel shall rapidly clear the hopper of refuse (auto-pack), compacting refuse in the body. Under operator control the panel must be able to compact refuse and eject the load. These functions shall be operator controlled from within the cab.
2. The packer/ejection panel shall be constructed of 10 GA AR200 steel upper and middle face sheets and 5/16" 80,000 PSI lower face sheet. The entire panel shall be supported and reinforced by vertical and horizontal box sections ribs.
3. The packing/ejection panel shall be supported on eight non-metallic, self-lubricating, "TIVAR 90" UHMW guide shoes. The guide shoes shall be replaceable without removing the packer/ejection Panel. The upper shoes shall be 1" X 3" X 24", and the lower shoes shall be 1-1/4" X 6" X 24". The guide shoes shall ride in 80,000 PSI steel guide channels which are integral with the body sides for extra strength. Parallel to the guide channels are 1/4" AR400 steel floor sheets to provide back-up as the "Tivar 90" wears down.
4. The packing/ejection panel shall incorporate "UHMW" wear strips, sides and bottom, which allow for minimal clearance between the panel and the body structure. Wear strips must be replaceable. Packing/ejection panels that do not have the wear strips are not acceptable.
5. The packing/ejection panel shall be operated by two horizontal mounted "crisscross" hydraulic cylinders. These cylinders shall be 3 stage telescopic, 6-1/4" x 5-1/4" x 4-1/4" bore, double acting, with chrome plated rods. The lower cylinder shall be mounted a minimum of 10" above the floor trough to prevent rod damage from debris. Both cylinders shall incorporate spherical bearings at each end to prevent side loading.
6. Packing force for the largest cylinder stage as applied to the vertical portion of the pack panel during max system pressure on large stage of pack cylinders shall be:
Force: 173,811 lbs.
7. Full eject operation not to exceed 45 seconds.

7. The pack/eject circuit must have a 'dump valve' that allows hydraulic oil to flow directly to the reservoir during the return of the pack/eject cylinders.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

X. CONTROLS

1. Controls for operation of all hydraulic functions shall be located in the cab, within easy access to the operator.
2. All the controls Shall be pneumatic and a joystick actuator must control the arm and triangle fork functions. All controls shall be clearly labeled to indicate function. These controls will actuate the following:
 - a. Triangle tilt control (joystick control)
 - b. Lift arm control (joystick control)
 - c. Packing/ejection control
 - d. Top door control
 - e. Rear door control
3. A manifold pneumatic circuit board must be utilized to minimize air lines and fittings. All pneumatic valves mounted to this manifold must be able to be removed and replaced without removing air lines.

XI. CYCLE TIMES

1. Cycle times for the following functions shall be maximum as listed based on 50 GPM Pump Output:

- a. Lift arms up and down: 13 seconds
- b. Sliding top door open/close; 21 seconds
- c. Packer to clear hopper & return: 26 seconds
- d. Load ejection and return: 52 seconds

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

XII. BODY LIGHTING AND WIRING

- 1. Body lighting must comply with FMVSS 108 regulations.
- 2. For maximum visibility, a light panel above the tailgate must also be provided, consisting of two 4" red stop/tail lights, two 4" amber turn signal lights, three individual I.D. lights, and one license plate bracket with light. All lights to be grommet mounted except the license plate light. The light panel is to have an integral junction box for all tailgate wiring connections.
- 3. All crimp style wire connectors outside of cab are to be of the heat shrink design to ensure moisture resistant connections.
- 4. All electrical junction boxes must be weatherproof utilizing gasket seals.

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

XIV. BODY MOUNTING

1. Mounting is to be done at the factory of the body manufacturer.
2. Factory mounting to incorporate a rear pivot assembly and front spring loaded brackets. Two, one each side, lateral restraints with wear plates on the chassis frame must be supplied.

MANDATORY REQUIREMENT FOR CONSIDERATION.

_____ **COMPLY AS PER MINIMUM SPECIFICATIONS STATED.**

_____ **DEVIATIONS/VARIATIONS/SUBSTITUTIONS LISTED AS FOLLOWS:**

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. **RON BLACKWELL FORD TRUCK CENTER**
P.O.BOX 608
BENTONVILLE, AR 72712
ATTN: CODY MANUS
501-756-9461
2. **OZARK TRUCK SALES**
P.O. BOX 6247
SPRINGDALE, AR 72766
501-756-1200
3. **BELL INTERNATIONAL, INC.**
P.O.BOX 25
SPRINGDALE, AR 72764
800-477-7436
4. **SHIPLEY MOTOR EQUIPMENT CO.**
P.O.BOX 250
LOWELL, AR 72745
Attn: Jim Lollis
501-631-7653 FAX: 501-770-6146
5. **Sterling Trucks of Arkansas, Inc.**
7200 S. University Ave
Little Rock, AR 72209
Attn: Don Robbins
877-977-2030 FAX: 501-562-1292
6. **Tulsa Truck**
P.O.Box 9546
Tulsa, OK 74157
Attn: Lee Sawin, Jr.
800-375-4979
7. **Peterbilt of Springdale**
P.O.Box 6310
Springdale, AR 72766
Attn: Bil Rankin
800-825-7383 FAX: 501-361-2128
8. **Northwest Arkansas Truck & Equip., Inc.**
P.O.Box 89
Springdale, AR 72765
Attn: Tim McConnell
800-495-4551 FAX: 501-751-0836

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

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

Bid 99-81**Bid 99-81, Item #1
A. 2. Page 21**

Unit #	Type	Yr.	Mdl.	Life	Cost	Replacement	M & O	Min. Mo.
4COM	PROPOSED FRT LOAD	2000	8		\$159,443.00	\$2,026.25	\$1,265.41	\$3,291.66

STAFF REVIEW FORM

XX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 1999

FROM:

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

ACTION REQUIRED:

Acceptance of the Highest Bidder for the sale of Item #3, Bid 99-81, a 1991 Mack RD-688-S with mounted Leach Sanitation Body from the City of Fayetteville for the sale price of \$35,000.00 The purchaser will be IGS, 10118 South ARK 265, Fayetteville, AR 72701. Receipt of this amount will be credited to Shop Fund Gain/Loss Sale of Assets.

COST TO CITY:

Cost:\$ Trade Allowance: Net Cost:\$

<u>\$ 35,000.00 (Revenue)</u> Cost of this Request	<u>\$ 100,000 (Revenue)</u> Category/Project Budget	<u> </u> Category/Project Name
<u>9700-0970-6881.02</u> Account Number	<u>\$ 132,167 (Revenue)</u> Funds Used To Date	<u> </u> Program Name
<u> </u> Project Number	<u>\$ 52,167 (Revenue)</u> Remaining Balance	<u>Shop</u> Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

Alfred Davis
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

11-18-99
Date

ADA Coordinator

Date

City Attorney

11-18-99
Date

Yolanda Fields
Internal Auditor

11-19-99
Date

P. Vice
Purchasing Officer

11-18-99
Date

STAFF RECOMMENDATION:

Acceptance of offer to purchase Item #3 Bid 99-81.

W.A. Oestreich
Division Head

11.17.99
Date

Cross Reference

Department Director

Date

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

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

11/19/99
Date

Orig Contract Date:

STAFF REVIEW FORM

Description: Approval of Sale - Bid 99-81

Meeting Date: December 7, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

BID: 99-81
 DATE: 11/2/99
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: HEAVY DUTY TRK CAB/CHASSIS with MOUNTED SEWER BODY

BIDDER	ITEM #1	ITEM #1	ITEM #2
--------	---------	---------	---------

IGS no bid no bid \$35,000.00

AUTO WHOLESALERS \$11,111.00 \$26,711.00

TRUCK & PARTS OF TAMPA \$17,677.00 \$22,771.00

A G PRODUCTS \$13,000.00 \$9,500.00

SHIPLEY \$159,443.00 \$10,000.00
 2000 Mack MR trade only
 Front Loader

Certified by _____ P Vice Purch Mgr
 _____ Witness _____ Date

3. 1991 Mack RD-688-S
w/Mounted Leach 2Rll
Rear Load Sanitation Body
VIN: 1M2P2296COMM010004
Current 117,XXX Miles
Unit # 428

\$ 35,000.00

NOTE: ITEM 2 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNIT LISTED IN ITEM #1. ITEM 3 WILL BE RELEASED UP ACCEPTANCE OF BID BY THE CITY OF FAYETTEVILLE.

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2 & 3**

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: I.C.S.

*BUSINESS ADDRESS: 10118 South Arw 265

*CITY: Fay *STATE: Arw *ZIP: 72701

*PHONE: 816-3861 *FAX:

*AUTHORIZED SIGNATURE: P. J. Smith

*TITLE: Owner

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

STAFF REVIEW FORM

Bid 99-82

A. 4. Page 1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 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 3 Heavy Duty Diesel Powered Trailer Mounted Air Compressors, Bid 99-82, Item #1, with the trade allowance for items #2, 3, & 4. The vendor for this purchase will be Scott Construction Equipment, 4831 N. Thompson, Springdale, AR 72764 (Vendor 3482).

COST TO CITY:

Cost: \$ 34,920.00 Trade Allowance: 5,700.00 Net Cost: \$ 29,220.00

\$ 29,220.00
 Cost of this Request

\$ 173,571.00
 Category/Project Budget

Repl/Exp Misc Veh/Equip
 Category/Project Name

9700-1920-5802.00
 Account Number

\$ 99,055.00
 Funds Used To Date

Vehicles & Equipment
 Program Name

98065
 Project Number

\$ 74,216.00
 Remaining Balance

Shop
 Fund

BUDGET REVIEW:

XX

Budgeted Item _____ Budget Adjustment Attached

[Signature] 11/18/99
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
 Accounting Manager

11-17-99
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

11-18-99
 Date

Internal Auditor

Date

[Signature]
 Purchasing Officer

11-17-99
 Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-82 with the Authorization to Purchase Item #1 and accept trade allowance for Items #2, 3, & 4.

[Signature]
 Division Head

11.15.99
 Date

Cross Reference

Department Director

Date

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

[Signature]
 Administrative Services Director

11/18/99
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

11/19/99
 Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Purchase - Bid 99-82

Meeting Date: December 7, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

BID : 99-82
 DATE: 11/12/99
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: DIESEL TRAILER MOUNTED AIR COMPRESSOR

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7	ITEM #8
SCOTT EQUIP	\$11,640.00 unit \$34,920.00 tot IngersolRand 185	\$1,500.00 trade only	\$2,100.00 trade only	\$2,100.00 trade only	no bid	no bid	no bid	no bid
MIDWESTERN EQUIP	\$12,650.00 unit \$37,950.00 tot Leroi 185	\$250.00	\$500.00	\$500.00	no bid	no bid	no bid	no bid
E A MARTIN	\$13,950.00 unit \$41,850.00 tot Atlas Copco 96	\$1,850.00	\$2,250.00	\$2,250.00	no bid	no bid	no bid	no bid
CLARK MACHINERY	\$13,210.00 unit \$36,630.00 tot Leroi 185	no bid	no bid	no bid	no bid	no bid	no bid	no bid
PAUL'S TRACTOR	no bid	\$1,000.00	no bid	no bid	\$175.00 5,6,7 all or none	see #5	see #5	\$27.50
CULVER TRUCK SALES	no bid	\$1,255.00	\$1,255.00	\$1,255.00	\$126.00	\$126.00	\$126.00	\$32.50
BOB REYNOLDS	no bid	no bid	no bid	no bid	no bid	\$35.00	\$35.00	no bid

Certified by P. Vice P Vice Purch
 Witness B. Williams 11/12/99 Date

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: November 12, 1999

SUBJECT: BID AWARD RECOMMENDATION 99-82
Project #98065

Attached is the Agenda Request for the Award of Bid 99-82 to the lowest qualified bidder meeting specifications for the Heavy Duty Diesel Powered Trailer Mounted Air Compressor scheduled for replacement equipment for utilization in the Street Maintenance Division and the Water/Sewer Maintenance Division. The Vendor for this purchase will be Scott Construction Equipment, 4831 N. Thompson, Springdale, AR 72764, Vendor #3482. These are budgeted items for the calendar year 1999.

The Bid Tabulation Sheet dated November 12, 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 the Street Maintenance Division, Water/Sewer Maintenance Division, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. Heavy Duty Diesel Powered Trailer Mounted Air Compressor

**** Scott Construction Equipment**
1999 Ingersoll Rand Mdl 185 Compressor at \$11,640.00. 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 3 COMPLETE UNITS:

ITEM 1.	Scott Construction Equipment	
	3 units at \$11,640.00	\$ 34,920.00

LESS TRADE ALLOWANCES AS FOLLOWS:

ITEM 2.	Unit 903-1984 Sullair 185--CREDIT	<\$1,500.00>
ITEM 3.	Unit 920-1989 Sullair 185--CREDIT	<\$2,100.00>
ITEM 4.	Unit 921-1989 Sullair 185--CREDIT	<\$2,100.00>

TOTAL CREDIT <\$5,700.00>

TOTAL BID AWARD: \$29,220.00

The budgeted amount for these items is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Other Vehicles & Equipment, 9700-1920-5802.00 Project 98065. With the purchase of these units at \$29,220.00 a balance of \$44,996.00 remains.

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS

501-444-3494

INVITATION TO BID

BID #: 99-82

DATE ISSUED: November 1, 1999

DATE & TIME OF OPENING: November, 12, 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.	Diesel Powered Trailer Mounted Air Compressor per Item #1 of Specifications Attached	3	\$ _____	\$ _____

***GUARANTEED DELIVERY SCHEDULE:** _____

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

		*PRICE:
2.	UNIT 903 1984 SULLAIR 185 COMPRESSOR VIN: 004-85875 CHD	\$ _____
3.	UNIT 920 1989 SULLAIR 185 COMPRESSOR VIN: 102324	\$ _____
4.	UNIT 921 1989 SULLAIR 185 COMPRESSOR VIN: 102348	\$ _____

5. FA#2599 1.5 KW HOL-GAR
PORTABLE GENERATOR
VIN: 35692 \$ _____
6. 3.0 KW HOLLINGSWORTH
PORTABLE GENERATOR
VIN: KA-68-07949 \$ _____
7. 3.0 KW HOLLINGSWORTH
PORTABLE GENERATOR
VIN: KA-73-0030378 \$ _____
8. 5 CFM MELLEY
PORTABLE COMPRESSOR
PARTS ONLY
NSN \$ _____

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

***BIDDER IMPOSED RESTRICTIONS ON ITEMS 2, 3, 4, 5, 6, 7 & 8**

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 99-82
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 Road., 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, 7 & 8**

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. MONDAY, NOVEMBER 1, 1999 AND FRIDAY, NOVEMBER 5, 1999 AND MONDAY, NOVEMBER 8, 1999 THROUGH TUESDAY, NOVEMBER 9, 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 - 82

BASIC SPECIFICATIONS
TRAILER MOUNTED DIESEL POWERED AIR COMPRESSOR

General Specification Requirements are as follows for TRAILER MOUNTED DIESEL POWERED AIR COMPRESSOR. 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. A copy of the warranty shall be provided with the Bid clearly indicating Time and Operating Hour limitations.

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. TRAILER MOUNTED DIESEL POWERED AIR COMPRESSOR

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

TYPE: Self-contained, fully-enclosed, heavy-duty portable air compressor, approximate shipping weight: 2600 lb., approximate working weight: 3000 lbs..

CAPACITY: 185 CFM Free air at 100 PSI. 75 - 125 Operating Pressure Range

COMPRESSOR: Oil flooded rotary screw, 3.5 Gallon oil capacity, with Direct Drive Coupling.

ENGINE: Water cooled, four cylinder, 4 cycle diesel with a minimum of 239 CID, 80 HP. Rated speed not to exceed engine manufacturers published rated speed for compressor operation. John Deere Model CD4039D equipped w/2 gallon oil capacity.

STARTER: Electric, 12 Volt-w/865 CCA Maintenance Free Battery, Minimum.

AIR INTAKE FILTER: 2-stage dry type. Separate filters for compressor and engine on all models.

AIR RECEIVER: 6.7 Gallon, 175 PSI working pressure. ASME code approved construction, equipped with ASME air pressure relief valve located upstream of the final oil separator, and two 3/4 inch service valves.

MOUNTING: Leaf Spring Suspension w/Two wheel trailer pneumatic tires, 15" - 4 Ply Rating, Adjustable Jack w/Swivel Caster. 65" Track, 75" overall width, 150" maximum length including rear bumper.

BRAKES: Electric Brakes w/Breakaway Switch and Hand Parking Brake.

INSTRUMENT PANEL: Front Mount Lockable, Includes voltmeter, hour meter, fuel gauge, coolant temperature gauge, engine oil pressure gauge, compressor air pressure gauge, Air cleaner service indicators, & start-stop control.

CONTROL: 100% stepless demand type controlling engine speed.

COOLING SYSTEM: Sufficient engine and compressor cooling to operate at rated air delivery and pressure continuously in 120 degrees Fahrenheit ambient temperatures, with protection to -30 degrees Fahrenheit..

PROTECTIVE CIRCUIT: Automatic shutdown of machine in case of high compressor temperature, high engine coolant temperature, or low engine oil pressure.

FUEL TANK: Sufficient fuel tank capacity for full shift operation with lockable cap.

GENERAL: Compressor to be equipped No Load Start Up Switch, safety tow chains with

grab hooks, automatic blowdown valve, minimum pressure valve with integral check valve, adjustable height removable draw bar with 3 inch diameter lunette eye, single lifting eye, lockable curbside tool compartment, lockable doors and removable canopy. Two Stop, Tail and Turn indicator lamps, Two 50' Air Hoses with reels, Machine designed to meet EPA sound level requirements of 78 d.b.a. at 7 meters.

NOTICE TO BIDDER

BID NO. 99- 82

COMMODITY: TRAILER MOUNTED DIESEL POWERED AIR COMPRESSOR 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., NOVEMBER 12, 1999, for the furnishing of: COMMODITY:

TRAILER MOUNTED DIESEL POWERED AIR COMPRESSOR WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

UNIT # 903 - 1989 SULLAIR 185 CFM AIR COMPRESSOR
VIN: 004-85875-CHD

UNIT # 920 - 1989 SULLAIR 185 CFM AIR COMPRESSOR
VIN: 102324

UNIT # 921 - 1989 SULLAIR 185 CFM AIR COMPRESSOR
VIN: 102348

FA #2599 1.5 KW HOL-GAR PORTABLE GENERATOR
VIN: 35692

3.0 KW HOLLINGSWORTH PORTABLE GENERATOR
VIN: KA-68-07949

3.0 KW HOLLINGSWORTH PORTABLE GENERATOR
VIN: KA-73-0030378

5 CFM MELLEY PORTABLE COMPRESSOR
PARTS ONLY NSN

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 11/3/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.#_____

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
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

35. **Lawrence Motors**
P.O.Box 472
Morton Grove, IL 60053
773.693.2060 FAX 773.693.9560
Att: Lawrence Van De Walle Email: lawrencemotors@hotmail.com
36. **Asia Motors, Inc.**
1659 W. Grand Ave.
Chicago, IL 60622
312.733.1777 (888.741.1777) FAX 312.733.1745

Bid 99-82

Unit #	Type	Yr. Mdl.	Life	Cost	Repl. Mo.	M & O	Minimum
9TMC	PROP DIESEL COMP	2000	6	\$11,640.00	\$184.30	\$119.60	\$303.90

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 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 a Regular Cab Dual Rear Wheel 4 X 4 Pick Up Truck, Bid 99-83, Item #1. The vendor for this purchase will be Carthage Ford-Mercury. P.O. Box 417, Carthage, MO 64836 (Vendor Pending).

COST TO CITY:
Cost: \$ 29,554.00 Trade Allowance: N/A Net Cost: \$ 29,554.00

\$ 29,554.00 \$ 30,000.00 Repl/Exp Fire Veh/Equip
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

99045 \$ 30,000.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

11/18/99
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Kramer
Accounting Manager

11-18-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

11-18-99
Date

Yolanda Field
Internal Auditor

11-19-99
Date

P. Vice
Purchasing Officer

11-17-99
Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-83 with the Authorization to Purchase Item #1.

W.A. Oestreich
Division Head

11.16.99
Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Department Director
[Signature]
Administrative Services Director

Date
11/18/99
Date

[Signature]
Mayor

11/19/99
Date

STAFF REVIEW FORM

Meeting Date: December 7, 1999

Description: Approval of Purchase - Bid 99-83

Reference Comments:

Comments:

Budget Coordinator:

Replacement + Motor Pool are not
correctly budgeted for 2000 for this
item.

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council
THRU: John Maguire, Administrative Services Director
THRU: Peggy Vice, Purchasing Manager
FROM: W. A. Oestreich, Fleet Operations Superintendent
DATE: November 15, 1999
SUBJECT: **BID AWARD RECOMMENDATION 99-83**
Project #99045

Attached is the Agenda Request for the Award of Bid 99-83 to the lowest qualified bidder meeting specifications for the Regular Cab Dual Rear Wheel 4 X 4 Pick Up Truck scheduled for replacement equipment for utilization in the Fire Department. The Vendor for this purchase will be Carthage Ford-Mercury, Box 417, Carthage, MO 64836, Vendor #Pending. This is a budgeted item for the calendar year 1999.

The Bid Tabulation Sheet dated November 15, 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 the Fire Chief, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. Regular Cab Dual Rear Wheel 4 X 4 Pick Up Truck

** Carthage Ford-Mercury
2000 Ford F-350 at \$29,554.00. 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 1 COMPLETE UNIT:

ITEM 1.	Carthage Ford-Mercury	
	1 unit at \$29,554.00	\$29,554.00

TOTAL BID AWARD: \$29,554.00

The budgeted amount for this item is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Fire Vehicles & Equipment, 9700-1920-5802.00 Project 99045. With the purchase of this unit at \$29,554.00 a balance of \$446.00 remains.

1-83
11/15/99
11:00 AM
JE FAYETTEVILLE

DESCRIPTION: DUAL REAR WHEEL DIESEL PICKUP

Bid 99-83
A. 5. Page 5

BIDDER	ITEM #1	ITEM #2
TRACTOR	no bid	\$750.00
TROY CLUNTON HUTCHENS	no bid	\$2,699.01
DARRELL MEREDITH TRK SALES	no bid	\$1,888.00
CULVER TRK SALES	no bid	\$1,055.00
RON BLACKWELL FORD	\$30,931.50	no bid
LEWIS FORD SALES	\$31,806.00	\$2,500.00 trade-in only
CARTHAGE FORD/MERCURY (1)	\$29,554.00 Bus Andrews	no bid
CARTHAGE FORD/MERCURY (2)	\$29,921.00 Davis Trailer	no bid

Certified by P Vice
P Vice Purch Mgr

Witness B. Williams Date 11/15/99

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701
FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 99-83

DATE ISSUED: November 3, 1999

DATE & TIME OF OPENING: November 15, 1999 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 90 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* TOTAL PRICE:
1.	Regular Cab DRW 4 X 4 Pick Up per Item #1 of Specifications Attached	1	\$ _____

***GUARANTEED DELIVERY SCHEDULE:** _____

ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

2.	1974 IHC 3/4 TON 4X4 SRW Pick Up 10,XXX Actual Miles VIN: 4Q2CODHB58705 Unit # 17	\$ _____
----	--	----------

NOTE: ITEM 2 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNIT LISTED IN ITEM #1.

***BIDDER IMPOSED RESTRICTIONS ON ITEM 2**

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 99-83
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 ITEM ONLY
ITEM # 2**

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. MONDAY, NOVEMBER 8, 1999 THRU WEDNESDAY NOVEMBER 10, 1999 AND FRIDAY, NOVEMBER 12, 1999.
7. Questions regarding this item 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 - 83
BASIC SPECIFICATIONS

REGULAR CAB DRW 4 X 4 PICKUP TRUCK

General Specification Requirements are as follows for REGULAR CAB DRW 4 X 4 PICKUP TRUCK. 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.

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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 supplied including CD if available.

ITEM 1. REGULAR CAB DRW 4 X 4 PICKUP TRUCK

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab w/8' Pick Up Box

WHEELBASE: 137"

DIESEL ENGINE: 8 CYL. MINIMUM ONLY: 7.3 Liter Turbo Charged, 235 H.P.
@ 2600 R.P.M., 500 Ft. Lb. @ 1800 R.P.M.-120 Volt Engine
Block Heater, Dry Type Air Cleaner with Restriction Indicator,
Spin-On Fuel Filters.

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: Automatic with 4 Forward Speeds, Transmission Cooler,
External Oil Cooler.

TRANSFER CASE: Electric Shift on the Fly

GVW RATING: 12,500 LBS

FRONT AXLE: 4,700 LB. Cap. W/4,700 LB. Cap. Heavy Service Springs, w/
Stabilizer Bar, w/Automatic Locking Hubs

DRIVE AXLE: DRW 10,000 LB. CAP. Limited Slip 3.73 Ratio W/8,250 LB.
CAP. Springs w/Stabilizer Bar, Auxiliary Springs

ALTERNATOR: Dual 110 AMP.

BATTERIES: Dual 750 CCA.

FUEL SYSTEM: 38 Gal. Capacity Mid-Mount Tank

STEERING: Power Assist, w/External Oil Cooler, Adjustable (Tilt) Steering
Column

WHEELS & TIRES: 3 - 16 x 6 Steel Disc, 4 - Polished Aluminum Wheels - 8
Hole w/LT235/85Rx16 All Terrain BSW Tires including steel
disc spare.

RADIO: O.E.M. AM/FM Cassette w/Clock

FLOOR COVERING: Non-Skid Vinyl/Rubber

SEAT: 40/20/40 Split Bench Seat.

CAB: Equipped with O.E.M. Heater and Air Conditioner w/R134a
Refrigerant capable of maintaining sufficient temperature
control and air flow for operator comfort. Power Windows,
Power Locks, Cab Steps, Chrome Front Bumper, Chrome
Rear Step Bumper.

COLOR: EXTERIOR-Red INTERIOR-Grey

WIPERS: 2 Speed w/Intermittent Feature

MIRRORS: Left/Right Extendable, with Convex Mirrors.

GLASS: Tinted, Maximum Glass area offered by the Manufacturer
shall be made available.

BRAKE SYSTEM: Power Vacuum Boost Assist, 4 Wheel ABS, 4 Wheel Disc,
w/electronic trailer brake controller and 7 Wire Harness.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker
Lamps, Frame Mounted Front Tow Hooks, Lap and Shoulder
Retractable Seat Belts, Interior Sun Visor-Both Sides,
Electronic Tachometer and Speedometer w/Odometer & Trip
Odometer, Voltmeter, Oil Pressure Gauge, Engine Coolant
Temperature Gauge and Fuel Gauge, Receiver Hitch w/2"
Ball/Pintle Hook attachment, Federal Signal All Light Street
Hawk Light Bar w/ 4 Red Rotators, 1 Red Wig/Wag and 2

Clear Wig/Wag under 3 Clear Domes, 2 Clear Take Downs,
2 Clear Alley Lights, 2 Red Flashers facing forward and 4
Amber Flashers facing to the rear, complete with mounting
hooks and mounting brackets with SW300-012 Federal Signal
6 Function Switch.

NOTICE TO BIDDER

BID NO. 99- 83

COMMODITY: DUAL REAR WHEEL DIESEL POWERED PICK UP TRUCK 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., NOVEMBER 15, 1999, for the furnishing of: COMMODITY:

DUAL REAR WHEEL DIESEL POWERED PICK UP TRUCK WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

1974 IHC 3/4 TON 4X4 SRW Pick Up 10,XXX Actual Miles
VIN: 4Q2CODHB58705 Unit # 17

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 11/6/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.# _____

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #: 8830 Vendor Name: NWA TIMES

Address: P.O. BOX 1607

City: FAYETTEVILLE

State: AR

Zip: 72702

FOB Point: Fayetteville, AR

Ship To Code: 50

*Requester's Employee#: 241

Requester: Oestreich

Account Number: 9700-1920-5301.00

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Inventory #	Fixed Asset #
1	Advertisement for Bid 99-83			\$0.00	\$0.00	98063	
2	To Appear 11/6/99			\$0.00	\$0.00		
3				\$0.00	\$0.00		
4				\$0.00	\$0.00		
5				\$0.00	\$0.00		
6				\$0.00	\$0.00		
7				\$0.00	\$0.00		
8				\$0.00	\$0.00		
9				\$0.00	\$0.00		
10				\$0.00	\$0.00		
11				\$0.00	\$0.00		
	SHIPPING/HANDLING			\$0.00	\$0.00		

Special Instructions:

Subtotal: \$0.00
Tax: \$0.00
TOTAL: \$0.00

Approvals: _____
Mayor: _____
Admin. Services Director: _____
Department Director: _____
Budget Coordinator: _____
Purchasing Manager: _____
Data Processing Mgr: _____

BIDDERS LIST

1. Ron Blackwell Ford
P.O.Box 608
Bentonville, AR 72712
Attn: P. Cody Manus
800-238-9289 FAX 501-464-0984
2. Jones Olds-GMC
3535 N. College
Fayetteville, AR 72703
Attn: Duane Mathews
501-521-7281
3. Nelms Chevrolet
2403 N. College
Fayetteville, AR 72703
501-442-4201
4. Lewis Ford Sales
3373 N. College
Fayetteville, AR 72703
Attn: Ron Masters
501-442-5301
5. Springdale Dodge-Chrysler-Plymouth
2308 S. Thompson
Springdale, AR 72764
501-751-4563
6. Lewis Chrysler-Plymouth-Dodge Inc.
3311 N. College
Fayetteville, AR 72703
501-442-7552
7. Joplin Ford-Lincoln-Mercury
3000 Range Line Road
Joplin, Mo 64804
417-623-5660 FAX-417-623-7305
8. Carthage Ford - Mercury
P.O.Box 417
Carthage, MO 64836
Att: Rick Wilton
417-358-4037 800-573-1068 FAX-417-358-8505

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

35. **Lawrence Motors**
P.O.Box 472
Morton Grove, IL 60053
773.693.2060 FAX 773.693.9560
Att: Lawrence Van De Walle Email: lawrencemotors@hotmail.com
36. **Asia Motors, Inc.**
1659 W. Grand Ave.
Chicago, IL 60622
312.733.1777 (888.741.1777) FAX 312.733.1745

Bid 99-83

Unit #	Type	Yr. Mdl.	Life	Cost	Repl	M & O	Minimum
2FIRE	PROP 1 TON DUALY	2000	6	\$29,554.00	\$467.94	\$243.81	\$711.75
2FIRE	PROP 1 TON DUALY	2000	8	\$29,554.00	\$375.58	\$197.63	\$573.21
2FIRE	PROP 1 TON DUALY	2000	10	\$29,554.00	\$320.17	\$169.92	\$490.09
2FIRE	PROP 1 TON DUALY	2000	12	\$29,554.00	\$283.23	\$151.45	\$434.68

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 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 a Crew Cab Dual Rear Wheel 4 X 4 Cab & Chassis with mounted 3-Way Dump, Bid 99-84, Item #1. The vendor for this purchase will be Carthage Ford-Mercury. P.O. Box 417, Carthage, MO 64836 (Vendor Pending).

COST TO CITY:

Cost: \$ 37,548.00 Trade Allowance: N/A Net Cost: \$ 37,548.00

\$ 37,548.00 \$ 632,544.00 Repl/Exp Lt/Med Util Veh
 Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 287,315.00 Vehicles & Equipment
 Account Number Funds Used To Date Program Name

98063 \$ 345,229.00 Shop
 Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

11/18/99
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

11-17-99 _____
 Accounting Manager Date ADA Coordinator Date
11-18-99 _____
 City Attorney Date Internal Auditor Date
11-17-99 _____
 Purchasing Officer Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-84 with the Authorization to Purchase Item #1.

W.A. Oestreich 11.17.99
 Division Head Date

Cross Reference

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

Department Director _____
John Maguire 11/18/99
 Administrative Services Director Date
Fred Hanna 11/19/99
 Mayor Date

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Purchase - Bid 99-84

Meeting Date: December 7, 1999

Comments:

Budget Coordinator:

Motor Pool + replacement charges are
not currently budgeted for this
unit.

Accounting Manager:

Reference Comments:

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: November 16, 1999

SUBJECT: **BID AWARD RECOMMENDATION 99-84**
Project #98063

Attached is the Agenda Request for the Award of Bid 99-84 to the lowest qualified bidder meeting specifications for the Crew Cab Dual Rear Wheel 4 X 4 w/3 Way Dump scheduled for replacement equipment for utilization in the Fire Department. The Vendor for this purchase will be Carthage Ford-Mercury, Box 417, Carthage, MO 64836, Vendor #Pending. This is a budgeted item for the calendar year 1999.

The Bid Tabulation Sheet dated November 15, 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 Street Maintenance Division, Fleet Operations Personnel and the Equipment Committee.

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

ITEM 1. Crew Cab Dual Rear Wheel 4 X 4 w/ 3 Way Dump

** Carthage Ford-Mercury
2000 Ford F-350 at \$37,548.00. This bid was accepted due to the compliance with Specifications without variances and should provide a unit that will to be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS 1 COMPLETE UNIT:

ITEM 1.	Carthage Ford-Mercury	
	1 unit at \$37,548.00	\$37,548.00

TOTAL BID AWARD: **\$37,548.00**

The budgeted amount for this item is from the Shop Fund Capital Expenditures Program, Vehicles and Equipment, Replacement/Expansion Light Medium Utility Vehicles and Equipment, 9700-1920-5802.00 Project 98063. With the purchase of this unit at \$37,548.00 a balance of \$307,681.00 remains.

BID: 99-84
DATE: 11/15/99
TIME: 11:30 AM
CITY OF FAYETTEVILLE

DESCRIPTION: DUAL REAR WHEEL DUMP TRUCK

BIDDER	ITEM #1	ITEM #2
--------	---------	---------

CULVER TRUCK SALES	no bid	\$1,666.00
DARRELL MEREDITH TRK SALES	no bid	\$688.00
RON BLACKWELL FORD	\$39,200.50	no bid
CARTHAGE FORD/MERCURY (1)	\$39,933.00 Davis Trailer	no bid
CARTHAGE FORD/MERCURY (2)	\$37,548.00 Bus Andrews	no bid
LEWIS FORD	\$39,925.00	\$2,250.00 trade-in only
SHAWNEE MISSION FORD	\$38,736.00	\$800.00 no restrictions

Certified by P Vice P Vice Purch Mgr

B. Williams 11/15/99
Witness Date

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 99-84

DATE ISSUED: November 3, 1999

DATE & TIME OF OPENING: November 15, 1999 - 11:30 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 90 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* TOTAL PRICE:
1.	Crew Cab DRW 4X4 3 -Way Dump per Item #1 of Specifications Attached	1	\$ _____

***GUARANTEED DELIVERY SCHEDULE: _____**

ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

2.	1985 GMC Sierra 3500 Series 4 X 4 SRW Crew Cab Pick Up VIN: 1GTHK33JOFS531344 Unit # 226	\$ _____
----	---	----------

NOTE: ITEM 2 WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNIT LISTED IN ITEM #1.

BIDDER IMPOSED RESTRICTIONS ON ITEM 2

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 99-84
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 ITEM ONLY
ITEM # 2**

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. MONDAY, NOVEMBER 8, 1999 THRU WEDNESDAY, NOVEMBER 10, 1999 AND FRIDAY, NOVEMBER 12, 1999.
7. Questions regarding this item 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 - 84

BASIC SPECIFICATIONS

CREW CAB DRW 4 X 4 - 3 WAY TIPPER DUMP TRUCK

General Specification Requirements are as follows for a CREW CAB DRW 4 X 4 PICKUP TRUCK. 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 provided including CD if applicable.

ITEM 1. CREW CAB DRW 4 X 4 - 3 WAY TIPPER DUMP TRUCK

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.
MINIMUM SPECIFICATIONS ONLY**

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	176"
DIESEL ENGINE:	8 CYL. MINIMUM ONLY: 7.3 Liter Turbo Charged, 235 H.P. @ 2600 R.P.M., 500 Ft. Lb. @ 1800 R.P.M.-120 Volt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Spin-On Fuel Filters, w/Auxiliary Idle Control.

