

**FINAL AGENDA
CITY COUNCIL
MARCH 19, 2002**

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. APPROVAL OF THE MINUTES
2. BID 02-12: A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. I-540 SEWER REPAIR: A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.
4. LIBRARY: A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.
5. ROLL-OFF CONTAINERS: A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.
6. SW CLERK: A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. POLICIES AND PROCEDURES: A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
8. BID 01-55: A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. RZN 02-1.00: An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezoned to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. **NEW BUSINESS**

1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.
2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.
3. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.
4. **DDEP:** A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.
5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.
6. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

Meeting of March 19, 2002

	<i>Roll</i>		<i>Nomination Committee</i>		
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
TRUMBO					
DAVIS	✓				
COODY	✓				

<i>Consent</i>	<i>Roll</i>				
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
TRUMBO					
DAVIS	✓				
COODY					

Meeting of March 19, 2002

<i>PZ-1</i>	<i>Remove from table</i>	<i>CS Rep</i>	<i>BD</i>	<i>to table</i>		
SANTOS	✓	✓	✓	✓		
JORDAN	✓	✓	✓	✓		
REYNOLDS	✓	✓	✓	✓		
THIEL	✓	✓	✓	✓		
YOUNG	✓	✓	✓	✓		
TRIMBO						
DAVIS	✓	✓	✓	✓		
COODY						

<i>Civil Service</i>	<i>CS</i>	<i>Remove from table</i>	<i>Pass</i>			
SANTOS	✓	✓	✓			
JORDAN	✓	✓	✓			
REYNOLDS	✓	✓	✓			
THIEL	✓	✓	✓			
YOUNG	✓	✓	✓			
TRIMBO						
DAVIS	✓	✓	✓			
COODY			✓			

5-0.

Meeting of March 19, 2002

IND PRE LAND	PASS	*	*	*	*	*
SANTOS	✓					
JORDAN	✓					
REYNOLDS	✓					
THIEL	✓					
YOUNG	✓					
TRUMBO						
DAVIS	✓					
COODY						

A.P.M. 1-47.	removal from BDKS.	Cl "shall" R.R. general	KS PASS BI	*	*
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
TRUMBO					
DAVIS	✓	✓	✓		
COODY		failed			

Meeting of March 19, 2002

*McCalland.
arg. 5:00/1:00
ICS to approve.
BD*

SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
TRUMBO					
DAVIS	✓				
COODY					

*P220
02-5:00*

SANTOS					
JORDAN					
REYNOLDS					
THIEL					
YOUNG					
TRUMBO	<i>left on 15' + meeting</i>				
DAVIS					
COODY					

X

Meeting of March 19, 2002

<i>W/S. Prncipal</i>	<i>CS 2ND BD</i>	<i>BD 3RD LG</i>	<i>PASS</i>		
SANTOS	✓	✓	✓	*	
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
TRUMBO					
DAVIS	✓	✓	✓		
COODY					

<i>Bull 1st</i>	<i>CS 2ND LG</i>	<i>BD 3RD LG</i>	<i>PASS</i>		
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
TRUMBO					
DAVIS	✓	✓	✓		
COODY					

Meeting of March 19, 2002

DDP *BD CS* *has agreed to township building*

<i>DDP</i>	<i>BD CS</i>				
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
TRUMBO					
DAVIS	✓				
COODY					

CD BE *BD CS* *PASS*

<i>CD BE</i>	<i>BD CS</i>				
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
TRUMBO					
DAVIS	✓				
COODY					

Meeting of March 19, 2002

<i>Boys' Club</i>	<i>2nd</i> BP <i>cf.</i>	<i>3rd</i> BP <i>cf.</i>	<i>pass</i>		
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
TRUMBO					
DAVIS	✓	✓	✓		
COODY					

SANTOS					
JORDAN					
REYNOLDS					
THIEL					
YOUNG					
TRUMBO					
DAVIS					
COODY					

*mtg adjourned
11:50.*

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

REMOVED UNTIL April 2nd C.C. Mtg.

A. CONSENT:

1. APPROVAL OF THE MINUTES

2. BID 02-12: A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.

3. I-540 SEWER REPAIR: A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.

4. LIBRARY: A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.

5. ROLL-OFF CONTAINERS: A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.

6. SW CLERK: A resolution authorizing to add part-time temporary clerk in Solid Waste.

7. POLICIES AND PROCEDURES: A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.

8. BID 01-55: A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. RZN 02-1.00: An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.

2. CIVIL SERVICE: An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

4380

32

INDUSTRIAL PARK LANDS: An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.

4.

ADM 01-47.00: A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.

*Power Plant
Demo*

5.

MCCLELLAND ENGINEERING: A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C.

NEW BUSINESS

1.

RZN 02-5.00: An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

2.

WATER AND SEWER REVENUE BONDS: An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.

3.

BULK TRASH DISPOSAL: An ordinance amending collection charges for bulk brush disposal.

4.

DDEP: A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.

5.

CDBG: A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.

6.

BOYS AND GIRLS CLUB: An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

*not adjourned
11:50*

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. ✓ **APPROVAL OF THE MINUTES**
2. ✓ **BID 02-12:** A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.
4. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building. *- need "professional" liability before sign contract.*
5. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.
6. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
8. **BID 01-55:** A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. ✓ **RZN 02-1.00:** An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

PASS

3. ✓✓ **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.

PASS

4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.

PASS

5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. **NEW BUSINESS**

left on 1st reading

1. ✓✓ **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

PASS

2. ✓✓ **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.

PASS

3. ✓✓ **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.

PASS

4. **DDEP:** A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.

PASS

5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.

PASS

6. ✓✓ **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

not adjourned
11:50

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. APPROVAL OF THE MINUTES
2. BID 02-12: A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. ✓ I-540 SEWER REPAIR: A resolution awarding the construction contract to J-D Construction in the amount of \$182,520 with a ~~25%~~ contingency for a total of ~~\$209,898~~ and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing. *\$53,978⁰⁰ \$236,498⁰⁰*
4. ✓ LIBRARY: A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building. *make "professional liability"*
5. ✓ ROLL-OFF CONTAINERS: A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.
6. ✓ SW CLERK: A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. ✓ POLICIES AND PROCEDURES: A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
8. ✓ BID 01-55: A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. ✓ RZN 02-1.00: An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.
2. CIVIL SERVICE: An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

3. ✓ **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. ✓ **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. ✓ **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.
2. ✓ **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.
3. ✓ **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal. *- need name -*
4. ✓ **DDEP:** A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements. *need copies for tonight. - see Guy B.*
5. ✓ **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.
6. ✓ **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

**NOMINATING COMMITTEE REPORT
CITY COUNCIL MEETING
MARCH 19, 2002**

ADVERTISING AND PROMOTION COMMISSION

Pat Gazzola - Re-appointed to fill term ending 04/01/06

BOARD OF ADJUSTMENTS/BOARD OF SIGN APPEALS

Robert A. Nickle - One five-year Public-at-Large term ending 03/31/07

CIVIL SERVICE COMMISSION

Merlin Augustine - One six-year Full term ending 03/31/08

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Stanley P. Johnson - One five-year Full term ending 03/31/07

Dennis Becker - One five-year Full term ending 03/31/07

Owen Eudell Luttrell - One one-year Alternate term ending 03/31/03

PLANNING COMMISSION

Donald A. Marr, Jr. - One three-year Full term ending 03/31/05

Bob Estes - One three-year Full term ending 03/31/05

Troy Wilson, Jr. - One three-year Full term ending 03/31/05

PUBLIC LIBRARY BOARD OF TRUSTEES

Anne de Noble - One five-year Full term ending 03/31/07

TELECOMMUNICATIONS BOARD

Susan Cromwell - One unexpired term ending 06/30/03

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
MARCH 5, 2002**

A meeting of the Fayetteville City Council was held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody; Aldermen Davis, Santos, Jordan, Reynolds, Thiel, Young and Trumbo; Interim City Attorney, Kit Williams; City Clerk, Heather Woodruff; Staff, Press, and Audience.

CONSENT AGENDA

APPROVAL OF MINUTES:

BID 01-59: A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of \$28,585.00.

RESOLUTION 31-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HAY GROUP: A resolution authorizing a contract with the Hay Group for an amount not to exceed \$25,000.00 to accomplish the Compensation Analysis Project Steps.

RESOLUTION 32-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOFTWARE MAINTENANCE: A resolution approving the annual standard software maintenance agreement in the amount of \$22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

RESOLUTION 33-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CONSTRUCTION MATERIAL: A resolution awarding bids for construction materials utilized by various divisions of the City.

RESOLUTION 34-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MISSION STATEMENT: A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

RESOLUTION 35-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CORPORATE HANGAR COMPLEX: A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

RESOLUTION 36-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

IFWORLD: A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is \$85,680.00 with project contingency of \$13,320.00 (15.5%) being requested for total contract price of \$99,000.00.

REMOVED FROM CONSENT AGENDA.

WEB-SITE HOSTING: A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is \$17,808.00 with additional approval being requested to increase the contract amount up to the amount of \$21,408.00 annually. The 2002 cost of this contract will be \$9,388.00.

REMOVED FROM CONSENT AGENDA.

FIRE APPARATUS: A resolution approving a budget adjustment returning \$14,593.02 to the Fire Department's Operations Budget.

RESOLUTION 37-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DRUG TASK FORCE GRANT: A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial Drug Task Force. The City's matching funding requirement for the grant will not exceed the \$50,000 included in the 2002 Annual Budget.

RESOLUTION 38-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda with the removal of number 8 and 9. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

STAFF REPORT

I-540 Business Technology Park

Mr. Dumas stated there had been a public meeting last Thursday regarding the park. There had been forty-eight people in attendance. It had been a very positive meeting and they received thirty-two written comments from the participants. There were three types of groups there. Those who wanted

more environmental work done on the project, those who were in favor of the project, but felt that they needed to do more scientific analysis, and the third group being general citizens. The Corp of Engineers and the U.S. Fish and Game were in favor and stated if they continued on the project as they had discussed that they saw no pitfalls. One was very positive that if they continued on as they proposed the Darter would not have to be listed as an Endangered Species.

Alderman Santos asked if they would be having more charetts.

Mr. Dumas stated that they had planned a series, but they had come to a point of closure. He thought that with the presentation that they were at a point in the process that they could define where the conservation area was and the parameters of how they were going to be dealing with the conservation area and the development. The presentation made by EGIS and McClelland adequately addressed both of those issues. There are a lot of other issues that they will have to address, there will be other public meetings, but he thought that they could decide the parameter of the conservation area, the parameter of how they were going to deal with the development area.

Alderman Thiel asked if there had been a representative from the Nature Conservancy there.

Mr. Dumas replied to his knowledge there was not a representative there.

Mayor Coody stated he had spoken with Michael Cure in Little Rock, he had been aware of the meeting and had written him a letter in support of it.

Alderman Thiel stated she thought there would be more than two meetings. What they were discussing was the most critical part of it. There needed to be at least two public meetings regarding this. Not every one could attend. This is the most important issue to establish with the public meetings.

Alderman Jordan asked if they had discussed soccer fields in this area.

Mr. Dumas stated there were about forty five acres to the north of Clabber Creek that is level and would be good for the development of soccer fields.

In response to questions, Mr. Dumas stated there were approximately forty to forty-five acres of wet land that would be mitigated. That meant that those forty to forty-five acres would be prepared for development and there would be other wet lands created in the hundred acre conservation area. There would be no net loss of wet land. They would just be in a different location.

OLD BUSINESS

RZN 02-1.00: An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting.

Alderman Jordan moved to table the ordinance. Alderman Davis seconded. Upon roll call the motion carried unanimously.

THE ORDINANCE WAS TABLED ON THE SECOND READING UNTIL THE MARCH 19, 2002 MEETING.

CIVIL SERVICE: An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

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

Mr. Williams read the ordinance for the second time.

Alderman Thiel stated she thought a larger commission would better reflect the increase size and diversity of the city.

Mr. Dominic Swanfield, F.O.P., stated if it was a problem, then they were fine with that. They had originally brought it up in hopes of adding a little more balance to the commission. The current system was fine. They would like to have two more added.

Alderman Davis stated there were problems with a number of committees having enough to create a quorum. He questioned if it would be harder to get a quorum by increasing the number of members.

Alderman Thiel stated if they increased their membership by two, then they would only need one more member for a quorum. They would increase their odds of getting a quorum.

Mr. Williams reminded the Council that in the absence of Alderman Zurcher, it did not change the number of votes required to pass an ordinance. The number of votes required to pass an ordinance or resolution remains five, a majority of the number of whole persons elected to position.

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

Mr. Williams read the ordinance for the third time.

Alderman Davis stated it was always easier to work around five people than it is around seven.

Alderman Reynolds stated he would like to wait another two weeks in order to hear from the public.

Mr. Williams stated there needed to be a motion to table.

Alderman Reynolds moved to table. Alderman Santos seconded. Upon roll call the motion carried by a vote of 4-3, Davis, Thiel and Trumbo voting nay.

THE ORDINANCE WAS TABLED ON THE THIRD READING.

NEW BUSINESS

IFWORLD: A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is \$85,680.00 with project contingency of \$13,320.00 (15.5%) being requested for total contract price of \$99,000.00.

Mr. Kevin Springer, Budget and Research, stated they were trying to have a site designed that would not add additional work to the employees of the city or require additional employees. They had sent out a request for proposal. They had outlined what they wanted the site to do. The proposals ranged from \$27,000 to \$176,000. The average of all of the cost was \$92,000. They had narrowed it to three local firms. The lowest bid could not provide a content management system. Without a content management system they could not have an entry level user update the information.

Alderman Thiel stated she agreed with the concept that each department needed to maintain their own site. The maintenance was the real cost of the web site. She expressed concern that some divisions within the city did not have internet or decent computers. She questioned if they were getting ahead of themselves.

In response to questions, Mr. Springer explained the web site was going to form an umbrella over city services. There were various component that they were adding to it. The Hansen Project was more internal than external. With the web site citizens would be able to report and track problems, pay water bills on line.

Alderman Young asked if this was Mayor Coody's proposal because this was what he pushed for

during the campaign.

Mayor Coody stated they were trying to upgrade and become more citizen friendly.

Alderman Davis stated he had not been for this under the old budget, however, this was rollover dollars from last year. He thought it would be an asset to the city.

Alderman Young stated one of the key things to this was keeping it updated. What assurance did the citizen have that they were going to keep it updated?

Mayor Coody stated there would be a person assigned that task.

Gary Halt, Web Site Committee, stated their design was what they needed. It provided the option of updating the web site. They might have found it a little cheaper, but it was not unreasonable. He asked if the City would have the license to modify the scripts if they needed to.

Mr. Springer stated they were not going to have permission to modify the codes, the internal workings of the system.

The representative for IfWorld, explained that they would have the ability to add any component that they wanted to the system. It was a code that they personally write, it was proprietary. If they did not compile it together and make it so that it was not viewable on the internet, their competitors could steal it and use it. It was not to keep it from them, they did own it.

Mr. Williams stated there has been an agreed upon modification to the contract which gave the City more rights and a warranty that they did not have before. There would be a one year warranty for problems that the City did not cause.

Alderman Santos moved to approve the resolution. Alderman Thiel seconded. Upon roll call the motion carried unanimously.

RESOLUTION 39-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WEB-SITE HOSTING: A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six months with two additional twelve month renewal period. The annual cost of the contract is \$17,808.00 with additional approval being requested to increase the contract amount up to the amount of \$21,408.00 annually. The 2002 cost of this contract will be \$9,388.00.

Alderman Santos moved to pass the resolution. Alderman Reynolds seconded. Upon roll call

the motion carried unanimously.

RESOLUTION 40-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TRANSPORTING ANIMALS: An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition: to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

Mr. Williams read the ordinance for the first time.

Alderman Thiel stated this issue had gone to the Ordinance Review Committee. This would clarify their existing ordinance. She was going to suggest an amendment to add, "if the sides and back of the pickup are at least forty-six inches high."

Ms. Leann Van Winkle, Humane Society, stated she was speaking on behalf of the ordinance. We needed to take care of our animals. She was not asking people to give up their civil rights, but to take care of the things that make them who they are. This was also a safety issue.

Ms. Sherry Bolstad, Animal Hospital, stated animals did jump out of pickups and cars and they do get hurt. She gave several examples of animals who had jumped out of vehicles and been in accidents.

Ms. Lib Horn, retired Animal Services Superintendent, stated they had drafted a new ordinance in 1992. She thought that they had addressed this issue in that revision. The ordinance before them now addressed the issue. She urged them to pass the ordinance for two reasons: public safety and animal safety. Animal Control was not originally created to protect animals. They were created to protect people. She had worked two cases that involved the death of children. Both could have been prevented. They needed to prevent these incidents. Several years ago a blind man had been attacked by a dog that jumped out of a truck. These things were rare, but they did happen. One death would be too many if they had the means to prevent it. Fayetteville was an animal friendly town.

Ms. Nell Foster, Humane Society of Ozarks, stated she and her service animal had been scared a number of times by animals in the back of trucks. She expressed concern for her service animal as well as the other dog in the vehicle.

Ms. Fran Alexander, an area resident, presented illustrations of dogs in the back of trucks. A fifty pound dog with a truck traveling thirty-five miles per hour, if the dog fell onto a car it would hit the windshield with four thousand pounds of impact. If the same dog traveling at the same speed were to hit an oncoming car traveling the same speed, it would hit the oncoming vehicle with eight thousand pounds of impact. Arkansas State Highway and Transportation reported in 2000, 407

crashes with animals. 130 injuries and 2 fatalities.

Alderman Thiel stated the issue that concerned her the most was people leaving their dogs in the back of trucks in parking lots unattended and untethered. They never knew what was going to cause a dog to jump out of a vehicle.

Mr. Williams stated he did not believe that their existing ordinance would allow them to prosecute that offense, but with this ordinance they would be able to.

Alderman Jordan stated he had been attached a dog in Wal-Mart parking lot.

Alderman Davis asked why Ms. Thiel was wanting to amend the ordinance.

Alderman Thiel stated she thought when farmers came into town with cattle rails they would be able to have their dogs in the back.

Alderman Thiel moved to amend the ordinance to add, "or if the sides and back of the pick-up bed are at least five feet." Alderman Jordan seconded. Upon roll call the motion carried unanimously.

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

Mr. Williams read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Thiel seconded. Upon roll call the motion carried by a vote of 6-2-0, Reynolds and Young voting nay.

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

Alderman Jordan asked how they would be enforcing the ordinance with people just coming through town.

Mr. Williams stated it was his opinion that the police department would be understanding and use their discretion. Although, all citizens were charged to know the law.

Alderman Jordan asked if a collar would work rather than a harness.

Alderman Santos state they were wasting time on an insignificant issue. They had a serious problem with dogs at large. He thought they should be addressing that issue.

Alderman Thiel stated that was a problem, but stated they should be proactive rather than reactive. They should have the laws, then work on enforcing them and working on the problems. All it would take would be for one child to get killed.

Alderman Thiel moved to amend the ordinance to add, "or collar". Alderman Trumbo seconded. Upon roll call the motion carried by a vote of 6-1, Reynolds voting nay.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance failed by a vote of 4-3, Santos, Reynolds, and Trumbo voting nay. Mayor Coody refusing to vote.

Mayor Coody stated he thought that they did need to focus more on animals at large. He did not agree with the idea that they need to put an ordinance on the books even if they can't enforce it.

ORDINANCE FAILED. (ITEM WAS RECONSIDERED, AND PASSED)

TELE-WORKS: An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of \$96,994.00 and a total maintenance cost of \$21,100.00.

Mr. Williams read the ordinance for the first time.

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

Mr. Williams read the ordinance for the second time.

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

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

Alderman Young asked if there was a guarantee that this system was going to work.

Ms. Sharon Crosson stated they could not guarantee that it was going to work because it was going to have to be the city employees that make it work. She was going to be the systems administrator. The system would enable a citizen to call in on the telephone and ask for information that city employees have provided into the system. They can do that over the phone or web. Teleworks will guarantee that their system will work provided that city employees put forth the effort to keep the system updated just like the web site. They had to keep it updated and they had to provide the information into the system. They had a thirty day period from the date it was installed to they go live. They had thirty days before they had to accept it. The system was to provide information, they

could provide up to nine thousand recorded messages and an unlimited number of messages on line. They would be able to update the information from one area and it would update both the web and the phone. The system would also provide faxable documents. It would also allow people to pay their bills on line or over the phone. Other cities get about seventy-five percent of the utilities payments made over Tele-works are done on the telephone, the other twenty-five percent was done on line. It will keep statistics of all the calls that come into the system and the types of information they were requesting. It would also provide building inspection scheduling. This would interface with the Hansen workorder system.

Alderman Jordan stated it was difficult for him to spend so much money on an automated system when there are greater needs in the system.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 6-1, Jordan voting nay.

ORDINANCE 4374 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INDUSTRIAL PARK LANDS: An ordinance amending the ordinance establishing the formal process for the sale of municipally-owned real property by defining industrial park lands.

Mr. Williams read the ordinance for the first time.

Alderman Young question what in and around meant.

Mr. Williams stated there was a map provided that it did include all the area in and around the industrial park. Contiguous with. It was controlled by the exhibit. The exhibit depicts exactly what it was so that there could be no question what it meant.

Alderman Young stated the ordinance read "around" this Exhibit A. It needed to stay within the boundaries as depicted on Exhibit A.

Alderman Davis suggested deleting "around".

Mr. Williams stated the land that the city was trying to sell was not within the Industrial Park. It was north of a factory. It touches the South Industrial Park, but it was not in the Industrial Park. That was why they could not sell it.

Alderman Young stated that would open it up to any land in or around this park to be exempt from the ordinance.

Alderman Davis suggested adding within the black border.

Alderman Reynolds stated he had not seen this advertised for sale.

Alderman Davis moved to amend the ordinance to add "within the bold black line." Alderman Trumbo seconded. Upon roll call the motion carried unanimously.

Alderman Santos moved to suspend the rules and go to the second reading. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Reynolds stated no one on his road knew about this and he wanted to wait.

ORDINANCE WAS LEFT ON THE SECOND READING.

LSP 02-6.00: An appeal of a Planning Commission decision regarding the right-of-way dedication requirements for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell.

Mr. Mike Bender, Northstar Engineering, stated the property was approximately 183 acres on Mt. Comfort Road. They had gone through the Planning Commission with a lot split. They were splitting off approximately forty acres in the southern region near the Holt Middle School for single family residential subdivision. What they were appealing was condition one of the Planning Commission approval which was a seventy foot right-of-way for Double Tree Road. They were requesting to relocate Double Tree Road right-of-way north of Clabber Creek. They thought it would be more appropriate.

Alderman Davis stated the Planning Commission had approved this as it is now. If they went north, then they were going to have to build more bridge work than if they were to go south. They would have less turns with the floodway, which would make it easier to build if they went to the south than if they went to the north.

Mr. Bender stated Ruppel Road would have a bridge and they were dedicating right-of-way for that. Changing Double Tree Road would not change that. He did not believe that they would have to build a bridge. If they went south then they were shorting the collector corridor and it was not going to function as intended.

Alderman Thiel stated it was her understanding that they were proposing a road further south than what was shown here.

Mr. Conklin stated on their Master Street Plan they allowed developers to work with their Master Street Plan and to plan their streets within the development. This area was 183 acres. It was going to serve a lot of individuals and traffic. In the past with their Master Street Plan on this side of town, they have been able to work with developers to have the right-of-way dedicated within their development. Bridgeport Phase IV, V, and VI incorporated a collector street within their subdivision. Fairfield Phase I, II, and III incorporated a master plan within their subdivision. Shiloh West Apartments not only incorporated the right-of-way, but is building a thirty-six foot street as part of their large-scale development. WHM Investment dedicated right-of-way for Ruppel Road and Persimmon Street. This was not something uncommon. He presented a copy of their preliminary plan. It had been tabled due to wet land delineation. What they would typically allow would be for the collector street to be incorporated within the development. What that would require would be an additional twenty feet of right-of-way. The additional right-of-way would allow the sidewalk to be set back ten feet from the curb for the tree planting area. It also helped them as a city. This was a collector and it would carry more people. It was important that they planned streets that connected subdivisions together. They needed to provide access to the schools.

Alderman Young stated that their proposed development was assuming that they would waive the right-of-way requirement.

Mr. Conklin stated that was correct. The bottom line was that they did not have room with this subdivision design to grant an additional twenty feet of right-of-way.

In response to questions from Alderman Young, Mr. Conklin stated their recommendation had been to only ask for the right-of-way for track A and to require the right-of-way on the remaining acres developed. He has had three developments within the past year that have worked to get Persimmon Street planned and within their subdivisions.

Alderman Young stated if they went south of bridge it would negate the whole purpose of this street. They would have to go north or south at that point.

Mr. Conklin stated a collector street was designed to collect the traffic and bring them to higher classified streets. They were trying to take traffic from the residential development and take it to Mt. Comfort Road. Collectors were to collect the traffic to make sure that traffic within the subdivision could access larger streets.

Mr. Williams stated they must show that there was undo hardship or practical difficulties that would justify a lesser dedication.

Alderman Santos moved to deny the appeal. Alderman Trumbo seconded the motion.

Mr. Charles Speedy, an area resident, stated a lot of promises had been made with Prestige Properties that did not get kept. The property was R-1 and needed to be developed. The Master Street Plan had a collector street going right through the middle of this property. It would be collecting from both sides. That was on top of Clabber Creek. The City's parks department is interested in purchasing the property for development of a park and for trails. Now they were talking about only collecting from half of that. There was no necessity that the collector had to be in this particular subdivision. There was no reason that it would not be north of the creek and service the larger tract.

An area resident, stated they were looking at Clabber Creek as a potential trail corridor in the future. Township Road was on the back side of houses. None of the houses were accessed from Township.

Upon roll call the motion carried unanimously.

APPEAL WAS DENIED. RESOLUTION 41-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SPECIAL ELECTION: An ordinance calling for a special election to fill an alderman vacancy.

Mr. Williams read the ordinance for the first time.

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

Mr. Williams read the ordinance for the second time.

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

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

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried unanimously.

Alderman Santos moved to pass the emergency clause. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

ORDINANCE 4375 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NAME CHANGE: A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.

Ms. Karen Rose, an area resident, stated she had lived on Tanglebriar Lane since 1978, at both ends. There has been a lot of confusion on the street with deliveries and responses to emergencies. When

they see the maps with Tanglebriar being named as an intersection to Rockwood. Something needs to happen. She did not believe they would have the confusion, if they left the maps as they were and renamed the street and gave them the correct name, Tanglebriar. She wanted to change three hundred feet of the street.

Mr. James Graves, an area resident, stated he was against the street name change because it would affect him because he would have to have new deeds and wills drafted. If they changed an address it not only affected the people living there, but the piece of property and every where that property was listed as an asset. He suggested placing new signs to identify the streets correctly.

Alderman Davis stated signage should be the first step to correct the situation.

Alderman Reynolds stated most of the calls he had received wanted the street signs. They did not want to change the name.

Aldermen Thiel and Davis asked Mr. Williams to check on the correct way to correct the miss spelled street name.

Alderman Davis moved to deny the street name request. Alderman Santos seconded. Upon roll call the motion carried unanimously.

RESOLUTION WAS DENIED. RESOLUTION 42-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADM 02-3.00: An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from Use Unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3, and C-4 districts.

Mr. Williams read the ordinance for the first time.

Mr. Conklin stated the Planning Commission wanted the ability to approve liquor stores as a conditional use in C-1 zoning districts.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4376 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADM 01-47.00: A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.

Alderman Santos moved to table the item. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

ITEM WAS TABLED UNTIL THE MARCH 19, 2002 MEETING.

ROUGH PROPORTIONALITY APPEAL: An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

Mr. Williams read the ordinance for the first time.

Alderman Thiel stated every thing about this was very general, but the last paragraph was strictly on sidewalks. Could they make that more general?

Mr. Williams stated he thought it was dangerous to do it too generally. Most ordinances were not made retroactive. The reason he had restricted it to sidewalks was that they knew approximately how much liability there would be out there for the City. Also, it was because of some of the problems that they had in assessing what he believed to be beyond what was the rough proportionality of the impact of a house. They required someone to donate \$4,000 or more for sidewalk was why they looked at this and why he felt they needed this ordinance. He recommended that they limited it. If they did not limit it, he did not know what would be opened up. They could be potentially weighing the Planning Commission down with hearing many appeals. It was better to be proactive, except in this one isolated circumstance where the people who had to pay too much. He thought they did need to make an ordinance that gave them a change to go back before the Planning Commission and try and seek and refund of their money. Without this someone could challenge their entire UDO.

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

In response to questions, Mr. Williams stated this was not appealable to the Council. From the Planning Commission it would go to the circuit court.

Mr. Williams read the ordinance.

Alderman Thiel questioned how many appeals they would be getting in future.

Mr. Williams did not believe that there would be a lot. He thought the sidewalk was one of the more difficult issues that they faced.

Alderman Santos moved to suspend the rules and move to the third and final time. Alderman Trumbo seconded. Upon roll call the motion carried by a vote of 6-1, Young voting nay.

Mr. Gordan Wilson, an area resident, stated when he started running the cost of sidewalks, the three dollars per square foot seemed to be pretty high to him. Were those fees set up to discourage people from paying those fees rather than putting in the sidewalk.

Mr. Conklin stated sometimes three dollars was not enough, when they were dealing with difficult terrain and drainage. It was an average cost.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 6-1, Reynolds voting nay.

ORDINANCE 4377 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TRANSPORTING ANIMALS

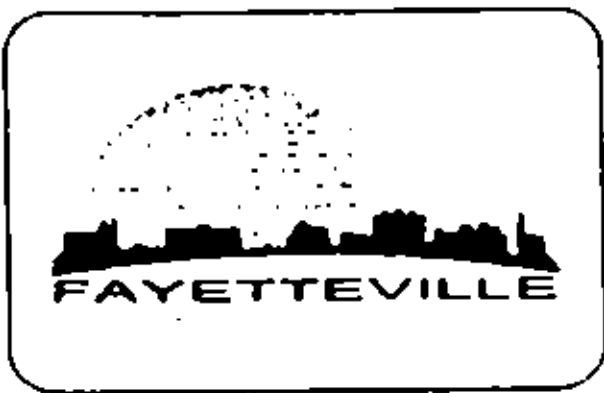
Alderman Trumbo moved to reconsider the Transporting Animal ordinance. Alderman Thiel seconded. Upon roll call the motion carried by a vote of 5-2, Santos and Reynolds voting nay.

Alderman Trumbo stated he had changed his mind and would like to vote again on the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 5-2, Santos and Reynolds voting nay.

ORDINANCE 4378 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 10:45 p.m.



STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

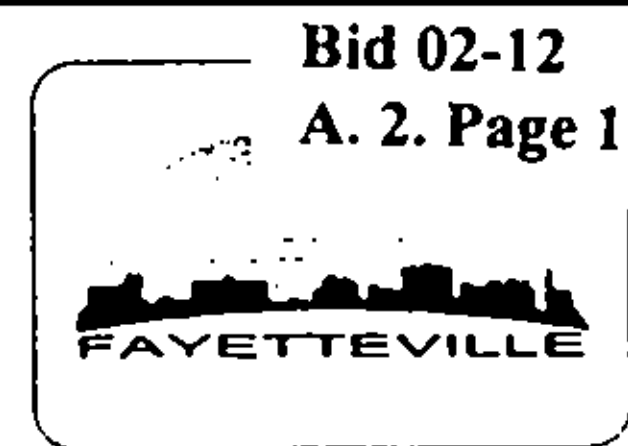
For the Fayetteville City Council meeting: March 19, 2002

FROM:

W.A. Oestreich
Name

Fleet Operations
Division

Public Works
Department



Bid 02-12
A. 2. Page 1

Bid 02-
A. 2.

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications - Bid 02-12, Item #1 - 5000 lb. Forklift @\$20,220.00 Less Trade Allowance of \$2,000.00 for Item #2 - Unit #906 - 1984 Toyota Forklift for a net purchase price of \$18,220.00, with the authorization to purchase item #1 and trade item #2. The Vendor will be Yale Materials Handling Gammon Inc., Springdale, AR 72764, Vendor #5144

COST TO CITY:

\$ 20,220.00
Total Cost

\$ 2,000.00
Trade Allowance

\$ 18,220.00
Net Cost

\$ 18,220.00
Cost of this Request

\$ 412,013.00
Category/Project Budget

Repl/Exp Other Veh/Equipment
Category/Project Name

9700-1920-5802.00
Account Number

\$ 34,660.00
Funds Used To Date

Vehicles & Equipment
Program Name

02080
Project Number

\$ 377,353.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

Marsha Fanning
Accounting Manager

3/5/02
Date

ADA Coordinator

Date

[Signature]
City Attorney

2/8/02
Date

Internal Auditor

Date

P. Vice
Purchasing Officer

3/5/02
Date

STAFF RECOMMENDATION:

Acceptance of Bid 02-12 with the Authorization to Purchase Item #1 and Trade Item #2.

[Signature]
Division Head

3/1/02
Date

Cross Reference

[Signature]
Department Director

03/06/02
Date

New Item: Yes No

[Signature]
Administrative Services Director

3/8/02
Date

Prev Ord/Res #: _____

[Signature]
Mayor

3/8/02
Date

Orig Contract Date: _____



STAFF REVIEW FORM

Description: 5000 lb. Forklift

Meeting Date: March 19, 2002

Comments:

Budget Coordinator:

What is the monthly cost to the
using division?

What is the ~~tax~~ ^{rate} ~~cost~~ ^{when} loaded?
Accounting Manager: When is the TRADE IN Bid?

Reference Comments:

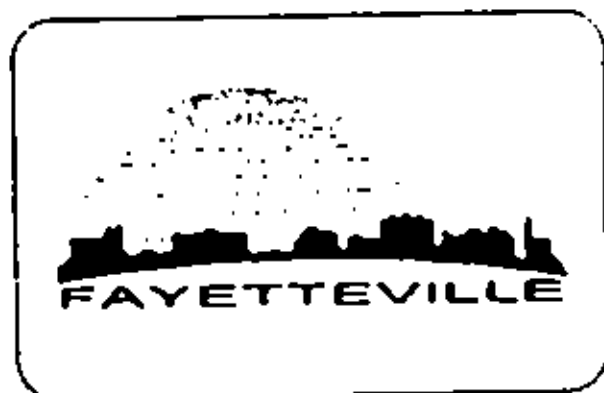
Attached
1181.4 F / 92006 R
Attached

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



CITY OF
FAYETTEVILLE



FLEET OPERATIONS

501.444.3495

INTER-OFFICE MEMORANDUM

FAX: 501.444.3425

TO: Mayor/City Council

THRU: Greg Boettcher, Public Works Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: March 1, 2002

SUBJECT: BID AWARD RECOMMENDATION 02-12 Project 02080

Reference the attached Agenda Request for the Award of Bid 02-12, Item #1 to the lowest qualified bidder meeting specifications. This Vendor is Yale Materials Handling, Gammon Inc., 1586 E. Emma Ave., Springdale, AR 72764. (Vendor #5144). This is a budgeted item.

The Bid Tabulation Sheet dated November 02, 2001, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List. Also attached is a completed copy of the successful bid.

This item has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain it 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 Representatives of OMI, Fleet Operations Division and the Equipment Committee.

The Equipment Committee approved this recommendation unanimously at their meeting on February 28, 2002

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

ITEM 1. 5000 lb. Capacity Fork Lift
**** Yale Materials Handling Gammon Inc.**

\$20,220.00

Less Trade allowance for Unit #906 - 1984 Toyota Fork Lift
CREDIT \$2,000.00

Total Purchase cost of \$18,220.00

This Bid was accepted as it met original Specifications. This should provide unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS ONE COMPLETE UNIT:

TOTAL BID AWARD: \$18,220.00

The budgeted amount for items of this type is \$412,013.00 in account 9700-1920-5802.00, Project 02080. With the purchase of this item at \$18,220.00 we will have a balance remaining of \$359,133.00.

PROJECT Frank Fayette **TABULATION OF BIDS** Don/Tayalder Item

DESCRIPTION Cell M ! * DATE OPENED 2/19/02 F.O.B. 11.00.00

BID NO. <u>02-12</u> PROJECT NO. <u>1</u>		New ITEM 1		Sell ITEM 2		ITEM		ITEM		EXTENSION	
BIDDER	<u>Egg M ! *</u>	UNIT/QUANT COST									
ADDRESS:	<u>Sevier Inc</u>	EXT. COST									
BIDDER	<u>Center</u>	UNIT/QUANT COST									
ADDRESS:	<u>Whitaker</u>	EXT. COST									
BIDDER	<u>Danell</u>	UNIT/QUANT COST									
ADDRESS:	<u>Meredith</u>	EXT. COST									
BIDDER	<u>Shady</u>	UNIT/QUANT COST									
ADDRESS:	<u>Jones</u>	EXT. COST									
BIDDER	<u>Falk</u>	UNIT/QUANT COST									
ADDRESS:	<u>Mustard</u>	EXT. COST									
BIDDER	<u>Interlocking</u>	UNIT/QUANT COST									
ADDRESS:		EXT. COST									
BIDDER		UNIT/QUANT COST									
ADDRESS:		EXT. COST									
BIDDER		UNIT/QUANT COST									
ADDRESS:		EXT. COST									
BIDDER		UNIT/QUANT COST									
ADDRESS:		EXT. COST									
BIDDER		UNIT/QUANT COST									
ADDRESS:		EXT. COST									

BID AWARD SUMMARY:

ITEM	TO	P.O. #	DATE	CERTIFIED BY
ITEM	TO	P.O. #		
ITEM	TO	P.O. #		
ITEM	TO	P.O. #		
ITEM	TO	P.O. #		

PURCHASING OFFICER

WITNESS

Forklift
O.M.I.

VEH LIFE	PURCHASE PRICE	SALVAGE VALUE	REPLACEMENT COST	REPLACEMENT COST/MO.	SCHEDULED REPLACEMENT	MAINT. COST	OVERHEAD COST	MONTHLY MAINT & O.H.	MINIMUM MONTHLY	REPLACEMENT PER HOUR	MAINT & O.H PER HOUR
10	\$20,220.00	\$2,022.00	\$26,286.00	\$219.05	2012	\$438.10	\$14.29	\$452.39	\$671.44	\$2.52	\$5.20

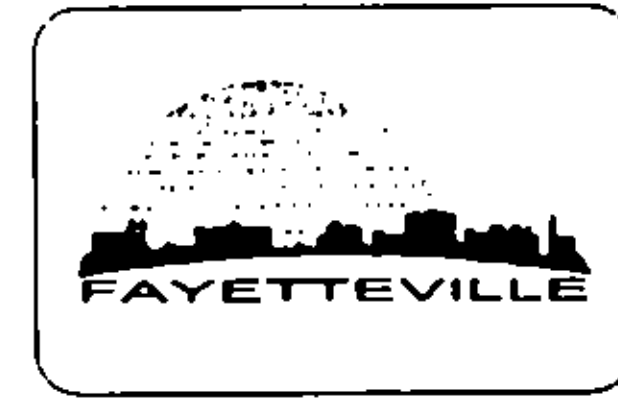
219.05

671.44

for Bill



CITY OF
FAYETTEVILLE



FLEET OPERATIONS
1525 S. HAPPY HOLLOW RD.
FAYETTEVILLE, ARKANSAS 72701

501.444.3495

INTER-OFFICE MEMORANDUM

FAX: 501.444.3425

TO: Equipment Committee
THRU: Greg Boettcher, Public Works Director
FROM: W. A. Oestreich, Fleet Operations Superintendent
DATE: February 27, 2002
SUBJECT: FORK LIFT - BID 02-12 - RECOMMENDATION

Please note Bid Tabulation Sheet Dated February 19, 2002 attached. The recommendation is to accept the lowest price bid from Yale Material Handling as the variances from the original specifications are negligible. It is also recommended to accept the trade allowance of \$2,000 for the 17 year old Unit #908 currently in operation.

This unit will be placed in service with OMI at the Pollution Control Plant.

If You have any questions or comments please contact me at 444-3494.

Thank You

**MATERIALS HANDLING
GAMMON INC.**

Ms. Peggy Vice
City of Fayetteville
Purchasing Office – Room 306
113 W. Mountain
Fayetteville, AR 72701

Proposal # GWS10232

February 19, 2002

One New Yale Model GLP050TG LP Gas Pneumatic Tire Forklift

1960 Concourse Drive
St. Louis, MO 63146
(314) 567-9250
FAX (314) 567-7280

2918 East Blaine
Springfield, MO 65803
(417) 866-3528
FAX (417) 864-5283

305 Phillips Street
North Little Rock, AR 72117
(501) 945-0171
FAX (501) 945-0174

1304 S. Independence
Fort Smith, AR 72901
(501) 646-8983
FAX (501) 646-8985

1586 E. Emma Avenue
Springdale, AR 72764
(501) 750-2400
FAX (501) 750-4817

912 Highway 54 West
Jefferson City, MO 65109
(573) 635-6663
FAX (573) 633-7004

Basic Capacity: 5,000 lb @ 24" load center
Engine: Yale F2 – 4cyl. 2.2 liter (46H.P.) on lp gas. High energy
ignition for increased spark plug life and starting ease. 33.5 lb steel lp
tank with valves and gauges.
Transmission: One speed forward/one speed reverse powershift
Tires: Front: 7:00 x 12 solid single pneumatic
Rear: 5:00 x 8 solid pneumatic
Steering: Hydrostatic – Tilt column
Hydraulics: 3 section valve with third lever
Wheelbase: 63.9"
Tread Width: Front: 37.8"
Rear: 38.1"
Ground Clearance: 6.3" @ center of wheelbase
5.2" @ unloaded at lowest point
Brakes: Hydraulic foot operated service brake.
Mechanical hand operated parking brake.
Weight: 9,753 lb empty weight – axle load
without rated load: front – 4,035 lb/ rear 4,737 lb
Speed: Travel: 11.8 mph
Lift: 123 fpm
Lowering: 99 fpm
Dimensions: Length to fork face: 100.4"
Width 45.5"
Mast: Hi-Vis triplex 189"MFH; 84" OAL; 60" FFH
with single function internal hosing.
Turning Radius: 86.5"
Mast Tilt: 6° forward/ 6° back
Fork Spacing: 0"/42"

**YALE
MATERIALS HANDLING
GAMMON INC.**

Forks: 48" – Class II ITA hook integral sideshifter – 48" product guard
Safety Equipment: Electronic back-up alarm; amber strobe mounted
below OHG; clear plastic canopy cover; 2 forward facing
head lamps; 2 rear facing work lamps; vertical rear
combination stop/tail lamps.

Maintenance Items: Two (2) complete sets of scheduled maintenance filters
(air; engine; oil; hydraulic oil)

1960 Concourse Drive
St. Louis, MO 63146
(314) 567-9250
FAX (314) 567-7280

2918 East Blaine
Springfield, MO 65803
(417) 866-3528
FAX (417) 864-5283

305 Phillips Street
North Little Rock, AR 72117
(501) 945-0171
FAX (501) 945-0174

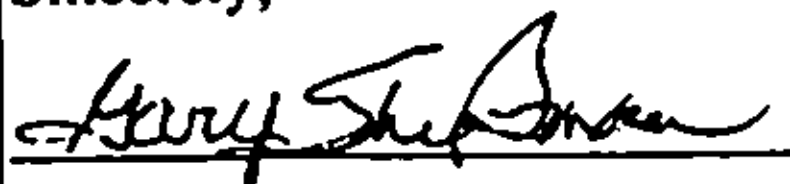
1304 S. Independence
Fort Smith, AR 72901
(501) 646-8983
FAX (501) 646-8985

1586 E. Emma Avenue
Springdale, AR 72764
(501) 750-2400
FAX (501) 750-4817

912 Highway 54 West
Jefferson City, MO 65109
(573) 635-6663
FAX (573) 893-7004

Unit Delivered Price:	\$20,220.00
AR State tax	\$1,036.28
Washington Co. tax	\$25.00
Fayetteville City tax	\$50.00
Grand Total.....	\$21,331.28

Sincerely,



Gary Shipman

Yale Representative

Accepted by,

Date ____/____/____



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 02-12

DATE ISSUED: January 25, 2002

DATE & TIME OF OPENING: February 11, 2002 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (479) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 90 Days from receipt of order.

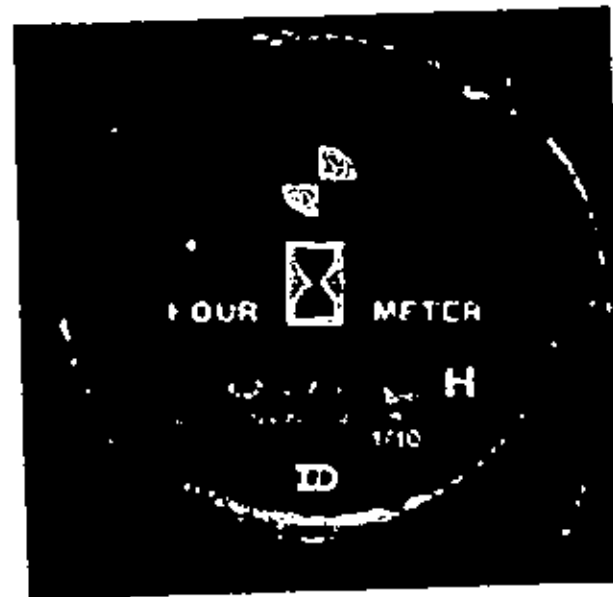
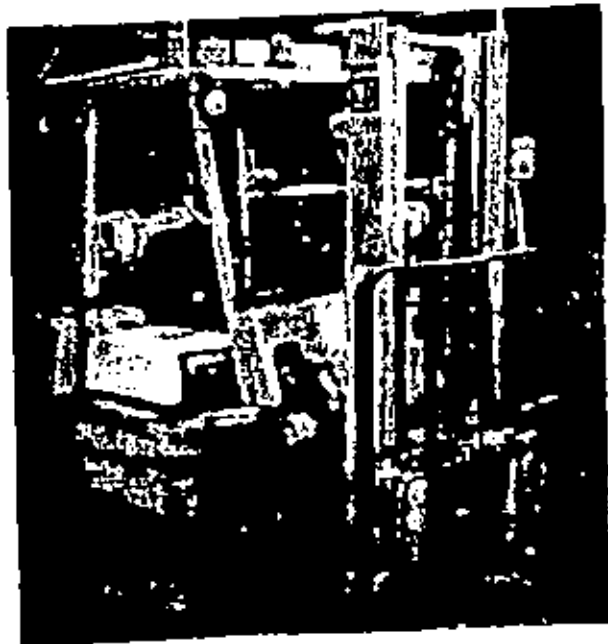
F.O.B.: Fayetteville, AR

***Guaranteed Delivery Date:** 90 Days from receipt of order

ITEM:	DESCRIPTION:	QTY.	* PRICE PER UNIT
1.	5000 lb. cap. Fork Lift per Item #1 of Specifications attached:	1	<u>\$ 21,331.28</u>

SALE OR TRADE OF THE FOLLOWING:

2. City of Fayetteville Unit # 906 - 1984 Toyota - I.D. # H24F6G2520918



5,000 lb. Capacity:

(CREDIT)

\$ 2,000.00

BIDDER IMPOSED RESTRICTIONS - 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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: Yale Materials Handling-Gammon, Inc.

*BUSINESS ADDRESS: 1586 E. Emma

*CITY: Springdale *STATE: Ar. *ZIP: 72764

*PHONE: (479) 750-2400 *FAX: (479) 750-4817

*PRINTED NAME: Gary Shipman

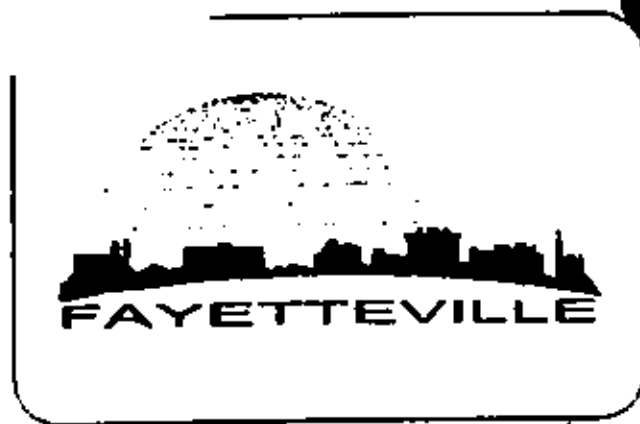
*AUTHORIZED SIGNATURE: 

*TITLE: Sales Representative

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

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.



CITY OF FAYETTEVILLE

*113 W. Mountain St.
Fayetteville, AR 72701*

**FLEET OPERATIONS
501-444-3494
INVITATION TO BID**

BID #: 02-12

DATE ISSUED: January 25, 2002

DATE & TIME OF OPENING: February 11, 2002 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (479) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 90 Days from receipt of order.

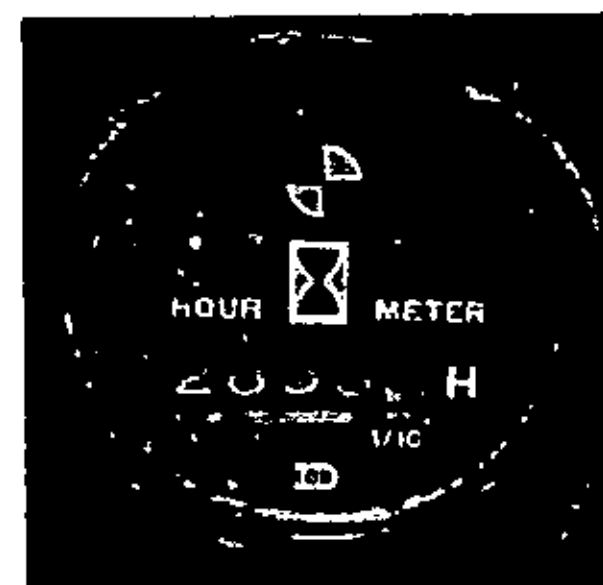
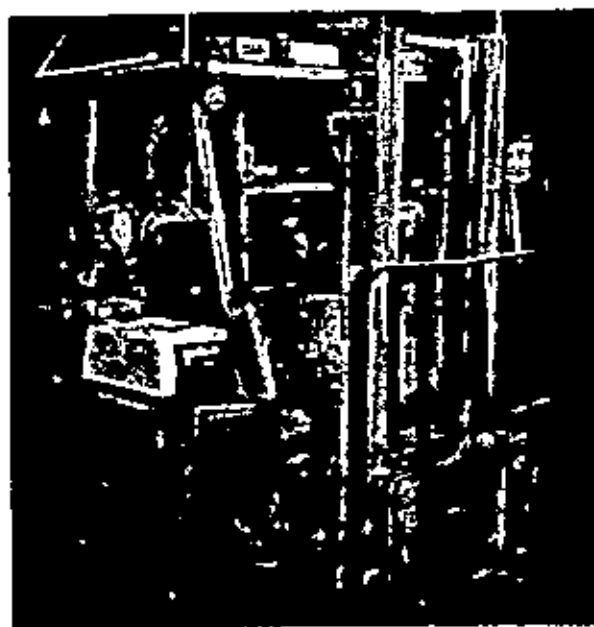
F.O.B.: Fayetteville, AR

***Guaranteed Delivery Date:** _____

ITEM:	DESCRIPTION:	QTY.	* PRICE PER UNIT
1.	5000 lb. cap. Fork Lift per Item #1 of Specifications attached:	1	_____

SALE OR TRADE OF THE FOLLOWING:

2. City of Fayetteville Unit # 906 - 1984 Toyota - I.D. # H24F6G2520918



5,000 lb. Capacity:

(CREDIT) _____

BIDDER IMPOSED RESTRICTIONS - 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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:** _____

***BUSINESS ADDRESS:** _____

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

***PHONE:** _____ ***FAX:** _____

***PRINTED NAME:** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE:** _____

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

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 taxes in this bid. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids.

MAIL OR DELIVER BIDS TO:

**CITY OF FAYETTEVILLE
PURCHASING OFFICE - ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701**

Vendor should call the Purchasing Office at 479.575.8289 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/units 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 prior to release for delivery.

12. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
13. Service Manuals (Either printed or CD) shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
14. 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.

SPECIAL TERMS & CONDITIONS

SALE /TRADE ITEM

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. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids.

MAIL OR DELIVER BIDS TO:

**CITY OF FAYETTEVILLE
PURCHASING OFFICE - ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701**

Bidder should call the Purchasing Office at 479.575.8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

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 item 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., 479.444.3495 between the hours of 9:00 A.M. and 4:00 P.M. MONDAY THROUGH FRIDAY UNTIL FRIDAY, FEBRUARY 8, 2002.
7. Questions regarding this item may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 479.444.3494 & 479.444.3496
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. Payment shall be made with certified funds.
 - C. Unit will not be released until receipt and acceptance of Item #1.
 - D. 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 # 02-12

BASIC SPECIFICATIONS

General Specification Requirements are as follows:

LP GAS PNEUMATIC TIRE FORK LIFT

THESE ARE MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

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

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

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

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

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

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

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

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

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

2. MATERIALS AND WORKMANSHIP

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

3. WARRANTY

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

4. PARTS AND SERVICE

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

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

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.

COMPLIANCE WITH APPLICABLE FEDERAL / STATE / LOCAL SAFETY REQUIREMENTS, SUPERSEDES THE REQUIREMENTS AS LISTED BELOW.

ITEM 1. LP GAS PNEUMATIC TIRE FORK LIFT

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

CAPACITY:	5000 LB. @ 24" LOAD CENTER
ENGINE:	L.P. GAS - 4 CYL. - 2.0 LITER - 46 H.P. - ELEVATED AIR INTAKE - CLOSED LOP LP FUEL SYSTEM - 33.5# STEEL LP TANK W/VALVES AND GAUGES
TRANSMISSION:	1 SPEED FORWARD/1 SPEED REVERSE POWER SHIFT
TIRES:	FRONT: SOLID SINGLE PNEUMATIC REAR: SOLID PNEUMATIC

STEERING: HYDROSTATIC - TILT COLUMN

HYDRAULICS: 3 SECTION VALVE WITH 3RD LEVER

WHEELBASE: 63"

TREAD WIDTH: FRONT: 37.8"
REAR: 38.4"

GROUND CLEARANCE: 6.9" @ CENTER OF WHEELBASE
4.7" W/LOAD @ LOWEST POINT

BRAKES: HYDRAULIC FOOT OPERATED SERVICE BRAKE, MECHANICAL
HAND OPERATED PARKING BRAKE

WEIGHT: MINIMUM: 7,900 LB. EMPTY WEIGHT - AXLE LOAD W/RATED
LOAD: 11680 LB. FRONT/5300 LB. REAR - W/O RATED LOAD:
3300 LB. FRONT/1510 LB. REAR.

