FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

please note time change

A meeting of the Fayetteville City Council will be held on November 7, 2000 at **4:30 p.m.** in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the October 17, 2000 City Council meeting.

2. **BRIDGEPORT SUBDIVISION:** A resolution approving an agreement releasing liability in the repair of the roadway entrance into the Bridgeport Subdivision.

3. **CEC TURNBACK:** A resolution approving the 2 year renewal agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

4. **WILSON PARK GREENHOUSE:** A resolution approving the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $33,821 plus an additional $10,000 for utilities and a project contingency of $5,000 and authorizing the Mayor and City Clerk to execute a contract.

5. **EMPLOYEE INSURANCE:** A resolution approving the renewal of the employee group policies from U S ABLE LIFE to provide, life, AD & D, LTD coverage and Sec. 125 cafeteria plan administration.

6. **BENHAM GROUP:** A resolution approving contract amendment #3 with Benham Group which provides for a $20,405.00 increase in construction observation services in connection with the W/S Relocation and a $69,906.06 increase in additional engineering services in connection with the Dickson Street Enhancement Project, and a budget adjustment for the W/S part of the work.

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

7. **GARVER ENGINEERS:** A resolution approving an engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the north, Mountain St. on the south, Church Ave. on the west and on the east of the buildings that front Block Ave.

8. **POLICE VEHICLE PURCHASE:** A resolution accepting Arkansas Contract Award ST-01-0914, to purchase 7 units from Landers Ford Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO" (53). Total bid award is $151,313.00.

9. **W/S RELOCATIONS HWY 265:** A resolution approving Change Order #5 to the Construction Contract with Basic Construction Co., Inc. for Hwy 265 Widening (Hwy 45 to Hwy 16) Water and Sewer Relocation Phase II.

B. OLD BUSINESS

1. **RZ 00-22**: An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential. This ordinance was left on the first reading at the October 17, 2000 meeting.

C. NEW BUSINESS

1. **BOTANICAL GARDEN:** Botanical Garden Society of the Ozarks, Inc. Annual Report-2000.

2. **SEWER CAMERA:** An ordinance approving a bid waiver with Aries Industries for sewer camera system repair in the amount of $17,055.89, and approving a bid contingency of $2,000.

3. **YOUTH CENTER:** Discussion regarding the use of City Funds for the Fayetteville Youth Center.

November 3, 2000

FINAL AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

Instructions:

1. **Wilson Park Greenhouse:** Add to Item A. 4. under the Consent Agenda.

2. **Benham Group:** Remove information for Item A. 6. from Tentative Agenda and use the attached information.

3. **Graver Engineers:** Remove information for Item A.7. from the Tentative Agenda and the Agenda Session and use the attached information.

4. **Police Vehicle Purchase:** Remove page one from Item A.8. and use the attached page.

5. **Ozark Mountain Outfitters:** Remove from agenda.

6. **Youth Center:** Add the attached information to Item C. 3.

FAYETTEVILLE

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PASSED

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the October 17, 2000 City Council meeting.

150-00

2. **BRIDGEPORT SUBDIVISION:** A resolution approving an agreement releasing liability in the repair of the roadway entrance into the Bridgeport Subdivision.

151-00

3. **CEC TURNBACK:** A resolution approving the 2 year renewal agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

152-00

4. **WILSON PARK GREENHOUSE:** A resolution approving the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $33,821 plus an additional $10,000 for utilities and a project contingency of $5,000 and authorizing the Mayor and City Clerk to execute a contract.

153-00

5. **EMPLOYEE INSURANCE:** A resolution approving the renewal of the employee group policies from U S ABLE LIFE to provide, life, AD & D, LTD coverage and Sec. 125 cafeteria plan administration.

154-00

6. **BENHAM GROUP:** A resolution approving contract amendment #3 with Benham Group which provides for a $20,405.00 increase in construction observation services in connection with the W/S Relocation and a $69,906.06 increase in additional engineering services in connection with the Dickson Street Enhancement Project, and a budget adjustment for the W/S part of the work.

7. **GARVER ENGINEERS:** A resolution approving an engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the north, Mountain St. on the south, Church Ave. on the west and on the east of the buildings that front Block Ave.

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B. OLD BUSINESS

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C. NEW BUSINESS

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4. GARVER Engineers - parking deck.

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113 WEST MOUNTAIN 72701 501 521-7700
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7. REMOVED **GARVER ENGINEERS:** A resolution approving an engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the north, Mountain St. on the south, Church Ave. on the west and on the east of the buildings that front Block Ave.

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B. OLD BUSINESS

1. ✓ left on second. **RZ 00-22**: An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential. This ordinance was left on the first reading at the October 17, 2000 meeting.

C. NEW BUSINESS

1. ✓ no action pass **BOTANICAL GARDEN:** Botanical Garden Society of the Ozarks, Inc. Annual Report-2000.

2. ✓ **SEWER CAMERA:** An ordinance approving a bid waiver with Aries Industries for sewer camera system repair in the amount of $17,055.89, and approving a bid contingency of $2,000.

3. ✓ No action **YOUTH CENTER:** Discussion regarding the use of City Funds for the Fayetteville Youth Center.

4. GARVER Engineers - parking deck.

TABLED

Meeting of November 7, 2000

Roll					
DANIEL	✓				
1st SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	Absent.				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
HANNA	✓				

Consent.	KP BP				
DANIEL	✓				
1st SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	Absent				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
HANNA					

Meeting of November 7, 2000

RZ-0022.					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
~~REYNOLDS~~					
AUSTIN					
DAVIS					
TRUMBO					
HANNA	left on Record	no comments.			

Botanical Garden					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
~~REYNOLDS~~					
AUSTIN					
DAVIS					
TRUMBO					
HANNA					

Meeting of November 7, 2000

Freeway Comm.	# KS 2ND	KS HD. 3RD.	PASS		
DANIEL	✓	✓	✓		
SANTOS 1ST	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
~~REYNOLDS~~					
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
HANNA					
	7-0.	7-0.	7-0.		

youth cmte					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
~~REYNOLDS~~					
AUSTIN					
DAVIS					
TRUMBO					
HANNA					
	No Action				

Meeting of November 7, 2000

~~EARLIER Maj.~~	LR RA TABLE				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
~~REYNOLDS~~					
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
HANNA					
	7-0.				

DANIEL					
SANTOS					
YOUNG					
RUSSELL					
~~REYNOLDS~~					
AUSTIN					
DAVIS					
TRUMBO					
HANNA					

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
OCTOBER 17, 2000

A meeting of the Fayetteville City Council was held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building.

PRESENT: Mayor Fred Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press, and Audience.

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the September 19 and October 3, 2000 City Council meetings.

BID 00-66: A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.

RESOLUTION 137-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-70: A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.

RESOLUTION 138-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SEWER MANHOLE REHABILITATION: A resolution approving a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

RESOLUTION 139-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BLUE CROSS/BLUE SHIELD: A resolution renewing the BCBS Medical Contract for Policy Year January 1, 2001 through December 31, 2001.