**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: 4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take Off position.

TRANSFER CASE: Electric Shift on the Fly

GVW RATING: 12,500 LBS

FRONT AXLE: 4,700 LB. Cap. W/4,700 LB. Cap. Heavy Service Springs, w/ Stabilizer Bar, w/Automatic Locking Hubs

DRIVE AXLE: DRW 10,000 LB. CAP. Limited Slip 3.73 Ratio W/8,250 LB. CAP. Springs w/Stabilizer Bar, Auxiliary Springs

ALTERNATOR: Dual 110 AMP.

BATTERIES: Dual 750 CCA.

FUEL SYSTEM: 38 Gal. Capacity Mid-Mount Tank

STEERING: Power Assist, w/External Oil Cooler, Adjustable (Tilt) Steering Column

WHEELS & TIRES: 7 - 16 x 6 Steel Disc - 8 Hole w/LT235/85Rx16 All Terrain BSW Tires including matching disc spare.

RADIO: O.E.M. AM/FM w/Clock

FLOOR COVERING: Non-Skid Vinyl/Rubber

SEAT: H.D Knitted Vinyl Bench Seat.

CAB: Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort. Cab Steps, Rear Step Bumper.

COLOR: EXTERIOR-White INTERIOR-Grey

WIPERS: 2 Speed w/Intermittent Feature

MIRRORS: Left/Right Extendable with Convex Mirrors.

GLASS: Tinted, Maximum Glass area offered by the Manufacturer shall be made available.

BRAKE SYSTEM: Power Vacuum Boost Assist, 4 Wheel ABS, 4 Wheel Disc, w/electronic trailer brake controller and 7 Wire Harness.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Lap and Shoulder Retractable Seat Belts, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer & Trip Odometer, Voltmeter, Oil Pressure Gauge, Engine Coolant Temperature Gauge and Fuel Gauge, Receiver Hitch w/2" Ball/Pintle Hook attachment.

BODY: **CAPACITY:** Body shall be 8 feet long with 2 to 3 cubic yard capacity, water level load. Side height shall be 10 inches, tailgate height shall be 16 inches, front shall be 35 inches with a 10 inch cab protector and slotted window. Inside width shall be 84 inches.

SIDES AND ENDS: Shall be fabricated 12 gauge high strength alloy steel with a minimum yield strength of 50,000 PSI. Front shall be 35 inches tall with one horizontal brace. Sides shall have bolt on side board pockets 2 inches wide to allow extending sides 6 inches to height of tailgate. Sides shall have both front and rear corner pillars full height and extended to bottom of side rubrail. Side rubrail shall have 45 degree slope for self cleaning. All welds shall be continuous to prevent entrance and entrapment of moisture. Sides shall fold down to horizontal position level with floor, folding mechanism shall be activated by an efficient single lever trip release.

TAILGATE: Shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Fully boxed upper and lower rails shall be sloped 45 degrees to be self cleaning, all to be continuous welded. Upper tailgate hinges shall be 1 inch flame cut and offset forward approximately 5 inches and shall have a 1 1/4 inch diameter pin. There shall be upper and lower dog-leg slotted chain keepers welded to the rear corner pillars to control tailgate opening at bottom, and there shall be sufficient chain to allow tailgate to lay flat approximately flush with the floor when hinged at bottom.

FLOOR AND UNDER STRUCTURE: Floor shall be 12 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. The under structure shall be H frame box type with 5 1/2 foot hinge pivots mounted just below the floor, level on sides and rear, effectively reducing mounting height to not more than 11 inches and suitable for required stability.

TAILGATE LATCH: Shall be retractable type latch with minimum of 1 inch flame cut latch finger. Control lever shall be located at left front corner of dump body.

LIGHTS AND REFLECTORS: Shall meet Federal FMVSS No. 108.

HOISTS: Hoist shall be five stage telescopic NTEA/TBEA Class 10. The cylinder shall be chromed with a collapsed over all length of 10 1/4 inches. Diameter shall be 5 inch, 4 1/2 inch, 3 1/2 inch, 2 3/4 inch, 2 inch with a total stroke of 30 inches. The hoist shall pivot on greaseless double-trunnion mount hoist base and double shaft upper body mountings. A body prop shall be provided to support empty body in raised position for servicing.

HINGES AND CONTROL: The directional hinges shall be extra heavy duty and operated by hydraulic cylinders. Control panel shall be mounted inside the cab, convenient to the operator. Indicator lights will show body operations being used. Safety switches shall monitor operation, making it impossible to operate unit incorrectly. Hoist will not operate until one hinge is fully engaged and the other two fully retracted. Hinges shall not operate with the body in raised position. **HYDRAULIC:** PTO & Hydraulic pump shall be 6 G.P.M. gear pump at 1000 RPM. Operating pressure shall be 1500 PSI. Pump shall have sufficient capacity to raise dump body to full dump angle in 13 seconds in any direction.

CAB PROTECTOR: 10 inch cab protector is required w/Grote 7622 Amber Rotating Beacon mounted on each side with self leveling bracket.

NOTICE TO BIDDER

BID NO. 99- 84

COMMODITY: DUAL REAR WHEEL DIESEL POWERED 3 WAY TIPPER DUMP TRUCK 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 11:30 A.M., NOVEMBER 15, 1999, for the furnishing of: COMMODITY:

DUAL REAR WHEEL DIESEL POWERED 3 WAY TIPPER DUMP TRUCK WITH THE SALE OR TRADE OF USED EQUIPMENT LISTED BELOW:

1985 GMC Sierra 3500 Series - 4 X 4 SRW Crew Cab Pick Up
VIN: 1GTHK33JOFS531344 Unit # 226

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 11/6/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.#_____

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:		8830		Vendor Name:		NWA TIMES		Requestion No.:		Date:	
Address:		P.O. BOX 1607		FOB Point:		Fayetteville, AR		P.O. Number:		Expected Delivery Date:	
City:		FAYETTEVILLE		Ship To Code:		50		Yes		No	
State:		AR		Zip:		72702		Taxable:		Yes	
Requester:		Oestreich		Requester's Employee#:		241		Extension:		495	
Description:		Account Number:		Project/SubProject Number:		Inventory #		Fixed Asset #			
Item		Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	9700-1920-5301.00	98063			
1	Advertisement for Bid 99-84			\$0.00	\$0.00						
2	To Appear 11/6/99				\$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: _____
 Mayor: _____
 Admin. Services Director: _____
 (for purchasing office use only)
 Department Director: _____
 Budget Coordinator: _____
 Purchasing Manager: _____
 Data Processing Mgr: _____

BIDDERS LIST

1. Ron Blackwell Ford
P.O.Box 608
Bentonville, AR 72712
Attn: P. Cody Manus
800-238-9289 FAX 501-464-0984
2. Jones Olds-GMC
3535 N. College
Fayetteville, AR 72703
Attn: Duane Mathews
501-521-7281
3. Nelms Chevrolet
2403 N. College
Fayetteville, AR 72703
501-442-4201
4. Lewis Ford Sales
3373 N. College
Fayetteville, AR 72703
Attn: Ron Masters
501-442-5301
5. Springdale Dodge-Chrysler-Plymouth
2308 S. Thompson
Springdale, AR 72764
501-751-4563
6. Lewis Chrysler-Plymouth-Dodge Inc.
3311 N. College
Fayetteville, AR 72703
501-442-7552
7. Joplin Ford-Lincoln-Mercury
3000 Range Line Road
Joplin, Mo 64804
417-623-5660 FAX-417-623-7305
8. Carthage Ford - Mercury
P.O.Box 417
Carthage, MO 64836
Att: Rick Wilton
417-358-4037 800-573-1068 FAX-417-358-8505

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

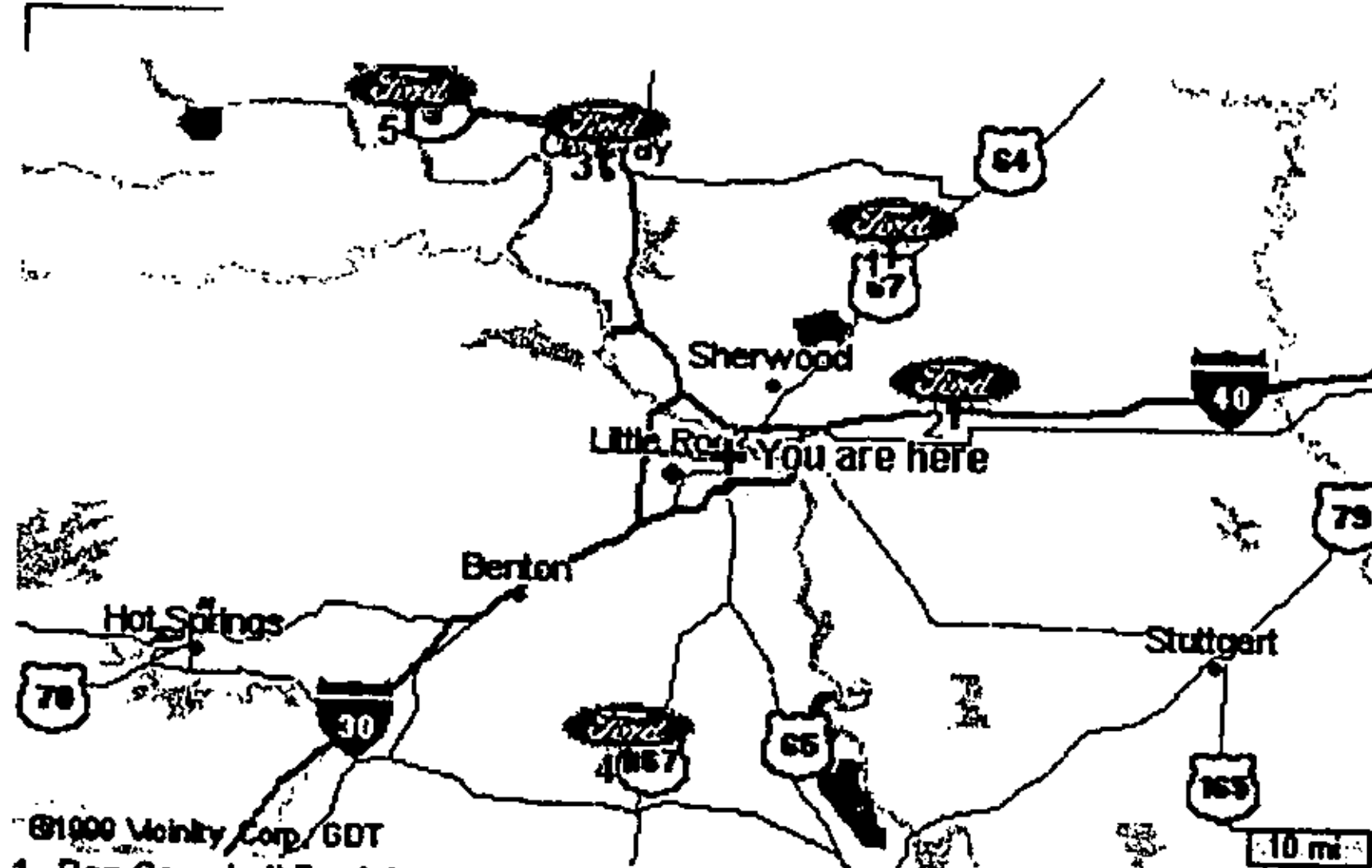
- 19. Mountain Creek Real Estate Co.**
P.O.Box 520
Huntsville, AR 72740
Attn: Bill G. Cotton
501-456-2547 Fax 501-738-6262
- 20. Raymond E. Purser**
P.O.Box 1489
Huntsville, AR 72740
501-738-6420
- 21. SITC Services Corp.**
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372
- 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

35. **Lawrence Motors**
P.O.Box 472
Morton Grove, IL 60053
773.693.2060 FAX 773.693.9560
Att: Lawrence Van De Walle Email: lawrencemotors@hotmail.com
36. **Asia Motors, Inc.**
1659 W. Grand Ave.
Chicago, IL 60622
312.733.1777 (888.741.1777) FAX 312.733.1745

VEHICLES
 FINANCING
 SERVICE
 CORPORATE
 BETTER IDEAS

Dealer CONNECTION



81000 Volinky Corp/GDT
 1 - Ron Campbell Ford, Inc.
 1118 W Main Street
 Cabot, AR 72023
 Distance: 21 miles

Tel: (501) 843-3536
 Fax: (501) 843-0876

Local Map
 Driving Directions

2 - Melton Motor Co
 317 South Front
 Lonoke, AR 72088
 Distance: 21 miles

Tel: (501) 676-8574
 Fax: (501) 676-7219

Local Map
 Driving Directions

3 - Smith Ford - Mercury
 908 E. Oak St.
 Conway, AR 72032
 Distance: 25 miles

Tel: (501) 329-8881
 Fax: (501) 329-3384

Local Map
 Driving Directions

4 - Grant County Ford
 Hwy 167 North
 Sheridan, AR 72150
 Distance: 30 miles

Tel: (870) 942-3125
 Fax: (870) 942-7839

Local Map
 Driving Directions

5 - Allison Ford Lincoln Mercury
 1207 Hwy 96
 Morrilton, AR 72110
 Distance: 37 miles

Tel: (800) 354-4541
 Fax: (501) 354-0172

Local Map
 Driving Directions

 Previous 6

Next 5 

New Search:

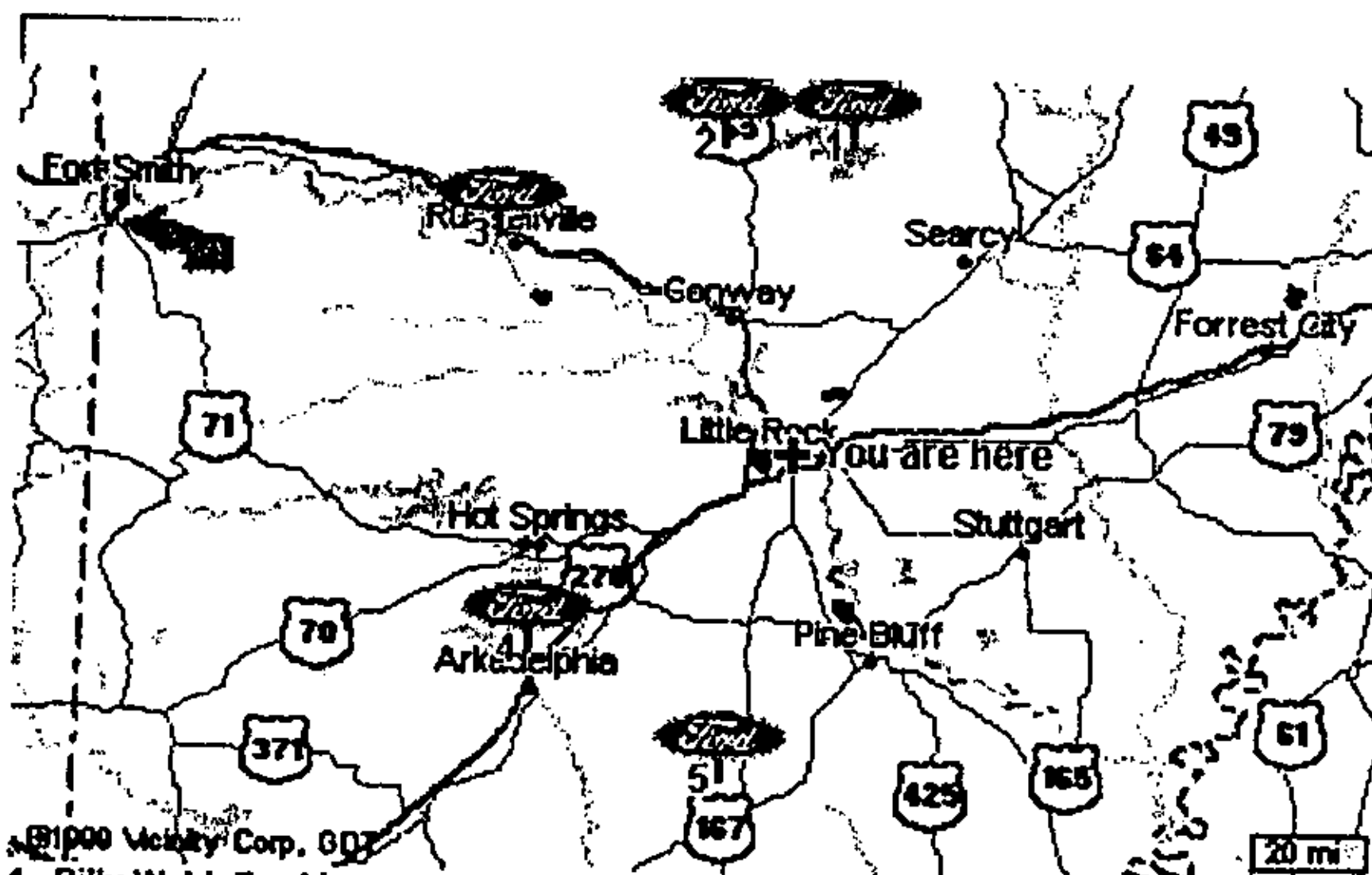
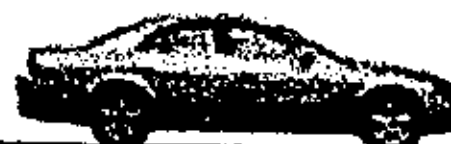
1. Select a brand of vehicle:

☒ Ford
 ☐ Lincoln
 ☐ Mercury
 ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

- VEHICLES
- FINANCING
- SERVICE
- CORPORATE
- BETTER IDEAS

Dealer CONNECTION



81900 Valley Corp. 007
1 - Billy Webb Ford Inc.
 1810 Hwy 25 B North
 Heber Springs, AR 72543
 Distance: 54 miles

Tel: (501)362-8211
 Fax: (501)362-8218

Local Map
 Driving Directions

2 - Clinton Motor Company Inc
 Hwy 65 South
 Clinton, AR 72031
 Distance: 56 miles

Tel: (501)745-2423
 Fax: (501)745-5700

Local Map
 Driving Directions

3 - Cogswell Motors Inc
 1900 East Main
 Russellville, AR 72801
 Distance: 60 miles

Tel: (501)968-2865
 Fax: (501) 968-4623

Local Map
 Driving Directions

4 - Gildner Ford L-M Inc
 Highway 67 North
 Arkadelphia, AR 71923
 Distance: 61 miles

Tel: (870) 246-4508
 Fax: (870) 246-4131

Local Map
 Driving Directions

5 - Stephens Ford Inc
 N. Moro
 Fordyce, AR 71742
 Distance: 64 miles

Tel: (870) 352-3181
 Fax: (870) 352-3696

Local Map
 Driving Directions

[Previous 5](#)

[Next 5](#)

New Search:

1. Select a brand of vehicle:

☒ Ford ☐ Lincoln ☐ Mercury ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

BUYER CONNECTION OWNER CONNECTION

VEHICLES

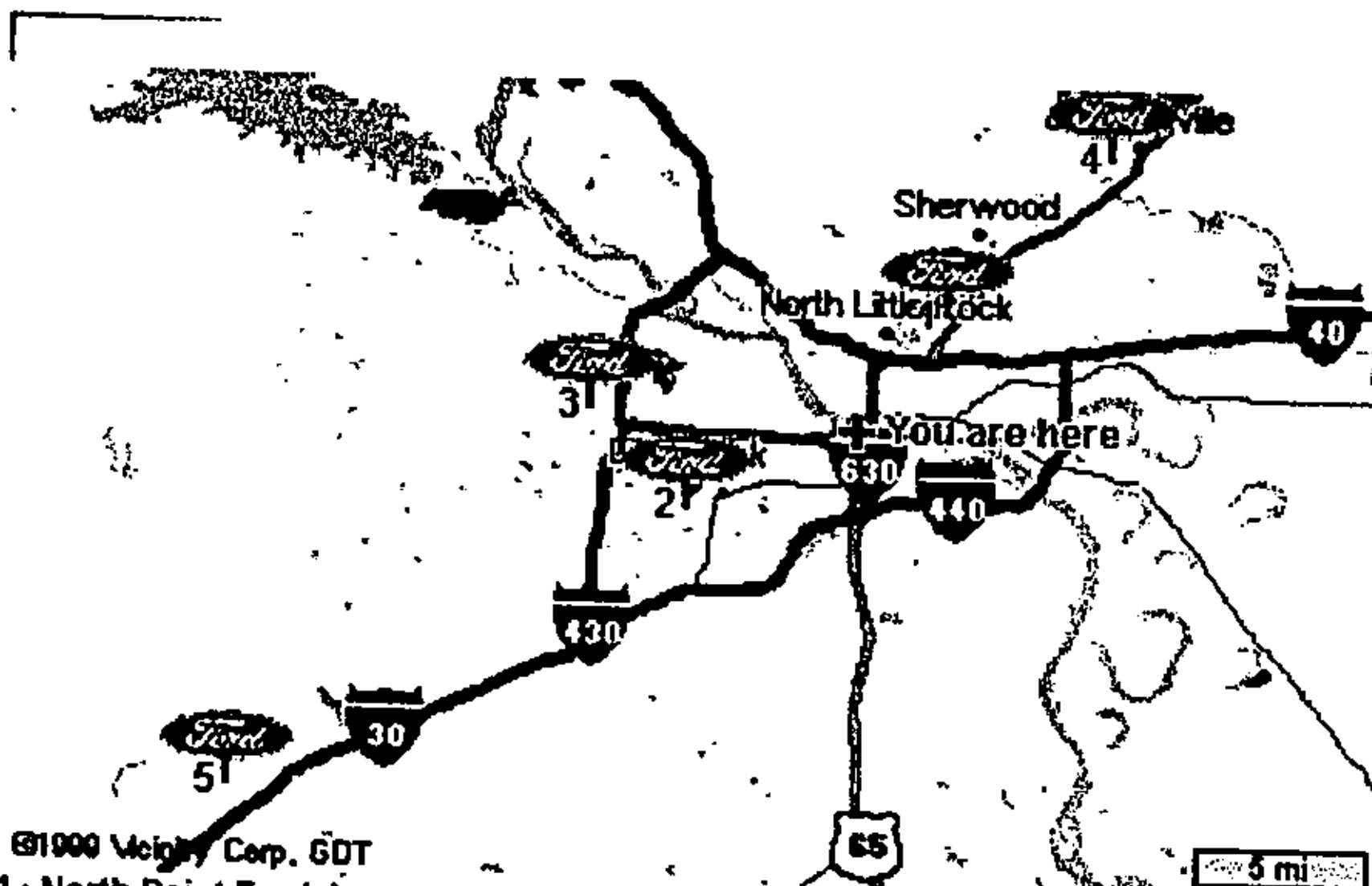
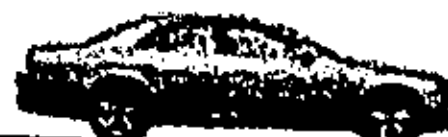
FINANCING

SERVICE

CORPORATE

BETTER IDEAS

Dealer CONNECTION



81000 Wainwright Corp. GDT
1 • North Point Ford, Inc.
4400 Landers Road
N Little Rock, AR 72117
Distance: 4.4 miles

Tel: (501) 945-1200
Fax: (501) 945-8220

Local Map
Driving Directions

2 • Landers Ford
4800 S University Ave.
Little Rock, AR 72204
Distance: 4.8 miles

Tel: (501) 562-3673
Fax: (501) 570-3725

Local Map
Driving Directions

3 • Fletcher - Tate Ford
11200 West Markham
Little Rock, AR 72211
Distance: 7.3 miles

Tel: (501) 221-3673
Fax: (501) 221-0714

Local Map
Driving Directions

4 • Long Ford Inc
1800 School Drive
Jacksonville, AR 72076
Distance: 11.4 miles

Tel: (501) 982-5848
Fax: (501) 982-4242

Local Map
Driving Directions

5 • Freeway Ford Lincoln Mercury
10501 Interstate 30
Benton, AR 72015
Distance: 21 miles

Tel: (501) 315-4700
Fax: (501) 778-6007

Local Map
Driving Directions

Next 5 

New Search:

1. Select a brand of vehicle:

☒ Ford ☐ Lincoln ☐ Mercury ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

BUYER CONNECTION

OWNER CONNECTION

VEHICLES

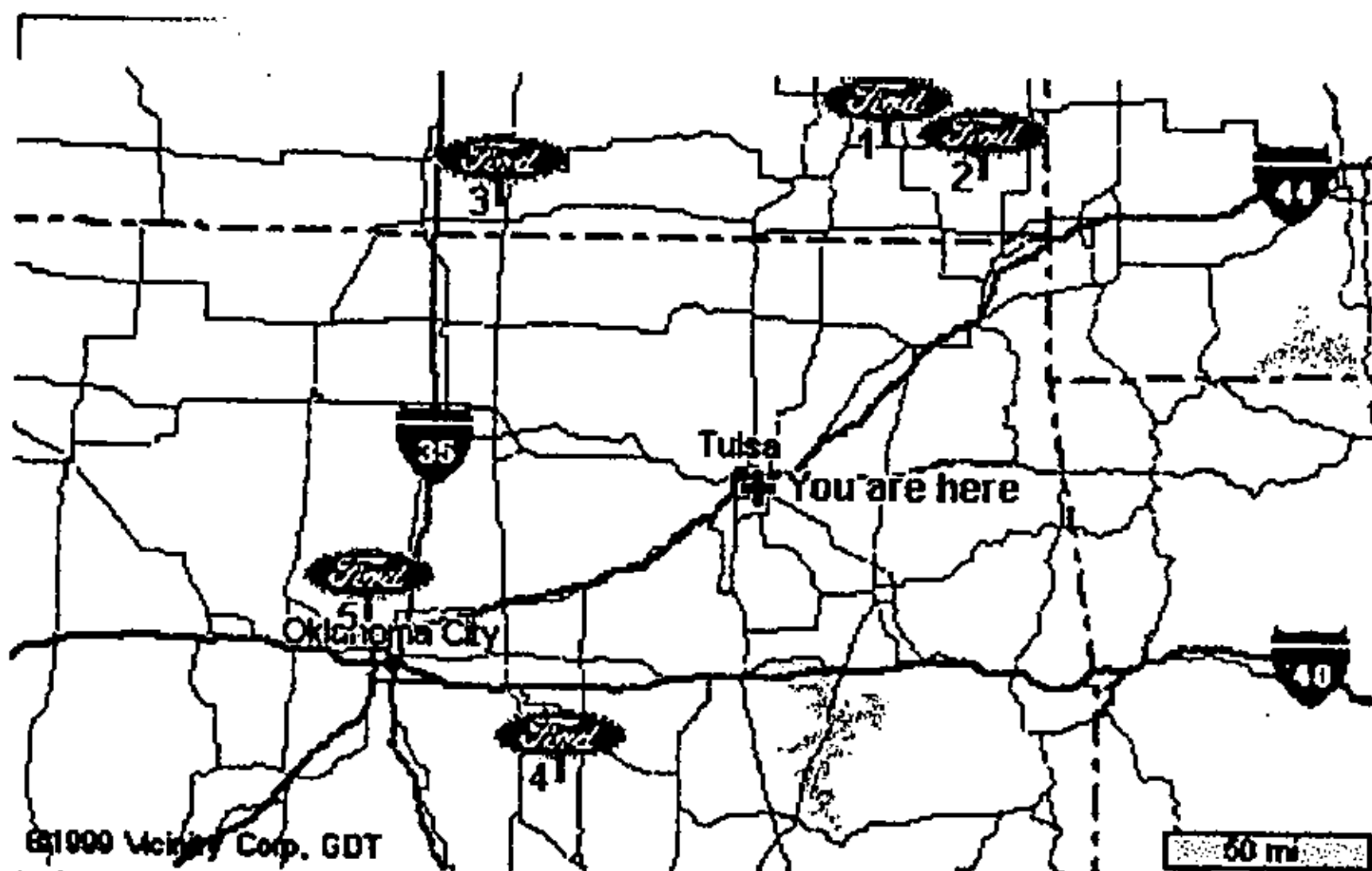
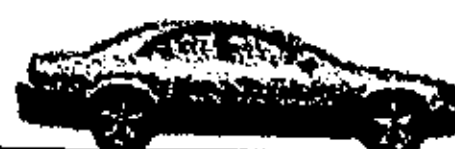
FINANCING

SERVICE

CORPORATE

BETTER IDEAS

Dealer CONNECTION



681000 Vehicle Corp. GDT

1 - Larry Allen Motor Car Co Inc

1100 East Main
Parsons, KS 67357
Distance: 92 miles

Tel: (316)421-0100
Fax: (316)421-1473

Local Map
Driving Directions

2 - Columbus Ford - Mercury Inc

Junction Highway 69-7-180
Columbus, KS 66725
Distance: 92 miles

Tel: (316)429-2200
Fax: (316) 429-1966

Local Map
Driving Directions

3 - Reedy Ford, Inc.

3319 North Summit
Arkansas City, KS 67005
Distance: 93 miles

Tel: (316)442-4800
Fax: (316) 441-0043

Local Map
Driving Directions

4 - Roy Surber Motor Company

130 S Broadway
Konawa, OK 74849
Distance: 93 miles

Tel: (580)925-3626
Fax: (580) 925-3000

Local Map
Driving Directions

5 - Fred Jones Auto Collection - Edmond

14220 N. Broadway Extension
Oklahoma City, OK 73013
Distance: 95 miles

Tel: (405) 475-9000
Fax: (405) 475-2767

Local Map
Driving Directions

Previous 5

Next 5

New Search:

1. Select a brand of vehicle:

☒ Ford ☐ Lincoln ☐ Mercury ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

BUYER CONNECTION OWNER CONNECTION

VEHICLES

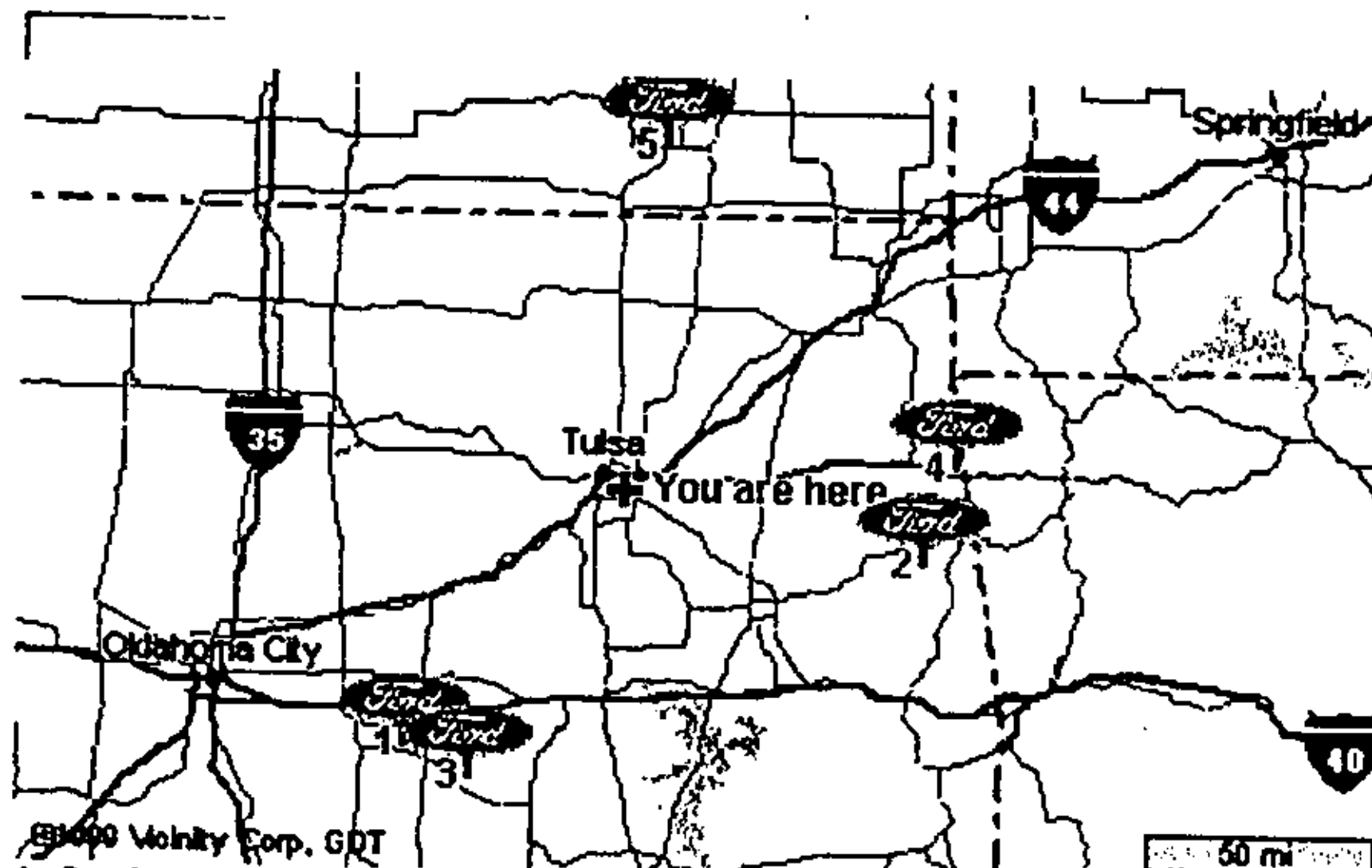
FINANCING

SERVICE

CORPORATE

BETTER IDEAS

Dealer CONNECTION



81000 Volity Corp. GDT

1 - Seminole Ford - Mercury, Inc

2222 North Milt Phillips Avenue
Seminole, OK 74868

Distance: 74 miles

Tel: (405) 382-2222
Fax: (405) 382-5888

Local Map
Driving Directions

* 2 - Starr Motor Company

601 South Second St
Stilwell, OK 74960

Distance: 74 miles

Tel: (918) 698-2274
Fax: (918) 698-5022

Local Map
Driving Directions

3 - Perry's Ford Inc

205 East Highway Street
Holdenville, OK 74848

Distance: 76 miles

Tel: (800) 818-8881
Fax: (405) 378-5518

Local Map
Driving Directions

* 4 - Superior Ford Inc

491 Highway 412 East
Siloam Springs, AR 72761

Distance: 76 miles

Tel: (501) 524-9581
Fax: (501) 524-8058

Local Map
Driving Directions

5 - Quality Motors - Independence Inc.