SPEED: TRAVEL: 10 M.P.H. - LIFT: 111 F.P.M. - LOWERING: 98 F.P.M.

DIMENSIONS: LENGTH TO FORK FACE: 99" - WIDTH: 45" - HEIGHT: 84"
W/LOWERED MAST - 188" TRIPLEX MAST W/SINGLE
FUNCTION INTERNAL HOISING - 41" SEAT HEIGHT.

TURNING RADIUS: 88" OUTSIDE

MAST TILT: 6 DEGREES FORWARD/10 DEGREES BACK

FORK SPACING: 9.5/38.4

FORKS: 48" - CLASS II ITA HOOK CARRIAGE W/CASCADE SIDE
SHIFTER - 48" PRODUCT GUARD

SAFETY EQUIPMENT: ELECTRONIC BACK UP ALARM - AMBER STROBE
MOUNTED BELOW OVERHEAD GUARD - CLEAR
PLASTIC CANOPY COVER - 2 FORWARD FACING
HEADLAMPS - 2 REAR FACING WORK LAMPS -
HORIZONTAL REAR COMBINATION STOP/TAIL LAMPS

MAINTENANCE ITEMS: TWO (2) COMPLETE SETS OF SCHEDULED
MAINTENANCE FILTERS (AIR - ENGINE OIL -
HYDRAULIC OIL)

STAFF REVIEW FORM

I-540
A.3.

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2002

FROM:

<u>Trevor Bowman</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

1. Approval a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 11, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.
2. Approval of a 15% project contingency in the amount of \$ 30,848.00 to cover administrative costs including engineering and inspection, permits and any necessary field changes.
3. Approval of a budget adjustment in the amount of \$236,498.00.

COST TO CITY:

<u>\$ To be determined</u>	<u>** \$</u>	<u>Sanitary Sewer Replacement</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400-5600-5800.00</u>	<u>\$ 0</u>	
Account Number	Funds Used To Date	Program Name
<u>02040-0020</u>	<u>\$</u>	
Project Number	Remaining Balance	Fund

** Budget adjustment to be attached. Source of Funds - Mt. Sequoyah Water/Sewer, Project 01023.

BUDGET REVIEW:

3-1-02 (Memo + budget adj only) CONTRACT NOT AVAILABLE FOR REVIEW

Administrative Services Director Budget Manager

CONTRACT/GRANT/LEASE REVIEW:

1 Paula Farthing 3/1/02
Accounting Manager Date

[Signature] 3-1-02
City Attorney Date

GRANTING AGENCY:

[Signature] 3/1/02
Internal Auditor Date

ADA Coordinator Date

Grant Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Approval

[Signature] 03-01-02
Division Head Date

[Signature] 03-01-02
Department Director Date

Administrative Services Director Date

[Signature] Date
Mayor

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract No: _____

NEW BUSINESS -
Consent

STAFF REVIEW FORM

Description I-540 Sanitary Sewer Replacement (Crossing) Meeting Date March 19, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Fayetteville City Council

Thru: Dan Coody, Mayor

Greg Boettcher, Public Works Director

Jim Beavers, City Engineer *JB*

From: Trevor Bowman, Staff Engineer *TB*

Date: March 1, 2002

Re: City Council Meeting March 19, 2002

Sanitary sewer main replacement and repairs, I-540 crossing:

The existing sanitary sewer crossing located under I-540 north of Highway 62 (6th Street) and South of Highway 16 West (Wedington Drive) has deteriorated to the extent that a new crossing must be installed. (Please refer to enclose vicinity map). This crossing carries the waste from the Porter Road pump station and a significant portion of the west side of Fayetteville.

The existing sanitary sewer crossing consists of 20 inch ductile iron carrier pipe and 36 inch corrugated metal encasement pipe. The crossing was originally installed in 1973 and extended east in 1980. The effects of hydrogen sulfide gas have deteriorated both the carrier pipe (ductile iron) and the encasement (corrugated metal culvert). The City experienced failures of the pipe on December 28 and January 15. Short-term, temporary repairs have been installed by the Water/Sewer maintenance Division. At the time of the two failures, it was reported that a section of carrier pipe no longer existed and that the top of the encasement pipe, west of the pavement, had failed.

The existing carrier pipe and encasement pipe and proposed solutions have been reviewed by the Water/Sewer Maintenance Division, City Engineering, and the Public Works Director. Alternatives have been reviewed including

In situ repair: An in situ repair (form in-place or slip line) cannot be performed due to the poor conditions of the existing carrier pipe.

Replacement within same encasement: The existing carrier pipe cannot be pulled from the existing bore due to poor conditions of both the ductile iron and the corrugated metal pipes. Additionally, the infill and the use of corrugated metal instead of today's standard of smooth encasement pipe encumber the removal of the carrier pipe.

Bore in place: The bore cannot economically be placed in the same location due to problems of attempting to bore through the remaining ductile iron pipe and corrugated metal encasement.

Extending the sewer line south to the existing crossing: The existing crossing located at 6th Street (Highway 62) is a

ing which carries City of Farmington. In addition to the new pipe required to reach this area same, or larger, bore and replacement would be required. Please refer to the enclosed map.

Requested contract.

The selected alternative, as designed in-house, provides for:

- a. New 30 inch diameter bore, smooth steel encasement, new 18 inch diameter PVC sanitary sewer located approximately 15 feet north of the existing crossing.
- b. Expose the existing pipe between traffic lanes and pressure grout the existing encasement with flowable fill to protect the highway from future settlement.

This will require specialized construction which cannot be performed with in-house construction crews.

Budget:

The emergency replacement is unbudgeted. Staff requests a budget adjustment of \$236,498.00 to be taken from project number 01023, Mount Sequoyah Water/Sewer replacements, current budget \$2,400,000.00.

The budget adjustment will cover the construction costs (\$205,738 and a 15% contingency for engineering design, drafting and inspection (in-house, \$5000 approximate), permits and any necessary field changes.

Staff requests that the City Council approve:

1. Approval a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 11, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.
2. Approval of a 15% project contingency in the amount of \$ 30,848.00 to cover administrative costs including engineering and inspection, permits and any necessary field changes.
3. Approval of a budget adjustment in the amount of \$236,498.00.

Enclosures:

1. Budget Adjustment
2. Vicinity Map

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

**I-540 Sewer Repair
A. 3. Page 5**

Budget Year	Department: Public Works Division: Engineering Program: Water & Sewer Capital	Date Requested	Adjustment #
2002		02/19/2002	

Project or Item Requested: \$236,498 in the I-540 Sewer Main Replacement capital project.	Project or Item Deleted: \$236,498 from the Mt. Sequoyah Water/Sewer capital project.
---	---

Justification of this Increase: The funding is needed to perform some emergency sanitary sewer maintenance to the lines at Highway I-540.	Justification of this Decrease: Due to the Health and safety problems that the I-540 project contains, the Mt. Sequoyah project is a lessor priority.
---	---

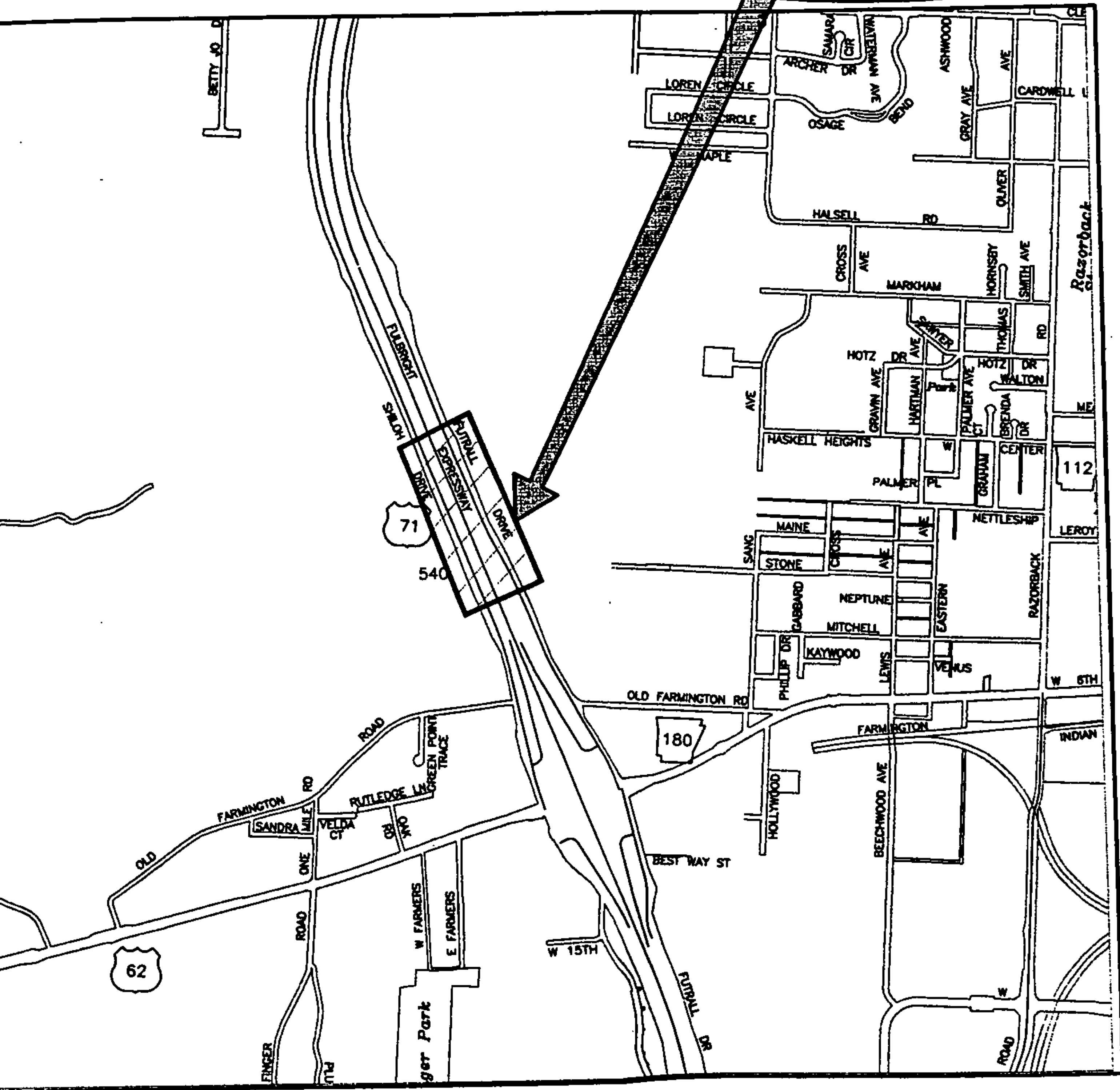
Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Sewer Improvements	236,498	5400	5700	5817	00	02040	20

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Water Line Improvements	236,498	5400	5600	5808	00	01023	20

Approval Signatures		Budget Office Use Only	
Requested By	Date	Type:	☐ A ☐ B ☐ C ☒ D ☐ E
	2-13-02	Date of Approval	_____
Budget Manager	Date	Posted to General Ledger	_____
Department Director	Date	Posted to Project Accounting	_____
Admin. Services Director	Date	Entered in Category Log	_____
Mayor	Date		

ville

PROJECT LOCATION



4150-9150-5314-00

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2002

FROM:

Louise Schaper Library Urban Development
Name Division Department

ACTION REQUIRED: Approve contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.

COST TO CITY:

<u>\$3,000/mo. for approx. 22-24 months</u> Cost of this Request	<u>\$ 20,417,000</u> Category/Project Budget	<u>Professional services</u> Category/Project Name
<u>4150-9150-5314-00</u> Account Number	<u>\$ 837,398</u> Funds Used To Date	<u>New Library</u> Program Name
<u>N/A</u> Project Number	<u>\$ 19,579,602</u> Remaining Balance	<u>Library Sales Tax</u> Fund

BUDGET REVIEW: ☒ Budgeted Item N/A Budget Adjustment Attached

[Signature] 3/1/02 _____
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Maisha Farthing</u> 3/1/02 Accounting Manager Date	_____ Internal Auditor Date
<u>[Signature]</u> 3/1/02 City Attorney Date	_____ ADA Coordinator Date
_____ Purchasing Manager Date	

STAFF RECOMMENDATION: Staff recommends approval.

Louise Schaper 3/1/02
Division Head Date

Cross Reference

Department Director Date

New Item: **Yes No**

Administrative Services Director Date

Prev Ord/Res #:

[Signature] 3/1/02
Mayor Date

Orig Contract Date:



DEPARTMENTAL CORRESPONDENCE

TO: Hugh Earnest
FROM: Louise Schaper, Library Director
DATE: February 26, 2002

SUBJECT: Approval of contract for Owner's Representative for the new Fayetteville Public Library

Background

On February 5, a City selection committee interviewed three candidates and chose Robert Kohler to serve as the owner's representative during the construction of the new Fayetteville Public Library. Mr. Kohler is a resident of Fayetteville and holds degrees in architecture and business. He has served in an owner's representative capacity on large-scale projects. He is presently completing a job in Texas that will conclude in March.

Current Status

A contract between Mr. Kohler and the "owner"—the "owner" being defined as the City of Fayetteville (Hugh Earnest, Urban Development Department) and the Fayetteville Public Library (Louise Schaper) has been prepared. The terms of the contract for this agreement shall be set at the discretion of the "owner" and expire on the date of final completion of the building. The total amount to be paid to the owner's representative shall not exceed \$3000 monthly.

The Fayetteville Public Library Board of Trustees, at its February meeting, approved the contract on condition of review by its attorney. That review process was completed the week of February 25.

Recommendations

We are recommending that City Council approve this contract at its March 19 meeting.

CITY OF FAYETTEVILLE & FAYETTEVILLE PUBLIC LIBRARY

**CONTRACT FOR OWNER'S REPRESENTATIVE SERVICES TO BE PERFORMED IN
CONJUNCTION WITH THE CONSTRUCTION OF A NEW MAIN LIBRARY**

This Agreement, is entered into on this _____ day of _____, between the City of Fayetteville, hereinafter known as the "City", the Board of Trustees of the Fayetteville Public Library, hereinafter known as "Library," and Robert Kohler III, hereinafter known as "Owner's Representative".

WHEREAS the City and Library desire "owner's representative" services to be utilized in the completion of the planned new main library, hereinafter referred to as the "Project" and the "Work".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City, Library, and Owner's Representative agree as follows:

1. COMMENCEMENT

2.1 This Agreement shall begin on the date first written above.

2. GENERAL

2.1. Owner's Representative shall be the designated representative of the City and Library consistent with AIA A201-1997 General Conditions of the Contract for Construction, paragraph 2.1.1. However, Owner's Representative, although expected to provide guidance and direction on all financial and economic matters relating to the Project, shall not have authority to obligate the City or Library financially without appropriate notice to and approval from the City and Library. Through services of Owner's Representative, the City (a/k/a "Owner") endeavors to provide a responsive and experienced team member to serve the public's interest while promoting cooperation with Contractor and Architect members of the tripartite building team.

2.2. Communications by Owner's Representative relating to the Project shall in general be restricted to the Owner and Architect. Owner's Representative shall communicate with the Contractor with full knowledge of the Architect and Owner. Owner's Representative shall not communicate with SubContractors or material suppliers except with full knowledge and approval of the Contractor and Architect.

2.3. Owner's Representative primary contact with the Owner is Hugh Earnest, Urban Development Department Director of the City, and with the Library is Louise Schaper, Library Director.

2.4. Office space with computer hardware, software and email for the Owner's Representative will be provided by the Owner at the request of either party. If not requested of Owner or required by Owner, Owner's Representative will provide office space with computer hardware, software and email. Owner's Representative will provide cellular phone.

3. DUTIES AND RESPONSIBILITIES

3.1. Owner's Representative will make decisions with respect to all matters requiring the Owner's approval or authorization. Additionally, Owner's Representative shall:

3.1.1. In forming a basis for decisions, review estimates prepared by others including Contractor-initiated proposals and response to proposal requests to ensure that the estimates respond to the proposal, do not duplicate services provided in the base contract, reflect Contractor pricing consistent with the base contract, and confirm that schedule impacts, if any, are properly disclosed.

3.1.2. Analyze claims for additional cost or time extensions and either resolve the matters or recommend action to the Owner. In matters impacting construction cost and time, approval of Change Orders requires consent of the Fayetteville City Council. When a prompt decision is in the Owner's interest, decisions to authorize a Construction Change Directive may be made by the Owner's Representative after review and consultation with the City and Library primary contacts, to the extent contract authority has been delegated to the City and Library primary contacts.

3.1.3. When requested by Architect, render a timely recommendation to the Owner for (a) decision(s) on deviation(s) from the Contract Documents, substitute materials or equipment, and other appropriate matters considering the recommendation of the Architect.

3.1.4. Order the Contractor to stop the Work or any portion thereof but only if based on paragraph 3.3 hereinbelow.

3.2. Owner's Representative shall coordinate and expedite all aspects of the project and Work related to the Owner's responsibilities.

3.3. Owner's Representative shall process and manage Change Orders and Construction Change Directives with the Contractor, Architect, City Purchasing Manager and City Council.

3.4. Owner's Representative shall continually verify that project management tools and software, including the master project schedule, is in place, appropriately managed, and updated. The Owner's Representative shall also alert Owner and Architect of conditions that might lead to delay in completion of the Work or result in cost overruns.

3.5. Owner's Representative shall attend periodic team meetings of the Architect and Contractor and any other job-related meetings and see that information or decisions needed from Owner are promptly addressed.

3.6. Owner's Representative shall attend regular and ad-hoc meetings with the Urban Development Director, Library Director and their representatives, and shall attend Library Board and staff meetings as needed.

3.7. Owner's Representative shall attend City Council meetings when necessary.

3.8. Owner's Representative shall review monthly Applications for Payment and recommend disposition to Architect, and shall assist in expediting payment of Certificates for Payment.

3.9. Owner's Representative shall monitor the progress and quality of construction to keep the Owner's primary contacts informed weekly and no less frequently than monthly, and

report monthly to the Owner the status of the project to include conformance with bid documents, compliance with construction schedule and value of work performed and materials stored. Owner's Representative is to notify the Architect immediately if, in the Owner's Representative's opinion, Work does not conform to the Contract Documents or requires special inspection, testing or scheduling. Owner's Representative will report on the project's critical path showing all tasks that could easily delay the project or cause cost overruns. Owner's Representative will prepare promptly, or as needed, a listing of unresolved items/issues, problems or decisions pending that require the Owner's response in order to maintain the project schedule.

3.10. Owner's Representative shall Participate in inspections for Substantial and Final Completion in conjunction with the Architect and Contractor, and also perform independent walk through of project and develop written reports for the Owner.

3.11. Owner's Representative shall ensure that communications by Owner's Representative are prepared in written, computer-readable form in a Microsoft software product that is backed-up at the end of each day's use, provide a monthly archive copy for the Owner, and maintain a log book of activities observed at the site in a manner approved by Owner.

3.12. Owner's Representative shall maintain records in an orderly manner, and include Contract Documents, correspondence, site logs and visit reports, Change Orders, Construction Change Directives, Certificates for Payment and other items provided to Owner for information, authorization or decision.

3.13. Owner's Representative shall communicate the current status of the project with neighborhood residents and businesses on a regular and ad-hoc basis. This may involve written, electronic, and face-to-face communication. Owner's Representative will disseminate public information to the broader community if needed and approved by the City and Library primary contacts.

3.14. Owner's Representative shall provide negotiation and facilitation where necessary in working with the Architect and Contractor as equal team members so as to provide positive results consistent with the spirit of this community-based design.

3.15. Owner's Representative shall furnish a certificate of insurance addressed to the City showing that he carries general liability insurance in the amount of \$1,000,000 that shall be maintained throughout the term of this Agreement.

4. LIMITATIONS OF AUTHORITY

Owner's Representative, in acting on behalf of the Owner, shall not exceed the rights and authorities of the Owner pursuant to the agreement between the Owner and Architect and the General and Supplementary Conditions. Furthermore, Owner's Representative shall NOT:

4.1. Assume any of the responsibilities of the Architect or the Contractor.

4.2. Expedite the Work for the Contractor.

4.3. Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work.

- 4.4. Interpret the Contract Documents or reject Work performed.
- 4.5. Make changes in the Contract Documents other than through the process covered under "Duties and Responsibilities" section above.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES AND REGULATIONS

5.1. Owner's Representative shall submit to the City any and all documents demonstrating compliance with all federal, state, and local rules and regulations. Such demonstrations shall be provided at the request of the City. The City's failure to request supporting documentation, however, shall not excuse any failure on Owner's Representative's part to have complied with the applicable federal, state, and local rules and regulations.

5.2. Owner's Representative shall confirm that all contracts for services, and other procurement for materials, services, or construction shall be carried out in compliance with applicable federal, state, and local rules and regulations.

6. RECORDS AND REPORTS

Owner's Representative agrees to provide a report regarding the progress status of the project on a monthly basis during the terms of this agreement. The report will contain, at a minimum, the information described in paragraph 3(9).

7. AGREEMENT'S TIME-FRAME

The time-frame for this Agreement shall be set at the discretion of the Owner and expire no later than on the date of final completion. The City and Owner's Representative shall have the right to terminate this Agreement upon written notice. In the event of termination, the City shall pay Owner's Representative for all services performed to date of termination.

8. HOLD HARMLESS AND INDEMNIFICATION

Owner's Representative shall hold harmless, defend and indemnify the City and the Library from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Owner's Representative performance or nonperformance of the services or subject matter called for in this Agreement.

9. BUDGET

9.1. It is expressly agreed and understood that the total amount to be paid to Owner's Representative shall not exceed \$3000 monthly.

9.2. Owner's Representative shall render to the City and Library a Request for Payment at the end of each month. The City and Library agree to make every effort to pay each invoice within thirty days of receipt of the invoice.

10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, and discussions between the parties pertaining to the subject matter of the Agreement.

11. NOTICES

All notices required or permitted under this Agreement shall be submitted in writing to the other party to this Agreement, by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Dan Coody
Mayor
113 West Mountain St.
Fayetteville, AR 72701

Robert Kohler III
695 Gray Avenue
Fayetteville, AR 72701

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

City of Fayetteville

Dan Coody, Mayor

Attested By: _____

Fayetteville Public Library

Louis Gottsponer, President

Attested by: _____

2/28/2002

5

STAFF REVIEW FORM

Roll-Off Containers
A. 6. Page 1XX Agenda Request☐ Contract Review☐ Grant ReviewFor the Fayetteville City Council meeting of: March 19, 2002

FROM:

Gary Dumas

Name

Solid Waste Division

Division

General Services

Department

ACTION REQUIRED: Review and Approve Resolution Authorizing Purchase of Roll-off Style Containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase Authorization up to \$50,000.

COST TO CITY:

\$50,000

Cost of this Request

\$50,000

Category/Project Budget

Dumpster Lease Program

Category/Project Name

5500-5060-581600

Account Number

\$0

Funds Used to Date

SW Improvements

Program Name

02098-1

Project Number

\$50,000

Remaining Balance

Solid Waste

Fund

BUDGET REVIEW: XXX Budgeted Item ☐ Budget Adjustment Attached

Budget Manager



Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Maisha Farthing 3/4/02

Accounting Manager

Date

ADA Coordinator

Date

[Signature] 3/4/02

City Attorney

Date

[Signature]

Internal Auditor

3/4/02

Date

[Signature] 3/5/02

Purchasing Officer

Date

STAFF RECOMMENDATION: Approve Resolution[Signature]

Division Head

Date

[Signature]

Department Director

3-5-02

Date

Cross ReferenceNew Item: ☐ Yes ☒ No[Signature]

Administrative Services Director

Date

Prev Ord/Res #: 164-01[Signature]

Mayor

Date

Orig Contract Date: 12-04-01Page 2 Consent
New Business ✓Roll-off
A. 5

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

get Coordinator

Accounting Manager

City Attorney

Need to attach contract
to Agenda Item.

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Friday, March 01, 2002

Subject: Resolution Authorizing Purchase of Additional Open Top Roll-off Style Containers for Solid Waste Division – Bid #01-57

Background:

The City Council at the December 4, 2001 meeting authorized the purchase of up to 250 containers for use by Solid Waste customers. The purchase contract was awarded for a period of 1 year, with an option to allow the term to be expanded if mutually agreeable. Two vendors were selected, one for compactors and related equipment and the second for open top containers.

The maximum purchase authorized for open top containers was to \$20,000. To date four containers have been purchased. The current authorization will permit the purchase of an additional four containers. The City began receiving delivery of the containers in late December. The utilization of the equipment has far exceeded expectation, from January 2 through February 19, gross revenue was \$3,027.00 with a net income of \$1,037.

This program is competitively priced and while returning income for other Solid Waste activities, it is also benefiting our growing roll-off customer base with a pricing structure and customer service that is very attractive.

As the weather warms and the building industry pick-ups, additional equipment will be necessary to continue to meet customer expectation and need.

Recommendation:

Approve Resolution authorizing an additional purchase of up to \$50,000 for open top roll-off style containers from WasteQuip-MayFab for use by the Solid Waste Division. Purchases will be made as need arises, keeping a small inventory in stock.

General Services Department
113 West Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-575-8330
Fax: 479-575-8257
Email: gdumas@ci.fayetteville.ar.us

STAFF REVIEW FORM

SW Clerk
C. 3. Page 1

XXX Agenda Request

___ Contract Review

___ Grant Review

For the Fayetteville City Council meeting of: March 19, 2002

FROM:

Gary Dumas

Name

Solid Waste

Division

General Services

Department

ACTION REQUIRED: Review and Approve Resolution to add part-time temporary clerk in the Solid Waste Division

SW C
A. 6.

COST TO CITY:

\$14,400

Cost of this Request

\$621,878

Category/Project Budget

Personnel Services

Category/Project Name

Account Number

\$55,118

Funds Used to Date

Admin and Operations

Program Name

Project Number

\$566,760

Remaining Balance

Solid Waste

Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

[Signature]
Budget Manager_____
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Masha Fortin 3/4/02
Accounting Manager Date_____
ADA Coordinator_____
DateSee back _____
City Attorney DateMary Smith
Internal Auditor3/4/02
DateP. Uice 3/5/02
Purchasing Officer Date

STAFF RECOMMENDATION: Adding Part-time/Temporary Clerk

Division Head Date
[Signature] 3-8-02
Department Director DateCross Reference

New Item: ___ Yes ___ No

Administrative Services Director Date
[Signature] 3/5/02
Mayor Date

Prev Ord/Res #: _____

Orig Contract Date: _____

New Business ✓
Consent Agenda _____

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

get Coordinator

Accounting Manager

City Attorney

35-40 hours is a full time equivalent
not parttime position. As an increase
in staffing, there needs express City Council approval
Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Monday, March 04, 2002

Subject: Authorization to add part-time temporary clerk in the Solid Waste Division

Background

Historically the Solid Waste Division has been inundated with more customer calls than can be handled by the single receptionist that handles the front desk paperwork, greets and handles walk in customers and is required to take care of the incoming calls for service, assistance, or information.

Last year the staff was reorganized making more staff available helping address the problem of the busy or unanswered ringing telephone that many customers encountered. Additionally, an automated telephone system with information, direct touchtone to various program areas, and voice mail was implemented. These changes, while helping to reduce the problems have not achieved the quality of customer service that the Solid Waste staff would like. With the spring and summer seasons upcoming, the staff anticipates an increase in calls and an associated increase in customer dissatisfaction when they encounter the busy or unanswered telephone or the voicemail system. The problem is simply not enough people to provide type of service that the public desires.

Discussion

The only apparent solution to the problem appears to be having enough people to answer the incoming calls while addressing the walk in customers. In addition to this work in addressing customer service issues, this position will help to with some of the office duties of the individual responsible for servicing the large commercial accounts. This program area provides a large portion of the revenue of the Division, offsetting residential rates and needs constant attention. The Division proposes adding a part-time temporary clerk/receptionist for 35 to 40 hours per week. The Division hopes that during the trial

General Services Department
113 West Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-575-8330
Fax: 479-575-8257
Email: gdumas@ci.fayetteville.ar.us

period thirty-five hours per week will be sufficient but needs the flexibility to expand to 40 hours if necessary. If this addresses the problem adequately, a request will be made to create a permanent position during the next budget cycle. Historically, funding from normally occurring vacancies within the Division would have been sufficient to fund this position. That funding scenario is expected again this year. This action by the Council will increase the employee compliment by 3/4 employee or \$14,400 for the budget year.

Recommendation

Approve resolution increasing the employee compliment of the Solid Waste Division by 3/4 employee or \$14,400 for the 2002 budget.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE RULES OF ORDER & PROCEDURE - MAYOR/CITY COUNCIL, PERTAINING TO THE SELECTION PROCESS FOR MEMBERS OF CITIZEN COMMITTEES.

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

Section 1. That Section H. 2., Paragraph 1, of The Rules of Order & Procedure - Mayor/City Council is hereby repealed and the following inserted in its stead:

H. CITIZEN COMMITTEES

2. Selecting of Members

The Nominating Committee shall be a standing internal committee of the City Council. The Nominating Committee shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final City Council decision. The objectives of the selection process shall be as follows: To provide a broad diversity of qualified individuals for service on the appointed bodies; to provide an opportunity for participation in city affairs by interested citizens; and to provide a means for involvement of all City Council members in the selection process.

PASSED and APPROVED this _____ day of _____ 2002

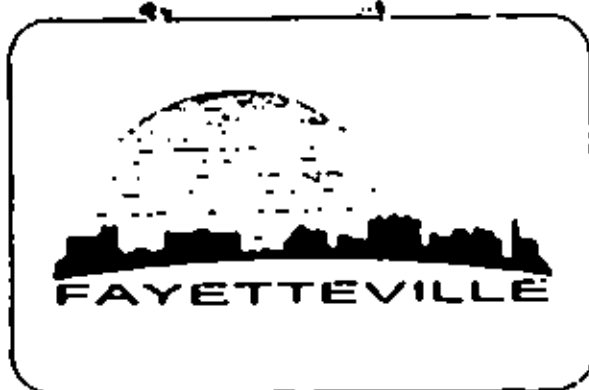
APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: HEATHER WOODRUFF, City Clerk

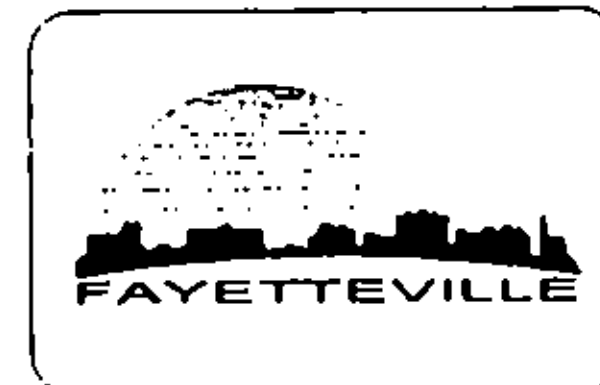
DRAFT



STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting: March 19, 2002



W.A.Oestreich
Name

Fleet Operations
Division

Public Works
Department

ACTION REQUIRED:

Acceptance of the lowest qualified Bidders meeting specifications - Bid 01-55, Item #1, 2, 3, 4, 5, 7, 9 & 10 - Ron Blackwell Ford, Bentonville, AR 72712 (Vendor 88230) in the amount of \$991,835.00 and Items #8 & 11 - Landers Ford, Little Rock, AR 72219 (Vendor 7582) in the amount of \$105,622.80 for a total of \$1,097,457.80. Approval of a budget adjustment will be requested to fund the operating cost for some Divisions.

COST TO CITY:

\$ 1,097,457.80
Cost of this Request

\$ 2,100,561.00
Category/Project Budget

Repl/Exp Police/Passenger - Fire
Light/Medium- Med/Heavy Vehicles/Equip
Category/Project Name

9700-1920-5802.00
Account Number

\$ 00.00
Funds Used To Date

Vehicles & Equipment
Program Name

02078 - \$457,708.00

02079 - \$486,220.00

02081 - \$ 78,612.00

02086 - \$ 74,197.50

Project Number

\$ 2,100,561.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

☒ Budgeted Item

☒ Budget Adjustment will be submitted
at Agenda session.

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

[Signature]
Accounting Manager

3/12/02
Date

[Signature]
ADA Coordinator

[Signature]
Date

[Signature]
City Attorney

3/12/02
Date

[Signature]
Internal Auditor

3/12/02
Date

[Signature]
Purchasing Officer

[Signature]
Date

STAFF RECOMMENDATION:

Acceptance of Bid 01-55 with the Authorization to Purchase Items #1, 2, 3, 4, 5, 7, 8, 9, 10 and 11.

[Signature]
Division Head

[Signature]
Date

[Signature]
Cross Reference

[Signature]
Department Director

[Signature]
Date

New Item: Yes No

[Signature]
Administrative Services Director

[Signature]
Date

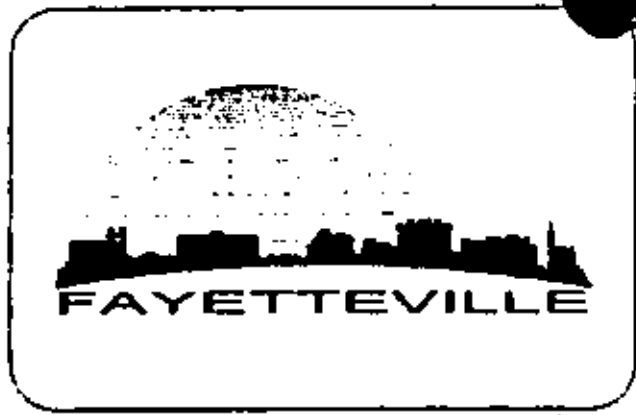
Prev Ord/Res #: _____

[Signature]
Mayor

[Signature]
Date

Orig Contract Date: _____

Bid 0
A. 8.



STAFF REVIEW FORM

Description: Light/Medium Utility Vehicles

Meeting Date: March 19, 2002

Comments:

Budget Coordinator:

Accounting Manager:

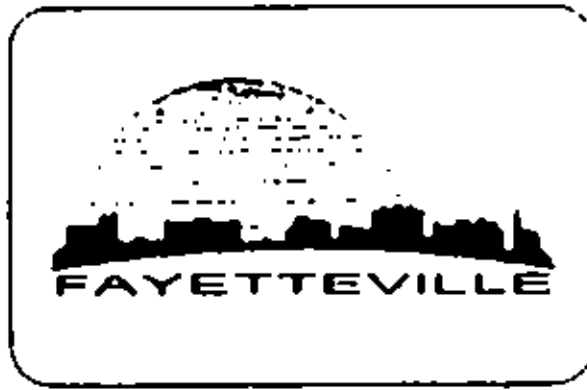
City Attorney:

Purchasing Officer:

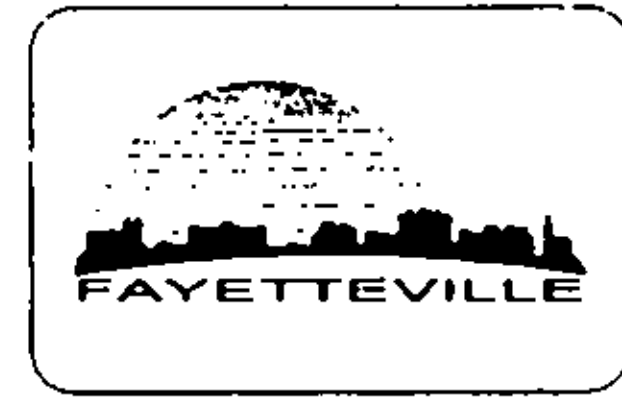
ADA Coordinator:

Internal Auditor:

Reference Comments:



CITY OF
FAYETTEVILLE



FLEET OPERATIONS

501.444.3495

INTER-OFFICE MEMORANDUM

FAX: 501.444.3425

TO: Mayor/City Council

THRU: Greg Boettcher, Public Works Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: March 1, 2002

SUBJECT: BID AWARD RECOMMENDATION 01-55 Projects 02078, 02079, 02081 & 02086

Reference the attached Agenda Request for the Award of Bid 01-55, Items 1, 2, 3, 4, 5, 7, 9 & 10 to Ron Blackwell Ford, P.O.Box 547, Bentonville, AR 72712 (Vendor 88230) and Items 8 & 11 to Landers Ford, P.O.Box 190668, Little Rock, AR 72219 (Vendor 7582) as these are the lowest qualified bidders meeting specifications. These are budgeted items.

Detail of these items are attached as Inter-Office Memo from Fleet Operations Division to the Equipment Committee dated February 26, 2002. The detailed listing was unanimously approved for purchase by the Equipment Committee at the Meeting on February 28, 2002.

The Bid Tabulation Sheet dated October 25, 2001, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List. Also attached is a completed copy of the successful bids.

Also included is an acceptance by each Department/Division for the itemized assignment of each unit.

These items have been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain them in a proper and efficient manner.

Therefore, these items are submitted for purchase approval by the Council:

ITEMS 1, 2, 3, 4, 5, 7, 9 & 10

Ron Blackwell Ford -

\$991,835.00

4. Heavy Duty Extended Cab
Dual Rear Wheel - Four
Wheel Drive per Item #4 **BLACKWELL 6 @ \$41,146.00**
of Specifications attached: **\$246,876.00**

5. Heavy Duty Extended Cab
Single Rear Wheel - Four
Wheel Drive per Item #5 **BLACKWELL 3 @ \$31,952.00**
of Specifications attached: **\$ 95,856.00**

6. Heavy Duty Standard Cab
Dual Rear Wheel - Four
Wheel Drive per Item #6 **NOT AWARDED**
of Specifications attached: **NOT AWARDED**

7. Heavy Duty Crew Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #7 **BLACKWELL 3 @ \$37,911.00**
of Specifications attached: **\$ 113,733.00**

8. 1 Ton Standard Cab Dual Rear
Wheel - Rear Wheel Drive
Cab & Chassis per Item #8 **LANDERS 2 @ 28,454.65**
of Specifications attached: **\$ 56,909.30**

9. 1 Ton Extended Cab Dual Rear
Wheel - Four Wheel Drive
Pickup per Item #9 **BLACKWELL 1 @ \$32,217.00**
of Specifications attached: **\$ 32,217.00**

10. Extended Cab - Four Wheel Drive
Pickup per Item #10 **BLACKWELL 4 @ \$24,202.00**
of Specifications attached: **\$ 96,808.00**

11. Extended Cab - Four Wheel Drive
Pickup per Item #11 **LANDERS 2 @ \$24,356.75**
of Specifications attached: **\$ 48,713.50**

Ron Blackwell Ford \$991,835.00

Landers Ford \$105,622.80

Total Proposed Purchase \$1,097,457.80

ITEMS 8 & 11

Landers Ford

\$105,622.80

TOTAL BID AWARD: **\$1,097,457.80**

The budgeted amount for items of this type is \$2,100,561.00 in account 9700-1920-5802.00 as follows:

Project 02078	\$833,926.00
Project 02079	\$624,461.00
Project 02081	\$550,875.00
Project 02086	\$ 91,299.00

With the purchase of these items at \$1,097,457.80 we will have a balance remaining of \$1,003,103.20 as follows:

Project 02078	\$376,218.00
Project 02079	\$138,241.00
Project 02081	\$472,263.00
Project 02086	\$ 16,381.20



CITY OF
FAYETTEVILLE



FLEET OPERATIONS

501.444.3495

INTER-OFFICE MEMORANDUM

FAX: 501.444.3425

TO: Equipment Committee

THRU: Greg Boettcher, Public Works Director

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: February 26, 2002

SUBJECT: BID AWARD RECOMMENDATION #01-55 Projects 02078 - 02079 - 02081 - 02086

Reference the attached Agenda Request for the Award of Bid 01-55, Items #1 through #11, to the lowest qualified bidders meeting specifications. The Vendors will be Ron Blackwell Ford and Landers Ford as listed below. These are budgeted items.

The Bid Tabulation Sheet dated October 25, 2001, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List. Also attached are completed copies from the successful bidders.

The lowest priced items which are the recommended items, comply with the minimum specification developed by the Fleet Operations Division.

Specific assignment and reassignment of the units has been attached for your information.

1. 4 Door - 4 Wheel Drive Utility
Vehicle per Item #1 of **BLACKWELL 4 @ \$26,204.00**
Specifications attached: **\$104,816.00**
2. Intermediate Extended Cab P/U
4 Wheel Drive per Item #2 **BLACKWELL 13 @ \$20,388.00**
of Specifications attached: **\$265,044.00**
3. Heavy Duty Extended Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #3 **BLACKWELL 1 @ \$36,485.00**
of Specifications attached: **\$ 36,485.00**

Funds to Be Provided as follows:

Account: 9700-1920-5802.00

Project: 02078

Budget:	\$833,926.00
Cost:	\$457,708.00

Balance Available for future purchases: \$376,218.00

Project: 02079

Budget:	\$624,461.00
Cost:	\$486,220.00

Balance Available for future purchases: \$138,241.00

Project: 02081

Budget:	\$550,875.00
Cost:	\$ 78,612.00

Balance Available for future purchases: \$472,263.00

Project: 02086

Budget:	\$ 91,299.00
Cost:	\$ 74,917.50

Balance Available for future purchases: \$ 16,381.50

These items have been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain them in a proper and efficient manner.

A post bid conference was also held with the Bidders to assure compliance with our needs.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Representatives of the user Departments and Divisions with their justification and recommendations attached.

BID: 01-55
 DATE: 10/25/01
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: UTILITY VEHICLE

BIDDER	ITEM NUMBER	ITEM NUMBER	ITEM NUMBER	ITEM NUMBER	ITEM NUMBER	ITEM NUMBER
LANDERS FORD *note* deduct \$200 per unit for service manuals not needed.	(1) no bid	(2) no bid	(3) \$39,033.65 rear dump -\$1,585.00	(4) \$41,159.65	(5) \$32,096.45	(6) \$39,229.65
	(7) \$37,924.65 rear dump -\$1,585.00	(8) \$25,704.65 add for 4x4 \$2,750.000	(9) \$30,765.45	(10) \$24,356.75	(11) \$24,356.75	
LEWS FORD SALES INC	(1) \$25,320.00	(2) \$21,247.00	(3) \$41,885.00 alt \$39,300.00	(4) \$42,230.00	(5) \$32,687.00	(6) \$40,300.00
	(7) \$39,193.00 alt \$36,608.00	(8) \$26,788.00 alt \$29,320.00	(9) \$33,260.00	(10) \$26,293.00	(11) \$28,345.00	
RON BLACKWELL FORD	(1) \$26,204.00	(2) \$20,338.00	(3) 39,014.00 alt \$36,485.00	(4) \$41,146.00	(5) \$31,952.00	(6) \$39,216.00
	(7) \$37,911.00	(8) \$25,981.00 alt \$28,514.00	(9) \$32,217.00	(10) \$24,202.00 alt \$26,582.00	(11) \$25,030.00 alt \$27,082.00	

Certified by P. Vice P Vice Purch Mgr
 Witness R. Williams Date 10-25-01

Ford /L-M 2002 MY Fleet Final Order Submission Dates

2/21/02

<u>Cars</u>	<u>Fleet Final Order Submission Date</u>
Continental	6/14/02
LS	6/28/02
Town Car	Balanced Out
Escort	3/29/02
ZX2	5/24/02
Crown Vic	Balanced Out
Crown Vic Police	Balanced Out
Grand Marquis	Balanced Out
Mustang	5/24/02
Focus	5/24/02
Taurus	5/24/02
Sable	5/24/02
Cougar	5/24/02
T-Bird	4/5/02

<u>Trucks</u>	<u>Fleet Final Order Submission Date</u>
F-Series (Heavy Duty) Super Duty (Over 8500# GVWR) ^W	4/26/02
Excursion	4/26/02
Econoline Van/ Wagon	5/24/02
F-Series Light Duty (Under 8500# GVWR) ^W	5/24/02
Escape	2/28/02
Ranger	5/24/02
Navigator	Balanced Out
Expedition	Balanced Out
Windstar Van / Wagon	5/24/02
F- 650/750	Balanced Out
Villager Wagon	3/28/02
Explorer Sport / Sport Trac	5/24/02
Explorer / Mountaineer 4 - door	5/24/02
Blackwood	5/24/02

^W Includes Stripped Chassis

^W Includes SuperCrew

Notes:

* Acceptance of an order is not a production commitment

*Selected options may be balanced out earlier than the above dates reflecting high demand and capacity shortages

Replacement Unit	Purchase Price	Expected Life	Location	Replacement Monthly	Maint. & OH. Monthly	Minimum Monthly	Replace Vehicle	Mileage	Replacemt. Monthly	Maint. & OH. Monthly	Minimum Monthly	Disposition	Life to Date Maint. Costs
F150, XCab, 4x4	\$24,202.00	6	Water/sewer	\$383.20	\$201.44	\$584.64	257	103,703	\$274.97	\$146.34	\$421.31	Sell	\$10,407.00
F150, XCab, 4x4	\$24,202.00	6	Water/sewer	\$383.20	\$201.44	\$584.64	262	118,446	\$274.97	\$146.34	\$421.31	Sell	\$5,302.00
F550, XCab, 4x4	\$41,146.00	8	Water/sewer	\$395.81	\$207.75	\$603.56	268	137,018	\$92.54	\$67.78	\$160.32	Sell	\$18,253.00
F550, XCab, 4x4	\$41,146.00	8	Water/sewer	\$395.81	\$207.75	\$603.56	288	196,017	\$153.79	\$192.24	\$346.03	Sell	\$22,254.00
F350 1 ton	\$28,454.65	8	SMS	\$361.62	\$190.65	\$552.26	227	51,549	\$221.10	\$122.83	\$343.93	Parks	
F550, XCab, 4x4	\$41,146.00	8	Water/sewer	\$395.81	\$207.75	\$603.56	265	115,217	\$84.50	\$125.39	\$209.89	Sell	\$7,054.00
282			Parks				282	114,422	\$238.72	\$128.22	\$366.94	Parks	
Ranger 4x4	\$20,388.00	6	Meter	\$322.81	\$171.25	\$494.06	2003	96,269	\$56.97	\$94.95	\$151.92	Sell	\$15,314.00
2003			Parks				292	97,119	\$280.11	\$148.91	\$429.02	Parks	
Ranger 4x4	\$20,388.00	6	Meter	\$322.81	\$171.25	\$494.06	2005	64,831	\$280.11	\$148.91	\$429.02	Sell	\$10,490.00
2005			Parks				192	110,511	\$53.74	\$128.63	\$182.37	Sell	\$10,650.00
Ranger 4x4	\$20,388.00	6	Meter	\$322.81	\$171.25	\$494.06	2009	84,757	\$280.11	\$148.91	\$429.02	PCP	
2009			PCP **				251	57,490	\$182.91	\$0.00	\$182.91	Sell	\$3,742.00
Ranger 4x4	\$20,388.00	6	Meter	\$322.81	\$171.25	\$494.06	228	71,061	\$286.48	\$152.10	\$438.58	PCP	
228			PCP **				284	85,868	\$76.34	\$0.00	\$76.34	Sell	\$35.96
F250, XCab, 4x4	\$31,952.00	8	Parks	\$406.06	\$212.87	\$618.93	216	98,531	\$62.80	\$95.45	\$158.25	Sell	\$8,320.00
F250, XCab, 4x4	\$31,952.00	8	Parks	\$406.06	\$212.87	\$618.93	231	111,795	\$83.20	\$95.45	\$178.65	Sell	\$6,809.00
Ranger 4x4	\$20,388.00	6	Parks	\$322.81	\$171.25	\$494.06	276	128,472	\$54.30	\$90.30	\$144.60	Sell	\$12,698.00
F350, CC, Dump	\$37,911.00	8	Street	\$452.11	\$235.90	\$888.01	214	62,635	\$375.68	\$196.69	\$572.37	Pub.Lands	
214			Pub.Lands				212	78,683	\$54.71	\$81.21	\$135.92	Sell	\$2,612.00
F550, XCab, 4x4	\$41,146.00	8	Water/sewer	\$395.81	\$207.75	\$603.56	287	127,578	\$166.40	\$184.87	\$348.27	Pub.Lands	
287			Pub.Lands				274	113,814	\$54.30	\$90.30	\$144.60	Sell	\$13,784.00
F150, XCab, 4x4	\$24,202.00	6	EMS **	\$383.20	\$201.44	\$584.64	243	101,838	\$0.00	\$0.00	\$0.00	Sell	\$5,193.00
Explorer, 4x4	\$26,204.00	6	Animal	\$414.90	\$217.29	\$632.19	1026	111,034	\$279.93	\$151.72	\$431.65	Sell	\$9,318.00
Ranger 4x4	\$20,388.00	6	Animal	\$322.81	\$171.25	\$494.06	291	117,698	\$61.97	\$94.31	\$156.28	Sell	\$10,022.00
F350, XCab, 4x4	\$32,217.00	8	Fire	\$409.42	\$214.55	\$623.98	286	53,138	\$101.38	\$160.93	\$262.31	Engineer	
286			Eng				175	110,179	\$92.02	\$141.00	\$233.02	Sell	\$12,253.00
Explorer, 4x4	\$26,204.00	6	Fire	\$414.90	\$217.29	\$632.19	119	98,682	\$440.25	\$231.88	\$672.13	Sell	\$10,467.00
F150, XCab, 4x4	\$24,356.75	6	Fire	\$385.65	\$202.67	\$588.32	239	81,862	\$242.31	\$130.01	\$372.32	Fire Dept	
239			Fire				131	89,196	\$84.40	\$140.73	\$225.17	Sell	\$8,284.00
F150, XCab, 4x4	\$24,356.75	6	Fire	\$385.65	\$202.67	\$588.32	2010	40,402	\$291.44	\$154.58	\$446.02	Fire Dept	
2010			Fire				1008	79,112	\$367.13	\$183.56	\$550.69	Sell	\$7,316.00
Explorer, 4x4	\$26,204.00	6	PCP **	\$414.90	\$217.29	\$632.19	177	119,607	\$92.02	\$0.00	\$92.02	Sell	\$3,753.00

[illegible]



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS 501-444-3494 INVITATION TO BID

BID #: 01-55

DATE ISSUED: October 10, 2001

DATE & TIME OF OPENING: October 25, 2001 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 60 Days from receipt of order.

F.O.B.: Fayetteville, AR

*Guaranteed Delivery Date: Est. 90-120 days

ITEM:	DESCRIPTION:	QTY.	* PRICE PER UNIT
1.	4 Door - 4 Wheel Drive Utility Vehicle per Item #1 of Specifications attached:	2	<u>26204</u>
2.	Intermediate Extended Cab P/U 4 Wheel Drive per Item #2 of Specifications attached:	4	<u>20338</u>
3.	Heavy Duty Extended Cab Dual Rear Wheel - Rear Wheel Drive per Item #3 of Specifications attached:	2	<u>39014</u>
4.	Heavy Duty Extended Cab Dual Rear Wheel - Four Wheel Drive per Item #4 of Specifications attached:	4	<u>41146</u>
5.	Heavy Duty Extended Cab Single Rear Wheel - Four Wheel Drive per Item #5 of Specifications attached:	1	<u>31952</u>

chassis sam

ALT 1wayDump

36485

- | | | | | |
|-----|--|---|--------------|---------------------------------|
| 6. | Heavy Duty Standard Cab
Dual Rear Wheel - Four
Wheel Drive per Item #6
of Specifications attached: | 4 | <u>39216</u> | |
| 7. | Heavy Duty Crew Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #7
of Specifications attached: | 1 | <u>37911</u> | |
| 8. | 1 Ton Standard Cab Dual Rear
Wheel - Rear Wheel Drive
Cab & Chassis per Item #8
of Specifications attached: | 1 | <u>25981</u> | <u>ALT 4x4</u>
<u>28514</u> |
| 9. | 1 Ton Extended Cab Dual Rear
Wheel - Four Wheel Drive
Pickup per Item #9
of Specifications attached: | 1 | <u>32217</u> | |
| 10. | Extended Cab - Four Wheel Drive
Pickup per Item #10
of Specifications attached: | 3 | <u>24202</u> | <u>ALT XLT</u>
<u>26,582</u> |
| 11. | Extended Cab - Four Wheel Drive
Pickup per Item #11
of Specifications attached: | 1 | <u>25030</u> | <u>ALT XLT</u>
<u>27082</u> |

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: Ron Blackwell Ford

*BUSINESS ADDRESS: 2609 S. Walton Blvd.