RESOLUTION 140-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW WORLD SYSTEM: A resolution approving a three-year standard software maintenance contract with New World Systems, Inc. and authorizing the Mayor and City Clerk to sign contract.

RESOLUTION 141-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MUNICIPAL COURT SOFTWARE: A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorizing the Mayor and City Clerk to sign agreement.

RESOLUTION 142-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-69: A resolution approving a budget adjustment and awarding Bid No. 00-69 to Total Data Services, Inc. for an IBM AS/400 model 720 and to Info Works, Inc. for an IBM AS/400 model 270.

RESOLUTION 143-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DEVELOPMENT IMPACT FEE STUDY: A resolution approving phase one of the contract with James Duncan and Associates, Inc. to perform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

RESOLUTION 144-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EDUCATIONAL ACCESS CHANNEL: A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2002.

RESOLUTION 145-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WHITE RIVER BASEBALL COMPLEX: A resolution approving a budget adjustment in the amount of $50,900 for White River Baseball Complex.

RESOLUTION 146-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM: A resolution approving the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new resolution will replace Resolution No. 81-88 approved on November 1, 1988.

RESOLUTION 147-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS
No Old Business.

NEW BUSINESS

RZ 00-22: An ordinance approving rezoning request R. 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

Mr. Rose read the ordinance for the first time.

Alderman Daniel stated they normally did not pass a rezoning at the first meeting, especially since there is some controversy on the rezoning.

Mr. James Key, applicant's representative, stated they had petitioned the City for a rezoning from C-1 to R-3. He presented a letter regarding the highest and best use concept for neighborhood analysis this property. The letter stated the principle of change as it applies to the evaluation of property is always at work on real property. Change is relentless. It could be rapid or slow, but in all cases this principle was driven by the economic and social forces at work in the market. Reasonable interpretation of probable directions are desirable. In determining the highest and best use or the most profitable use of property the use in which reasonable determination over a perceivable amount of time produce the owner the highest net return and will at the same time preserve the utility of the property. Property without utility have no value. In the growth factor of a neighborhood life cycle, principle of regression and progression are logical extensions of conformity and change. Regression suggest that the value of superior property suffers from by the introduction of a less valuable property as a neighbor. In contrast, progression holds that adjacent association with superior property enhance the value of a lessor property. In the case of the property located 28 South University a limited number of single family residences remain. Of the remaining single family residences, the majority is rental property or non-owner occupied. Directly across the street high-density apartment units dominate, as is the case to the east. To the south single-family and multi-family and high-density residential are predominate. The overall majority of the neighborhood is characterized by multi-family residential facilities. Most of the smaller unit apartment facility have been constructed over the last five-years. In his opinion, this neighborhood market reflects a reasonable determination that the typical investor would purchase the property with thoughts toward the current development trend which is multi-family residential use. Commercial facilities would also be feasible which would cater to the motoring public or foot traffic generated by the neighborhood makeup. However, considering the immediate surrounding influences of the property located at 28 South University, commercial property such as gas stations or eating establishments allowed by the current zoning with

nonsimilar uses would tend to bring adjoining properties into a regression state. Conversely, development with similar type uses such as multi-family residential would tend to have a progressive affect or enhancement for the adjacent property. The letter is not intended to be an analysis of value, but of neighborhood trend. The letter was submitted by Mickey Bradley.

The owners of the property had asked him to assist with the development of the property. They had looked at the issue of this property being zoned C-1 and the residence being unoccupied and abandoned for a period of more than six-months. It has been almost two years since someone has occupied this home. Considering those factors, they could no longer be used as a single family residence with the current C-1 zoning. If it was an accessory to a commercial, use, it possibly could be used as a residence. Considering the location of the building on the site and the quality of the structure, they had determined that it was not practical to use it as an accessory to a commercial use. They looked to see if commercial uses were practical in the development of this site. C-1 allowed by right, office and studios, eating places, neighborhood shopping, gasoline service stations, drive-in restaurants, and professional offices. Considering the size of the lot and the condition of the neighborhood, they felt a high density residential development was their best potential for a development that would bend with the neighborhood and will work with the area. He presented a zoning map of the neighborhood. All the homes in the area were zoned I-1 as is the rail road right-of-way and the property to the west and north were R-3. They felt R-3 was in compliance and compatibility with the rest of the neighborhood. They had stated on the record in the past that the house, which was thought to be of historic character and quality, that it was available at no cost to be removed from the property. The owner has had several calls. The owner was willing to up that offer and include $2,000 to assist in move this home from the site if it was practical. He had also made the site available to anyone who would like to purchase the lot and the residence. There had been no offers, so he was intending to proceed with the development of this property. He has not chosen to demolish the house, even though it was considered a hazard. He had spoken with the Inspector and Fire Marshall whose basic opinions were that the City would be appreciative if the house was removed.

Alderman Trumbo stated he considered this a down zoning. He stated it would never be a single family residential home unless someone bought it. He thought the owner would be fixing up a piece of property and cleaning it up. He knew the neighbors would be concerned about added traffic, which would be a concern because it was a narrow street.

Mr. Keys stated some of these concerns came up during the Planning Commission meeting. They would be limited to approximate five to six units, because of the size of the lot. They were hoping for six one-bedroom apartments, which would require six parking spaces. Currently, as a C-1 zone there are no side yard setbacks or height limits. The property to the north was commercial. The property to the south was industrial. There were no height limits or side set backs. They were wanting to build a small residential structure unit that was compatible to the surrounding neighborhood. There were two multi-family units directly across the street. There

was another one within two-tenths of a mile. There were several others to the east.

Alderman Davis asked how long has the owners offer to move the house or to purchase the property been out to the public.

Mr. Keys replied the offer had been covered by the television and press a little over two weeks ago. There was some concern about being able to move the house off the site without affecting the largest tree on the site. There was some logistics about moving the house. There would be some impact and affects from the move.

Alderman Reynolds asked when Mr. Massey had purchased the property and added the neighbors never knew that the property had been for sale.

Mr. Keys stated the property had been a trust and was not sure how or when he purchased the property. The property had been zoned Commercial for thirty years or more.

Alderman Reynolds stated a lot of the residential property in the older part of town was zoned crazy.

In response to questions from Alderman Daniel, Mr. Key stated he did not know how old the home was. He had gone through all the historical records. There was a house in approximately this location. It appeared to be about twice the size of this structure. He really did not know the age of the structure. The owner was not interested in saving this property. They had a contractor look at the property. The foundation was crumbling and the structure itself was in bad shape. He thought it would be more feasible to tear down the existing structure and build a new one.

Alderman Trumbo asked Mr. Keys if in his opinion would the proposed multi-family complex in any way inhibit the current values of the existing single-family residents along the street.

Mr. Keys stated he thought that it would actually improve. He thought that it would have a positive effect or a progression on the values of the neighboring properties. A commercial development would not have the same impact.