2022 West Main
Independence, KS 67301

Distance: 77 miles

Tel: (316) 331-8090
Fax: (316) 331-8308

Local Map
Driving Directions

◀ Previous 5

Next 5 ▶

New Search:

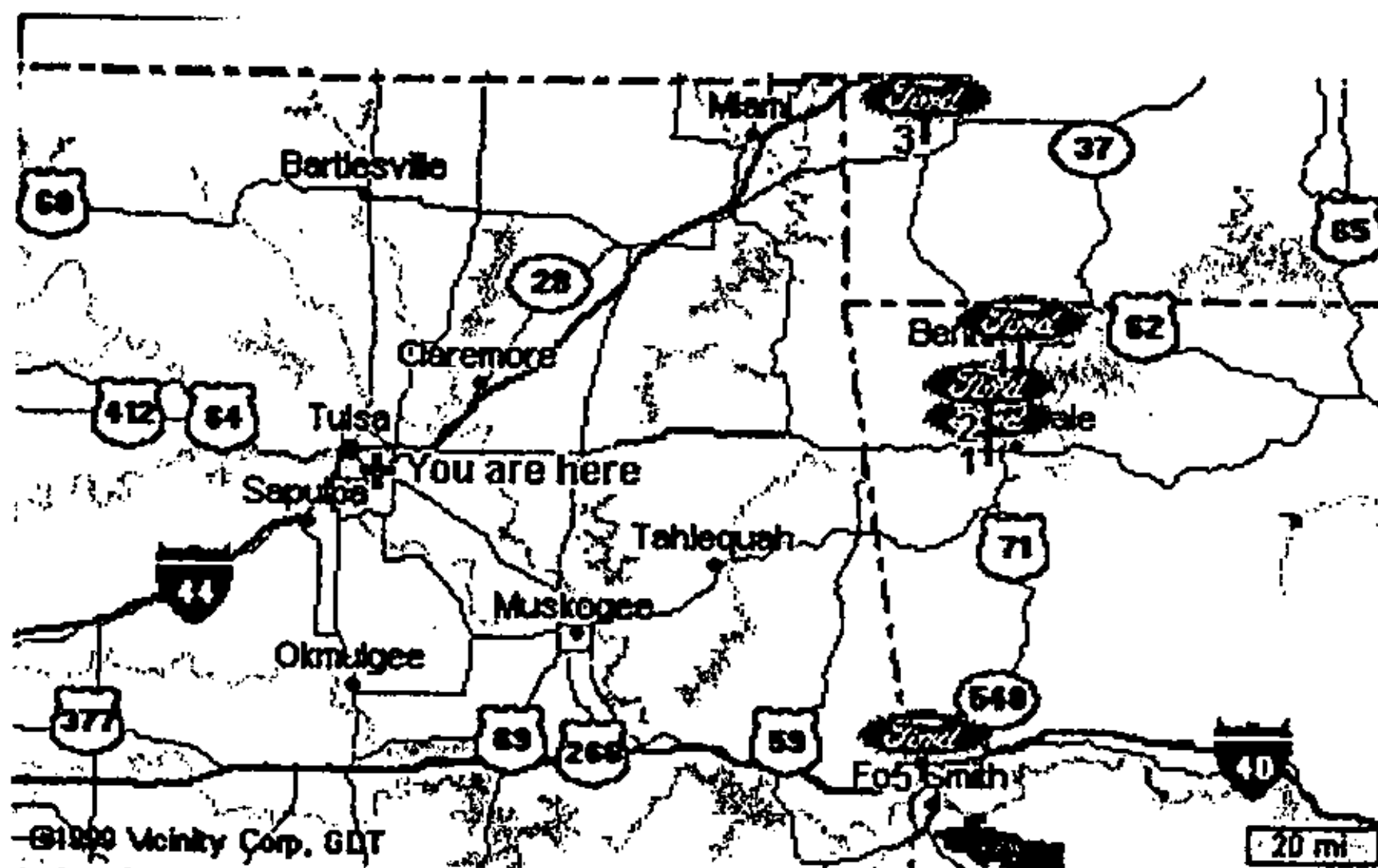
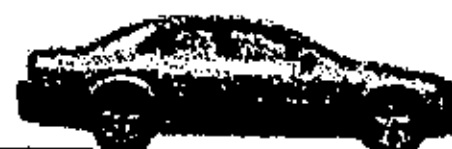
1. Select a brand of vehicle:

☒ Ford ☐ Lincoln ☐ Mercury ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

- VEHICLES
- FINANCING
- SERVICE
- CORPORATE
- BETTER IDEAS

Dealer CONNECTION



1 - Lewis Ford Sales Inc
 3373 North College
 Fayetteville, AR 72703
 Distance: 98 miles

Tel: (501) 442-5301
 Fax: (501) 443-2481

Local Map
 Driving Directions

2 - Springdale Ford Inc

2250 North Thompson
 Springdale, AR 72764
 Distance: 99 miles

Tel: (501) 751-5766
 Fax: (501) 872-1782

Local Map
 Driving Directions



3 - Hendren's Neosho Ford/Mercury

222 South Highway 71
 Neosho, MO 64850
 Distance: 99 miles

Tel: (417) 451-9300
 Fax: (417) 451-9305

Local Map
 Driving Directions

4 - Bob Maloney Ford Lincoln Mercury

1902 South 8th Street
 Rogers, AR 72756
 Distance: 100 miles

Tel: (501) 636-4321
 Fax: (501) 636-5376

Local Map
 Driving Directions



5 - Randall Ford

5500 Rogers Avenue
 Fort Smith, AR 72903
 Distance: 100 miles

Tel: (501) 452-3673
 Fax: (501) 452-7173

Local Map
 Driving Directions

Previous 5

Next 5

New Search:

1. Select a brand of vehicle:

☒ Ford
 ☐ Lincoln
 ☐ Mercury
 ☐ Mazda

2. Type in a zip code, dealer name, city, or state.

Bid 99-84

Unit #	Desc	Mdl Yr	Life	Cost	Repl	M & O	Minimum
3ST	PROP. FLAT BED 1 TON	2000	8	\$37,548.00	\$477.17	\$335.33	\$812.50

STAFF REVIEW FORM

Police Sedans
A. 7. Page 1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 1999

FROM:

W.A.Oestreich

Name

Fleet Operations

Division

Administrative Services

Department

ACTION REQUIRED:

Acceptance of the State of Arkansas Contract Award ST-00-0201, Item #9, 2000 Ford Crown Victoria Police Pursuit Sedan including Options "IO" and modifications to "ee". This will be for 14 units. The Vendor for this Purchase will be Landers Ford, 4600 S. University Ave, Little Rock, AR 72204

COST TO CITY:

Cost: \$285,726.00 Trade Allowance: N/A Net Cost: \$285,726.00

\$285,726.00
 Cost of this Request

\$ 293,144.00
 Category/Project Budget

Rep./Ex. Police/Pass. Vehicle
 Category/Project Name

9700-1920-5802.00
 Account Number

\$ ---00.00---
 Funds Used To Date

Vehicles & Equipment
 Program Name

98066
 Project Number

\$ 293,144.00
 Remaining Balance

Shop
 Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
 Accounting Manager

11-18-99
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

11-18-99
 Date

Internal Auditor

Date

P. Vice
 Purchasing Officer

11-18-99
 Date

STAFF RECOMMENDATION:

Authorization to Purchase Item #9-Arkansas Contract Award ST-00-0201.

[Signature]
 Division Head

11.17.99
 Date

Cross Reference

Department Director

Date

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

[Signature]
 Administrative Services Director

Date

Prev Ord/Res #: _____

[Signature]
 Mayor

11/19/99
 Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Acceptance of State Contract 00-0201

Meeting Date: December 7, 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: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: November 16, 1999

**SUBJECT: ACCEPTANCE OF STATE CONTRACT AWARD ST-00-0201
Project #98066**

Reference the attached Agenda Request for the Acceptance of the State of Arkansas contract Award ST-00-0201, Item #9, 2000 Ford Crown Victoria Police Pursuit Vehicle including Option "IO" and upgrade of Item "ee". The Vendor for this purchase will be Landers Ford, 4600 S. University Ave., Little Rock, AR 72204. These are budgeted items for the calendar year 1999.

The Contract Award dated September 27, 1999, is included along with the Vendor information, Bid Specifications and Pricing Information.

The item listed complies with the original specifications developed by the City of Fayetteville for vehicles of this type and size. Therefore it will be to our advantage to utilize the State Bid for our pricing structure. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

Please note the upgrade on Item "ee" in the specifications for the 2000 Ford Full Size Police Pursuit Vehicle. This upgrade was completed with the assistance of Mr. Allen Penrod, Fleet Manager for Landers Ford. It consists of the upgrade from the standard unit which is an AM/FM to the next step unit of AM/FM/Cassette/Clock. The pricing is based on Dealer cost as of 11-10-99 which is \$185.00. This was done to allow these units to conform to standardization of equipment which was initiated in 1992. We have followed this practice for each model year since which includes 1993, 1994, 1995, 1996 1997, 1998 and 1999. As the officers frequently move from one year model unit to another, it is to their advantage when instrumentation and controls remain in a relatively familiar location. As these changes from unit to unit occur at varying times of day and night, lighted instrumentation is of particular importance due to the safety factor of not needing to search for unfamiliar controls.

This recommendation has been reviewed by the Police Department, Fleet Operations Division and the Equipment Committee.

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

ITEM 9. Full Size Police Pursuit Sedan

**** Landers Ford**
2000 Ford Crown Victoria Police Interceptor - 4 Door @ \$20,409.00.
This should provide units that will be efficient, reliable and compatible
to our operations.

SUMMARY

TO BE DELIVERED AS 14 COMPLETE UNITS:

ITEM 9. Landers Ford - 14 Units at \$ 20,409.00

TOTAL BID AWARD: \$ 285,726.00

The budgeted amount for items in this Category/Project is \$293,144.00 in account 9700-1920-5802.00, Project 98066. With the purchase of these items at \$285,740.00 we will have a balance remaining of \$7,418.00 for the equipment scheduled for the expansion units in this Category/Project.

State of Arkansas
OFFICE OF STATE PURCHASING
1509 West Seventh Street, Room 300 72201-3966
P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9316

Police Sedans
A. 7. Page 5

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

BUYER: WILLIAM BOTTORFF, C.P.M.

CONTRACT/BID NO.: ST-00-0201

=====

DESCRIPTION: VEHICLES

CONTRACT PERIOD: September 27, 1999 THROUGH JUNE 30, 2000

=====

CONTRACT VALUE: N/A

COMMODITY CLASS(ES): 070-05,42,48,90

PURCHASE REQUEST NO.: N/A

AGENCY CONTACT/PHONE: N/A

DELIVERY REQUIREMENTS: N/A

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:
AS SPECIFIED WITHIN

DELIVER TO:
AS SPECIFIED WITHIN

CONTRACT AWARD TO:
SEE PAGE 2.

CONTACT NAME:
TELEPHONE NO.:
FAX NO.:
VENDOR NO.:
FEDERAL I.D. NO.:

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: _____

DATE: 9-27-99

CONTRACT NO: ST-00-0201

PAGE 2

RUSSELL CHEVROLET

ATTN: BOBBY DUNCAN

P. O. BOX 6200, 6200 LANDERS ROAD

SHERWOOD, AR 72124

PHONE#: (501) 835-8330, FAX#: (501) 835-0761

ITEM NUMBERS AWARDED: #1

LITTLE ROCK DODGE

ATTN: BUTCH MARTINDILL

5809 SOUTH UNIVERSITY

(P. O. BOX 8901, LITTLE ROCK, 72219)

LITTLE ROCK, AR 72209

PHONE#: (501) 562-7200 FAX#: (501) 562-8673

ITEM #'S AWARDED: #2,3,4,11,12,15,16,17,18,19,20,21,22,23,24,25,26,28,29,
30,32,33,34,36,38,39,40,41,42,44

SMART CHEVROLET

ATTN: RICHARD SMART

P. O. BOX 8008

PINE BLUFF, AR 71611

PHONE#: (870) 534-8122 FAX#: (870) 535-8122

ITEM #'S AWARDED: #7,8

LANDERS FORD

ATTN: ALAN PENROD

4600 SOUTH UNIVERSITY AVE.

LITTLE ROCK, AR 72204

PHONE#: (501) 570-3722 FAX#: (501) 570-3776

ITEM #'S AWARDED: #6,9,10,13,14,31,37,49

LANDERS BUICK, PONTIAC, GMC, INC.

ATTN: DAVID WILLS

19236 I-30

BENTON, AR 72015

PHONE#: (501) 315-7100 FAX#: (501) 303-7121

ITEM #'S AWARDED: #35,43,45

LANDERS JEEP-CHRYSLER-PLYMOUTH-DODGE, INC.ATTN: DAVID WILLS

19236 I-30

BENTON, AR 72015

PHONE#: (501) 315-7100 FAX#: (501) 303-7121

ITEM #'S AWARDED: #46,47,48

STATE OF ARKANSAS
CONTRACT AWARD

Police Sedans
A. 7. Page 7

CONTRACT NO: ST-00-0201

PAGE 11

Item #9

Type LAA - Four (4) Door Large Police Pursuit Sedan \$20,148.00

MFG AND MODEL FORD CROWN VIC.

ENGINE SIZE 4.6L, V-8

Approximate delivery 150 days A.R.O.

OEM alternate fuel vehicle \$24,635.00
Multi-fuel - Gasoline/Compressed Natural Gas
(CNG)

ENGINE SIZE 4.6L, V-8

Approximate delivery 150 days A.R.O.

OPTIONS:

IO. Roof reinforcement for light bar installation	<u>\$76.00</u>
MO. Delete Spotlight: Spotlight may be deleted for Credit (deduct)	<u>\$<136.00></u>
OO. Spotlight (additional, to be installed front passenger side).	<u>\$170.00</u>
VO. Delete ABS Brakes (deduct)	<u>\$<400.00></u>
VI. Delete anti-slip rear axle (deduct)	<u>\$<75.00></u>
ZI. Street Appearance Package: Chrome grill, side moldings, change police engine markings. (MUST DELETE SPOTLIGHT, INCLUDED IN PRICE)	<u>\$100.00</u>

VENDOR: LANDERS FORD

TYPE LAA- ADDENDUM 9
Four (4) Door Large Police Pursuit Sedan

A. Size Classification

A.1 Vehicle shall have a minimum of 110 cubic feet of passenger interior space volume and a minimum of 20 cubic feet of trunk/cargo volume. Interior volumes are the ones shown as large sedans in the latest Fuel Economy Guide published by the Environmental Protection Agency.

B. Equipment

B.1 Standard equipment - Every vehicle shall be equipped with the following:

- a. Air conditioning: factory installed and tinted glass in all windows.
- b. Alternator: heavy duty, minimum of 100 amperes.
- c. Anti-freeze: serviced to -29°C (-20°F) or lower.
- d. Automatic speed control (may be dealer installed, but of same manufacturer as vehicle) and tilt steering wheel.
- e. Automatic Transmission: minimum of three (3) forward speeds and one (1) reverse.
- f. Battery: maintenance free, type recommended by manufacturer for vehicle as equipped.
- g. Brakes: ABS type brake system and anti-slip rear axle.
- h. Cooling system: heavy duty, including heavy duty extra capacity radiator, heavy duty temperature controlled fan, and factory installed coolant recovery system.
- i. Disconnect door courtesy light switches.
- j. Drive axle: manufacturer to select axle ratio which will provide the best overall performance and the heaviest duty available.
- k. Electric controlled door locks.
- l. Engine: suitable for police pursuit work and capable of accelerating from 0 to 60 mph in a maximum of 14.5 seconds with a minimum top speed of 105 mph as shown in the latest Michigan Police Vehicle Test. Engine shall be 210 h.p. or larger equipped with dual exhaust (or single if large enough for proper elimination of pressure) and factory installed engine oil cooler.
- m. Engine compartment light.
- n. Floor mats: individual front and rear, color to coincide with interior.
- o. Gauge package: oil pressure, ammeter, and coolant temperature (dial type only - warning lights unacceptable).
- p. Glove box light.
- q. Heater: integral fresh air heater and defroster.
- r. Horns, dual.
- s. Inside hood latch control.
- t. License plate brackets; front and rear.
- v. Locks, door: single key locking system for each car with three keys per vehicle.
- w. Mirrors, rear view with remote control both sides. Non-glare, day-night inside.
- x. Operator's manual.
- y. Paint: one (1) exterior color selected from manufacturer's list and specified by the ordering entity.

- z. Police package: including all features listed in manufacturer's printed specifications and literature part of police equipment package.
- aa. Power steering: firm feel power assisted steering gear with linkage & external oil cooler.
- bb. Power Windows.
- cc. Protective body side molding.
- dd. Quiet sound group (special noise deadening insulation).
- ee. Radio: factory installed in dash AM/FM.
- ff. Radio suppression: radio frequency interference suppression measures and devices shall be incorporated into the vehicle so that generated interference does not exceed the limits established in SAE standard J55, entitled "Measurement of Vehicle Radio Interference (30 to 40 megacycles)".
- gg. Rear Window Defrost.
- hh. Remote deck lid release, control on driver's side.
- ii. Seats: bucket front and rear bench.
- jj. Speedometer: 0 to 120 mph, certified calibrated within two (2)mph. Allowable instrument error to be $\pm$ one (1) mph at all speeds between 10 and 100 mph.
- kk. Spotlight: factory installed, left side, not less than 5 inches with aircraft or halogen bulb.
- ll. Suspension: maximum handling package designed to limit body roll, allow flat cornering, limit dive on severe braking, limit squat on fast acceleration, and to provide optimum handling. Package shall include, at a minimum, extra control front and rear shock absorbers, extra heavy duty frame or frame member reinforcement on unit frame, with front and rear stabilizer bars.
- nn. Tires: P225 60 V/R x 16 tubeless, fabric body and belts. Pursuit radial. Tires must be certified by both the tire and auto manufacturer for police use to 120 mph sustained.
- oo. Wheels: heavy duty, 16 inch diameter with metal, full wheel covers.
- pp. Windshield wipers: intermittent type.
- qq. Upholstery: cloth, police duty, color to coordinate with exterior color. Dark colors and black unacceptable due to heat build-up.

B.2 Optional equipment - Purchasers may select the following:

- IO. Roof reinforcement for light bar installation.
- MO. Delete spotlight: spotlight may be deleted for credit.
- OO. Spotlight (additional, to be installed front passenger side).
- VO. Delete ABS type brake system.
- VI. Delete anti-slip rear axle.
- ZI. Street Appearance Package: Chrome grill, side moldings, change police engine markings.

E-N-D O-F S-P-E-C-I-F-I-C-A-T-I-O-N

State Contract 00-0201

Unit #	Desc	Mdl Yr	Life	Cost	Repl	M & O	Minimum
10XX	PD REPLACEMENT	2000	6	\$20,410.00	\$323.16	\$174.64	\$497.80

STAFF REVIEW FORM**Multi-Use Trails****A. 8. Page 1**☒ Agenda Request☐ Contract Review☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 7, 1999

FROM:

Chuck Rutherford

Public Lands Maintenance

Public Works

Name

Division

Department

ACTION REQUESTED: Approval of an engineering agreement with Crafton-Tull & Associates of Fayetteville to furnish survey, preliminary and final design, and provide construction observations for a proposed multi-use trail located along a portion of an abandoned railroad line between Spring and Prairie Streets, a distance of approximately 2600 feet.

COST TO THE CITY:

\$62,504

Cost of this request

\$467,450

Category/Project Budget

Sidewalk and Trails

Category/Project Name

4470-9470-5814-00

Account Number

Funds used to date

Program Name

96041

Project Number

Remaining Balance

Sales Tax Capital Improvement

Fund

BUDGET REVIEW:☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of the Engineering Agreement

Division Head

Date

Department Director

Date

11-29-99

Cross ReferenceNew Item: ☒ Yes ☐ No

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig. Contract Date: _____

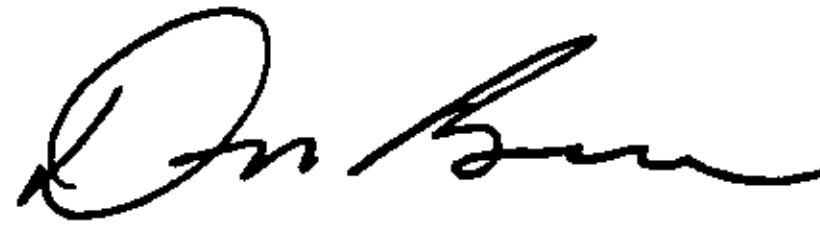
DEPARTMENTAL CORRESPONDENCE

Date: November 24, 1999

To: Mayor Hanna and City Council Members

From: Chuck Rutherford, Sidewalks and Trails Coordinator

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



Subject: Multi-Use Trail, Spring Street to Prairie Street

The Trails Committee has expressed an interest in constructing a multi-use trail within the abandoned portion of the Old Fricso Railroad located between Spring Street and Prairie Street, a distance of approximately one-half mile. The railroad has sold at least three parcels of land to private individuals and it is not certain at another location exactly how much a right-of-way currently exists. It is not possible to determine the exact right-of-way or where a trail can be located at a few locations within the old right-of-way boundaries without conducting a survey of the area. Therefore, a Selection Committee met on October 21 and chose the Crafton-Tull & Associates, Incorporated, of Rogers and Fayetteville, to conduct surveys to determine the property boundaries, and to obtain information for the location and design of the trail.

Attached hereto is an engineering agreement with the Crafton firm covering several phases of work. Phase One will cover boundary and topographic surveys. Elevation controls, center-line locations, cross sections, property maps, etc. This will allow appraisals of all properties involved to determine the right-of-way costs involved in the proposed projects. The costs not to exceed for Phase I is \$26,744 plus expenses for printing, etc. This does not including appraisals which will be a separate contract and includes a fixed fee of \$3,383. The second phase of work will cover the engineering design of the proposed trail, preparation of specifications, and quantities necessary to place the project under contract. This phase of work will cost not to exceed \$20,610 including a fixed fee of \$2,674. Phase Three of the work is for inspection services during construction with a not to exceed cost of \$14,900, including a fixed fee of \$1,933.

Expenses are estimated to cost about \$250 for all phases of work. Therefore, the total costs not to exceed, covering all phases of work and expenses, is in the amount of \$62,504 including a fixed fee of \$7,990. No work will be permitted to proceed beyond Phase I until all appraisals have been made by a reality appraiser and the right-of-way has been secured.

CR:msm

**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 Crafton, Tull & Associates, Inc. with offices located in Fayetteville, Arkansas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to reclaim a portion of the previously abandoned railroad right-of-way situated just west of West Avenue extending from Spring Street at the north to Prairie Street on the south. The purpose of the reclamation will be for the construction of a paved 10'-12' wide bicycle/walking trail

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

The work plan involves conducting field and office surveys for determining the required right-of-way for acquisition by the City, the field location of existing structures, buildings, streets, cross-sections and topographic features along the proposed route, and the preparation of easement/right-of-way descriptions,

preliminary and final design of the trail, bidding phase, and contract administration and construction management of the project.

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 PHASE 1 (Boundary & Topographic Surveys, and Cross-Sections) AND PHASE 2 (Engineering design, bid documents construction phase)

The project will be designed and constructed to meet local trail standards in accordance with the "OWNER'S" trail design criteria, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1993 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The Phase 1 concept with regard to location of topographic features, trail right-of-way, cross-sections, property information, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning the design work in Phase 2.

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

The "ENGINEER" shall be responsible for coordination of the locations of any geotechnical subsurface explorations if requested by the Owner. If geotechnical services are requested these outside services will be approved and paid for by the Owner.

The "ENGINEER" shall conduct the following Phases of work:

PHASE 1: Boundary & Topographic Surveys, and Cross-Sections

The "ENGINEER" shall meet with City officials for review of existing deeds and maps for the project as provided by the OWNER, and review of proposed work plan and schedule of the work phases. The "ENGINEER" will perform field surveys to locate existing boundary lines and features, apparent street rights-of-way, and evidence of old railroad. The "ENGINEER" will review all data for determination and establishment of the railroad right-of-way and this data will be platted for use on the project and for trail right-of-way/easement descriptions.

The "ENGINEER" will establish bench marks and control points which will be tied to the "OWNER'S" GPS control network, and will perform a topographic survey along the trail route for locations of existing buildings, streets, walls, drainage features, and other necessary items as required for the design of the proposed trail. The centerline of the right-of-way will then be staked on the ground and cross-sections will be taken along the route at 50' stations for an approximate distance of 25' on each side of the centerline with the exception of those stations such as drainage features requiring a greater distance from the centerline.

The "ENGINEER" will prepare a Preliminary Plan showing adjacent properties, right-of-way, survey and deed data, existing buildings, features and contours as generated from the cross-sections and topographic survey. The cross sections will be plotted out at 50' stations.

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" will meet with the "OWNER" for review and approval of the Preliminary plans and data prior to proceeding with PHASE 2 of the project.

PHASE 2: Engineering Design, Bid Documents, Construction Phase

Upon approval of Phase 1, 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.

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.

Prior to the start of construction, the "ENGINEER" shall establish benchmarks for elevation control and tie layout work to Fayetteville's GPS, and provide center line construction reference points/alignment for the trail at 100' stations and at all PCs, PTs, and at all street intersections where necessary for the proposed trail.

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 – PHASE 1 AND 2 PRELIMINARY SUBMISSION

The preliminary submission for Phase 1 and will be made at the completion of that phase, which will consist of the right-of-way data, topographic survey and cross-sections.

The preliminary submission for Phase 2 will be made at the 35% completion stage of the design and preparation of the Plans and Specifications.

The "ENGINEER" shall submit three (3) sets of preliminary plans for review.

SECTION VIII – FINAL SUBMISSION

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

- A. One (1) copy of all design calculations.
- B. 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 VIX – ENGINEER RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES

During the "Bidding" phase of the project, the "ENGINEER" shall provide engineering and administrative services needed to obtain bids for the

construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder.

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

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 preliminary plans for Phase 1 within 75 calendar days, and the final plans in Phase 2 for the construction contract within an additional 90 calendar days.

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

SECTION XII – FEES AND PAYMENTS

A. "Preliminary Phase 1" 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 147.84% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1.) "Preliminary Phase 1" services, which includes topographic and cross-section surveying services and preparation of the Ownership Map/Utility Easements Plan costs not to exceed:.....\$23,361.40
- 2.) Fixed fee for "Preliminary Phase 1" services:.....\$ 3,382.60
- 3.) Engineering contract amount for "Preliminary Phase 1" services not to exceed:..... \$26,744.00

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

Final payment for "Preliminary Phase 1" services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of Phase 1 for the project.

B. "Design" Phase Services (Portion of Phase 2):

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 147.84% 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 (Phase 2) plan costs not to exceed:.....\$16,223.60
- 2.) Fixed fee for "Design" services:.....\$ 2,416.40
- 3.) Engineering contract amount for "Design" phase services (Portion of Phase 2) not to exceed:.....\$18,640.00

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 "B" 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 (portion of Phase 2) for the project.

C. "Bidding" Phase Services (Portion of Phase 2):

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

- 1.) "Bidding" phase services costs not to exceed:.....\$ 1,712.57
- 2.) Fixed fee for "Bidding" services:.....\$ 257.43
- 3.) Engineering contract amount for "Bidding"
phase services not to exceed:.....\$ 1,970.00

Final payment for "Bidding" phase (portion of Phase 2) shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

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

D. "Construction" Phase Services (Portion of Phase 2):

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

- 1.) "Construction" phase services costs not to exceed:.....\$ 8,793.36
- 2.) Fixed fee for "construction" phase services:.....\$ 1,310.64
- 3.) Engineering contract amount for "Construction"
Phase services not to exceed:.....\$10,104.00

(Based upon an assumed construction period not to exceed 90 working days with periodic inspection.)

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.

E. "Geotechnical Investigation" Services:

(Not Included)

F. "Special" Services (Part of Phase 2): For "Special" services, such as construction staking, the "OWNER" shall pay the "ENGINEER" as follows:

- 1.) For "Construction Staking" Services, the "ENGINEER" shall establish trail centerline grade staking with offset staking on one side and 100-ft. stations, and at street intersections, and perform drainage structures staking if required. This construction staking is to be performed by the "ENGINEER" one time only, with additional staking to be the responsibility of the Contractor. For this work, the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 147.84 of direct labor costs, plus direct reimbursable expenses, plus a fixed fee payable as follows:

- a. "Construction Staking" costs not to exceed:.....\$ 4,173.62
- b. Fixed fee for "Construction Staking":.....\$ 622.38
- c. Engineering contract amount for "Construction Staking" services not to exceed:.....\$ 4,796.00

SECTION XIII – CHANGES

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

Any claim by the "ENGINEER" for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change, provided, however, that the "OWNER", if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to the date of dispute concerning a question of fact within the

meaning of the clause of this contract entitled SECTION XVII – MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV – OWNERSHIP OF DOCUMENTS

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

SECTION XV – POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

- A. Postponement – Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER", who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be canceled as hereinafter provided.
- B. Cancellation – Should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "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 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 decision in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.

2. Responsibility for Claims and Liability – the "ENGINEER" shall save harmless the "OWNER" from all claims and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.
3. General Compliance with Laws – The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "ENGINEER" shall be a professional engineer, licensed in the State of Arkansas.
4. ENGINEER'S Endorsement – The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII – SUCCESSORS AND ASSIGNS

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

SECTION XIX – COVENANT AGAINST CONTINGENT FEES

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

(OWNER)
CITY OF FAYETTEVILLE

By: _____
Fred Hanna, Mayor

ATTEST:

(ENGINEER)
CRAFTON, TULL & ASSOC., INC.

By: Alvin G. Harris
Alvin G. Harris, Vice-President

ATTEST:

Matt Crafton
Matt Crafton, Vice-President

SCOPE OF SERVICES/MAN-HOUR ESTIMATE
PROPOSED BIKE TRAIL PROJECT - for the City of Fayetteville

FAYETTEVILLE, ARKANSAS

11/9/99

APPENDIX AENGINEERING SERVICES

PHASE 1: Boundary & Topographic Surveys, and Cross-Sections
Man-hour Estimate

ITEM NO.	ITEM DESCRIPTION	SRVY. CREW	LAND SRVY.	ENGR TECH.	PROJ ENGR.	SUPR. ENGR.	CLER.
1	Meet w/city to coordinate work				4.0	1.0	
2	Courthouse research for plats & street r/w, and plot data		3.0	24.0			
3	Field surveys to tie apparent street r/w, fences, fips, railroad evidence	40.0	16.0	36.0	4.0		
4	Field surveys to locate topographic features, buildings, etc, & establish benchmarks and tie to city datum, & stake centerline for x-sections.	64.0	20.0	40.0	4.0	1.0	
5	Field x-sections along proposed trail route @ 50' sta (25' each side cl)	32.0	4.0	24.0	2.0		
6	Prepare Property/Right-of-way Plan of survey & deed data, w/contours		16.0	40.0	4.0	1.0	
7	Plot existing x-secs at 50' stations			16.0	4.0		
8	Meet w/city to review plan		3.0		4.0	2.0	
9	Prepare easement descriptions for proposed trail route		24.0	32.0			24.0
TOTAL MAN-HOURS:		136.0	86.0	212.0	26.0	5.0	24.0

MAN-HOUR ESTIMATE SUMMARY

Survey Crew

Land Surveyor

Engineering Technician

Project Engineer

Supervising Engineer

Clerical

UNITS

136.0 Hrs

86.0 Hrs

212.0 Hrs

26.0 Hrs

5.0 Hrs

24.0 Hrs

HRLYRATE

\$ 3,264.00

\$ 1,892.00

\$ 3,286.00

\$ 546.00

\$ 150.00

\$ 288.00

TOTAL DIRECT LABOR (PHASE 1)

OVERHEAD (147.84%)

FIXED FEE

TOTAL (PHASE 1):

\$ 9,426.00

\$ 13,935.40

\$ 3,382.60

\$ 26,744.00

SCOPE OF SERVICES/MAN-HOUR ESTIMATE
PROPOSED BIKE TRAIL PROJECT - for the City of Fayetteville
 FAYETTEVILLE, ARKANSAS
 11/9/99

Multi-Use Trails
 A. 8. Page 15

APPENDIX A

ENGINEERING SERVICES

PHASE 2: Engineering Design, Bid Documents, Construction Phase

Man-hour Estimate

ITEM NO.	ITEM DESCRIPTION	SRVY. CREW	LAND SRVY.	ENGR TECH.	PROJ ENGR.	SUPR. ENGR.	DESIGN ENGR	CLER	CONST OBSERVER
1	Meet w/city to coordinate work				4.0	1.0	4.0		
2	Preliminary Engineering Design			88.0	40.0	2.0	64.0	4.0	
3	Meet w/city for design review				4.0		4.0		
4	Final Construction Plans			68.0	32.0	2.0	40.0	4.0	
5	Final Review by City				4.0	1.0	4.0		
6	Bidding Phase			2.0	12.0	2.0	6.0	20.0	
7	Construction Phase (assume 90 days-periodic inspection)	40.0	16.0	40.0	40.0	2.0	12.0	8.0	144.0
TOTAL MAN-HOURS:		40.0	16.0	198.0	136.0	10.0	134.0	36.0	144.0

MAN-HOUR ESTIMATE SUMMARY

	UNITS	HRLY RATE	TOTAL
Survey Crew	40.0 Hrs	\$24.00	\$ 960.00
Land Surveyor	16.0 Hrs	\$22.00	\$ 352.00
Engineering Technician	198.0 Hrs	\$15.50	\$ 3,069.00
Project Engineer	136.0 Hrs	\$21.00	\$ 2,856.00
Supervising Engineer	10.0 Hrs	\$30.00	\$ 300.00
Design Engineer	134.0 Hrs	\$18.00	\$ 2,412.00
Clerical	36.0 Hrs	\$12.00	\$ 432.00
Construction Observation	144.0 Hrs	\$14.50	\$ 2,088.00

TOTAL DIRECT LABOR (PHASE 2)	\$ 12,469.00
OVERHEAD (147.84%)	\$ 18,434.17
FIXED FEE	\$ 4,606.83
TOTAL (PHASE 2):	\$ 35,510.00

DIRECT EXPENSES

	UNITS	RATE	TOTAL
Mileage	150.0 Mi	\$0.31	\$ 46.50
Printing & Reproduction	200.0 Sheets	1.0	\$ 200.00
Abstractor Services (by City)			
Geotechnical (by City)			
TOTAL DIRECT EXPENSES			\$ 246.50

PROPOSED BIKE TRAIL PROJECT - for the City of Fayetteville
FAYETTEVILLE, ARKANSAS
11/9/99

APPENDIX A

MANHOUR SUMMARY / FEE ESTIMATE - PHASES 1 AND 2

TOTAL (PHASE 1)	\$ 26,744.00
TOTAL (PHASE 2)	\$ 35,510.00
TOTAL DIRECT EXPENSES	<u>\$ 246.50</u>
TOTAL FEE:	<u>\$ 62,500.50</u>

EXHIBIT "B" - PAGE ONE
CRAFTON, TULL & ASSOCIATES, INC.
FEE SCHEDULE
EFFECTIVE JANUARY 30, 1999

	BILLABLE RATE
PRINCIPAL IV	\$100/HR.
PRINCIPAL III	\$95/HR.
PRINCIPAL II	\$90/HR.
PRINCIPAL I	\$85/HR.
ENGINEER XI	\$90/HR.
ENGINEER X	\$85/HR.
ENGINEER IX	\$80/HR.
ENGINEER VIII	\$75/HR.
ENGINEER VII	\$70/HR.
ENGINEER VI	\$65/HR.
ENGINEER V	\$60/HR.
ENGINEER IV	\$55/HR.
ENGINEER III	\$50/HR.
ENGINEER II	\$45/HR.
ENGINEER I	\$40/HR.
ARCHITECT X	\$80/HR.
ARCHITECT IX	\$75/HR.
ARCHITECT VIII	\$70/HR.
ARCHITECT VII	\$65/HR.
ARCHITECT VI	\$60/HR.
ARCHITECT V	\$55/HR.
ARCHITECT IV	\$50/HR.
ARCHITECT III	\$45/HR.
ARCHITECT II	\$40/HR.
ENGINEERING TECH IX	\$65/HR.
ENGINEERING TECH VIII	\$60/HR.
ENGINEERING TECH VII	\$55/HR.
ENGINEERING TECH VI	\$50/HR.
ENGINEERING TECH V	\$45/HR.
ENGINEERING TECH IV	\$40/HR.
ENGINEERING TECH III	\$35/HR.
ENGINEERING TECH II	\$30/HR.
ENGINEERING TECH I	\$25/HR.
ARCHITECTURE TECH VIII	\$60/HR.
ARCHITECTURE TECH VII	\$55/HR.
ARCHITECTURE TECH VI	\$50/HR.
ARCHITECTURE TECH V	\$45/HR.
ARCHITECTURE TECH IV	\$40/HR.
ARCHITECTURE TECH III	\$35/HR.
ARCHITECTURE TECH II	\$30/HR.
ARCHITECTURE TECH I	\$25/HR.
ACCOUNTANT V	\$50/HR.
ACCOUNTANT IV	\$45/HR.
ACCOUNTANT III	\$40/HR.
ACCOUNTANT II	\$35/HR.