*CITY: Bentonville *STATE: AR *ZIP: 72712

*PHONE: 501-464-5172 *FAX: 501-464-0984

*AUTHORIZED SIGNATURE: P. Cody Mamm

**CITY OF FAYETTEVILLE**

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS**501-444-3494****INVITATION TO BID****BID #: 01-55****DATE ISSUED:** October 10, 2001**DATE & TIME OF OPENING:** October 25, 2001 - 11:00 A.M.**BUYER:** Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289**DATE REQUIRED AS COMPLETE UNIT:** 60 Days from receipt of order.**F.O.B.:** Fayetteville, AR***Guaranteed Delivery Date:** 90 DAYS

ITEM:	DESCRIPTION:	QTY.	* PRICE PER UNIT
1.	4 Door - 4 Wheel Drive Utility Vehicle per Item #1 of Specifications attached:	2	<u>No Bid</u>
2.	Intermediate Extended Cab P/U 4 Wheel Drive per Item #2 of Specifications attached:	4	<u>No Bid -</u>
3.	Heavy Duty Extended Cab Dual Rear Wheel - Rear Wheel Drive per Item #3 of Specifications attached: <i>See Exceptions</i>	2	<u>39,033.⁶⁵ or 1585.⁰⁰</u> <i>REAR DUMP?</i>
4.	Heavy Duty Extended Cab Dual Rear Wheel - Four Wheel Drive per Item #4 of Specifications attached: <i>See Exceptions</i>	4	<u>41,159.⁶⁵</u>
5.	Heavy Duty Extended Cab Single Rear Wheel - Four Wheel Drive per Item #5 of Specifications attached: <i>See Exceptions</i>	1	<u>\$ 32,096.⁴⁵</u>

6. Heavy Duty Standard Cab
Dual Rear Wheel - Four
Wheel Drive per Item #6 *See Exceptions* 4 39,229.⁶⁵
7. Heavy Duty Crew Cab
Dual Rear Wheel - Rear *See Exceptions* 1 37,974.⁶⁵ *SUBTRACT REAR FOR DUMP 1585.00*
8. 1 Ton Standard Cab Dual Rear
Wheel - Rear Wheel Drive *See Exceptions* 1 25,704.⁶⁵ *Add 2750 For 4x4*
9. 1 Ton Extended Cab Dual Rear
Wheel - Four Wheel Drive *See Exceptions* 1 ~~30,765.~~ 45
10. Extended Cab - Four Wheel Drive
Pickup per Item #10 *See Exceptions* 3 24,356.⁷⁵
11. Extended Cab - Four Wheel Drive
Pickup per Item #11 *See Exceptions* 1 24,356.⁷⁵

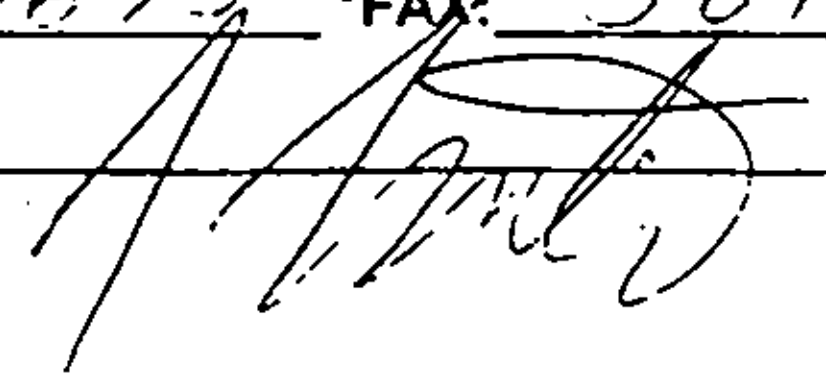
EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: LANDERS FORD

*BUSINESS ADDRESS: 4600 S UNIVERSITY

*CITY: LITTLE ROCK *STATE: AR *ZIP: 72204

*PHONE: 501-562-3673 *FAX: 501-570-3776

*AUTHORIZED SIGNATURE: 



OMI

MEMORANDUM

TO: Bill Oestreich
FROM: Paul Hawkins, OMI
COPY: Billy Ammons
DATE: February 26, 2002
SUBJECT: Vehicle Replacement

Unit #251.

This truck had the transmission rebuilt 6/3/98 at the cost of \$1,097.00. The transmission is not working properly at this time and most likely will need to be rebuilt again at a much higher rate. The total cost of upkeep on this truck for the past three years has been approximately \$3500.00 without the current transmission problem. It is our opinion that it would not be cost effective to continue to spend money on this truck.

Thank you

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Operations Superintendent
From: ^{TGH} Terry Gulley, Turf & Facility Coordinator
Date: February 25, 2002
Subject: Purchase of four wheel drive vehicles

The Parks and Recreation Division is requesting for Fleet Operations to provide us with additional 4x4 vehicles for our fleet use. The Parks & Recreation Division encompasses more than 3500 acres of which the terrain varies widely from parks located within the city to wilderness areas. Thus due to the increased operations provided by this division regardless of conditions, our efficiency is greatly improved with the additional traction supplied by these vehicles. Thank you for your help in making us as efficient as possible.



CITY OF FAYETTEVILLE

*113 W. Mountain St.
Fayetteville, AR 72701*

**FLEET OPERATIONS
501-444-3494
INVITATION TO BID**

BID #: 01-55

DATE ISSUED: October 10, 2001

DATE & TIME OF OPENING: October 25, 2001 - 11:00 A.M.

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

DATE REQUIRED AS COMPLETE UNIT: 60 Days from receipt of order.

F.O.B.: Fayetteville, AR

***Guaranteed Delivery Date: _____**

ITEM:	DESCRIPTION:	QTY.	* PRICE PER UNIT
1.	4 Door - 4 Wheel Drive Utility Vehicle per Item #1 of Specifications attached:	2	_____
2.	Intermediate Extended Cab P/U 4 Wheel Drive per Item #2 of Specifications attached:	4	_____
3.	Heavy Duty Extended Cab Dual Rear Wheel - Rear Wheel Drive per Item #3 of Specifications attached:	2	_____
4.	Heavy Duty Extended Cab Dual Rear Wheel - Four Wheel Drive per Item #4 of Specifications attached:	4	_____
5.	Heavy Duty Extended Cab Single Rear Wheel - Four Wheel Drive per Item #5 of Specifications attached:	1	_____

- | | | | |
|-----|--|---|-------|
| 6. | Heavy Duty Standard Cab
Dual Rear Wheel - Four
Wheel Drive per Item #6
of Specifications attached: | 4 | _____ |
| 7. | Heavy Duty Crew Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #7
of Specifications attached: | 1 | _____ |
| 8. | 1 Ton Standard Cab Dual Rear
Wheel - Rear Wheel Drive
Cab & Chassis per Item #8
of Specifications attached: | 1 | _____ |
| 9. | 1 Ton Extended Cab Dual Rear
Wheel - Four Wheel Drive
Pickup per Item #9
of Specifications attached: | 1 | _____ |
| 10. | Extended Cab - Four Wheel Drive
Pickup per Item #10
of Specifications attached: | 3 | _____ |
| 11. | Extended Cab - Four Wheel Drive
Pickup per Item #11
of Specifications attached: | 1 | _____ |

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 terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:** _____

***BUSINESS ADDRESS:** _____

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

***PHONE:** _____ ***FAX:** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE: _____**

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

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

- 1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders MUST provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.**
- 2. Bidders shall include all applicable local, state, and federal sales tax in this bid. Tax amount MUST show as a separate item.**
- 3. Bids received after the date and time set for receiving bids will NOT be considered. The City will NOT be responsible for misdirected bids. Vendor should call the Purchasing Office at 501.575.8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.**
- 4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.**
- 5. 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/units delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
12. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
13. Service Manuals (Either printed or CD) shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
14. 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.

BASIC SPECIFICATIONS

General Specification Requirements are as follows for: UTILITY VEHICLES AS LISTED

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 "highlighted" and specifics noted is suggested.

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

shall be furnished. Minimum Warranty period shall be no less than 1 year.

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

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

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

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

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

2. MATERIALS AND WORKMANSHIP

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

3. WARRANTY

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

4. PARTS AND SERVICE

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

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

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.

COMPLIANCE WITH APPLICABLE FEDERAL / STATE / LOCAL SAFETY REQUIREMENTS, SUPERSEDES THE REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

ITEM 1. 4 DOOR 4 WHEEL DRIVE UTILITY VEHICLE

MINIMUM SPECIFICATIONS ONLY

A. SIZE CLASSIFICATION:

Each vehicle shall have a minimum wheelbase of 112 inches with a minimum curb weight of 4110 lbs, minimum front head room of 39.9 inches, min. front hip room of 51.9 inches, min. front shoulder room of 56.7 inches. Cargo area to have a minimum space of 81.0 cubic feet with a minimum width of 41.9 inches between wheel housings, 5440 GVWR, 10,000 GCWR.

B. SPECIAL SERVICE PACKAGE:

Each vehicle shall include all features listed in the manufacturers printed specifications and literature as a part of a special service equipment package which will make the vehicle suitable for severe duty service.

C. ENGINE:

Each vehicle engine shall have a minimum of 6 Cylinders, 4.0 Liter, 210 H.P. - Electronic Fuel Injection - 225 FT. LB. Torque @ 2750 R.P.M.:

***PLEASE SPECIFY:**

***MANUFACTURER:** _____

***CID:** _____ ***H.P.:** _____ ***TORQUE:** _____

D. TRANSMISSION/TRANSFER CASE:

The vehicles shall be equipped with a minimum 4 speed forward automatic transmission with overdrive specifically recommended by the auto manufacturer for the engine being offered. The vehicles shall be equipped with a heavy duty Auxiliary transmission oil cooler. Manual Overdrive lockout to be provided with brake/shift interlock. 2 Speed Planetary Gear Transfer Case with Skid Plate Protection.

E. AXLES:

Each vehicle is to come equipped with a manufacturer recommended locking type rear axle with a ratio which will provide the best overall performance and of the heaviest duty available. Minimum Axle Ratings: 2850 lb. Front, 3200 lb. Rear.

F. SUSPENSION:

The suspension must have a maximum handling package designed to limit body roll, allow flat cornering, limit dive on severe braking, limit squatting on fast acceleration, and provide optimum handling. Package shall also include extra control front and rear shock absorbers and front and rear stabilizer bars.

G. ELECTRICAL:

1. Alternator must be heavy duty and a minimum 95 amp.
2. Battery must be a heavy duty 72 Amp Hr. minimum maintenance-free type.

H. TIRES/WHEELS:

Each unit shall be equipped with P235-75R15 steel-belted, tubeless tires mounted on Cast Aluminum Wheels, Spare Tire to match on steel wheel.

I. EQUIPMENT:

Each unit shall be equipped with the following:

1. Factory air conditioning and tinted glass with privacy glass in rear quarter, rear door and liftgate windows.
2. Coolant -30 degrees.
3. Brakes shall be 4 Wheel Power Disc, fade resistant, heavy duty, with anti-lock braking system.
4. The cooling system shall include heavy duty extra

capacity radiator, coolant recovery and heavy duty temperature controlled fan.

5. Interior lighting shall include: Standard dome light with map light, glove box and engine compartment lighting.
6. Door locks shall be electric controlled with single key for ignition and locks with remote keyless control.
7. Each vehicle shall have the following instrumentation:
 - (a). Four gauge cluster with warning lamps, tachometer and trip odometer.
8. Remote liftgate power lock/unlock button.
9. Each vehicle shall have in-dash mounted O.E.M AM/FM/Cassette radio/clock.
10. High Mount LED Stop Lamp.
11. Each vehicle shall have an inside hood release.
12. Each vehicle shall have power assisted steering, with cooler.
13. Each vehicle shall be equipped with both outside power operated heated rear view mirrors adjustable from the drivers position. An inside rear view mirror with non-glare day/night vision.

SPECIFY:

1. Unheated: _____
 2. Heated: _____
14. Each vehicle will be equipped with Tilt Steering Column/Steering Wheel with Cruise Control.
 15. Windshield wipers will have intermittent control with dual washers w/rear intermittent wiper/washer/defroster.
 16. Front seating shall be heavy duty bucket type with head restraints. Rear seat shall be a full bench type. Seating fabric, both front and rear, shall be heavy duty cloth and grey in color.
 17. Automatic Parking Brake Release with Manual Override shall be provided.

18. Each vehicle exterior color shall be manufacturers bright red and shall have body side protection. Each shall have quiet sound group (special noise deadening insulation).
19. A manufacturers operators manual shall be with each vehicle.
20. Each vehicle shall be equipped with individual heavy duty vinyl/rubber front floor mats color keyed to match interior trim.
21. Each vehicle shall be equipped (on the front doors only) with door pull straps.
22. Each vehicle shall be equipped with power operated windows with lock out feature, with express down drivers window.
23. Each vehicle will be equipped with a Steel Drive Shaft w/H.D. Universal Joints.
24. Each vehicle will be equipped with skid plate protection.
25. Front Supplemental Restraint System shall be provided for Driver and Right Front Passenger.
26. Federal Signal Street Hawk (All Light style) Light Bar with Rotators utilizing Red Cover Lenses, Amber Rear Flashers, Clear Dual Take-Downs, Clear Left and Right Alley Lights, w/6 Function Federal Signal Control, Mounting to be completed by the City of Fayetteville..

ITEM 2. PICK-UP TRUCK, INTERMEDIATE - 4 Wheel Drive

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Short Wide Bed
WHEELBASE:	125"
ENGINE:	6 CYL. Fuel Inj. MINIMUM 4.0 Liter Displacement, 160 H.P.@4200 R.P.M., 225 lb-ft Torque @ 2400 R.P.M.
TRANSMISSION:	4 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.

GVWR:	5100 LBS
FRONT AXLE:	2800 LB.
REAR AXLE:	2750 LB.
AXLE RATIOS:	3.73 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	95 AMP.
BATTERY:	650 CCA.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted-Tilt Wheel
TIRES:	P215/75R15 All Terrain Tread w/Matching Size Spare
WHEELS:	15" X 6" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	60/40 Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.

BUMPERS: H.D. Rear Step Type, Standard Front

TOOL BOXES: Dual Side Mount Lockable, 50" length, Sliding Tray, Mounted with corner legs.

BED LINER: Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.

SAFETY EQUIPMENT: Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 3. HEAVY DUTY TRUCK CHASSIS W/MOUNTED PLATFORM DUMP BODY

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: 162"

DIESEL ENGINE: **MINIMUM ONLY:** 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 215 HP @ 3000 R.P.M., 425 LB.FT. @ 2000 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator.

MANDATORY REQUIREMENT FOR CONSIDERATION.
PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

NO. OF CYLINDERS: _____

C.I.D. DISPLACEMENT: _____

HP RATING: _____ @ _____ R.P.M.

TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: 4 Speed Electronic Control Automatic with integrated Power Take Off capability

GVW RATING: 17,500 LBS..

GCW RATING:	Not Applicable
REAR AXLE:	13,500 LB - 5.38 Ratio W/Auxiliary.
DRIVE LINE:	Spicer/Dana Coated Spline w/single guard.
FRONT AXLE:	6000 LB. Capacity, Stabilizer Bar.
ALTERNATOR:	130 AMP.
BATTERIES:	Dual 78 AH-CCA.
FUEL SYSTEM:	59 Gal. Cap.
STEERING:	Power Assist w/Tilt Wheel
WHEELS & TIRES:	225/70R19.5 All Season, 8 Hole w/Spare Tire and Wheel
RADIO:	O.E.M. AM/FM w/Clock
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Knitted Vinyl Full Bench w/Seat Belts provided for 3 seating positions.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.

BRAKE SYSTEM: Power Assist 4 wheel disc.

TRAILER HITCH: Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Street Hawk Amber Light Bar to be installed on Cab Roof.

BODY: **CAPACITY:** Body shall be 10 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 understructure 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 grease less 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:** 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.

**ITEM 4. HEAVY DUTY TRUCK CHASSIS W/MOUNTED UTILITY BODY
4 WHEEL DRIVE - DUAL WHEEL - EXTENDED CAB**

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	162"
DIESEL ENGINE:	MINIMUM ONLY: 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 250 HP @ 2600 R.P.M., 505 LB.FT. @ 1600 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator.

**MANDATORY REQUIREMENT FOR CONSIDERATION.
PLEASE STATE:**

MANUFACTURER: _____
MODEL DESIGNATION: _____
NO. OF CYLINDERS: _____
C.I.D. DISPLACEMENT: _____
HP RATING: _____ @ _____ R.P.M.
TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: 4 Speed Electronic Control Automatic with
Auxiliary Cooler - 2 Speed Transfer Case

GVW RATING: 17,500 LBS..

GCW RATING: Not Applicable

REAR AXLE: 13,500 LB - 5.38 Ratio W/Auxiliary.

DRIVE LINE: Spicer/Dana Coated Spline w/single guard.

FRONT AXLE: 6000 LB. Capacity, Stabilizer Bar.

ALTERNATOR: 130 AMP.

BATTERIES: Dual 78 AH-CCA.

FUEL SYSTEM: 59 Gal. Cap.

STEERING: Power Assist w/Tilt Wheel

WHEELS & TIRES: 225/70R19.5 All Season, 8 Hole w/Spare Tire and
Wheel

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

COLOR: EXTERIOR: White Clearcoat w/2" White Reflective
Tape installed perimeter of Unit at Beltline.
INTERIOR-Grey - 12" Blue Reflective Fayetteville
Logo on both front doors.

FLOOR COVERING: Non-Skid Vinyl/Rubber

SEAT: H.D Knitted Vinyl Full Bench w/Seat Belts provided
for 3 seating positions.

CAB: Standard Manufacturers Rust Proofed Current
Model Year, Equipped with O.E.M. Heater and Air
Conditioner w/R134a Refrigerant capable of
maintaining sufficient temperature control and air

flow for operator comfort.

WIPERS: 2 Speed Intermittent

MIRRORS: Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.

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

BRAKE SYSTEM: Power Assist 4 wheel disc.

TRAILER HITCH: Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Street Hawk Amber Light Bar to be installed on Cab Roof.

SKID PLATE PROTECTION: Transfer Case, Front Suspension, and Fuel Tank.

BODY: Low Mount Utility Body, Harbor or equal, T-Handle Latches on all compartments, 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake -Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper, folding vise bracket mounted right rear

..

**ITEM 5. THREE QUARTER TON RATED HEAVY DUTY EXTENDED CAB
SINGLE REAR WHEEL
4 WHEEL DRIVE**

MINIMUM SPECIFICATIONS ONLY

WHEELBASE: 155" Single Rear Wheel 4 X 4

GVWR:	8,800 LB.
AXLES:	Front axle, 4700 pound capacity, with Front and Rear Stabilizer Bars, Skid Plates, Auto Lock Hubs, 4.10 Ratio, Limited Slip, 6080 pound capacity Rear Axle
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 235 HP @ 2700 RPM - 500 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with Auxiliary Cooler, manually controlled electric lockout, 2 Speed Transfer Case.
FUEL TANK:	37 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Steering Wheel
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Brake Controller with harness.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights, Heavy Duty Flasher, Federal Signal Visions Light Bar 1-3-5-7 Amber, 2-4-6 Clear. Note: Visions Bar to be mounted by City.
TIRES:	LT235/85R-16, All Terrain, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 7".
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.
RADIO:	AM/FM with digital Clock.

MIRRORS:	Swing Out Jr. West Coast
WIPERS:	2 Speed Interval
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60).
BUMPERS:	Heavy Duty Rear Step Bumper with Receiver Style Hitch with combination Pintle/2" Ball

**ITEM 6. HEAVY DUTY TRUCK CHASSIS W/MOUNTED UTILITY BODY
STANDARD CAB - 4 WHEEL DRIVE**

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	141"
DIESEL ENGINE:	MINIMUM ONLY: 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 250 HP @ 2600 R.P.M., 505 LB.FT. @ 1600 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
NO. OF CYLINDERS: _____
C.I.D. DISPLACEMENT: _____
HP RATING: _____ @ _____ R.P.M.
TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION:	4 Speed Electronic Control Automatic with Auxiliary Cooler-2 Speed Transfer Case Skid Plate Protected
GVW RATING:	17,500 LBS..
GCW RATING:	Not Applicable
REAR AXLE:	13,500 LB - 5.38 Ratio W/Auxiliary.
DRIVE LINE:	Spicer/Dana Coated Spline w/single guard.
FRONT AXLE:	6000 LB. Capacity, Stabilizer Bar.
ALTERNATOR:	130 AMP.
BATTERIES:	Dual 78 AH-CCA.
FUEL SYSTEM:	59 Gal. Cap.
STEERING:	Power Assist w/Tilt Wheel
WHEELS & TIRES:	225/70R19.5 All Season, 8 Hole w/Spare Tire and Wheel
RADIO:	O.E.M. AM/FM w/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Knitted Vinyl Full Bench w/Seat Belts provided for 3 seating positions.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the

standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.

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

BRAKE SYSTEM: Power Assist 4 wheel disc, Electronic Brake controller w/harness.

TRAILER HITCH: Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Street Hawk Amber Light Bar to be installed on Cab Roof.

SKID PLATE PROTECTION: Transfer Case, Front Suspension, and Fuel Tank.

BODY: Low Mount Utility Body, Harbor or equal, T-Handle Latches on all compartments, 3 Compartments per side w/74" Horizontal compartment on RIGHT side w/open top, Closed top on left side w/52" Horizontal compartment, Truck Lite Series 60 Tri-Brake -Warning Lamps located in center rear, High mount amber warning lamps on rear panel to match tail/stop lamps wired to wig-wag with independent switch, Heavy Duty Step Style Bumper, folding vise bracket mounted right rear

**ITEM 7. ONE TON RATED HEAVY DUTY CREW CAB
DUAL REAR WHEEL PLATFORM DUMP
REAR WHEEL DRIVE**

MINIMUM SPECIFICATIONS ONLY

WHEELBASE: 176" Dual Rear Wheel

GVWR: 11,200 LB.

AXLES: Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750

pound capacity Rear Axle with Auxiliary springs

ENGINE: 7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 250 HP @ 2600 RPM - 505 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.

TRANSMISSION: 4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take Off position.

FUEL TANK: 59 gallon minimum fuel capacity.

STEERING: Power assisted, Tilt Wheel

BRAKES: Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.

BATTERY: Dual 84 AMP HR.

ALTERNATOR: 130 AMP minimum.

LIGHTING: Roof Clearance Lights.

TIRES: LT235/85R-16, All Terrain Rear, All Season Front, one spare tire and wheel.

WHEELS: 8-hole disc, 16" X 6".

COLOR: EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline.
INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.

WIPERS: 2 Speed Intermittent

RADIO: AM/FM with digital Clock.

MIRRORS: Swing Out Jr. West Coast

AIR CONDITIONER: Standard Manual Control.

TRIM: Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats

HITCH: Tow Package, Heavy Duty Receiver with Combination Pintle Hitch/2" Ball

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 grease less 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:** 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.

**ITEM 8. ONE TON RATED STANDARD CAB - CAB & CHASSIS
DUAL REAR WHEEL - REAR WHEEL DRIVE**

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	141" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 4.10 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 250 HP @ 2600 RPM - 505 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, Integrated Power Take Off position.
FUEL TANK:	59 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Wheel
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights.

TIRES:	LT235/85R-16, All Terrain Rear, All Season Front, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6".
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey - 12" Blue Reflective Fayetteville Logo on both front doors.
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats
HITCH:	Tow Package, Heavy Duty Receiver with Combination Pintle Hitch/2" Ball

**ITEM 9. ONE TON RATED EXTENDED CAB PICK UP
DUAL REAR WHEEL - FOUR WHEEL DRIVE**

MINIMUM SPECIFICATIONS ONLY

WHEELBASE:	162" Dual Rear Wheel
GVWR:	11,200 LB.
AXLES:	Front axle, 4,700 pound capacity, with Front and Rear Stabilizer Bars, 3.73 Ratio Limited Slip, 9,750 pound capacity Rear Axle with Auxiliary springs
ENGINE:	7.3 Liter Diesel, 8 cylinder, 4 cycle, Turbocharged, 250 HP @ 2600 RPM - 505 lb.-ft. Torque @ 1600 RPM with auxiliary Engine Block Heater, Heavy Duty Cooling.
TRANSMISSION:	4 Speed automatic overdrive with auxiliary cooler, manually controlled electric lockout, 2 Speed Transfer Case
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.

FUEL TANK:	59 gallon minimum fuel capacity.
STEERING:	Power assisted, Tilt Wheel
BRAKES:	Power assisted, Disc Front, Drum Rear, Electronic Trailer Brake Controller with Harness.
BATTERY:	Dual 84 AMP HR.
ALTERNATOR:	130 AMP minimum.
LIGHTING:	Roof Clearance Lights.
TIRES:	LT235/85R-16, All Terrain, one spare tire and wheel.
WHEELS:	8-hole disc, 16" X 6", Polished Aluminum Front, Polished Outer Aluminum Rear
COLOR:	EXTERIOR: Red Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey
WIPERS:	2 Speed Intermittent
RADIO:	AM/FM with digital Clock.
MIRRORS:	Swing Out Jr. West Coast
AIR CONDITIONER:	Standard Manual Control.
TRIM:	Knitted Heavy Duty Vinyl Seats, Heavy Duty Vinyl Door Trim Panels, Rubber Floor Mats, Power Window, Power Door Locks, Chrome Grille
BUMPERS:	Chrome Front, Chrome Rear Step
HITCH:	Factory Tow Package, Heavy Duty Combination Receiver Hitch, with Pintle Hitch/2" Ball

ITEM 10. PICK-UP TRUCK, EXTENDED CAB - 4 WHEEL DRIVE

COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Extended Cab/Wide Wide Bed

WHEELBASE:	139"
ENGINE:	8 CYL. Fuel Inj. MINIMUM 4.6 Liter Displacement, 231 H.P.@4750 R.P.M., 293 lb-ft Torque @ 3500 R.P.M.
TRANSMISSION:	4 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.
GVWR:	6250 LBS
FRONT AXLE:	3900 LB.
REAR AXLE:	3800 LB.
AXLE RATIOS:	3.73 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	130 AMP.
BATTERY:	540 CCA.
FUEL CAP:	25 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P235/70R16 All Terrain Tread w/Matching Size Spare
WHEELS:	16" X 7" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: White Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey

WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.
BUMPERS:	H.D. Rear Step Type, Standard Front
BED COVER:	Cab High Cover with Left and Right Lockable Lift Windows 48" length, Rear Lockable Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.

ITEM 11. PICK-UP TRUCK, EXTENDED CAB - 4 WHEEL DRIVE

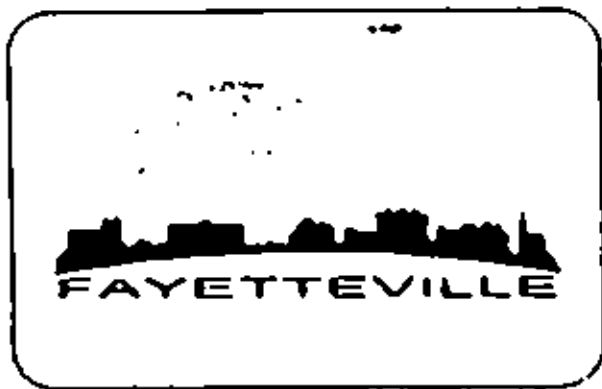
COMPLIANCE WITH APPLICABLE FMVSS CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Extended Cab/Wide Wide Bed
WHEELBASE:	139"
ENGINE:	8 CYL. Fuel Inj. MINIMUM 4.6 Liter Displacement, 231 H.P.@4750 R.P.M., 293 lb-ft Torque @ 3500 R.P.M.
TRANSMISSION:	4 Spd. Automatic Overdrive, Auxiliary Cooler, 2 Speed Transfer Case, Electric Shift, Automatic Hubs.
GVWR:	6250 LBS

FRONT AXLE:	3900 LB.
REAR AXLE:	3800 LB.
AXLE RATIOS:	3.73 Lock-Type Differential
SUSPENSION:	Front and Rear Stabilizer Bars, Heavy Duty Front and Rear Shocks
ALTERNATOR:	130 AMP.
BATTERY:	540 CCA.
FUEL CAP:	25 GAL.
COOLING SYSTEM:	H.D. Radiator
STEERING:	Power Assisted
TIRES:	P235/70R16 All Terrain Tread w/Matching Size Spare
WHEELS:	16" X 7" Steel
AIR CONDITIONER:	Standard Manual Control
RADIO:	O.E.M. AM/FM W/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEATS:	Knitted H.D Vinyl Split Bench Type
COLOR:	EXTERIOR: Red Clearcoat w/2" White Reflective Tape installed perimeter of Unit at Beltline. INTERIOR-Grey, Chrome Grille
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Manual Control
GLASS:	All Tinted
BRAKES:	Power Assisted, w/Rear Wheel Park System with rear wheel anti-lock system.
SKID PLATE PROTECTION:	Transfer Case, Front Suspension, and Fuel Tank.

BUMPERS:	H.D. Rear Step Type Chrome, Chrome Front
BED COVER:	Fiber Glass Cab High Cover with Left and Right Lockable Tinted Lift Windows 48" length, Rear Lockable Tinted Lift Window, Cyclops Brake Lamp w/Quick Disconnect, Mounted w/4 Hand Removable Clamps
BED LINER:	Fibreglas/Vinyl Underlip Style installed with Tailgate Cover.
SAFETY EQUIPMENT:	Driver Side Air Bag, Deceleration Alert System with 1 Red/2 Amber Lamp system installed center rear in a vertical position (Trucklite Series 60), Federal Signal Street Hawk Light Bar with Amber Lens/Take Down/Alley Lights installed on cab roof.



STAFF REVIEW FORM

XXX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting: March 19, 2002

FROM:

W.A.Oestreich
Name

Fleet Operations
Division

Public Works
Department

Bid 01-55
C. 5. Page 1



ACTION REQUIRED:

Acceptance of the lowest qualified Bidders meeting specifications - Bid 01-55, Item #1, 2, 3, 4, 5, 7, 9 & 10 - Ron Blackwell Ford, Bentonville, AR 72712 (Vendor 88230) in the amount of \$924,830.00 and Items #8 & 11 - Landers Ford, Little Rock, AR 72219 (Vendor 7582) in the amount of \$105,622.80 for a total of \$1,030,452.80.

COST TO CITY:

\$ 1,030,452.80
Cost of this Request

\$ 2,100,561.00
Category/Project Budget

Repl/Exp Police/Passenger - Fire
Light/Medium- Med/Heavy Vehicles/Equip
Category/Project Name

9700-1920-5802.00
Account Number

\$ 00.00
Funds Used To Date

Vehicles & Equipment
Program Name

02078 - \$482,064.75

02079 - \$386,998.30

02081 - \$ 78,612.00

02086 - \$ 82,777.75

Project Number

\$ 2,100,561.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

XX Budgeted Item

 Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Acceptance of Bid 01-55 with the Authorization to Purchase Items #1, 2, 3, 4, 5, 7, 8, 9, 10 and 11.

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes No**

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Description: Light/Medium Utility Vehicles

Meeting Date: March 19, 2002

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



CITY OF
FAYETTEVILLE



FLEET OPERATIONS

501.444.3495

INTER-OFFICE MEMORANDUM

FAX: 501.444.3425

TO: Equipment Committee

THRU: Greg Boettcher, Public Works Director

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: February 26, 2002

SUBJECT: BID AWARD RECOMMENDATION #01-55 Projects 02078 - 02079 - 02081 - 02086

Reference the attached Agenda Request for the Award of Bid 01-55, Items #1 through #11, to the lowest qualified bidders meeting specifications. The Vendors will be Ron Blackwell Ford and Landers Ford as listed below. These are budgeted items.

The Bid Tabulation Sheet dated October 25, 2001, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List. Also attached are completed copies from the successful bidders.

The lowest priced items which are the recommended items, comply with the minimum specification developed by the Fleet Operations Division.

Specific assignment and reassignment of the units has been attached for your information.

1. 4 Door - 4 Wheel Drive Utility
Vehicle per Item #1 of **BLACKWELL 4 @ \$26,204.00**
Specifications attached: **\$104,816.00**
2. Intermediate Extended Cab P/U
4 Wheel Drive per Item #2 **BLACKWELL 13 @ \$20,388.00**
of Specifications attached: **\$265,044.00**
3. Heavy Duty Extended Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #3 **BLACKWELL 1 @ \$36,485.00**
of Specifications attached: **\$ 36,485.00**

- | | | | |
|-----|--|---------------------------|---------------|
| 4. | Heavy Duty Extended Cab
Dual Rear Wheel - Four
Wheel Drive per Item #4
of Specifications attached: | BLACKWELL 6 @ \$31,146.00 | \$186,876.00 |
| 5. | Heavy Duty Extended Cab
Single Rear Wheel - Four
Wheel Drive per Item #5
of Specifications attached: | BLACKWELL 3 @ \$31,952.00 | \$ 95,856.00 |
| 6. | Heavy Duty Standard Cab
Dual Rear Wheel - Four
Wheel Drive per Item #6
of Specifications attached: | NOT AWARDED | NOT AWARDED |
| 7. | Heavy Duty Crew Cab
Dual Rear Wheel - Rear
Wheel Drive per Item #7
of Specifications attached: | BLACKWELL 3 @ \$35,576.00 | \$ 106,728.00 |
| 8. | 1 Ton Standard Cab Dual Rear
Wheel - Rear Wheel Drive
Cab & Chassis per Item #8
of Specifications attached: | LANDERS 2 @ 28,454.65 | \$ 56,909.30 |
| 9. | 1 Ton Extended Cab Dual Rear
Wheel - Four Wheel Drive
Pickup per Item #9
of Specifications attached: | BLACKWELL 1 @ \$32,217.00 | \$ 32,217.00 |
| 10. | Extended Cab - Four Wheel Drive
Pickup per Item #10
of Specifications attached: | BLACKWELL 4 @ \$24,202.00 | \$ 96,808.00 |
| 11. | Extended Cab - Four Wheel Drive
Pickup per Item #11
of Specifications attached: | LANDERS 2 @ \$24,356.75 | \$ 48,713.50 |

Ron Blackwell Ford \$924,830.00

Landers Ford \$105,622.80

Total Proposed Purchase \$1,030,452.80

Funds to Be Provided as follows:

Account: 9700-1920-5802.00

Project: 02078

Budget:	\$833,926.00
Cost:	\$482,064.75

Balance Available for future purchases: \$351,861.25

Project: 02079

Budget:	\$624,461.00
Cost:	\$386,998.30

Balance Available for future purchases: \$237,462.70

Project: 02081

Budget:	\$550,875.00
Cost:	\$ 78,612.00

Balance Available for future purchases: \$472,263.00

Project: 02086

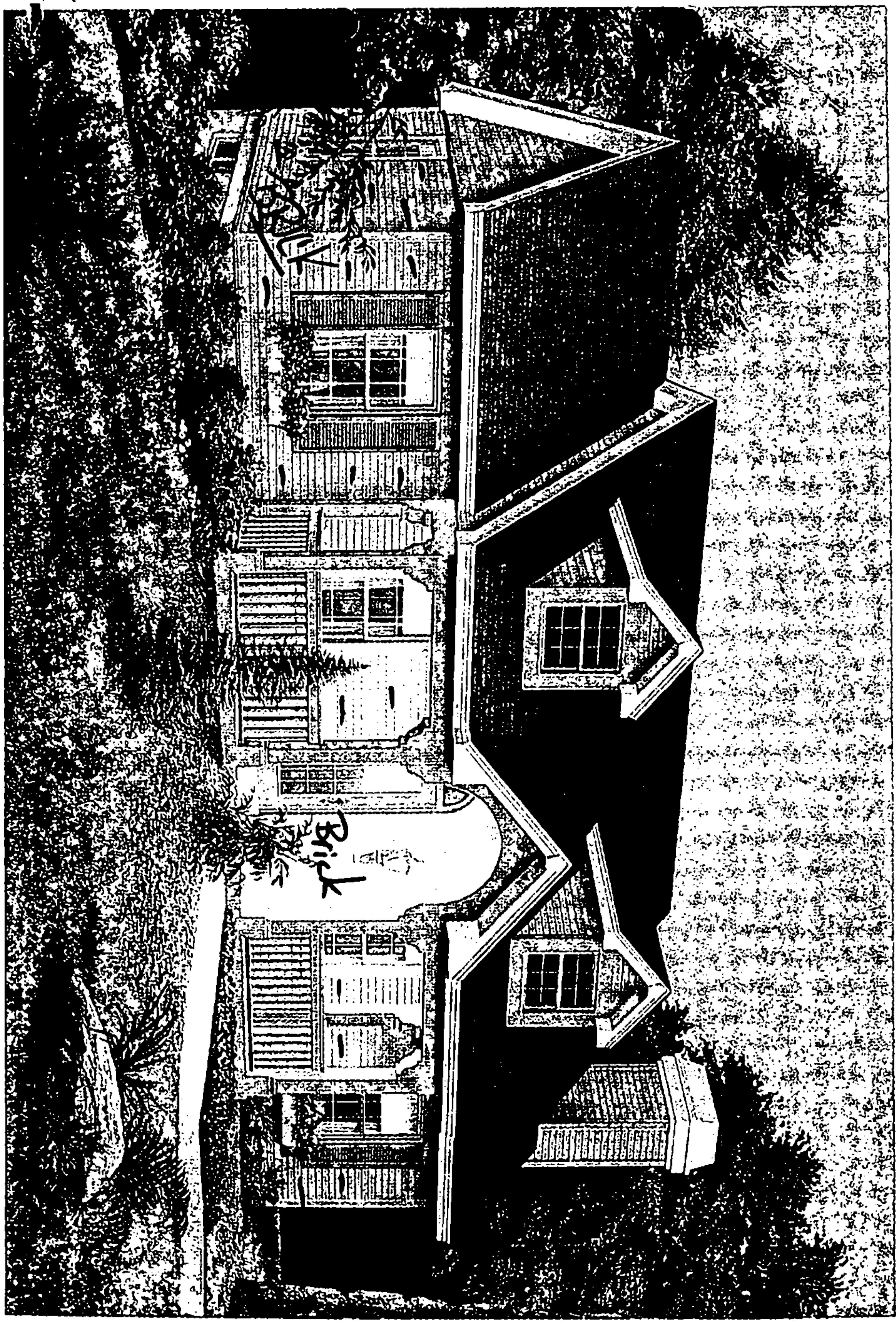
Budget:	\$ 91,299.00
Cost:	\$ 82,777.75

Balance Available for future purchases: \$ 8,521.25

These items have been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain them in a proper and efficient manner.

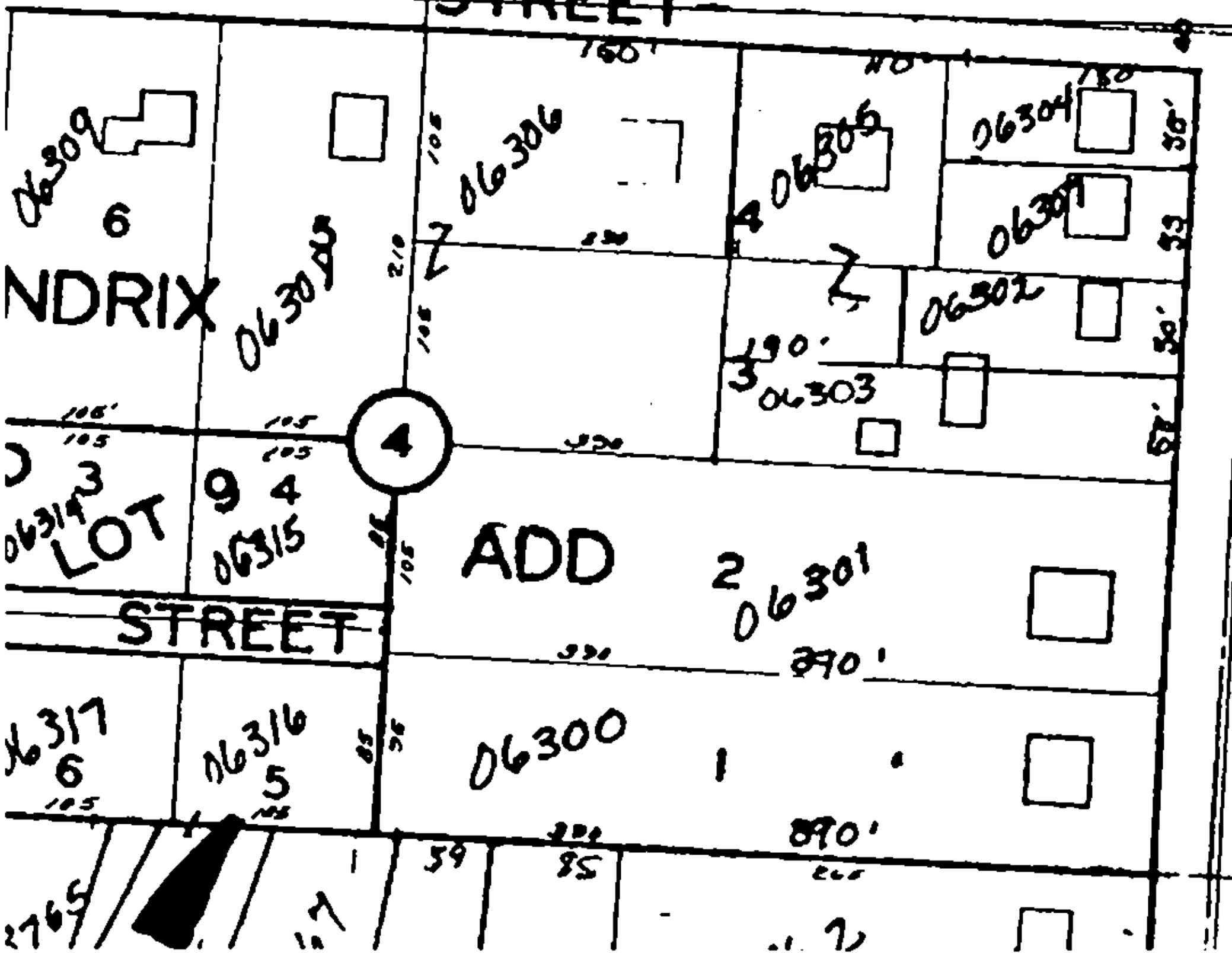
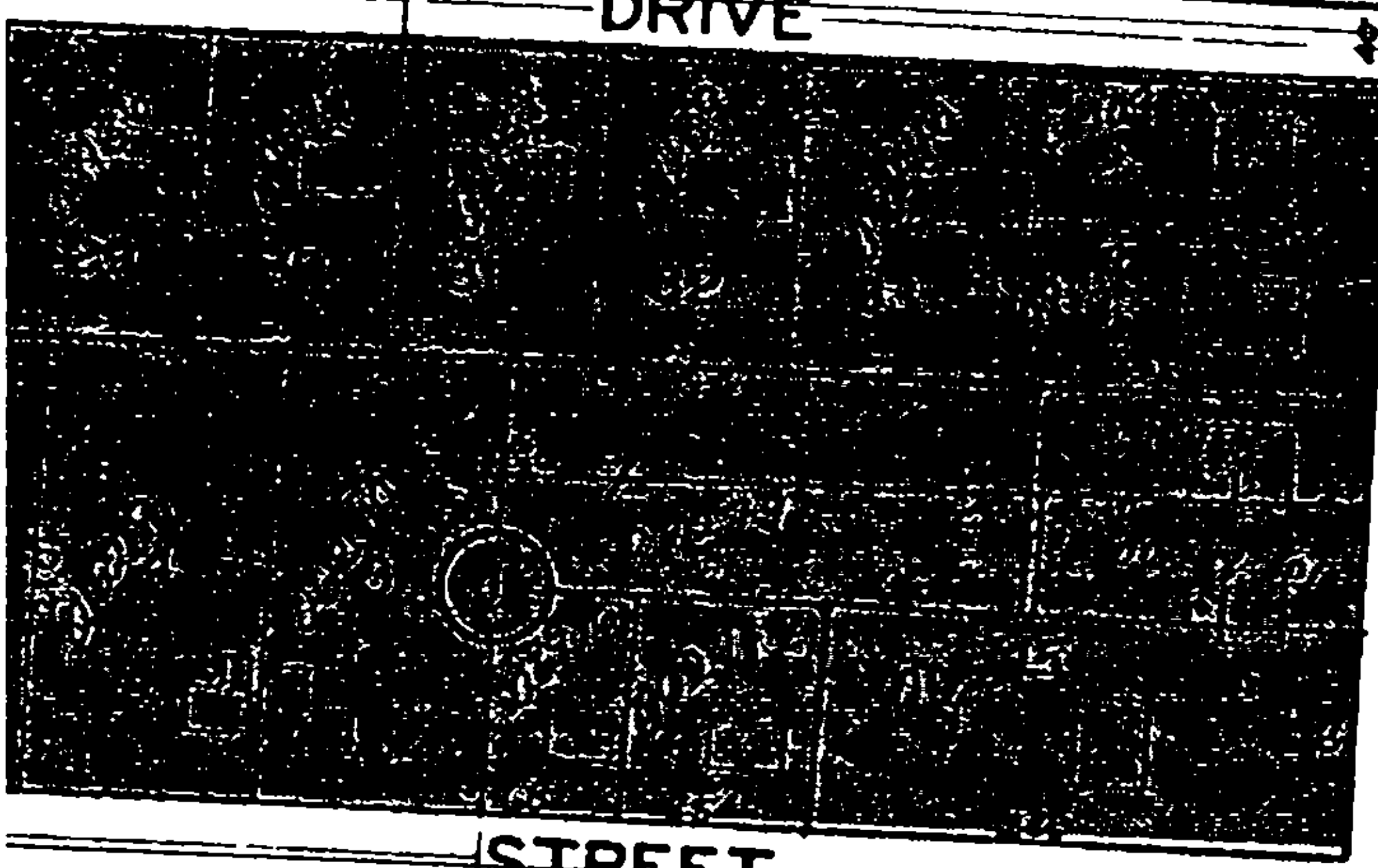
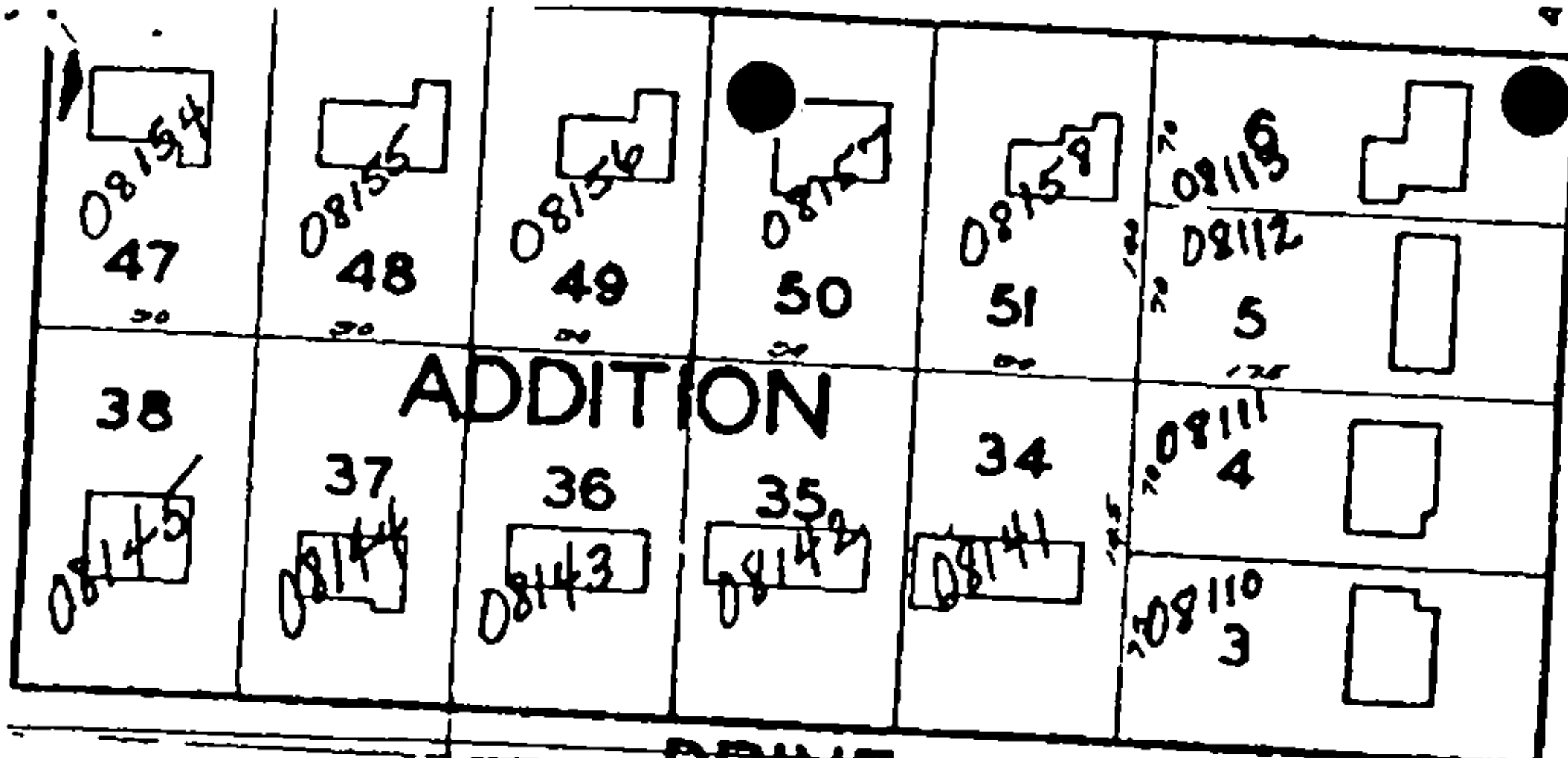
A post bid conference was also held with the Bidders to assure compliance with our needs.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Representatives of the user Departments and Divisions with their justification and recommendations attached.



HEADERS
RECORDING

RZN
B. 1.



1600 N

1500 N

1400 N

NO. 112

* according to
our zoning
ordinance
parcel #'s
06279, 06275,
06274 are
zoned R-1.5²⁰

Robynn DeVine
Permit Clerk
City of Fargo.

STAFF REVIEW FORM

McClelland
B. 5. Page 1

XXX Agenda Request

___ Contract Review

___ Grant Review

For the Fayetteville City Council meeting of: March 19, 2002

FROM:

Gary DumasGeneral Services

Name Division Department

ACTION REQUIRED: Approve Resolution Authorizing McClelland Engineering to Proceed With Their Contract for I-540 Business/Technology Park

COST TO CITY:

\$0.00

Cost of this Request

1010-6600-5314-004470-9470-5809-00

Account Number

Category/Project Budget

Funds Used to Date

Remaining Balance

I-540 Business/Technology Park
Category/Project NameI-540 Business/Technology Park
Program NameGeneral Fund/Sales Tax
Fund95075-10

Project Number

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Manager

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: Approve Resolution

Division Head

Date

Cross Reference

Department Director

Date

New Item: ___ Yes XXXX No

Administrative Services Director

Date

Prev Ord/Res #: 20-02

Mayor

Date

Orig Contract Date: 2-5-02

Consent

New Business

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

elland _____nting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Tuesday, March 05, 2002

Subject: **Approve Resolution Authorizing McClelland Engineering to Proceed With Their Contract for I-540 Business/Technology Park**

Background

Four weeks ago the Council authorized two contracts which allowed work to begin on the I-540 Business/Technology Park. This authorization was limited to work which would define the parameters of the area of mitigation, review the potential scope of the mitigation, and define how the actual development of the land to eventually be subdivided would proceed. The Council also requested that public input on the project be sought and that monthly reports be made to the Council on activities and status of the work and project.

Discussion

On February 28 from 5:30 p.m. to 8:00 p.m. a public meeting was held in the Town Center to provide an historical as well as future perspective of the of the project. Following this approximate 30-minute introduction, the meeting participants were broken into small groups and asked to discuss in a roundtable format the various issues from their point of view. Comments could either be provided in writing or recorded by a Project Team member who was assisting each table. Most comments were received in writing, with 32 comment sheets returned from the 48 participants who signed in. These comment sheets and sign in sheets are attached for your review.

The comments can be grouped generally into three main areas, those who feel that the project is not addressing the environmental issues, those who favor the project but want assurance that certain analysis is conducted and responded to appropriately, and those who favor the project objectives and direction as presented.

General Services Department
113 West Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-575-8330
Fax: 479-575-8257
Email: gdumas@ci.fayetteville.ar.us

The meeting attendees included a sizable number of residents who were at the meeting to express a particular interest in soccer activities for the area north of Clabber Creek. What was interesting about this group was the fact that they generally felt that the ecological sensitivity that was expressed in the design considerations discussed in the presentation were appropriate for the site and that they appreciated the sensitivity that was proposed to be shown to the fragile environment of the Wilson Spring Area.

Some of the design considerations, which will be discussed with the Council during the presentation on March 19, included limited use of curb and gutter, permeable pavement in parking lots, walkways, etc. where appropriate, grass and landscaped drainage swales, bio-filters and rain gardens, as a part of the storm water management system, and maintenance of the current site hydrology though individual lot storm water management and retention to the maximum extent possible.

Discussion in the presentation also included possible mitigation activities within the approximate 100-acre conservation/preservation area. The staff will also be presenting these options to the Council during the presentation on March 19. These were all presented as possible activities, which will require scientific analysis and concurrence by the regulatory agencies, U. S. Corps of Engineers and U. S. Fish and Wildlife before any activity is undertaken.

At the conclusion of the meeting following the worktable reports, representatives of the U. S. Corps of Engineers and U. S. Fish and Wildlife made some brief comments. In summary, those comments indicated a very favorable appreciation for the efforts that the City of Fayetteville was putting forward to address the ecological issues that have surrounded this 289 acres for the last 12 years. *Perhaps the most telling were the comments from the Corps, which indicated that there would probably not need to be other regulatory required public meetings, if the City followed through with the design parameters as had been discussed and the comment from Fish and Wildlife that if the City continued with the design parameters for the conservation and development areas as discussed, that the Arkansas Darter may not need to be listed as endangered.*

As this project proceeds there will be additional public information meetings, in addition to the public hearings required of any development being considered within the City.

The Staff will bring the approximate 30-minute presentation to the Council meeting of March 19 so that the Council and the viewing public can see the considerations that will be given to the development of this site.

Recommendation

Approve resolution allowing McClelland Engineering to proceed with development of all work authorized in their contract as approved February 5, 2002.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 34 OF THE
CODE OF FAYETTEVILLE AND THE ORDINANCE
ESTABLISHING THE FORMAL PROCESS FOR THE
SALE OF MUNICIPALLY OWNED REAL PROPERTY
BY DEFINING INDUSTRIAL PARK LANDS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby amends Chapter 34 of the Code of Fayetteville, §34.27 (H) (1) and
Ordinance No. 4358 by adding the following definition of Industrial Park Land
to paragraph (H) (1) after the first sentence:

"Industrial park land includes all of the land in and
around the South Industrial Park as specifically
identified within the black bold line on the map
attached as Exhibit A."