Alderman Austin stated he was interested in seeing more projects in the interior of the city to make better use of our infrastructure. This project would help avoid urban sprawl. But on the other hand, it was an old neighborhood. There was a need for affordable housing in Fayetteville. There was a question about its historical value. This was a difficult issue for him to decide on. He stated he would like to hear from the neighbors.

Alderman Santos stated this was the kind of development that they needed in the intercity. It was higher density within walking distance of downtown, the University, and it was on a transit line.

It was adjacent to an area that the city was going to construct a trail. It would increase neighboring property values. It was in character with the rest of the neighborhood. He was going to support the rezoning.

Mr. Keys stated it was close to the trail, but the rail line that was directly to the east of this property was not the subject of the Prairie Trail development. It was the main line for the Arkansas Missouri Railroad. It was going to remain so.

Alderman Reynolds stated one of the apartment complexes faced Center Street, the one to the west was on Putman Street. The only apartments on this street were at the far south end on the right-hand side on the hill. The rest of the street was seventeen residential houses. It was an older neighborhood with affordable housing.

Ms. Mary Ann Beasley, an area resident, stated all of the people on this street were against this development. They had everyone's signature opposing this development. They felt that if this were turned into an apartment complex, it would be the beginning of the end of the neighborhood that they loved. She stated she planned to live in her house for the rest of her life. They considered this development a threat to their livelihood. She questioned how anyone could tear down a house that was pre-civil war, even though they did not know the date. She had not heard about this until two weeks ago today. They did not know it was even for sale. There were apartments all around there that went unrented. They did not need more apartments in the area. They could not stand any more traffic on South University. They loved their neighborhood. Children were up and down the street all the time. The increase in traffic was going to present a greater threat. They had no sidewalks. She asked for more time. They would find an owner. This was their home.

Alderman Trumbo asked Ms. Beasley if they would rather have the house stay in its present condition.

Ms. Beesley stated they wanted to buy it and rebuild it. They wanted a family there. They wanted more time. This could be on the historical registry.

In response to questions, Mr. Conklin, Planning Director, stated they had placed the notification sign up as required. The adjoining property owners were notified. He could not guarantee that the US Mail got it to their house. They ran a display ad in the Sunday paper. They had also placed a legal ad in the paper prior to that.

Alderman Young stated the Planning Commissions vote could have been different if they had heard from the neighbors.

Mr. Cyrus Sutherland, retired Professor of Architecture, stated the house date is approximately

1850. It preceded the Headquarters House on Center Street which was 1853. The prime difference was that Headquarter House was Greek Revival Architecture. The Shoemaker House is a modest example of Greek Revival Architecture. It was an echo of the Ridge House which was 1836. There were two requirements that brings a house back to life, that was will and money. Its foundation needed to stabilized. Members of the joist system needed to be replaced. Many of the houses along University had been owner occupied for eighteen years. It was a residential neighborhood. There was the possibility of getting the Shoemaker House on the Historic Registry. This would take some time.

Ms. Maria Westley, 129 S. University, stated she had watched all the children grow up the neighborhood and she had watched all the people in the apartments come and go. She asked the council if they had lived in this neighborhood and had raised their children there, if they would want to see another apartment complex there. She would hate to see more traffic on the street. There were no sidewalks and everyone parked on the street.

Mr. Michael Lolly, 706 Tredwell, stated he had lived in the neighborhood for thirteen years. The neighborhood was going through a modest renaissance . He would like to see more development which would encourage more single family residents. There was a lot of property that was currently changing hands. It was going from absentee landlords, rental property, to owner occupied property. It was a modest renaissance. It was an interesting neighborhood. There were a lot of people his age that were moving into the neighborhood. It was diverse and colorful. They wanted to see development that encouraged less high density, less traffic. That was the only problem he had with the development. He did not think that it was what their neighborhood had in mind.

Alderman Santos stated one thing they could do to protect their neighborhood, that had single family homes in an Industrial zoned area, was to get together and come to the city and ask them to down zone the property to residential. He thought they could waive the fees. That would allow them to keep the neighborhood that they had. Everyone that was willing to downzone their property should get together and contact Tim Conklin in the Planning Office. They would see what they could do to protect it. He thought they should do this.

Mr. Conklin stated he had spoken with Joe Robson. He was going to provide a map of the area. He was encouraging the neighbors to look at their properties. He wanted the neighbors to come and see him and discuss what zoning was appropriate for the neighborhood. Keep in mind, that in 1970 this was zoned I-1, Heavy Commercial Light Industrial. The piece of property had been zoned C-1. The current zoning allowed four dwelling units as an accessory use, plus a commercial use. The current zoning would allow for apartment units, plus a commercial use. The City of Fayetteville did not issue a permit to demolish a single family home. That included Washington/Willow, Mt Nord and Historic District. If someone wanted to demolish the building they did not have to contact the city.

Mr. Lolly stated it would be great to get some kind of permit or notice in order to take out a structure.

Mr. Joe Robson, an area resident, questioned the variance that they had been granted for the development from the Board of Adjustments. He also questioned the notice for the meetings. He asked if the property was ever advertised for sale. There was never a sign in Ms. Shoemakers yard indicating that the property was for sale. He stated they had every signature of the other property owner opposing this development.

In response to questions from Alderman Trumbo, Mr. Conklin stated that under C-1 zoning there was no minimum lot width requirement. Under R-3 zoning the minimum lot width requirement was ninety feet for three or more units. They had applied for a variance in order to be able to build more than three or more units on an eighty-foot lot. They had the required lot area, but the width of the lot was not adequate. The variance was subject to approval of the property being rezoned to R-3. The Board of Adjustment had granted a variance to allow three or more units with a lot width of eighty-feet contingent on the rezoning.

Alderman Austin stated by right they could construct one business and four residences.

Mr. Conklin stated they had mixed-use developments. As an accessory use, they allowed residential uses. These residential uses were limited to the R-2 zoning district, which was twenty-four units per acre.

Alderman Austin stated if they denied the rezoning it would remain C-1, which allowed one business and four residential units.

Mr. Conklin stated that was correct. They would not need the variance, because there was no minium lot width.

Mr. Keys stated there were multi-family residential property on the street. There were a lot of them on University Street. This was a high-density residential area. It has been promoted by the 20/20 Plan as being a mixed used, with the intention of promoting higher density residential development to support the infrastructure and the increase the student housing needs.

Alderman Austin stated they needed to increase the density in the downtown area. However, there was an emerging pride in this neighborhood. In fairness they should be heard for the three readings. He thought the best thing to do was leave the item on the first reading and give the neighbors time to be heard.

Mayor Hanna explained they usually did not move a rezoning request through two or three reading, when their was public opposition to it. They would let it go to the second and third

reading. He did not think that they would vote it up or down tonight. He thought they had been given a lot of information that they needed to read. Letters and pictures from property owners. He thought the council needed the time to look at all this information.

Ms. Marsha Robson, an area resident, stated she would like to express some of the adjacent property owners concerns. They were concerned about the traffic and if the lighting from the parking lot would disturb the neighbors. She was also concerned about the water run-off from the complex. She noted they did not have any sidewalks on the street.