EXHIBIT "B"-PAGE TWO
CRAFTON, TULL & ASSOCIATES, INC.
FEE SCHEDULE
EFFECTIVE JANUARY 30, 1999

BILLABLE RATE

CLERICAL VII	\$45/HR.
CLERICAL VI	\$40/HR.
CLERICAL V	\$35/HR.
CLERICAL IV	\$30/HR.
CLERICAL III	\$25/HR.
CLERICAL II	\$20/HR.
INSPECTOR V	\$50/HR.
INSPECTOR IV	\$45/HR.
INSPECTOR III	\$40/HR.
INSPECTOR II	\$35/HR.
INSPECTOR I	\$30/HR.
LAND SURVEYOR IX	\$70/HR.
LAND SURVEYOR VIII	\$65/HR.
LAND SURVEYOR VII	\$60/HR.
LAND SURVEYOR VI	\$55/HR.
LAND SURVEYOR V	\$50/HR.
LAND SURVEYOR IV	\$45/HR.
LAND SURVEYOR III	\$40/HR.
SURVEY PARTY CHIEF (TULSA)	\$45/HR.
SURVEY PARTY CHIEF	\$40/HR.
SURVEY INSTRUMENT MAN (TULSA)	\$35/HR.
SURVEY INSTRUMENT MAN	\$30/HR.
SURVEY RODMAN (TULSA)	\$25/HR.
SURVEY RODMAN	\$20/HR.
PLAN SHEET PLOTTING (PAPER OR VELLUM)	\$18/SHEET

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 1999

FROM:

Perry Franklin
Name

Traffic
Division

Public Works
Department

ACTION REQUIRED:

Award Bid#99-85 in the amount of \$31,000 for the purchase of a "Video Vehicle Tracking and Detection System" for the traffic signal at the Joyce Blvd. and College Ave. (71B) intersection.

COST TO CITY:

<u>\$31,000.00</u>	<u>\$111,359</u>	<u>Traffic Signal Improvements</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5801-00</u>	<u>\$21,386</u>	
Account Number	Funds Used To Date	Program Name
<u>96009-9901</u>	<u>\$89,973</u>	<u>Sales Tax Capital Improvement Fund</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

[Signature]
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

11-17-99
Date

[Signature]
Internal Auditor

11-17-99
Date

[Signature]
City Attorney

11-17-99
Date

ADA Coordinator

Date

[Signature] PR
Purchasing Officer

11-17-99
Date

STAFF RECOMMENDATION:

[Signature]
Division Head

11-16-99
Date

[Signature]
Department Director

11-23-99
Date

[Signature]
Administrative Services Director

11/23/99
Date

[Signature]
Mayor

11/24/99
Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description Bid#99-85 (Video Detection System)

Meeting Date December 7, 1999

Comments:

Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

DEPARTMENTAL CORRESPONDENCE

TO: Mrs. Peggy Vice, Purchasing Officer
FROM: Mr. Perry Franklin, Traffic Division Superintendent
DATE: November 17, 1999



SUBJECT: Recommendation for Bid# 99-85 (Video Detection System)

Invitations to Bid a Video Vehicle Tracking and Detection System were sent to the following vendors who supply the three major brands of traffic signal equipment:

TEMPLE, INC. (Eagle signal equipment)

PINKLEY SALES COMPANY (Peek/Transyt signal equipment)

ECONOLITE PRODUCTS (Econolite signal equipment)

Per Bid Tabulation Sheet dated November 16, 1999, Pinkley Sales Company was the only vendor submitting a bid. I have seen their equipment demonstrated and I am confident it will perform as required in the specifications. I have attached copies of two quotes for Oklahoma Highway Department projects which include bids from both Econolite and Pinkley Sales company. As you can see Pinkley sales Company was the low quote on both projects. Therefore, I recommend Bid# 99-85 for a Video Vehicle Tracking and Detection System for the Joyce Blvd. and N. College Ave. intersection be awarded to Pinkley Sales Company of Oklahoma City, Oklahoma. Pinkley Sales Company submitted a bid of \$31,000. We have a remaining balance of \$89,973 for traffic signal improvements in the Sales Tax Capital Improvements Fund Account# 4470-9470-5801-00 (Project # 96009 - 9901). Video detection will eliminate the need for Traffic Division employees to be in the highway and costly repairs of traffic sensors in the pavement at this location.

If you need any further information regarding this recommendation, please feel free to call me.

Thanks!

PLF/plf

STATE	JOB #	COUNTY	CITY
OKLAHOMA	STPIY-35-2(225)108TR	CLEVELAND	NORMAN
DATE:	OPENS 7-22-99	LINDSEY & I-35 - VIDEO	
DESCRIPTION	QTY		
VT-900A-21S-A	1		
VPK551-12 - 1/3" CAMERA STANDARD RESOLUTION	6		
S1480-1 - 80' 5 CONDUCTOR CABLE W/CONNECTOR	6	INCUDED W/CAMERA	
#30-130-0017 - PEDESTAL MOUNT CAMERA BRACKET	6		
COAX CABLE	1000		
#8933B - I/O CABLE W/TERMINATION PANEL	1		
TERMINATION PANEL INSTALLATION	1		
#8103 - 6' MICRO COAX CABLE	2		
#30-140-0001 - VIDEO DIGITIZER CARD	1		
VIDEO DRIVER ML 928 1D	1		
VIDEO AMPLIFIER/DRIVER ML 928 1EQ/A/D	4		
VIDEO ISOLATOR - 8 POSITION ML 108A-6			
COMPUTER & MONITOR			
MODEMS	2		
TRAINING			

39,905.00

Econolite Control Products Inc.

BID 99-85
A. 9. Page 5

Traffic Signal Equipment Takeoff / quotation

BID DATE: 8/23/99

PROJECT # STPIY-35-2(225)108TR

State of Oklahoma

COUNTY: Cleveland

State # 2452-01-035

INTERSECTION:

Lindsay Street @ Interstate 35

ITEM	QUANTITY	DESCRIPTION	PART NUMBER	PRICE
825	1	Cabinet Assembly - TS2/1 16POS Aries Closed Loop Software		\$ 10,583.75
Cabinet Includes - (1) ASC25/2100 - (11) Load Switches - (1) Flasher - (4) Xfer Relays (1) MMU Cabinet Includes (1) Four Position Rack wired for Opticom WITHOUT 3M Discriminators				

VISUAL IMAGE VEHICLE DETECTOR SYSTEM				
828	1	Autoscope 2004-V8 STD	A2004SDM1V8SE	\$ 49,432.78
	8	Zoom Lens Image Sensor	ASIFZ	
	6	Image Sensor Mounting Brackets	AMBKT-M1	
	2	Fast Scan Video	AS-220317	
	1	Fast Scan Hand Held Programmer	AS-220253	
	2	Modems	32247P8	
	1	RS232 - Communication Device		
	1	Digitizer Card and Supervisor Cable	AS-DH	
	1	Supervisor Software	AS-SS	
	1	Camera Interface Panel	44975G28	
	1	Training and Installation Assist		
	1	Autoscope Installation Manual		

TOTAL VIDEO PACKAGE \$ 49,432.78

TOTAL CABINET PACKAGE WITH ARIES \$ 10,583.75

TOTAL FOR BOTH SYSTEMS \$ 60,016.53

This project is being BID as a complete ECONOLITE System and as such is BID as ALL or NONE

Hardware NOT INCLUDED

No underground COAX or COAX connectors - Cameras are supplied with 60 foot prewired cables

Desktop Computer and Monitor

Mil-Lektron Video Hardware

Boyd Chaney 805 947 8697

COAX Cable 8281

COAX Conn. 75 OHM

Jim Gloss 325 4277

1450⁰⁰ 1500' Kit

=====			
STATE	JOB #	COUNTY	CITY
=====			
OKLAHOMA	STP-55B(972)AG	OKLAHOMA	MIDWEST CITY
=====			
DATE:	OPENS 10-21-99		
=====			
DESCRIPTION	QTY		
=====			
VT-905A-11S-A 4 CAMERA VIDEO TRAK	1		
8029A - CAMERA INTERFACE PANEL	1		
12mm - 1/3" MONOCHROME CAMERA STANDARD	4		
RESOLUTION (Includes Pigtail)			
#30-130-0017 - PEDESTAL MOUNT CAMERA BRACKET	4		
#6933B - I/O CABLE W/TERMINATION PANEL	1		
#8103 - 6' MICRO COAX CABLE	1		

23,470.00

Econolite Control Products Inc.

BID 99-85

A. 9. Page 7

Traffic Signal Equipment Takeoff / quotation

BID DATE: 10/15/99

PROJECT # STP-558(972)AG

State of Oklahoma

COUNTY: Oklahoma

State # 15912(04)

INTERSECTION:

SE 15th @ Air Depot / SE 15th @ Sandra

ITEM	QUANTITY	DESCRIPTION	PART NUMBER	PRICE
825	1	Cabinet Assembly - TS1 - 16POS		\$ 8,301.50
828A	4	EDI LM602T Card Rack Detectors with Timing		\$ 400.00
Cabinet Includes - (1) ASC2S/2100 - (8) Load Switches - (1) Flasher - (4) Xfer Relays (1) CMU Cabinet Includes (1) Detector Rack wired for Opticom WITHOUT 3M Discriminators				

VISUAL IMAGE VEHICLE DETECTOR SYSTEM				
828	1	Autoscope 2004 STD	A2004SDM1V4SE	\$ 47,234.00
	1	Autoscope Power and Input/Output	ACBLP1E03	
	4	Zoom Lens Image Sensor	ASIFZ	
	4	Image Sensor Mounting Brackets	33406P1	
	2	Fast Scan Video Compressor	AS-220317	
	1	Fast Scan Hand Held Programmer	AS-220253	
	2	Modems	32247P8	
	1	ByLink Portable Computer	ASB63122S3104	
	1	Digitizer Card	33456P6	
	1	Supervisor Software	AS-SS	
	1	Camera Interface Panel	44975G4	
	1	9" Underscan B/W Monitor	33683P3	
	1	Training and Installation Assist		
	1	Autoscope Installation Manual		

TOTAL VIDEO PACKAGE \$ 47,234.00

TOTAL CABINET PACKAGE \$ 8,701.50

TOTAL FOR BOTH SYSTEMS \$ 55,935.50

Hardware NOT INCLUDED

No underground COAX or COAX connectors - Cameras are supplied with 60 foot prewired cables

DATE AND TIME OF OPENING:

BID #

99-85

DATE ISSUED:

Nov. 1, 1999

DATE AND TIME OF OPENING:

Nov. 16, 1999 at 11:30 a.m.

BUYER:

City of Fayetteville, AR

DATE REQUIRED:

30 DAYS ARO

F. O. B.

Fayetteville, AR

BUYER'S PHONE #

(501) 575-8289

GUARANTEED DELIVERY DATE:

30 days ARO

Total	31,000.00 price
-------	--------------------

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 agrees to furnish these articles at the prices stated.

**UNSIGNED
BIDS
WILL BE
REJECTED**

NAME OF FIRM:

Pinkley Sales Co.

PHONE:

405 755-0858

TAX PERMIT:

026263-76-001

BUSINESS ADDRESS:

344 W. Hefner Rd

CITY AND STATE:

Okla City, Ok 73114

ZIP:

73114

AUTHORIZED SIGNATURE:

TITLE:

President

DATE:

11/12/99

INVITATION TO BID

BID # 99-85	DATE ISSUED: Nov. 1, 1999	DATE AND TIME OF OPENING: Nov. 16, 1999 at 11:30 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	8-Camera Unit	1		
2	Camera Interface Panel	2		
3	I/O Cable with Termination Panel	1		
4	6' Micro Coax Cable	2		
5	1/3" Camera (standard resolution)	8		
6	60' - 5 Conductor Cable W/Connect	8		
7	Wall Mount W/Pole Mount Adapter	4		
8	Pedestal Mount Camera Bracket	4		
9	Coax cable	2000'		
10	Training & Installation Assistance	1 week		
Note: Equivalent item bids will be accepted. Items bid may be required at the City's option to be demonstrated in a performance demonstration before recommendation or award of Bid RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				

EXECUTION OF BID

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

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

1.07 RS-485 Communications

The VTU will have a RS-485 port directly to a NEMA TS-2 controller or to a TS-2 BIU.

1.08 Input/Output Modules

The VTU will accommodate up to 4 I/O modules. Each I/O module will be capable of 32 outputs and 16 inputs via a 'D' sub connector that will interface directly to cabinet terminals and facilities. I/O modules are available in either 12V or 24V configurations.

1.09 Detection Outputs

Outputs can correspond to detectors or incidents. All outputs are monitored by internal diagnostics for proper operation.

1.10 Cabinet Inputs

Inputs can correspond to Phase Red and Green Status for detector functions and law enforcement, and other input functions as might be necessary.

1.11 Video Input/Output

The VTU can have up to 2 VPM's in operation for a total of 10 video inputs and 2 video outputs.

1.12 Video Connections

Field video cables are terminated to lightning protection devices with BNC connectors on the VTU Interface Panel. From the Interface Panel, a micro-coax cable assembly allows clean, easy routing of the cable to the VTU, where the micro-coax cable interfaces via a single connector.

1.13 Video Indicators

LED's on the VTU front panel indicate if the video signal is present and valid, and if the video picture is useable to provide quick verification of system status.

3.0 TRACKING AND DETECTION

3.01 Tracking

The VTU is a full Field of View tracking based system utilizing multi-resolution processing - therefore, detection is a by-product of tracking and is inherently accurate and robust. The VTU utilizes up to 5 tracking strips per Field of View (FOV) for tracking vehicles based on flow and direction.

3.02 Tracking Strips

Tracking strips can be of any size and orientation within the FOV, and are typically associated with a lane, shoulder, or other areas of interest. Tracking strips define these interest areas and are comprised of 4 to 8 points making a polygon. Tracking strips are independent and can overlap and intersect.

3.03 Image Contrast Failsafe

The VTU must have the capability to detect image contrast failures or poor quality video images from each camera. If the camera FOV does not contain a minimum amount of contrast, the VTU must go into a failsafe state.

3.04 Stabilization

The VTU must be able to compensate for minor vibration or sway of the camera. Detection algorithms shall be designed to accommodate minor camera motion without the need for special hardware or programming.

3.05 Field of View Calibration

The VTU has FOV calibration for accommodating perspective variations due to varying camera heights and angles. By defining 4 existing objects or points within the FOV and providing connecting distances in actual ground coordinates, the VTU will accurately adjust calculations for perspective.

3.06 Detection Zones

The VTU can have up to 32 detection zones per camera FOV, for a total of 256 zones per unit (8 camera detection unit). A detection zone consists of a line or polygon of any size and orientation drawn on a video image. This line can consist of up to 4 points within or across any tracking strips. Detection zones can overlap and intersect and can span multiple tracking strips.

3.07 Detector Types Statistics

Detection zones can be programmed as detectors or for incident monitoring. All zones are capable of traffic data collection. Special detector types are not required.

3.10 Output Assignments

Detection zones can be assigned to any combination of outputs, independent of logging and reporting capabilities. More than one zone can be assigned to an output with the use of a logical operator. Selections must include OR, AND, NOR and NAND. The default operator shall be OR.

3.11 Detector Types

A detector can simply operate as a presence detector; however, there are several additional detector types and options that may be programmed for a detector. The various types of detector operations are described below.

Detect Always

This option is the default state of all "detector" type detection zones. It should be selected if simple presence detector functionality is desired. When a vehicle enters a zone, it will activate immediately and remain active for the entire time that the vehicle is present. When the vehicle leaves the zone, the zone will immediately de-activate. This operation requires no phase associations or constraints.

Conditional Detector

This option makes detector operation conditional upon an associated phase state (Red, Yellow, or Green). With a conditional phase association, the detector will only report detections while the assigned phase (input) is active. For more accurate turning movement counts, a detection zone can be placed well into an intersection but be programmed to activate and count only when an associated phase is green. This feature also allows users to design dilemma zones, etc. by disabling or enabling detectors based on phase status.

Extend / Delay

Detectors may be programmed to Extend or Delay activation and any associated output. An entry field shall be provided that allows the user to define a time period (in seconds) that the detection zone activation will be either extended or delayed.

The Extend function forces a zone to remain active for a user defined time period after the last vehicle has exited the zone. The maximum extend time is 25.5 seconds. This operation may be associated to a particular phase.

The Delay function forces a zone to remain inactive for a user defined time period after a vehicle enters and remains in the zone. If the vehicle remains in the zone, it will activate once the programmed delay time has elapsed. The maximum delay time is 30 seconds. This operation may be associated to a particular phase state.

3.16 Two Independent Configurations

The database for each VTU shall contain two complete and independent configuration settings. These configurations are referred to as either Config #1 or Config #2. Each database contains a complete set of strip and zone layouts, tracking parameters, and calibration points for each Field of View. Each configuration also contains its own unique output assignment information.

In some cases, it is desired to switch between these two configurations to perform certain advanced functions. For instance, in applications where lanes may be reversed during certain periods, the user may desire to change the placement and function of detection or incident zones accordingly. To accomplish this, the user may select to change configurations based upon Time of Day, Input, Output, or Zone State.

Switching by Time of Day

At the specified T.O.D., the VTU will automatically switch to the Config #2 settings.

Switching by Input

To implement an input must be selected and also defined as to the desired state of ON or OFF when active. When the specified input is in the programmed state, the VTU will automatically switch to the Config #2 settings.

Switching by Output

To implement an output must be selected and also defined as to the desired state of ON or OFF when active. When the specified output is in the programmed state, the VTU will automatically switch to the Config #2 settings.

Switching by Zone

To implement, select the desired state of the zone by selecting either ON or OFF in the selection box provided. When the specified zone is in the programmed state, the field unit will automatically switch to the Config #2 settings.

4.0 PERSONAL INTERFACE COMPUTER (PIC)

4.01 Computer Interconnection

A Personal Computer Interface (PIC) provides a user-friendly interface to the VTU via an RS-232 connection.

4.02 Computer Requirements

The PIC can be any desktop, portable or laptop computer that is running, Windows 95, or Windows 98. The PIC should be a Pentium or higher with 16M RAM and a 50M available on the hard drive. A 16550 UART, standard on all new computers, is required for serial communications.

Once a password is programmed, the user will be prompted to enter their password any time that communications between the PIC and VTU are established, either through Direct Connect or by modem. Upon entering a proper password, communications will be established.

4.10 Program Updates

The VPM program can be downloaded from the PIC. The program resides in FEPR0M with a protected boot sector. This feature enables the user to download a program update without interrupting operation of the unit. A hard reset is required to implement the new software.

5.0 CAMERA SYSTEM

5.01 Camera Specification

The VTU shall utilize medium or high-resolution 1/3" or 1/2" monochrome CCD cameras. Each camera will provide a minimum of 383 lines of resolution. The camera will have a fixed focal length selected uniquely for each site and will utilize Auto-Iris lenses. The VTU will utilize RS-170, NTSC, CCIR or PAL video signals. Monochrome cameras are ten times more sensitive than color cameras under low light conditions. Therefore, monochrome are the choice cameras for video imaging applications and video detection. Since color cameras are not as sensitive as monochrome cameras under low light conditions, they should not be used for video detection applications unless there is auxiliary lighting to accommodate for the poor sensitivity under low light conditions. Optimal VTU operation will be achieved when utilizing the Philips-Burle VPK-5 series model cameras provided by the VTU manufacturer. The utilization of cameras other than the VPK-5 series cameras voids all system performance warranties.

5.02 IR Lens

The cameras will be equipped with an IR lens that attenuates 600nm -1400nm to 10%.

5.03 Enclosures/Housings

The camera shall be housed, as a minimum, in a NEMA Type IV water-resistant, dustproof enclosure. The enclosure shall have a heater mounted to the lens and a desiccant packet will be included to absorb moisture. A sunshield shall be provided.

5.04 Field Interconnection

The camera enclosure will utilize a single MS-connector for interconnection to video and power cables. Optional video and power cable configurations are available. For European considerations, a different housing with liquid tight fittings may be supplied to meet certain requirements.

5.05 Camera Mounts

6.0 ATMS REAL-TIME PROTOCOL

This specification details the requirements, data and function for a real-time adaptive system using the VTU. This specification supersedes all previous documentation and specifications regarding the VTU and the functionality described herein.

The ATMS (Advanced Traffic Management System) protocol will allow an outside source to "poll" VTU's at any given time rate for current, cumulated statistical and status information. This information can then be used adaptively by the outside source for a myriad of functions such as Adaptive Traffic Control, Incident Detection, Tunnel Management, etc.

Goals:

1. Retrieve current, cumulated statistics from selected detection zones in real-time at some "poll" rate
2. Retrieve current Camera Status
3. Retrieve current Zone State and Zone Status
4. Retrieve current Incident Status
5. Retrieve current VTU Event Status
6. Retrieve statistics stored in Flash memory with the same command

Other Features:

1. Allow a flexible polling rate without losing data due to comm errors
2. Utilize a pre-programmed time interval for cumulating zone statistics
3. Allow a Flash Memory address to be specified for statistic retrieval, where FFFF defaults to real-time statistics.

Protocol Command Structure:

There are 3 commands associated with this functionality - Rs, Ts and Nk. An Rs is issued from the controlling computer. The response should be either a Ts or Nk.

Request Statistics:

R s Cid VTid BC {[CAMid] [# Zones] [Intvl] [Status]} CRC-CCITT where:

Protocol	# bytes	Range	Description
Rs	2 bytes	N/a	A literal command meaning Request statistics
Cid	1 byte	0-255	ID of the Central Computer that is requesting
Vtid	2 bytes	0-999	ID of the VTU-900
BC	2 bytes	0-1024	Byte Count of entire frame
CAMid	1 byte	0-7	ID of the FOB for information
# Zones	1 byte	1-32	# zones for data in sequential order
Intvl	2 bytes	0-0xFFFF	Address for statistic information from Flash or FFF for Real Time Statistics
Status	1 byte	0-1	0 = Do not send Status information 1 = Send Status information
CRC-CCITT	2 bytes	0-0xFFF	CRC-CCITT

NAK - Not Acknowledge

If an 'Rs' command is not received properly, the VTU-900 will issue a NAK (Not Acknowledge) in the following format:

N k Cid VTid BC {[echo command] [error code]} CRC-CCITT where:

Protocol	# bytes	Range	Description
Nk	2 bytes	n/a	a literal command meaning Not Acknowledge
Cid	1 byte	0-255	ID of the Central Computer that is requesting
VTid	2 bytes	0-9999	ID of the VTU-900
BC	2 bytes	0-1024	Byte Count of entire frame
Echo command	2 bytes	n/a	The command being NAK'ed
Error code	1 byte	0-0xFF	The error code indicates why the command in echo command was NAK'ed
CRC-CCITT	2 bytes	0 - 0xFFFF	CRC-CCITT

Error Codes

- 1 = Invalid Command in Transmitted Packet
- 2 = Bad Byte Count in Transmitted Packet
- 3 = Bad Msg. Length in Transmitted Packet
- 4 = Bad Address in Transmitted Packet
- 5 = Parity Error in Transmitted Packet
- 6 = Field Unit Not Ready
- 7 = Overrun Error in Transmitted Packet
- 8 = Framing Error in Transmitted Packet
- 9 = Bad Password
- 10 = Unexpected Command at Field Unit
- 11 = Bad CRC in Transmitted Packet
- 12 = Modem Return Code
- 13 = Cannot Stop Video
- 14 = Command Not Executed
- 15 = Command Aborted
- 16 = Could not End Video
- 17 = Bad CRC's in Database
- 18 = Data Not Valid in Transmitted Packet

7.0 TECHNICAL SUPPORT

7.01 Site Survey

A detailed site survey by a factory trained and certified representative is conducted prior to the deployment of the VTU. This site survey will ensure that the choice of camera(s), camera locations, optics, and data/video interconnect is appropriate for the application.

7.02 Technical Support

Technical support for VTU elements is immediately available worldwide. On site support is also available through a global distribution and service network.

8.0 WARRANTY

8.01 Warranty

The manufacturer warrants this product against manufacturing defects in materials and workmanship for two years from the date of shipment from the factory. Specific contracts and regional laws may vary or alter these terms. Extended service and warranty plans are available from the VTU manufacturer. VTU deployment with cameras other than those recommended by the manufacturer will void any guarantees or claims made regarding the performance accuracy of the system, but will not affect the warranty on the VTU chassis and video processing electronics. The manufacturer's products are protected by one or more US and international patents and patents pending. Warranty registration is required of the end-user within 30-days from product initialization to receive complimentary product enhancements and upgrades within the first year.

8.02 Certification of Compliance- NEMA

The manufacturer warrants this product to be in full compliance with all NEMA hardware environmental requirements, and will produce independent laboratory product certification upon request.

8.03 Certification of Compliance- CE

The manufacturer warrants this product, when configured with a conversion kit, to be in full compliance of all CE (European) requirements pertaining to electromagnetic interference (EMI). The manufacturer will produce independent laboratory product certification upon request.

CITY OF FAYETTEVILLE, ARKANSAS
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in bid. The responsibility of payment shall remain with the successful bidder.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
6. The bid price shall remain good and firm until project is completed.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form.
12. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.

BID LIST FOR VIDEO DETECTION SYSTEM

October 1999

PINKLEY & ASSOCIATES
344 W. Hefner Road
Oklahoma City, OK 73114
(405)-755-0858

TEMPLE, INC.
P.O. Box 2066
Decatur, AL 35602
(800)-633-3221

ECONOLITE PRODUCTS
P.O. Box 1299
Route 5, Box 977
Blanchard, OK 73010
(405)-485-2230

ACCOUNT#	4470-9470-5801-00
PROJECT#	96009
SUB PROJECT#	9901

PUBLICATIONS &
DUES ACCOUNT# 1010-5320-5301-00

DEPARTMENTAL CORRESPONDENCE

TO: Mrs. Peggy Vice, Purchasing Officer

FROM: Mr. Perry Franklin, Traffic Division Superintendent



DATE: November 17, 1999

SUBJECT: Recommendation for Bid# 99-85 (Video Detection System)

Per Bid Tabulation Sheet Dated November 16, 1999, I recommend Bid# 99-85 for a Video Vehicle Tracking and Detection System for the Joyce Blvd. and N. College Ave. intersection be awarded to the low bidder Pinkley Sales Company of Oklahoma City, Oklahoma. Pinkley Sales Company submitted the low bid of \$31,000. We have a remaining balance of \$89,973 for traffic signal improvements in the Sales Tax Capital Improvements Fund Account# 4470-9470-5801-00 (Project # 96009 - 9901).

If you need any further information regarding this recommendation, please feel free to call me.

Thanks!

BID: 99-85
DATE: 11/16/99
TIME: 11/30 AM
CITY OF FAYETTEVILLE

DESCRIPTION: VIDEO VEHICLE TRACKING & DETECTION SYSTEM

BIDDER	ITEM #1
--------	---------

TEMPLE INC

no bid

PINKLEY SALES CO

\$31,000.00

Certified by P. Vias P Vice Purch
Witness R. Williams Date 11/16/99

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 07, 1999

FROM:

Ed Connell Engineering Public Works
Name Division Department

ACTION REQUIRED: A resolution approving the Offer and Acceptance Agreement dated November 5, 1999, between John D. and Rebecca M. Ginger and the City of Fayetteville, for the sale of 4.00 acres of land (designated as Tract "B") located at the water storage tank site on Gulley Road, Washington County, for the amount of \$80,000.

COST TO CITY:

\$ -80,000.00 \$ - 0- GAIN/LOSS ON SALE OF ASSETS
Cost of this Request Category/Project Budget Category/Project Name

5400-0940-6881-02 \$ <3,360> Revenue _____
Account Number Funds Used To Date Program Name

98044 \$ <3,360> Water/Sewer
Project Number Remaining Balance Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

[Signature] _____
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn G. Cramer 11-23-99
Accounting Manager Date
[Signature] 11-24-99
City Attorney Date
P. Vice 11-24-99
Purchasing Officer Date

[Signature] 11-24-99
Internal Auditor Date

ADA Coordinator Date

STAFF RECOMMENDATION: Staff recommends sale of this land to Dr. and Mrs. Ginger, adjacent land owners on the South side of entry road to the tank. The City does not anticipate the need or use of said land for public purposes.

[Signature]
Division Head
[Signature]
Department Director
[Signature]
Administrative Services Director
[Signature]
Mayor

Date

Date
11/24/99
Date
11/24/99
Date

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

STAFF REVIEW FORM

Description Sale of 4.0 Acres of Gulley Road tank site property to Dr. and Mrs. Ginger Meeting Date December 7, 1999

Comments:	Reference Comments:
Budget Coordinator	
Accounting Manager	
City Attorney	
Purchasing Officer	
ADA Coordinator	
Internal Auditor	

DEPARTMENTAL CORRESPONDENCE

DATE: November 9, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Kevin Crosson/ John Mcguire, Administrative Services Director
Jim Beavers, City Engineer

FROM: Ed Connell, City Land Agent 

RE: Gulley Road Tank Site Property
Sale of 4.0 Acres to John D. Ginger

On October 4, 1999, the Mayor received a letter from (Dr.) John D. Ginger tendering an offer of \$80,000 for the front four acres of land associated with the new water tank site on Gulley Road. When the City purchased the tank site property in 1998, we were required to acquire the entirety of this tract of land amounting to 12.00 acres. The City paid \$240,000 for that property.

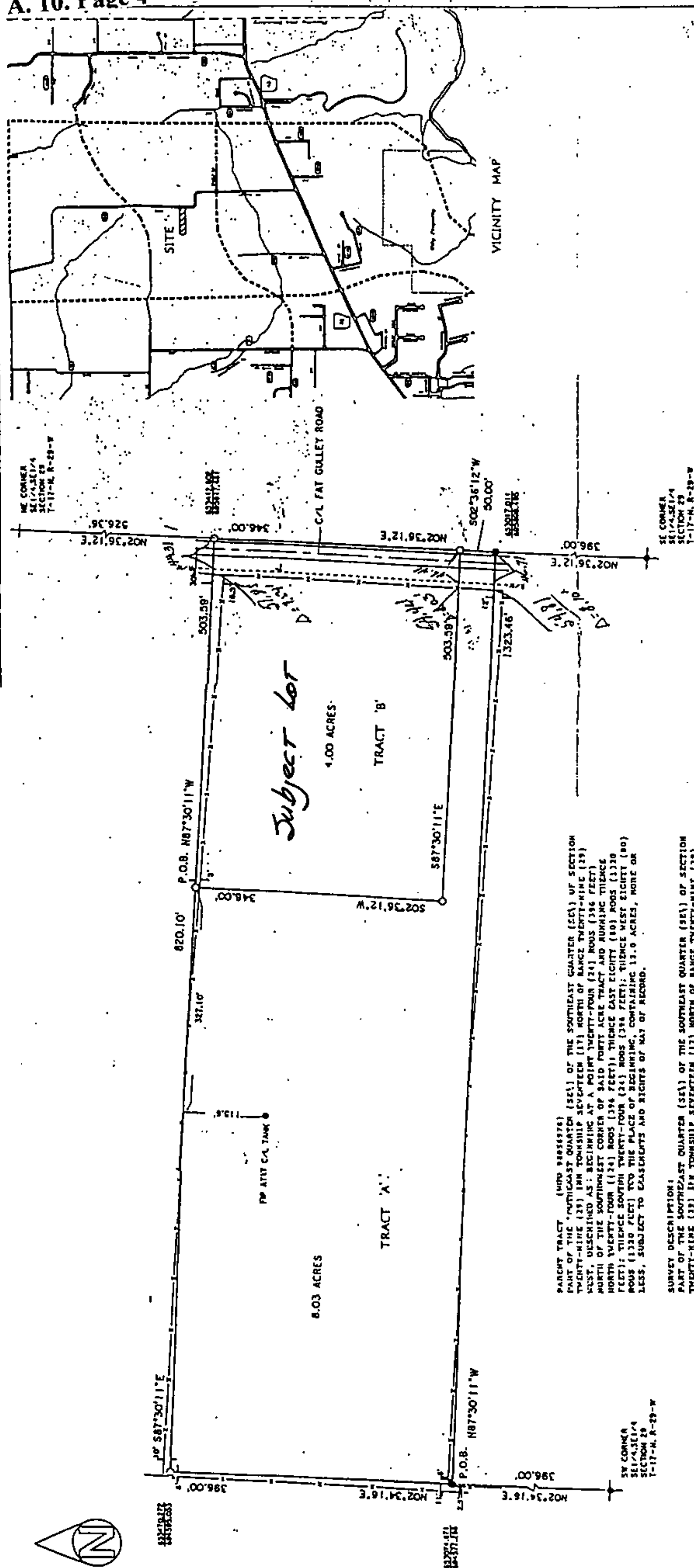
When the tank site property was surveyed, we requested the surveyor to section out 4.0 acres, adjacent to Gulley Road, for potential sale, which was not necessary for the current water tower or any future tower. Accordingly, Dr. and Mrs. Ginger have entered into an *Offer and Acceptance Agreement* with the City for the purchase of this four acres tract. City Council approval of such sale is necessary before the transaction can be implemented.

The Gulley Rd. tank site property is located in Washington County and the City growth area. This office has submitted, and received approval, for the proposed lot split from Washington County Planning Dept. and the City Planning Division. Attached are copies of such approvals.

As noted in the attached survey, the 12.0 acre land purchase by the City included approximately 0.4 acres of land considered to be within the right of way of Gulley Road. The subject 4.0 acre tract (Tract "B") will also include approximately 0.3 acre within said existing right of way.

City staff considers the remaining 8.0 acres sufficient for any future needs. As noted in the attached survey, the City is retaining a 50 foot wide portion of the original tract as entry to the tank site.

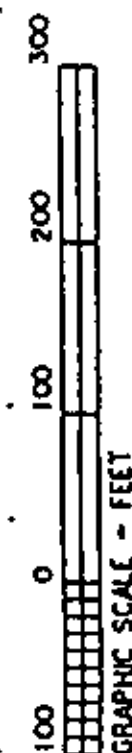
Dr. and Mrs. Ginger ask City Council acceptance and approval of the offer (\$80,000) that they have made for this four (4.00) acre tract. There will be some minor closing costs associated with transaction which will reduce the net amount to the City by about \$300.00.



5/5: 69.094957

LEGEND

- FOUND IRON PIN
- FOUND PIPE
- CONCRETE MONUMENT
- ① FOUND R.A. SPIKE
- SET IRON PIN
- ⊕ COTTON SPINDLE
- + COMPUTED CORNER
- △ RIGHT-OF-WAY MON.

STATE SURVEYORS CODE
500-17N-29W-0-29-220-72-1005

NAME	CITY OF FAYETTEVILLE / H98-0003018-001
CITY	FAYETTEVILLE
COUNTY	WASHINGTON
STATE	ARKANSAS
DATE	08/16/1998
SCALE	1" = 100'
JOB NO.	98289

ARA. Alan Reid
 8 ASSOCIATES
 PROFESSIONAL
 LAMP
 SURVEYORS
 110 N. COLLEGE AVE.
 FAYETTEVILLE, AR 72701
 901 444 8784
 Fax 901 444 0964

PARENT TRACT (UNDO RECORDED)
PART OF THE "SOUTHWEST QUARTER [25.1] OF THE SOUTHEAST QUARTER [25.1] OF SECTION TWENTY-TWO (13) TOWNSHIP SEVENTEEN [17] NORTH OF RANGE TWENTY-NINE [19] WEST, DESIGNATED AS: BEGINNING AT A POINT TWENTY-FOUR (24) FEET AND 336 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE NORTH TWENTY-FOUR (24) FEET (394 FEET) THENCE EAST EIGHTY (80) FEET (1330 FEET) THENCE SOUTH TWENTY-FOUR (24) FEET (384 FEET) THENCE WEST EIGHTY (80) FEET (1320 FEET) TO THE PLACE OF BEGINNING, CONTAINING 13.0 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEY DESCRIPTION:
PART OF THE SOUTHEAST QUARTER (SE1) OF THE SOUTHWEST QUARTER (SE1) OF SECTION TWENTY-NINE (19) 14TH TOWNSHIP SEVENTEEN (17) NORTH OF RANGE THIRTY-NINE (39) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING AN EXISTING IRON/ THENCE NO2 31°16' E. ALONG THE WEST LINE OF SAID 40 ACRE TRACT 396.00 FEET TO AN EXISTING IRON/ FROM THE TRUE POINT OF BEGINNING; THENCE NO3 31°14° E 394.00 FEET TO A SET IRON; THENCE S87°30'11" E 1333.49 FEET TO A SET IRON ON THE EAST LINE OF SAID 40 ACRE TRACT; THENCE S82°36'12" W ALONG THE EAST LINE OF SAID 40 ACRE TRACT 396.00 FEET TO AN EXISTING IRON/ 387°30'11" W 1333.16 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.03 ACRES. MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 13.03 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PATT CULLET ROAD ALONG THE ENTIRE EAST BOUNDARY AND ANY OTHER EASEMENTS OF RECORD.