PASSED and APPROVED this the 19th day of March, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

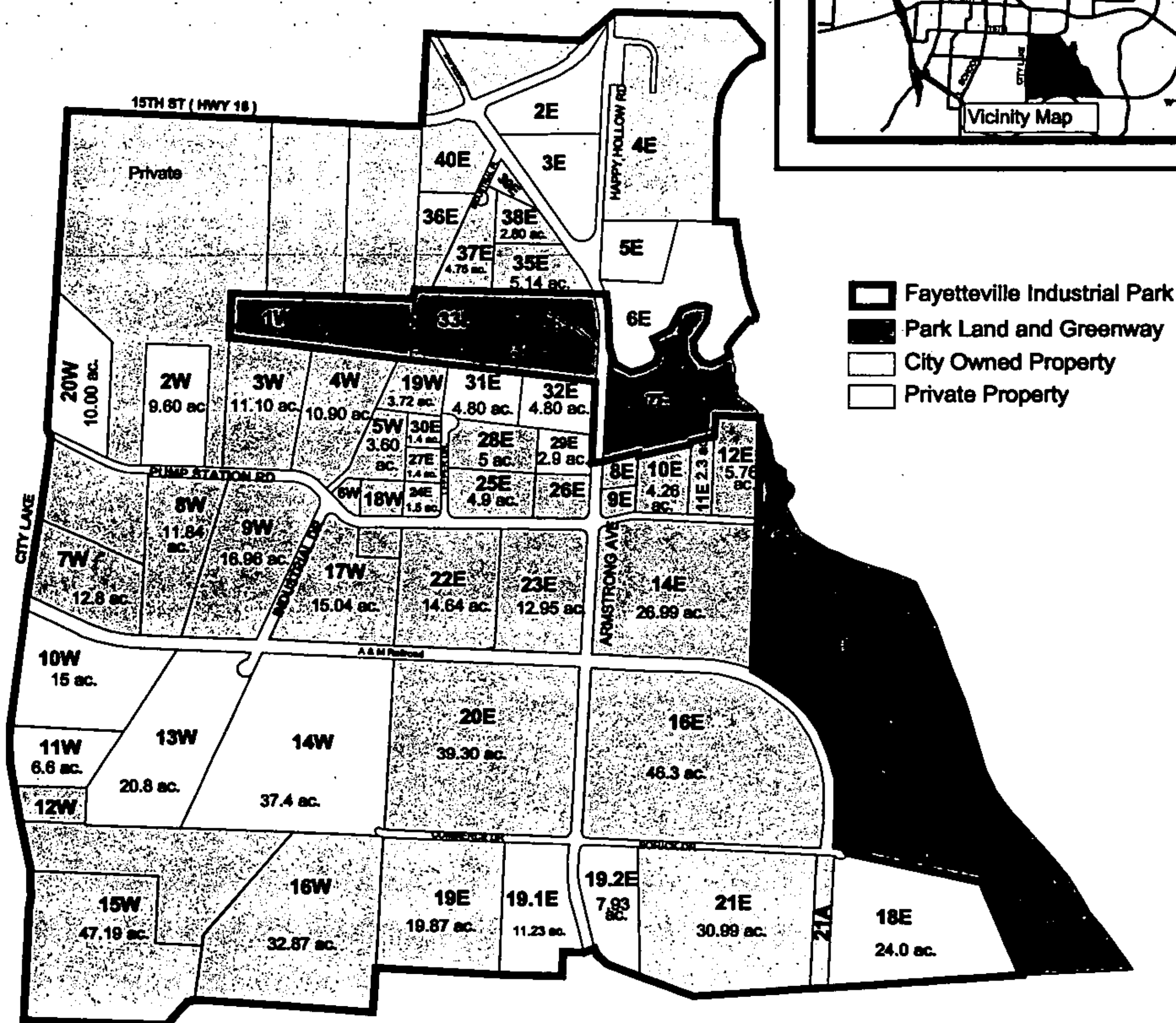
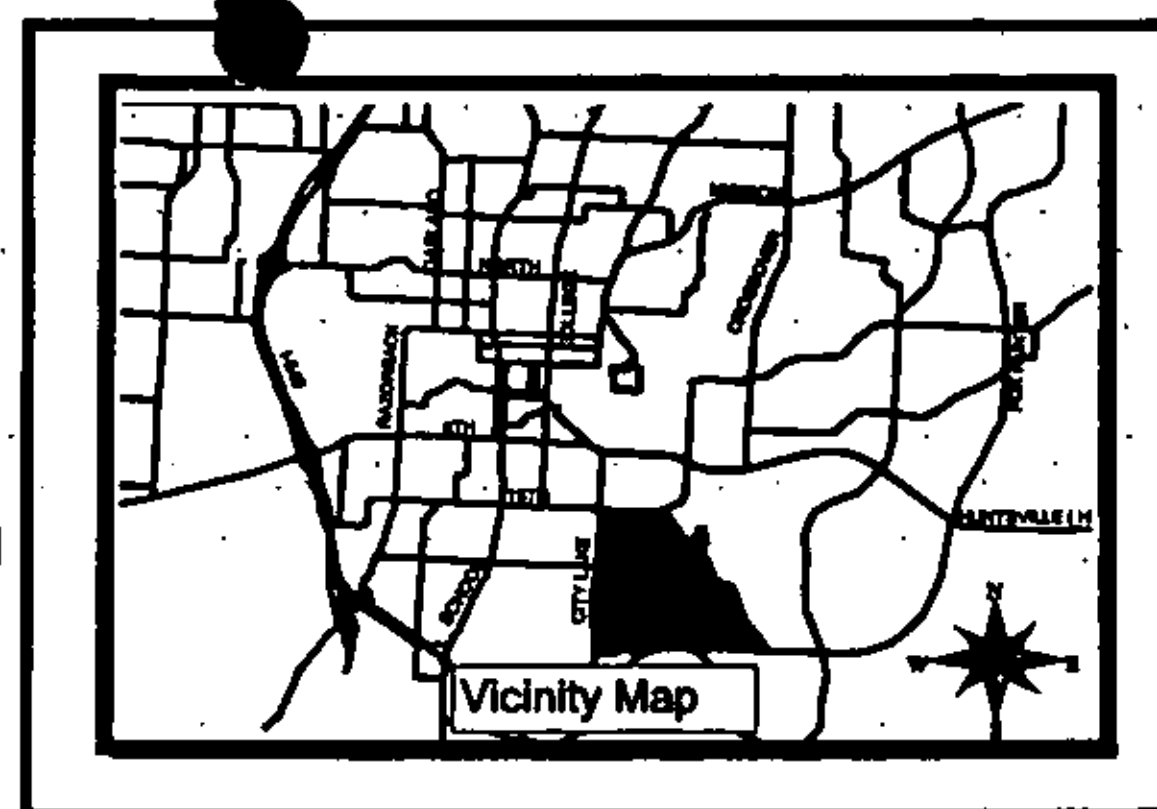
DRAFT

ATTEST:

By: _____

Heather Woodruff, City Clerk

Ind.
B. 3.



Fayetteville Industrial Park Land

EXHIBIT A

1000 0 1000 2000 Feet

March 5, 2002

STAFF REVIEW FORM

RZN 02-5.00
C. 1. Page 1

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2002.

FROM:

Tim Conklin

Planning

Urban Development

Name _____

Division _____

Department _____

ACTION REQUIRED: To approve an ordinance for RZN 02-5.00 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants, Inc. on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

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

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:

Staff recommended approval and on February 25, 2002 Planning Commission voted 8-1-0 to recommend approval and to forward the rezoning to the City Council.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

RZN
C. 1.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-5.00 FOR A PARCEL
CONTAINING APPROXIMATELY 14.84 ACRES LOCATED
WEST OF I-540 AND SOUTH OF POINT WEST PHASE I AND EAST OF
PINE VALLEY PHASE I, FAYETTEVILLE, ARKANSAS, AS SUBMITTED
BY SHAWKI AL-MADOUN OF NORTHSTAR ENGINEERING, INC. ON
BEHALF OF FADIL BAYYARI.

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

Section 1: That the zone classification of the following described property is hereby
changed as follows:

From I-1, Light Industrial/Light Commercial and R-2, Medium Density
Residential to R-1.5, Moderate Density Residential as shown in Exhibit "A"
attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A PART OF THE SE 1/4 OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST,
WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED
AS:

COMMENCING AT THE SE CORNER OF SAID SECTION 6, THENCE N88°47'54"W 1296.52
FEET TO THE POINT OF BEGINNING, THENCE N88°47'53"W 652.09 FEET, THENCE
N55°57'33"W 275.0 FEET, THENCE N34°02'27"E 352.07 FEET, THENCE S55°57'33"E 110.0
FEET, THENCE N34°02'27"E 90.0 FEET, THENCE S55°57'33"E 50.0 FEET, THENCE ALONG
A CURVE, RADIUS 25.0 FEET, DELTA ANGLE 90°, CHORD N77°23'25"E 35.36 FEET,
THENCE S55°57'33"E 90.0 FEET, THENCE N33°41'39"E 657.97 FEET TO A FOUND
MONUMENT FOR THE SOUTHEAST CORNER OF PINE VALLEY SUBDIVISION, THENCE
S56°37'17"E 563.19 FEET, TO A FOUND IRON PIN FOR THE SOUTHWEST CORNER OF
POINT WEST, AND THE WESTERLY RIGHT-OF-WAY OF THE US HIGHWAY 71 BYPASS,
THENCE S33°07'55"W 193.78 FEET, THENCE S35°11'42"W 299.97 FEET TO A CONCRETE
MONUMENT, THENCE S32°24'48"W 261.43 FEET TO A CONCRETE MONUMENT, THENCE
S67°31'21"W 28.54 FEET TO THE POINT OF BEGINNING CONTAINING 14.84 ACRES,
MORE OR LESS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Senior Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: February 2, 2002 *(dates changed 2/20/02)*

RZN 02-5.00: Rezoning (Bayyari, pp 363) was submitted by Shawki Ali-Madoun, PE of Northstar Engineering Consultants, Inc. on behalf of Fadil Bayyari for property located west of Highway I-540 and south of Porter Road. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2 Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: <u>February 25, 2002</u>			
CITY COUNCIL ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: <u>March 19, 2002 (1st reading)</u>			

Comments: _____

BACKGROUND:

The subject property is located along the western edge of I-540 at the south end of Shiloh Drive as it is now constructed. Shiloh Dr. intersects Porter Road to the north and is the major traffic artery for this area. To the west lies a residential area which is zoned R-2 and contains a duplex subdivision. Further west and south of the subject property is a predominantly single family development which is zoned R-1.5. Between these developments is Wildwood Park that was dedicated to the City as a part of each of the subdivision proposals. This park land has not been developed and runs along Hamstring Creek in this location. The subject property as well as the existing park land both contain areas of floodway and floodplain.

This property is currently zoned I-1, Heavy Commercial Light Industrial and R-2 Medium Density Residential. There are nearby industrial developments, mainly the Point West Subdivision (along Shiloh Drive, north of the subject property) which contains several facilities for Budget Text (formerly Arkansas Book Services). South of the property is a large vacant tract of land which is currently zoned A-1, Agricultural.

The R-1.5 zoning that is being requested would permit a maximum of 12 units per acre and will only allow for single, duplex and triplex units. This type of zoning will allow the developer some flexibility in the type of structures and lots that are created. Lot sizes and frontage requirements correspond with the number of units desired for each lot. Apartments (any structure housing more than three units) are not be permitted in the R-1.5 zoning district. Infill development will provide for sufficient density to make more efficient use of public infrastructure. This downzoning will enable greater compatibility with surrounding developments, provide an opportunity for a mix of different housing types and protect the integrity of the Design Overlay District by eliminating the potential for industrial developments in this location.

The applicant has stated in submittal materials that the proposal for this property include the development of "a residential duplex subdivision complete with water, sewer, electric, gas and drainage."

SURROUNDING LAND USE AND ZONING

North:	Industrial, I-1
South:	Vacant, A-1
East:	I-540 / Church, A-1 and Apartments, R-2
West:	Duplexes, R-2

INFRASTRUCTURE:

Access to this property is available from Shiloh Drive which is designated a collector on the Master Street Plan and proposed to be extended to the south through the subject tract connecting with Shiloh Dr. where it is built near Wedington Drive. Right-of-way exists along the south property line for Sycamore Street which would allow it to be extended to the east. This proposed street is located along the south property line of the subject tract. Future access to Pine Valley Subdivision exists through Riverridge Drive and Pine Valley Drive.

Water and sewer lines are available to this site and would have to be extended at the developer's expense as needed. A 6" water line is located along the north side of Sycamore Street and an 8" water line is located along the south side of Sycamore Street. An 8" sewer line exists running north/south along the west side of Porter Road.

LAND USE PLAN: General Plan 2020 designates this site Mixed Use. Rezoning this property to R-1.5, Moderate Density Residential is consistent with the land use plan and compatible with surrounding land uses in the area.

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 proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The General Plan 2020 encourages a mix of housing types which is possible with this type of zoning designation. (Residential Implementation Strategies – 6.3.g “Encourage residential units in appropriate specified Mixed Use areas.”)

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

Finding: Residential developments in this area are fully developed and do not provide for the mix of housing types that this rezoning will create. A change in zoning is required in order for the owner to develop this property in a residential manner.

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

Finding: Traffic generation for residential units in this location will total approximately 11% more than that generated by an industrial development

on the same property. ITE (Institute of Traffic Engineers) trip generation calculations for a townhome type development report an average weekday volume of 1043 vehicles per day (based on a maximum density of 178 units). An industrial park type development on 14.84 acres would generate 937 vehicles per day according to ITE software. Prior to preliminary plat review, staff will require a traffic study be completed addressing capacity and safety issues and any necessary off-site improvements.

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 will alter population density, however it will not undesirably increase the load on public services including schools, water and sewer facilities. The status of the City's sewer capacity is of issue as it would be regardless of the type of development proposed for this 14.84 acre tract.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§161.05 DISTRICT R-1.5 MODERATE DENSITY RESIDENTIAL.

A. Purpose. The Moderate Density Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

B. Uses.

1. Permitted Uses..

Unit 1	City-Wide Uses by Right
Unit 2	Single-Family and Two-Family Dwellings
Unit 26	Single-Family Dwellings
Unit 29	Single-Family, Two-Family and Three-Family Dwellings

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. Density.

Families Per Acre	12 or Less
-------------------	------------

D. Bulk and Area Regulations.

	One-Family	Two-Family	Three-Family
Lot Minimum Width:	60 ft.	70 ft.	90 ft.
Lot Area Minimum:	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land Area Per Dwelling Unit:	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

Cross Reference: Variance, Chapter 156.

F. Building Area. The area occupied by all buildings shall not exceed 50% of the total lot area.

G. Height Regulations. No building shall exceed a height of 30 feet.

(Code 1991, §160.032; Code 1965, App. A, Art. 5(IIA); Ord. No. 3128, 10-1-85)

FEB 7 2002

PLANNING DIV.

PINE VALLEY NEIGHBORHOOD ASSOCIATION

2/07/02

On Friday November 16th a city of Fayetteville notice of rezoning was posted on a piece of property owned by E. Bayyari. The rezoning hearing date was set for Tuesday, November 4, 2001, which was 6 working days later from that date.

Twelve Pine Valley Association members attended the planning commission meeting and provided a list of written concerns they had concerning the zoning changes. Most of these concerns centered around the lack of knowledge as to what the developer wanted to do with the property and the effects of the surrounding property. An association member telephoned North Star Engineering to speak with them regarding this and the phone call was never returned.

Several members spoke at the planning meeting, asking that the rezoning request be delayed until the Findings of Fact on this property would be made available to the association.

The association was told that our concerns and interests were too early in the process and we should attend the city council meeting where it would be brought up on its agenda. We were informed that there would be plenty of time to find out what the developer wanted to do.

Within 3 days of the December 4th meeting of the planning commission, the association was informed by the planning department that the developer had withdrawn his rezoning request.

During the ensuing time, the association spoke with Tim Conklin of the city and conveyed their dismay over the lack of dialogue with the developer. Our concerns involve traffic, drainage, housing unit size and landscaping.

The association has also asked our alderman, Lionel Jordan, to attend a neighborhood meeting and asked for his help in convincing the developer that we were worth being concerned about. Our alderman phoned the developer several times and has not received a return phone call.

The Pine Valley Neighborhood Association is asking the city council to delay the rezoning request until such time as the developer or his representative will meet with the association and their alderman.

NOTE: Nothing was heard from the developer until Wednesday February 6, 2002, 3 days before the city council meeting. He has offered to meet with the association to show us his plans. We are currently attempting to schedule that meeting.

Thank you very much.

Sue Jensen, President of the Pine Valley Neighborhood Association

RECEIVED

NOV 19 2001

Rezoning Case ANZ-01-2500 (ARI-pp 363): C-2 to R-2

PLANNING DIV.

Points of Concern from Pine Valley Neighborhood Association

Contact: Sue Jensen, President, Tel. 587-9385

The subject property is located west of the 540 bypass, northerly of Wedington Drive and southerly of the Porter Road/Mount Comfort arterial. At present it is semi-landlocked, accessed only by a segment of North Shiloh Drive, a two-lane winding street that dead ends on the south. Northerly this 12.22-acre parcel abuts a series of large warehouse and several small businesses; southerly by acreage reserved for a public park. On the west it is bounded by duplex residences inhabited in part by student tenants and in part by resident owners. This combination contributes a heavy inflow and outflow during three critical time periods-7:30 to 8 a.m., noon to 1 p.m., and evening flow from 5 p.m. to 6 p.m.

Shiloh drive provides a northerly exit and entrance to this extensive residential and industrial complex at the two-lane Porter/Mount Comfort road. This substandard arterial entails four separate intersections within 300 feet and two additional easterly intersections within 600 feet. These intersections necessitate left-hand turns, but are devoid of signal lights and left-turn pockets. School buses, emergency vehicles, large trucks, and private vehicles turn both left and right at the two ends of Shiloh that touch the artery and at the four 540 ramps.

This rezoning petition comes before the planning board in the feasting and fasting period when many of the affected residents are rushed for preparation of family events. The rezoning could not be better timed to divert adequate attention from this land-use change that significantly impacts all of Fayetteville.

Not less disturbing is the unexplained absence of the "finding of fact" that we understand is a normal part of the rezoning record. These two coincidences border on irregularity and call for a delay in the process until the documentation can be repaired.

The parcel along with the existing enterprises occupy a strategic distribution point. Route 540 provides ready access to interstate-quality roadways to markets in all four directions. The result is an employment center on Shiloh Drive that most communities would look on as a net plus, were they so favorably located. The possibility that this advantage will be permanently lost to Fayetteville is another feature that merits a thorough analysis before it is hastily discarded. A brief pause in the rezoning process is not too high a price to pay when considering the trade-off from light industrial to residential usage.

Resident of the Pine Valley Neighborhood Association are willing to meet with the developer to gain his views on these and other matters listed below. In fact, we believe that such an exchange is mandatory before the rezoning process continues. We need enforceable assurances on the following points of concern:

[More]

PAGE TWO OF TWO PAGES

- A. A final determination of the number of units per acre;
- B. A map of the drainage and flood plain with estimates as to the discharge of overflow on developed properties to the west;
- C. Adequacy or inadequacy of the existing sewerage network and projections from Oklahoma's objection to discharge of treated wastewater into the Illinois River basin;
- D. Roadway interconnections to the westerly Pine Valley subdivisions.
- E. Access for fire, rescue, and police vehicles along with garbage and dumpster trucks;
- F. Prospective off-site access to the south across park land, including a bridge over the creek that drains it.
- G. Provision of traffic-signal lights on Porter/Mount Comfort road at the two intersections with Shiloh Drive. Such accommodation for the additional vehicle load is essential to the safety both of existing residents and those to come.

Even at the present time, the two Shiloh exits and entrances at Porter Road demonstrate an arrangement for maximum risk. Without signal lights, additional traffic from the new housing amounts to pre-engineered casualties of indefinite duration. Only the precise identities of the future victims are lacking. The decision for accident prevention or accident permission will be made by the members of this board at this hearing. That decision is worth the slight delay to work out remedies that are appropriate and reasonable.

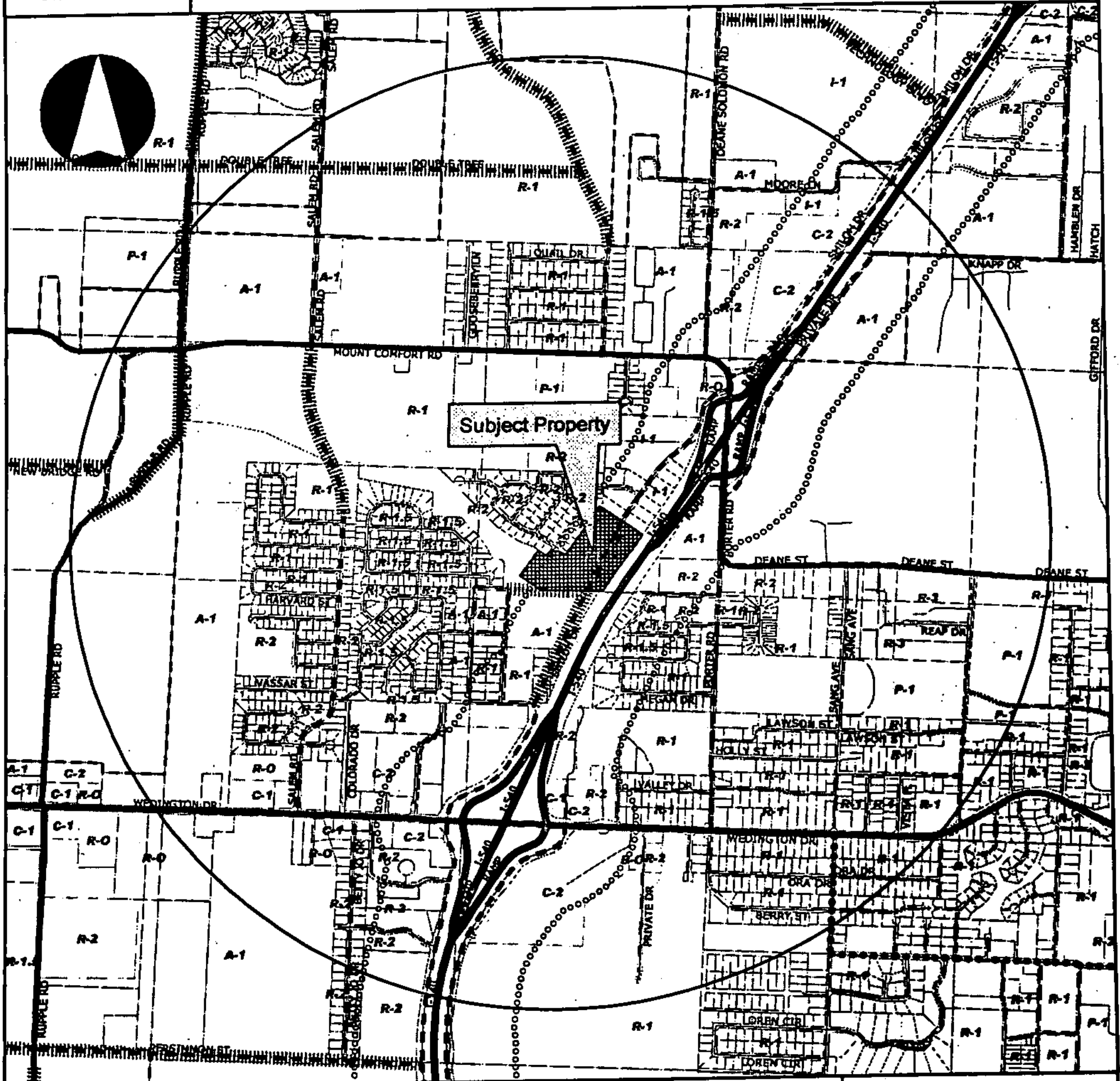
Sue Jensen
President

Pine Valley Neighborhood Assoc.

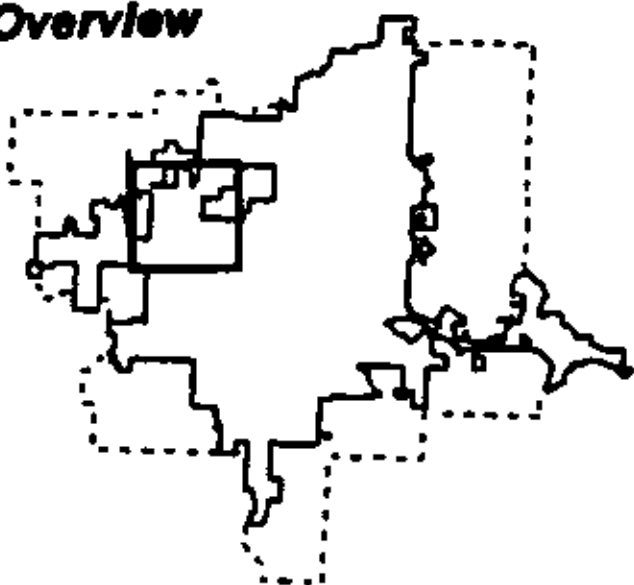
RZN02-05.00

One Mile View

BAYYARI



Overview



Legend

Subject Property

RZN02-05.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

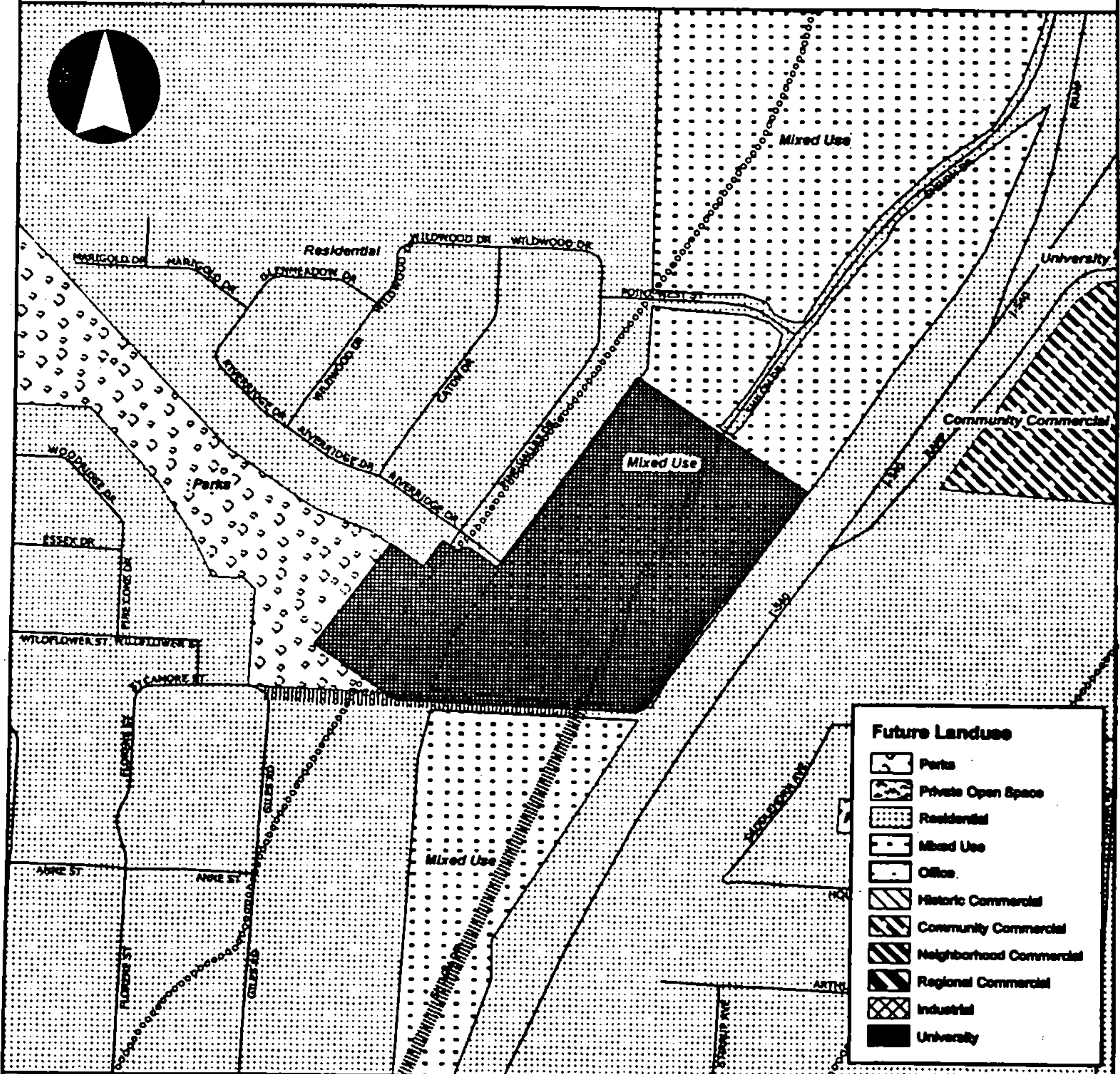
Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

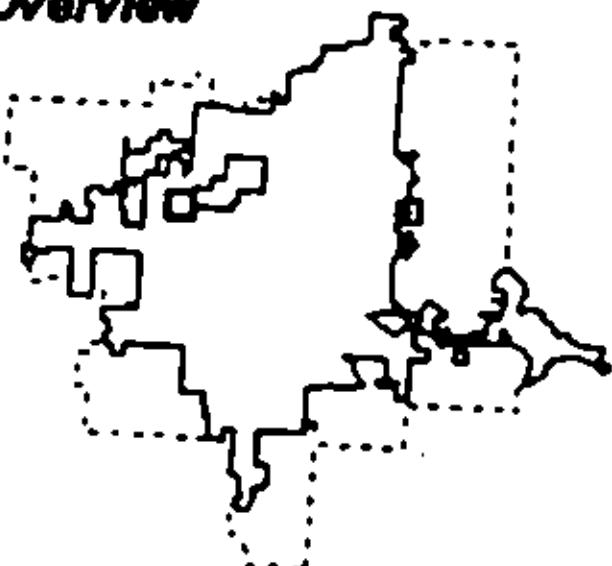
RZN02-05.00

Future Landuse

BAYYARI



Overview



Legend

Subject Property

RZN02-05.00

Streets

Existing

 Planned

Boundary

Planning Area



Overlay District

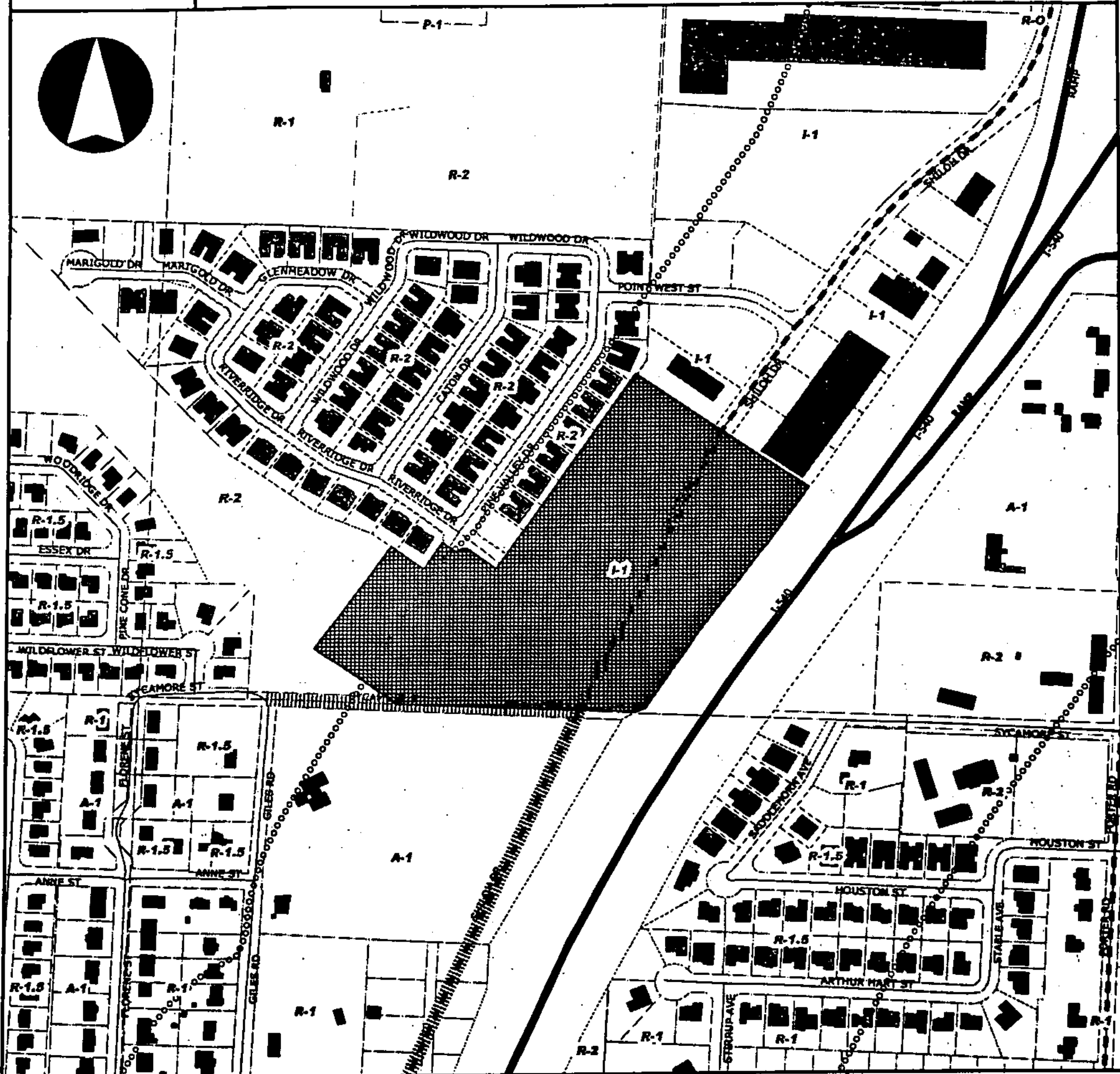
☐ City Limits



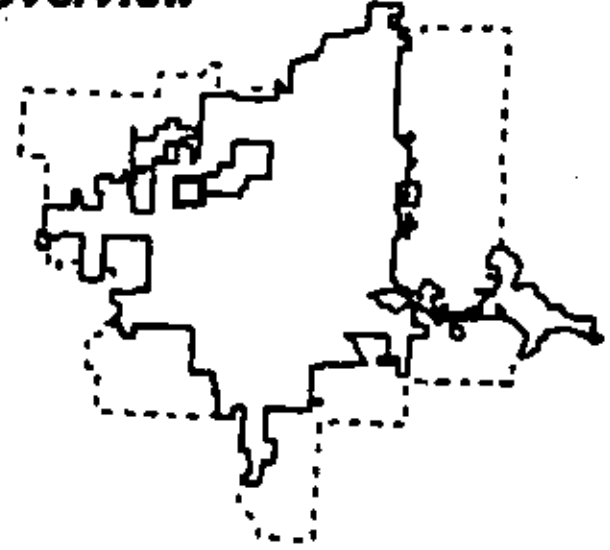
RZN02-05.00

Close Up View

BAYYARI



Overview



Legend

- | | | |
|---|--|--|
| Subject Property
[Cross-hatch pattern] RZN02-05.00 | Boundary
[Dashed line] Planning Area
[Dotted line] Overlay District
[Solid line] City Limits
[Stippled area] Outside City | Master Street Plan
[Thick wavy line] Freeway/Expressway
[Medium wavy line] Principal Arterial
[Thin wavy line] Minor Arterial
[Dashed line] Collector
[Dotted line] Historic Collector |
| Streets
[Solid line] Existing
[Line with sunburst] Planned | | |
- 0 125 250 500 750 1,000 Feet

Planning Commission
November 26, 2001
Page 22

RZN 01-25.00: Rezoning (Bayyari, pp 363) was submitted by Shawki Ali-Madoun, PE of Northstar Engineering Consultants, Inc. on behalf of Fadil Bayyari for property located west of Highway I-540 and south of Porter Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.22 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Estes: The next item on our agenda is item number 7, RZN 01-25.00, this is a rezoning request submitted by Northstar Engineering Consultants, Inc. for property located west of Highway I-540 and south of Porter Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.22 acres. The request is to rezone to R-1.5, Moderate Density Residential. Staff recommends approval of the requested rezoning based on the findings included as a part of your report. Is the applicant or the applicant's representative present? If you have a presentation that you would like to make would you please state your name and provide us with the benefit of your presentation.

Al-Madoun: My name is Shawki Al-Madoun, Northstar Engineering, I'm here on behalf of Fidel Properties. This particular property is requesting rezoned to R-1.5, on the north side of it is industrial, on the east across I540 is mainly apartments on the west side, there are R-2 duplexes on the south side and of course there is vacant property. We appreciate your consideration of this request and I will be more than happy to answer any questions.

PUBLIC COMMENT:

Estes: Commissioners, do you have any questions at this time? Is there any member of the public who would like to comment on this requested rezoning, 01-25.00? If so, would you come forward to the microphone please, state your name and your address and provide us with the benefit of your comments.

Jensen: Thank you. My name is Sue Jensen. I live at 1980 Caton Drive. I am the representative of the Pine Valley Neighborhood Association. We have a number of our people here this evening. I believe you all have in your packets a letter that one of our members has put together stating our concerns. We would like to know, we would really like to know before the zoning is changed, what actually is in mind for the property. We were told by the City Planning Department that there was no finding of fact, they did not have anything for large scale development, they had nothing in the way of prints. We do not know anything about access and egress. We're having a terrible time with that because we only have one access and that out onto Mount Comfort. We're looking at a tremendous number of changes in our area and it is going to be affecting all of us in a variety of ways. We would like to know about it at the beginning as opposed to after the fact. I made a call

Planning Commission

November 26, 2001

Page 23

two weeks ago to the engineering firm to inquire about it, I left my name and number, I have not had a return call. We have had no help from the city Planning Department. They say that they don't have anything. We are here tonight to ask you if you would consider tabling it please until we can find some of these things out and see what can be worked on.

Estes:

Thank you Ms. Jensen. Tim, in response to some of Ms. Jensen's concerns and the neighborhood association, could you give us a brief summary please of what we have before us that is a rezoning request and that we do not have a large scale development request or the preliminary plat and how that goes through the process and when we will see that and when the appropriate time will arise to address what I understand to be Ms. Jensen's concerns and the neighborhood association's concerns.

Conklin:

Sure. This evening, we have an applicant who has applied to change the zone from heavy commercial, light industrial to R-1.5, Moderate Density Residential, which allows single family duplex, triplex uses. Before someone can submit a large scale development or preliminary plat, they have to have the zoning in place for the type of project they're going to be developing on this type of property. If we had a developer who wanted to utilize the current heavy commercial, light industrial zoning that is already there, they would submit plans for a large scale development or a preliminary plat and at that time we would consider street connections, what the developer's responsibilities would be with regard to extending streets and participating in offsite improvements. However, at this time, this evening we're looking at should this property stay heavy commercial, light industrial or should it be rezoned to R-1.5, moderate density residential. What you are considering tonight is land use, how the property should be developed in the future. Currently it is the heavy commercial, light industrial. We do not allow individuals to bring large scale developments or preliminary plats to us in zoning districts that do not allow for those type of uses so the applicant would not be allowed to provide to us a preliminary plat on this piece of property for duplexes since duplexes are currently not allowed on this piece of property. After the Planning Commission makes a recommendation, if you make a recommendation to approve it, it will automatically go forward to the City Council. Zoning changes, by ordinance, it takes three readings at City Council. Typically, you'll at least have two meetings at City Council. If it is denied, the applicant can appeal within ten working days to the City Council and the City Council will make a final decision and based on their decision on the zoning, if they change it to R-1.5, the applicant and developer will be able to proceed with plans to develop it with those allowed uses which would be a single family duplex or triplex uses. He would submit to the Planning Division a large scale development, preliminary plat, we would go through a similar process, there would be one additional public hearing at the Subdivision Committee level, at that time we will look at streets, sidewalks, water, the typical improvements the developers are required to

Planning Commission
November 26, 2001
Page 24

----- participate in-plus offsite improvements.

Estes: Thank you Tim. Tim, the property is presently zoned I-1, the request is to rezone to R-1.5, is this typically referred to as a downzoning?

Conklin: Yes, typically we refer to those as downzonings when we're actually removing the rights of individuals to develop it more intensely. The I-1 zoning does allow for warehousing, ministorage, car sales, those type of uses. The applicant is asking to change the zoning to no longer allow those type of uses and to allow for residential types of uses on this piece of property.

Estes: Thank you Tim. Is there any other member of the audience who would like to comment on this requested rezoning?

Campbell: My name is Samuel Campbell, I live at 1881 N. Pine Valley Drive which is that housing area, mainly duplexes, west of the proposed development. I think the main consideration here is not just this parcel by itself but what is taking place along the Porter Road, Mount Comfort arterial. I believe it might be in the knowledge of the Commission that there are pending developments at that intersection of Shiloh with Porter Road. One on the south and one on the north. The traffic at critical hours from 7:30 to 8:00 a.m. is already dangerously congested as you are aware, Porter Road has a curve in it along there and as cars sweep around the curve, in spite of the warnings to the contrary, they come pretty fast and cars pulling out of Shiloh turning sometimes left and sometimes right constitutes already a dangerous situation. Police Department should be called into this and testify from their point of view. I don't think there is any particular rush on this to do something with the strategic piece of property. I believe you have some papers there that indicate that this is strategic from a distribution standpoint, it is a warehousing area, a small business area. It communicates to other points in Arkansas and Oklahoma with high quality roads. Therefore, as a plus for any city that has this type of surface communication. However, even so, I believe the sentiment in our neighborhood is not to stand in the way of progress but it does seem that it would raise a question requiring some study when you sacrifice a strategic job area, employment center for a housing area. Each one of the bedrooms that you foresee here will account for a motor vehicle. What people in Arkansas do when they send their offspring to the University of Arkansas, they buy them a little red car, a cell phone and send them off to meet the real world. When they send them there they are sending them into what is already a traffic jam. I think that what you would do is you would take some time on this and you would study the access, you would study the other developments that are taking place that will also add to the congestion. You would probably look at some egress to the south to drain off part of the little red cars. My point

Planning Commission
November 26, 2001
Page 25

is to take some time and do it right.

Estes: Thank you Mr. Campbell. Is there any other member of the audience who would like to comment on this requested rezoning, 01-25.00?

Albert: My name is Dianna Baine Albert and I live at 1860 Pine Valley Drive. My property faces the property in question. What I am most concerned about is the Planning Commission was very helpful in providing this little map to us about the flood plain. Where the property that they are talking about rezoning, it faces directly behind me. There is a huge, big gully that runs through there and I've always been really concerned when it rains. There is a big ditch that actually floods my back yard. I'm extremely concerned about what we're going to do if they rezone to what it is going to do and how they are going to fix this. On this, it shows where there is a hundred year flood plain. Right exactly, I'm sure that you all have seen this, it shows exactly where there is a huge flood plain, the whole piece of property is. What kind of drainage would go in there, I live at the very end that faces exactly back towards it. There is a piece of property right directly beside me to the south that I wanted to purchase, just to have and they told us that nothing could ever be built there because it was a flood plain. They couldn't build another duplex there or anything. We've cleaned out a lot. Directly behind us they told us that even if they built a big factory they would have to do something, that was two years ago when we first purchased the property. That is a major concern to me about what they are going to do about that.

Estes: Thank you Dianna. Is there any other member of the audience that would like to comment about RZN 01-25.00? Seeing none, I'll bring it back to the applicant for any comments or rebuttal.

Al-Madoun: Mr. Chairman, I probably need to clarify a few things. My office did receive a request from Ms. Sue, she asked some questions wanting to know about the property. We did pass that to Mr. Fidel Bayarri. He unfortunately tried, in my presence twice, to contact Ms. Sue and he wasn't successful. He instructed me to pass on his phone number for any concerned citizen to ask what he wants to do and he did direct me to share this with you that on this property that he is looking at 36 total lots, duplexes. It is going to be as part of the design, we will be taking into consideration the floodplain and all other requirements. This is one of the reasons we changed the zoning request from a higher density to a lower density, simply because we're going with 36 lots, although the zoning allows us to go almost up to 144 units, I'm sorry. We're only going only a % of that capacity. I will be more than happy to answer any questions for the citizens at any time. I will pass on my number and my client's number.

Planning Commission
November 26, 2001
Page 27

and be required of the developer to make that connection. This property has many issues with regard to future street connections and offsite improvements and I've not sat down with our City Engineer and reviewed any development proposal because right now we're looking at the rezoning phase. In the past when we've worked with developers with preapplication meetings we have had discussion with regard to extension of Shiloh to the south and future connections across Hamstring Creek.

Bunch: One of the things that seem to be a concern here is the traffic. Eventually, if all of this builds out Shiloh and Sycamore will both be connected to something and will be alternate routes but as it stands right now, even this point west road is not a good situation because we have a subdivision that only has one way in and out that doesn't have connections to anything else until other subdivisions go in next to it and provide those connections. I was just wondering, it is hard to tell if there is anything to the west on Marigold Drive if there is any connection to anything there.

Conklin: There is a stub out back to the north but there is vacant property to the north.

Bunch: Ok, so this is a subdivision that is going to be dependent upon other developments around it to have multiple access. I'm talking about the Pine Valley Subdivision, the one that is already in existence.

Conklin: Yes...

Bunch: Until other developments develop around it and put in the needed infrastructure to spread the traffic out.

Conklin: That is correct.

Hoffman: I would like to address some of the neighborhood's concerns about the type of zoning. Mr. Bayari has provided us with the trip generation calculations for both an industrial park and 146 dwelling units and residential in town house construction and I would like to go ahead and ask the applicant to come back up and explain these numbers and talk with staff the impact on the proposed Sycamore Street after we talk about the trip volume numbers. I don't know if the neighborhood association has gotten a hold of this but it looks to me as though you've compared the industrial development with the residential development and could you explain the differences please?

Conklin: Actually those are trip generation rates from our software, we ran those.

Planning Commission
November 26, 2001
Page 26

- Estes: Thank you. Any other public comment before I close the floor? The floor will be closed to public comment and I'll bring the item back to the Commission for discussion, questions or motions.
- Allen: I thought Tim, that it might be helpful for you to tell the neighbors the kinds of buildings that might be able to be allowed under right right now with the R-1.
- Conklin: Sure. Just to the north of this is I-1 and you can see what is developed there. Other uses allowed, ministorage, warehousing, car sales, pretty much most of the things that you see on commercial corridors like College Avenue would be allowed on this property. Rezoning it does allow us to control a little more of what goes on there. In I-1 if you do industrial uses, we don't have any design standards with the building materials. If you had a ministorage there you would potentially have metal buildings or that type of thing. The R-1.5, if it is rezoned and they bring a development through, I have given the park land dedication ordinance. I'm not sure whether that will be used to help preserve and keep out of areas that are in the floodplain, floodway. That is kind of what the developer did in Pine Valley and Pine Crest, that is why there is a park there. The city is trying to develop a greenway trail system and using part of that open space. With regard to the improvements, those will have to be considered at the time of development. If it stays I-1 when they come in the Planning Commission will have to deal with that and look at what the ordinances require and the studies that will be required to be performed to do this type of development, either commercial or residential.
- Estes: Any other discussion?
- Bunch: Yes, a couple of questions for staff. Even though this is zoned I-1, it is in the overlay district so wouldn't there still be some design standards or do they not apply in I-1?
- Conklin: If it is industrial uses, we haven't been allowed to apply those for the industrial areas.
- Bunch: Even in the overlay district?
- Conklin: Even in the overlay district, we're limited.
- Bunch: One other question, it is hard to tell from the maps that I have. Is there any access to the Pine Valley subdivision other than point west?
- Conklin: There is a stub out, River Ridge, that was required as part of Pine Valley. However, that stub out wasn't actually built. That would be something that would have to be discussed

Planning Commission
November 26, 2001
Page 28

Hoffman: Ok, can you explain them then please?

Warrick: In order to determine a difference in the existing zoning and the proposed zoning I ran, using the ITE trip generation software, a summary report of 12.22 acres developed industrially that generated a traffic volume, weekday two way volume of 771 vehicles and then I utilized the R-1.5 zoning on 12.22 acres at the maximum density, which is twelve units per acre, which would be 146 dwelling units and generated a traffic volume based on that information which came up to 856 vehicles per day, there is about a 10% increase in the residential if it is developed at its maximum density which would be 12 units per acre.

Hoffman: Now I realize, I know we don't have any bills of assurance or anything like that but they're discussing 72 units per acre.

Warrick: Which is about 1/2 of what this was calculated at.

Hoffman: Right, so then we would see a net decrease in the amount of traffic based on what we've been told. Thanks Dawn, I wanted to make sure I was reading that right. The second thing I wanted to bring up is that anytime we look at a residential development connectivity is a big thing. I'm not sure how this would work with regard to connecting to River Ridge if it hasn't been built out, how close is it to this property line?

Conklin: It is one lot deep.

Hoffman: Is it that floodway deal, does it need a bridge or something?

Conklin: No, just for some reason it wasn't built. I haven't been able to determine why it wasn't built.

Hoffman: Is that something that would fall to the city to do should this rezoning be approved and the development go forward to get te connectivity between this development and I'm assuming the future Sycamore Street which is shown on the south edge of the property.

Conklin: The city probably wouldn't do that, the developer would be required to do that.

Hoffman: Ok.

Conklin: We require that of developers as an access issue.

Hoffman: I wonder if we can address the drainage questions more specifically, I know Ron is gone.

Planning Commission
November 26, 2001
Page 29

Conklin: Sure, at the time of development application we do have a floodplain ordinance and a grading ordinance and a storm water ordinance. All three of those ordinances will have to be followed with regard to the floodway and the floodplain. There are specific regulations with regard to what you can and can't do within those areas and if you do zone to those areas you have to engineer it so it doesn't cause potential increase in flooding in a floodway area. The storm water ordinances require that predevelopment and postdevelopment flows during the peak storm be either detained in a detention pond or they are shown to be better released in a stream up front before a flood occurs. The grading ordinance requires erosion control and other items to make sure that we don't cause future problems down stream. All of that would have to be engineered, that is done through preliminary grading drainage plan as part of the submittal for preliminary large scale development.

Hoffman: Right, I just wanted to touch all of those points. I'm going to support this and actually make a motion for approval but to let the concerned neighborhood know that there are plenty of protecting ordinances to address your concerns and that there will be additional opportunity for public input and I'm sure that it sounds like you have been playing phone tag with the developer. You can get together prior to the next public meeting, which will be City Council. With that being said, I'm going to make a motion for approval of RZN 01-25 with the specific findings in agreement with the findings of the staff for R-1.5 residential zoning.

Estes: We have a motion by Commissioner Hoffman to approve RZN 01-25, is there a second?

Ward: I'll second.

Estes: We have a second by Commissioner Ward, is there any discussion?

Conklin: I just want to make sure that you did receive that letter from Conway Therapy Services from Greg Wren. He states in his letter "My property is not within the 300', therefore I did not receive any notification of the rezoning but this rezoning will affect my property. Another property owner notified me as you will see in another letter from the other property owners, there are some concerns that need to be answered before this request is granted. I would hope that the Planning Commission, City Council, Mr. Bayyari and Northstar Engineering would address these concerns before making a final determination, even if it delays the decision for another month." Just to respond to the 300', our ordinances in Fayetteville require that adjoining property owners be notified, not the 300' requirement.

Planning Commission
November 26, 2001
Page 30

Estes: Thank you Tim.

Allen: I didn't want to be presumptuous enough to presume to know what the property owners might feel since I don't live in that area but I didn't know whether they all realized that the property already has the divine right of being a potential College Avenue without any of these protective ordinances that you would have if we do the downzoning so that it does come back through us and we can have some control over what is and how it is designed and what it looks like so that your neighborhood won't have metal buildings and carwashes and storage units in that area.

Marr: I think I will support this motion but I want to make you clear that I think that the Pine Valley Neighborhood Association has brought some very legitimate issues that are more and most appropriately addressed at large scale development. For me certainly I just want to make sure that it is clear to the developer that it is important to work with this group and address those issues prior to coming here. It will save all of us a lot of time because I certainly have the same issues, not relative to zoning, but to ingress and egress from this site which is a big concern of mine on how we do that. Looking at this information in front of me I will support the rezoning but there is going to be a lot of information, at least from my perspective, that I want to see relative to these individual's concerns when it comes back through.

Estes: Thank you Commissioner Marr, any other discussion?

Ward: Staff might briefly touch on the extension of Shiloh and putting a bridge in there south of this property, that is in our Master Street Plan and I'm sure the developer is going to have to partake in paying for part of that right?

Conklin: Yes, we have had this conversation probably two or three times already and preapplication meetings with other developers who are looking at developing this property, heavy commercial, light industrial. That is something that we will definitely have to consider. We required the developer of Pine Crest, I'm not sure if Pine Valley participated in the money for a bridge for Salem Road also so it is not uncommon that we look at that. Probably one reason why this road is not constructed is the city has been waiting for a developer to develop this piece of property, extend the road and participate in some type of project to cross Hamstring Creek. It has sat there for some time. That is something that we will definitely have to take a look at and work out in the way of a rational nexus formula.

Ward: Thanks Tim.

Planning Commission
November 26, 2001
Page 31

Estes: We have a motion by Commissioner Hoffman and a second by Commissioner Ward to approve RZN 01-25.00, is there any further discussion?

Hoffman: I want to clarify for the neighborhood association just how many meetings there are. As it goes through it will go to City Council, you'll have opportunity for input then. If it is approved, it has to go through the Technical Plat Review with the city staff and the Subdivision Committee before it ever comes back to the Planning Commission. There will be lots of opportunity for input on your questions and I think everybody's sentiments that these items do need to be addressed. That is all I had to say.

Estes: Any further discussion? Yes Sir.

Neighbor: I didn't know if there was any discussion regarding the rental values and how this new subdivision would affect the rental values. I think all of us as property owners, not only the ingress and egress and the amount of traffic that is going to be produced from that subdivision but Mr. Bayarri and the development company plans on building out there regarding these rental rates if they are duplexes, triplexes or whatever. There is a medium out there that we need to be careful with. If a bunch of triplexes go in there and they rent for \$200 to \$300 less per month than we're getting right now then that is going to be a tremendous detriment to our property values. Not only the physical aspects, draining aspects and everything else that is involved in this thing and I hope you and City Council and everyone else will consider that the property values be addressed. When I go get an appraisal made on my property value, they have to look at the rental rates around us so if the rental values of this new subdivision are going to be \$100, \$200, anything less than what we get now, then it is going to be a detriment to us and definitely a shortfall from what our values are now so I hope the Commission and the Council will consider that as well.

Estes: Commissioners, are there any other questions or comments? We have a motion by Commissioner Hoffman and a second by Commissioner Ward to approve RZN 01-25.00, any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve RZN 01-25.00 and to forward it to City Council was approved by a vote of 8-0-0.

Estes: The motion to approve RZN 01-25.00 passes by a unanimous vote, this is advisory only to the City Council, it now goes forward to the City Council for a determination. The first reading will appear on the December 18, 2001 meeting of the Fayetteville City Council.

RZN 02-5.00: Rezoning (Bayyari, pp 363) was submitted by Shawki Al-Madoun, PE of Northstar Engineering Consultants, Inc. on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Estes: The first item of business is a rezoning request submitted by Northstar Engineering Consultants, Inc. for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to downzone to R-1.5, Moderate Density Residential. Is the applicant present? If so, would you come forward and make the presentation that you would like to make at this time.

Bayyari: Yes Sir. We met with the neighbors...

Estes: Would you state your name please and give us your address for the benefit of the recorded record?

Bayyari: My name is Fadil Bayyari; I'm the owner of the property in question here. I live on 2880 Carley in Springdale.