Alderman Young stated his house was in the same situation as this neighborhood. He lived in a residential neighborhood. The entire area was zoned commercial. He stated the city needed to address these zoning problems. When the rezoning were passed, the city had different views and priorities. One of the things that was needed was residential. One of the keys to maintaining a viable downtown area was owner occupied single-family residences. He use to live in this neighborhood. Those houses were not use buildings, they were homes to families. They were concerned about keeping their neighborhood. Fayetteville needed affordable houses. Someone could buy the house and slowly do the preservation. He thought the commercial with accessory units would be more compatible than the apartment complexes.It was not good for the long term benefit of the central part of the city. If they kept tearing down the single house and putting up apartments.

In response to questions from Alderman Russell, Mr. Massey stated he had purchased the property with the intent of improving the neighborhood by developing a very tasteful development.

THE ITEM WAS LEFT ON THE FIRST READING.

The meeting adjourned and started the public hearing for Water and Sewer Bonds.

WATER AND SEWER BONDS: A public hearing on an ordinance providing for the issuance of $10,000,000 principal amount of Water and Sewer System Revenue Bonds, Series 2000: authorizing the execution and delivery of a trust indenture, an underwriting agreement, a remarketing agreement, a letter of credit and reimbursement agreement, and a tax compliance agreement in connection therewith; approving an official statement in connection with the offer and sale of the bonds; providing for certain other matters relating thereto; and declaring an emergency.

Mr. Hunt stated there had been some minor changes in the terminology. They did not have a Reimbursement agreement. They had a stand by bond purchase agreement. It accomplished the same thing.

Alderman Young questioned if they would have to do a separate vote on the emergency clause.

Mr. Rose replied they would need a separate vote. They would need to have a public hearing. They needed to make sure that it was a distinct part of the proceedings. They needed to have the public hearing, then they could read the ordinance and have the vote.

Mr. Jeff Erf, 2711 Woodcliff Road, he asked them to explain what the money would be used for and who would pay the interest.

Alderman Trumbo explained they were basically recouping the money they had already spent on the land, the architectural, and engineering. It was to recoup the money they had already spent so they were not earning any interest income for the city.

Mr. Erf asked if it was for the new sewage treatment improvements. Was it strictly sewer or was it water. The ordinance read water and sewer.

Alderman Trumbo stated that was the title of the bonds that it was under. The theory is to recoup what they had already spent out of the sewer reserves. Even if the bond issue for the new proposed plant did not get voted in. They were still taking steps to recoup that money. They would earn about two hundred and fifty basis points spreads on the difference. Which was two and a half percent. It would be generating additional interest income for the city based on the lower amount of interest on the bond amount. What they were doing was creative financing in order to create more revenue for the city.

Mr. Erf questioned if they were going into debt for ten million dollars to pay for land and engineering design studies for the proposed sewage treatment improvements?

Alderman Austin stated they had money that was invested. They were drawing more money on their investment then they would be paying on the interest for this bond issue. They were going to make money on the deal. They had spent money on improving the system.

Mayor Hanna stated this went back to the beginning of the project. They started spending money when they went outside their own sources.

Mr. Erf asked where the money would be coming from.

Mayor Hanna stated it would come from the receipts from the water and sewer bills. They had a built in excess there to build a reserve for emergencies and expansions.

Alderman Trumbo stated there would not be any increase in the base water rates.

Alderman Santos stated the way he understood it was that by selling these bonds they would get a lower interest rate than on what they could get on a return for the money. They would show a profit on it.

Alderman Trumbo explained what they were trying to do was recoup ten million dollars that they had already spent out of the sewer fund. They had spent hard dollars to get to where they were today. What they were trying to do is float the double tax free bonds through Stevens Inc. to recoup the money they had already spent, and make about two hundred fifty basis point spread. So the money would come back into the city's bank account. They would have the money back in and no ones's water bill would be increasing. They were going to amortizing the bonds and paying the bond owners that money by allowing the city to recoup their money. They were going to be making money by doing this transaction.

Alderman Davis stated our debt service was going to be less than the interest they were going to receive back.

Alderman Young asked if the money would be put back into the water and sewer fund.

Mr. Maguire stated the money would be going back into the fund. About six and a half million would go back immediately. About three and half million would be held in trust for future expenditure.

Mr. Erf asked where the exhibits were that were in the ordinance.

Mr. Dennis Hunt, Stevens Inc., stated those exhibits had been presented to the City Clerk tonight.

Mr. Erf stated there were financial advisors and lawyers and what was their cut on this. How much were we paying them?

Mayor Hanna stated they had let those services out on bid. The one that bid the best rate was contracted with.

There were no more public comments.

Mayor Hanna closed the public hearing.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

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

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

Mr. Rose stated they needed a separate vote on the emergency clause.

Alderman Santos moved to approve emergency clause. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

ORDINANCE 4276 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 9:00 p.m.

CERTIFICATE OF RECORD

State of Arkansas
City of Fayetteville } ss.

I, Heather Woodruff, City Clerk/Treasurer for the City of Fayetteville, do hereby certify that the foregoing instrument is a true and correct copy of the original Oct. 17, 2000 City Council minutes filed in my office on the 7 day of November, 2000. Witness my hand and seal this 21 day of Nov, 2000.

Heather Woodruff

Heather Woodruff, City Clerk/Treasurer

Mr. Rose read the ordinance for the second time.

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

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

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

Mr. Rose stated they needed a separate vote on the emergency clause.

Alderman Santos moved to approve emergency clause. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

ORDINANCE 4276 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 9:00 p.m.

Fayetteville Youth Center

BOYS & GIRLS CLUBS

915 California Drive
Fayetteville, Arkansas 72701 • Phone 442-9242

DATE: November 1, 2000

TO: Members of the Fayetteville City Council

FROM: John Benberg, Executive Director
Fayetteville Boys & Girls Club (Youth Center)

SUBJECT: new facility plans/impact

Per the request made at Tuesday's agenda session I am writing to provide additional information about our proposed new facility and its anticipated benefits to our community. Included in this packet are (1) the August 11 press release announcing our grant award, (2) a letter from Tom Stockland, our Chief Volunteer Officer, about City support for this project, (3) a National Programs brochure from the Boys & Girls Clubs of America (BGCA), and (4) a copy of our most recent sports programs brochure. The architectural renderings of our building will be displayed and referenced in our short presentation to you on November 7th.

Our organization is in the midst of a planned growth cycle—an evolution from "swim and gym" provider to world-class youth development organization with a full continuum of programs, activities and services. This direction is largely based on a strategic plan, developed last year with City support, which featured input from local stakeholders and visits to other communities to view the finest youth facilities in existence. In simplest terms, we have a blueprint for success and are eager to make it happen.