TRACT 'A' PART OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION TWENTY-NINE (29) 1 $\frac{1}{2}$ W TOWNSHIP SEVENTEEN (17) NORTH OF RANGE TWENTY-NINE (29) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRES TRACT, SAID POINT BEING AN EXISTING IRON; THENCE S03°34'16"E ALONG THE WEST LINE OF SAID 40 ACRES TRACT 316.00 FEET TO AN EXISTING IRON; THENCE S03°30'11"E ALONG THE TRUE POINT OF BEGINNING; THENCE N07°30'11"E 396.00 FEET TO A SET IRON; THENCE S67°30'11"E 470.18 FEET TO A SET IRON; THENCE S03°36'12"E 309.39 FEET TO A SET IRON ON THE EAST LINE OF SAID 40 ACRES TRACT; THENCE S03°36'12"E ALONG THE EAST LINE OF SAID 40 ACRES TRACT 50.00 FEET TO AN EXISTING IRON; N07°30'11"E 1333.16 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.03 ACRES, MORE OR LESS, WASHINGTON COUNTY, ALABAMA. THE ABOVE DESCRIBED 3.03 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF FAT CULLEY ROAD ALONG THE ENTIRE EAST BOUNDARY AND ANY OTHER EASEMENTS OF RECORD.

TRACT 'B' PART OF THE SOUTHWEST QUARTER (32¹/₂) OF THE SOUTHEAST QUARTER (32¹/₂) OF SECTION TWENTY-NINE (29) IN TOWNSHIP SEVENTEEN (17) NORTH OF RANGE TWENTY-NINE (19) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING AN EXISTING IRON; THENCE NO. 34°11'11" E ALONG THE EASE LINE OF SAID 40 ACRE TRACT 793.00 FEET TO A SET IRON; THENCE S 87°39'11" E 830.10 FEET TO A SET IRON FOR THE TRUE POINT OF BEGINNING; THENCE S 61°12'30" E 344.00 FEET TO A SET IRON; THENCE S 87°39'11" E 391.39 FEET TO A SET IRON ON THE EAST LINE OF SAID 40 ACRE TRACT; THENCE NO. 36°12'30" E ALONG THE EAST LINE OF SAID 40 ACRE TRACT 346.00 FEET TO A SET IRON; NO. 39°11'11" W 393.59 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.00 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 4.00 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF FAY GULLEY ROAD ALONG THE ENTIRE EAST BOUNDARY AND ANY OTHER EASEMENTS OF RECORD. . .

OFFER AND ACCEPTANCE CONTRACT

1. That John D. Ginger and Rebecca M. Ginger, husband and wife, hereinafter referred to as the Buyer, offer to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **\$80,000.00**
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a check for **\$1,000.00** to the **City of Fayetteville, Arkansas**, a municipal corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of ~~sale~~ is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract. The contingent earnest money deposit shall be held in escrow by the Seller.
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish, at the Seller's cost, a policy of title insurance in the amount of the purchase price from a title insurance company selected by the Seller.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer. Seller agrees to provide Buyer with a copy of Seller's survey on said property, said survey having been conducted by Alan Reid & Associates dated August 18, 1998 as Job No. 98289 and filed as Deed Record 99-094957 with the Office of the Circuit Clerk, Washington County, Arkansas.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT
Page 2 of 4

8. Seller and Buyer shall determine a mutually agreeable closing date, but in no event shall said closing date extend beyond sixty (60) days after approval to sell by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day. Closing shall be held at the offices of the Seller.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or designates to enter the above described property and improvements for the purpose of inspection and survey.
11. All fixtures, improvements and attached equipment, if any, on the described property are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted on or before the 17th day of November, 1999.
17. **NOTICE: SELLER ASSERTS AND BUYER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF SALE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$1,000.00 EARNEST MONEY DEPOSIT.**

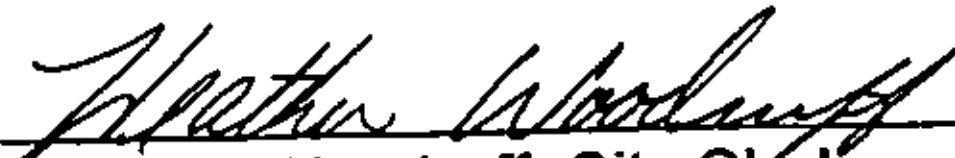
OFFER AND ACCEPTANCE CONTRACT
Page 3 of 4

SELLER: CITY OF FAYETTEVILLE, ARKANSAS, a municipal corporation



Fred Hanna, Mayor

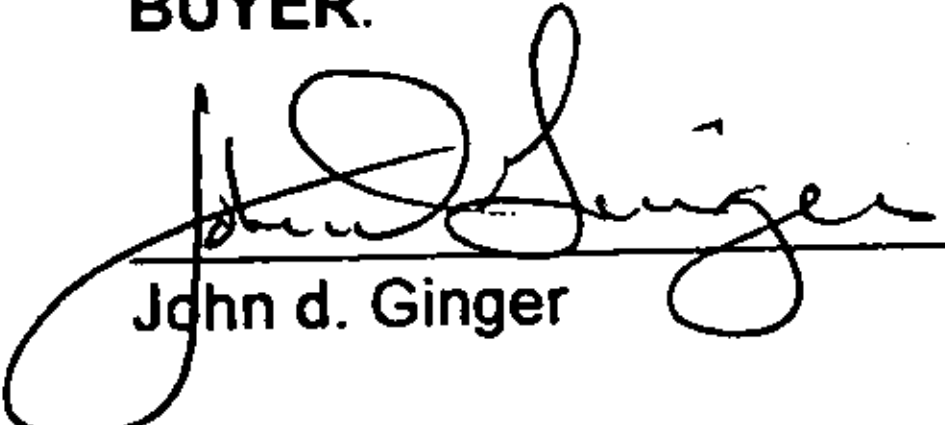
Date: 11/5/99



Heather Woodruff, City Clerk

Date: 11/5/99

BUYER:



John d. Ginger

Date: Nov 5, 99



Rebecca M. Ginger

Date: Nov 5, 99

OFFER AND ACCEPTANCE CONTRACT

Page 4 of 4

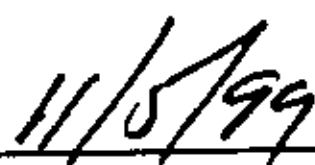
EXHIBIT "A"
PROPERTY DESCRIPTION

Part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 29 in Township 17 North of Range 29 West, being more particularly described as follows: Commencing at the Southwest corner of said 40 acre tract, said point being an iron pin; thence North 02° 34' 16" East along the West line of said 40 acres tract 792.00 feet to an iron pin, thence South 87° 30' 11" East 820.10 feet to an iron pin and true Point of Beginning; thence South 02° 36' 12" West 346.00 feet to an iron pin; thence South 87° 30' 11" East 503.59 feet to an iron pin on the East line of said 40 acre tract; thence North 02° 36' 12" East along the East line of said 40 acre tract 346.00 feet to an iron pin; thence North 87° 30' 11" West 503.59 feet to the Point of Beginning, containing 4.00 acres, more or less, Washington County, Arkansas. The above described 4.00 acre tract being subject to the right of way of Fat Gulley Road along the entire East boundary and any other easements of record.

SIGNED FOR IDENTIFICATION:

SELLER: City of Fayetteville, Arkansas;


Fred Hanna, Mayor


Date

BUYER:

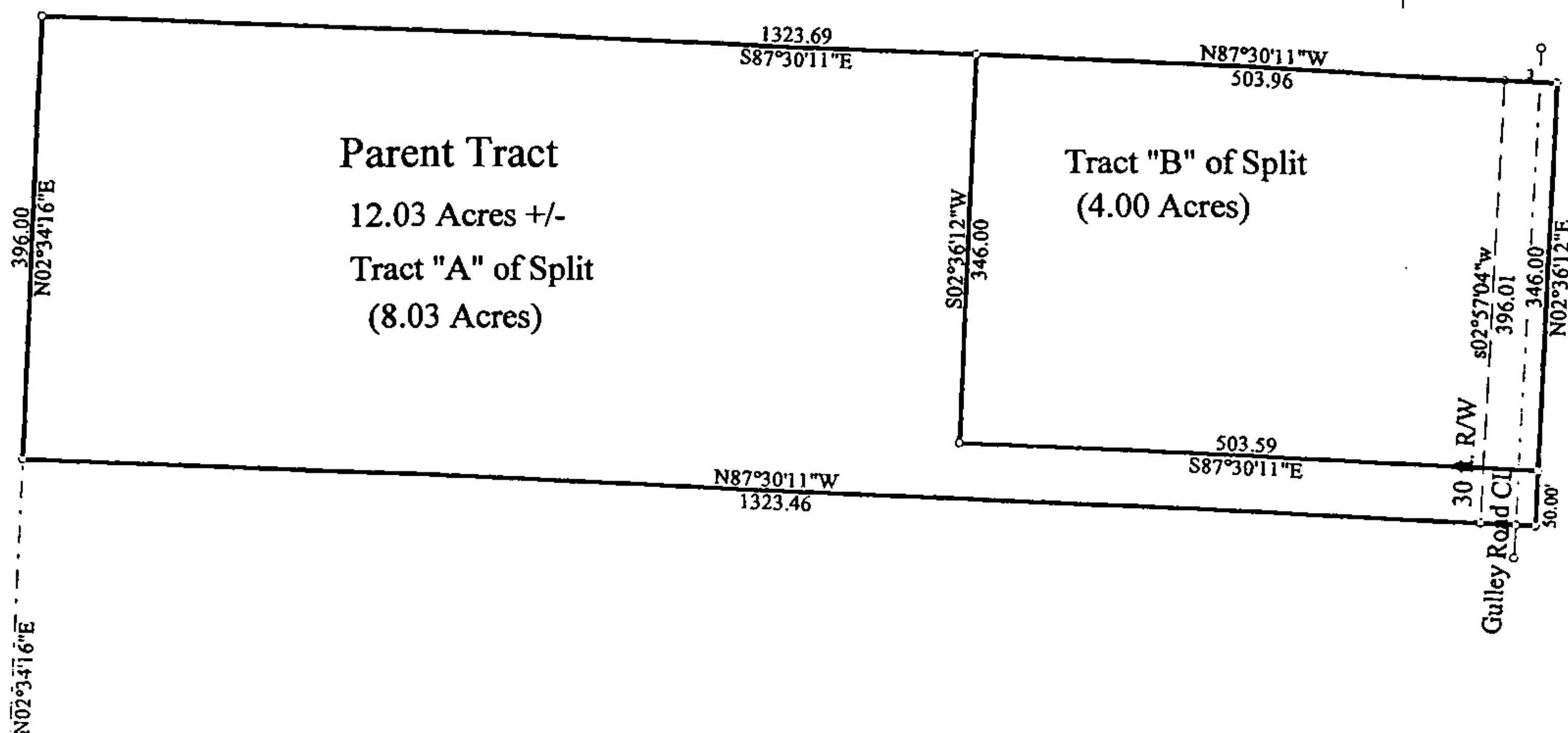

John D. Ginger


Date


Rebecca M. Ginger


Date

N



SW Corner
SE-SE-29-17-29

Title: Parent Tract; as per Survey #98-0003014-001		Date: 10-13-1999
Scale: 1 inch = 176 feet	File: TNK-SPLT.DES	
Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.3416w 396.00 feet: Precision =1/ 1: Perimeter = 396 feet		
Tract 2: 12.032 Acres: 48693.7 Sq Meters: No significant closure error. : Perimeter = 3439 feet		
Tract 3: 0.414 Acres: 18022 Sq Feet: 1674.3 Sq Meters: No significant closure error. : Perimeter = 883 feet		
Tract 4: 0.018 Acres: 795 Sq Feet: 73.9 Sq Meters: Closure = s06.5837w 427.29 feet: Precision =1/ 1: Perimeter = 516 feet		
Tract 5: 4.002 Acres: 174306 Sq Feet: 16193.5 Sq Meters: Closure = s87.3011e 0.37 feet: Precision =1/4593: Perimeter = 1700 feet		
001=N02.3416E 396.00	009=S87.3011E 46.71	017=@4
002=@2	010=**N02.3612E 396.00	018=/S87.3011E 820.10
003=N02.3416E 396.00	011=N87.3011W 44.31	019=S02.3612W 346.00
004=S87.3011E 1323.69	012=s02.5704w 396.01	020=S87.3011E 503.59
005=**S02.3612W 396.00	013=@13 Rd Centerline	021=N02.3612E 346.00
006=N87.3011W 1323.46	014=S87.3011E 30	022=N87.3011W 503.96
007=@6	015=S02.5704W 30	
008=/N87.3011W 46.71	016=N02.5704E 456	

CITY OF FAYETTEVILLE, ARKANSAS

LOT SPLIT

FOR STAFF USE ONLY	FEE: \$200.00
Date Application Submitted: <u>10-26-99</u>	S-T-R: <u>29-17-29</u>
Date Accepted as Complete: <u>LS99-23</u>	PP#: <u>219</u>
Case / Appeal Number: <u>Admin.</u>	Zone: <u>City</u>
Public Hearing Date:	

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☐ Applicant ☒ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name- CITY OF FAYETTEVILLE, AK

Name- ED CONNELL
LAND AGENT

Address - 113 W. MOUNTAIN ST.
FAYETTEVILLE, AK 72701

Address - SAME

Phone - (501) 444-3415

Phone - () SAME

Fax - ()

Fax - ()

Site Address / Location: GULLEY ROAD WATER TOWER SITE

Current Zoning District: WASHINGTON COUNTY

Assessor's Parcel Number(s) for subject property: 001-15501-006

Size of Parent Tract (in acres): 12.0

Resulting tracts (in acres): "A"-8.0, "B"-4.0

Previous divisions of parent tract (dates and brief description): None SINCE 1971, DO NOT
KNOW BEFORE THAT DATE.

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

CITY OF FAYETTEVILLE ALOR

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Edward D. Connell Date: 10-15-99

Signature: Edward D. Connell

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): CITY OF FAYETTEVILLE, AL

Signature: [Signature]

Date: 10/18/99

Address - _____

Phone - _____
()

Name (printed): _____

Signature: _____

Date: _____

Address - _____

Phone - _____
()

Staff Use Only

Administrative Approval:

[Signature]
City Planner Tim Cooklin

11-1-99
Date

Conditions:



WASHINGTON COUNTY PLANNING OFFICE

#4 S. College Ave., Suite 205

Fayetteville, AR 72701

Phone: (501) 444-1724

Fax: (501) 444-1786

CLAIM OF EXEMPTION APPROVAL

Exemption No. : 1999-221

10/14/99

City of Fayetteville
113 West Mountain Steet
Fayetteville, AR 72701

Your claim of an exemption from the Washington County subdivision regulations on the property located in Section 29 , Township 17 North , Range 29 West, has been approved by the Washington County Planning Administrator. The divisions will be from property recorded at the Washington County Assessors Office as parcel number(s) : 001-15561-000

The property, which is currently 12 acres, is proposed to be divided into 2 tracts. The transfers hereby approved are as follows :

4 acres	To be sold
8 acres	Remaining

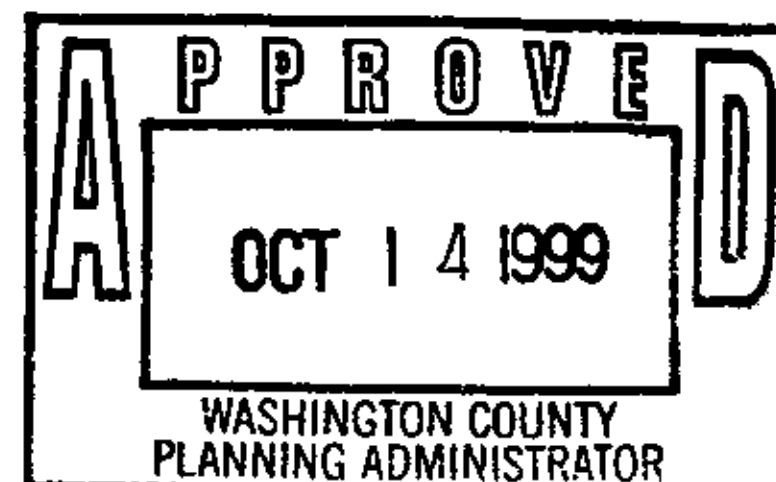
Previous divisions on this property as as follows
none since 1971

THIS APPROVAL DOES NOT exempt these divisions from required subdivision approval by the Arkansas State Health Department. For more information on these requirements, contact a sanitarian with the Health Department at (501) 521-8181.

FURTHERMORE, This property is in the City of Fayetteville planning area, and must be approved by Fayetteville.

This approval is based on the information submitted, and does not, in any way, hold Washington County liabl for the accuracy or legality of the information submitted by the applicant.

Signed : *Sarah Pelt* Date: 10/14/99
(Planning Administrator)



October 4, 1999

OCT 04 1999

City of Fayetteville
Office of the Mayor
City Administration Building
Fayetteville, Arkansas 72701

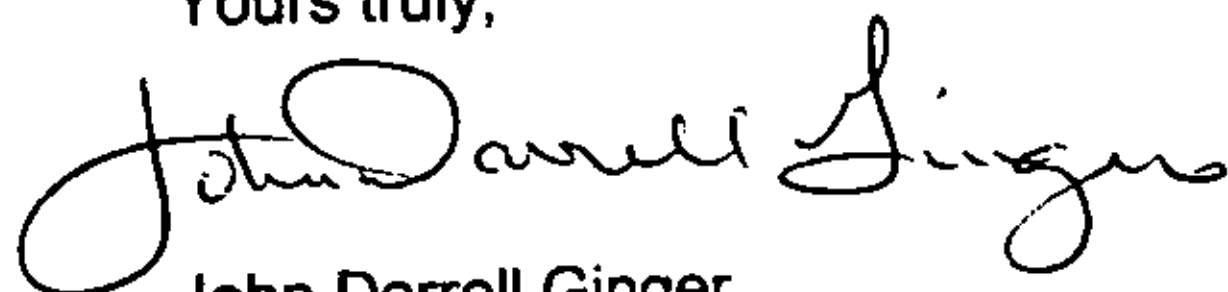
Dear Mayor Hanna,

This letter comes in regard to the property belonging to the city of Fayetteville on Gulley Road in front of the new city water tank. It is our understanding that the city has excess acreage that exceeds the needs of the city. We would like to purchase the four acres that is detailed in the survey enclosed. We will tender an offer of \$20,000.00 per acre for a total of \$80,000.00. The legal description is as follows: Tract 'B'

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-NINE (29) IN TOWNSHIP SEVENTEEN (17) NORTH OF RANGE TWENTY-NINE (29) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING AN EXISTING IRON; THENCE N02°34'16"E ALONG THE WEST LINE OF SAID 40 ACRE TRACT 792.00 FEET TO A SET IRON; THENCE S87°30'11"E 820.10 FEET TO A SET IRON FOR THE TRUE POINT OF BEGINNING; THENCE S02°36'12" W 346.00 FEET TO A SET IRON; THENCE S87°30'11"E 503.59 FEET TO A SET IRON ON THE EAST LINE OF SAID 40 ACRE TRACT; THENCE N02°36'12"E ALONG THE EAST LINE OF SAID 40 ACRE TRACT 346.00 FEET TO A SET IRON; N87°30'11"W 503.59 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.00 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 4.00 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF FAT GULLEY ROAD ALONG THE ENTIRE EAST BOUNDARY AND ANY OTHER EASMENTS OF RECORD.

Please inform us of the next step for us to secure this property.

Yours truly,



John Darrell Ginger
3241 N. Gulley Road
Fayetteville, AR, 72703
521-8990

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 28, 1999

Dr. and Mrs. John D. Ginger
3241 N. Gulley Road
Fayetteville, AR 72703

RE: Gulley Rd. Water Storage Property
Possible Purchase of 4.0 Acres

Dear Dr. and Mrs. Ginger:

As indicated in our letter of October 12, 1999, we are pleased to include herewith a proposed *Offer and Acceptance Agreement* with regard to your inquiry on the purchase of the East 4.00 acres of the 12.03 acre Water Storage property on Gulley Road. We have taken the liberty to pattern this document in a manner that the City normally will use in purchasing property, however, you may wish to modify according to your liking.

As stated in our previous letter, lot split approval from the County and the City are required before we can go before the City Council to seek their approval of a sale. We have received the approval of Washington County and have submitted for City Planning approval. Once we have City Planning approval and an agreed upon *Offer and Acceptance Agreement*, we can submit for City Council agreement to accept of your offer.

Unless you may wish otherwise, we would not anticipate using a closing agent on this transaction. The City will secure the title insurance commitment from Bronson Abstract Company; the insurance policy will be issued in your name after the transaction is complete. The City will prepare the deed and closing statement and will pay the taxes due for 1999.

A couple of notations on the property itself:

- (1) Gulley road right of way will remain at 30 feet on each side of centerline. Since the City purchase was to the Section line which is about 15 feet East of Gulley Road centerline, thus the total right of way is about 45 feet, more or less. Specific distances are hand written on the survey. City roadway master plan does not anticipate an change in Gulley Road designation. On the 4.00 acre site, road right of way consists about 0.360 acre.
- (2) The East side fence on the 4.00 acre tract is approximately 8.0 feet West of the road right of way. Since the City has a large waterline just inside the road right of way, the City will dedicate to itself, prior to any transaction, a water/sewer easement for the area West of the right of way to the fence line.
- (3) Ozarks Electric Cooperative has a power line that runs along the North boundary of the entire 12.03 acre parent tract. This line has been in for more than 7 years, thus Ozarks claims a prescriptive easement that runs 15 feet on both sides of the line or poles. It is the intent of the City to provide Ozarks with a documented easement as determined in accordance with the recent survey.

John D. And Rebecca M. Ginger
October 28, 1999
Page 2

It probably will take a couple of weeks before we get lot split approval from the Fayetteville Planning Department.

In the meantime, we need to put together the *Offer and Acceptance Agreement*, so such can be presented to the Council for approval. Included are two originals of the proposed document. We can modify if you wish, otherwise, please sign both and return them to this office, along with the earnest money. After the Mayor has signed, one original will be returned for your files. This, along with the lot split approvals, can be submitted for Council approval, hopefully before the end of the year.

Give me a call at 444-3415 if you require clarification or if you wish to change anything.

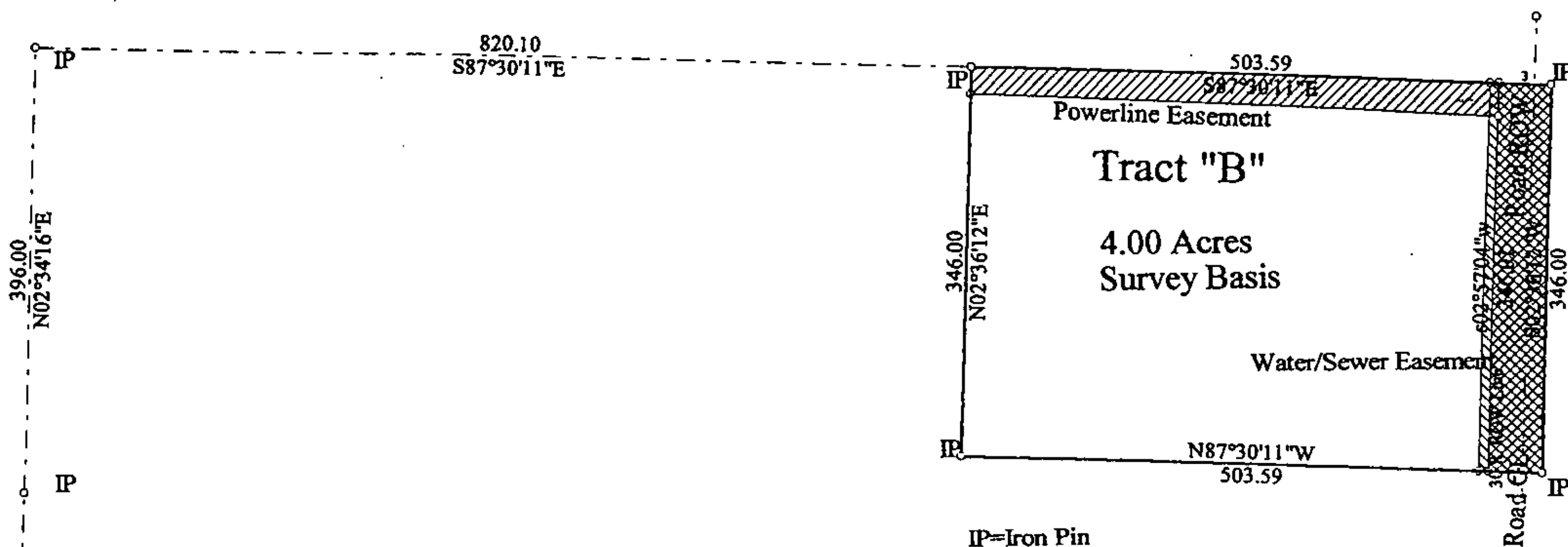
Sincerely,


Edward D. Connell
City Land Agent

cc: Fred Hanna, Mayor

Enclosures

N



IP=Iron Pin

Road R/W= 15,695 sq. ft. (0.36 Ac)

SW Corner

SE-SE-29-17-29

Title: Tract "B": Split Parcel ,4.0 Acres

Date: 10-13-1999

Scale: 1 inch = 176 feet

File: TK-TRKB.DES

Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s48.3153w 1140.84 feet: Precision = 1/ 1: Perimeter = 1612 feet
 Tract 2: 4.000 Acres: 174242 Sq Feet: 16187.6 Sq Meters: No significant closure error. : Perimeter = 1699 feet
 Tract 3: 0.360 Acres: 15695 Sq Feet: 1458.1 Sq Meters: No significant closure error. : Perimeter = 783 feet
 Tract 4: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.5704w 436.00 feet: Precision = 1/ 1: Perimeter = 436 feet
 Tract 5: 0.062 Acres: 2694 Sq Feet: 250.2 Sq Meters: No significant closure error. : Perimeter = 708 feet
 Tract 6: 0.283 Acres: 12313 Sq Feet: 1143.9 Sq Meters: No significant closure error. : Perimeter = 972 feet

001=N02.3416E 396.00

012=**N02.3612E 346.00

023=N87.3011W 8.03

002=N02.3416E 396.00

013=N87.3011W 44.31

024=n03.0156e 346.01

003=S87.3011E 820.10

014=s02.5704w 346.01

025=@6

004=@4 Tr "B" Boundary

015=@15 Rd. Centerline

026=/N87.3011W 44.31

005=S87.3011E 503.59

016=/S87.3011E 30

027=S02.5704W 29.62

006=S02.3612W 346.00

017=/S02.5704W 30

028=n86.4811w 459.12

007=N87.3011W 503.59

018=N02.5704E 436

029=N02.3612E 24.01

008=N02.3612E 346.00

019=@6 Water/Sewer Esmt

030=S87.3011E 459.28

009=@7 ROW

020=/N87.3011W 51.85

010=/N87.3011W 46.41

021=S87.3011E 7.54

011=S87.3011E 46.41

022=S02.5704W 346.01

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

A.11

SEWER DAMAGES CLAIM

DEPARTMENTAL CORRESPONDENCE

November 24, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Subject: Agenda Item
Claim for Damages
2082 North Hailey Drive
Fayetteville, Arkansas

A claim for sewer damages at the above referenced address will be submitted to the Council for consideration at the November 30 Council Agenda. The claim will be for a maximum of \$27,184.69. A budget adjustment will also be required to cover this cost.

The claim involves a situation where a combination of raw sewage and mud and other debris backed up into a new residence and flooded the entire ground floor. The circumstances necessitated the family moving out of the house while the clean-up was being done. The total time needed for the clean-up and other repairs was 3 weeks. The family spent at least part of that time living in a motel.

The sum of \$27,184.69 is a maximum amount for the claim. Some of that total has not been verified and agreed to, however, the Staff will be recommending approval of at least an amount in excess of \$20,000.00.

We expect to have all documentation available for the Council at the Agenda Meeting on Tuesday, November 30 as well as our final recommendation on the amount of the claim. We are seeking approval of this claim as quickly as possible because of the large amount of the claim and because the cleaning service which performed the majority of the work (valued at \$17,154.15) is experiencing financial difficulties because of the time and resources they put into the clean-up effort. They have not been paid to date.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of December 7, 1999.

FROM:		
Tim Conklin	Planning	Public Works
_____ Name	_____ Division	_____ Department

ACTION REQUESTED: To approve an ordinance for VA 99-13.00 submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right of way for 28th Court located west of Club Oak Drive within Edge Hill Subdivision.

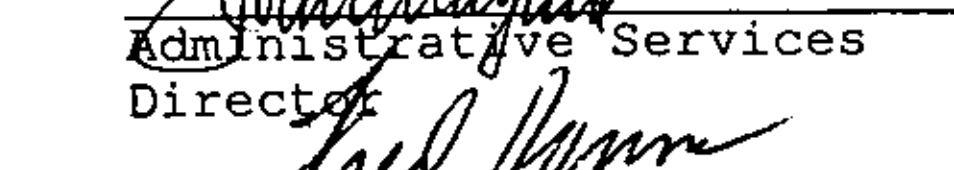
COST TO CITY:

\$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	11-19-99 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission voted to approve the vacation request with a vote of 5-2-0. Commissioners Estes and Johnson voted against the motion.

	11-19-99 Date	Cross Reference New Item: Yes No Prev Ord/Res#: _____ Orig Contract Date: _____
	11-22-99 Date	
	11-22-99 Date	
	11/22/99 Date	

PC Meeting of 08 Nov 99

FAYETTEVILLE

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

Street Right of Way Vacation
Buddy R. Peoples

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: November 4, 1999

Project: VA 99.00-13.00: Vacation (Peoples, pp 679) was submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right of way for 28th Court located west of Club Oak Drive within the Edge Hill Subdivision.

This project was tabled at the October 25, 1999 Planning Commission Meeting in order to determine the actual grade of 28th Court and to determine the existing access onto the adjacent property owner's property. See the attached drawings for these findings.

Recommendation: Approval of street right of way vacation subject to the following items:

1. All easements shall be retained as requested by the City and utility companies.
2. A property line adjustment shall be processed in order to combine lots 20, 25 & 26 into one large lot. This is necessary in order to avoid the creation of tandem lots. Only one structure shall be permitted on this property which will be accessed from Club Oak Drive.

Background:

The applicant has submitted the adjacent property owner notification forms as required. One property owner, Mr. Frank Scott (owner of the property to the west) did object to the proposed vacation stating, "*The elimination of the right of way for this street would seriously hinder possible future development of my property on the west, which could be served by this street.*" All other adjacent property owners stated that they had no objection to the proposed right of way vacation.

After the October 25, 1999 Planning Commission meeting, staff received a copy of Mr. Scott's property description. This deed description was used to create several maps as requested by the Commission. Maps included with this report indicate that the Scott property is immediately adjacent to approximately 278' of City right of way for Ravenwood Drive located at the northeast corner of the property. This property also has access along the western property line to undeveloped City right of way for Peach Street (approx. 30').

Also included with this staff report is a memo dated February 26, 199 from the City Engineering Division which provides examples of approximate street grades within the City of Fayetteville.

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

Ozarks Electric - No service in area.

Southwestern Electric Power Company - No objections provided that a 15' Utility Easement be provided from Lots 21-25 to Lots 20-26.

Arkansas Western Gas - No objections provided that a 25' Utility Easement be provided for all existing gas lines.

SW Bell - No objections provided that a utility easement 7.5' in wide be provided at the rear lot line of Lots 20, 21, 25, and 26.

TCA Cable - No objections provided that a 15' Utility Easement remains in the rear of and between Lots 20 and 21.

City of Fayetteville:

Water/Sewer - No objections provided that any water and/or sewer plans for Lots 25 and 26 must be approved prior to installation. These may require a public utility easement and/or water/sewer extensions.

Street Department - No objections.

Solid Waste - No objections.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: 11/08/99

Comments:

CITY COUNCIL ACTION: yes Required
_____ Approved _____ Denied

Date: / /

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

ENGINEERING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Ron Petrie P.E., Staff Engineer
THRU: Tim Conklin, Planning Director
DATE: November 8, 1999
SUBJECT: Street Right-of-Way Vacation (VA 99-13.00)

Upon request by the Planning Commissioners present at the November 4, 1999 Agenda Session, the following information is offered for this right-of-way vacation:

According to as-built plans, the steepest grade on the reconstructed portion of 24th Street is 15.80%. This grade is shown to extend for approximately 400 feet.

The Minimum Street Standards that were adopted by the City Council on August 6, 1996 states, "*The maximum allowable grade for local streets shall be 10 percent with a provision for a 15 percent grade for a maximum distance of 300 feet in the case of hilly terrain.*"

Based upon the fact that access to Mr. Scott's property can be obtained from existing right-of-way at areas which do not exceed the maximum allowable slope, the Engineering Department does not object to this proposed vacation.

FAYETTEVILLE

E CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Alett Little, Planning Management Director
From: Jim Beavers, Engineering
Date: 26 Feb 96
Re: street slopes

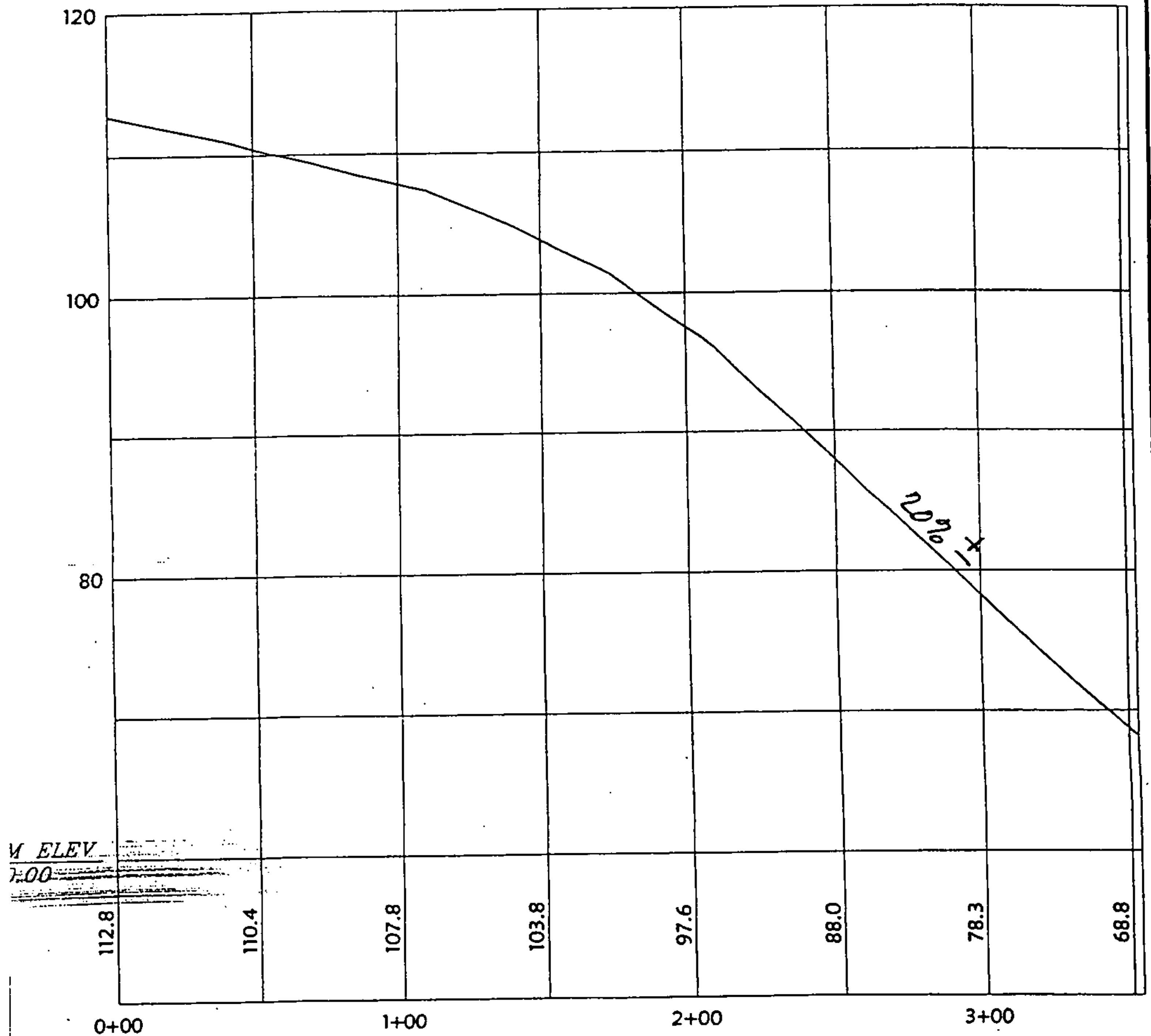
The following street slopes/grades are furnished as requested. Please note that the slopes are approximate and are based upon topographic maps, and not as-builts or surveys. Thus the slopes listed are slightly greater than actual slopes.