Estes: Thank you.

Bayyari: We met with the property owners last week and drafted covenants and restrictions that I propose to go with the duplexes if we get to build those. We discussed them at length and I guess your question would be to them now whether they are satisfied or not.

Estes: Does that conclude your presentation?

Bayyari: That is about it.

Estes: Thank you Sir. Staff does recommend approval of the requested rezoning based on the findings that are included as a part of your staff report. Does any member of the audience wish to comment on this requested rezoning? If so, would you please come forward and state your name and your address for the benefit of the recorded record and provide us with the benefit of your comments.

Jensen: My name is Sue Jensen, I live at 1980 Caton Drive, which is in the Pine Valley subdivision. We have met with Mr. Bayyari twice. We have had very involved conversations regarding the differences between restrictive

covenants and Bill of Assurances. Mr. Bayyari has assured us that he is very willing to work with us and we have talked about restrictive covenants. We have found out however, that the restrictive covenants are not enforceable and certainly not by us because we do not own any property over there. We would like Bill of Assurances. We have asked Mr. Bayyari for this. He was quite emphatic that he felt he could not give it and that is what we are concerned about now. Mr. Bayyari has told us he is going to sell the property. It is our understanding that the Bill of Assurance stays with the property, which would not be putting Mr. Bayyari or anything else of his at risk because it would be sold off and continue with the land itself to whomever he sells it to. We would like to continue to work with him. We would like to see if we couldn't iron this out. Our concerns are that the area that would be developed without a Bill of Assurance could become detrimental to our property. If there are merely restrictive covenants, there is going to be no way of enforcing them from anyone. That would allow the whole possibility of that area being something that Mr. Bayyari doesn't really intend and is going to be beyond everyone's control. Thank you very much.

Estes: Thank you Ms. Jensen. Is there any one else that would like to provide comment on this requested rezoning?

Cryder: My name is Lane Cryder, I live at 2876 River Ridge Drive in Fayetteville. That is also in the Pine Valley subdivision. Again, as Sue stated, there have been several meetings with the developer. I don't think that anyone disagrees that he is willing to work with us and that has definitely been an enjoyable change. I don't disagree with the fact that it can be rezoned and be rezoned properly. The Bill of Assurance is the issue at hand. The one thing that I would dispute, not necessarily with anything that the developer is doing, but with the finding of facts; as anyone who lives in these types of areas knows in a college town, the findings of fact states the density is such and such and the traffic count can be such and such is based on typical findings for those types of developments. However, in a town where all the developments are full of college students, if it is a three-bedroom townhouse or three-bedroom condominium then there are three people living in them and then there are three boyfriends or girlfriends that is six people in nearly all of those. That is the case with our subdivision as it stands right now. The traffic count is much higher than it would normally be when predicted by these types of numbers. Saturday night, this is an example that goes on all the time, on a nearly every weekend basis. At 2:00 a.m. there were five police cars responding to an altercation and a party and a fight out there. The property managers were out there. This is typical and I think this is the concern that the property owner's in that subdivision have, that this will continue. Again, I don't have a problem with Mr. Bayyari's development or the rezoning but the issue that

it be done to a certain set of standards and it is not anything less than we have now would be my concern. Thank you very much.

Estes: Thank you Mr. Cryder. Does anyone else wish to provide comment on this rezoning request 02-5.00? Yes Sir, please come forward.

Campbell: My name is Sam Campbell. I live I in the Pine Valley neighborhood over there. This is, as described by Mr. Bayyari, this is certainly superior to those colossal fire traps that I see being built along I-540 that have been approved apparently by your board. We like it. We like the street pattern he described. The problem is that the piece of paper that assures the building will be as he plans. He is the developer, not the builder. He is planning, as described to us, brick exteriors and duplexes rather than a multiplex frame structure that we see going up all over that end of town. Our problem is a piece of paper really. It is probably the City Attorney and Mr. Conklin there describing to us what is needed in the way of assurances. Thank you.

Estes: Thank you Mr. Campbell. Does anyone else wish to comment on this requested rezoning? Yes Sir.

Irwin: My name is Jim Irwin, I live in the Pine Valley subdivision too. I guess I built my duplex out there because I liked the way that all the duplexes all met some kind of standard to them. After looking around the neighborhoods in Fayetteville and some of the other duplexes, some of them were mainly owned by leasing companies around the neighborhoods and stuff like that. Our neighborhood is much more of a owner occupied owner and they all meet certain standards, they are nicer duplexes, more of what a family house would be like in the way of standards, minimum requirements, sizing of yards and the way they are maintained and stuff. My concern is that another subdivision being put in there that would lower the standards of our subdivision just by being around the neighborhood is my concern. As long as we can meet with Mr. Bayyari about certain standards and getting him to agree that the builders will meet those same standards, I have no trouble with that. Like I said, we worked with the covenants and that is what concerns me. The covenants, like previously said, they are not enforceable by anyone in our homeowner's association. We, as homeowner's in our neighborhood, don't have any objection to that homeowner's association in that neighborhood. That was a concern of ours, that is why we like the Bill of Assurance so much because those are being set between the city and the builder so thank you.

Estes: Thank you Mr. Irwin. Does anyone else wish to provide comment on this requested rezoning? Seeing none, I will bring the matter back to Mr.

Bayyari. Mr. Bayyari, do you have any comments or rebuttal that you would like to offer in response to the comments that we have just heard?

Bayyari: Yes Sir. Frankly, I don't understand what kind of assurances you want me to provide to you at this moment for the neighbors. I tried to tell them that I did sign some Bill of Assurances before and they came to haunt me years later and I think Mr. Kit Williams knows about that. My cards are on the table. I am going to develop this property and I am going to sell the lots. I may choose to build some of those duplexes and I will build them exactly to what I told them I was going to build them as per the covenants. If I choose to sell these duplexes it will be my right to do so. What can I assure them? I can't assure anything after that. It is up to the owners of the properties themselves once it is owner occupied or invested to comply with these assurances and maybe the city needs to provide some teeth into these covenants so to speak. I don't know how I can assure something that I have no control of later on once the property is sold. That is all I can say at this moment.

Estes: Thank you Mr. Bayyari. I will now bring the matter back to the Commission for discussion, questions of the applicant and motions. Let me say this for the purpose of a clarification. It is not permissible for the city to require that the applicant provide a Bill of Assurance. Should the applicant offer a Bill of Assurance, then that Bill of Assurance may be accepted by the city but it is not permissible for this Planning Commission or for the City of Fayetteville to require a Bill of Assurance as a condition of approving a rezoning request. As for the restrictive covenants and the enforceability of the restrictive covenants, there is a distinction. The restrictive covenants may not be enforced by the city, they may, however, be recorded on the plat and be made a part of the permanent plat that is of record in the courthouse. The person who may then attempt to enforce those restrictive covenants is a landowner. There is a very important distinction but I want to make it very clear that this Planning Commission may not require a Bill of Assurance as a condition for approving this rezoning request. Mr. Bayyari, I have a question Sir. We have seen this once before and now we are seeing it again. What is the explanation, why is this being brought to us a second time?

Bayyari: I am trying to remember. I think the meeting with the neighbors wasn't accomplished. Although, they had all the time they wanted to meet with me. If I remember, when I came here the first time it was tabled because we hadn't met with the neighbors although, it wasn't my fault.

Estes: This rezoning request was tabled at the request of the neighborhood association but before this rezoning request, we heard a previous rezoning

request and that was granted unanimously by this Commission. Why are we hearing this again for a second time?

Bayyari: Ok, I think there were a couple of other acres that were not brought into the parcel so we will have more lots and have enough property to provide some park land.

Estes: What I am struggling with and I am going to direct this to Mr. Williams in just a moment; is why are we hearing the entire request once again? We have already acted on approximately twelve acres. Why are we hearing the same request again? Mr. Williams, is that permissible or would it be appropriate for us to hear a request for the remaining two point something acres?

Williams: This isn't really addressed in our Unified Development Ordinance. You probably have never seen this before, and I haven't either. I talked to our City Planner, Tim Conklin, about why we are experiencing this procedure. Maybe Tim can explain it pretty well, I think he was pretty clear when he told me about it.

Conklin: What has occurred here is that the Planning Commission did review 12.22 acres back on November 26, 2001. The Planning Commission did approve that rezoning request and did make a recommendation for approval to the City Council. Between Planning Commission and the City Council, we met with Mr. Bayyari's engineer and we talked about Shiloh Drive and other requirements that would have to be met as a part of the development, at that time they informed me that the rezoning request needed to be withdrawn. They wanted to leave it as I-1 zoning. Since they withdrew it, I contacted the neighborhood to make sure they didn't show up at City Council and told them that the applicant asked that the rezoning request be withdrawn and that it would be left as I-1. When Mr. Bayyari came back later on, a month or two later, I thought it was important for the entire process, including the additional 2.62 acres that were included, added onto this, to come back to Planning Commission because the entire neighborhood was told that it was withdrawn, that it was going to be left I-1. I didn't just want to put this on the City Council's agenda a month and a half or two months later without it going through a normal process. That is why it is back before you. I think it is important that when an application is withdrawn by the applicant that we do start over. If you have any questions, I would be more than happy to try to answer them.

Estes: Commissioners, are there any questions?

Commission
February 25, 2002
Page 8

Hoffman: I have a question for the applicant. In our packets on page 1.17, the minutes of the old meeting, you were discussing at that time a density of 72 units per acre and I wonder if that is still the same density that you are thinking about proposing and have you discussed that with the neighborhood as we requested?

Al-Madoun: My name is Shawki Al-Madoun of Northstar Engineering. The total units we have on the entire 14 acres, we have thirty-six lots, that is seventy-two units on the entire 14 acres. The seventy-two units per acre, I think that was what we are allowed to do but that is not what we are doing.

Hoffman: I have in my minutes that you were going to do about half of what was allowed so I may be looking at a misprint. It is now thirty-six?

Al-Madoun: That will be a total of seventy-two units, thirty-six lots if it is duplexes it would be seventy-two units.

Hoffman: Total for the entire acreage?

Al-Madoun: That is correct.

Hoffman: That then has not changed and with the addition of the two acres that is currently zoned R-2 that would not change.

Al-Madoun: That is correct.

Hoffman: Ok, I wanted to clarify that because in the absence of a Bill of Assurance your zoning would permit twice what you are saying that would actually be built and this kind of dove tails right into our second item on the agenda which is beginning to consider the planned zoning district which would actually bring together density and the zoning at the same time. I assume Tim that that is not something that we could do at this time to satisfy everybody's needs?

Conklin: We are not allowed to place conditions on rezonings.

Hoffman: I was thinking that if they offered we could do it as a Planned Zoning District, kind of an idea in the absence of a new ordinance.

Conklin: Mr. Bayyari is well aware of what can be offered. He offered a Bill of Assurance on a previous development. I don't think he is not educated with the ability to offer those assurances. I think we've heard from Mr. Bayyari that he is unwilling to offer that voluntarily.

Hoffman: I am not as inclined to support the rezoning request in the absence of that. I thought you were pretty clear about it last time and now with considering the impact on the neighborhood and the traffic generated by possibly twice as many units than you are verbally proposing and the fact that you could sell the property.

Al-Madoun: I went through the plans with the City Planner. The way this property lays you cannot even fit more than thirty-six units in the parcel. It is impossible. It doesn't work. There is a floodplain through it and if you want assurance that that is the maximum number of lots, I will talk to my client and offer that to you because you can't put any more on it. The only way you can put anymore is to build apartment buildings and go a couple or three stories but that is not what my client wants to do. The issue of traffic on the report by the City staff, it was very clear that the existing industrial zoning will generate 900 some trips per day. This zoning to R-1.5 will generate with the number of lots, units, almost 1/3 of that. Traffic, of course we will deal with this issue when we go to the design and the City Council, when we come back again for the plat. We will handle those issues at that time. At this time, I was going to say on the original zoning, we did have the 12 1/2 acres rezoned. The remaining two acres we were considering to use part of that for parks and it was zoned R-2 and I did speak to Tim prior to the time it was going to Council and we decided not to forward with it because of some differences on extending the road to Shiloh and that is why we are back before you. I just wanted to confirm what Tim said earlier. I do look forward for a favorable response from this Commission. I think we have been through this path, we met with the property owner's. I personally am against any Bill of Assurances. I have seen what Bill of Assurances do and I don't think it is appropriate.

Estes: Commissioner Marr?

Marr: Mr. Chair. I don't want to get off on a large debate about Bill of Assurances but to help me understand from your perspective why they haven't worked because we have certainly had numerous instances where they have been very effective. What have been your negative experiences with it so I understand from your perspective.

Al-Madoun: On this previous Bill of Assurance that my client did on another property, the property is zoned R-O, Residential Office, in the Bill of Assurance, there is a word that says "no residential structures will be erected." We wanted to do single family and he couldn't do it because the Bill of Assurance, based on the interpretation of the City Attorney, says no residential structures. Although the zoning allows it, apparently the Bill of Assurance overrides the zoning. We don't want to be caught with something like this again.

Estes: Mr. Williams?

Williams: I can say that obviously that was the whole purpose behind a Bill of Assurance. That was obviously something that was considered by the City Council and maybe the Planning Commission, I'm not sure when that was passed. However, just with any other kind of agreement that you might have with the City with the neighborhood association. If you feel like it is a situation where times have changed and the neighborhood would support a change in a Bill of Assurance then certainly you would be permitted to come back before the City Council and see if the City Council wants to change the Bill of Assurance. I am sure that they will listen to the neighborhood there before they would make a change. If the neighbors there believe that that portion of a Bill of Assurance that restricts residential dwellings along Highway 16 East there at that subdivision, if your subdivision would support that, then I would imagine you would have a good hearing before the City Council and probably the Bill of Assurance could be changed. The difference between a Bill of Assurance of course, and Restrictive Covenants is that the city will enforce the Bill of Assurance. Restrictive Covenants, as the Chairman has stated, must be enforced by the neighborhood. The property owners that are also affected by the Restrictive Covenants.

Al-Madoun: I understand that. This is where we go through the process with what the property is zoned. We come back before the Planning Commission with a plat and the City Council. I am assuming that if they want to lay any conditions on the plat they will do that at that time. Whether or not to restrict the number of units, whether to do whatever. In my opinion, I will be honest with you, this is the only town where we have to do it. My experience has been absolutely negative with it and I see no reason to do it. The Council and the Commission, once we come back with a plat, you can lay any conditions you want. We can argue and negotiate or whatever and reach a point of consensus at that time. To do this up front, before we rezone the property, I think is very restrictive.

Hoffman: I just want to try to make sure that we are all on the same page with what this Bill of Assurance, if it were offered, it sounds like it wouldn't be, would be to accomplish, merely to set the density. It would not to set even the construction standards of the building or anything like that in that should you get the rezoning requested there would be no assurance once the property were sold that the density would not be twice what has been verbally proposed. That is my question. If there has been a problem with a Bill of Assurance on a density that is able to be reasonably constructed on a piece of property, I am unaware of it. I do understand what you are

talking about the residential structures on the other piece of property and I certainly agree with the City Attorney on that.

Bayyari: My problem with a Bill of Assurance is the fact that once I've sold this property, I am liable for something I have no control over. If the City chooses to give a Bill of Assurance to the neighbors, they are most welcome. Why do you want me to sign something that I have no control over, I would be brought into it later on when I have no interest in it whatsoever.

Williams: Mr. Chairman, I do want to remind the Planning Commission that we really cannot ask for a Bill of Assurance. This is something that has to be voluntarily offered by the petitioners as I think it was in Mr. Bayyari's case in the past when he offered a Bill of Assurance and now he evidently regrets having offered. We cannot ask for that and you should not attempt to condition your vote on the fact that they have not offered you a Bill of Assurance. This is supposed to be a voluntary act by the landowner and not something that they are forced to do.

Bayyari: I have provided Bills of Assurance on a project. For instance, when it is almost 90% finished, maybe you need to do the curb or you need to finish the landscaping but yet you need to start building at the same time. Yes, we will go ahead and give the City a Bill of Assurance we that will assure them that this is going to happen and will provide the bond or a letter of credit and so forth. That is a Bill of Assurance. I don't understand what is my Bill of Assurance going to help. Especially if later on I am not going to have any financial interest in this property.

Estes: Mr. Bayyari, let me be responsive to your question if I may.

Bayyari: Yes Sir.

Estes: Presume with me that there would be a Bill of Assurance offered, it would run with the land and it would be enforceable irregardless of who the simple owner of the property may or may not be. Commissioner Marr?

Marr: I have a question for Ms. Jensen if she is speaking on behalf of the neighborhood association. If you could come back up to the podium. The question I have is certainly, I think you have heard from our discussion tonight, we don't have the legal right to require a Bill of Assurance. In listening to the testimony that has come from the neighborhood association, certainly for me it appears that the main issues we look at include the compatibility with the General 2020 Plan, traffic congestion, and the justified and needed at this time are primary findings. Those seem to be being met in terms of what the staff report says. I guess I'm looking

for when I asked for it be tabled last time, was the chance for you to get to look at it and to try to come to that but certainly only being able to look at this within the legal rights we are allowed to do. Is there anything else, I understand the testimony, I agree with your concerns. That is not a condition that we can require. Are there any items relative to those three that you would add because I've heard from two of the people who testified that they are ok with it being residential if they know what kind of residential it is going to be. What we are looking at today is whether the zoning being downsized from industrial to R-1.5 is a good thing. Typically, I perceive down zoning to be a good thing. Can you help me out if there is anything else?

Jensen:

I don't know that there is. We understand that the City cannot require this of Mr. Bayyari. We understand Mr. Bayyari's reluctance based on past experiences. What we are looking at in asking for this, is a method, quite truthfully, of protecting ourselves. Mr. Bayyari intends to sell this property, which, is the whole purpose in purchasing it. Once he has sold it to someone, he has no more claim on it in any fashion. No matter what he would like to do or what he says is his view, his goal, if someone else purchases one lot or thirty-six, they get to do what they want with it. That gives us a problem, or the potential for problem I should say. That puts a whole different light on this ballgame. We have an area that has some restrictions to it, we know that Shiloh is going to be extended, and we know that Sycamore is going to be involved. There is going to be all sorts of things. This is going to impact our neighborhood. Those things are going to happen regardless of whether Mr. Bayyari sells the property tomorrow morning, whether he puts on duplexes, whether he does something industrial or somebody comes up with a fourth scenario. There is no controlling it in any fashion without the Bill of Assurance and that is why we have asked for it.

Marr:

I guess, just to add a comment so that Ms. Jensen and the neighborhood, because we have certainly had discussions about it at other meetings around the city. I am going to support the rezoning and the reason I am going to is because I think legally we have to with what we are looking at today. I think that the traffic information that is prepared by the City, which we have to rely on shows that we don't have unsafe conditions. It certainly is in compliance with the 2020 plan and I think it is also justified and needed at this time in this part of town. I think it highlights that the next item on our agenda about being able to look at zoning and actually the development of that zoning at the same time is certainly something we need to look at pursuing if we are allowed to by our City Attorney, once we continue to look at that. It is something that I certainly support for the very reason that you have heard today. I just wanted you to understand why I will vote the way that I have.

Hoover: I have a couple of questions for staff that I think might help the neighborhood. I guess when the neighborhood says that there will be no control after this is rezoned, it would be rezoned to R-1.5. Tim, what would that mean that can't happen? I understand that that means they cannot be putting any industry there. There won't be any industrial building if this gets rezoned. What other things could they not do here? The other question I have Tim, this will be coming back to us for Large Scale Developments or what?

Conklin: A preliminary plat. They talked about doing a Planned Unit Development and staying outside the floodway, floodplain. You would see a P.U.D. preliminary plat. That is what they are proposing at this time. With regard to what is allowed in the Heavy Commercial/Light Industrial, Heavy Commercial allows most of the uses you see on College Avenue, car lots, restaurants, that type of use, warehousing and storage are also allowed. The R-1.5 allows single-family duplex, triplex by right, up to twelve units per acre maximum density. The change in the land use is going from Heavy Commercial/Light Industrial type uses to residential single-family/duplex/triplex. Once it is rezoned, if someone applied for a large-scale development or a subdivision, they would be allowed to build triplexes there, they are allowed under the ordinance. That is one of the things with regard to if the applicant is saying that they are going to develop thirty-six lots, seventy-two units, duplex. There is no guarantee that will happen, it could be sold after it is rezoned and come back through as a triplex development. That is why it is important when we talk about restrictions, we do not address land use restrictions at Subdivision or Large Scale Development. Those are addressed at the time of rezoning. That is the difference that we are looking at tonight is it appropriate for Heavy Commercial, the warehousing light industrial type uses, or is it more appropriate for residential?

Hoover: When they come back through with the Preliminary Plat I assume there will have to be some roads?

Conklin: That is one of the things we've been discussing. I have been working with our Engineering Division. Shiloh Drive is shown on our capital improvements program in 2004 to be extended between Mount Comfort and Wedington. The original design we looked at back in November after this went to Planning Commission, it didn't show that road going through. That was one of the issues that we dealt with. We are still working with them with regard to Sycamore Street, which appears that it used to run east and west until I-540, which cut it basically in half at that location. We are determining what to do with that. Those are the issues that will have to be dealt with. In your staff report, with regard to the findings of fact, we have included that the applicant will need to provide a traffic study at the

time of preliminary plat to determine what improvements would be required with regard to offsite to serve this development. More detailed information would be provided to determine what improvements would be necessary to serve this type of development.

Motion:

Ward: I think at this point, we have already approved this once, the twelve acres. This property is zoned I-1, it is in our design overlay district. We don't even have the right to require any kind of commercial design standards on this property at all as it is right now. This R-1.5 is much better than R-2 because it lowers the density in half of what we normally would have zoned R-2. The two acres that we haven't acted on before are already zoned R-2, by rezoning it to R-1.5 we are making the density half of what is allowable at this point today. To me it is a total win/win situation for the whole area out there as far as the neighborhood. I am going to recommend that we go ahead and rezone this again as far as I'm concerned, RZN 02-5.00, I recommend approval.

Estes: We have a motion by Commissioner Ward to recommend to the Fayetteville City Council approval of RZN 02-5.00, is there a second?

Shackelford: I'll second.

Estes: We have a second by Commissioner Shackelford, is there any discussion?

Hoffman: Mr. Chair, I would like to explain my reasons as clearly as I can for not voting for the motion. That is that since becoming aware that there is an immediate sell in the works with the additional two acres, even though they are zoned R-2 and I understand that, I do not view personally, rezoning from Industrial to Residential zoning as particularly down zoning because you are putting a higher concentration of people into a smaller space than even there would be in some kind of commercial or industrial use. I am keeping in mind that this Planning Commission is only acting as a recommendation to the City Council for approval of the zoning. I would like my no vote to just be counted in terms of a request to carefully consider the density that is proposed when it does finally get to City Council. Thank you very much.

Estes: Is there any other discussion? Commissioner Bunch?

Bunch: I had a couple of questions that I didn't get the chance to get answered before the motion was made. One is does the current Pine Valley subdivision, was it built out under restrictive covenants?

Jensen: It was.

Bunch: Were those restrictive covenants presented to Mr. Bayyari in your negotiations as a possible guideline to demonstrate what your needs and requests are?

Jensen: From the back of the room Ms. Jensen responded that no, they had not given a copy of those covenants to Mr. Bayyari.

Bunch: Back in November, to date, the restrictive covenants of Pine Valley have not been presented to the prospective developer?

Jensen: From the back of the room Ms. Jensen responded no.

Bunch: My comment is that one of the concerns were, that were expressed even back in November, were the compatibility and the likeness of the Pine Valley development with the prior ones. It has been all these months and those covenants have still not been presented as "Hey, this is what we are looking for, this is what we are interested in."

Jensen: No.

Bunch: Ok, thank you.

Estes: We have a motion by Commissioner Ward and a second by Commissioner Shackelford to recommend to the Fayetteville City Council approval of RZN 02-5.00 is there any other discussion or comments? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-5.00 to the Fayetteville City Council was approved by a vote of 7-1-0 with Commissioner Hoffman voting no.

Estes: The motion passes by a vote of seven to one. Thank you.

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

FOR: COUNCIL MEETING OF March 19, 2002 MAYOR'S APPROVAL _____

FROM:

Ted Webber

Administration

Name

Division

Department

ACTION REQUIRED: An Ordinance authorizing the issuance of \$10,250,000.00 of Water And Sewer Revenue Bonds to refund the City's 1994 and 2000 Water And Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, an Official Statement, a Bond Purchase Agreement, an Escrow Agreement and a Continuing Disclosure Agreement

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

[Signature] 3-11-02
 Budget Coordinator Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager
[Signature]
 City Attorney
 Date 3-11-02

[Signature] 3/12/02
 Internal Auditor
 Date
 ADA Coordinator
 Date

Purchasing Officer _____ Date _____

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head _____ Date _____

New Item: **Yes** No

Department Director _____ Date 3/11/02
[Signature]
 Administrative Services Director
[Signature]
 Mayor _____ Date 3/11/02

Previous Ordinance/Resolution No.: _____

W/S
C. 2.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$10,250,000 OF WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2002, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 1994, AND THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM SUBORDINATE REVENUE BONDS, SERIES 2000; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2002 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2002 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2002 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT; PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated (1998 Repl. & 2001 Supp.) Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Act"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System, and to refund any bonds issued under the Act or any bonds issued under other applicable legislation payable from and secured by a pledge of revenues derived from the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 3829 of the City, adopted and approved on September 20, 1994, the City has previously issued its Water and Sewer System Revenue Bonds, Series 1994 (the "Series 1994 Bonds"), in the original principal amount of \$5,500,000, for the purpose of financing the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 4159 of the City, adopted and approved on April 20, 1999, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds"), in the original principal amount of \$8,365,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 4276 of the City, adopted and approved on October 17, 2000, the City has previously issued its Water and Sewer System Subordinate Revenue Bonds, Series 2000 (the "Series 2000 Bonds"), in the original principal amount of \$10,000,000, for the purpose of financing the cost of improvements to the System; and

WHEREAS, in accordance with the provisions of the Act, the City has determined to issue its Water and Sewer System Refunding Revenue Bonds, Series 2002A and Series 2002B (collectively, the "Series 2002 Bonds"), in the aggregate principal amount of not to exceed \$10,250,000 for the purpose of refunding all of the outstanding Series 1994 Bonds and Series 2000 Bonds, establishing a debt service reserve for the Series 2002 Bonds, and paying printing, underwriting, legal and other expenses incidental to the issuance of the Series 2002 Bonds; and

WHEREAS, the City has determined to issue and secure the Series 2002 Bonds on a subordinate basis to its outstanding Series 1999 Bonds pursuant to a Trust Indenture to be dated as of May 1, 2002 (the "Trust Indenture"), by and between the City and the Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), a form of which Trust Indenture has been presented to and is before this meeting; and

WHEREAS, the City proposes to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting, with Stephens Inc., Little Rock, Arkansas (the "Underwriter"), providing for the sale of the Series 2002 Bonds.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. The City Council hereby finds and declares that the advance refunding of the Series 1994 Bonds and the current refunding of the Series 2000 Bonds is in the best interests of the City and the customers of the System due to (i) the reduction of the interest expense on the Series 1994 Bonds, (ii) the securing of low interest rate long-term financing on the indebtedness represented by the Series 2000 Bonds, and (iii) the revision of rate covenants with respect to System services following such refundings.

Section 2. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Act, there is hereby authorized the issuance of bonds of the City to be designated as "Water and Sewer System Refunding Revenue Bonds, Series 2002A and Series 2002B" (collectively, the "Series 2002 Bonds"). The Series 2002A Bonds shall be issued in the original aggregate principal amount of not to exceed Two Million Seven Hundred Eighty-Five Thousand Dollars (\$2,785,000), shall mature not later than December 31, 2008, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2002A Bonds shall not exceed 4.25% per annum. The proceeds of the Series 2002A Bonds will be utilized, along with other available moneys, to advance refund the outstanding Series 1994 Bonds. The Series 2002B Bonds shall be issued in the original aggregate principal amount of not to exceed Seven Million Four Hundred Sixty-Five Thousand Dollars (\$7,465,000), shall mature not later than December 31, 2017, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2002B Bonds shall not exceed 5.50% per annum.

2002B Bonds will be utilized, along with other available moneys, to current refund the outstanding Series 2000 Bonds. The Series 2002 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Trust Indenture. The Series 2002 Bonds shall be issued and secured by net revenues of the System on a subordinate basis to the pledge of net revenues securing the outstanding Series 1999 Bonds.

Section 3. To prescribe the terms and conditions upon which the Series 2002 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Trust Indenture dated as of May 1, 2002 (the "Trust Indenture"), by and between the City and the Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of System net revenues to the Series 2002 Bonds and the terms of the Series 2002 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel") in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2002 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved and ratified. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Series 2002 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for the redemption of the Series 1994 Bonds and the Series 2000 Bonds, the Mayor is hereby authorized and directed to execute an Escrow Deposit Agreement to be dated as of the date of its execution (the "Escrow Agreement"), by and between the City and Bank of Oklahoma, N.A., as escrow trustee (the "Escrow Trustee"), and the Mayor is hereby authorized and directed to cause the Escrow Agreement to be executed by the Escrow Trustee. The Escrow Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter, Escrow Trustee and Bond Counsel in order to complete the Escrow Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Escrow Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Escrow Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to provide for continuing disclosure of certain financial and operating information with respect to the City and the System in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2002 Bonds and to effect the execution and delivery of the Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Escrow Agreement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2002 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 9. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2002 Bonds.

Section 10. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 11. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this the 19th day of March, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §50.40 (E) (1) OF THE
CODE OF FAYETTEVILLE TO REVISE AND LOWER
THE CHARGE TO COMMERCIAL LANDSCAPERS
AND TREE TRIMMERS FOR BRUSH DISPOSAL AT
THE CITY'S COMPOSTING FACILITY

WHEREAS, the previous charge of \$3.50 per cubic yard of brush was
difficult to administer and caused inconsistent charges; and

WHEREAS, the Solid Waste Division studied this problem and
recommends fees based upon the size and type of vehicles transporting the
brush.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby repeals §50.40 (E) (1) and inserts the following language as the new
subsection (E) (1):

"§50.40 (E) (1) Businesses, including commercial landscapers
and tree trimmers, and non-residents that bring brush to the city's
composting facility for disposal will be charged as follows:

- | | | |
|-----|-------------------------------|----------|
| (a) | Compact pick-up trucks | \$ 5.00 |
| (b) | Full size pick-up trucks | \$ 8.00 |
| (c) | Trailers up to 14-feet long | \$ 10.00 |
| (d) | Trailers greater than 14 feet | \$ 15.00 |

PASSED and APPROVED this the 19th day of March, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Bulk
C.3.

DRAFT

Heath



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor and Fayetteville City Council

FROM: Greg Boettcher, P.E.,
Public Works Director

A handwritten signature in cursive script, appearing to read "Greg Boettcher".

Date: March 11, 2002

RE: Downtown Dickson Enhancement Project
Construction Bids Assessment

BACKGROUND

On March 25, 2002 the City of Fayetteville publicly opened and read aloud sealed bids for the construction of the Downtown Dickson Enhancement Project (DDEP). In a letter dated March 6, 2002 (attached hereto), the design consultant, Atkins/Benham has summarized the results of the public bid opening and provided recommendations regarding the lowest responsive bid for the project. The lowest responsive bid was submitted by Township Builders, said bid being summarized as follows:

BASE BID	\$3,011,368.30
Deduct #1-delete saw cut walk	<u>(\$ 34,158.00)</u>
SUB-TOTAL	\$2,977,210.30
Deduct #2-delete welcome mats	<u>(\$ 28,620.00)</u>
ALTERNATE BID PRICE	\$2,948,590.30
Deduct for Razorback Foundation Participation	<u>(30,000.00)</u>

CONTRACT COST TO CITY **\$2,918,590.30**

Of the five bid proposals received for this project, only two bid proposals were deemed responsive. The three bids found to be non-responsive did not include required

DDE
C. 4.

submissions and could not be considered eligible for a contract award.

The fiscal year 2002 budget includes \$2,904,836.00 in funds for this project, of which, \$120,972.00 is encumbered. When this unencumbered balance (\$2,738,864.00) is combined with the Dickson Street Improvement District's contribution toward construction (\$300,000.00), the total funding for this project becomes **\$3,083,864.00**.

The Razorback Foundation has committed a maximum of \$30,000.00 towards the construction of a brick paved intersection with a razorback logo at Dickson Street and Arkansas Avenue. The funding commitment is not adequate to cover the total cost of this enhancement, as the 4,240 square feet of brick pavers combined with the logo represent a cost of \$59,120.00. The unit bid price for brick pavers is substantially higher than the unit price included in the consultant's estimate.

DISCUSSION

The Dickson Street Enhancement Project is a complex construction project, requiring segmented construction processes in a restricted operating environment. The construction drawings and specifications have addressed all known project elements; however, it is probable that the construction shall encounter unforeseen conditions and special situations that will require changes in scope and cost. Accordingly, the project construction budget must include an adequate contingency amount to cover these anticipated change orders. It is desirable for the construction contingency to be a minimum of 10% to cover incidental and unforeseen items. On such basis, the current funding (\$3,083,864.00) is inadequate to meet the minimum recommended project budget (\$3,210,000.00). Furthermore, the cost of the Dickson Street and Arkansas Avenue enhancement work significantly exceeds the funding committed by the Razorback Foundation. These financial issues may preclude the City of Fayetteville's ability to accept the lowest responsive bid from Township Builders; or as a minimum, warrant recognition of the potential risk of funding unforeseen costs from other resources.

The review of the bid tabulation reveals certain line items that have bid prices substantially higher than the consultant's estimate. The consultant should be requested to evaluate all bid price items having a significant deviation, and to determine if design/construction cost-saving changes can be made. The areas for initial focus may include: Item 15-10 PCCP Base, Item 21-24 RCCP, Item 37-brick pavers, Item 47-steel roof drain box, Item 57-14' street light, Items 76-82-traffic signal mast arms, Items 100-101-video traffic controller and other items as appropriate. Atkins/Benham has been requested to complete an itemized assessment of bid prices, potential design economics and alternate configurations; identifying potential areas of significant cost reduction for the project (ie: substitute stamped concrete for brick pavers in the middle of street intersection).

RECOMMENDATIONS

Based upon a review of the consultant's recommendations for the Downtown Dickson Enhancement Project, the following alternatives are outlined for consideration:

REJECTION OF ALL BIDS	AWARD BID TO LOWEST RESPONSIVE BIDDER
✓ The lowest responsive bid, as submitted by Township Builders, is beyond the financial resources deemed necessary for award of this contract, therefore, the City Council is advised to reject all bid proposals.	✓ Accept the low, responsive bid from Township Builders, designating which, if any, deductive alternates are to be included in the bid.
✓ The consultant, Atkins/Benham, should be directed to make those changes in the scope and configuration that will produce significant cost savings, and prepare amended drawings/bidding documents reflecting feasible changes. A contract amendment for additional services associated with the re-bidding of the project shall be necessary. The project should be advertised as soon as is possible, the advertising period should be compressed to the shortest permissible time frame and a second bid opening scheduled.	✓ Authorize the Mayor to execute all documents necessary to effect a contract award to Township Builders, contingent upon the receipt of a concurrence of award from the Arkansas Highway and Transportation Department, the Dickson Street Improvement District and the Razorback Foundation.
✓ The bid prices for the enhancement total considerably more than the estimated cost, and far exceed the financial commitment from the Razorback Foundation. It is suggested that the Razorback Foundation be advised of this situation, and, that the elimination of the brick/logo be performed should the Razorback Foundation not deem the increased cost a justifiable expenditure.	✓ Incorporate strict cost controls and enforcement of prior approval requirements during the course of the Project construction, seeking to maintain change orders to a minimum both in number and dollar value.
✓ The costs for the structures and the use of video control substantially exceeded the estimated costs. The selection of products may need to be re-evaluated and the city's desire for video control may need to be waived.	✓ Unexpected subsurface conditions and other unknown factors could require the transfer of funds from other resources to cover Project cost increases that are beyond the control of the Contractor.
✓ Pending a decision by the Fayetteville City Council, all concerned funding parties (Arkansas Highway and Transportation Department, Downtown Dickson Enhancement Project, Inc.) should be updated as to planned actions and revised schedules.	
✓ A second bidding process carries no guarantee of lower bid prices.	



ARKANSAS DIVISION
117 S. Parkwood
Lowell, Arkansas 72745
Telephone (479) 770-5800
Fax (479) 770-5801

March 6, 2002

Mr. Greg Boettcher
Director of Public Works
113 West Mountain
Fayetteville, AR 72701

RE: Downtown Dickson Enhancement Projects

Dear Mr. Boettcher:

On March 5, 2002, at 11:30 AM five bids for the referenced project were received and read in a public meeting with all bidders present. One bid was not read at the meeting because Cando Construction failed to include their Arkansas Contractor's License number with their bid proposal. Therefore their bid was disqualified for being non-responsive. The other four bids were read aloud with the provision that we would check the anti-collusion and debarment certification later, when we checked the multiplication and addition of the bids.

Mobley Contractors, and Township Builders signed the Anti-Collusion Certification. Basic Construction and Sweetser Construction did not. The Anti-Collusion Certification is attached. It states in bold with underline that "The original of this affidavit shall be filed with the sponsor at the time proposals are submitted. It also contains the following warning; "Failure to execute and submit this certification shall render this bid non-responsive and not eligible for award consideration." The invitation to Bid was published on February 3rd, 10th, and 17th, of 2002. The last sentence of the third paragraph states that "Bidders of record are also required to include with their bid a signed copy of the Anti Collusion and Debarment Certification included in the bid documents. At the pre-bid meeting held on February 19th, 2002, the requirement for submitting the Anti-Collusion Certification was stated and that requirement was noted in the minutes of the meeting.

The Anti-Collusion Certification is a requirement for Federal Aid Projects based on the code of Federal Regulations, 23CFR635A Section 635.112. All citizens are equally responsible to know and submit to the laws and regulations of the state. Therefore we believe that the City of Fayetteville has no authority to vary from the requirements for the submission of the completed Anti-Collusion Certification at the time of the bid. Bidders who failed to submit the signed Anti-collusion Certification with their bid are not eligible for award consideration.

Therefore, Township Builders submitted the lowest responsive bid for the amount of \$3,011,369.00. This bid is \$341,174.00 (12.8 percent) higher than the Certification of Funds amount of \$2,670,195.00. Mobley Contractors bid of \$3,753,099.42 is more than 25% higher than the Certification of Funds amount of \$2,670,195.00. Therefore Mobley Contractors bid can't be considered.



ARKANSAS DIVISION
117 S. Parkwood
Lowell, Arkansas 72745
Telephone (479) 770-5800
Fax (479) 770-5801

We believe the bid submitted by Township Builders is justifiable based on the following:

- It is the results of a competitive bid process that included three advertisements, two pre-bid meetings, and plan reviews by eight potential bidders.
- This work is specialized. It requires a high level of coordination with area merchants and maintenance of traffic during the project. Therefore, establishing a budget was more difficult than for a traditional project.

By law the city may not consider any bids that did not contain the Anti-Collusion Certification. The City may only consider whether or not to accept the bid from Township Builders. The City has the option of rejecting all bids and re-bidding with out review by AHTD because all bids exceed the certifications of funds. If the City Council chooses a re-bid at their March 19th meeting then a re-bid advertisement could be placed on March 24th and March 31st. The new bid opening could be scheduled for April 16th. The City Council could then consider a recommendation for award on April 30. This would effectively delay the project by six weeks, which will be a great disappointment to the Dickson Street Merchants. The approximate start date for the project would be extended from about May 1st to June 15th. The re-bids could be lower or higher than the original bids, and the number of bidders could be more or less than the five at the march 5th bid opening.

The critical decision for the City is whether to accept Township Builders bid and obtain the \$341,174.00 of additional funding. If that funding is available, then I recommend that the award be made to Township Builders in order to take full advantage of the summer construction period.

If the additional funds are not available, then I recommend that all bids be rejected because they are over the budget and that a re-bid process begins immediately. Concurrent with the re-bid process, and addendum should be prepared that identifies items in the project that can be deleted to reduce the cost of the project tot he amount the City is willing to pay.

I hope this information is thorough enough for review by the City Council and the Arkansas Highway and Transportation Department. If you need additional information we will be happy to help you.

Sincerely,
Atkins Benham - Arkansas

A handwritten signature in black ink, appearing to read 'Gary Carnahan'.

Gary Carnahan, PE
Managing Director

10/9/98

Page 1 of 2

CITY OF FAYETTEVILLE
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the sponsor at the time proposals are submitted.

AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

10/9/98

Page 2 of 2

CITY OF FAYETTEVILLE
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

Applied To	Initiating Agency	Dates of Action

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

JOB NO. _____	_____ (Name of Bidder)
F.A.P. NO. _____	_____ (Signature)
_____ (Date Executed)	_____ (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the Contractor's discretion.

State of _____)
 County of _____) ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
 (Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20____. My commission expires:

 (Notary Public)

(NOTARY SEAL)

STAFF REVIEW FORM

DDEP
C. 4. Page 1

XXX Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of: March 19. 2002

FROM:

Gary DumasSolid WasteGeneral Services

Name

Division

Department

ACTION REQUIRED: Review and Approve Ordinance Amending Collection Charges For Bulk Brush Disposal For Material Brought To The City's Composting Facility

COST TO CITY:

\$0.00

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

[Signature]
 Budget Manager

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

[Signature] 3/4/02
 Accounting Manager Date

 ADA Coordinator

 Date

[Signature] 3/4/02
 City Attorney Date

[Signature]
 Internal Auditor

3/4/02
 Date

[Signature] 3/5/02
 Purchasing Officer Date

STAFF RECOMMENDATION: Approve Change Order

 Division Head

 Date

 Cross Reference

[Signature]
 Department Director

3 S-02
 Date

New Item: Yes No

 Administrative Services Director

 Date

Prev Ord/Res #:

[Signature]
 Mayor

3/5/02
 Date

Orig Contract Date:

Consent
 New Business

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Monday, March 04, 2002

Subject: Ordinance Amending Collection Charges For Bulk Brush Disposal For
Material Brought To The City's Composting Facility

Background

Ordinance 50.40 (E) (1) establishes a rate of \$3.50 per loose cubic yard of material brought to the City's Composting Facility. It became apparent last fall, toward the end of the growing season, that this rate had been inconsistently applied, when one lawn service company brought in several receipts from the City showing a variety of interpretations of the per cubic yard fee, from actual measurement to \$3.50 per load. During the winter the staff has evaluated the cost of processing and the value of the service, in order to have an ordinance amendment to the Council before the 2002 growing season began.

Discussion

It is the opinion of staff that the current cubic yard fee of the Ordinance is excessive, but the other extreme of \$3.50 per undefined load is too low.

The following graduated scale is proposed:

Compact pickup	\$5.00	Approx. cy 1.8
Full sized pickup	\$8.00	Approx. cy 3.5
Trailer 10 to 14 feet	\$10.00	Approx. cy 13
Trailer 16 feet	\$15.00	Approx. cy 17

General Services Department
113 West Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-575-8330
Fax: 479-575-8257
Email: gdumas@ci.fayetteville.ar.us

Pickup and Trailer	\$20.00	Approx. cy 20
--------------------	---------	---------------

Recommendation

Approve attached Ordinance establishing disposal rates for brush and yard waste at the City's Composting Facility.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2001

FROM:

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

ACTION REQUIRED:

1. Approval of a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 5, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.

2. Approval of a project budget to include the construction contract and a project contingency.

The results of the bid opening and other applicable budget information will be provided prior to, or at, the March 12th Council Agenda session.

COST TO CITY:

<u>\$ To be determined</u>	<u>\$2,904,836*</u>	<u>Dickson Street Enhancements</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$120,972</u>	<u>Street/Sidewalk Enhancements</u>
Account Number	Funds Used To Date 2002	Program Name
<u>98097-0020</u>	<u>\$2,783,864</u>	<u>Sales Tax</u>
Project Number	Remaining Balance 2002	Fund

* 2002 Budget. Does not include \$300,000 from DSCID. Does not include past funding/expenses. Refer to the enclosed memorandum for total project budget information.

BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

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 _____

Grant Coordinator _____ Date _____

STAFF RECOMMENDATION: Approval

Division Head	Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes ☒ No ☐ **

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract No: _____

**** New construction contract.**

Previous project resolutions:

Consulting Services:

Benham Group	165-98	12/15/98
	101-99	08/03/99
	111-99	09/07/99
	154-00	11/07/00
	177-01	12/18/01

Water/Sewer construction

United Plumbing	110-99	09/17/99
	91-00	07/05/00

STAFF REVIEW FORM

Page 2

Description Dickson Street Downtown Dickson Enhancement Project Meeting Date March 19, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer

Date: February 22, 2002

Re: City Council Meeting March 19, 2002.
Downtown Dickson Enhancement Project - Construction Contract approval.
Dickson Street from Arkansas Avenue to North College.

Staff recommends and requests that the City Council:

1. Approve a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 5, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.
2. Approve a project budget to include the construction contract and a project contingency.

The results of the bid opening and other applicable budget information will be provided prior to, or at, the March 12th Council Agenda session.

Project History:

The Downtown Dickson Enhancement Project is a TEA-21 Federal Aid/DSCID/City Sales tax funded enhancement project designed for sidewalk, landscaping, intersection, drainage and pavement improvements from Arkansas Avenue to North College.

The project has been designed by the Atkins-Benham Group of Lowell, Arkansas with Landplan Consultants of Tulsa, Oklahoma as the Landscape Architect.

The City of Fayetteville entered into an Agreement with the AHTD on November 17, 1998 to participate in the TEA-21 program and receive the Federal Aid available for the project.

The total Federal Aid available is \$1,500,000.00 based upon reimbursements to be phased through 2003.

Based upon State law and the City's procurement policies, the Benham Group was selected to design the project. The City Council approved the base Agreement for Consulting Services December 15, 1998.

The water and sanitary sewer improvements and relocations were designed in 1999 and construction was completed July 2000. Benham proceeded with the design of the street, sidewalk and landscaping improvements substantially completing such in May 2000. From that time (May 2000) thru December 2001, the City's Land Agents worked with Benham, AHTD and the property owners to acquire the necessary rights-of-way. On December 20, 2001 the City received permission from FHWA/AHTD to advertise the Dickson Street enhancement project.

After a final review of the plans, specifications and budget, the project was advertised for bids statewide on February 3, 10 and 17, 2002. A pre-bid meeting was held with prospective bidders on February 19, 2002. The bids will be opened on March 5, 2002 at 11 a.m. at the City administration Building.

2002 Budget:

The 2002 budget includes \$2,904,836.00 for the Dickson Street project.

Additionally, the DSCID has committed \$300,000.00 to go to the construction contract.

The detailed project estimate will not be released prior to bid opening. The general construction estimate is \$2,500,000.00 to \$2,800,000.00.

Budget and work prior to 2002:

Engineering	Benham	\$530,227	expensed
Construction services	Benham + City	\$120,972	obligated (12/18/01)
Water/sewer improvements	United Plumbing	\$675,655	expensed
Rights-of-way	various tracts	\$159,979	expensed
Miscellaneous		7,801	(approximate)
Total to date		\$1,494,634.00	

Approximate total budget requirements:

\$1,494,634.00 expenses to date
\$2,500,000 to \$2,800,000 construction

Total anticipated costs are \$3,994,634 to \$ 4,294,634.

Funding sources:

Federal Aid = \$1,500,000.00

DSCID = \$300,000.00

City sales tax = \$2,194,634.00 to \$2,494,634.00

More precise information will be provided after the March 5, 2002 bid opening.

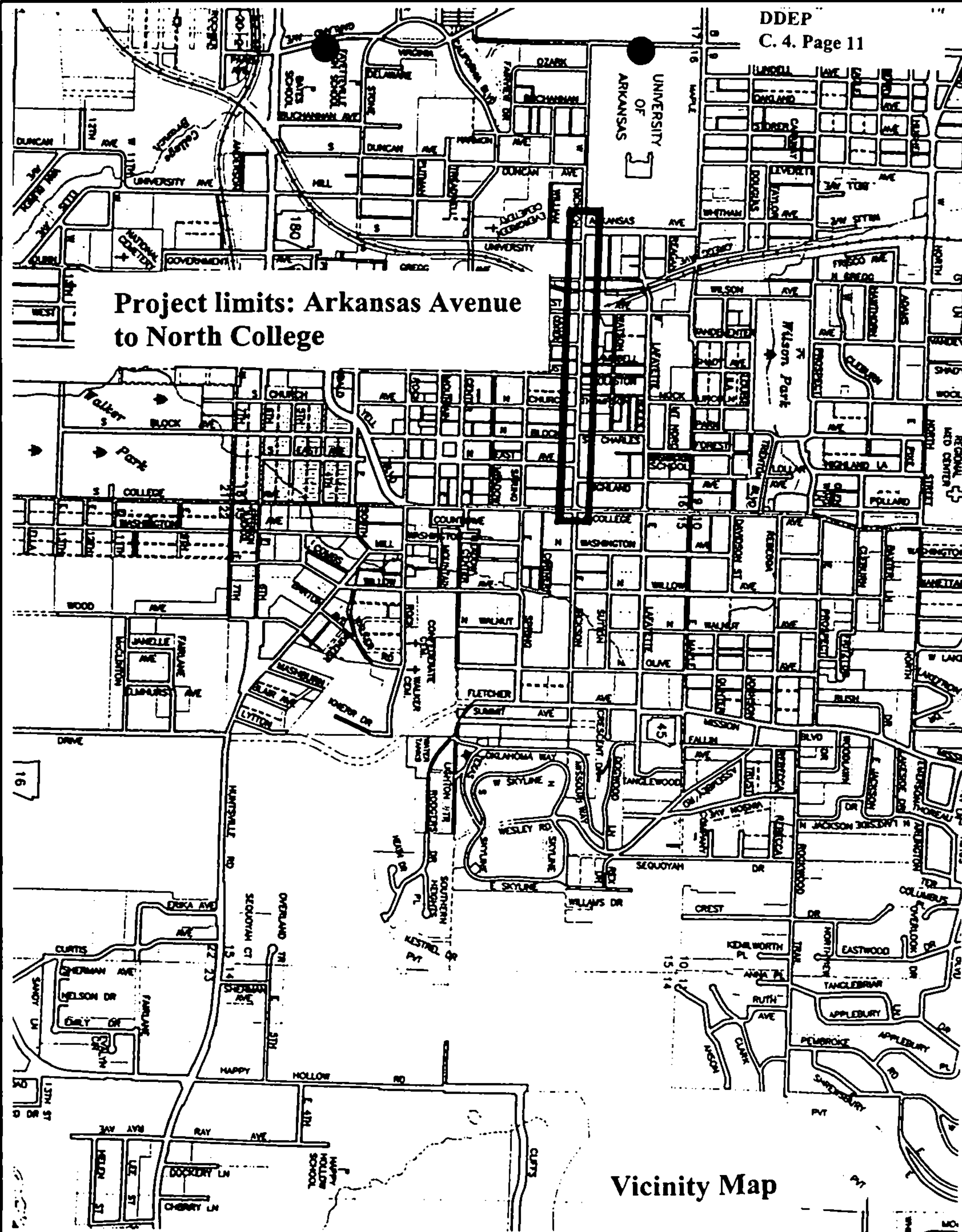
The construction plans are available for viewing at the City Engineers office.

enclosures:

1. Vicinity map.
2. Bid set - Contract specifications. To be replaced with executed documents after bid opening.

Project limits: Arkansas Avenue
to North College

Vicinity Map



STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2001

FROM:

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

ACTION REQUIRED:

1. Approval of a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 5, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.

2. Approval of a project budget to include the construction contract and a project contingency.

The results of the bid opening and other applicable budget information will be provided prior to, or at, the March 12th Council Agenda session.

COST TO CITY:

<u>\$ To be determined</u>	<u>\$2,904,836*</u>	<u>Dickson Street Enhancements</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$120,972</u>	<u>Street/Sidewalk Enhancements</u>
Account Number	Funds Used To Date 2002	Program Name
<u>98097-0020</u>	<u>\$2,783,864</u>	<u>Sales Tax</u>
Project Number	Remaining Balance 2002	Fund

* 2002 Budget. Does not include \$300,000 from DSCID. Does not include past funding/expenses. Refer to the enclosed memorandum for total project budget information.

BUDGET REVIEW:

☒ Budgeted Item	☐ Budget Adjustment Attached
<u>AD</u> <u>Reviewed as to form 2/22/02</u>	
Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Masha Farkley</u>	<u>2/22/02</u>
Accounting Manager	Date
<u>* see comments</u>	<u>2/22/2</u>
	Date
<u>P. Uice</u>	<u>2/22/02</u>
Purchasing Officer	Date

GRANTING AGENCY:

<u>Danny Smith</u>	<u>2/22/02</u>
Internal Auditor	Date
<u> </u>	<u> </u>
ADA Coordinator	Date
<u> </u>	<u> </u>
Grant Coordinator	Date

STAFF RECOMMENDATION: Approval

Jim Bowers 02-22-02
Division Head Date

Jim Bowers 02-25-02
Department Director Date

* See Attorney Comments

2/25/02
Administrative Services Director Date

Dan Cady 2/25/02
Mayor Date

Cross Reference

New Item: Yes x No **

Prev Ord/Res #:

Orig Contract Date:

Orig Contract No:

** New construction contract.

Previous project resolutions:

Consulting Services:

Benham Group	165-98	12/15/98
	101-99	08/03/99
	111-99	09/07/99
	154-00	11/07/00
	177-01	12/18/01

Water/Sewer construction

United Plumbing	110-99	09/17/99
	91-00	07/05/00

STAFF REVIEW FORM

Page 2

Description Dickson Street. Downtown Dickson Enhancement Project Meeting Date March 19, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Will review after Bid Opening.
J.M. 2/22/2

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

City • Engineering

DDEP
C. 4. Page 15

DOWNTOWN DICKSON ENHANCEMENT PROJECT

REVIEW
COPY



The City of Fayetteville, Arkansas

Project Manual

Bid Documents and Technical Specifications
for
Drainage, Surfacing, Curb, Sidewalk and Landscaping

May 2001

Prepared for:

City of Fayetteville, Arkansas
FAP #HPP-1093(1)
Washington County
AHTD Job Number 040291

Prepared by:



The Benham Group
architects - engineers - planners
117 S. Parkwood Street
Lowell, Arkansas 72745
(501) 770-5800
TBG Project #119804300

(2-27-02)
Jim Beaver
took review
copy + will
bring back
later an
original for
C.C. Mtg. 3-19-02
jfb

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: February 22, 2002

Re: City Council Meeting March 19, 2002.
Downtown Dickson Enhancement Project - Construction Contract approval.
Dickson Street from Arkansas Avenue to North College.