A major step toward implementation of the strategic plan was to re-affiliate with the BGCA, a move made last fall. In re-joining this international organization, we gained access to their extensive menu of age and gender appropriate programs (see enclosed brochure) that are perfect complements to our existing recreational sports foundation. So, we now have programmatic tools to teach life skills, develop leadership abilities, enhance academic achievement and prepare youth for employment that can be implemented quickly with adequate resources and space. Other benefits from the BGCA affiliation include ready-made staff and Board development packages, outcome measures for certain programs, organizational effectiveness evaluations, model polices/manuals and a direct connection to over 50,000 industry professionals around the globe.

Another benchmark on our path to excellence is the recent establishment of a permanent Branch Unit at Jefferson Elementary School in the southeast quadrant of town. Our presence there will provide youth a safe, structured and supervised alternative for the after-school time period that concerns parents and others the most. On a related note, we are seeking federal grant funds for an Outreach Program that would allow us to deliver youth and family oriented programs directly to local subsidized housing communities. New members acquired through the Branch Unit and any Outreach Program will benefit from the new facility too as we are committed to a transportation system that provides them access on par with all other local youth.

Just the prospect of a new facility has given momentum to negotiating new and mutually beneficial partnerships. Of late the University of Arkansas has expressed interest in improving retention rates and we can help young people better prepare for the post-secondary school experience. Corporate employers are looking for better personnel and we have programs specifically designed to offer just that. Civic organizations seek human causes with value and we provide such. Other funders seek assurances their investments are well placed and we welcome those inquiries. There is literally no end to the synergies that might be created with the lever of a state-of-the-art facility for youth.

If we are able to build and operate a new facility such as the one proposed, the impact will be dramatic and permanent. More young people will have a safe and positive place to go after school and on weekends. More young people will be able to develop a positive relationship with a caring adult, something that unfortunately fewer homes seem to provide these days. More young people will have access to a variety of developmental programming—whether it is help with homework, physical activity programs, computer training or any number of other possibilities—so they can acquire the tools necessary to succeed. Less obvious, but no less significant, will be the tremendous boost in self-concept that young members will realize when given access to a new and exciting place to call their own.

We want to be a leader and catalyst toward making Fayetteville a national model for how a community supports it youth, and ask for your support toward meeting that goal.

To: Fayetteville City Council
From: Tom Stockland, Chief Volunteer Officer
Fayetteville Youth Center d/b/a Fayetteville Boys & Girls Club

As you know, the Fayetteville Boys & Girls Club has received a grant in excess of nine and a quarter million dollars from the Donald W. Reynolds Foundation. In 1995, the citizens of Fayetteville approved the HMR taxes. The taxes were specifically advertised to address several capital needs including renovation of the Fayetteville Youth Center. In 1996, the Fayetteville Youth Center began the process of attempting to renovate its facility through work with an architect. The renovation was estimated to cost roughly five million dollars that made funding solely from HMR prohibitive. The Fayetteville Youth Center applied for a grant from the Donald W. Reynolds Foundation for approximately four and a half million dollars to be used in the renovation of the current Fayetteville Youth Center. Although making it through several stages of the grant process to the site visit, we were notified that for a grant to be considered that a strategic plan would be necessary. It was the belief of the Donald W. Reynolds Foundation's staff that there had not been enough long term planning to justify the renovation of the building. The Donald W. Reynolds foundation provided a grant of about $60,000 to pay a portion of the stategic plan, the City of Fayetteville made a commitment of nearly $100,000 and the Fayetteville Youth Center paid the remaining portion of the plan. Through the strategic plan, we learned that we could not meet the needs and desires of our citizens through a renovation of the current facility. The building is essentially land locked with no room for expansion, and we learned a new facility was the only construction we could justify. Interestingly, the staff of the Donald W. Reynolds Foundation had made that determination independently and was very comfortable that the stategic planning process would reach the same conclusion.

We applied for a new grant to the Donald W. Reynolds Foundation requesting in excess of $14,000,000 for a new facility. The grant we were given was to construct the facility as drawn without the competitive pool and fieldhouse which reduces the projected costs of the facility to slighty more than $11,000,000. Value engineering will allow us to reduce the cost somewhat; however, without additional funds we will have to reduce the scale of the building to some degree. We expect this model facility to be built at a cost of around $90 a square foot. I would note that the Council has supported much more expensive projects such as the Senior Center and Library using taxpayer monies as the bulk of their financial support. The city has an opportunity to support a more reasonably priced facility for our youth and we have already raised 70% to 80% of the costs from private funding. The fact that our facility is not as expensive should not be interpreted as "cheap construction" since we can point to the two recently completed middle schools which costs between $65 and $70 a square foot. This facility will be a first class facility for our youth.

The grant we obtained will not pay all of the fees associated with constructing the building. The Fayetteville Youth Center will be responsible for a portion of the architect's fees, a portion of the engineering fees, all of the surveyors fees, all of the fees related to wetland delineation and various other fees. The grant will not pay for anything

outside the building. We will be responsible for parking, land cost, landscaping, fields, lights on field, walking trails, extensive dirt work, and many similar type of expenses that are not inside the building.

In addition to the costs that the Fayetteville Youth Center must pay, we are required to raise $1,860,000.00 that will be put into a deferred maintenance endowment fund. That fund is a requirement of the grant and must be raised before we begin construction. This fund will be used to maintain the building to assure that the facility remains in first class condition because it is named after Mr. Reynolds. In addition, there will be costs associated with moving and expansion that are one time costs. There will be greater transportation needs and greater staff needs. We will increase involvement substantially, raising the costs of scholarships we provide to youth. We have substantially increased our scholarship costs in the last year, but expect the costs to increase much more. In addition to the deferred maintenance, we anticipate raising a similar sum to offset the increased costs of operation and participation over the next several years.

We do not discount or ignore the significant assistance that has already been given to this project by the City of Fayetteville. We thank the City for its help in moving Rupple road forward by several years in its CIP budget, for its assistance relating to the lease of the park land, and for the money provided to assist in the strategic planning process. However, we come once again asking for more support. In addition to the annual support we receive from the city, we would request that the city provide us with the sum of $750,000 a year for three years.. Roughly, one million dollars of that amount would go directly into the building. The value engineering we discussed above and the $1,000,000 from the city would allow the building to be constructed without giving up any of the amenities important to programming. The remaining $1,250,000 would pay the remaining costs associated with construction of the building. For the price of $2,250.000 the City will have a first class facility for its youth that has a price tag in excess of $11,500,000. We will still be required to raise money from the area to meet the deferred maintenance fund and the costs associated with the move mentioned above, but this commitment from the City is essential. For 24% of the construction costs, we will build a reasonably priced facility that will have an impact on one of your most important constituents, our youth.

Fayetteville Youth Center

BOYS & GIRLS CLUBS

915 California Drive
Fayetteville, Arkansas 72701 • Phone 442-9242

John Benberg, Executive Director
Fayetteville Boys & Girls Club
(501) 442-9242

August 11, 2000
"FOR IMMEDIATE RELEASE"

The Fayetteville Boys & Girls Club (FBGC) is privileged to announce a $9,260,413 capital grant award from the Donald W. Reynolds Foundation for construction of a new facility off Wedington Drive in west Fayetteville. This new facility, envisioned to be in excess of 80,000 square feet, will include gymnasia, pool, classrooms, computer labs and other spaces along with outdoor playing fields specifically designed to support an exciting menu of sports and age-appropriate developmental programs for area youth.