<u>street</u>	<u>average slope</u>	<u>maximum slope</u>
- Township (N. College to Jimmie)	9 %	13 %
- Ash (east of N. College)	5.5	12.5
- North Street (N. College to Hillcrest)	8%	14.3
Rockwood Trail (western half)	8.5	16.5
Rogers Drive (south from Southern Heights)	12.5	16
Center Street (west of Schhol St.)	5.4	11.5
Dickson Street (east of N. College)	7.2	13.8
Meandering Way	9.3	13.5
Victoria Way	11	14.4
Marvin Gardens (proposed)	10	15
- Cleveland (west of Razorback)	7	10.4

Rock Street	10.2	12
Woolsey	11.3	20
Sunset Drive	10.5	20
Ruth	16	20
Anson (western half)	9	20
Arlington Terrace (west face)	18	23
Sycamore (Gregg to Woolsey)	9	13
Maple Street (east face)	6	8
Maple Street (west face)	10	13

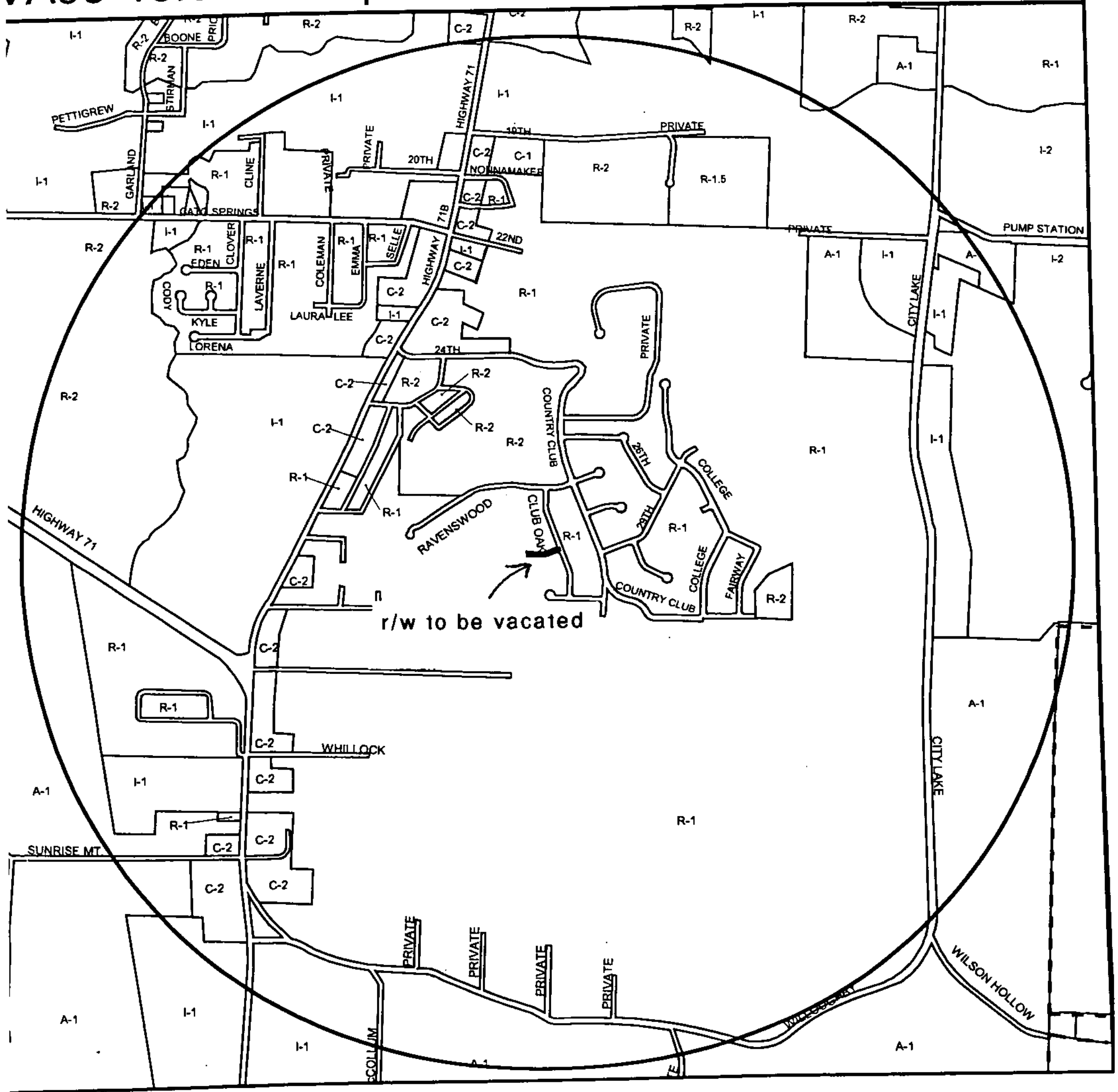
Street Profile

28th Court



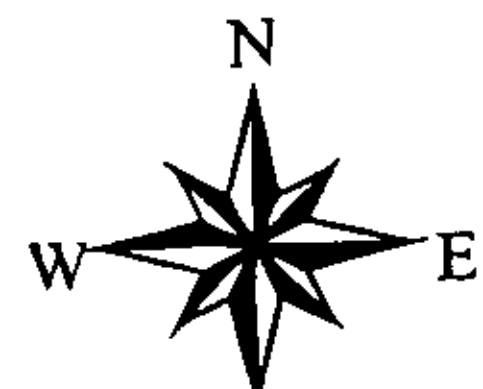
HORIZ = 1" = 50'
VERT = 1" = 10'

VA99-13.00 - Peoples - One Mile Diameter

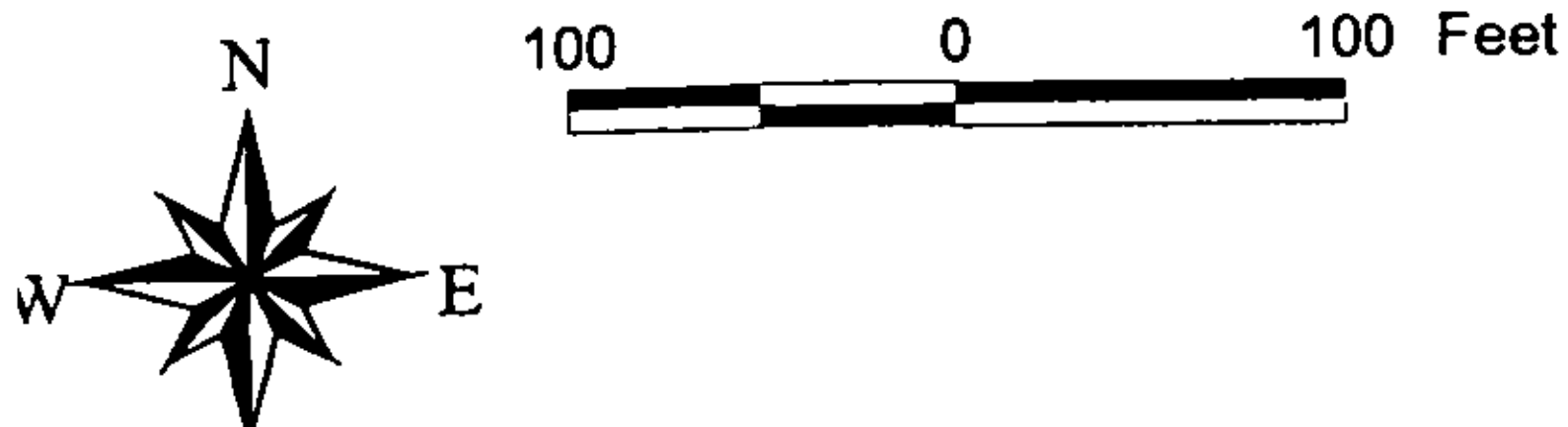
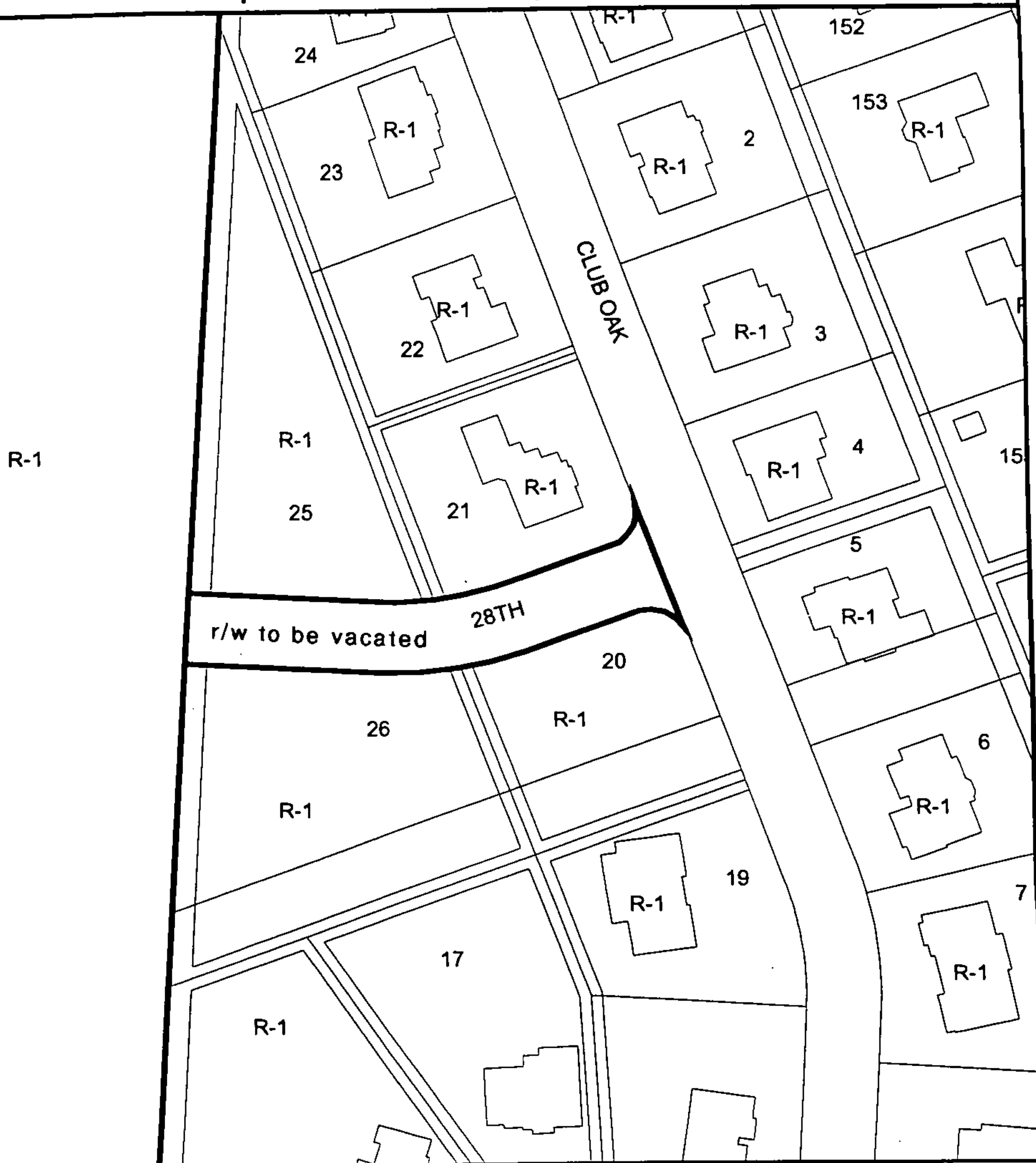


r/w to be vacated

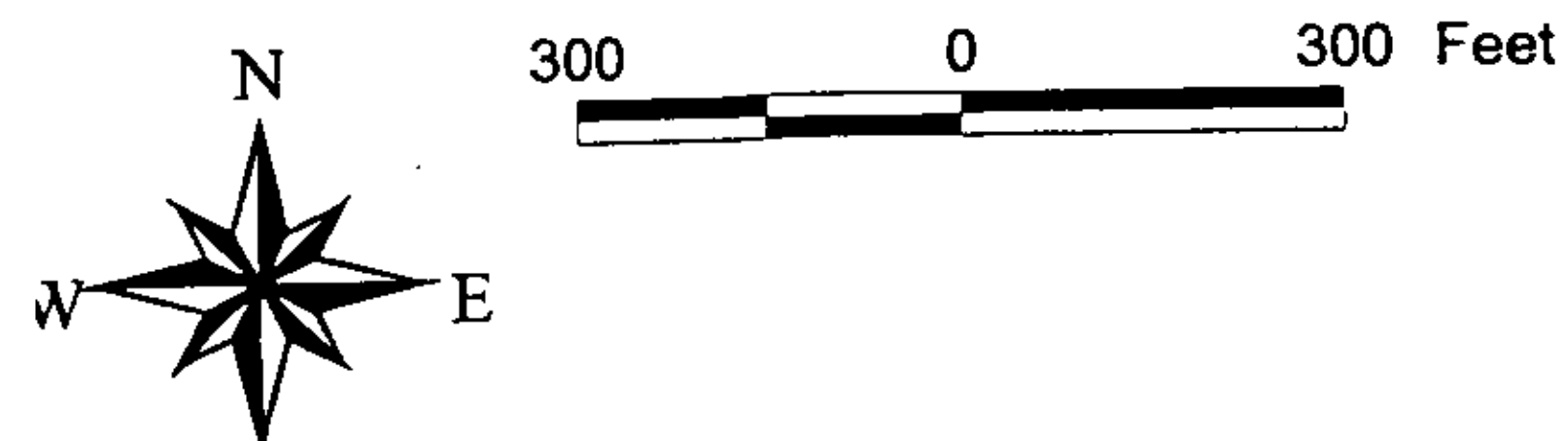
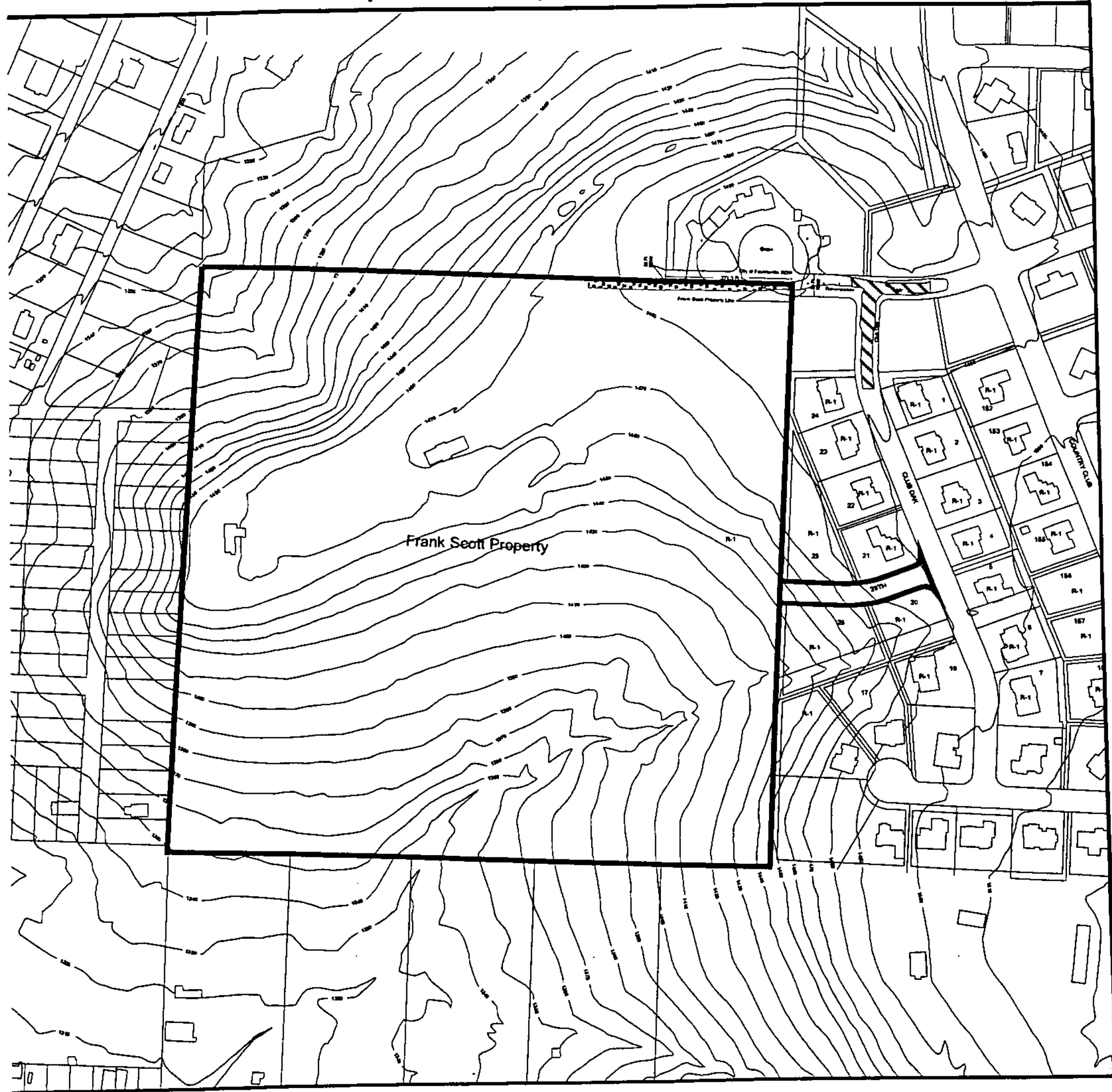
1400 0 1400 Feet

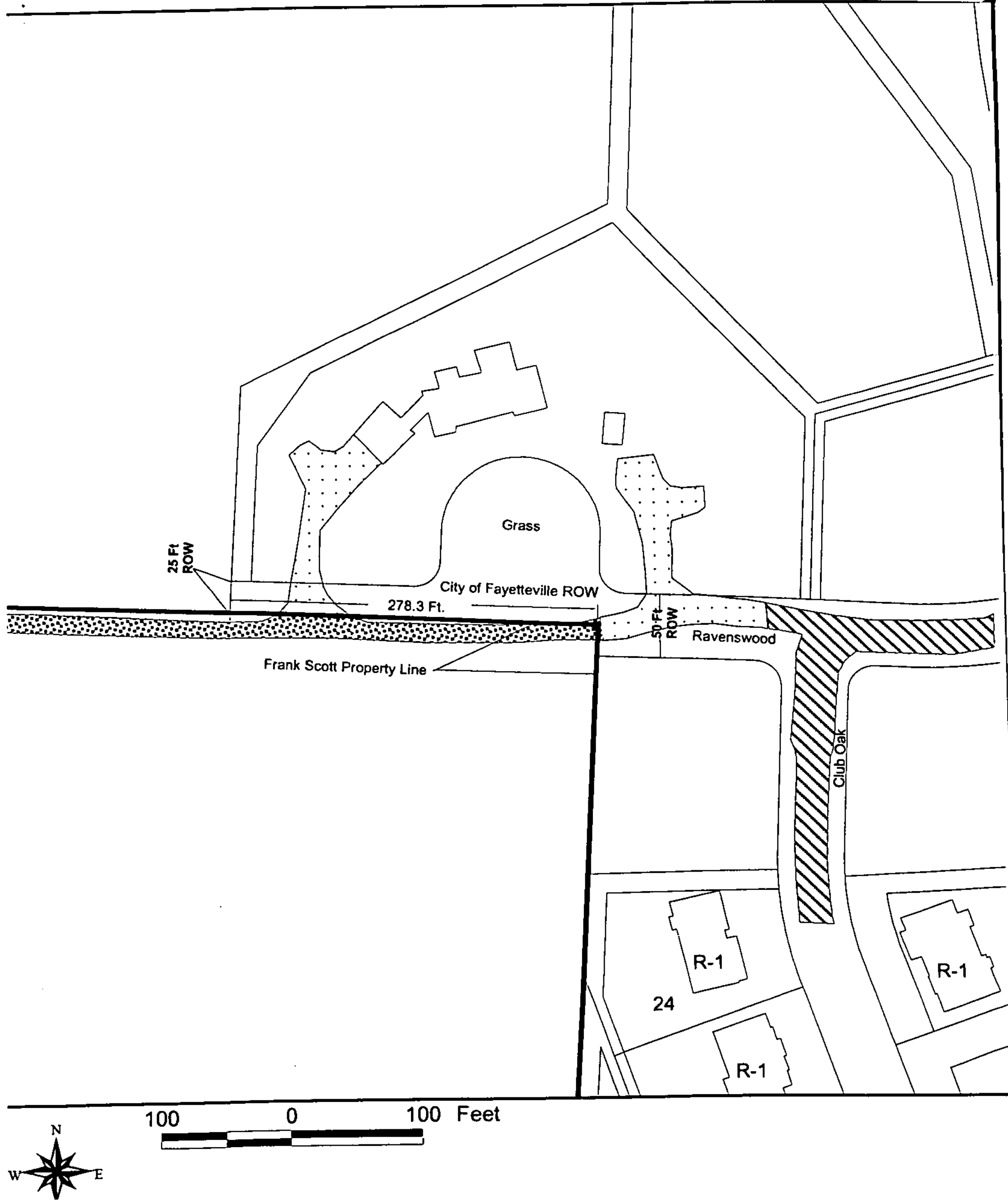


VA99-13.00 - Peoples - Close Up

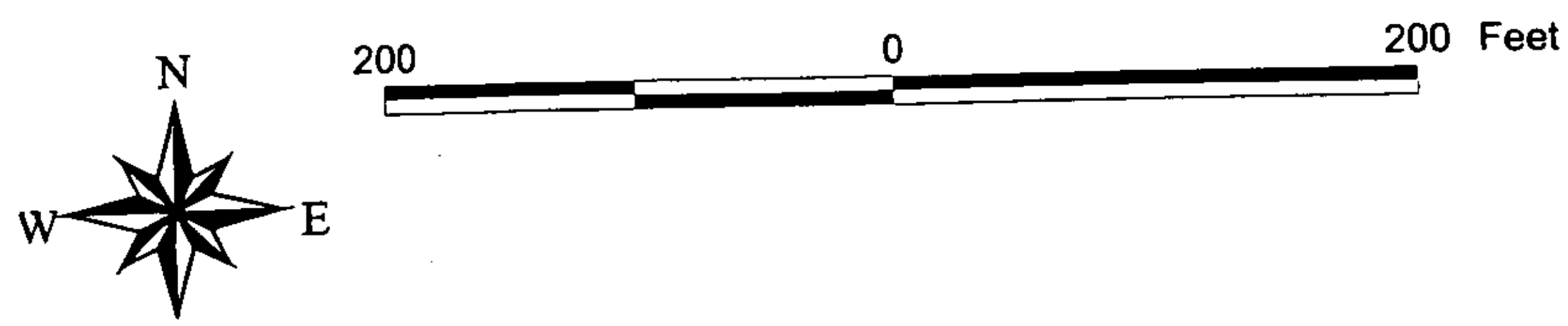
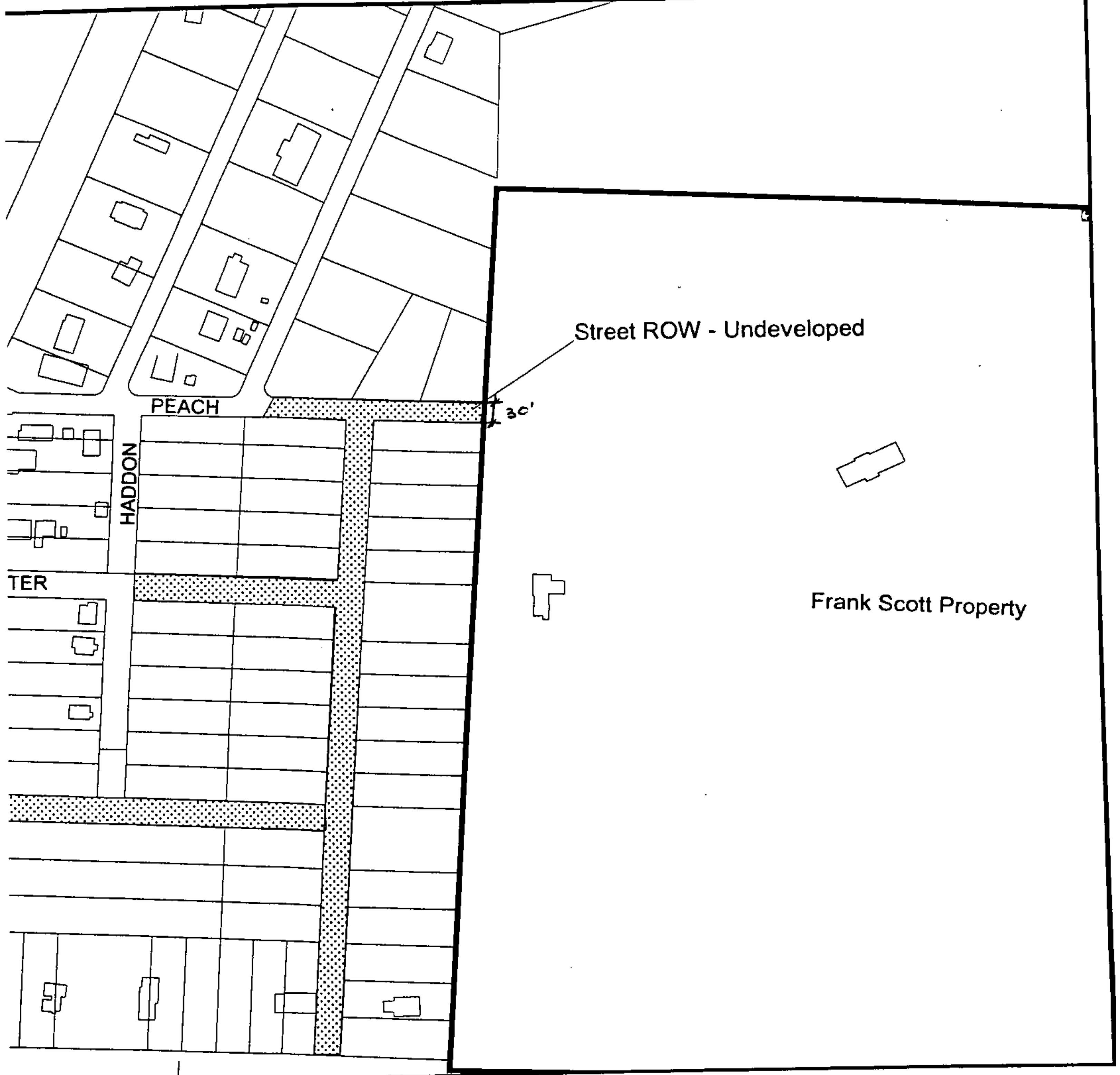


VA99-13.00 - Peoples - Supplementary





VA99-13.00 - Peoples - Supplementary



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**VA99-13: VACATION
PEOPLES, PP679**

This item was submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right of way for 28th Court located west of Club Oak Drive within Edge Hill Subdivision.

Buddy Peoples was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the street right of way vacation subject to the following items:

1. All easements shall be retained as requested by the City and utility companies.
2. A property line adjustment shall be processed in order to combine lots 20, 25 & 26 into one large lot. This is necessary in order to avoid the creation of tandem lots. Only one structure shall be permitted on this property which will be accessed from Club Oak Drive.

Commission Discussion

Johnson: This is an item of old business. We looked at this at our last meeting and we asked that staff give us some more information.

Conklin: At the last meeting, staff was asked to look at Mr. Scott's property and determine where he has public access. He has 278 feet of frontage along Ravenswood Drive on the northeast corner of property. The property also has access along the western property line to undeveloped city right of way for Peach Street which is approximately 30 feet wide.

Petrie: We have received a revised profile of the street which is proposed to be vacated. This was done by Jorgensen and Associates and shows the grade to be approximately 20% instead of the 40% that was shown on the profile included as part of a prior vacation request. I have included a memo of some items that were requested at the agenda session which was distributed tonight. This provided the grade for 24th Street which is shown to be 15.8% for a distance of approximately 400 feet. I have restated the minimum street standard which states:

"The maximum allowable grade for local streets shall be 10% with a provision for a 15% grade for a maximum distance of 300 feet in the case of hilly terrain."

Another item that was added on pages 2.3 and 2.4, is a memo from Jim Beavers that lists several streets in Fayetteville and what there maximum and average grades are.

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Johnson: Page 2.4 is the listing of the maximum grades of existing streets. Under the current minimum streets standards, the maximum the City would allow is a 15% grade.

Petrie: That is correct.

Johnson: The City wouldn't allow a street to be built where Rockwood Trails is now or where Rogers Drive is or several other streets exceeding 15%.

Petrie: Only if a request was made by the applicant for a waiver of that requirement. These streets that are listed over 15%, to my knowledge, were built prior to the adoption of the minimum street standards.

Johnson: I had a phone call today from an adjacent property owner who opposed the vacation of the right of way.

Hoffman: If the property to the west of this were developed, could the street be regraded to meet our street standards if it were needed for a connection? Could 28th Street be regraded in the process of developing this property?

Petrie: The problem with that is it continues down. You couldn't raise just one section without having to fill the entire road bed.

Johnson: On page 2.9, it looks conceivable you might have a steep section and then veer to the north northwest, it might hit a contour which could be followed. Is that possible? Could the steepest part of the slope be avoided?

Petrie: That is true. But, the problem is that the 20% grade on this property runs a distance of over 150 feet. That would make it 7.5 feet higher than what is existing now. You would have to make up 7.5 feet to some point that would make it viable to construct houses. Without getting the exact plan on how this is going to be developed, it is hard to be certain.

Johnson: If you were sitting in a different chair and you were representing a developer, would it be likely you could come up with a feasible plan that you might try to persuade the Commission that this property could be developed.

Petrie: If I was the engineer developing, I would take a much different approach and eliminate a street at this location. I don't think I would want to have to build that.

Marr: On page 2.6, the 20% on this chart, is that the average slope or the maximum slope?

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Petrie: That is an average. We only have elevations every 50 feet. So, if you start at station 2, every 50 feet, the actual grade would be 20.8, 19.4, 19.0. 20% is an average.

Hoffman: Based on the memo distributed tonight, you made the statement that because you can access Mr. Scott's property from existing right of way in areas which do not exceed the maximum allowable slope, that the engineering department does not object to the proposed vacation. Is Ravenswood at the northeast corner?

Petrie: Yes. Both those access would be below the maximum grade.

Hoffman: I'm looking at a steeply sloped area on the western part of the Scott property.

Petrie: Extending that straight on, I calculated that to be about 10%.

Public Comment

Sylvia Popejoy, residing at 2851 S. Club Oaks Drive, was present.

Popejoy: My property is on the north side of this proposed street. When I bought my home, I was unaware that there was a street. There is no guttering to identify that as a possible street. I was not very happy to find out that my house was going to be right beside a street. I would prefer that they vacate the street and have this as just a subdivision. The streets are quite narrow and no parking is allowed.

Frank Scott, residing at 380 W. Ravenswood Lane, was present.

Scott: I would like to know who did the street profile? It is not dated and it is not identified.

Petrie: I previously stated that it was done by Jorgensen and Associates.

Scott: Are they the same people that did the 40%?

Petrie: Yes, sir.

Further Commission Discussion

Johnson: Do we have any further verification on the street profile? Typically, we don't send our engineers to do a second opinion.

Petrie: At the last Planning Commission, I noticed the 40% didn't look correct with the

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contours. At that time, I scaled it off and it showed it at 20%. The 20% matches our existing data without going out and actually surveying it. I have no reason to question the 20% we have now.

MOTION

Ward: Since Mr. Scott's property does have access on City right of way on Ravenswood and also has 30 feet of right of way on Peach Street, the property therefore will not be land locked. I move to approve VA99-13.

Hoffman: Second.

Johnson: We have the motion by Commissioner Ward and the second by Commissioner Hoffman that we approve vacation 99-13.

Estes: I will not vote for the vacation. The reasons are that when the subdivision was platted, this street was planned. It was platted as a stub out to Mr. Scott's adjoining property. Adjacent landowners have relied on that plat. Here in Fayetteville, we are in the business of building streets on hills. We have had some conflicting information as to the grade. We were first presented with 40% and then 20%. As we look at the streets that have been constructed in our city, we find streets that are at 20% and I believe there are 1 or 2 that exceed 20%. It's for these reasons that I will not vote for the vacation.

Johnson: I also will not vote for the vacation. I concur with the reasons Mr. Estes pointed out. In addition, on a 40 acre tract of property, I think it is very unusual for the Commission to allow only 2 places of ingress/egress. I think we have worked hard to make connections and maybe the time will come when we decide this is impossible to build but we haven't decided that before in the City. We have granted exceptions to the 15% slope. We have major streets that have 20% slopes, I'm just not persuaded that this is realistically impossible to build. Ravenswood is at the northeast and that is just a gravel, 20 foot wide stretch down there. We did tour it.

Conklin: If you refer to page 2.10, there is a close up of the right of way at Mr. Scott's northeast corner where it turns into a gravel drive. There is 25 feet of right of way on the north side and 50 feet total all the way up to the northeast corner.

Odom: I normally don't like vacating streets because, I think, it's hard to get them in the first place. I don't think the ingress/egress is as much an issue in this situation as where it feeds into Club Oak Drive. It is nothing more than a street that comes out where another access to Mr. Scott's property could be developed. This has only 2 areas where access could be developed without waiver from the minimum street standards. I will support this waiver request.

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Johnson: I will remind everyone that our vote on vacations is a recommendation that goes forward to the Council regardless of what our vote ends up being.

Roll Call

Upon roll call, the motion passed with a vote of 5-2-0. Commissioners Estes and Johnson voted against the motion.