Staff recommends and requests that the City Council:

1. Approve a resolution awarding the construction contract to the qualified low bidder based upon the results of the March 5, 2002 construction contract bid opening, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.
2. Approve a project budget to include the construction contract and a project contingency.

The results of the bid opening and other applicable budget information will be provided prior to, or at, the March 12th Council Agenda session.

Project History:

The Downtown Dickson Enhancement Project is a TEA-21 Federal Aid/DSCID/City Sales tax funded enhancement project designed for sidewalk, landscaping, intersection, drainage and pavement improvements from Arkansas Avenue to North College.

The project has been designed by the Atkins-Benham Group of Lowell, Arkansas with Landplan Consultants of Tulsa, Oklahoma as the Landscape Architect.

The City of Fayetteville entered into an Agreement with the AHTD on November 17, 1998 to participate in the TEA-21 program and receive the Federal Aid available for the project.

The total Federal Aid available is \$1,500,000.00 based upon reimbursements to be phased through 2003.

Based upon State law and the City's procurement policies, the Benham Group was selected to design the project. The City Council approved the base Agreement for Consulting Services December 15, 1998.

The water and sanitary sewer improvements and relocations were designed in 1999 and construction was completed July 2000. Benham proceeded with the design of the street, sidewalk and landscaping improvements substantially completing such in May 2000. From that time (May 2000) thru December 2001, the City's Land Agents worked with Benham, AHTD and the property owners to acquire the necessary rights-of-way. On December 20, 2001 the City received permission from FHWA/AHTD to advertise the Dickson Street enhancement project.

After a final review of the plans, specifications and budget, the project was advertised for bids statewide on February 3, 10 and 17, 2002. A pre-bid meeting was held with prospective bidders on February 19, 2002. The bids will be opened on March 5, 2002 at 11 a.m. at the City administration Building.

2002 Budget:

The 2002 budget includes \$2,904,836.00 for the Dickson Street project.

Additionally, the DSCID has committed \$300,000.00 to go to the construction contract.

The detailed project estimate will not be released prior to bid opening. The general construction estimate is \$2,500,000.00 to \$2,800,000.00.

Budget and work prior to 2002:

Engineering	Benham	\$530,227	expensed
Construction services	Benham + City	\$120,972	obligated (12/18/01)
Water/sewer improvements	United Plumbing	\$675,655	expensed
Rights-of-way	various tracts	\$159,979	expensed
Miscellaneous		7,801	(approximate)
Total to date		\$1,494,634.00	

Approximate total budget requirements:

\$1,494,634.00 expenses to date
\$2,500,000 to \$2,800,000 construction

Total anticipated costs are \$3,994,634 to \$ 4,294,634.

Funding sources:

Federal Aid = \$1,500,000.00

DSCID = \$300,000.00

City sales tax = \$2,194,634.00 to \$2,494,634.00

More precise information will be provided after the March 5, 2002 bid opening.

The construction plans are available for viewing at the City Engineers office.

enclosures:

1. Vicinity map.
2. Bid set - Contract specifications. To be replaced with executed documents after bid opening.

Project limits: Arkansas Avenue
to North College

Vicinity Map

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE 2002 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$647,000.00 AND TO APPROVE SUB-RECIPIENT GRANT AGREEMENTS WITH THE SOUTH FAYETTEVILLE COMMUNITY DEVELOPMENT CORPORATION (\$50,000.00); HABITAT FOR HUMANITY (\$20,000.00); FAYETTEVILLE BOYS AND GIRLS CLUB, INC. (\$30,000.00); AND FAYETTEVILLE PUBLIC LIBRARY (\$13,000.00)

WHEREAS, after two public meetings attended by non-profit agencies and staff; and after proper public notification and presentation of the Community Development Program to groups both in English and Spanish, the Community Development Division of the City of Fayetteville presented its request for 2002 Community Development Block Grant funds for the Consolidated Action Plan - 2002.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby gratefully accepts and thanks the Department of Housing and Urban Development for the \$647,000.00 Community Development Block Grant for 2002.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the following Sub-Recipient Grant Agreements attached as Exhibits A, B, C, and D:

CD
C. 5

- | | | |
|----|--|-------------|
| A. | South Fayetteville Community Development | \$50,000.00 |
| B. | Habitat For Humanity | \$20,000.00 |
| C. | Fayetteville Boys and Girls Club, Inc. | \$30,000.00 |
| D. | Fayetteville Public Library | \$13,000.00 |

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody to sign each grant agreement and any other document needed for the 2002 Community Development Block Grant.

PASSED and **APPROVED** this the 19th day of March, 2002.

APPROVED:

By: **DRAFT**

DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
~~XX~~ GRANT REVIEW

For the Fayetteville City Council meeting of 3/19/02

FROM:

Yolanda Fields
Name

Community Development
Division

Urban Development
Department

ACTION REQUIRED:

Acceptance of the 2002 Community Development Block Grant (CDBG) in the amount of \$647,000 and approval of the sub-recipient grant agreements to the Fayetteville Boys and Girls Club, Fayetteville Public Library, Habitat for Humanity, and the South Fayetteville Community Development Corporation.

COST TO CITY:

<u>Cost of this Request</u>	<u>Category/Project</u>	<u>Community Development</u>
<u>2180</u>	<u>\$-0-</u>	<u>Category/Project Name</u>
<u>Account Number</u>	<u>Funds Used To Date</u>	<u>Community Development</u>
	<u>\$647,000.00</u>	<u>Program Name</u>
<u>Project Number</u>	<u>Remaining Balance</u>	<u>Community Development</u>
		<u>Fund</u>

BUDGET REVIEW:

X Budgeted Item Budget Adjustment Attached

[Signature]
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fauthing
Accounting Manager

2/27/02
Date

Nancy Smith
Internal Auditor

2/28/02
Date

See note K. [Signature]
City Attorney

2/28/02
Date

ADA Coordinator

Date

P. Vice
Purchasing Officer

2/28/02
Date

Grants Coordinator

Date

STAFF RECOMMENDATION: Acceptance of the CDBG, approval of the sub-recipient grant agreements, and the release of funds.

[Signature]
Division Head

2-27-02
Date

Cross Reference

[Signature]
Department Director

2-27-02
Date

New Item: **Yes**

Administrative Services Director

Date

Prev Ord/Res #:

[Signature]
Mayor

3/1/02
Date

Orig Contract Date:

STAFF REVIEW FORM

Description: Approval of the sub-recipient grant agreement

Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

He did not receive \$4,000 from

*Council in paying for Elderly Taxi Program - See
page 6 of 2002 Consolidated Action Plan.*

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

DATE: February 27, 2002

TO: The Mayor and Council

FROM: Hugh Earnest 
Urban Development Director

SUBJECT: Community Development Block Grant (CDBG) 2002

Background

The City of Fayetteville's 2002 Consolidated Action Plan(CAP) was submitted to HUD in November of 2001. This document outlined the proposed projects and expenditures for the 2002 Community Development Block Grant(CDBG). The CAP document is attached for your review. Funding for the 2002 CDBG is \$647,000. The City Council accepts the block grant each year by resolution. A summary of the projects to be funded has also been attached.

Current Status

The council is being asked to approve the grant agreement and sub-recipient grant agreements. This will be the only CDBG request for approval for the 2002 Community Development Block Grant funding that will be submitted.

Recommendation

The staff recommends approval of this resolution. It is our position that a formal council approval of this grant agreement coupled with the sub-recipient agreements is the only formal action required.

CITY OF FAYETTEVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT
2002

Fayetteville Boys & Girls Club	30,000.00
Habitat for Humanity	20,000.00
Fayetteville Public Library	13,000.00
South Fayetteville Community Development Corporation	50,000.00
Administration	129,390.00
Housing Rehabilitation	324,610.00
Public Services	40,000.00
Public Facilities	40,000.00
Total Grant	\$647,000.00

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

CDBG
A. 4. Page 5

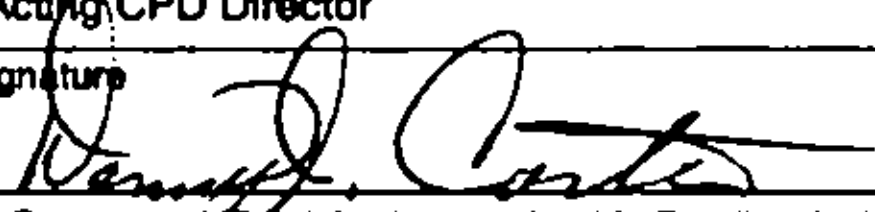
F H U

HI-00515R of 20515R

CDBG 02-00 FYI(S) ECC 862/40162

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Fayetteville	3. Grantee's 9-digit Tax ID Number 716018462	4. Date use of funds may begin (mm/dd/yyyy) 01/01/02
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 113 West Mountain Fayetteville, Washington County, AR 72701	5a. Project/Grant No. 1 B-02-MC-05-0001	6a. Amount Approved \$647,000
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Danny Carter		Grantee Name Honorable Dan Coody		
Title Acting CPD Director		Title Mayor		
Signature 	Date (mm/dd/yyyy) 1/23/02	Signature	Date (mm/dd/yyyy)	
7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/20/01 9b. Date Grantee Notified (mm/dd/yyyy) FEB 7 2002 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/02	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number	
	11. Amount of Community Development Block Grant			
		FY (yyyy)	FY (yyyy)	FY (yyyy) 2002
a. Funds Reserved for this Grantee				\$647,000
b. Funds now being Approved				\$647,000
c. Reservation to be Cancelled (11a minus 11b)				- 0 -

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only												
Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y									
			Y									
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

**E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES**

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

CITY OF FAYETTEVILLE
2002 CONSOLIDATED ACTION PLAN



**EQUAL HOUSING
OPPORTUNITY**

"Helping to Make a Better Community"

Submitted November 15, 2001

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ACTION PLAN - 2002

INTRODUCTION

The City of Fayetteville is a participant in the Community Development Block Grant (CDBG) Entitlement Cities Program and is awarded funds annually to carry out eligible activities in pursuit of these statutory goals:

- **Provide Decent housing** - - which includes:
 - assisting homeless persons obtain affordable housing;
 - assisting persons at risk of becoming homeless;
 - retention of affordable housing stock;
 - increase the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability;
 - increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence;
 - and providing affordable housing that is accessible to job opportunities.

- **Provide a suitable living environment** - - which includes:
 - improving the safety and livability of neighborhoods;
 - increasing access to quality public and private facilities and services;
 - reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods;
 - restoring and preserving properties of special historic, architectural, or aesthetic value; and
 - conservation of energy resources.

- **Expand economic opportunities** - - which includes:
 - job creation and retention; establishment, stabilization and expansion of small businesses (including micro businesses);
 - the provision of public services concerned with employment;
 - the provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan;
 - availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices;
 - access to capital and credit for development activities that promote the long-term economic and social viability of the community; and
 - empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Community Development Focus in 2002

Public Access and Participation: CDBG Activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff, and special purpose committees, input from community stakeholders and resources holders is integrated to designate action priorities.

Two formal public hearings were held to present and discuss proposed CDBG activities for fiscal year 2002. The meetings were well attended by non-profit agency representatives but citizen attendance was low. Community Development staff has been active in the presentation of program information. Division information was presented at the Fayetteville Chamber of Commerce Leadership class and other community groups. Program literature in Spanish was requested and received. City of Fayetteville program information and forms have been translated into Spanish.

In accordance with Fayetteville's Citizen Participation Plan, the 2002 Consolidated Action Plan is submitted for a 30 day citizen review period. Citizen comments on the plan are encouraged and may be submitted to:

Yolanda Fields, Manager
City of Fayetteville Community Development Division
113 West Mountain Street
Fayetteville, AR 72701

As of November 14, 2002, no public comments addressing the 2002 Action Plan were received.

Housing Housing rehabilitation and housing issues are a primary focus of Community Development activities. The City is committed to the development of programs which address the need for housing for Low and Moderate Income (LMI) persons and families. In response to priority needs revealed during the development of the City's five year Consolidated Plan in 1999, the City has focused on developing partnerships with outstanding local private non-profit entities with expertise in specialized housing activities. One of these organizations is a resident-led volunteer group comprising citizens residing in the designated Community Development Target Area. Also, as in past years, we continue to work closely with Habitat for Humanity in Fayetteville and South Fayetteville Community Development Corporation. This focus on developing partnerships will continue in 2002.

Analysis of Impediments to Fair Housing The city is in the process of updating it's "Analysis of Impediments to Fair Housing" (AI). CDBG Program regulations require recipient jurisdictions to "affirmatively further fair housing," which flows from HUD's obligation under Section 808 of the Fair Housing Act.

The AI is conceived as an effort to affirmatively further fair housing choice by identifying all impediments to fair housing choice which presently exist in the community, and to develop strategies and actions designed to reduce or eliminate the identified impediments. Further, the process of developing the AI will foster the collaboration of stakeholders and resource providers in the public, non-profit, and private sectors, thereby promoting relationship-building and consensus on fair housing issues. The AI process will help describe a clearer picture of housing conditions for LMI households in Fayetteville, and aid us in defining current and future housing directions.

Public Services Utilization of CDBG funds for the provision of public services, particularly those which serve LMI groups, has been, and continues to be a focus of the Community Development Division. The Community Development Division has carried out two main service programs in recent years. The Taxi Voucher Elderly Transportation program, and the Yvonne Richardson Community Center and Fayetteville Boys & Girls Club.

The Taxi Voucher program provides subsidized cab fare for our city's elder citizens, allowing an inexpensive transportation choice for many who would not have transportation available otherwise. This simple, cost effective program receives unwavering support from those who use it to go shopping, to the doctor, post office, church, out to eat, or any number of other destinations. The program is hugely successful in providing our elders opportunity to participate in community life and to live independently.

CDBG funds along with matching grants and private donations were used to build the Yvonne Richardson Community Center (YRCC) in the SE Fayetteville designated Community Development Target Area. CDBG has continued to fund staff salaries and improvements to the Center since 1995. CDBG continues to support a portion of the YRCC costs in 2002.

Public Facilities - Community Needs CDBG has historically supported community services facilities projects in Fayetteville. Through the last decade, CDBG dollars have assisted construction or renovation of facilities for local non-profit organizations such as Youthbridge, Children's House, Head Start, Fayetteville Free Health & Dental Clinic, YRCC, as well as renovations and improvements to City parks, streets, sidewalks and other infrastructure.

CONSOLIDATED ACTION PLAN - 2002

I. AVAILABLE RESOURCES

A. Resources- Federal / State The City is the recipient of only one formula grant program, the Community Development Block Grant. The City also receives a small Title XX grant awarded by the Area Agency on Aging of Northwest Arkansas that is specifically earmarked for the Elderly Taxi Program. Private non-profit organizations in Fayetteville receive no formula allocations and are funded through competitive State allocations administered by the Arkansas Department of Human Services, the local United Way campaign, private foundation grants, other special competitive grants, and private donations including fund-raising activities.

The City anticipates the CDBG formula allocation in 2002 will be approximately \$655,000.

The Area Agency on Aging Elderly Taxi Program grant in 2002 not known at this time.

B. Resources - Municipal Government

The City's Street Division has estimated \$60,000 for street overlay and repair of streets located in the designated Community Development Target Area.

The City's Budget Division has budgeted approximately \$8,000 for maintenance of city-owned buildings occupied by area non-profit agencies performing public service activities.

C. Resources - Local

The Southeast Fayetteville resident-led group, facilitated by Consensus Organizing Institute has applied for funding to cooperatively fund activities promoting home ownership by low and moderate income families and to carry out other community development activities:

• Levi Strauss Foundation	\$150,000
• Bank of Fayetteville	315,000
• Resource pool	100,000
• Loans / recoverable grants	533,000
• Technical assistance	21,000
• Development Team	<u>51,700</u>
Total	\$637,700

II. DESCRIPTION OF ACTIVITIES

A. Housing Services

- **Residential Rehabilitation**

This allocation provides forgivable and partially repayable loans to low and moderate income persons for rehabilitation of owner-occupied housing.

The following services are offered:

- Comprehensive rehabilitation up to \$20,000
- Emergency Repair up to \$5000
- Mobile Home emergency repair up to \$3500

The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, those that alleviate deferred maintenance conditions, safety devices, and replacement of principal fixtures and components. \$331,041 is allocated and includes salary and program delivery costs for management and oversight of all housing programs and activities.

Location: Citywide, applicants are prioritized according to established criteria to give preference on the waiting list to those most in need of services. Priority criteria include; Very Low Income, Elderly, Disabled, Single parented household, Located in Target Area, Length of time on waiting list. This program will assist about 30 eligible families.

- **Habitat for Humanity of Fayetteville, AR, Inc.**

Habitat for Humanity (HFH) mission to eliminate poverty housing. HFH was chartered in December 1992 and has completed fourteen (14) houses. HFH is builder and mortgage lender, homes sold at no-profit and no-interest. Funding mostly from donations, club pledges, religious community, fund for HFH homeowners principle payments, community organizations and in-kind donations. Participants are in the 30-50% of median income range. Their monthly payments are 20-25% of their monthly gross income including taxes and insurance. CDBG funds allocated - \$20,000.

South Fayetteville Community Development Corporation (SFCDC)

\$50,000 in CDBG funds will match \$240,000 of cash and in-kind from other sources to develop, market, and sell 4 affordable ownership housing units. The CDBG funds will be used to subsidize the unit development cost for the SFCDC in order to preserve affordability to the buyer. Recaptured funds from the sales will finance future projects, thus extending the capacity of CDBG dollars to impact affordable home ownership in the city.

This project will also promote capacity building of the newly formed, resident-based, non-profit organization. Under controlled conditions, and with technical assistance from community resource holders, SFCDC will gain expertise in housing development. The successful completion of this process will set precedents for future public/private/business cooperative endeavors. The target market for buyers is between 50% and 80% of median family income (based on respective family size).

B. Public Services

- **Southeast Fayetteville - Yvonne Richardson Community Center**

A portion of staff and program costs, \$10,000, for the Center. This activity matches CDBG funds with city General Revenues for salaries and maintenance of the facility. An average of 1000 individuals from the target area will utilize the center facility. Based on census data the concentration of low to moderate and minority individuals is in the designated as the CD target area.

Location: 240 E. Rock

- **Fayetteville Elderly Taxi Program**

This program provides an alternative transportation choice for elderly residents of Fayetteville through subsidized cab fare. \$30,000 CDBG funds are combined with \$4,000 Title III funds awarded to the City by the Area Agency on Aging of Northwest Arkansas. 125 elderly, low to moderate individuals will be served by this transportation program.

Location: Citywide

- **Fayetteville Boys and Girls Club**

This program will provide a positive, structured, after-school environment for 1st - 5th grade students attending Jefferson Elementary school in the designated CD Target Area. The program will provide sports and recreational activities, as well as programs designed to promote self-esteem, healthy lifestyles, good decision-making, and appreciation of cultural diversity, homework support and tutoring resources. This project will match \$30,000 of CDBG funds with funds from United Way and Boys and Girls Club. This activity will serve the population in the CD Target Area. A total of 60-65 children will be served by this program, 85%- 87% will be low to moderate income, and 18%-20% will be minority members.

Location: 612 South College

Fayetteville Public Library

This program will provide Spanish language materials and outreach/programming to the community. Funds will be utilized to purchase literacy and Spanish language materials for adults and children. Program development will include outreach and activities to improve services to our community at large. Program will benefit low and moderate income persons to improve their reading and language skills. This project will match \$13,000 of CDBG funds with \$4,620 in-kind funding. City of Fayetteville has experienced an increase in the Hispanic population. The concentration in the CD Target Area, which is designate low to moderate income. This program would provide training which is needed by this population.

Location: 217 East Dickson

C. Public Facilities - Community Needs

- **Walker Park Playground Equipment**

\$40,000 replacement of unsafe playground equipment at Walker Park. Walker Park is located in the Target Area.

Location: 10 W. Fifteenth Street

D. *Administration and Indirect Costs*

Administration funds are used for the salary and benefits of the Community Development Manager, office supplies, travel and training costs, Fair Housing activities, studies, and other costs associated with administration of community development activities. Indirect costs are those charged by the City for office space, maintenance, postage and services provided by other City divisions. \$129,390 is allocated.

Location: City Administration Building, 113 West Mountain Street

III. *Monitoring*

Community Development Programs will be monitored by the Community Development Division and other City of Fayetteville Divisions to ensure long-term compliance with federal, state and local regulations and statutes. Goals and objectives outlined in the Consolidated Plan will be reviewed periodically by the Community Development staff to ensure compliance to plan.

Housing Programs will be monitored by the CD Housing Program staff and the City of Fayetteville Building Inspection Division, when needed for compliance to building ordinances. All building ordinances must be met prior to final payment on all housing rehabilitation projects. Follow up visits will be made to all moderate rehabilitation project sites.

Public Facilities Improvements will be monitored by the Community Development staff and a professional playground equipment inspector from the City of Fayetteville Parks and Recreation Division. This will ensure compliance to the codes which govern the installation of playground equipment and the project contract and specifications.

Public Service Activities Sub-recipient agreements will be required for all public service activities. Monitoring area will include program performance, financial performance and regulatory compliance. Sub-recipient agreements will require documentation of activities and results. In addition, agreements will require an estimated project schedule and a project completion date. Agreement will outline procedures to be followed in the case a non-compliance situation may occur.

IV. Lead-Based Paint Hazards

Rehabilitation projects are evaluated and tested for lead-based paint hazards in accordance with the City of Fayetteville lead-based paint policy. The policy has been established based on current federal regulation for lead-based paint. This policy will be reviewed on an annual basis by CD staff.

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0001	Administration	21A General Program Administration	CDBG \$ 128,380
0001	Planning and Administration	570.208	ESG \$ 0
		1 People (General)	HOME \$ 0
	Salary and indirect costs, Fair Housing activities, studies, travel & training. Indirect costs are those charged to the division for office space, maintenance, postage, and services provided by other city division.		HOPWA \$ 0
			ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 128,380
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
 Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(a)(1) - Low / Mod Area
 Subrecipient: Local Government
 Location(s): N/A

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0002	Housing Services	14A Rehab; Single-Unit Residential	CDBG \$ 324,610
0002	Housing	570.202	ESG \$ 0
			HOME \$ 0
			HOPWA \$ 0
		25 Households (General)	ASSISTED HOUSING \$ 0
	Addressing current housing conditions for low and moderate income residents. Residential housing rehabilitation, emergency repair, mobile home repair.		PHA \$ 0
			TOTAL \$ 324,610
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(e)(3) - Low / Mod Housing
Subrecipient: Local Government
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0003	Housing-Habitat for Humanity	01 Acquisition of Real Property	CDBG \$ 20,000
0003	Housing	570.201(a)	ESG \$ 0
			HOME \$ 0
			HOPWA \$ 0
		1 Households (General)	ASSISTED HOUSING \$ 0
	Eliminate poverty housing by building and providing mortgage lending homes at no-profit and no-interest. Participants are in the 30-50% of median income range.		PHA \$ 0
			TOTAL \$ 20,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02

Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(a)(3) - Low / Mod Housing

Subrecipient: Local Government

Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0004	Housing-South Fayetteville Development Corporation	12 Construction of Housing	CDBG \$ 50,000
0004	Housing	570.204	ESG \$ 0
			HOME \$ 0
		4 Housing Units	HOPWA \$ 0
	Project will build affordable housing and assist with subsidized funding for the purchase of new homes.		ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 50,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(a)(3) - Low / Mod Housing
Subrecipient: Local Government
Location(s): Community Wide

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0005	Public Services-Yvonne Richardson Center	050 Youth Services	CD8G \$ 10,000
0006	Public Services	570.201(e)	ESG \$ 0
		1 Public Facilities	HOME \$ 0
	Staff costs for the operation of the Yvonne Richardson Center		HOPWA \$ 0
			ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 10,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
 Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(s)(1) - Low / Mod Area
 Subrecipient: Local Government
 Location(s): Addresses

240 E Rock, Fayetteville, AR 72701

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0006	Public Services-Fayetteville Elderly Tax Program	05A Senior Services	CDBG \$ 30,000
0006	Senior Programs	570.201(e)	ESG \$ 0
			HOME \$ 0
		60 Elderly	HOPWA \$ 0
	Alternative transportation choice for elderly residents of Fayetteville through subsidized cab fare.		ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 30,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Local Government
Location(s): Community Wide

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0008	Public Services-Fayetteville Public Library	05 Public Services (General)	CDBG \$ 13,000
0007	Public Services	570.201(e)	ESG \$ 0
		35 People (General)	HOME \$ 0
			HOPWA \$ 0
			ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 13,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
 Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(e)(2) - Low / Mod Limited Clientele
 Subrecipient: Local Government
 Location(s): Addresses

217 East Dickson, Fayetteville, AR 72701

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources
0009	Public Facilities-Walker Park Playground Equipment	03F Parks, Recreational Facilities	CDBG \$ 40,000
0009	Public Facilities	570.201(c)	ESG \$ 0
		1 Public Facilities	HOME \$ 0
			HOPWA \$ 0
			ASSISTED HOUSING \$ 0
			PHA \$ 0
			TOTAL \$ 40,000
			Total Prior Funding \$ 0

Help the Homeless? No Start Date: 01/01/02
Help those with HIV or AIDS? No Completion Date: 12/31/02

Eligibility: 570.208(a)(1) - Low / Mod Area
Subrecipient: Local Government
Location(s): Addresses

10 W Fifteenth Street, Fayetteville, AR 72701

Entitlement Grant (Includes reallocated funds)

CDBG	\$647,000
ESG	\$0
HOME	\$0
HOPWA	\$0

Total

\$647,000

Prior Years' Program Income NOT previously programmed or reported

CDBG	\$0
ESG	\$0
HOME	\$0
HOPWA	\$0

Total

\$0

Reprogrammed Prior Years' Funds

CDBG	\$0
ESG	\$0
HOME	\$0
HOPWA	\$0

Total

\$0

Total Estimated Program Income

\$0

Section 108 Loan Guarantee Fund

\$0

TOTAL FUNDING SOURCES

\$647,000

Other Funds

\$0

Submitted Proposed Projects Totals

\$647,000

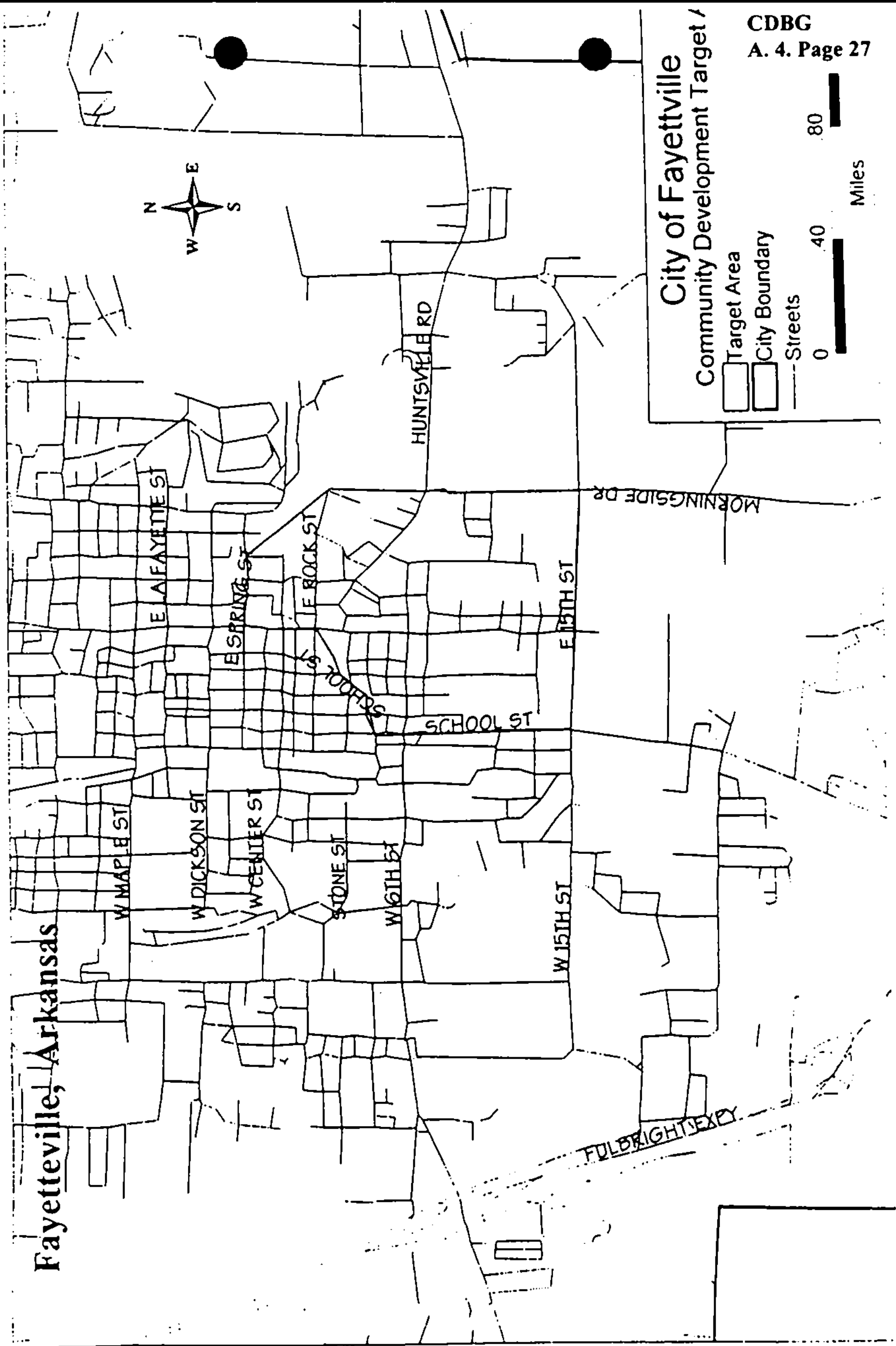
Un-Submitted Proposed Projects Totals

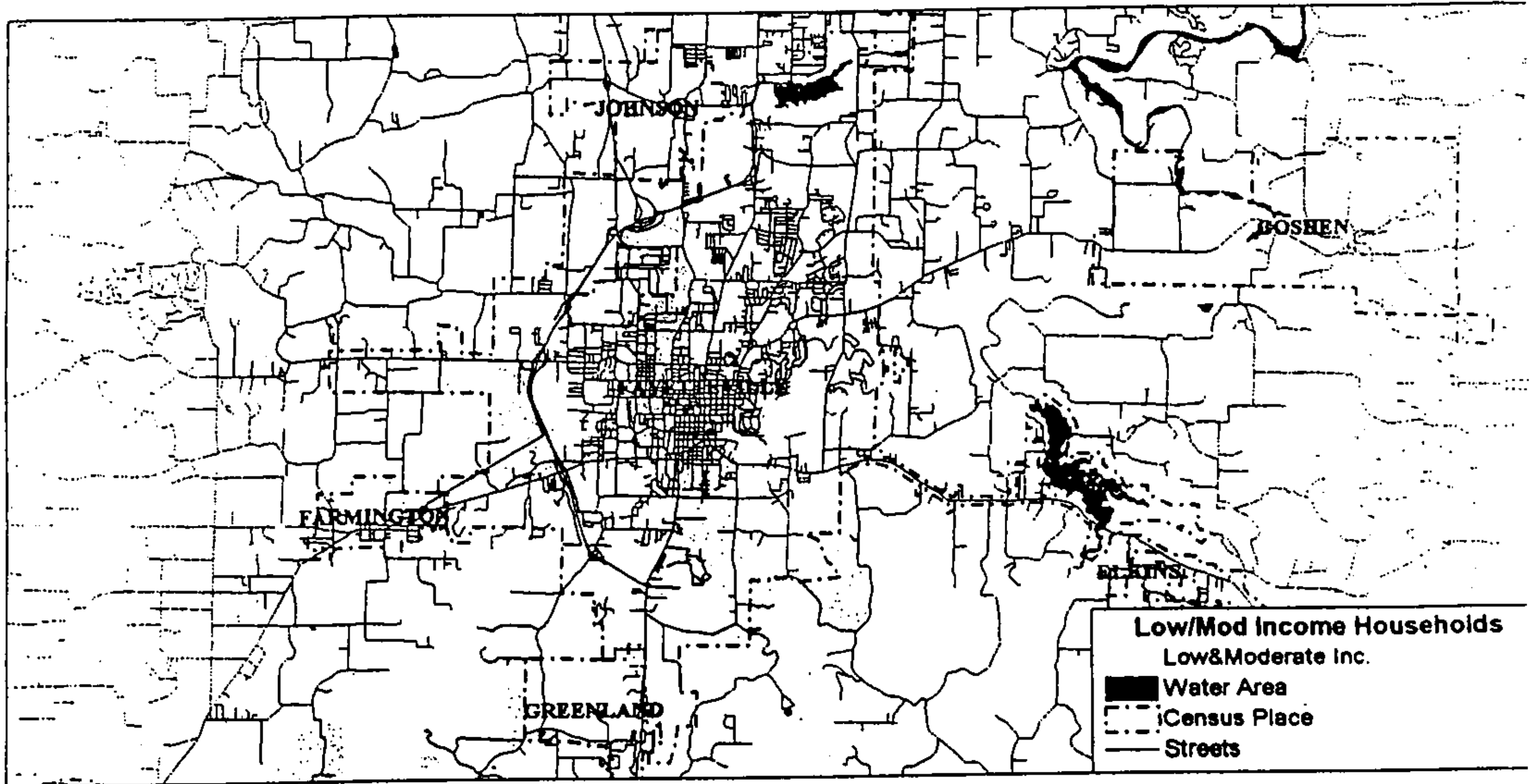
\$0

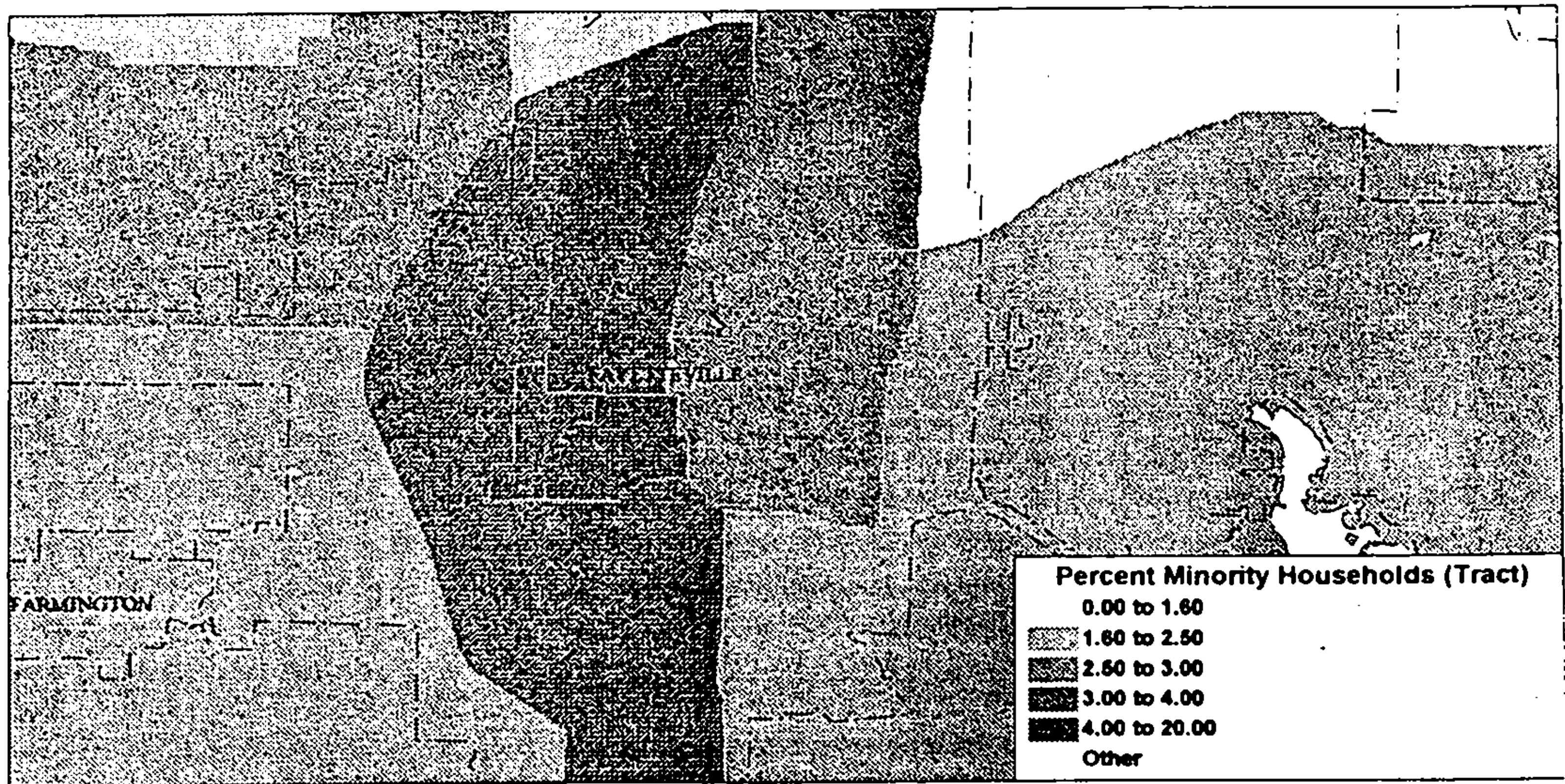
CPD Consolidated Plan / Budget Summary FY2002

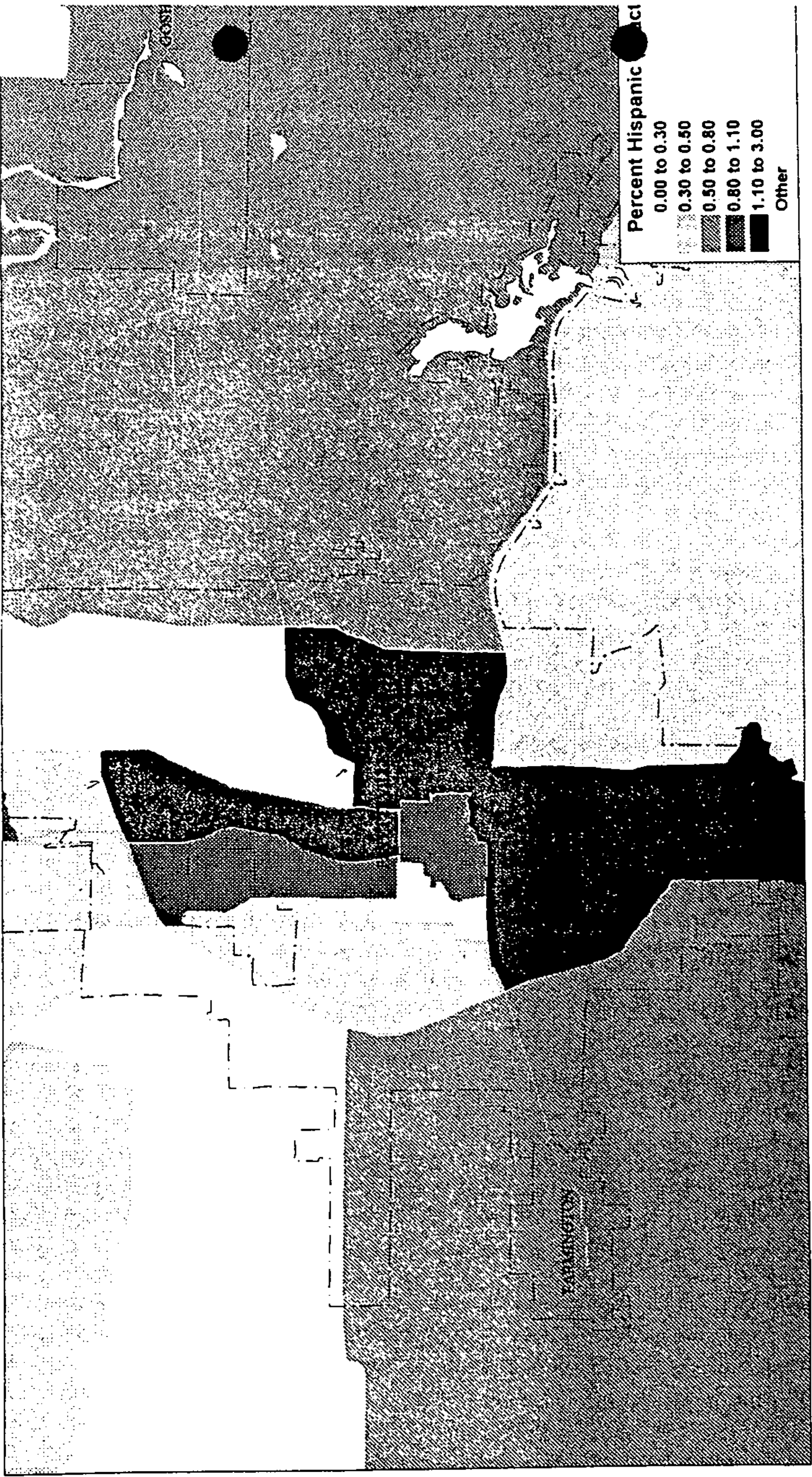
HUD Project #	Name	City Prgm	Budgeted 2002
0001	Admin	4930	129,390
0002	Housing	4940	394,610
0003	Pub Serv	4960	83,000
0004	Pub Facilit	4990	<u>40,000</u>
	Total		<u>647,000</u> 2002 Grant

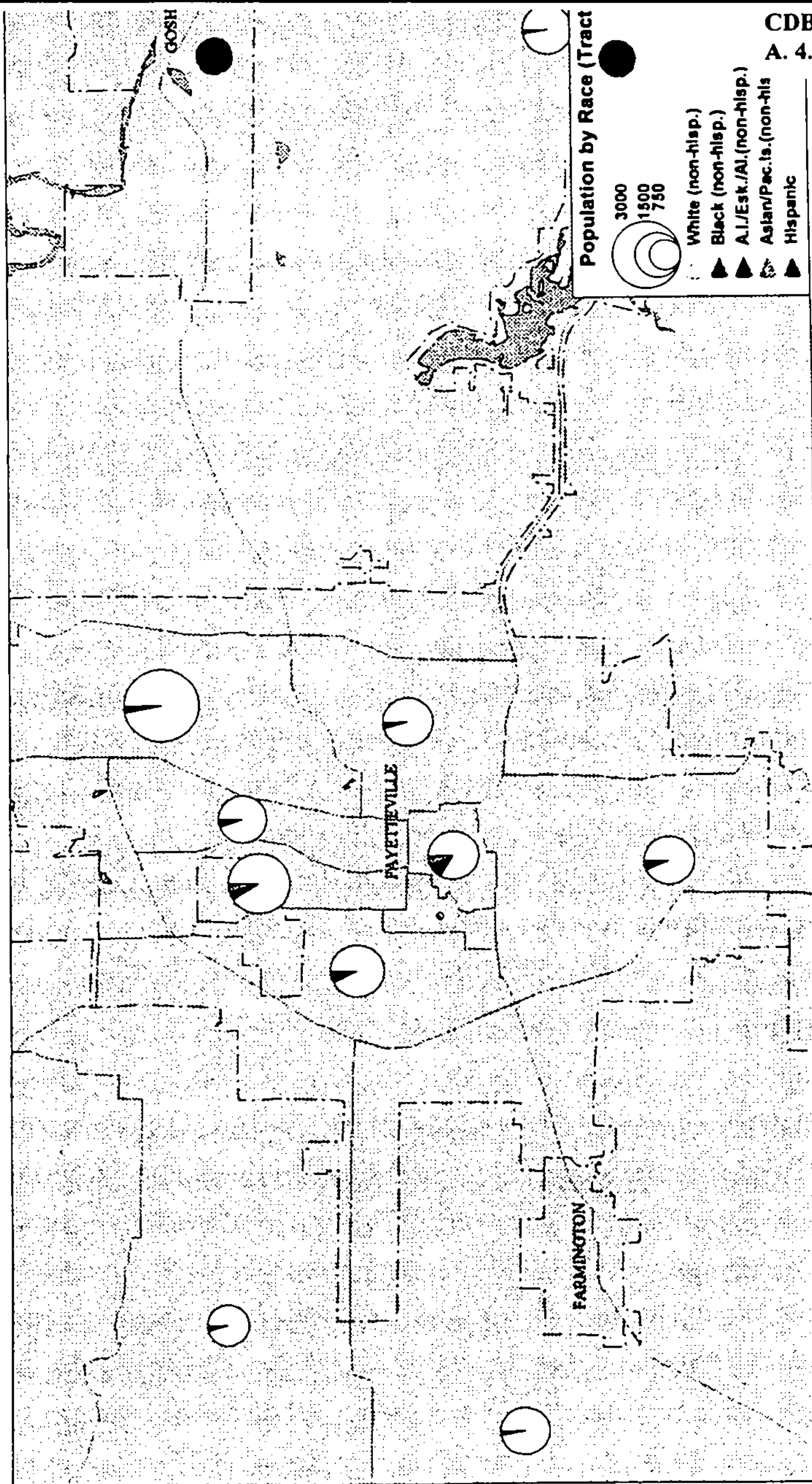
Fayetteville, Arkansas











Consolidated Plan Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing – The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace – It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under

subparagraph 4(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

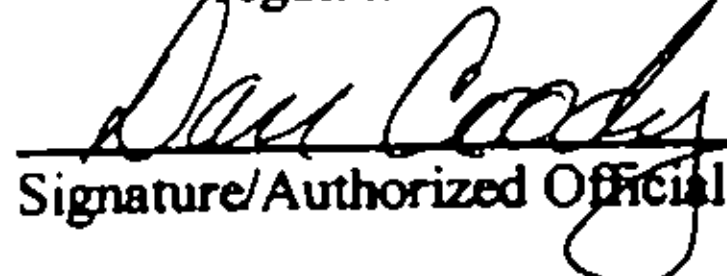
Anti-Lobbying — To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction — The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan — The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 — It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

 12/16/06
Signature/Authorized Official Date

Mayor
Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan — It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds — It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2002 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

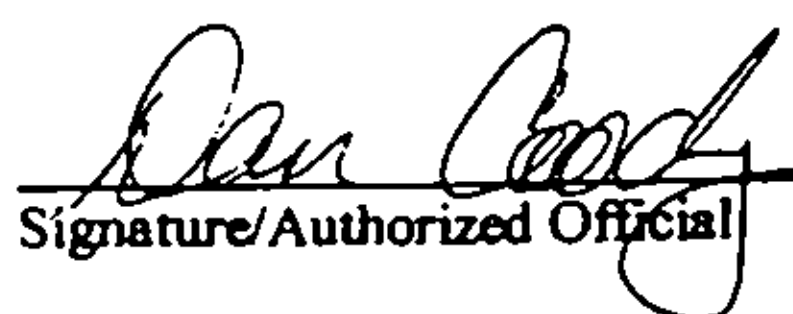
Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR §570.608;

Compliance with Laws – It will comply with applicable laws.

 12/10/01
Signature/Authorized Official Date

Mayor
Title

APPENDIX TO CERTIFICATIONS**INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:****A. Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s); if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
113 W Mountain, Fayetteville, AR 72701

Check X if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Northwest Arkansas
TIMES

WEDNESDAY — October 31, 2001



CITY OF FAYETTEVILLE
COMMUNITY DEVELOPMENT DIVISION

Public Hearing

Interested citizens are invited to attend this hearing to discuss proposed Community Development activities for 2002.

The Hearing will be

Thursday, November 8, 2001, 5:30 p.m.,
City Administration Building, Room 219,
113 W. Mountain St. For more
information call 575-8260.

NORTHWEST ARKANSAS
TIMES

WEDNESDAY — October 10, 2001



CITY OF FAYETTEVILLE

PUBLIC NOTICE

Interested citizens are invited to review and comment on the proposed 2002 Community Development Consolidated Action Plan. The comment period will be for 30 days beginning October 12, 2001. Copies are available at the Fayetteville Public Library, City Clerk's Office and the Community Development Office. For more information call 575-8260.

NORTHWEST ARKANSAS TIMES

SUNDAY — November 4, 2001

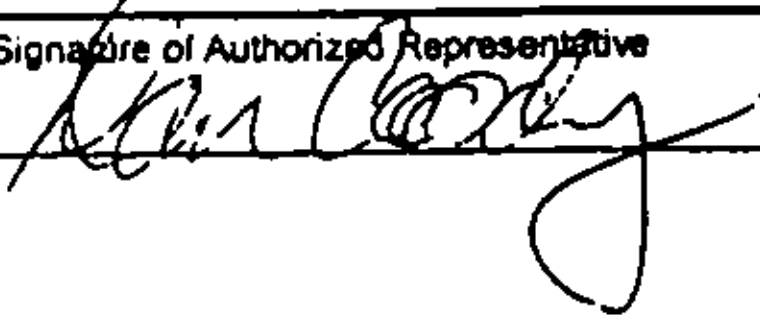


CITY OF FAYETTEVILLE
COMMUNITY DEVELOPMENT DIVISION

Public Hearing

Interested citizens are invited to attend this hearing to discuss proposed Community Development activities for 2002.

The Hearing will be
Thursday, November 8, 2001, 5:30 p.m.,
City Administration Building, Room 219,
113 W. Mountain St. For more
information call 575-8260.

		2. Date Submitted 11/15/01	Applicant Identifier B-02-MC-05-0001	
1. Type of Submission: Application: Construction Preapplication: Non - Construction		3. Date Received by State		State Application Identifier
		4. Date Received by Federal Agency		Federal Identifier
5. Applicant Information				
Legal Name City of Fayetteville		Organizational Unit Municipal Government		
Address 113 W Mountain Fayetteville, AR 72701 Washington		Contact Yolanda Fields, CD Manager (501) 575-8290		
6. Employer Identification Number (EIN): 71-6018462		7. Type of Applicant: Municipal		
8. Type of Application: Type: New				
		9. Name of Federal Agency: US Dept of HUD		
10. Catalog of Federal Domestic Assistance Number: Catalog Number: 14-218 Assistance Title: Community Development Block Grant		11. Descriptive Title of Applicant's Project: Community Development		
12. Areas Affected by Project: Fayetteville, AR				
13. Proposed Project:		14. Congressional Districts of:		
Start Date 01/01/02	Start Date 12/31/02	a. Applicant 3		b. Project 3
15. Estimated Funding:		16. Is Application Subject to Review by State Executive Order 12372 Process?		
a. Federal 647,000 \$655,000		Review Status: Program covered Date::		
b. Applicant \$0				
c. State \$0		17. Is the Applicant Delinquent on Any Federal Debt? No		
d. Local \$0				
e. Other \$0				
f. Program Income \$0				
g. Total 647,000 \$655,000				
18. To the best of my knowledge and belief, all data in this application/preapplication are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.				
a. Typed Name of Authorized Representative Dan Coody		b. Title Mayor		c. Telephone Number (501) 575-8330
d. Signature of Authorized Representative 				e. Date Signed 11/15/01

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT GRANT AGREEMENT**

SOUTH FAYETTEVILLE COMMUNITY DEVELOPMENT CORPORATION

This Agreement, is entered into on this _____ day of _____, 2002 between the City of Fayetteville, hereinafter known as the "City", and the South Fayetteville Community Development Corporation hereinafter known as the SFCDC an Arkansas non-profit corporation.

WHEREAS the City has received funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds from the CDBG Entitlement Cities program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda, and other authority thereunder collectively, the "Act", and administered by the City;

WHEREAS the Act contains certain requirements regarding the use of CDBG funds to fulfill a "national objective" as defined in the Act; the national objective to be fulfilled by the SFCDC is: "Removing blight & slum, construct affordable housing."

WHEREAS the Act prohibits discrimination under any program or activity funded with CDBG monies on the basis of race, color, national origin, sex, age or handicap;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the SFCDC agree as follows:

- A. The City hereby designates and the SFCDC hereby agrees to serve as the sub-recipient of the City's CDBG Entitlement Grant and to administer such grant in accordance with this agreement, and the Act.
2. The SFCDC certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective.
3. Upon execution of the Agreement, the City agrees to allocate the amount of Fifty Thousand Dollars (\$50,000.00).
4. The funding for this Agreement shall begin on the date first written above.
5. Statement of work: To purchase land, assist with the removal of blight and slum from the South Fayetteville Community and to construct homes to be sold to low-to-moderate-income families.
6. Other requirements. To furnish to the City on a quarterly basic, a summary report on the project(s). Failure to provide the required documentation and information will affect the

failure on the SFCDC part to have complied with the applicable federal, state, and local rules and regulations.

- (g) That all contracts for services, and other procurement for materials, services, or construction shall be carried out in compliance with applicable federal, state, and local rules and regulations.
- (h) That authorized city, state, and federal officials and representatives will have access to all books, accounts, records, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

8. Records and Reports:

- (a) The SFCDC shall maintain sufficient records of beneficiary data with regard to the number and demographic character of low to moderate income persons benefitting from the project. Such records will include the following information:
 - * Name, address, phone number.
 - * Age, gender, and race.
 - * Monthly/Annual household income including all household members over 18 years of age.
 - * Disability status.
 - * Single head of household w/children.
 - * Size of household.
 - (b) The SFCDC agrees: To furnish to the City on a quarterly basic, a summary report on the project and its particulars. Quarterly reports (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec 2002) are due to the Community Development Office within fifteen days after the quarter ends. Failure to provide the required documentation and information will affect the funding in this agreement and future Request for Funding. The report will contain the information described in paragraph 8(a) above. The CDBG funding reports for each separate project shall also show:
 - * Who the funds were paid to.
 - * What the funds were used for.
 - * Where the funds were spent.
 - * The amount of the funds expended.
 - (c) The SFCDC agrees to maintain records and reports related to the project for a period of not less than five years following the term of the Agreement.
9. For the purposes of this Agreement, the Project Coordinator for the City shall be Don Hancock or his successor. The Project Coordinator for the SFCDC shall be Lance Fisher or his successor. Communications pertaining to this agreement shall be through the respective Project Coordinators for the City and the SFCDC.