"It (the grant award) is great news and something we have been working toward for a long time," said Tom Stockland, local attorney and current President of the FBGC Board of Directors. "We owe the Reynolds Foundation a tremendous debt of gratitude for the money, obviously, but also for seeing our potential and pushing us in the right direction as an organization."

The former Fayetteville Youth Center serves over 3,000 members now, with a lot more expected in the new facility. Executive Director John Benberg, who succeeded the retired Dale Clark in March of this year, says the additional space is long overdue but there is more to the new facility than just that. "We told Trustees and staff of the Reynolds Foundation that we wanted to be part of making Fayetteville and Washington County a national model for how communities support their young people, and that kind of goal is consistent with their mission. It also sends a message that all kids, regardless of means or talents, deserve a nice place to go and a strong menu of top quality programs. The Reynolds folks have made the facility possible, so the rest is up to us and the greater Fayetteville community."

Of course a new building will not materialize instantly, there are lots of things to be done before construction even begins. For example, as a requirement of the Reynolds grant, the FBGC must raise a Restricted Fund for Building Maintenance, Repair and Equipment as well as funds for construction costs not covered by the grant. "We are gathering ourselves as an organization to prepare for fundraising, facility design modifications, decisions about programming and everything else that goes with an opportunity like this" said Stockland. "This community and northwest Arkansas in general has demonstrated a real willingness to step up and support good causes, so we are optimistic that a facility like this for area youth will be viewed in a very positive light."

An advisory group, referred to as the "Community Council" according to Benberg, has been formed to help with bringing the new facility on line. "We'll have a diverse membership with varying perspectives to talk about transportation, programs, hours of operation, costs and a million other things. I am sure we'll have some public forums as well so everyone has a chance for input." Interested individuals will also be able to submit comments or suggestions via the FBGC web page once the changes currently underway are complete.

The Donald W. Reynolds Foundation is a national philanthropic organization founded in 1954 by the late media entrepreneur for which it is named. Reynolds was the founder and principal owner of the Donrey Media Group. When he died in 1993, the company included over 70 businesses, the majority of which were in the communications/media field. The sale of the Donrey Media Group in 1993 provided for the Foundation's endowment. Headquartered in Las Vegas, it is one of the largest private foundations in the United States.

For further information, contact John Benberg (442-9242) or Tom Stockland (521-7130).

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY APPLICATION

As required in § 117.32 of the Fayetteville Code of Ordinances.

APPLICANT

NAME: Ray & LESA Dotson
ADDRESS: 419 E. Emma
Springdale, AR. 72764
PHONE: 751-8760

DESCRIBE YOUR EXPERIENCE IN THE TRANSPORTATION OF PASSENGERS.
Ray has had guiding experience on trail rides and was raised with wagons & horses on grandfathers farm.

LIST YOUR FINANCIAL STATUS, INCLUDING THE AMOUNT OF ALL UNPAID JUDGEMENTS AGAINST YOU AND THE NATURE OF THE TRANSACTION OR ACTS GIVING RISE TO SAID JUDGEMENTS.
have been in business 17 years same location.

BUSINESS

NAME OF BUSINESS: Ozark Mountain Outfitters
BUSINESS LOCATION: 419 E Emma
Springdale, AR. 72764
MAILING ADDRESS:
PHONE: 751-8760

HOW MANY VEHICLES WILL BE AVAILABLE FOR YOUR OPERATION OR CONTROL ?
3 to 4

LIST THE LOCATION OF PROPOSED DEPOTS AND TERMINALS.
Fayetteville's historical district & trolley Stops.
See map attached

DESCRIBE THE COLOR SCHEME OR INSIGNIA TO BE USED TO DESIGNATE YOUR VEHICLES.
Black, white Black Amish buggy 4-passenger
Black and white paint horse

WHAT IS YOUR PROPOSED RATE SCHEDULE ?
15 min. 40.00
30 min. 60.00 Trolley Accomodates 3 passengers
45 min. 80.00
60 min. 100.00

LIST THE HOURS BETWEEN WHICH YOU PROPOSE TO PROVIDE ~~TAXICAB~~ horse trolley SERVICE TO THE GENERAL PUBLIC, AND THE DAYS, IF ANY, ON WHICH YOU DO NOT PROPOSE TO PROVIDE ~~TAXICAB~~ SERVICE TO THE GENERAL PUBLIC.
horse trolley Weenings & Weekends

LIST THE NAMES AND ADDRESSES OF ALL OFFICERS AND STOCKHOLDERS OF THE COMPANY IF INCORPORATED.
N/A

DESCRIBE THE EXPERIENCE OF ALL OFFICERS AND STOCKHOLDERS IN THE TRANSPORTATION OF PASSENGERS.
N/A

LIST THE FINANCIAL STATUS OF THE OFFICERS AND STOCKHOLDERS OF THE COMPANY, IF INCORPORATED, INCLUDING THE AMOUNT OF ALL UNPAID JUDGEMENTS AGAINST ANY OF THEM AND THE NATURE OF THE TRANSACTIONS OF ACTS GIVING RISE TO SAID JUDGEMENTS.
N/A

TO WHOM SHOULD COMPLAINTS BE DIRECTED?
Ray Watson

APPLICANT, ON AN ATTACHED SHEET, PLEASE GIVE ANY FACTS WHICH YOU BELIEVE TEND TO PROVE THAT PUBLIC CONVENIENCE AND NECESSITY REQUIRE THE GRANTING OF A CERTIFICATE.

OZARK MOUNTAIN OUTFITTERS

419 E. EMMA

SPRINGDALE, AR. 72764

501-751-8760

August 25, 2000

Dear Honorable Mayor Hanna and council,

Fayetteville being a city with lots of history and historical sites along with the new Town Center and Dixon St. enhancement, I feel that the horse drawn trolley would be an asset to downtown Fayetteville. Giving people a chance to enjoy life at a slower pace and see the beauty in this wonderful city in the Ozarks.

I have talked with the Washington County Historical Society and the Fayetteville Chamber they showed great interest in having a horse trolley. Also I have spoken with the Hilton in giving rides to their guest to Dixon Street or around the beautiful downtown square. These rides can last for 10 minutes or up to an hour.

Thank you for your valuable time and I would ask that you please consider this request for application.

Cordially,

Ray Dotson

REA ATTRACTIONS

11 Seasons Trail
23 W. Mountain St.
01-521-1710

Arkansas Air Museum
4290 S. School St.
501-521-4947
10 a.m. - 4:30 p.m. Sat.
11 a.m. - 4:30 p.m.
Sun. - Fri.

Bud Walton Arena
UA, Razorback Road
501-575-8618

Clintons' First Home
930 California Blvd.
Not open to public

Confederate Cemetery
500 E. Rock St.