LEGAL DESCRIPTION:

Beginning at the SW Corner of Lot 25 of the Edge Hill Subdivision thence S 03°41'50"W 50.00 Feet, thence S 86°18'10"E 129.63 Feet, thence along a curve to the left 108.72 Feet said curve having a radius of 269.69 Feet and a long chord bearing N 82°08'55"E E 107.98 Feet thence N 70°35'58"E 75.00 Feet, thence along a curve to the right 39.27 Feet said curve having a radius of 25.00 Feet and a long chord bearing S 64°24'02"E 35.36 Feet, thence N 19°24'02"W 100.00 Feet, thence along a curve to the right 39.27 Feet said curve having a radius of 25.00 Feet and a long chord bearing S 25°35'58"W 35.36 Feet, thence S 70°35'58"W 75.00 Feet, thence along a curve to the right 88.56 Feet, said curve having a radius of 219.69 Feet and a long chord bearing S 82°08'55"W 87.96 Feet, thence N 86°18'10"W 129.63 Feet to the P.O.B. containing 16681.75 s.f.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of December 7, 1999.

FROM: _____
Tim Conklin Planning Public Works
Name Division Department

ACTION REQUESTED: To approve an ordinance RZ 99-32.00 submitted by Stephen Thetford for property located at 3351 W. Wedington Drive. The property is zoned R-0, Residential Office and contains approximately 0.69 acres. The request is to rezone the property to C-1, Neighborhood Commercial.

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 11-16-99 Date
Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval of the rezoning request and the Planning Commission voted unanimously 7-0-0 to approved the rezoning.

Division Head 11-19-99
Date

Department Director 11-22-99
Date

Administrative Services 11-22-99
Director Date

Mayor 11/22/99
Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Tim Conklin, City Planner
DATE: November 8, 1999

RZ 99-32.00: Rezoning (Thetford, pp 439) was submitted by Stephen Thetford for property located at 3351 W. Wedington Drive. The property is zoned R-0, Residential Office and contains approximately 0.69 acres. The request is to rezone the property to C-1, Neighborhood Commercial.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from R-O to C-1 based on the findings included as part of this report.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: November 8, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant has requested rezoning this property in order to rent tuxedos within the existing photography studio. This type of service establishment is not allowed in the R-O zoning district. This property is surrounded on two sides by property developed and zoned commercial. No additions or alterations are planned at this time.

The Planning Commission recently recommended and the City Council approved rezoning the property on the northwest corner of Salem Road and Wedington Drive to C-1 which included the recently constructed Arkansas National Bank. Staff supports this rezoning which will expand the commercial node west towards the intersection of Salem and Wedington Drive and will allow additional services and retail goods for the residential population west of the bypass.

ADJACENT LAND USE AND ZONING:

North: Bank and retail space (McIlroy Plaza), C-2

South: Vacant, R-0

East: Gas Station (Total gas station), C-1

West: Farm Bureau, R-0

INFRASTRUCTURE:

Streets: The site is adjacent to Highway 16 West (Wedington Drive) which is classified as a Principal Arterial with 110' of R.O.W. Highway 16 West is in the process of being widened to five lanes.

Water: There is an 8" waterline along Highway 16 West.

Sewer: There is an 8" sewer line south of this property.

LAND USE PLAN:

The General Plan 2020 shows this area as office. The City Council recently approved additional neighborhood commercial zoning west of Salem Road. Rezoning this to Neighborhood Commercial would be consistent with the recent changes in zoning in this area.

ZONING REGULATIONS - EXISTING AND PROPOSED

§161.12 DISTRICT R-O RESIDENTIAL OFFICE.

A. Purpose. The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 5	Government Facilities
Unit 8	Single-Family and Two-Family Dwellings
Unit 12	Offices, Studios and Related Services
Unit 25	Professional Offices

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 9	Multi-Family Dwelling - Medium Density
Unit 10	Multi-Family Dwelling - High Density
Unit 13	Eating Places

C. Bulk and Area Regulations.

(Per Dwelling Unit for Residential Structures)

Lot Minimum Width:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home Park	50 ft.
	One Family	60 ft.
	Two Family	60 ft.

Lot Minimum Width:	Mobile Home Park	100 ft.
	Three or More	90 ft.
Lot Area Minimum:	Mobile Home Park	3 acres
	Lot Within a Mobile Home Park	4200 sq. ft.
	Row Houses: Development Individual Lot	10,000 sq. ft. 2500 sq. ft
	Single Family	6000 sq. ft
	Two Family	6500 sq. ft
	Three or More	8000 sq. ft
	Fraternity or Sorority	1 acres
Land Area Per Dwelling Unit:	Mobile Home	3000 sq. ft.
	Row Houses & Apartments: Two or More Bedrooms One Bedroom No Bedroom	1200 sq. ft. 1000 sq. ft. 1000 sq. ft
	Fraternity or Sorority	500 sq. ft., per resident

D. Bulk and Area Regulations/ Setbacks. Setback lines shall meet the following minimum requirements.

From Street ROW	30 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.
From Side Property Line	10 ft.
From Side Property Line When Contiguous to a R-1, R-2 or R-3 District	15 ft.
From Back Property Line Without Easement or Alley	25 ft.
From Center Line of Public Alley	10 ft.

E. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

F. Height Regulations. There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any R-1, R-2, or R-3 District an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.041; Code 1965, App. A, Art. 5(x); Ord. No. 1747, 6-29-89; Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

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

C. Bulk and Area Regulations/Setbacks. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

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 office. The zoning of C-1 (Neighborhood Commercial) is consistent with the plan due to the recent rezoning on the northwest corner of Salem Road and Wedington Drive which has expanded the commercial node at this intersection.

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

Finding: The proposed zoning of C-1 is justified and needed at this time in order to provide additional neighborhood commercial services to the residential neighborhoods west of the bypass.

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

Finding: The proposed zoning would not create or appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

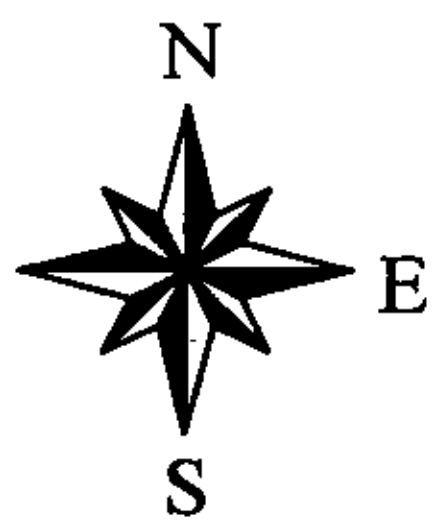
Finding: **The proposed zoning would not undesirably increase the population density and would not undesirably increase the load on public services including schools, water, and sewer facilities.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

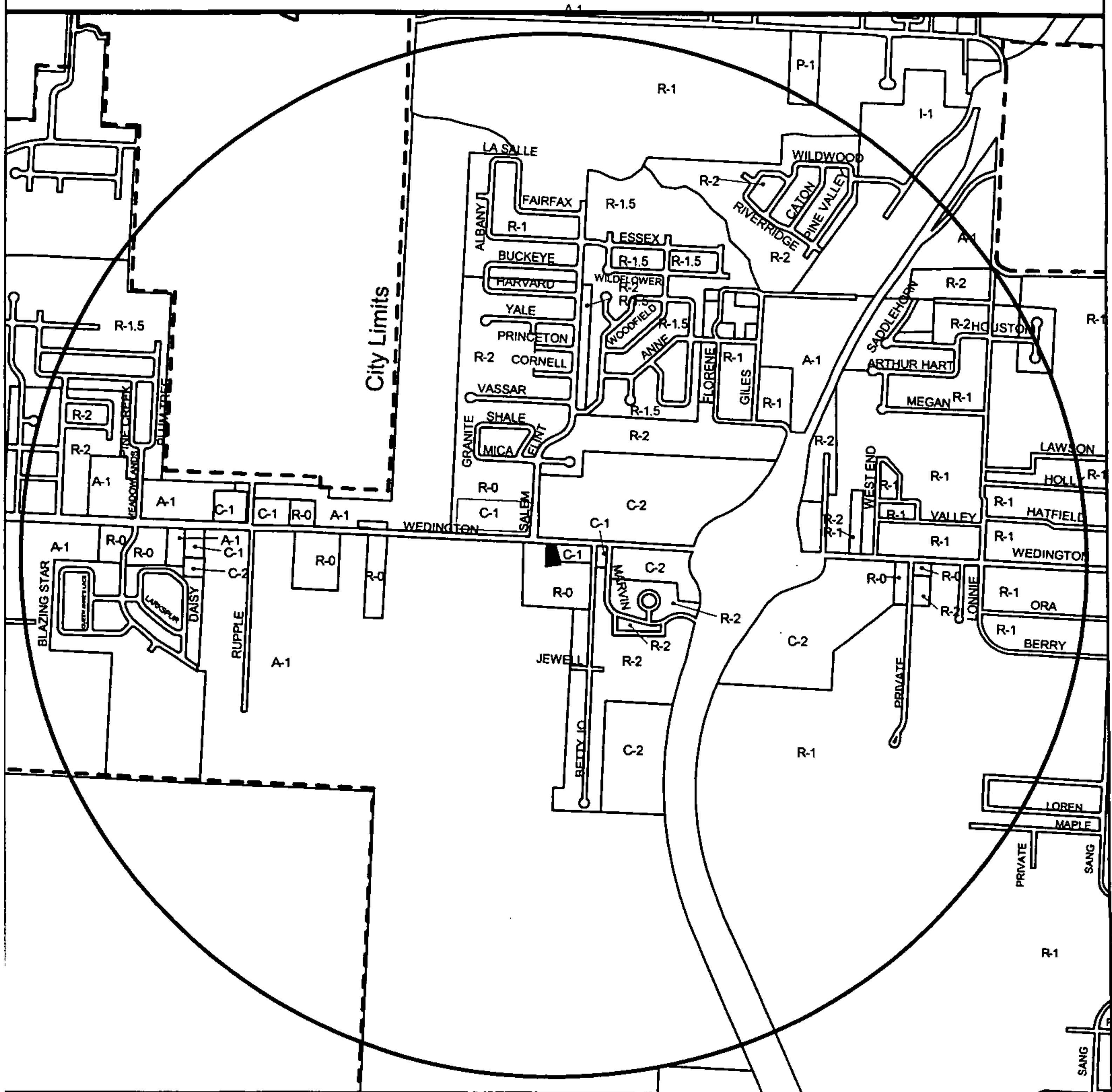
- a. 3351 Wedington Drive is currently owned by Daniel J. Hill and leased to Stephen S. Thetford for use as a photography studio. There is no pending property sale.
- b. Mr. Thetford desires to add tuxedo rentals to the services offered to his clients and has been advised this would require a zoning change.
- c. The tuxedo rental business would be operated under a separate business name and signage would reflect the presence of both businesses as well as any changes in sign regulations from the zone change. Traffic in and out of the property is expected to increase by 20%. There is no anticipated change in the relationship to surrounding properties or land use.
- d. The City Engineering Division has stated the property is served by 8 inch lines for both sewer and water.

RZ99-32.00 - Thetford - Close Up

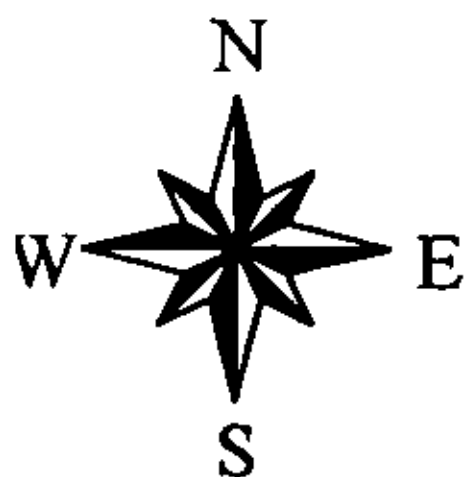


200 0 200 Feet

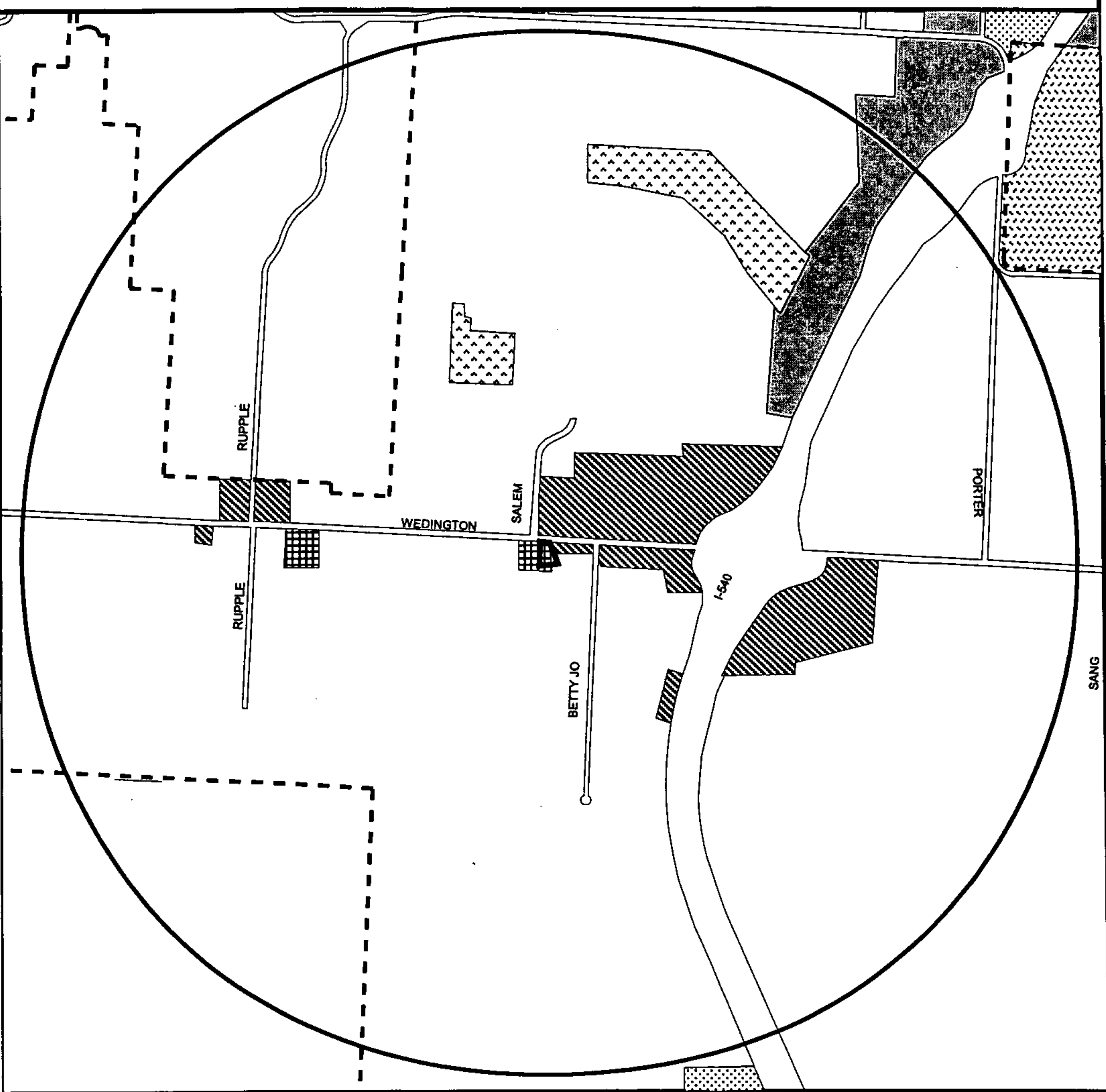
RZ99-32.00 - Thetford - One Mile Diameter



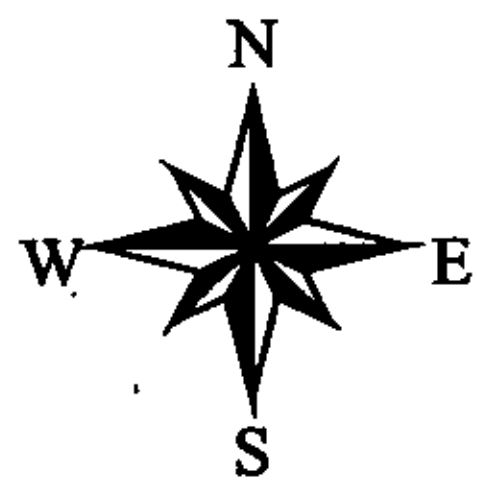
1400 0 1400 Feet

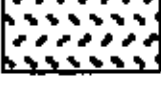
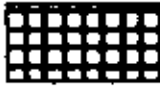
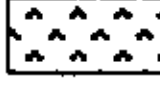


RZ99-32.00 - Thetford - 2020 Plan



1400 0 1400 Feet



	Residential		University		Office
	Comunity Commercial		Industrial		Open / Space Recreational
	Historic Commercial		Mixed Use		Regional Commerical
	Historic Districts		Neighborhood Commercial		

Planning Commission Minutes
November 8, 1999
Page 12

**RZ99-32: REZONING
THETFORD, PP439**

This item was submitted by Stephen Thetford for property located 3351 W. Wedington Drive. The property is zoned R-O, Residential Office and contains approximately 0.69 acres. The request is to rezone the property to C-1, Neighborhood Commercial.

Stephen Thetford was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning from R-O to C-1 based on the finding as included as part of the staff report.

Commission Discussion

Johnson: This is on Highway 16 West beyond the bypass. It formerly was a photography studio and I believe it is located just to the east of the Farm Bureau Office. Tim, could you briefly highlight the reasons for approval of this rezoning.

Conklin: Staff does support the rezoning and recommends approval. We support the rezoning which will expand the commercial node at this intersection of Salem and Wedington Drive. This will allow additional services and goods for the residential population west of the bypass. Planning Commission and City Council have recently approved a rezoning for approximately 5 acres on the northwest corner of Salem and Wedington Drive and this would further expand that area of neighborhood commercial.

Johnson: Page 4.9 of our packet has not been updated.

Conklin: We have provided new maps this evening showing that change.

Johnson: Page 4.9.a show the proper zoning in the area there at Salem and Wedington. Is the applicant here this evening?

Thetford: I don't have anything to add. I'm here to be available to answer any questions you might have.

Johnson: Thank you.

Ward: Will you continue to use this as your photography shop and include a retail, sales, and rental of tuxedos?

Planning Commission Minutes
November 8, 1999
Page 13

Thetford: That is my desire. We will continue our photography business with tuxedo rentals.

Public Comment

None.

MOTION

Estes: I will move that we approve RZ99-32.

Bunch: Second.

Johnson: We have the motion by Commissioner Estes and the second by Commissioner Bunch that we approve rezoning 99-32.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 7-0-0.

Johnson: This will go to the City Council for their final action.

Meeting adjourned at 6:02 p.m.

STAFF REVIEW FORM

Agenda Request

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 7, 1999

FROM:

Alett Little

Economic Development Department

ACTION REQUESTED: Approval of a real estate contract to sell Lot 1, Arkansas Research and Technology Park, consisting of 2.5 acres, to Cache Investments and/or Assigns (Interface Computer Center, L.L.C.).
Grant of a first right of refusal on Lot 2, Arkansas Research and Technology Park.

COST TO CITY: Revenues of \$93,750.00, less credits and sales fees.

\$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 recommends approval of the real estate contract grant of first right of refusal.

Alett Little
Economic Development Director

11.23.99
Date

Cross Reference:
New Item: ☒ Yes ☐ No

Administrative Services Director _____ Date _____

Previous Ord/Res#: _____

Mayor _____ Date _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

4500 S. School Ave., Ste A
Fayetteville, AR 72701
Telephone: 501-575-8305
Fax: 501-575-8304

ECONOMIC DEVELOPMENT DEPARTMENT

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: November 23, 1999

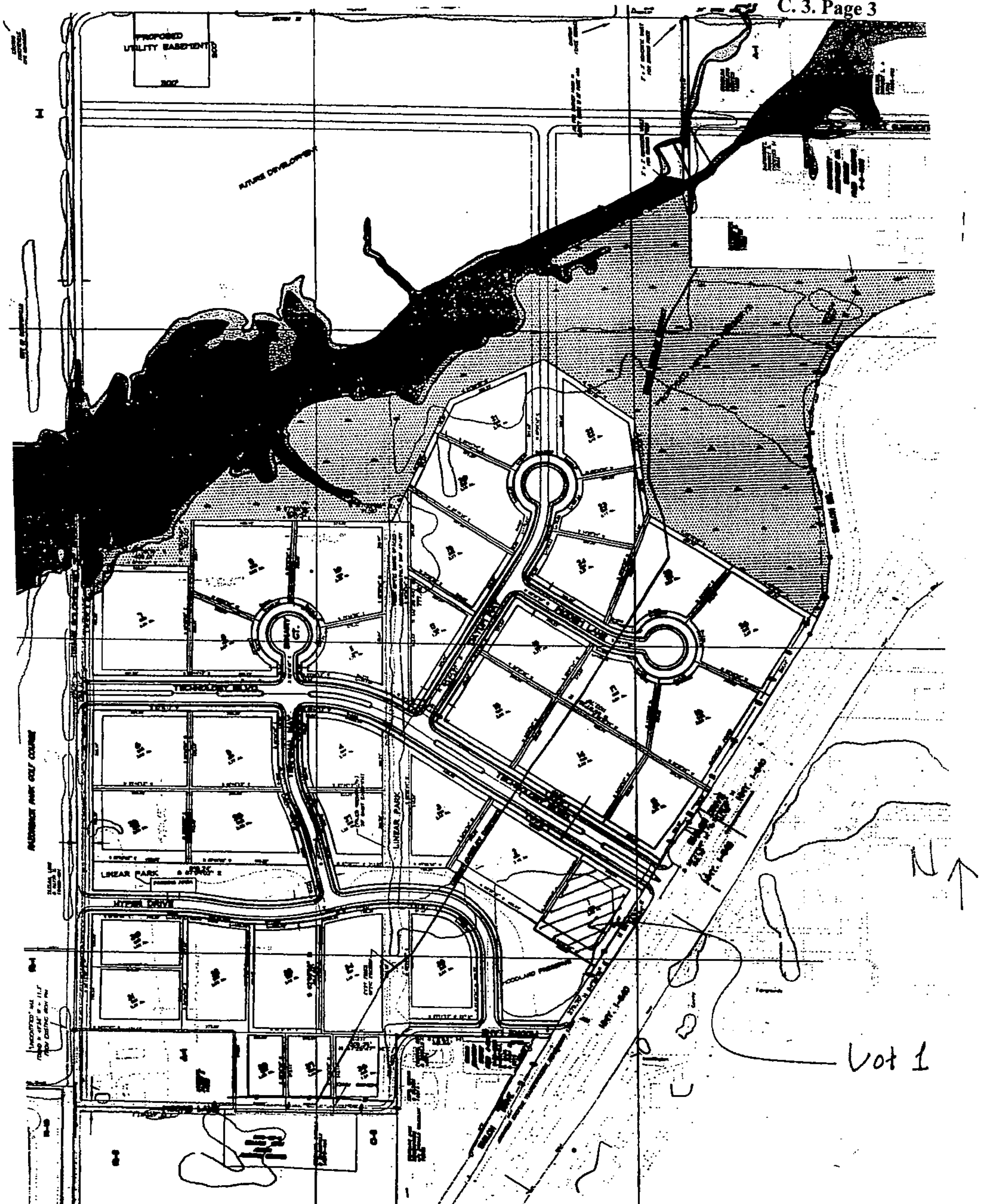
SUBJECT: Real Estate Contract to Purchase Lot 1 of AR Research and Technology Park

Interface Computer Center, L. L. C., under the name of Cache Investments and/or Assigns, has offered to buy Lot 1 of the AR Research and Technology Park. Lot 1 consists of 2.5 acres and has frontage both to Shiloh Drive and to Technology Boulevard. The purchase price is \$93,750.00 which is \$37,500.00 per acre. Purchasers have requested a first right of refusal on Lot 2.

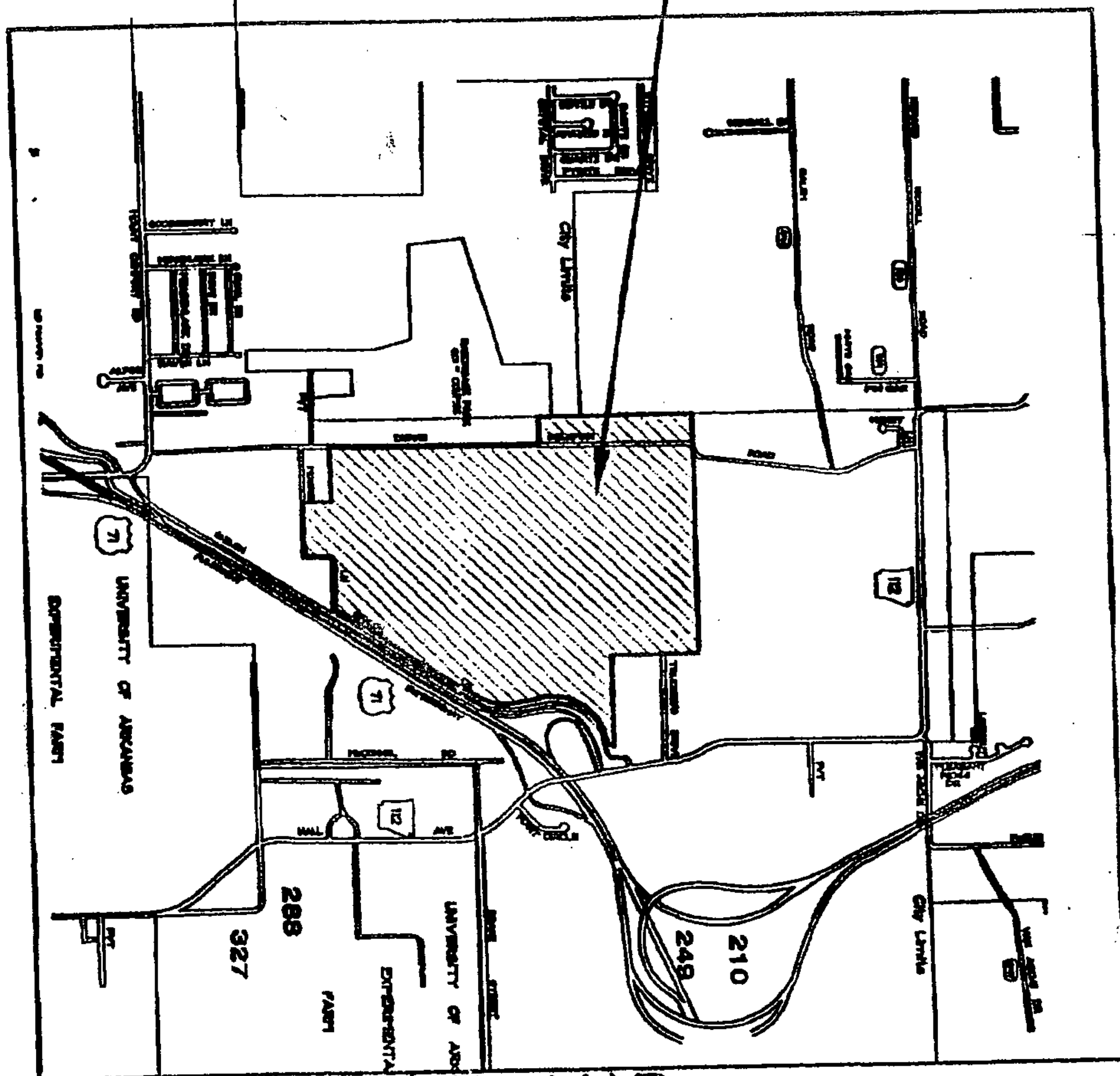
Staff Recommendation: Staff recommends approval of the real estate sales contract for Lot 1 and the first right of refusal for Lot 2.

Background: Interface Computers is the first company which expressed an interest in locating in the Arkansas Research and Technology Park. Their company, headed by Jeremy Webb, Matt Romine, and Scott Mills, began in Fayetteville in 1994. From their start-up of three employees, the company has grown to 17 employees. The SBA chose this local company to receive the 1999 Young Entrepreneur of the Year Award for the State of Arkansas and for a five-state region. The company has exceeded its projections for numbers of employees in 1999 and estimates that over the next two years, they will grow to over 20 employees with an annual payroll of \$1/2 million and revenues of \$3-4 million.

The City has worked with Interface Computers to find a site which will be suitable for the growth and expansion of their business. Due to the presence of wetlands on a portion of the project, engineers have redesigned the Park from earlier versions and created a lot which is acceptable to Interface Computers. As Interface has already selected one lot and additional site preparation will be required for Lot 1, a credit of \$13,000 has been offered to offset the additional site preparation costs. The preliminary plat for the subdivision is currently under review by the Planning Commission and public hearings are scheduled for December 2, 1999 at 8:30 a.m. in Room 111 of City Hall and December 13, 1999 at 5:30 p.m. in Room 219 of City Hall.



PROJECT LOCATION



VICINITY MAP

$$\mathbb{N} \rightarrow$$

Real Estate Contract
(Commercial)

Page 1 of 5


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Research & Tech.
C. 3. Page 5

Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:

Lot 1, Research and Technology Park, Fayetteville, AR, being more particularly described as commencing at the northwest corner of Section 33, Township 17 North, Range 30 West, thence S87°19'24"E 330 feet, thence S02°28'10" 1816.05 feet, thence S02°28'11"W 2480.65 feet, thence S87°18'01"E 1952.09 feet, to the west Right of Way of I-540, thence following said Right of Way N34°22'18"E 353.24 feet to the True Point of Beginning; thence N55°37'26"W 288.7 feet, thence N34°22'52"E 375.00 feet, thence S55°37'26"E 288.64 feet, to the West Right of Way of I-540, thence following said Right of Way S34°22'18"W 375.00 feet to the Point of Beginning and containing 2.50 acres, more or less, and being subject to all Rights of Way and Easements of Record or Intent.

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") \$ 93,750.00

payable as follows:

Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
- Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for \$ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interplead Earnest Money.

Real Estate Contract (Commercial)

Page 1 of 5



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Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:

Lot 1, Research and Technology Park, Fayetteville, AR, being more particularly described as: Northwest Corner of section 33, Township 17 North, Range 30 West, thence S 02 28'10" W 1816.05 feet, thence S 02 28'11 W 2480.65 feet, thence S 87 18'01" E 195.09 feet to the west Right of Way of I-540, thence following said Right of Way N 24 22'18" E 353.24 feet to the True Point of Beginning; Thence N 55 37'26" E 288.64 feet to the West Right of Way of I-540, Thence following said Right of Way S 3422'128" W 375.00 feet to the point of Beginning

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") \$ 93,750.00 payable as follows:

Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
- Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for \$ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interplead Earnest Money.

Real Estate Contract
(Commercial)

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7. SURVEY: (Check one)

- ☐ A. No survey shall be provided.
- ☒ B. A current survey, certified subsequent to acceptance by a registered land surveyor, will be provided to Buyer by Seller within 60 days after acceptance and paid for by: ☐ Buyer ☒ Seller. (See Paragraph 16 for any specific survey requirements.)
- ☐ C. Other:

8. PRORATIONS: Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loan shall be prorated as of closing, unless otherwise specified herein.

9. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the purchase price.

10. CLOSING: Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than (month) January (day) 31, (year) 2000 unless such requirement is waived in writing by both parties and a new date substituted therefor. Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

Seller:

Title Examination or search fees
Premium for owner's title insurance policy
Preparation of conveyance documents
One-half of escrow fees
One-half of documentary stamps
Other charges as customarily paid by Seller
IRS Notification form

Buyer:

Recording fees
Premium for mortgagee's title insurance policy
Preparation of loan documents
One-half of escrow fees
One-half of documentary stamps
Other charges customarily paid by Buyer

11. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

- ☒ A. Upon the closing date
- ☐ B. Other, as follows:

12. SELLER PROPERTY DISCLOSURE: (Check one)

- ☒ A. Not Applicable
- ☐ B. Buyer and Seller acknowledge that upon the authorization of Seller, either the Selling Agent Firm or the Listing Agent Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____ and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are true, correct, and complete to the best of the Seller's knowledge.
- ☐ C. Seller will provide to Buyer a written disclosure about the condition of the Property which will contain information that is true and correct to the best of the Seller's knowledge. The disclosure shall be presented to Buyer within _____ days after the acceptance of this Real Estate Contract. If Seller fails to provide the disclosure as specified above, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the earnest money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by the Buyer, with Buyer to receive a refund of the earnest money. Receipt of this disclosure neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract.

13. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to the best of Seller's knowledge (unless otherwise disclosed herein):

- a. the Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- b. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- c. No hazardous or toxic substances have been stored, processed, or disposed of on the property during the period that Seller has owned the Property;
- d. No underground storage tanks are located on the property.

14. TERMITE CONTROL REQUIREMENTS: (Check one)

- ☒ A. None
- ☐ B. Seller shall provide prior to closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

**Real Estate Contract
(Commercial)**

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Form Serial Number: 32ADM-10WUBG-0DD03

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning
within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants
within 30 days after acceptance.
- ☐ H. _____
within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer \$13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location. Seller will grant Buyer a 2-year option to purchase proposed Lot 2, Phase I, adjoining subject lot at the same per-acre price. Seller will grant Buyer a first right of refusal on the purchase of Lot 2, Phase I. Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than Junly 15, 2000. Seller will pay Buyer's Agent a sales fee of \$7,500.00 for this transaction and will pay Buyer's Agent a sales fee of \$10,200.00 if Buyer exercises option to purchase Lot 2. Seller agrees to negotiate a sales fee with the Buyer's Agent if Lot 2 is purchased by the Buyer.

Seller asserts and buyer hereby acknowledges that this offer is expressly contingent upon the approval of this offer of sale by the City Council of Fayetteville and that the failure of the Council to so approve will make all portions of this offer null and void, including, but not limited to, the return to the buyer of the \$500.00 earnest money deposit.

**Real Estate Contract
(Commercial)**

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Form Serial Number: 32ADM-10WUBG-0DD03

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning
within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants
within 30 days after acceptance.
- ☐ H. _____
within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer \$13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location. Seller will grant Buyer a 2 year option to purchase proposed Lot 2, Phase 1, adjoining subject lot at the same per acre price. Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than July 15, 2000. Seller will pay Buyer's Agent a sales fee of \$7,500 for this transaction and will pay Buyer's Agent a sales fee of \$10,200.00 if Buyer exercises option to purchase Lot 2.

Real Estate Contract
(Commercial)

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Form Serial Number: 32ADM-10WQJJ-0DD01

17. AGENCY: (Check one)

- ☐ A. LISTING AGENT FIRM AND SELLING AGENT FIRM REPRESENT SELLER: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all licensees associated with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, verbally disclosed that the Selling Agent Firm represents the Seller.
- ☐ B. LISTING AGENT FIRM REPRESENTS SELLER AND SELLING AGENT FIRM REPRESENTS BUYER: Buyer and Seller acknowledge that the Listing Agent Firm is employed by the Seller and the Selling Agent Firm is employed by the Buyer. All licensees associated with the Listing Agent Firm are employed by, represent, and are responsible to the Seller. All licensees associated with the Selling Agent Firm are employed by, represent, and are responsible to the Buyer. Buyer acknowledges the Selling Agent Firm verbally disclosed that the Listing Agent Firm represents the Seller. Seller acknowledges the Listing Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer.
- ☐ C. LISTING AGENT FIRM AND SELLING AGENT FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER: Seller and Buyer hereby acknowledge and agree that the Listing and the Selling Agent Firm are the same and all licensees associated with the Listing and the Selling Agent Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Agent Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer:
- (i) agree that the Listing/Selling Agent Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party. This restriction excludes information related to defects in the Property which should, at Listing/Selling Agent Firms' discretion, be disclosed. Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price the Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 17C, Buyer and Seller acknowledge that when Listing/Selling Agent Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Agent Firm.
 - (iii) waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Agent Firm representing both parties. Buyer and Seller acknowledge the Listing/Selling Agent Firm verbally disclosed that the Listing/Selling Agent Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☒ D. SELLING AGENT FIRM REPRESENTS BUYER (NO LISTING AGENT FIRM): Seller acknowledges that the Selling Agent Firm and all licensees associated with the Selling Agent Firm are the agents of the Buyer and that it is the Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, the Selling Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer. Any reference to "Listing Agent Firm" in this Real Estate Contract will be considered to mean the Selling Agent Firm, both Buyer and Seller acknowledging that all agents involved in this Real Estate Contract only represent the Buyer.