10. Terms of Performance.

- (a) The term of performance for this agreement shall expire December 31, 2002. If this agreement is terminated or canceled in accordance with the terms, conditions, and procedures of this Agreement, within (30) days after termination of this agreement, the SFCDC shall provide and turn over to the City all materials and property, including real property, books, accounts, records, files and other papers, or items pertaining to the project(s).
- (b) The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of the SFCDC. The SFCDC shall make application and submit documentation to the City regarding such circumstances, and a proposal for the new time of constitute an amendment to the agreement.
- (c) The SFCDC shall hold harmless, defend and indemnify the City, HUD and ADFA from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the SFCDC'S performance or nonperformance of the services or subject matter called for in this Agreement.

11. Budget.

- (a) It is expressly agreed and understood that the total amount to be paid to the SFCDC shall not exceed Fifty Thousand Dollars (\$50,000.00). Any funds not obligated before December 31, 2002 shall revert back to the City.
- (b) The SFCDC shall submit to the Community Development Division, a Request for Reimbursement along with proof of payments and invoices showing all expenses, purpose of the expenses, and who the expenses was paid to.

12. CDBG Assets.

- (a) Upon expiration or termination of this agreement, all CDBG funded assets on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds, shall revert to the City to be disposed of in accordance of applicable federal rules, laws and regulations governing the disposition of property, assets and equipment purchased with federal funds.
- (b) Any real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under the SFCDC's control upon expiration or termination of this agreement shall be used to meet one of the national objectives contained in section 570.208 of the Act for a period of five (5) years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the City.
- (c) In the event that the real property is not used in accordance with paragraph 10(b) above, the

SFCDC shall pay to the City an amount equal to the current market value to the property less any portion of the value attributable to non-CDBG funding sources expended to acquire or improve the property.

13. Uniform Administrative Requirements

- (a) The SFCDC shall conform to the requirements of OMB Circular No. A-122, Cost Principals for Non-Profit Organizations.
- (b) The SFCDC shall Conform to the requirements of OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

14. Program Income: The SFCDC agrees that any Program Income as defined by the Act generated by the project and pursuant to this agreement shall be administered as required by the Act and may be expended only upon prior notification and approval of the City.

15. Notices: All notices required or permitted under this agreement shall be submitted in writing to the other party to this agreement, by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Community Development Division
Yolanda Fields,
Community Development Manager
113 west Mountain St.
Fayetteville, AR 72701

S. Fay. Com. Dev. Corp.
Cherry Pearson
SFCDC President
P O Box 59
Fayetteville, AR 72701

16. Conflict of Interest: The SFCDC represents that none of its employees, officers, or directors presently have any interest, either directly or indirectly, which would conflict in any manner with the SFCDC's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by the SFCDC.

17. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated February 2, 2001 confirming the 501(c)(3) tax exempt status of the SFCDC.

18. Suspension and Termination

- (a) Remedies for noncompliance. In accordance with 24 CFR 85.43 of the Act, if the SFCDC materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- * Temporarily withhold cash payments pending correction of the deficiency by the SFCDC or more severe enforcement action by the City,
 - * Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the project, activity, or action not in compliance
 - * In whole or partly suspend or terminate the current award for the SFCDC's project.
 - * Withhold further awards for the project, or
 - * Take other remedies that may be legally available.
- (b) In taking an enforcement action, the City will provide the SFCDC an opportunity for appeal, or other administrative proceeding to which the SFCDC is entitled under statute or regulation applicable to the action involved.
- (a) Costs of the agency resulting from obligations incurred by the SFCDC during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other SFCDC costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- * The costs result from obligations which were properly incurred by the SFCDC before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - * The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (b) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the SFCDC from being subject to "Debarment and Suspension" under E.O. 12549 (see 24 CFR 85.35 of the Act).
- (c) The City's failure to enforce any term or condition of this Agreement shall not be construed as acceptance of the SFCDC non-compliance pursuant to this agreement and the City reserves the right to enforce a finding of non-compliance at any later time during the term of this Agreement.
- (f) Termination for convenience. Except as provided in 24 CFR 85.43 award may be terminated in whole or in part only as follows:
- * By the City with the consent of the SFCDC in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

- * By the SFCDC's upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraph 18(a) or paragraph 18(f)(1) of this section.

19. Binding Effect: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and the SFCDC hereby acknowledges receipt of a duly executed copy of this Agreement complete with all Exhibits attached hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

SFCDC

City of Fayetteville

Cherry Pearson, President

Dan Coody, Mayor

Attested By:

Attested By:

3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.
2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.
3. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.
4. **DDEP:** A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.
5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.
6. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. **APPROVAL OF THE MINUTES**
2. **BID 02-12:** A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.
4. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.
5. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.
6. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
8. **BID 01-55:** A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT GRANT AGREEMENT**

HABITAT FOR HUMANITY

This Agreement, is entered into on this _____ day of _____, 2002, between the City of Fayetteville, hereinafter known as the "City", and Habitat for Humanity of Fayetteville, AR Inc. hereinafter known as HFH-F an Arkansas non-profit corporation.

WHEREAS the City has received funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds from the CDBG Entitlement Cities program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda, and other authority thereunder collectively, the "Act", and administered by the City;

WHEREAS the Act contains certain requirements regarding the use of CDBG funds to fulfill a "national objective" as defined in the Act; the national objective to be fulfilled by HFH-F is: Benefit low-to-moderate-income families, adjusted for family size.

WHEREAS the Act prohibits discrimination under any program or activity funded with CDBG monies on the basis of race, color, national origin, sex, age or handicap;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and HFH-F agree as follows:

1. The City hereby designates and HFH-F hereby agrees to serve as the sub-recipient of the City's CDBG Entitlement Grant and to administer such grant in accordance with this agreement, and the Act.
2. HFH-F certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective.
3. Upon execution of the Agreement, the City agrees to allocate for HFH-F the amount of Twenty Thousand Dollars (\$20,000.00).
4. This Agreement shall begin on the date first written above.
5. Statement of work: Funds to be used for: land acquisition, water/sewer taps, newspaper ads, and/or environmental assessments performed on land acquired by HFH. Water/Sewer tap applications shall be completed by the prospective homeowners.
6. Other requirements. To furnish quarterly reports to the Community Development Division.
7. Scope of Services, HFH-F agrees: All services will benefit low-income families, adjusted for family size.

- (a) Describe Project particulars: Any land purchased will be used to construct new homes for low-income families. Water and/or sewer taps will be for new homes being constructed by HFH. Newspaper ads required to be published for Environmental Assessments due to land acquisition.
- (b) To make available all records for review by the City, and HUD personnel as requested.
- (c) To comply with all applicable federal, state, and local laws and regulations pertaining to the performance of the CDBG grant, including but not limited to;
- Fair Housing Act (42 U.S.C. 3601-20).
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Implementing regulations in 24 CFR Part 1, together with section 109 of the Act (see 560.602), prohibit discrimination in any program or activity funded in whole or in part with funds made available under this part.
 - 24 CFR Part 35 Requirements for Notification, Evaluation and Reduction of Lead-based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance.
 - 24 CFR Part 39 Energy conservation standards.
 - 24 CFR Part 570.502 Grant Administration.
 - 24 CFR Part 570.504 Program Income.
 - 24 CFR Part 570.604 Environmental Standards. The procedures for carrying out such environmental responsibilities are contained in (24 CFR Part 58).
 - 24 CFR Part 570.605 Flood Insurance
 - 24 CFR Part 570.607 Employment & Contracting Opportunities for low income persons.
 - 24 CFR 570.609 Use of Debarred Contractors.
 - 24 CFR 570.611 Conflict of Interest
 - 24 CFR 570.614 Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) & Americans With Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).
- (d) To submit to the City any and all documents demonstrating compliance with all federal, state, and local rules and regulations. Such demonstrations shall be provided at the request of the City. The City's failure to request supporting documentation, however, shall not excuse any failure on HFH-F part to have complied with the applicable federal, state, and local rules and regulations.
- (e) That all contracts for services, and other procurement for materials, services, or construction shall be carried out in compliance with applicable federal, state, and local rules and regulations.
- (h) That authorized city, state, and federal officials and representatives will have access to all books, accounts, records, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

8. Records and Reports:

- (a) HFH-F shall maintain sufficient records of beneficiary data with regard to the number and demographic character of low to moderate income persons benefitting from the project. Such records will include the following information:
- Name, address, phone number.
 - Age, gender, and race.
 - Monthly/Annual household income including all household members over 18 years of age.
 - Disability status.
 - Single head of household w/children.
 - Size of household.
- (b) HFH-F agrees: To furnish to the City on a quarterly basic, a summary report on the project and its particulars. Quarterly reports (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec 2002) are due within fifteen days after the quarter ends. Failure to provide the required documentation and information will affect the funding in this agreement and future Request for Funding. The report will contain the information described in paragraph 8(a) above. The CDBG funding reports shall also show:
- Who the funds were paid to.
 - What the funds were used for.
 - Where the funds were spent.
 - The amount of the funds expended.
- (c) HFH-F agrees to maintain records and reports related to the project for a period of not less than five years following the term of the Agreement.

9. For the purposes of this Agreement, the Project Coordinator for the City shall be Dan Hancock or his successor. The Project Coordinator for HFH-F shall be Pasty Brewer or her successor. Communications pertaining to this agreement shall be through the respective Project Coordinators for the City and HFH-F.

10. Terms of Performance.

- (a) The term of performance for this agreement shall expire December 31, 2002. If this agreement is terminated or canceled in accordance with the terms, conditions, and procedures of this Agreement, within (30) days after termination of this agreement, HFH-F shall provide and turn over to the City all materials and property, including real property, books, accounts, records, files and other papers, or items pertaining to the project.
- (b) The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of HFH-F. HFH-F shall make application and submit documentation to the City regarding such circumstances, and a proposal for the new time of constitute an amendment to the agreement.

- (c) HFH-F shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of HFH-F performance or nonperformance of the services or subject matter called for in this Agreement.

11. Budget.

- (a) It is expressly agreed and understood that the total amount to be paid for HFH-F shall not exceed Twenty Thousand Dollars (\$20,000.00).
- (b) HFH-F shall render to the Community Development Division a Request to pay a vendor for services performed or land acquired as needed.

12. CDBG Assets.

- (a) Upon expiration or termination of this agreement, all CDBG funded assets on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds, shall revert to the City to be disposed of in accordance of applicable federal rules, laws and regulations governing the disposition of property, assets and equipment purchased with federal funds.
- (b) Any real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under HFH-F control upon expiration or termination of this agreement shall be used to meet one of the national objectives contained in section 570.208 of the Act for a period of five (5) years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the City.
- (c) In the event that the real property is not used in accordance with paragraph 10(b) above, HFH-F shall pay to the City an amount equal to the current market value to the property less any portion of the value attributable to non-CDBG funding sources expended to acquire or improve the property.

13. Uniform Administrative Requirements

- (a) HFH-F shall conform to the requirements of OMB Circular No. A-122, Cost Principals for Non-Profit Organizations.
- (b) HFH-F shall Conform to the requirements of OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

- 14. Program Income: HFH-F agrees that any Program Income as defined by the Act generated by the project and pursuant to this agreement shall be administered as required by the Act and may be expended only upon prior notification and approval of the City.

15. Notices: All notices required or permitted under this agreement shall be submitted in writing to the other party to this agreement, by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Community Development Division
Yolanda Fields
Community Development Manager
113 west Mountain St.
Fayetteville, AR 72701

Habitat for Humanity of Fayetteville, AR
Pasty Brewer
Executive Director
419 W. Rock St. #2
P O Box 1863
Fayetteville, AR 72702

16. Conflict of Interest: HFH-F represents that none of its employees, officers, or directors presently have any interest, either directly or indirectly, which would conflict in any manner with HFH's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by HFH.

17. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of HFH-F.

18. Suspension and Termination

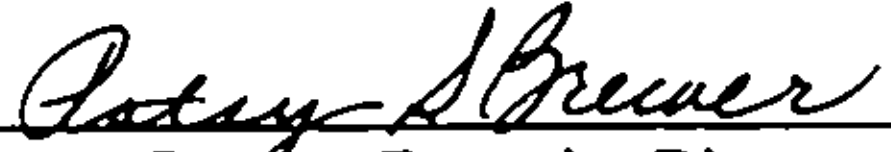
- (a) Remedies for noncompliance. In accordance with 24 CFR 85.43 of the Act, if HFH-F materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold cash payments pending correction of the deficiency by HFH-F or more severe enforcement action by the City,
 - Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the project, activity, or action not in compliance
 - In whole or partly suspend or terminate the current award for HFH-F project,
 - Withhold further awards for the project, or
 - Take other remedies that may be legally available.
- (b) In taking an enforcement action, the City will provide HFH-F an opportunity for appeal, or other administrative proceeding to which HFH-F is entitled under statute or regulation applicable to the action involved.
- (c) Costs of the agency resulting from obligations incurred by HFH-F during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other HFH-F costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- The costs result from obligations which were properly incurred by HFH-F before the

- The costs result from obligations which were properly incurred by HFH-F before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude HFH-F from being subject to "Debarment and Suspension" under E.O. 12549 (see 24 CFR 85.35 of the Act).
- (e) The City's failure to enforce any term or condition of this Agreement shall not be construed as acceptance of HFH-F non-compliance pursuant to this agreement and the City reserves the right to enforce a finding of non-compliance at any later time during the term of this Agreement.
- (f) Termination for convenience. Except as provided in 24 CFR 85.43 award may be terminated in whole or in part only as follows:
- By the City with the consent of HFH-F in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - By HFH-F upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraph 16(a) or paragraph 16(f)(1) of this section.
19. Binding Effect: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and HFH-F hereby acknowledges receipt of a duly executed copy of this Agreement complete with all Exhibits attached hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Habitat for Humanity

City of Fayetteville


Pasty Brewer, Executive Director

Dan Coody, Mayor


Attested By:

Attested By:

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT GRANT AGREEMENT**

FAYETTEVILLE BOYS & GIRLS CLUB

This Agreement, entered into on this _____, of _____ 2002, between the City of Fayetteville, Arkansas, hereinafter known as the "City", and Fayetteville Boys & Girls Club, hereinafter known as "FBGC" an Arkansas non-profit corporation.

WHEREAS the City has received funding from the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds from the CDBG Entitlement Cities program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda, and other authority thereunder collectively, the "Act", and administered by the City;

WHEREAS the Act contains certain requirements regarding the use of CDBG funds to fulfill a "national objective" as defined in the Act; the national objective to be fulfilled by the FBGC is: Provide programs for at-risk youths and academic performance (homework support tutoring).

WHEREAS the Act prohibits discrimination under any program or activity funded with CDBG monies on the basis of race, color, national origin, sex, age or handicap;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the FBGC agree as follows;

1. Sub-recipient Designation and Administration of Grant. The City hereby designates and the FBGC hereby agrees to serve as the sub-recipient of the City's CDBG Entitlement Grant and to administer such grant in accordance with this agreement, and the Act.
2. Upon execution of the Agreement, the City agrees to allocate Thirty-Thousand Dollars (\$30,000) to provide programming that gives at-risk youths, skills to be successful in life.
3. The funding in this agreement shall begin on the date first written above and expire on December 31, 2002 .
4. Statement of services: Provide programs to at-risk youths 5 days a week.
5. Other requirements. To furnish to the City on a quarterly basic, a summary report on the project and its particulars. Quarterly reports (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec 2002) are due within fifteen days after the quarter ends. Failure to provide the required documentation and information will affect the funding in this agreement and future Request for Funding.

6. Scope of Services, the FBGC agrees to: Provide programs to at-risk youths, programs include but not limited to; Provision for a safe environment, Provision for numerous programs to develop leadership/ life skills and assist with academic performance (homework support tutoring), Provision of adult role model for youth development of various sport skills and recreational activity appreciation, Provision of programs to aid in making good choices and educate about lifestyle risk.

(a) Describe the project particulars: Programs to develop leadership/life skills and assist with academic performance. Programs to aid in making good choices and educate about lifestyle risk.

(b) Describe other responsibilities directly or indirectly related to the project. Provide feedback from the parents of students involved in the programs.

(c) To make available all records for review by the City, and HUD personnel as requested.

(d) To furnish to the City at the completion of the programs, a summary report on the programs and the particulars.

(e) To comply with all applicable federal, state, and local laws and regulations pertaining to the performance of the CDBG grant, including but not limited to;

- * Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Implementing regulations in 24 CFR Part 1, Together with section 109 of the Act (see 560.602), prohibit discrimination in any program or activity Funded in whole or in part with funds made available under this part.
- * 24 CFR Part 570.502 Grant Administration.
- * 24 CFR Part 570.607 Employment & Contracting Opportunities for low income persons.
- * 24 CFR 570.611 Conflict of Interest

(f) To submit to the City any and all documents demonstrating compliance with all federal, state, and local rules and regulations. Such demonstrations shall be provided at the request of the City. The city's failure to request supporting documentation, however, shall not excuse any failure on the FBGC part to have complied with the applicable federal, state, and local rules and regulations.

(g) That all contracts for services and procurement for materials shall be carried out in compliance with applicable federal, state, and local rules and regulations.

(h) That authorized city, state, and federal officials and representatives will have access to all books, accounts, records, files, and other papers, items or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

7. Records and Reports

- (a) The FBGC shall maintain sufficient records of beneficiary data with regard to the number and demographic character of low to moderate income persons benefitting from the programs. Such records will include the following information:
- * Name, address, phone number.
 - * Age, gender, and race (this information is voluntary for the program beneficiary).
 - * Monthly/Annual household income including all household members over 18 years of age.
 - * Disability status.
 - * Single head of household w/children.
 - * Size of Household.
- (b) The FBGC agrees to provide a report regarding the progress status of the project on a quarterly basis during the term of the agreement. The report will contain the information described in paragraph 7(a) above. The report will contain other information relevant to the type of project such as: a brief description of the program(s) and how many youths / adults participated.
- (c) The FBGC agrees to maintain records and reports related to the project for a period of not less than five years following the term of the Agreement.

8. Designation of Project Coordinator. For the purposes of this Agreement, the Project Coordinator for the City shall be Yolanda Fields Community Development Manager or her successor. The Project Coordinator for the FBGC shall be John Benberg, Executive Director or his successor. Communications pertaining to this agreement shall be through the respective Project Coordinators for the City and the FBGC.

9. Terms of Performance.

- (a) If this agreement is terminated or canceled in accordance with the terms, conditions, and procedures of this Agreement, within (30) days after termination of this agreement, the FBGC shall provide and turn over to the City all materials and property, including books, accounts, records, files and other papers, or items pertaining to the project.
- (b) The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of the FBGC. The FBGC shall make application and submit documentation to the City regarding such circumstances, and a proposal for the new time of constitute an amendment to the agreement.

10. CDBG Assets.

- (a) Upon expiration or termination of this agreement, all CDBG funded assets on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds, shall revert to the City to be disposed of in accordance of applicable federal rules, laws and regulations governing the disposition of property, assets and equipment purchased with federal funds.

11. Uniform Administrative Requirements

- (a) The FBGC shall conform to the requirements of OMB Circular No. A-122, Cost Principals for Non-Profit Organizations.

- (b) The FBGC shall Conform to the requirements of OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

- 12. Program Income: The FBGC agrees that any Program Income as defined by the Act generated by the project and pursuant to this agreement shall be administered as required by the Act and may be expended only upon prior notification and approval of the City.

- 13. Notices: All notices required or permitted under this agreement shall be submitted in writing to the cther party to this agreement, by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Community Development
Yolanda Fields
Community Development Manager
113 W. Mountain St.
Fayetteville, AR 72701

Fayetteville Boys & Girls Club
John Benberg
Executive Director
915 California Blvd.
Fayetteville, Arkansas 72701

- 14. Conflict of Interest: The FBGC represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with FBGC's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by the FBGC.

- 15. Tax Exempt Status: Attached hereto as Exhibit C by this reference and made part hereof is a copy of correspondence from the Internal Revenue Service dated August 23, 1996 confirming the 501(c)(3) tax exempt status of the FBGC.

16. Suspension and Termination

- (a) Remedies for noncompliance. In accordance with 24 CFR 85.43 of the Act, if the FBGC materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- * Temporarily withhold cash payments pending correction of the deficiency by the FBGC or more severe enforcement action by the City,
 - * Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the project, activity, or action not in compliance
 - * In whole or partly suspend or terminate the current award for the FBGC project,
 - * Withhold further awards for the project, or
 - * Take other remedies that may be legally available.
- (b) In taking an enforcement action, the City will provide the FBGC an opportunity for appeal, or other administrative proceedings to which the FBGC is entitled under statute or regulation applicable to the action involved.
- (c) Costs of the FBGC resulting from obligations incurred by the FBGC during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other FBGC costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- * The costs result from obligations which were properly incurred by the FBGC before the effective date of suspension or termination, are not in Anticipation of it, and, in the case of a termination, are noncancellable, and,
 - * The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the FBGC from being subject to "Debarment and Suspension" under E.O. 12549 (see 24 CFR 85.35 of the Act).
- (e) The City's failure to enforce any term or condition of this Agreement shall not be construed as acceptance of the FBGC non-compliance pursuant to this agreement and the City reserves the right to enforce a finding of non-compliance at any later time during the term of this Agreement.

(f) Termination for convenience. Except as provided in 24 CFR 85.43 award may be terminated in whole or in part only as follows:

- * By the City with the consent of the FBGC in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- * By the FBGC upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraph 16(a) or paragraph 16(f)(1) of this section.

17. Binding Effect: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and the FBGC hereby acknowledge receipt of a duly executed copy of this Agreement complete with all Exhibits attached hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Fayetteville Boys & Girls Club

City of Fayetteville


John Benberg, Executive Director

Dan Coody, Mayor


Attested By:

Attested By:

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT GRANT AGREEMENT**

FAYETTEVILLE PUBLIC LIBRARY

This Agreement, is entered into on this _____ day of _____, 2002, between the City of Fayetteville, hereinafter known as the "City", and Fayetteville Public Library hereinafter known as the Library.

WHEREAS the City has received funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds from the CDBG Entitlement Cities program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda, and other authority thereunder collectively, the "Act", and administered by the City;

WHEREAS the Act contains certain requirements regarding the use of CDBG funds to fulfill a "national objective" as defined in the Act; the national objective to be fulfilled by the Library is: Benefit low-to-moderate-income individuals and/or families, adjusted for family size.

WHEREAS the Act prohibits discrimination under any program or activity funded with CDBG monies on the basis of race, color, national origin, sex, age or handicap;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Library agree as follows:

1. The City hereby designates and the Library hereby agrees to serve as the sub-recipient of the City's CDBG Entitlement Grant and to administer such grant in accordance with this agreement, and the Act.
2. The Library certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective.
3. Upon execution of the Agreement, the City agrees to allocate the amount of Thirteen Thousand Dollars (\$13,000.00).
4. The funding for this Agreement shall begin on the date first written above and expire on December 31, 2002, any funds not obligated prior to December 31, 2002 will revert back to the City.
5. Statement of work: Funds to be used for an outreach program to the Hispanic Community. To purchase literacy and Spanish language materials for adults and children.
6. Other requirements. Maintain records on materials purchased, services performed, individuals and families served. Furnish to the City on a quarterly basis, a summary report on projects and its particulars. Quarterly reports (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec 2002) are due within fifteen days after the quarter ends. Failure to provide the required documentation and

information will affect the funding in this agreement and future Request for Funding.

7. Scope of Services, The Library agrees: Services will benefit low-to-moderate-income individuals and families, adjusted for family size.
 - (a) Describe Project particulars: To improve services to our Spanish speaking population.
 - (b) To make available all records for review by the City, and HUD personnel as requested.
 - (c) To comply with all applicable federal, state, and local laws and regulations pertaining to the performance of the CDBG grant, including but not limited to;
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Implementing regulations in 24 CFR Part 1, together with section 109 of the Act (see 560.602), prohibit discrimination in any program or activity funded in whole or in part with funds made available under this part.
 - 24 CFR Part 570.502 Grant Administration.
 - 24 CFR Part 570.504 Program Income.
 - 24 CFR Part 570.607 Employment & Contracting Opportunities for low income persons.
 - 24 CFR 570.611 Conflict of Interest
 - (d) To submit to the City any and all documents demonstrating compliance with all federal, state, and local rules and regulations. Such demonstrations shall be provided at the request of the City. The City's failure to request supporting documentation, however, shall not excuse any failure on the Library's part to have complied with the applicable federal, state, and local rules and regulations.
 - (e) That all contracts for services and procurement for materials shall be carried out in compliance with applicable federal, state, and local rules and regulations.
 - (g) That authorized city, state, and federal officials and representatives will have access to all books, accounts, records, files, and other papers, or things pertaining to the project in order to make audits, examinations, excerpts and transcripts.
8. Records and Reports:
 - (a) The Library shall maintain sufficient records of beneficiary data with regard to the number and demographic character of low-to-moderate-income persons/families benefitting from the project. Such records will include the following information:
 - Name, address, phone number.
 - Age, gender, and race.
 - Monthly/Annual household income including all household members over 18 years of age.
 - Disability status.
 - Single head of household w/children.

- **Size of household.**

(b) The Library agrees to provide a final summary report within thirty (30) days after the expiration of this agreement. The report will contain the information described in paragraph 8(a) above.

(c) The Library agrees to maintain records and reports related to the project for a period of not less than five years following the term of the Agreement.

9. For the purposes of this Agreement, the Project Coordinator for the City shall be Yolanda Fields or his successor. The Project Coordinator for the Library shall be Steven Thomas or his successor. Communications pertaining to this agreement shall be through the respective Project Coordinators for the City and the Library.

10. Terms of Performance.

(a) If this agreement is terminated or canceled in accordance with the terms, conditions, and procedures of this Agreement, within (30) days after termination of this agreement, the Library shall provide and turn over to the City all materials, books, accounts, records, files and other papers, or items pertaining to the project.

(b) The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of the Library. The Library shall make application and submit documentation to the City regarding such circumstances, and a proposal for the new time of constitute an amendment to the agreement.

(c) The Library shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the Library's performance or nonperformance of the services or subject matter called for in this Agreement.

11. Budget.

(a) It is expressly agreed and understood that the total amount to be paid to the Library shall not exceed Thirteen Thousand Dollars (\$13,000.00).

(b) The Library shall render to the Community Development Division a Request for Funds.

12. CDBG Assets.

(a) Upon expiration or termination of this agreement, all CDBG funded assets on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds,

shall revert to the City to be disposed of in accordance of applicable federal rules, laws and regulations governing the disposition of property, assets and equipment purchased with federal funds.

13. Uniform Administrative Requirements

- (a) The Library shall conform to the requirements of OMB Circular No. A-122, Cost Principals for Non-Profit Organizations.
- (b) The Library shall Conform to the requirements of OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

14. Program Income: The Library agrees that any Program Income as defined by the Act generated by the project and pursuant to this agreement shall be administered as required by the Act and may be expended only upon prior notification and approval of the City.

15. Notices: All notices required or permitted under this agreement shall be submitted in writing to the other party to this agreement, by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Community Development Division
Yolanda Fields
Community Development Manager
113 west Mountain St.
Fayetteville, AR 72701

Fayetteville Public Library
Louise Schaper
Library Director
217 E. Dickson St.
Fayetteville, AR 72701

16. Conflict of Interest: The Library represents that none of its employees, officers, or directors presently have any interest, either directly or indirectly, which would conflict in any manner with the Library's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by the Library.

17. Suspension and Termination

- (a) Remedies for noncompliance. In accordance with 24 CFR 85.43 of the Act, if the Library materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - Temporarily withhold cash payments pending correction of the deficiency by the Library or more severe enforcement action by the City,

- Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the project, activity, or action not in compliance
 - In whole or partly suspend or terminate the current award for the Library project,
 - Withhold further awards for the project, or
 - Take other remedies that may be legally available.
- (b) In taking an enforcement action, the City will provide the Library an opportunity for appeal, or other administrative proceeding to which the Library is entitled under statute or regulation applicable to the action involved.
- (c) Costs of the agency resulting from obligations incurred by the Library during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Library costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- The costs result from obligations which were properly incurred by the Library before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Library from being subject to "Debarment and Suspension" under E.O. 12549 (see 24 CFR 85.35 of the Act).
- (e) The City's failure to enforce any term or condition of this Agreement shall not be construed as acceptance of the Library's non-compliance pursuant to this agreement and the City reserves the right to enforce a finding of non-compliance at any later time during the term of this Agreement.
- (f) Termination for convenience. Except as provided in 24 CFR 85.43 award may be terminated in whole or in part only as follows:
- By the City with the consent of the Library in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - By the Library upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraph 16(a) or paragraph 16(f)(1) of this section.

19. Binding Effect: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and the Library hereby acknowledges receipt of a duly executed copy of this Agreement complete with all Exhibits attached hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Fayetteville Public Library



Louise Schaper, Director

City of Fayetteville


Dan Coody, Mayor

Attested By:


Attested By:

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2002

FROM:

Ron Petrie
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: An ordinance waiving the requirements of formal competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000.00 to provide water service to the Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.

COST TO CITY:

\$ 17,900.00 (Haul Road)

\$ 68,000.00 (Waterline)
Cost of this Request

\$ 124,000.00
Category/Project Budget

Boys & Girls Club Impr.
Category/Project Name

4470-9470-5809-00

4470-9470-5808-00
Account Number

\$ 0.00
Funds Used To Date

Water/Sewer & Street Imp
Program Name

01013-0060

01013-0040
Project Number

\$ 124,000.00
Remaining Balance

Sales Tax Capital Improv.
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

[Signature] 3-11-02
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Maria Farthing 3/11/02
Accounting Manager Date

Danny Smith 3/12/02
Internal Auditor Date

[Signature] 3/12/02
City Attorney Date

ADA Coordinator Date

Purchasing Officer Date

Grants Coordinator Date

STAFF RECOMMENDATION: Approval of the bid waiver & contractual agreement in the amount of \$68,000.00 and \$17,900.00 for the above described construction.

[Signature] 03-11-02
Division Head Date

[Signature] 03-11-02
Department Director Date

[Signature] 3/12/02
Administrative Services Director Date

[Signature] 3/11/02
Mayor Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

Boys
C. 6.

ORDINANCE NO. _____

AN ORDINANCE TO WAIVE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND TO APPROVE A CONTRACTUAL AGREEMENT WITH THE FAYETTEVILLE YOUTH CENTER, INC. IN THE AMOUNT OF \$68,000.00 TO PAY FOR CONSTRUCTION OF A WATER LINE AND \$17,900.00 FOR CONSTRUCTION OF A TEMPORARY HAUL ROAD

WHEREAS, on August 21, 2001, the City entered into a contractual agreement with the Fayetteville Youth Center, Inc. d/b/a the Fayetteville Boys and Girls Club, Inc. in which the City agreed to "A. Provide and/or pay for access road and haul road to the site. B. Provide or pay for adequate water and sewer service to the Project."; and

WHEREAS, the Engineering Division recommends that to avoid potential conflicts between two different contractors and to facilitate rapid and harmonious construction of these necessary infrastructure improvements, the requirements of competitive bidding be waived for this construction.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that this is an exceptional circumstance in which normal competitive bidding is not feasible or practical in that bringing in a second and possible third contractor to build infrastructure at this site would needlessly cause disruptions and conflicts with scheduling and work progress of the general contractor for the new multi-million dollar Reynolds Boys and Girls Club.

Therefore, the City Council hereby waives the normal competitive bidding requirements and agrees to the Contractual Agreement with the Fayetteville Youth Center, Inc. attached as Exhibit A.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody to sign this Contractual Agreement.

PASSED and APPROVED this the 19th day of March, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8206

ENGINEERING DIVISION CORRESPONDENCE

TO: Dan Coody, Mayor
THRU: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *Jan b*
FROM: Ron Petrie, Staff Engineer *RP*
DATE: March 11, 2002
SUBJECT: Proposed Bid Waiver & Contractual Agreement in the amount of \$68,000.00 with the Fayetteville Boys & Girls Club for the extension of water to the Donald W. Reynolds Facility and \$17,900 for a temporary haul road.

On August 21, 2001, the City Council approved a Contractual Agreement (Resolution No. 119-01) in which the City agreed to "provide and/or pay for adequate water and sewer service to the [Boys & Girls Club] Project" and "provide and/or pay for [an] access road and haul road to the site." In addition, there was \$124,000.00 allocated for water & sewer extensions to serve this new facility and the adjoining park land in the 2001 Capital Improvement Program which has been roll-forwarded to the 2002 budget.

The project construction drawings reflect that no public sewer extensions will be necessary to serve this project and that a large portion of the waterline is to be installed near the building and under the proposed parking lots and driveways. Therefore, it was determined that to avoid potential conflicts between two different contractors, the preferred situation would be to have the Boys and Girls Club's general contractor, Nabholz Construction, install the waterline & haul road and have their engineer, Engineering Design Associates, provide the design and construction inspection for the waterline. The Engineering Division has already designed the temporary haul road and will provide the construction inspection. Therefore, upon the recommendation of the Engineering Division, the City is requested to enter into a contractual agreement with the Boys and Girls Club in order for their contractor to construct the waterline & haul road that the City has previously agreed to provide.

The Boys & Girls Club's Engineer & Contractor has provided the actual construction costs for the design, construction, inspection, and management for the waterline installation to be \$68,000.00 and \$17,900.00 for the haul road construction.

✓
Mayor Dan Coody
March 11, 2002

Page Two (2)

The final costs to the City will be based upon actual costs as documented by the Boys and Girls Club subject to review by the City and may, or may not exceed the bid price. However, the City's cost will not exceed \$68,000.00 for the waterline and \$17,900.00 for the haul road without additional authorization.

Enclosures:

Copy of Resolution No. 119-01
Construction Drawings (Reduced Scale)
Contractual Agreement with the Boys & Girls Club
Construction Bids by Nabholz Construction Co.
Engineering Costs by EDA
Purchase Requisition

RESOLUTION NO. 119-01

A RESOLUTION TO APPROVE A CONTRACTUAL AGREEMENT WITH THE FAYETTEVILLE YOUTH CENTER, INC. TO BUILD INFRASTRUCTURE IMPROVEMENTS FOR ROAD, WATER, SEWER, AND PARKLAND DEVELOPMENT AND TO ENTER INTO A LEASE OF PARKLAND WITH THE FAYETTEVILLE YOUTH CENTER, INC.

WHEREAS, the City of Fayetteville and the Fayetteville Youth Center, Inc. d/b/a/ Fayetteville Boys and Girls Club, Inc. have worked together to provide recreation for Fayetteville citizens for decades, and;

WHEREAS, the City of Fayetteville desires to work with the Fayetteville Boys and Girls Club, Inc. make the new Donald W. Reynolds Boys and Girls Club in Fayetteville become a reality by assisting with infrastructure and parkland improvements.

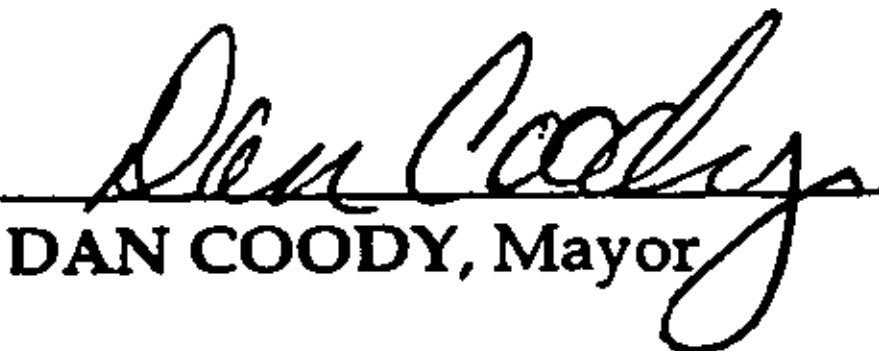
NOW, THEREFORE, BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas approves the Contractual Agreement between the City and the Fayetteville Youth Center, Inc. d/b/a/ Fayetteville Boys and Girls Club, Inc., agrees to fund the infrastructure improvements pursuant to this Agreement, and agrees to enter into a long-term lease of parkland pursuant to Section 3 of the Agreement.

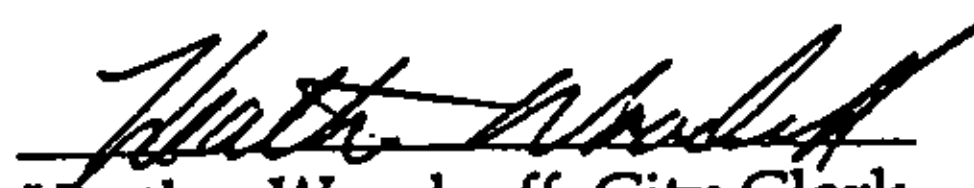
Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes Mayor Dan Coody to sign this Contractual Agreement which is attached as Exhibit A.

PASSED and APPROVED this the 21st day of August, 2001.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
Heather Woodruff, City Clerk

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this 22nd day of August, 2001, by and between the City of Fayetteville, Arkansas, (hereinafter called "City") and Fayetteville Youth Center, Inc. d/b/a/ Fayetteville Boys and Girls Club, Inc. of Washington County, (hereinafter called "Boys and Girls Club"), Witnesseth:

WHEREAS, Fayetteville Youth Center, Inc. d/b/a Fayetteville Boys and Girls Club, Inc. is a non-profit corporation established to serve recreational needs of Fayetteville's youth and adults; and

WHEREAS, the City has previously committed to build certain infrastructure in support of the construction of the new Donald W. Reynolds Boys and Girls Club facility (hereinafter called "the Project"); and

WHEREAS, the City's Planning Commission has approved the plat for development of the Project based upon the City's assurances it would provide street, water and sewer necessary to serve this Project; and

WHEREAS, the City Council affirmed the Planning Commission's approval and has already budgeted funds to construct some of the necessary infrastructure; and

WHEREAS, the Donald W. Reynolds Foundation desires to have an executed agreement formalizing the City's support (through infrastructure improvements) of the Project; and

WHEREAS, the Donald W. Reynolds Boys and Girls Club with adjoining city park land will be a major and enduring asset for the City and citizens of Fayetteville.

NOW, THEREFORE, the City of Fayetteville (City) and the Fayetteville Youth Center, Inc. d/b/a/ Fayetteville Boys and Girls Club, Inc. (Boys and Girls Club) agree as follows:

1. Upon the Boys and Girls Club obtaining sufficient donations to receive the full grant from the Donald W. Reynolds Foundation and completing all other necessary actions to enable construction of the new Donald W. Reynolds Boys and Girls Club, (the Project) to commence, the City of Fayetteville agrees to:
 - A. Provide and/or pay for access road and haul road to the site.
 - B. Provide or pay for adequate water and sewer service to the Project.
 - C. Pay for development of the park land it owns near the

Project. Such development shall include realignment of the intermittent stream to the edge of the property, construction of two lighted playing fields, a trail around the edge of the property and a parking lot on the property. The City shall meet these obligations by advancing \$395,000.00 in 2001 or when requested, an additional \$250,000.00 in 2002 or when requested and an additional \$430,000.00 in the first seven months of 2003. With these payments, the city is purchasing development services from the Boys and Girls Club and the Boys and Girls Club will be responsible for the development described above.

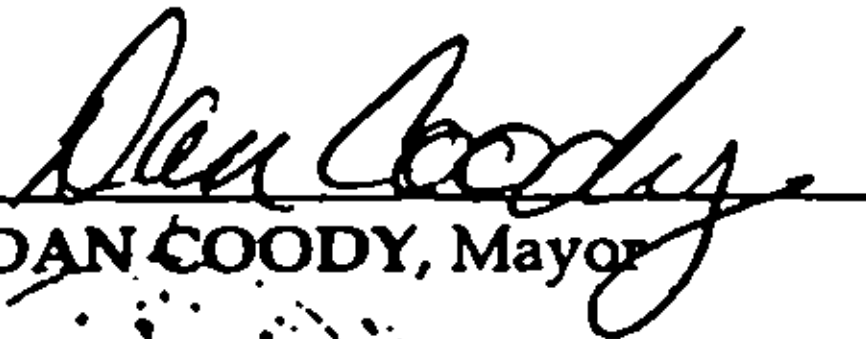
- D. The City is not required to commence design or construction of its commitments until the Boys and Girls Club, Inc. has fully completed its financing program for the Project. The City shall not be required to commence any bidding or construction of the infrastructure until the Boys and Girls Club has awarded a construction contract for the Project.
2. The Fayetteville Youth Center, Inc. d/b/a/ Fayetteville Boys and Girls Club, Inc. agrees: _____
- A. To continue its diligent efforts to raise the necessary \$1,852,083.00 in private donations in order to secure the receipt of the full Donald W. Reynolds Foundation Grant and begin construction.
- B. To timely inform the Donald W. Reynolds Foundation of agreements reached with the City to support this Project and request approval or needed changes of such agreements to satisfy the Reynolds Foundation concerns about the feasibility of this Project.
- C. To complete the construction of the Project in substantial compliance with the Preliminary Plat and in coordination with the City's construction of infrastructure and development of its park land adjacent to the Project.
3. The City and the Boys and Girls Club agree to enter into a long term lease for the park land. Citizens, who are not members, shall be allowed to use the entire facility for a nominal daily use fee. The Boys and Girls Club will not charge citizens to be present on the park land (other than the playing fields); however, the Boys and Girls Club has the responsibility to schedule events on the park land. The playing fields shall be game fields and use must be scheduled through the Boys and Girls Club. Unaffiliated groups that appropriately meet the criteria for use of the game fields will be allowed to

schedule use of the fields for a fee that is based on the operation and maintenance costs of the fields. The Boys and Girls Club may close the playing fields during any period for the protection of the condition of the playing surface. The Boys and Girls Club shall be responsible for scheduling and maintaining the park land. Restroom facilities with outside access shall be available during club hours to the general public and shall be available to specific field users at all scheduled times of use. The Boys and Girls Club will open its facility to the public without costs on specific scheduled days announced in advance of such times. The facility shall be open to the public without costs for a minimum of four days each calendar year beginning in year 2004.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

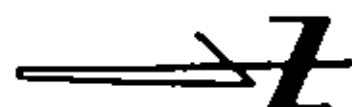
CITY OF FAYETTEVILLE

**FAYETTEVILLE YOUTH CENTER, INC.
d/b/a/ FAYETTEVILLE BOYS & GIRLS CLUB, INC.**

By: 
DAN COODY, Mayor

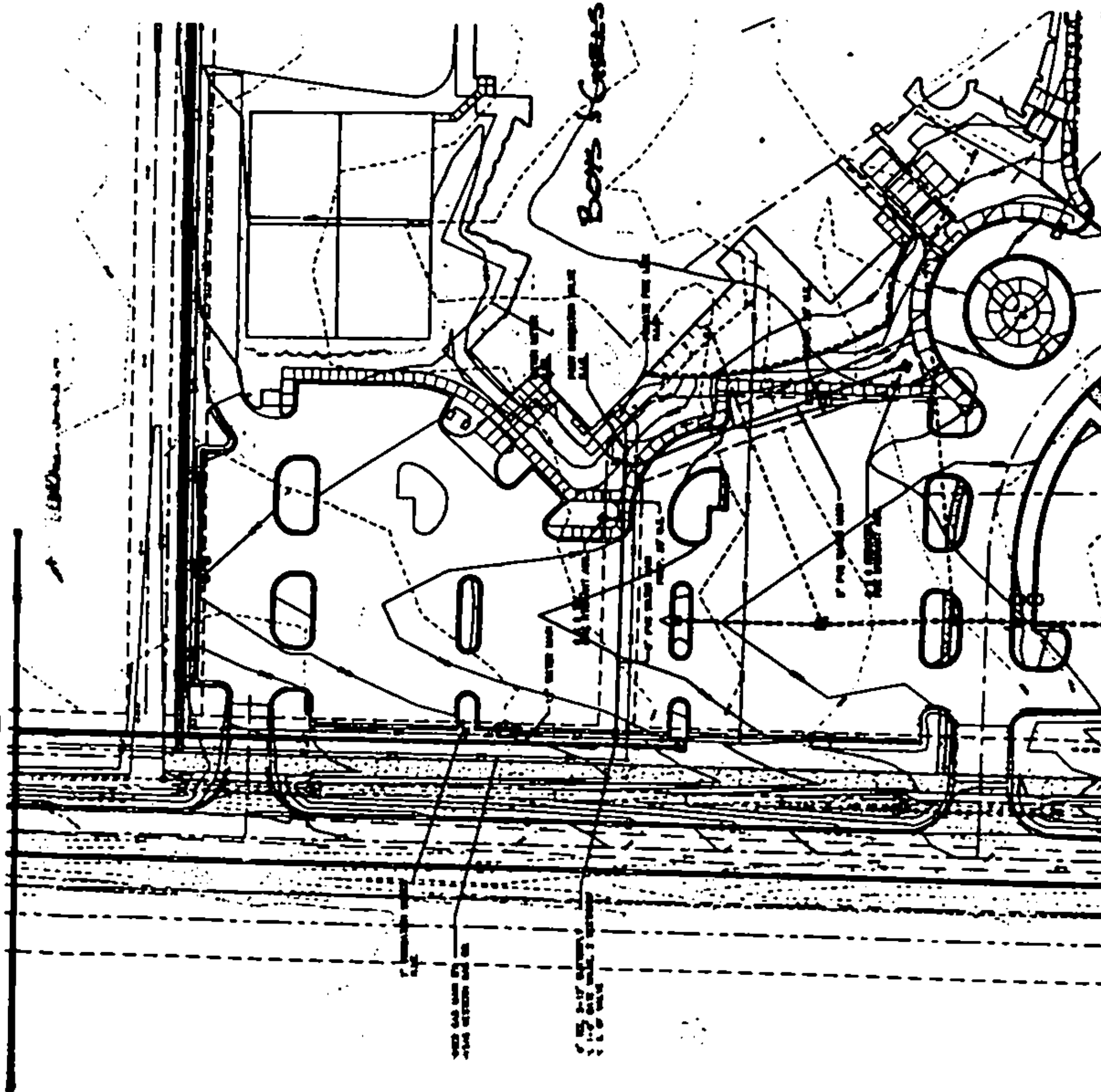
By: 
TOM STOCKLAND
President of the Board of Directors
Fayetteville Youth Center

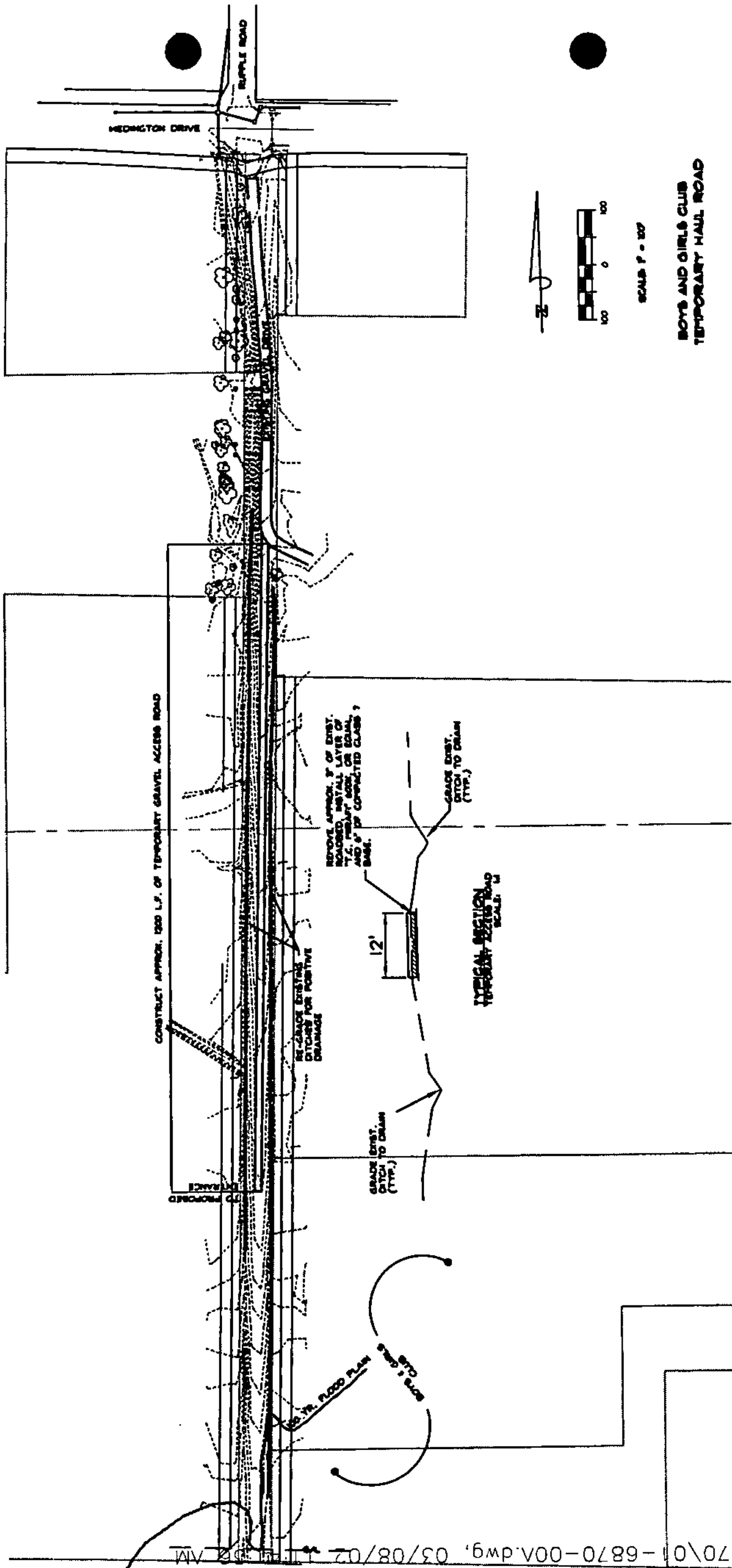

By: 
Heather Woodruff, City Clerk



MATCHLINE

BOYS' SCOUTS CLUB





BOYS AND GIRLS CLUB
TEMPORARY HAUL ROAD

SCALE 1" = 100'



CONTRACTUAL AGREEMENT

This Agreement, made and entered into this ^{20th}~~3rd~~ day of ^{March}~~April~~, 2002, by and between the City of Fayetteville, Arkansas (hereinafter called "City") and Fayetteville Youth Center, Inc. d/b/a Fayetteville Boys and Girls Club, Inc. of Washington County, (hereinafter called "Boys and Girls Club"),
Witnesseth:

WHEREAS, the Boys and Girls Club is a non-profit corporation established to serve recreational needs of Fayetteville's youth and adults; and

WHEREAS, the City Council has agreed to "provide or pay for adequate water and sewer services to the Project" and "provide and/or pay for access road and haul road to the site" with the approval of Resolution No. 119-01.

WHEREAS, the City Council has allocated \$124,000.00 in the 2001 Capital Improvement Program for the water installation to serve the Donald W. Reynolds Boys & Girls Club facility and the adjoining city park land.

WHEREAS, the Donald W. Reynolds Boys and Girls Club with adjoining city park land will be a major and enduring asset for the City and citizens of Fayetteville.

NOW, THEREFORE, the City of Fayetteville (City) and the Fayetteville Youth Center, Inc. d/b/a Fayetteville Boys and Girls Club, Inc. (Boys and Girls Club) agree as follows:

1. Upon the Boys and Girls Club obtaining sufficient donations to receive the full grant from the Donald W. Reynolds Foundation and/or completing all other necessary actions to enable construction of the new Donald W. Reynolds Boys and Girls Club, (the Project) to commence, the City of Fayetteville agrees to:
 - A. Pay for the actual documented construction costs and Engineering & Inspection Costs for the extension of an eight inch (8") waterline from Meadowlands Drive Ruppel Road and a twelve inch (12") waterline along Ruppel Road to the Boys and Girls Club.
 - B. Pay a maximum-not-to-exceed cost of \$68,000.00 for the afore mentioned waterline construction as was provided by the Boys & Girls Club's Contractor & Engineer and made a part of this agreement.
 - C. Pay for the actual documented construction costs for the installation of a temporary twelve foot wide gravel haul road to the site for access during construction.

- D. Pay a maximum-not-to-exceed cost of \$17,900 for the afore mentioned haul road to the site for access during construction.
 - E. Reconsider the costs if the future and actual construction & design prices exceed the maximum-not-to-exceed amounts that were furnished by the Boys & Girls Club's Contractor & Engineer. The contractual agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to proceeding with construction.
 - F. Make all efforts to provide payment to the Boys and Girls Club within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.
2. The Fayetteville Youth Center, Inc. d/b/a Fayetteville's Boys and Girls Club, Inc. agrees to:
- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water line extension and haul road installation.
 - B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the water line extension and haul road installation.
 - C. Not proceed with the proposed construction unless/until the proposed contractual agreement is approved by the City Council and signed by the Mayor.
3. It is further understood that the contract for construction is between the Fayetteville's Boys and Girls Club and their Contractor & Engineer and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$68,000.00 for the waterline construction and a not-to-exceed amount of \$17,900 for the haul road.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

CITY OF FAYETTEVILLE

**FAYETTEVILLE YOUTH CENTER, INC.
d/b/a FAYETTEVILLE BOYS & GIRLS CLUB, INC.**

By: _____
DAN COODY, Mayor

By:  _____
MIKE HILL
President of the Board of Directors
Fayetteville Youth Center, Inc.

ATTEST:

By: _____
Heather Woodruff, City Clerk

ENGINEERING DESIGN ASSOCIATES, P.A.

134 WEST EMMA AVENUE
SPRINGDALE, ARKANSAS 72764
501-756-1266
FAX: 501-756-2129

March 7, 2002

Mr. Ron Petrie
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

**RE: Water Main Extension
Fayetteville Boys and Girls Club
Fayetteville, Arkansas
Drainage Revisions**

Mr. Petrie:

Attached is a cost estimate for labor and materials to extend a water main to the new Fayetteville Boys and Girls Club.

I am also recommending that a 10% contingency to be added to the total to cover any unknowns that may arise.

Please free to call me if you have any questions or need additional information.