Farmers Market
Downtown Square
Tues./Thurs./Sat.
7 a.m. - noon
April - November

Genealogical Services
Fayetteville Public Library
217 E. Dickson St.
501-442-2242

Headquarters House
118 E. Dickson St.
501-521-2970
Call to arrange tour

Jerry Jones-Jim Lindsey
Hall of Champions
UA, Maple and
Razorback Road
501-575-6533
8 a.m. - 4:30 p.m.
Mon. - Fri.

Lake Fayetteville
E. Lake Fayetteville Road
501-444-3471
Lake closes at sunset

Mt. Sequoyah
150 NW Skyline Drive
501-443-4531

National Cemetery
700 S. Government Ave.
501-444-5051

Old Main/Senior Walk
UA, Arkansas Ave.
501-575-4801

Pea Ridge
National Military Park
Hwy. 62 North
Pea Ridge
501-451-8122
8 a.m. - 5 p.m.

Prairie Grove Battlefield
State Park
Hwy. 62 West
Prairie Grove
501-846-2990
Park: 8 a.m. - 10 p.m.
Museum: 8 a.m. - 5 p.m.

Square Gardens
113 W. Mountain St.
501-575-8307

Stonebridge Meadows
Golf Course
3495 E. Golf Farm Road
501-571-3673

Tommy Boyer
Hall of Champions
UA, Leroy Pond Drive
501-575-8618
8 a.m. - 4:30 p.m.
Mon. - Fri.

University Museum
UA, Garland St.
501-575-3466
9 a.m. - 4:30 p.m.
Mon. - Sat.

Walton Arts Center
495 W. Dickson St.
501-443-5600

SPECIAL EVENTS

Mardi Gras (March)

Hogeye Marathon (April)

Battle of Fayetteville
Civil War Reenactment
(April in even-
numbered years)

Springfest (April)

Joe Martin Memorial
Bike Classic (May)

Old-Fashioned Ice
Cream Social (August)

Washington County Fair
(August)

Fine Arts Concert Series
(August-April)

Bikes, Blues & BBQ
Motorcycle Rally

Fayetteville Fine Arts
Festival (September)

North Arkansas
Symphony
(September-May)

Autumnfest (October)

Chile Pepper Run
Cross-Country Race
(October)

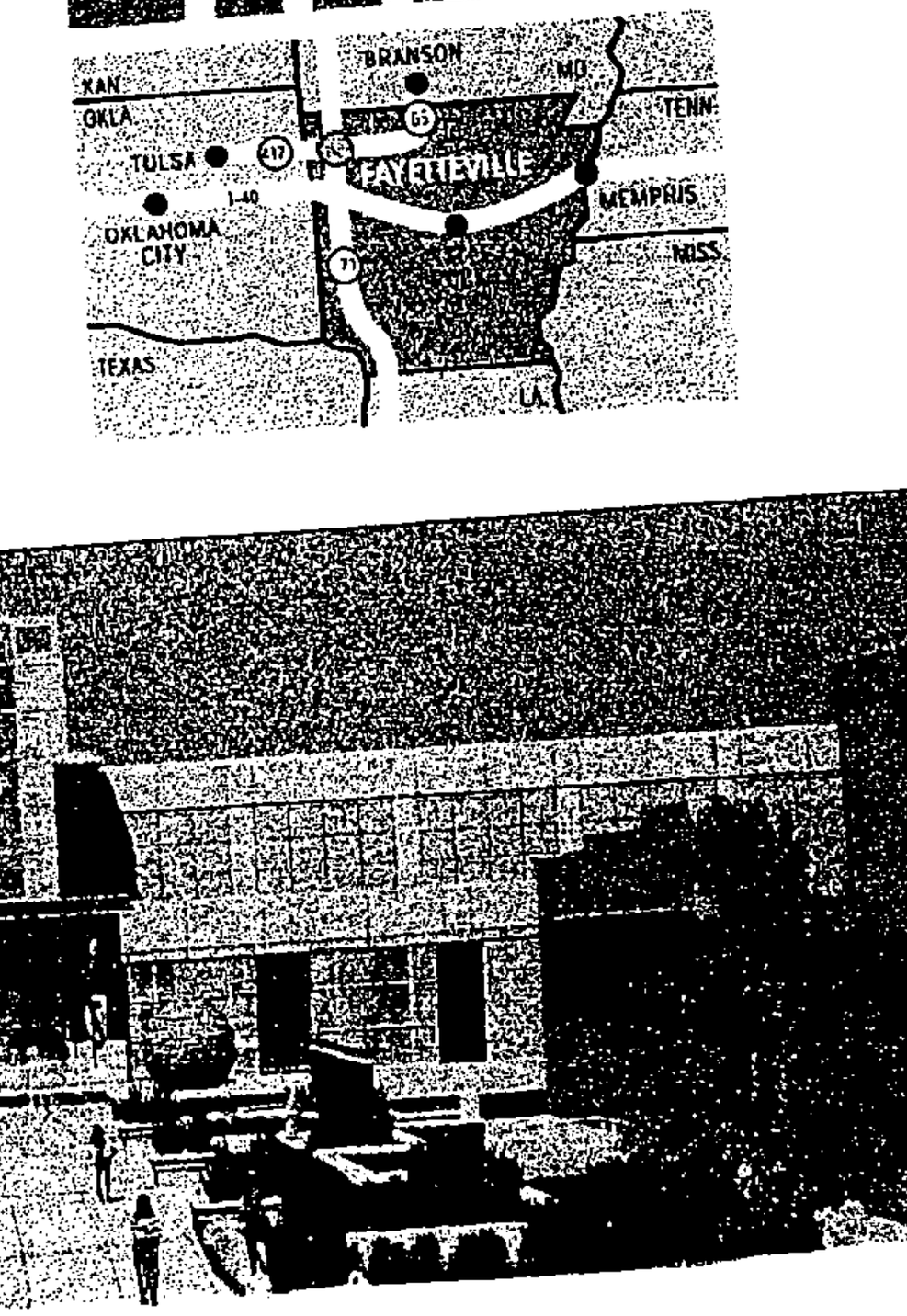
Lights of the Ozarks
(November-January)

Holiday Hoops
Invitational High School
Basketball Tournament
(December)

First Night New Year's
Eve Celebration
(December 31)