18. RISK OF LOSS: If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this Real Estate Contract, at the option of the Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that the Real Estate Contract shall be performed, Buyer shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

19. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

20. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Agent Firm or Selling Agent Firm.

21. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer without the prior written consent of Seller, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

22. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

Real Estate Contract
(Commercial)

Page 5 of 5


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99
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Association

Research & Tech.
C. 3. Page 11

23. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) November (day) 30
(year) 1999 at 5:00 PM (am)(pm).

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM.

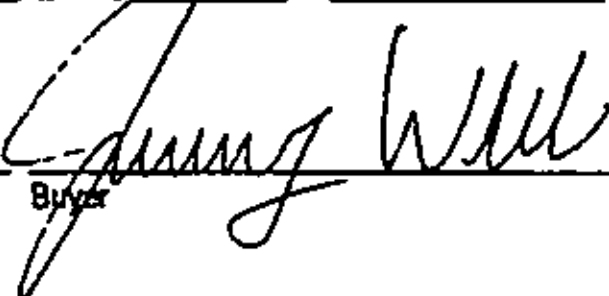
THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT IS BEING EXECUTED PAST DECEMBER 31, 1999.

FORM SERIAL NUMBER: 32ADM-10WQJJ-0DD01

The above Real Estate Contract is executed by Buyer on (month) November (day) 18 (year) 1999 at 2:30 PM (am)(pm).

Nickle-Hill Group, Inc.
Selling Agent Firm


Supervising Broker


Buyer


Selling Agent

Jeremy Wobb
Print Buyer's Name

Buyer

The above Real Estate Contract is executed by Seller on (month) _____ (day) _____ (year) _____ at _____ (am)(pm).

Seller agrees to pay Listing Agent Firm a fee equal to _____ for professional services rendered. If co-brokerage applies, said fee shall be divided _____ % to Listing Agent Firm and _____ % to Selling Agent Firm. If for any reason the earnest money provided for herein is forfeited by Buyer under the provision hereof, same shall be divided equally between Seller and Listing Agent Firm.

Listing Agent Firm


Supervising Broker

Seller

Listing Agent

Print Seller's Name

Seller

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of December 7, 1999

FROM:

<u>Steve Davis</u>	<u>Budget & Research</u>	<u>Administrative Services</u>
Name	Division	Department

ACTION REQUIRED:

Approve a resolution adopting the 2000 City of Fayetteville Annual Budget & Work Program.

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

<u>[Signature]</u>	_____
Budget Manager	Administrative Services Director

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

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

STAFF RECOMMENDATION: Approval of the 2000 Proposed Annual Budget & Work Program.

_____	_____
Division Head	Date
_____	_____
Department Director	Date
<u>[Signature]</u>	_____
Administrative Services Director	Date
<u>[Signature]</u>	<u>11/24/99</u>
Mayor	Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

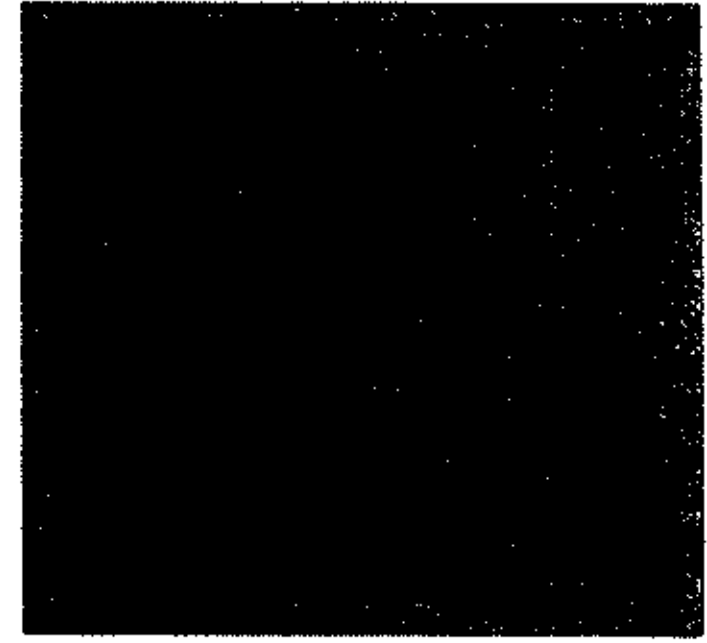
FROM: John Maguire, Administrative Services Director

DATE: November 19, 1999

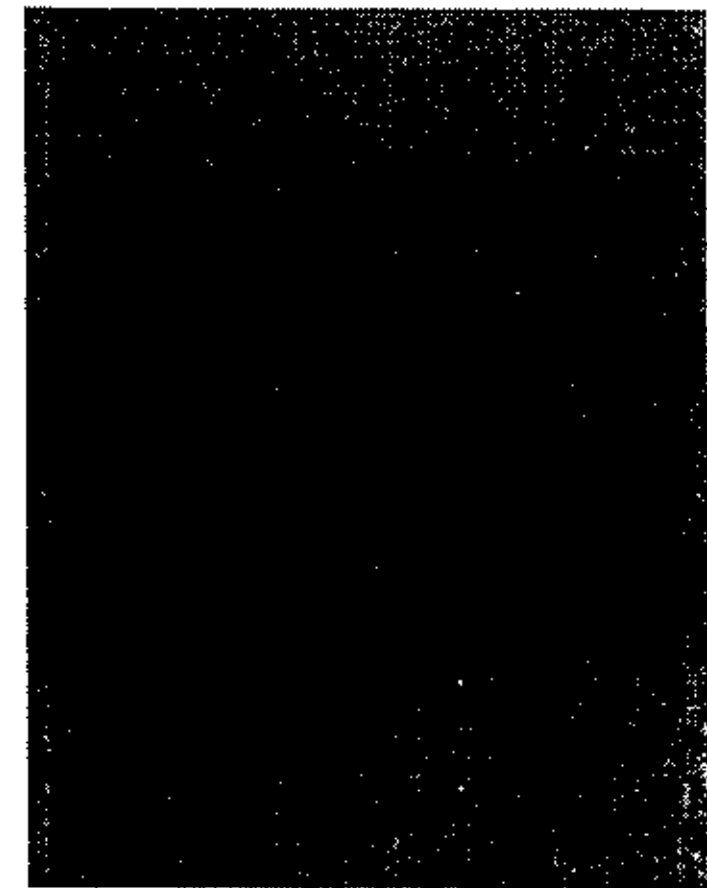
SUBJECT: **2000 Proposed Annual Budget - Presentation**

The 2000 Proposed Annual Budget & Work Program will be submitted to City Council at a budget retreat on November 30, 1999 at 4:30 P.M. (following the City Council agenda session) in room 326 of the City Administration Building. City staff will distribute and present the proposed budget at the budget retreat.

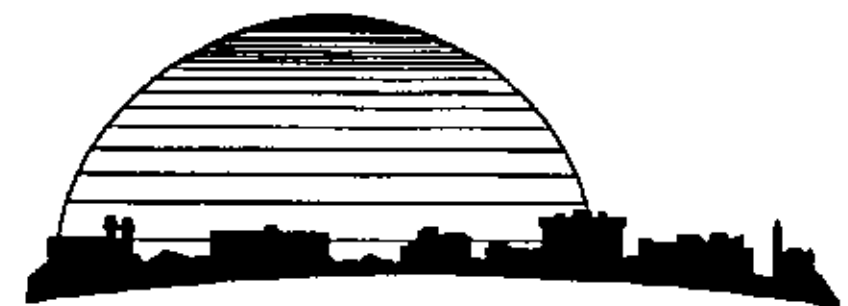
A schedule of additional budget retreats will be submitted for Council review and approval. Copies of the 2000 Proposed Budget will be made available for public review at the Mayor's Office, City Clerk's Office, the Fayetteville Public Library, the Fayetteville Chamber of Commerce, and the City's web site on Wednesday, December 1.



2000



City of Fayetteville, Arkansas



Proposed
Annual Budget
and
Work Program



Council On Aging
Building for the Future

Executive Summary

Seniors are the fastest growing segment of the population in Northwest Arkansas. The United States Census Bureau predicts that seniors will represent 20% of the total population by 2030. In Arkansas, and particularly Northwest Arkansas, that percentage will be even higher. Already 18.6% of Arkansans are 65 and older.

As baby boomers age, the support systems for the elderly must evolve to meet the changing needs and demands. The Council On Aging (COA) is the leading provider of services for the elderly in Northwest Arkansas and is uniquely poised to meet these new challenges.

The current facilities are outdated, overgrown, and inadequate. They do not meet the specific needs of today's elderly population and will not meet the needs of the future generations of seniors. They are the only day facilities available to Fayetteville residents.

The proposed new facilities will offer a warm and inviting atmosphere with areas devoted to lifelong learning, wellness, social, and hobby activities. They will have the flexibility and infrastructure necessary to meet changing demands and opportunities.

The total cost of the project is \$4,400,927. The COA already has committed and pledged \$1,200,000 leaving a balance of \$3,200,927.

The Council On Aging respectfully requests the Fayetteville City Council to invoke its right to charge a minimum millage on personal property to partially fund this project. Specifically, we request a ¹one mil tax for two years or a two mil tax for one year be charged to raise approximately \$1,000,000 so that construction of the Senior Community Center may begin and its completion be assured.

¹ According to the Washington County Treasurer one mil would raise \$534,575 with a 100% collection rate. Collection rates average between 90% and 94%. At 90% one mil would raise \$481,118 based on 1998 figures.

Council On Aging
Building for the Future

Nona Franklin is 82 years old and comes to the Senior Center every day, and has been doing this for 14 years. She volunteers to help with projects at the Center, but that's not why she comes, "I don't come here to work, I come to have a good time. My friends are here." Fifteen years ago when Nona and her sister moved to Northwest Arkansas, she didn't have any friends and her husband died shortly after moving here. She was lonely and in need of peer contact. A neighbor suggested the Senior Center to her, and she has been a loyal patron ever since. "If I didn't have this place, I would read myself to death. In fact, I probably would have passed over a long time ago."

A new millennium is approaching. The rush is on to prepare for 2000 and the opportunities and challenges it presents. The Council On Aging is preparing for 2005, the year baby boomers start their lives as seniors. Arkansas, and particularly Northwest Arkansas, will feel the impact of these important birthdays.

Since the beginning of the baby boom years, society has had to change, evolve and respond to this large group of individuals. First more elementary and secondary schools had to be built. Then college enrollment boomed and higher education had to respond quickly to the new role the activist boomers brought with them to campus. Unsatisfied with the status quo this generation brought an end to segregation, pushed for women's rights and equal opportunity for all, and set the stage for double income families that keep increasingly busy social lives.

As this generation ages, it remains the most politically active. Boomers changed the workplace, and as they age they will change the face of retirement.

According to the Arkansas State Department of Health, 22.1% of older Arkansans live in Benton, Garland, Sebastian, and Washington Counties. The U.S. Bureau of the Census predicts that from 1996 to 2030, the population of 65+ will more than double and grow to be 20% of the total population. In Arkansas, the percentage of Arkansans 60 and older already represents 18.6% of the population, the sixth highest percentage in the country.

Baby boomer seniors will be dramatically different from the seniors of today. There will be more of them, they will live longer, and they will have a higher set of expectations of the services and facilities offered to them.

The COA has a plan for this expanding and changing population. It envisions a future filled with active, involved, healthy seniors: a future where seniors congregate together to share their pasts and plan their futures. One where seniors are valued, treasured, and respected. Central to this vision is a new senior-centered facility that provides for the specific needs of seniors, and especially this new group. For just as the boomers have changed irrevocably society as they change stages of life, so too will they change the look of retirement as we now know it.

The Project

The time has arrived for the COA to help build the future for the seniors of Washington County. A new senior center has been designed to replace the outdated and overgrown facilities of the Sang Center and with it will come increased programming and opportunities for all seniors of Washington County.

The COA has a longterm lease with the City of Fayetteville for the Archibald Yell Homestead site that comprises beautiful park grounds located just south of Jefferson Elementary School. On that historic site will be built a forward-looking 25,000 square foot facility designed particularly to address the current and future needs of the elderly. It will house the Senior Community Center and a new Adult Day Care Center, and existing space will be renovated to provide offices for the COA.

The cost of this project is expected to be \$4,400,927. The Council has already raised \$1,200,000 in pledges and gifts.

The current facility at the Sang Center is already overstressed and outdated. Its expansion possibilities are nonexistent due to the growth of the surrounding neighborhood. This facility provides for the congregate meal production and for the socialization areas. The facility itself cannot accommodate the number of seniors who have shown a strong desire to use it and the kitchen is too small to handle any increase in meal preparation. The condition of the facility lacks the warmth and personal touch that is expressed so well by the staff and volunteers. It is completely inadequate to meet current needs much less the future demands of our aging population.

The Fayetteville Adult Day Services facility is barely adequate for current needs. The demand for its services and programs far exceeds the capacity of the facility. Currently only 20 individuals a day may be served by the Wood Avenue facility. This facility serves the population of seniors who have Alzheimer's, dementia, or other physical challenges that make it necessary for them to have supervised care.

The new Fayetteville Senior Center anticipates the future. It has been designed to serve more than 200 seniors per day. This includes an expanded Adult Day Care facility designed for 36 seniors and renovation of the Sang Center to an expanded catering kitchen to meet the growing demands for noon meals.

The new Fayetteville Senior Center will provide a state-of-the-art facility in which seniors may congregate. The new facility will be a beautiful place for seniors to spend their days and enjoy each other's company. Congregate areas and classroom areas will be incorporated as well as private nooks for conversation and game tables for the young at heart.

The Senior Center will be built with the senior at its center. Enhancements to the facility will answer special needs of the senior population. For example, its floors will be heated providing comfort to seniors with poor circulation in the cold winter months at the same time this enhancement will save on heating costs. The stairs will be ramped and access to

the grounds inviting encouraging seniors to move about and take part in a variety of activities. The building will integrate technology in the form of computers, atmosphere control, and audio/video capacity to serve, entertain, and educate the senior population.

Areas that are devoted to healthy living, wellness, music, exercise, computers, arts and hobbies, and growing plants will add to the facility broad opportunities for creative programming. And with increased programming will come increased participation and more involved seniors.

The new Community Senior Center has been designed with respect to the past and in anticipation of the future. The Board of Directors anticipates that this facility will answer the needs of Washington County seniors for years to come. Its design is functional, forward looking, and sustainable.

Operating costs of the new facility will increase slightly. However, the COA has planned for these expenses. The Council has agreed to lease space to the Area Agency on Aging and will make office space available to home health care specialists from Washington Regional Medical Center. The Wood Avenue facility will be closed and the Sang Avenue facility renovated to serve as a large catering kitchen for the Meals on Wheels program. A new coupon program has been established with Harp's Food Stores that the Council anticipates will increase revenues by more than \$25,000 annually. And, the COA is committed to developing ongoing fundraising activities that will generate significant new sources of income.

Justification

The current facilities are outdated, over-populated, and pushed beyond their limitations. And they are the only day facilities offered to seniors in Fayetteville. In 1990 Washington County hypothesized that the elderly population would reach 14,400 by 2020. The special census conducted in 1996 revealed that the 65+ population already exceeded that estimate by 5,000 a full 24 years ahead of schedule. The elderly represent the fastest growing population group in the country and in our region.

The elderly population in 2005 will be different from the seniors we are familiar with today. Not only will there be many more of them, but also they will be living longer and approaching their senior years with different expectations. Research and common sense tell us that the more involved and active seniors remain, the healthier they remain. Interaction with peers and peer relationships are keys to a healthier and longer life for seniors. The new senior generation will demand and expect greater opportunities to enhance their lives.

A new Community Senior Center is needed to offer a venue for seniors that is rewarding, fulfilling, and interesting all in a caring and nurturing atmosphere. The current facility simply cannot accept new clients. A new facility will allow for more seniors to become involved and allow for expanded programming.

The new Community Senior Center will address:

- Physical fitness and wellness.
- Mental fitness and wellness.
- Information and training in coping strategies.
- Validation as persons and as members of the community.
- Support for evolving roles as caregiver, grandparent, etc.
- Social interaction and communication.

All research tells us that the above needs are best served when individuals feel a sense of community and belongingness. Aging threatens our sense of community in many ways. The new Senior Community Center will counteract the potential isolation of aging by creating a genuine community which values, and in turn validates, the needs of the elderly and the programs designed for older adults. **The need for such a center is clear. With the creation of the UofA Office for Studies on Aging, virtually every community group representing older adults contacted the new Office to find local resources for seniors. The new Community Senior Center is a resource Fayetteville residents want and have voted in the past to support.**

It was the activation of seniors who desired a new Senior Community Center that led to the passing of the HMR tax. These same seniors representing 39% of the registered voters in Fayetteville expect a new Senior Community Center.

The City of Fayetteville has made a commitment with the donation of 6.75 acres and Parks and Recreation have agreed to upkeep the grounds and to develop walking trails that will be suited for an elderly population.

The COA is the leading provider of quality senior programs in Northwest Arkansas. Last year it served more than 600 seniors a day through its Meals on Wheels program, the social activities at the Senior Centers, and the adult day service programs. Since 1961 the COA has been answering the needs of the elderly in Northwest Arkansas through innovative, caring programs. The new and renovated facilities will allow the COA to expand services threefold.

The Council On Aging has undertaken an aggressive fundraising campaign with limited results to date. A commitment from the City would assure possible donors that the Senior Community Center is indeed a reality and provide the encouragement they need to make their own commitments.

The Senior Community Center is for ALL the people of Fayetteville. With this minimal tax, all citizens can participate and have ownership in the Center. The Council On Aging is committed to making the Center available to as broad a population as possible and does not expect to limit the hours of operation so that populations other than seniors cannot use it.

History of the Council On Aging

In 1961 the predecessor of the COA, the Adult Center, opened its doors with the original intent to provide jobs to the elderly. It quickly became apparent that what was desperately needed in the community was a central place for older adults to congregate and share experiences. Soon it outgrew its space and plans were developed for Hillcrest Towers. While operating more than 30 programs, in 1973 the COA provided the impetus for the creation of the Elderly Nutrition Program of Washington County. As this program grew, in 1991 it too became part of the COA. And in 1993, the COA incorporated adult day care services in Fayetteville and Springdale into its existing structure.

The Council has made a tremendous impact on the community with limited resources. The budget for the COA has increased from \$45,000 in 1990 to more than \$913,000 in 1998. Federal money supports 42% of the budget, 18% is carried by the state, program participants and United Way donations support the remaining 40%. Anyone aged 60 and older is eligible to attend any of the senior activity center programs at no cost. Participants are asked to make a donation based upon their ability.

Over the years the COA has led the charge on many issues: it helped the citizens of Lincoln, Prairie Grove, and Farmington build local senior centers; it worked with the City of Springdale to build its new senior center; it showed the seniors of Fayetteville how they would benefit from the HMR tax resulting in the passing of the tax (carried significantly by the senior vote); and it successfully competed against other organizations to acquire the 6.75 acres to construct the new senior center. This is a highly successful and motivated group of individuals.

Current Programs

The COA works with the mission of providing supportive services to those in Washington County who are 60 years or older, so they may live independently with dignity, hope, and courage in their own homes for as long as possible. In support of this mission they operate the Elderly Nutrition Program, the Adult Day Services Program, and the Fayetteville Senior Center.

The Elderly Nutrition Program serves more than 142,000 meals annually (more than 2,700 meals a week) for homebound seniors and noon meals at area Senior Centers. The kitchen at the Sang Center prepares these meals for catering and delivery. Volunteers and staff help in the delivery and serving of meals.

The COA designed the Adult Day Services Program to meet the social and nutritional needs of functionally impaired persons 60 years or older and to offer family members help with their concerns. Clients for this program come from all walks of life and have a wide range of functional challenges. Many of the clients have been affected by strokes, Alzheimer's Disease, or other conditions that may affect memory and/or physical function. Handicap-equipped transportation brings clients to the Wood Avenue and Johnson Road facilities on a regular schedule making it possible for them to socialize with other seniors, receive nutritious, delicious noon meals and snacks, and participate in daily activities and exercise. This important program also provides much-needed relief for family caregivers who can easily become overwhelmed with the care of a parent or relative who needs constant attention.

The Fayetteville Senior Center and Senior Center Social Programs are the heart of the COA. Through the Center and its programs, adults 50 years and older have an invaluable opportunity to share time and experiences with their peers. It is a time for them to share their pasts and plan their futures. Educational classes, crafts activities, dances, music performances, trips to places near and far, and general time for camaraderie draw clients to the Fayetteville Senior Center from all corners of the county.

The programs of the COA have been developed over the years in response to the growing needs of the expanding elderly population. Each year there is a need for more meals that must be delivered and the Council works hard to try to meet that need. The waiting list for low cost Adult Day Services Program grows monthly and the COA is the only provider of those services. Seniors across Washington County and beyond fill most programs of the Fayetteville Senior Center to capacity. The COA has always been good at predicting the next trend for seniors and developing programs to meet their changing needs. The prediction that more seniors will need and demand more services is quickly becoming a reality.

The Budget

The COA proposes to build a complex that comprises:

- 18,868 sq. feet for the Senior Center
 - 6,114 sq. feet for the Adult Day Care Center
 - 3,783 sq. feet for renovation and expansion of Waxhaws Estate House/Administration
- New and renovated construction totals 28,765 square feet.

- The cost of construction is expected to be \$117.92 per square foot.
- Furnishings and equipment for the buildings total \$459,012.
- Architect's fee will be 8.5% of construction or about \$288,277.
- A contingency fund and other costs as recommended by industry standards would total \$261,669.

Total cost of the project is \$4,400,927.

The COA already has committed and pledged \$1,200,000 leaving a balance of \$3,200,927. The commitments include \$500,000 from the HMR tax, \$350,000 from the Area Agency on Aging, and \$350,000 in community development block grants.

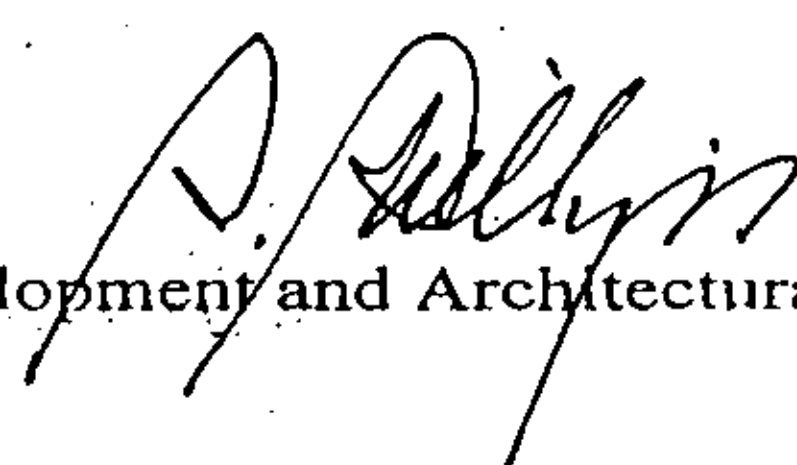
PERIGEE

Ronald G. Phillips, Principal
Organizational Development and Architectural Design

February 13, 1998

TO: Board of Directors
Council on Aging

FROM: Dr. Ronald G. Phillips, Principal
PERIGEE: Organizational Development and Architectural
Design



RE: Fayetteville, Arkansas, Senior Center

I am writing to share my insights regarding the Fayetteville, Arkansas, Senior Center proposal. In my capacity as gerontological consultant on this project, I have been intimately involved with its conceptualization and design development. My comments will attempt to put into perspective the merits of this proposal in light of current gerontology research, national senior center design, and my personal experiences as educator, researcher, and consultant.

My educational background is in psychology and architecture. I hold a Bachelor of Science Degree in Psychology, a Bachelor of Architecture Degree, and a Doctor of Architecture Degree. In addition, I have a Specialist in Architecture Certificate from the Institute of Gerontology at the University of Michigan. I have been a consultant since 1975. I am currently on the faculty in the Department of Environmental Design at the University of Missouri-Columbia, where I serve as the Director of the Graduate Studies Program.

The Fayetteville Senior Center proposal is exceptional for several reasons. First, the project bases its design perspective on information from community elders, the designer's and consultant's experiences, and on the state-of-the-art gerontology research regarding senior center design. It is customary for architects to conduct interviews with future users of a building. Moreover, architects who design senior centers frequently have significant personal experience in these types of projects. It is also typical to engage the services of a consultant who has extensive personal experience in senior center design. What distinguishes the Fayetteville Senior Center design approach is that it accomplishes all three of the above conditions with the addition of

state-of-the-art gerontology research. The design alternatives generated from such a comprehensive approach is not limited by the personal experiences of the future users of the facility, the architect, the consultant, or the community residents. Access to this relevant body of information and its potential application is critical to developing a facility that responds to perceived needs and current conditions, but will also respond to as yet unanticipated needs in the future.

Research-based design is gaining popularity in the architectural community. One major reoccurring obstacle seems to be the reluctance of many architects to design beyond their own experiences. This misguided myopia typically yields conventional designs with relatively short-lived utility. The Fayetteville Senior Center design includes the valuable research-based perspective and embraces its tenants. Thus, it ensures increased facility longevity.

Second, the construction materials and methods proposed are environmentally sensitive and ecologically sustainable. These processes are also based on state-of-the-art principles. There is no justification for designing a functionally timeless alternative if the actual physical facility does not survive. This environmental sensitivity is also uncommon in the architectural community. In a world where many design professionals are most concerned about potential litigation, a select few architects integrate time-tested construction principles with the most recent developments in construction materials and methods to produce buildings that can stand the test of time in an environmentally responsible manner. They design sustainable buildings.

Third, people do not want to be in ugly buildings. The visual aesthetic proposed in the Fayetteville Senior Center celebrates the human experience. It emphatically rejects the notion of economy at the expense of symbolic meaning. It is presented as the clearly preferred alternative to the economical metal building that is little more than a warehouse for older people. The proposal's aesthetic is timeless. It evolves from a sincere appreciation and respect for the site, its users, and materials.

Fourth, the design proposal makes a profound statement regarding the importance of senior citizens and the community of Fayetteville. In many communities throughout the United States, one can find examples of senior centers placed in unoccupied, poorly located, or in vacated business locales. This is not the case with the Fayetteville Senior Center proposal. The designer purposefully and passionately holds the perspective that the older people of Fayetteville deserve the respect they have earned. This respect is distinctly embodied in the Senior Center design. The prominent historic location of the Senior Center clearly reflects this intent.

Finally, the proposal is distinctive in its comprehensive approach. It does not merely maximize one or two of these design processes; it maximizes *all* of them into a single, cohesive, sustainable, and responsive design alternative. This procedure yields a facility that is responsive to its users; is sustainable, environmentally sensitive, and durable; and is symbolically meaningful and beautiful. It is a celebration of what people *can do*, not merely another example of what *has been* done. The Fayetteville Senior Center proposal is as distinctive as its users. It is a commemoration of their contribution to the community of Fayetteville. Among senior center designs with which I am familiar, the proposed Fayetteville Senior Center sets the new national standard.



**COUNCIL
ON AGING, Inc.**

Community Adult Center
Adult Day Services
Elderly Services &
Nutrition Program
(501) 582-1604

Council on Aging
C. 5. Page 13

Council On Aging
Building for the Future

A table of gifts to reach the desired goal of \$4,400,927

<u>Amount of Gift</u>	<u>Number of Gifts needed</u>	<u>Total</u>
\$2,000,000	1	\$2,000,000
250,000	1	250,000
100,000	3	300,000
50,000	5	250,000
25,000	9	225,000
10,000	10	100,000
5,000	15	75,000
TOTAL	44	\$ 3,200,000
Gifts and pledges received to date total		\$ 1,200,000
		\$ 4,400,000

For the Senior at the Center of Your World
FAX (501) 521-5047 • 901 S. College Ave. Fayetteville, AR. 72701



**COUNCIL
ON AGING, Inc.**

Community Adult Center
Adult Day Services
Elderly Services &
Nutrition Program
(501) 582-1604

Council On Aging
Community Senior Center

Naming Opportunities

Entire complex including grounds, buildings, and entrance to facility.....	\$2,000,0000
Senior Community Center.....	\$1,000,000
Adult Day Care Facility.....	\$1,000,000
Office complex.....	\$500,000
Main Hall in Senior Community Center.....	\$250,000
Specialty Rooms such as music room, art room, library or game room.....	\$100,000
Small specialty rooms such as exercise room or small craft room.....	\$50,000
Greenhouse, gazebo, walking trails, or entrance pavilion	\$50,000
Patios, porches or pavilions.....	\$25,000
Waiting area.....	\$25,000
Flowerbeds.....	\$25,000

Former
senior
center
volun-
teer.
Heler.
Cook
waves
while
preparing
lunch for
the Meals
on Wheels
program
Monday.
The center
is holding a
walk-a-
thon and
bake sale
to promote
the
programs
at the
center.

PHILLIP
WALROO
Northwest
Arkansas Times

Will walk for meals

Few extra steps
can go a long
way for seniors

By MICHELLE PARKS

Times Living Editor

Seven years ago, people first participated in a now annual springtime event to help provide the state's senior citizens with healthy meals.

"Senior centers all over Arkansas were needing a fund-raiser that was a statewide affair to raise funds for our adult meals program," said Norm Koehring, director of the Elderly Services and Nutrition Program at the Council on Aging in Washington County.

It was the Division of Aging and Adult Services in Little Rock that first started the fund-raiser in 1992. Senior centers throughout the state receive funding from that state agency.

The Area Agency on Aging in Harrison sponsors the walk-a-thons in Northwest Arkansas. "We all try to do it within the same month," Koehring said.

About 125 to 150 people countywide walk in the event, seeking sponsorships from friends and neighbors. About \$10,000 is raised from that number of walkers, Koehring said.

"We'd like to get much better participation," he said. "If we could get the numbers up, we'd see an increase in donations."

Some corporate sponsorships are used to purchase the walk's T-shirts; other companies just sponsor to help the overall efforts.

About 625 to 630 noontime meals are served five days a week to seniors at the county's nine senior centers and through the homebound meal program, called Meals on Wheels. The average cost of a meal is \$5.33.

"Any person 60 years or older can participate in our program by going to the senior center and being a part of the program there," Koehring said.

The private, nonprofit Council on Aging was hired by the Area Agency on Aging to run the senior care program in Washington County, he said. The Council on Aging operates three programs in this county, of which the meals program is the largest and most expensive.

There are adult day services centers in Springdale and Fayetteville that "take in people

ABOUT THE EVENT

MEALS FOR SENIORS WALK-A-THON

When: 8 a.m. to noon Saturday
Locations:
Elm Springs — city park
Lincoln — senior center, town square
Farmington — senior center
Praline Grove — Bamefield State Park
Fayetteville — Guley Park, Fayetteville Square, Dickson Street
Greenland — senior community center
Springdale — Springdale senior center, Jones Center for Families, Ozark Factory Outlet Stores
West Fork — new city park
Elkins — city park
Walker packets are available at all area senior centers or the Council on Aging office, 901 S. College Ave., Fayetteville. For information call 582-1604.
Proceeds benefit the Washington County Senior Center Nutrition Program and Meals on Wheels.

who need a high level of supervision during the day," Koehring said.

Beyond housing dozens of senior residents, Hillcrest Towers in Fayetteville is the location of the community adult center and several senior activities.

It takes about \$800,000 to operate the third part — the elderly services and nutrition program — of the whole \$1 million operation.

"Because it's such a huge program and serves so many people, about two-thirds of our funding is tax-related money, and the rest of it has to be found here in Fayetteville," Koehring said. That tax-related money is funding from taxes collected by federal, state, county and local governments, he said, and it only accounts for 64 percent of the total operating cost.

The Council uses fund-raisers, such as this weekend's walk-a-thon, to make up the difference between the government funding it receives and the cost it takes to actually operate its programs.

"The program is struggling and barely making ends meet," he said. "We're living very, very close. We try to make up for that with the fund-raisers."

The Council estimates a demand of 28,000 more meals this year than in 1998. The food cost will be about \$24,000 higher as well.

The ability to maintain the current level of service, much less increase the program's benefits, largely depends on the program's continuation.

"It depends on the success of these fund-raisers that we have," he said.

But the four major fund-raisers held each year aren't just to make current ends meet. The more money that is raised, the more likely needed additional services could be provided.

Currently, there isn't enough funding now to serve breakfast, like centers in other parts of the state and county do.

"We need a lot more help than we get," Koehring said. "I think unless you're a senior citizen you're not interested in senior citizens."

But that view will have to change, as more people continue to live longer.

"All those people who are 40 and 50 years old think they're never going to get any older," he said. "This program is here for them, and it needs to be supported by those people. . . . The groundwork needs to be laid right now for the groundwork of the people who are going to be in this program."

When the baby boomers come of age, he said, they too will need to seek these services.

"We're going to have a tremendous problem. Unless we get busy right now tooling up to meet that need, there's going to be a disaster," he said.

The quality of life in Northwest Arkansas has persuaded many retirees to make this area their home.

"Not only do we have the seniors here who are aging all the time, but we attract more seniors," he said.

But workers don't let the financial strain curtail what they offer to seniors.

"We haven't turned anyone away and we don't intend to," he said.

In fact, the council just opened a program in Goshen delivering home meals, and seniors are meeting at a center there once a month. And another senior center recently opened in Farmington.

Centenarians for clues to longevity

By ALEXIS CHIU

Associated Press

BOSTON — Mathematics professor Dirk Struik has learned a lot in his 104 years. But ask him about the secret to living a long life, and he is momentarily speechless.

"I've lived this long because I didn't die," deadpanned Struik, a native of the Netherlands who began teaching at Massachusetts Institute of Technology in 1926.

After a bit of reflection, the centenarian boils it down to a simple formula: "I have good friends. I'm healthy. Above all, I'm active."

Those are three of the most important factors in living long and staying healthy, according to two Harvard scientists who studied more than 100 centenarians to try to unlock the secret of longevity.

Though only the genetically blessed can expect to live more than a century, the researchers say they have identified some factors that could help everyone extend life and keep its quality high.

The trick is not staying young.

it's aging well," said Dr. Thomas Perls, director of the New England Centenarian Study and co-author of the recently published book "Living to 100."

"We're not trying to say everyone can live to 100," said the book's other author, Margery Silver, associate director of the study and a neuropsychologist. "But most people do not live up to their genetic potential, their maximum age span."

There are as many as 64,000 centenarians in the country, according to U.S. Census Bureau statistics. By 2050, that number could surge to between 500,000 and 1 million, Perls said.

The study, a joint project of Harvard Medical School and Beth Israel Deaconess Medical Center, began in 1994 and looked at centenarians — 85 percent of them women, 15 percent men — in eight Boston-area communities.

Several factors showed up in the lives and personalities of many of the subjects, including what Perls and Silver call the "centenarian personality."

"They handle emotional stress incredibly well," said Perls, 39

Study subjects had lost spouses, endured hardships, even survived the horrors of the Holocaust. Yet they were generally optimistic and, in most cases, funny. "They use humor all the time," Perls said Monday.

"It's incredibly important to keep your mind active and not become a mental couch potato," Perls added. Activities as mundane as balancing a checkbook or tough as learning to play an instrument were reported by many centenarians.

More surprising, among the factors Perls and Silver did not find to be significant in the lives of the over-100s were diet and education.

Diet, considered by many doctors to be central to long life, was tough to study because it varied widely, Perls said. Researchers did find one common factor: Nearly all subjects reported they had always eaten in moderation.

As for education, which has been suggested to have a proportional correlation to longevity, only two of the subjects had advanced degrees.



Dirk Struik, 104, professor emeritus at the Massachusetts Institute of Technology, looks through a book at his home in Belmont, Mass., Monday. Though only the genetically blessed can expect to live more than a century, researchers at Harvard University say the have identified some factors that could help everyone extend life and keep its quality high.

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