Sincerely,



Steve A. Hesse
Professional Engineer

xc: Hanna McNeill (via fax: 444-6205)
file

SCHEDULE OF VALUES**PROJECT: WATER MAIN EXTENSION - FAYETTEVILLE BOYS & GIRLS CLUB**

rev. 03-08-02

ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL COST
1	8" PVC Water Main	854	LF	21.40	\$18,275.60
2	12" PVC Water Main	693	LF	27.75	\$19,230.75
3	Misc. Fittings	726	LB	4.00	\$2,904.00
4	8" Gate Valve	2	EA	920.00	\$1,840.00
5	12" Butterfly Valve	4	EA	1,220.00	\$4,880.00
6	Fire Hydrant Assembly	2	EA	2,100.00	\$4,200.00
7	Rock Excavation	30	CY	150.00	\$4,500.00
8	Payment and Performance Bond (1%)	1	LS	909.65	\$909.65
Subtotal:					\$56,740.00
9	10% Contingencies	1	LS	5,674.00	\$5,674.00
10	Engineering & Observation	1	LS	5,500.00	\$5,500.00
Grand Total:					\$67,914.00
Not included items:					
1) Easement acquisition / documents					
EDA					
Engineering Design Associates, P.A.					
134 West Emma Avenue					
Springdale, AR 72764					
756-1266					

ENT BY: UPCHURCH ELECTRICAL SUPPLY COMP; 5015218873;

MAR-7-00 4:48;

RECEIVED: 8/ 7/02 8:27; ->UPGRENCH ELECTRICAL SUPPLY CORP; 414/222-2222

MAR-07-2002 09:34

NABHOLZ CONSTRUCTION

1 501 631 0286 P.03/83

Water Main Extension Fountainville Boys and Girls Club

		ESTIMATED		UNIT	EXTENDED
	DESCRIPTION	QUANTITY	UNIT	COST	COST
1	6" C-900 PVC	854	LF	\$21.40	\$18,278.00
2	12" C-900 PVC	893	LF	\$27.75	\$19,230.75
3	Misc. Fittings	726	LBS	\$4.00	\$2,904.00
4	8" Gate Valve	2	EA	\$820.00	\$1,640.00
5	12" Butterfly Valve	4	EA	\$1,220.00	\$4,880.00
6	Fire Hydrant Assemblies	2	EA	\$2,100.00	\$4,200.00
7	Trench Rock Excavation	30	CY	\$180.00	\$4,500.00
8	Payment and Performance Bonds, Insurance	1	LS	\$800.00	\$800.00
	Total				\$68,740.00

	ESTIMATED		UNIT	EXTENDED
DESCRIPTION	QUANTITY	UNIT	COST	COST
Excavate 3' Existing Material	170	cY	\$7.00	\$1,190.00
Geotextile Fabric	1860	SF	\$1.05	\$2,047.50
6" Class 7 Base Course	650	ton	\$13.80	\$7,480.00
Regrade Existing Ditches	2850	Lf	\$1.80	\$5,130.00
Payment and performance bond, insurance	1	ls	\$377.50	\$377.50
TOTAL BID				\$18,225.00

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. APPROVAL OF THE MINTUES

2. BID 02-12: A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.

3. I-540 SEWER REPAIR: A resolution awarding the construction contract to the lowest qualified bidder ??? in the amount of ??? and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing. (Bid opening will be March 11, 2002)

4. CDBG: A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements to the Fayetteville Boys and Girls Club, Fayetteville Public Library, Habitat for Humanity, and ~~the South Fayetteville Community Development Corporation.~~

5. LIBRARY: A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.

6. ROLL-OFF CONTAINERS: A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.

B. OLD BUSINESS

1. RZN 02-1.00: An ordinance approving RZN 02-1.00 ~~as submitted by Robert Schmitt~~ for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting. *Chuck. Left on (3rd)?*
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Remove from agenda
~~**RAZE AND REMOVAL:**~~ *Water & Sewer Bonds*
 An ordinance approving a raze and removal of a house at 1200 S. Roberts Road per Ordinance No. 3948.

SW CLERK: A resolution authorizing to add part-time temporary clerk in Solid Waste.

4. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.

new and see budget for warranty
DDEP: A resolution awarding the construction contract to the qualified bidder based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.

Consent
6. POLICIES AND PROCEDURES: A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.

Consent
7. BID 01-55: A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$924,830 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622 to Landers Ford. *& Budget adjustment - used BA*

Consent
8. CDBG: - presentation -
9. Buys & Gills club -
Water & Sewer Bonds -

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

COPY: Dan Coody, Mayor, Jim Beavers, City Engineer

FROM: Greg Boettcher, P.E., 
Public Works Director

Date: March 11, 2002

RE: **City Council Meeting March 19, 2002
Sanitary Sewer Main Replacement and Repairs,
I-540 Crossing**

The apparent low bidder for bid number 02-20 opened on March 11, 2002, at 2:00 p.m. was 4-D Construction with a bid of \$182,520.00. The total cost including the proposed contingency (\$53,978.00) is \$236,498.00.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19, 2002

FROM:

<u>Trevor Bowman</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the construction contract to 4-D Construction in the amount of \$182,520, the determination and acceptance of any bid deductive alternates and further subject to approval of the construction bids/contract by the Arkansas Highway and Transportation Department.
2. Approval of a project contingency in the amount of \$53,978.00 cover administrative costs including engineering and inspection, permits and any necessary field changes.
3. Approval of a budget adjustment in the amount of \$236,498.00.

COST TO CITY:

<u>\$236,498.00</u>	<u>\$ 0**</u>	<u>Sanitary Sewer Replacement</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400 - 5700 - 5815 - 00</u>	<u>\$ 0</u>	<u>Program Name</u>
Account Number	Funds Used To Date	<u>Water and Sewer</u>
<u>02040-0020</u>	<u>\$</u>	Fund
Project Number	Remaining Balance	

** Budget adjustment to be attached. Source of Funds - Mt. Sequoyah Water/Sewer, Project 01023.

BUDGET REVIEW:

☐ Budgeted Item ☒ Budget Adjustment Attached

Steph Davis 3-14-02 Administrative Services Director Budget Manager

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Maria Fawcett 3/14/02
 Accounting Manager Date
D. J. Whit 3/15/02
 City Attorney Date

Danny Smith 3/15/02
 Internal Auditor Date
 ADA Coordinator Date

Purchasing Officer Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Jim Bowman 03-15-02
 Division Head Date
Chris Burt 03-14-02
 Department Director Date
Chris Wilhelm 3/15/02
 Administrative Services Director Date
Dan Cooley 3/15/02
 Mayor Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract No: _____

Consent ✓
 New Business _____

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 19

FROM:

Mike McKimney Inspection Urban Development
 Name Division Department

ACTION REQUIRED:

Council approval for Raze and Removal of house at 1200 s. Roberts Rd. As per Ordinance 3948

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

Budget Manager _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>12-28-02</u>		
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION:

Recommend a Council review to determine if Raze and Removal is the appropriate option. If so, then make resolution to Raze and Remove.

Division Head [Signature] 2-28-02
 Department Director Date

Administrative Services Director [Signature] 3/12
 Mayor Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

new business

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

THE CITY OF FAYETTEVILLE, ARKANSAS

To: The Mayor and Council

From: Hugh Earnest 
Urban Development Director

Date: February 28, 2002

Subject: Raze and removal of house at 1200 Roberts Rd.

Background

The owner of the property in question has been notified repeatedly over the past year of a number of serious violations of city ordinances relating to proper upkeep of the site. Our records indicate that the first complaint was received in January of 2001. As per procedure, several letters and personal contacts have been made. An initial letter detailing violations was sent in February of last year. The owner of the property has asked for, and received several time extensions.

Current Situation

The status of the property relative to its compliance with applicable city ordinances has not materially improved. A violation notice was delivered by personal service on January 21, 2002. This 30-day notice requires that a building permit be secured and restoration commenced, or initiate the demolition of the house with clean up of all debris. No movement in meeting the letter has occurred since January 21st.

Recommendation

We are requesting that the council authorize the raze and removal of this house. In the event that the owner of record cannot perform the raze and removal, it may be necessary for the city, through use of a contractor, to demolish the house and clean the property. A lien against the property to recover the monies expended would then be necessary. We have attached a number of records indicating our numerous attempts to resolve the situation.

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

1-21-02
Sent 1:45 pm m m, PH

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Cora Langford Gordon L. Langford
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Thursday the 17 day of January, 2002 at 10:15 a.m./p.m.

at 1200 Roberts Rd

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS		DESCRIPTION OF VIOLATION
☒ Fayetteville Code of Ordinance		Ord. 3948 Raze & Remove
☒ As Amended by City Ordinance No. <u>3948</u>		
SECTIONS	GENERAL	<u>Signal received only</u> <u>Cora Langford</u> <u>date wife of Gordon Langford 1-21-02</u>
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	
Ord 3948	Raze & Remove	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

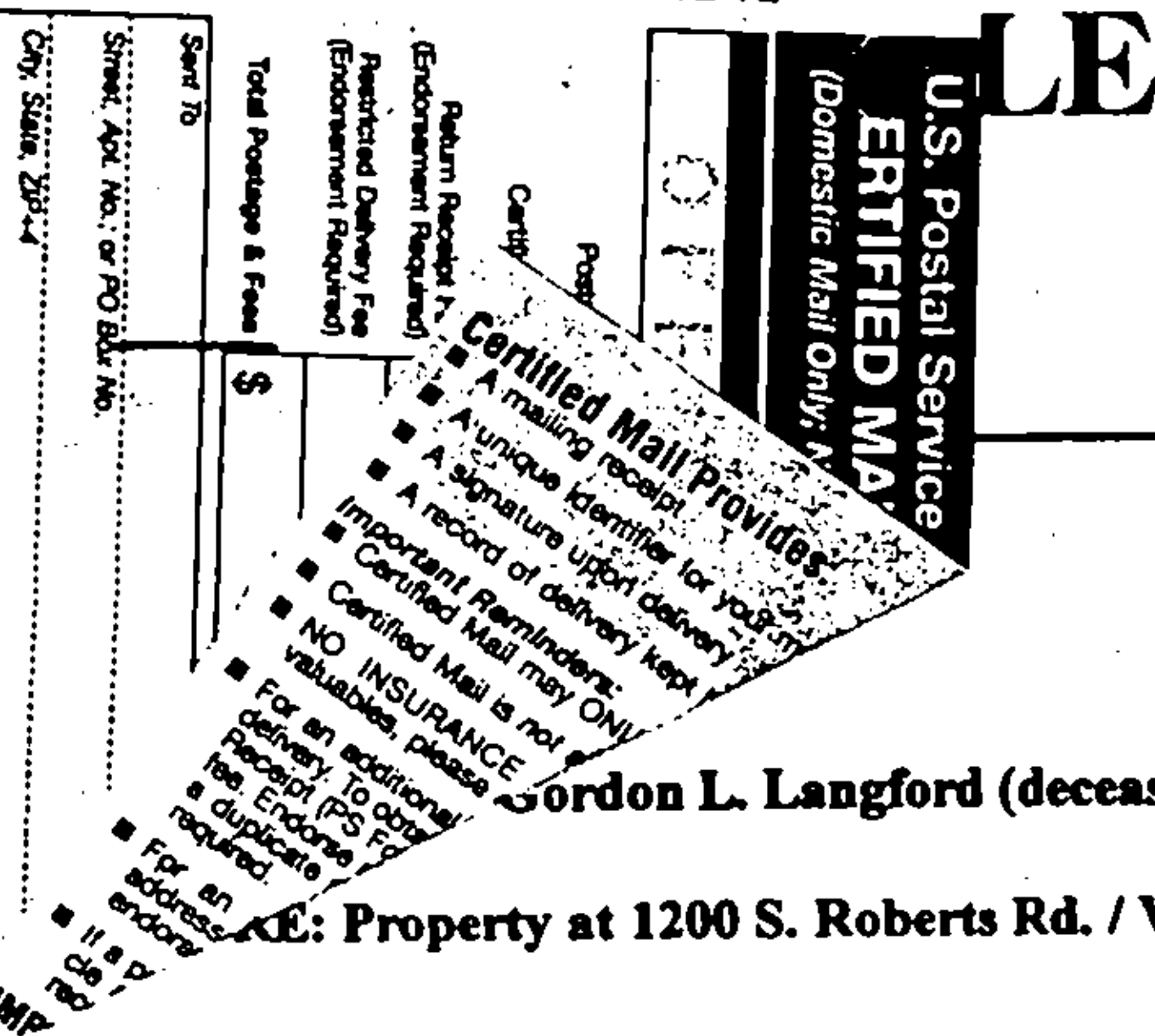
3948 Secure Building Permit and repair house or demolish house
and remove all debris from lot. (includes) outbuildings
95.01 Remove all Trash/Junk from lot.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN S See Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from Receipt, 2002 THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mark McHenry Senior Property Inspector DATE 1-17-02
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

7000-1670-0012-8989-5041



This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

1. Ordinance 3948 - Building that is Dilapidated, Unsafe, Unsanitary and Detrimental to the public welfare.

Code 95.01 - Unsightly or Unsanitary conditions on Real Property (Trash & Junk)

Please obtain a building permit and make repairs or demolish the building and remove all debris from the lot.

The City of Fayetteville is willing to cooperate and give you thirty [30] days to correct the violations. Please give this matter your highest attention so that further legal action will not be necessary.

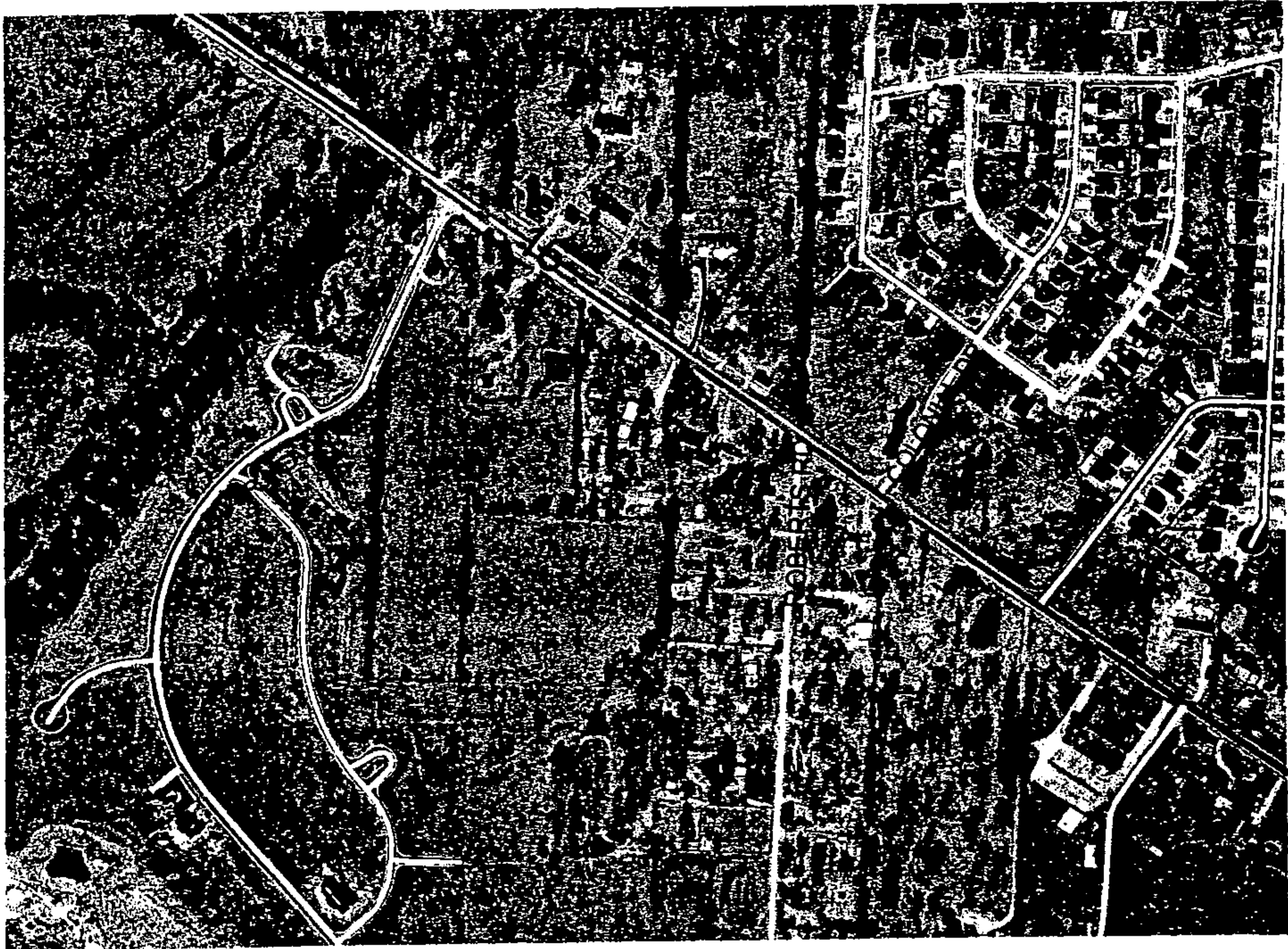
Please contact the Inspection Division so we can discuss the problems and assist with advice for correction. If you have any comments or questions, please call Mike McKimney, Property Inspector at (501) 575-8232.

Sincerely,

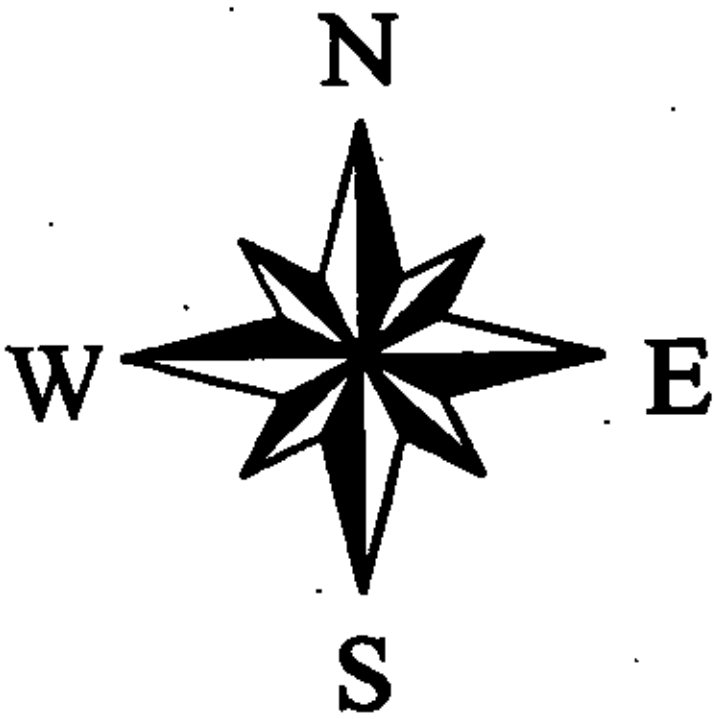
Mike McKimney, Property Inspector

Enclosure: Ordinance 3948 - Raze & Remove
Code 95.01 - Unsightly Conditions

Area Map



W  Hwy
STREETS



1200 Roberts Rd

2002

DATE	REMARKS
1-17-02	MM inspected site took 4 photos. house in same condition as previous photos shown.
1-17-02	Sent Reg/cert letter (copy in file) # 7000-1670-0012-8989-5041 to same person State commission of lands sent tax notice. That is Cora Langford c/o Brenda Sayer P.O. Box 307 Fay AR 02 Notice of violation of 3948 & 95.01 Additional duplicates will be served in prison
1-21-02 1:30pm	PH & MMAH inspected to serve viol. Notice to Mrs Langford @ Vantuckett. Mgr not in after 1:00pm - no one knows where she lives Went to apt #19. Mrs Langford received and said for copy of viol. Notice witness PH.
2-7-02	Posted Violation @ home and took 1 picture.
2-11-02	Mrs Langford called asking if we could wait. Asked if we could help w/ Dumpster & fees. I agreed to refer her to CD (Don) Called Don @ 270 and gave him Mrs Langford's phone #.

1200 S. Roberts Rd.

DATE	REMARKS
4/26/01	Mr. Langford called and advised electric bulk pickup scheduled the 14 day of May.
4/26/01	DT inspected property No change.
5/7	Some small amount of junk piled for pickup. Very Minimal Progress. Drew up violation 95.01 (nm)
5-9-01	Viol. in mail
7/14/01	RT PH & MM pile in front gone - Lawn mowed: Green leaf & grass improves looks but Junk & Debris still exists in large amount around South side & Behind. Took 1 photograph
5/28/01	Mail returned unclaimed.
1/1/01	318 PM PH & DT. 1 picture from May 2 picture from 4/14/01 from W looking East.
2/15/01	Mr. Langford Lanes @ #19 Nantuxett Apts - Source: Sherlie Baker MJR. (PH) 4424132
7/27/01	Inspected MM & PH No change in progress.
9-01	999 \$2000 NOC Paid. Buget ⁹⁹ 241.15 + interest + penalties ²⁰⁰⁰ 242.28 Commission of State Lands 1999 taxes will go to state (amounts) Gather State / Brenda Langer Re PO Box 307 02 Mortgage Petition to redeem to # 21 st / Oct 1999 93-98
9:30 AM -17-01	Recap of above Phase conversation with Adam P. Commissioner of State Lands office @ 501-324-9222. States land was redeemed in Oct 1999 by Carol Langford (for delinquent taxes in years 93-98). Mail to Brenda Langer Po Box 307 Fayetteville AR, 72702. County collector states land in delinquent now for tax years 1999 & 2000. Checked current county assessor record - ownership goes to Langford, Gordon L. @ this address. (Roberts Rd)

1200 S. Roberts Rd.

DATE	REMARKS
3-13-01	1055AM - No further change, took 12 pix, photo
	photo
	1:00PM - Note - please call Cora Hankford @ 521-8767, she has FEMA coming & a truck to haul off mat'ls.
	2:15PM (after office mtg) called Ms. Hankford, NO ans. re try shortly
	4:30PM Spoke w/ Ms. Hankford, she repeated above & stated has had another heart attack, but will continue working on problem.
3-26	C. Langford, 521-8767, called SN, was neighbor or friend who is going to help, but weather prohibitive now due to her health.
3-27	8:30A E. Roberts called to check status, he stated had talked to FEMA (against remodel or refurbish at here.) Has not seen any action at site. Requested keep working & update him on problem or progress. R/T 3-28
4/4/01	PH & MM inspected site - no change.
4-10-01	9:45AM - Spoke w/ Ms. Hankford on phone, need to see progress in 48 hrs, she states went back moving items, but has help coming Carter Woodard, requested she contact D. Hancock, x270. ASAP for dumpster to put on site.
4/10/01	D. Hancock will hand deliver eligibility documents to qualify for CD Help.
4-11-01	D. Hancock delivered appl. to Ms. Hankford
4-16-01	Call Ms. Hankford; D. Hancock reports appl. not turned in, need action ASAP.
4-19	1045A - D. Hancock states he has 2PM meet w/ Ms. Hankford to complete appl. for assistance. He will return w/ appl. & proceed.

1200 S. Roberts Rd.

DATE	REMARKS
1-25-01	Complaint of Trash & debris, junk & cans; owned by Hankford
2-1-01	Drive by, initial insp., PH & MM, compl. valid; v wch.
2-5-01	Research owners, Gordon H. Hankford - no phone listing; no phone lists Leroy Hankford, ph 521-8767.
2-6	9:10 AM E. Roberts called BR. checking on status. BR. informed him we were beginning work on project & would take some time. L.R. @ X 504
	11:15 AM Stop & insp., no ans. to knock, left card on dn., valid compl. No. yard: includes old camp pop up flr, 2 sheds, lawn furn. (OK), broken toys, Fristyd; furniture (4 drawers, 1 recliner), lawn mower, scattered firewood, Front porch full of trash, junk, magazines & refug., So. yard: assorted junk, shed collapsed on top of more items, 1 door & 2. public autos; rear has auto & asst. junk visible from front, took 8 pix.
2-7-01	9:00 AM Sent 2 nd letter to G.H. Hankford or occup. R/H today, 2-28-01
2-20-01	Ms. Cora Hankford called - received letter - gets mail there. Ben sick can't do much very fast. Auto's don't belong to her "they belong next door and will be moved. Needs more than 20 days indicated that we need to see continued progress. ↑
2-23-01	Eldon Roberts says - don't take excuses, owner knows how great the problem is and will resist doing anything. Take them legal if have to. BR
2-28-01	2:30 PM No ans. @ door, furn. in frt. yd has been piled for pickup with other junk also, still much to do. Front porch still full as are side and rear yards, 1 auto still remains. R/H 3-6
3-7-01	10:15 AM - NO chg, v/MM - pros.

FAYETTEVILLE

Asst. Post Dir., 444
CITY OF FAYETTEVILLE, ARKANSAS
WEST MOUNTAIN
FAYETTEVILLE, AR 72701-4000

TURN SERVICE REQUESTED

CERTIFIED MAIL



9800 1670 0012 8989 5225



~~Gordon X. Lark Good
1200 S. Roberts Rd.
Fayetteville, AR 72701~~

~~9-20 / 5-10-01
UNCLAIMED
5-25-28~~

~~72701X72032-00~~

E, ARKANSAS

1-7700

Postage & Fees
Certified Fee
Postage
Certified Mail
Domestic Mail Only

U.S. Postal Service
CERTIFIED
(Domestic Mail Only)

CITY ENFORCEMENT OFFICERS
VIOLATION NOTICE

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the post office

Important Reminders:

- Certified Mail may ONLY be used for legal notices, court documents, and other important documents.
- Certified Mail is not insurable for more than \$500.
- NO INSURANCE for valuables, please.
- For an additional delivery fee, you may elect to have your mailpiece delivered to your home or office.

ORDINANCE

Gordon L.

(please print)

FIRST

MIDDLE INITIAL

NAME OF BUSINESS

Being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, I do hereby depose and says that he made an investigation;

May the 7th day of May, 2001 at 10:30 @

at 1200 S. Roberts Rd.

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance As Amended by City Ordinance No. _____		*95.01- Unsanitary or unsightly conditions on real property. *Porch and all yards are littered with large amounts of trash, debris and junk metal.
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Remove all trash, debris and junk, and dispose of same in a proper manner.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN § see above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 20 days from receipt, 2001, THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

M. A. McKeen Property Inspector

DATE 5-7-01

SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

FAYETTEVILLE

mail C. Raze and Removal
C. 2. Page 13

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: 2-7-01

Owner: Gordon L. Hankford or Occupant

RE: 12005 Roberts Rd.
Fayetteville, AR 72701

It is the desire of the City of Fayetteville to assist and help the property owners as much as possible, but the violations that exist on your property require immediate attention.

The City of Fayetteville is willing to cooperate and give you twenty [20] days to correct the following violations:

1. 95.01 - Unightly or unsanitary conditions on real property.
2. 160.115 - Parking and storage of certain vehicles.
3. * Cleanup and remove all trash, debris, junk and
unlicensed inoperable vehicles on premises.

You will be invoiced by the City for all costs to correct the violations if not corrected as requested.

Please call me at (501) 575-8237 if you have comments, questions, and/or if I may be of help.

Sincerely,

Preston Hammons

Preston Hammons,
Property Inspector

COMPLAINT FORM

NATURE OF
COMPLAINT:

Junk + old cars

NAME OF PROPERTY OWNER:

ADDRESS OF COMPLAINT: 1200 ~~St~~ Roberts Rd

The following information would be of assistance in correcting the problem.

YOUR

NAME:

Eldon Roberts

ADDRESS:

PHONE NUMBER:

DATE:

2/5/01

Return form to:

SIGNATURE

Inspection Division, 113 W. Mountain, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE RECEIVED: 2-5-01

DATE CORRECTED:

ACTION TAKEN:

Washington County Real Estate Assessment Record

Raze and Removal
C. 2. Page 15

Parcel Number **765-13109-000**

Property Type **RI**

Location Address **1200** **ROBERTS** **RD**

Owner **LANKFORD, GORDON L.**

Mailing Address **1200 ROBERTS DR**

FAYETTEVILLE **AR** **72701**

Value Information

Current year **2001**

	Appraised	Assessed
Land value	16,000	2,200
Imp. value	18,250	2,981
Total value	34,250	5,181

Legal Description

Lot **1** Block **1**

Section-Township-Range **19-16-29**

Addition **19-16-29 FAYETTEVILLE OUTLOTS**

Legal **PT SE NW 1 A.**

Deed **10/21/99** **99-95852** **RD** **0.00** **0**

School District **FAYETTEVILLE SCHOOLS** City description **FAYETTEVILLE**

Deeds Since 1985

Parcel Number **765-13109-000**
Date **10/21/99**
Book **99** Page **95852**
Deed Type **RD**
Revenue **0.00** Sale Amount **0**
Grantor **LANKFORD, GORDON L.**
Other Grantors

Notes **LRR 99-96852 RED DEED #138766**

REDEMPTION DEED NO. 138765



CHARLIE DANIELS
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891, Act 626 of 1983 and Act 814 of 1987

FILED FOR RECORD
99 OCT 25 AM 11 11
WASHINGTON CO AR
HARNES

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come— GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of Washington in the State of Arkansas, to Wit:

Description: PT. SE1/4 NW1/4 S.D. 011

Section: 19

Township: 16N

Range: 29W

Acres: 1

Addition: OUTLOTS

City: FAYETTEVILLE

Parcel Number: 765-13109-000

Year Forfeited: 11-2 1993

Receipt #: 96202

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS GORDON L. LANKFORD (DECEASED)
1200 ROBERTS DRIVE
FAYETTEVILLE, AR 72701

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, CHARLIE DANIELS, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,604.44 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said GORDON L. LANKFORD (DECEASED) and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL October 21, 1999

Taxes	1993 - 1998	\$1,185.24
Imp. Tax Due		\$0.00
Interest		\$248.43
Penalty		\$119.52
County Costs		\$3.25
Recording Fee		\$8.00
Deed Fee		\$5.00
Commissioner Fee		\$25.00
Municipal Lien		\$0.00
Total Paid:		\$1,604.44

Charlie Daniels
Commissioner of State Lands
Deputy Commissioner of State Lands

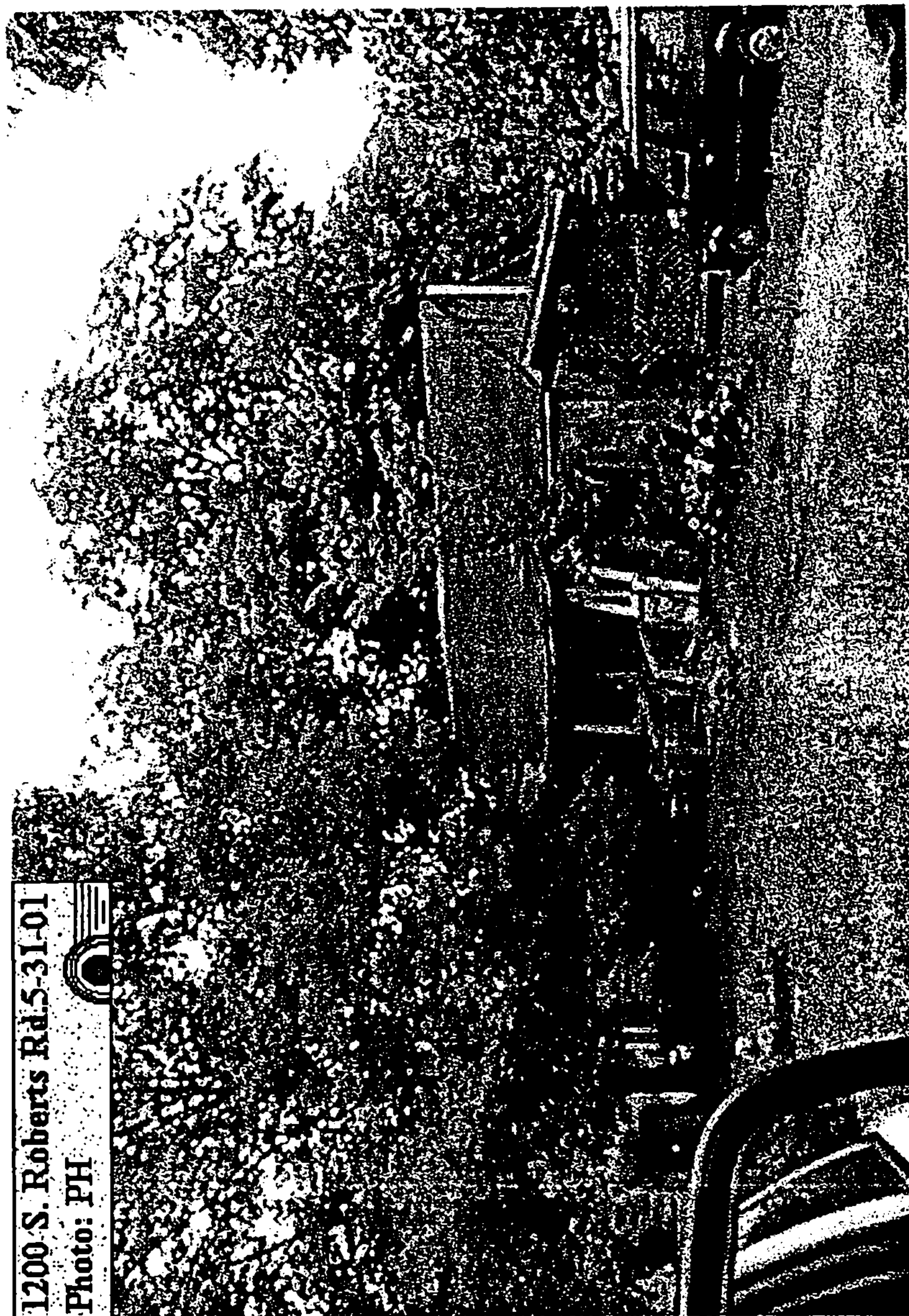
Deed
Mail to: GORDON L. LANKFORD
1200 ROBERTS DRIVE
FAYETTEVILLE, AR 72701

99095852



1200 Roberts Rd. 1-17-02
Photo: MM

1200 S. Roberts Rd. 5-31-01
Photo: PH



March 12, 2002

**AGENDA SESSION
CITY COUNCIL
MARCH 19, 2002**

NEW ITEMS:

- NB*
1. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to the Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.
 2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, an Official Statement, a Bond Purchase Agreement, an Escrow Agreement and a Continuing Disclosure Agreement.
- NB
#2*

ADDITIONAL INFORMATION:

1. **CDBG:** Additional information for Item A. 4.
2. **I-540:** Additional information for Item A. 3.
3. **BULK TRASH DISPOSAL:** Additional information for Item C. 4.
4. **DDEP:** Additional information for Item C. 5.
5. **BID 01-55:** Additional information for Item C. 7.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL MARCH 19, 2002

1) Boys & Girls
2) W & S Bldg.

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **APPROVAL OF THE MINTUES**
2. **BID 02-12:** A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to the lowest qualified bidder ??? in the amount of ???and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing. (*Bid opening will be March 11, 2002*)
4. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements to the Fayetteville Boys and Girls Club, Fayetteville Public Library, Habitat for Humanity, and the South Fayetteville Community Development Corporation.
5. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.
6. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.

B. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.
2. **RAZE AND REMOVAL:** An ordinance approving a raze and removal of a house at 1200 S. Roberts Road per Ordinance No. 3948.
3. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.
4. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.
5. **DDEP:** A resolution awarding the construction contract to the qualified bidder based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.
6. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
7. **BID 01-55:** A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$924,830 to Ron Blackwell Ford and Item No. 8 and 11 in the amount to \$105,622 to Landers Ford.

DOWNTOWN DICKSON ENHANCEMENT

PROJECT

- ◆ Bids received on March 5, 2002, five total with three responsive.
- ◆ Low bid by Township Builders of Little Rock, Base bid-\$3,011,368.30, alternate 1-(\$34,158.00), alternate 2-(\$28,620.00), Alternate Bid Price with deductive alternates 1 and 2 = **\$2,948,590.30**.
- ◆ Available uncommitted funds: City-\$2,738,864.00, Dickson Street Improvement District-\$300,000.00, Razorback Foundation-\$30,000.00, Total Funding-**\$3,068,864.00**.
- ◆ Construction Contingency = **\$120,273.70**.
- ◆ Consultant's analysis Township Builder's bid proposal has found no significant discrepancies or price irregularities.
- ◆ Award of contract to Township Builders expected to be approvable by Arkansas Highway and Transportation Department, is endorsed by the Dickson Street Improvement District (with deductive alternates), is recommended by Atkins Benham (consultant) and is recommended by staff.
- ◆ City Council's approval of award of contract to Township Builders of Little Rock, Arkansas, utilizing deductive bid alternates one and two, with a resultant contract value of \$2,948,590.30 and authorization of the Mayor to execute the necessary documents is requested; subject to the approval of AHTD.

Downtown • Dickson Enhancement Project, Inc.

March 14, 2002

The Honorable Dan Coody, Mayor
Members of City Council
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Reference: Dickson Street Enhancments

Dear Mayor Coody and Aldermen:

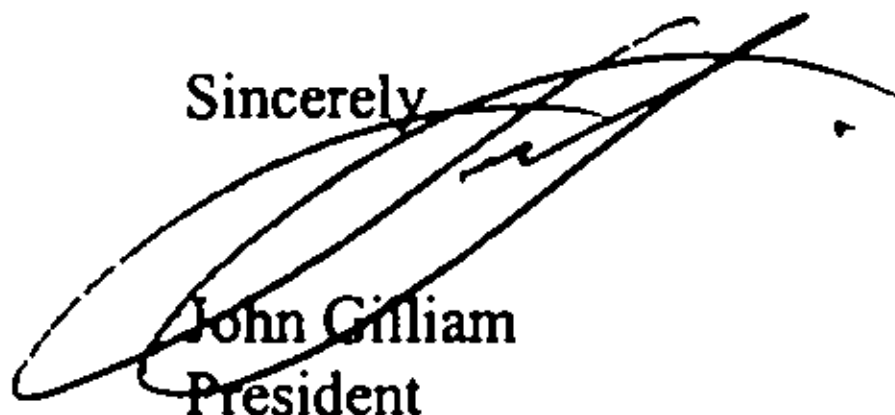
At our regular monthly meeting on March 14, 2002, we discussed the matter of award of the contract for Dickson Street Enhancements to the lowest responsive bidder. We know you have many factors to consider in resolving the difficult issue of whether to accept this bid or issue the project for bidding again. Our consensus is that it is best to proceed with award so the peak of construction would more likely occur during summer months when traffic and activity is at its low point. There is no guarantee that a better price would be obtained by re-bidding, in fact, it seems just as likely that all bids could be higher unless significant changes were made to the design. We advocate award to the lowest responsive bidder, assuming that company is found to be qualified.

We also considered whether we would recommend accepting the first or both deductive alternates. Consensus was that if our choice were between having diagonal scoring and doormats or having attractive street furnishings, we would choose the latter. Benches, trash cans, ash cans and kiosks are more essential to the artistic character we seek for downtown streetscape than such horizontal elements. We therefore recommend accepting the deductions but only if it is deemed necessary to afford the furnishings.

One suggestion that has merit is to reserve a portion of funds from the \$300,000 commitment of the Dickson Street Improvement District for street furnishings. This would allow more flexibility to procure the talents of regional artists and craftspersons to design truly unique fixtures.

Whatever decisions are reached in these important matters, you have our support and appreciation. Your City staff and design consultants have done a magnificent job on behalf of all of our citizens. When complete, the north anchor of downtown will be a showplace. The urgent next step is to connect the Square and Town Center to Dickson Street with a similar safe and handsome pedestrian path.

Sincerely,



John Gilliam
President

65.

(DISREGARD ROADS)

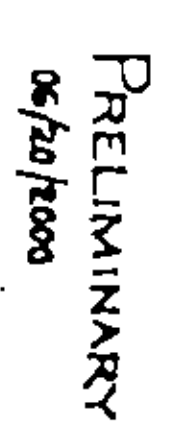
TABLE I

CHARACTER

ARH-3

for mitigation

Proposed



**DRAFT TENTATIVE AGENDA
CITY COUNCIL
MARCH 19, 2002**

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. APPROVAL OF THE MINTUES

lacking signature **2.** **BID 01-55:** A resolution awarding Bid 01-55 to Ron Blackwell Ford for Item # 1,2,3,4,5,7,9& 10 in the amount of \$924,830 and Lands Ford for Item # 8 and 11 in the amount of \$105,622.80 for a total of \$1,030,452.80.

lacking signature **3.** **BID 02-12:** A resolution awarding Bid 02-12 to Yale Materials Handling Gammon for Item #1 -5000 lb. Forklift.

missing good example of flexibility **4.** **I-540 SEWER REPAIR:** A resolution awarding the construction contract to the qualified bidder based upon the results of the March 11, 2002 construction contract bid opening, the determining the acceptance of any bid deductive alternatives and further subject to approval of the construction bids/ contract by the Arkansas Highway Transportation Department. *

✓ **5.** **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements to the Fayetteville Boys and Girls Club, Fayetteville Public Library, Habitat for Humanity, and the South Fayetteville Community Development Corporation.

missing signature on contract? **6.** **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.

Need for good example **7.** **~~DDEP~~:** A resolution awarding the construction contract to the qualified bidder based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements. *

B. OLD BUSINESS

But missing signature
Mc Clelland - I-540 - 2/5/02. ref. motion to limit - contract.

Dumas - & Kit

C. NEW BUSINESS

✓ 1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-54 ~~and~~ and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential. P.C. vote.

✓ 2. **RAZE AND REMOVAL:** An ordinance approving a raze and removal of a house at 1200 S. Roberts Road as per Ordinance 3948.

unacceptable 3. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.

unacceptable 4. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk ~~trash~~ disposal. *Trash, (DUMPS)*

D. INFORMATIONAL ITEMS

unacceptable ~~5. **GARBAGE AND TRASH:** Garbage and trash service to commercial activities and to residents on private roads.~~

11 items

8 incomplete. (2 reasonable incomplete.)

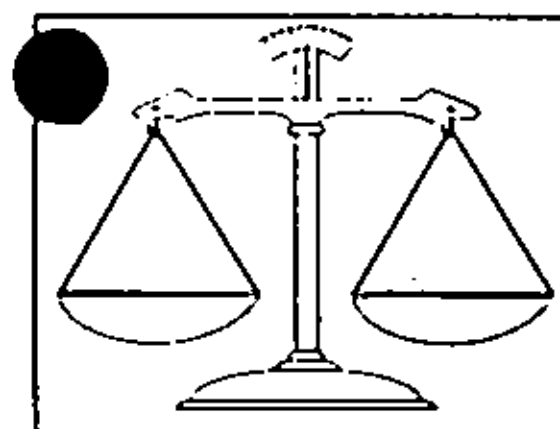
3 items for ready council approval

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature, likely of Kit Williams, written in black ink.

DATE: March 20, 2002

RE: Passed Ordinances and Resolutions from City Council
meeting of March 19, 2002

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

1. Bid 02-12: Resolution awarding bid to Yale Materials Handling Gammon Inc.
2. 1-540 Sewer Repair: Resolution awarding construction contract to 4-D Construction in amount of \$182,520.00 with contingency for total of \$236,498.00 and approval of budget adjustment
3. Library: Resolution approving contract w/Robert Kohler for owner's representative services for construction of new public library in amount not to exceed \$3000 monthly with contract expiring date of final completion of building
4. Roll-Off Containers: Resolution approving purchase of roll-off style containers from WasteQuip-MayFab with purchase up to \$50,000

5. SW Clerk: Resolution authorizing addition of part-time temporary clerk in Solid Waste Division

6. Policies & Procedures: Resolution amending Rules of Order and Procedure – Mayor/City Council, pertaining to selection process for members of citizen committees

7. Bid 01-55: Resolution awarding Item No. 1,2,3,4,5,7,9, and 10 in amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in amount of \$105,622.80 to Landers Ford and approval of budget adjustment

8. Civil Service: Ordinance adding two additional members to Fayetteville Civil Service Commission

9. Industrial Park Lands: Ordinance amending ordinance establishing formal process for sale of municipally owned real property by defining industrial park land

10. ADM 01-47.00: Resolution approving update of census data; community facilities section; annexation policy and reorganization of General Plan 2020 for easier use

11. McClelland Engineering: Resolution authorizing McClelland Engineering to proceed w/contract for I-540 Business/Technology Park

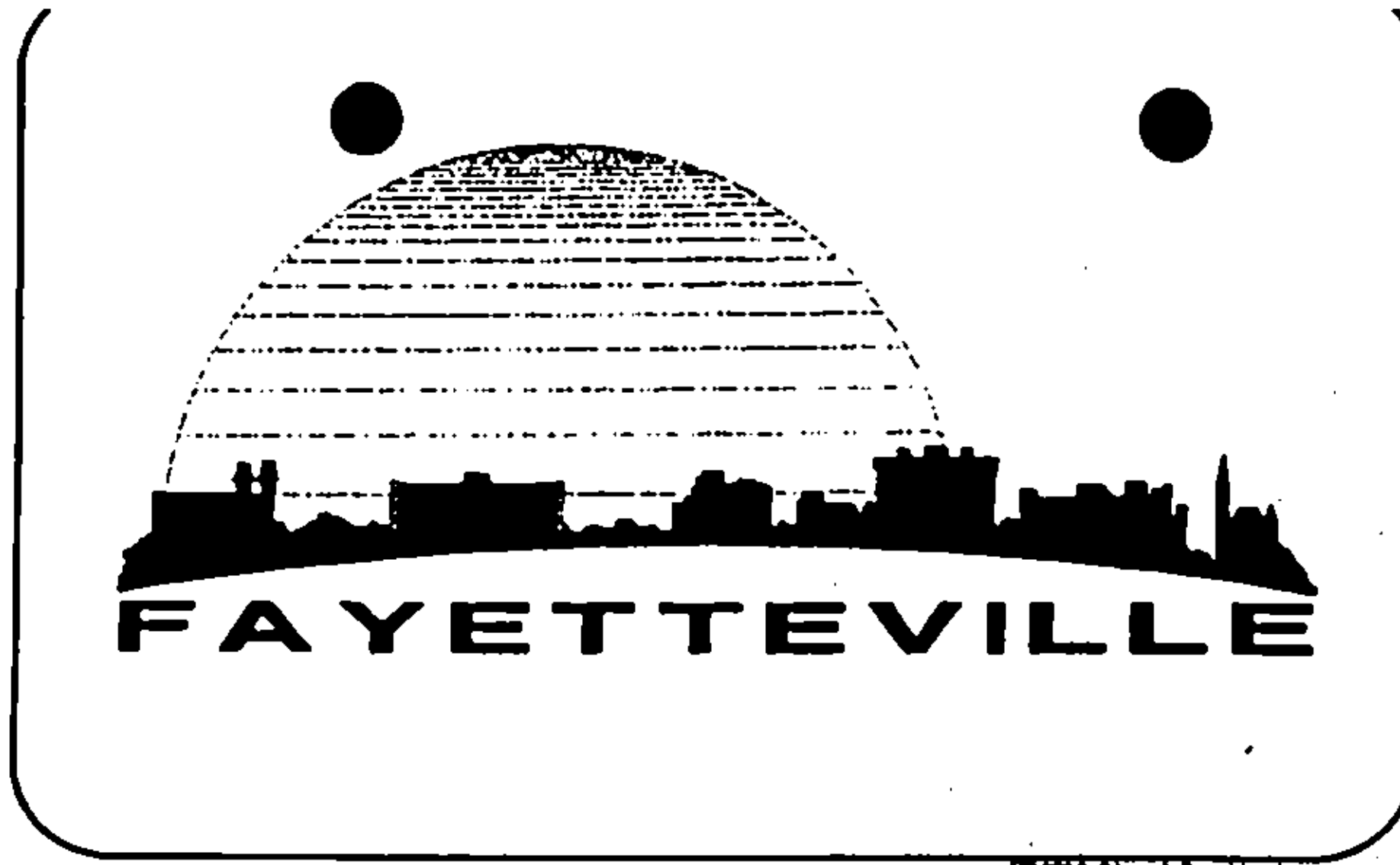
12. Water & Sewer Revenue Bonds: Ordinance authorizing issuance of \$10,250,000.00 of Water & Sewer Bonds to refund City's 1994 and 2000 Water & Sewer Revenue Bonds and authorizing issuance and execution of Trust Indenture, and Official Statement, Bond Purchase Agreement, Escrow Agreement, and a Continuing Disclosure Agreement

13. Bulk Trash Disposal: Ordinance amending collection charges for bulk brush disposal

14. DDEP: Resolution awarding contract to Township Builders based upon result of 3/5/02 construction contract bid opening for Dickson Street improvements

15. CDBG: Resolution accepting 2002 Community Development Block Grant in amount of \$647,000 and approval of sub-recipient grant agreements w/Fayetteville Boys & Girls Club, Fayetteville Public Library, and Habitat for Humanity

16. Boys & Girls Club: Ordinance waiving requirements of competitive bidding and approving contractual agreement between City of Fayetteville and Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for temporary haul road



City of Fayetteville

CITY CLERK'S OFFICE

113 W. Mountain St.
Phone: (501) 575-8323

Fayetteville, AR 72701
Fax #: (501) 718-7695

Fax Cover Sheet

To: Doug Wallace, Display Ad

Company: NWA Times

Fax #: 442-5477

From: Joan / Zerkow

Date: 03-15-02

Number of Pages (including cover sheet): 3

Notes: Final Agenda for Monday's paper 3-18-02

Please fax back a proof!

Thanks!

If transmission cannot be read clearly, please call back as soon as possible.

Thank you.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL MARCH 19, 2002

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. **APPROVAL OF THE MINUTES**
2. **BID 02-12:** A resolution awarding Bid No. 02-12, Item No. 1, 5000 lb. Forklift, to Yale Materials Handling Gammon Inc.
3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.
4. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.
5. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up to \$50,000.
6. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure - Mayor / City Council, pertaining to the selection process for members of citizen committees.
8. **BID 01-55:** A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West Phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial / Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-1.5, Moderate Density Residential.
2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue Bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Agreement.
3. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.
4. **DDEP:** A resolution awarding the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.
5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.
6. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls Club facility and \$17,900 for a temporary haul road.



**FINAL AGENDA
CITY COUNCIL
MARCH 19, 2002**

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT:

1. APPROVAL OF THE MINUTES

2. **BID 02-12:** A resolution awarding bid No. 02-12, Item No. 1, 5000 lb. forklift, to Yale Materials Handling Gammon Inc.
3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to 4-D Construction in the amount of \$182,520 with a 15% contingency for a total of \$209,898 and approval of a budget adjustment for sanitary sewer main replacement and repairs, I-540 crossing.
4. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.
5. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from WasteQuip-MayFab. Purchase up \$50,000.
6. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste.
7. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure Mayor/City Council, pertaining to the selection process for members of citizen committees.
8. **BID 01-55:** A resolution awarding the Item No. 1,2,3,4,5,7,9 and 10 in the amount of \$991,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving request RZN 02-1.00 for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezoned to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.
4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.
5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **BRZ 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shawki Al-Madoun of Northstar Engineering Consultants on behalf of Fadil Bayyari for property located west of I-540 and south of Point West phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-2.5, Moderate Density Residential.
2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, and Escrow Agreement, and a Continuing Disclosure Agreement.
3. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.
4. **DDEP:** A resolution award in the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.
5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.
6. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$68,000 to provide water service to Donald W. Reynolds Boys and Girls club facility and \$17,900 for a temporary haul road.



**FINAL AGENDA
CITY COUNCIL
MARCH 19, 2002**

A meeting of the City Council will be held on March 19, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. **BID 02-12:** A resolution awarding bid No. 01-12, Item No. 1, 3000 lb. forklift, to Yale Materials Handling Company Inc.

3. **I-540 SEWER REPAIR:** A resolution awarding the construction contract to D construction in the amount of \$112,520 with a 15% contingency for a total of \$200,998 and approval of a budget adjustment for sanitary sewer main replacement and repairs I-540 crossing

4. **LIBRARY:** A resolution approving a contract with Robert Kohler for owner's representative services for the construction of the new Fayetteville Public Library. The amount to be paid to the owner's representative shall not exceed \$3000 monthly. The contract will expire on the date of final completion of the building.

5. **ROLL-OFF CONTAINERS:** A resolution approving the purchase of roll-off style containers for use by Solid Waste Customers from Wastequip-MayFab, Purchase up to \$50,000.

6. **SW CLERK:** A resolution authorizing to add part-time temporary clerk in Solid Waste

7. **POLICIES AND PROCEDURES:** A resolution amending the Rules of Order and Procedure Mayor/City Council, pertaining to the selection process for members of citizen committees.

8. **BID 01-55:** A resolution awarding the Items No. 1,2,3,4,5,7,9 and 10 in the amount of \$901,835 to Ron Blackwell Ford and Item No. 8 and 11 in the amount of \$105,622.80 to Landers Ford and approval of a budget adjustment.

B. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving request RZN02-1.00 for property located at 1140 Hendrix and 110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is to rezone to R-1.5, Moderate Density Residential. The ordinance was tabled on the second reading at the March 5, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service commission. The ordinance was tabled on the third reading at the March 5, 2002 meeting.

3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. The ordinance was left on the second reading at the March 5, 2002 meeting.

4. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data, the community facilities section, and an annexation policy, and reorganize the General Plan 2020 for easier use. The resolution was tabled at the March 5, 2002 meeting.

5. **MCCLELLAND ENGINEERING:** A resolution authorizing McClelland Engineering to proceed with their contract for I-540 Business/Technology Park. The original resolution was passed at the February 5, 2002 meeting.

C. NEW BUSINESS

1. **BRZ 02-5.00:** An ordinance approving rezoning request RZN 02-5 as submitted by Shariki Al-Madoun of Northstar Engineering consultants on behalf of Tadi Bayyan for property located west of I-540 and south of Point West phase I and east of Pine Valley Phase I. The property is zoned I-1, Heavy Commercial/Flight Industrial and R-2, Medium Density Residential and contains approximately 14.84 acres. The request is to rezone to R-2.5, Moderate Density Residential.

2. **WATER AND SEWER REVENUE BONDS:** An ordinance authorizing the issuance of \$10,250,000 of Water and Sewer Revenue bonds to refund the City's 1994 and 2000 Water and Sewer Revenue Bonds and authorizing the issuance and execution of a Trust Indenture, and Official Statement, a Bond Purchase Agreement, and Escrow Agreement, and a Continuing Disclosure Agreement.

3. **BULK TRASH DISPOSAL:** An ordinance amending collection charges for bulk brush disposal.

4. **DDEP:** A resolution award in the construction contract to Township Builders based upon the result of March 5, 2002 construction contract bid opening for Dickson Street Improvements.

5. **CDBG:** A resolution accepting the 2002 Community Development Block Grant in the amount of \$647,000 and approval of the sub-recipient grant agreements with the Fayetteville Boys and Girls Club, Fayetteville Public Library, and Habitat for Humanity.

6. **BOYS AND GIRLS CLUB:** An ordinance waiving the requirements of competitive bidding and approving a contractual agreement between the city of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$48,000 to provide water service to Dorahl W Reynolds boys and girls club facility and \$17,900 for a temporary haul road.

DA