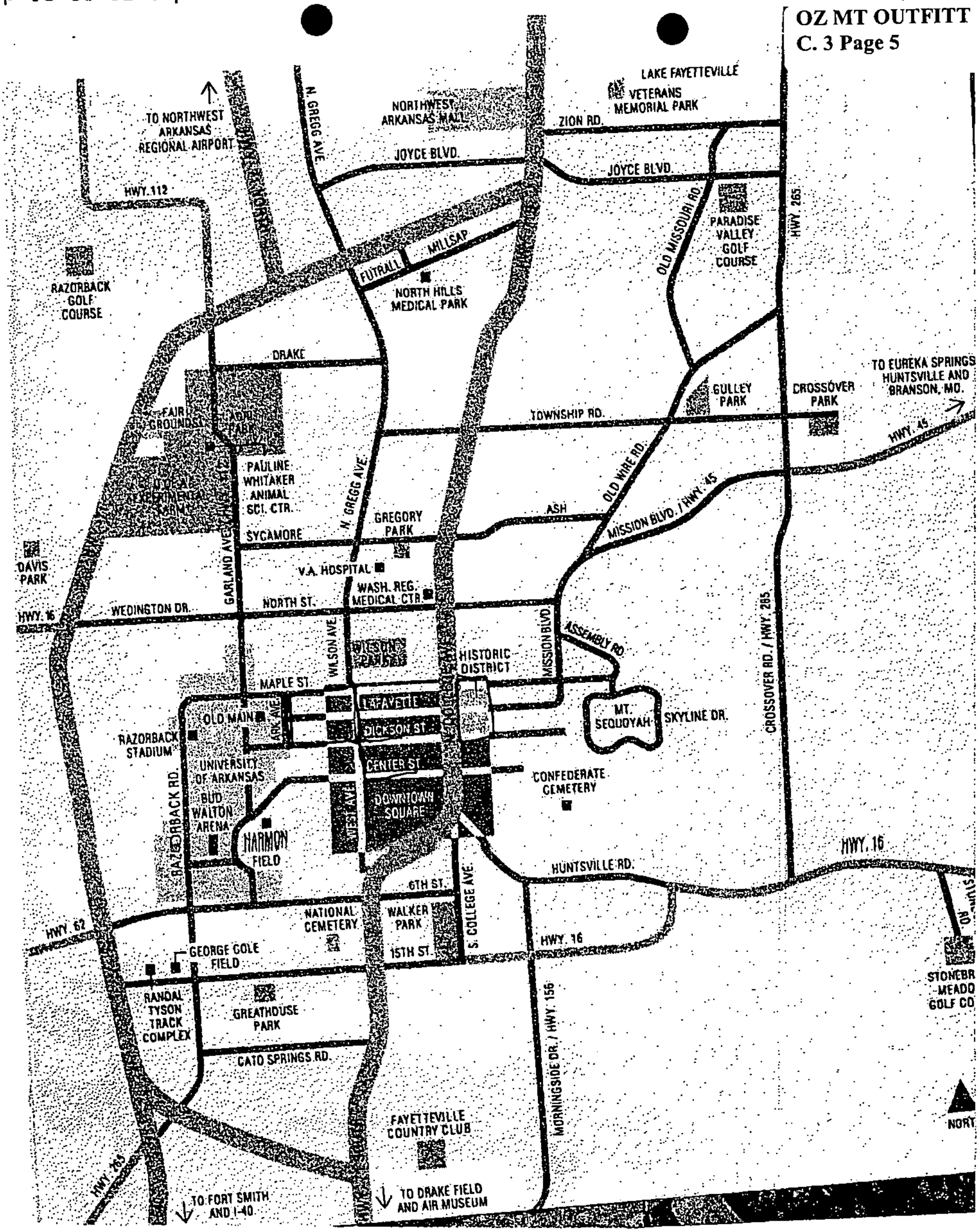
THE DOWNTOWN AREA

1 Central Fire Station
2 Ridge House
3 Walker Stone House
4 Municipal Police
5 Chamber of Commerce
6 City Hall
7 Town Center
8 The Square
9 Federal Building
10 Center for Continuing Education
11 Washington County Court House and Offices
12 Public Library
13 Headquarters House
14 Washington-Willow Historic District
15 U.S. Post Office
16 Walton Arts Center



Town Center Convention Facility, opening 2001

OZ MT OUTFITT
C. 3 Page 5



FARRIS INSURANCE AGENCY, INC.
1411 A. South Thompson
P.O. Box 345
Springdale, AR 72765-0345
PHONE: (501) 756-6330 FAX: (501) 756-9262

August 29, 2000

City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Ray Dotson dba Ozark Mountain Outfitters

To Whom It May Concern:

Please allow this correspondence to serve as notice that Ray Dotson dba Ozark Mountain Outfitters has applied for Commercial General Liability at a limit of $1,000,000 for his horse drawn trolley and the coverage can be bound through our agency upon request of from Ray Dotson.

Please contact our office if you have any questions or desire additional confirmation.

Regards,

Daphne Stevenson
Customer Service Agent

Sep 19 00 12:06p Lesa Dotson 501-2 OZMI OUTFIT P.8
C. 3 Page 7

ARKANSAS LIVESTOCK & POULTRY COMMISSION
#1 Natural Resources Dr.
Little Rock, AR 72205
Telephone: (501) 225-5138

ARKANSAS
CERTIFICATE OF VETERINARY INSPECTION

ARKANSAS
71-AR 456071

Name and Address of SHIPPER:
Kay Dotson

Name and Mailing Address of RECEIVER:
City of Fayetteville
Fayetteville Ar

Brucellosis Test Charts Attached to Copy for Receiving State Official:
☐ YES ☐ NO

Brucellosis Test Chart Numbers:

CERTIFICATE VOID
30 DAYS FROM ISSUE DATE

Date of Shipment
9-12-2000

Entry Permit No.

IES: ☐ CATTLE ☑ HORSES
SON ☐ SHEEP ☐ SWINE
DATS ☐ ..... Other

ORIGIN OF SHIPMENT (NAME):
A. Show/Sale .....
B. Market .....
C. Ranch .....

STATE/AREA STATUS
☐ MODIFIED ACCREDITED (T.B.)
☐ TUBERCULOSIS FREE
☐ CLASS "FREE" BRUCELLOSIS
☐ CLASS "A" BRUCELLOSIS
☐ CLASS "B" BRUCELLOSIS
☐ CLASS "C" BRUCELLOSIS
☐ OTHER .....

HERD STATUS
A. ☐ ACCREDITED HERD No. .....
B. ☐ CERTIFIED HERD No. .....
C. ☐ VALIDATED HERD No. .....
D. ☐ ..... No. .....
E. ☐ QUALIFIED NEGATIVE HERD
QUALIFYING TEST DATE(S) A. ..... B. .....

CARRIER: TRUCK ☐ OTHER .....
NAME AND ADDRESS:

VACCINATION OR TREATMENT FOR: (Except Brucellosis)
.....
DATE .....
PRODUCT .....

ANIMAL IDENTIFICATION

OFFICIAL INDIVIDUAL Federal Eartag Number or Breed Registration Ear Tattoo or Breed Registration Firebrand	Brucellosis Vaccination Tattoo Symbol	REGISTRY NAME AND NUMBER or DESCRIPTION and REGISTERED OWNERSHIP BRAND	AGE	SEX	BREED	TUBERCULIN TEST INTRADERMAL	BRUCELLOSIS TEST	OTHER TEST
Paint Black & White		Desperado	18	Hdle	Paint	INJ DATE: / HOUR: / OBS DATE: / HOUR: / 72 HR. RESULTS	DATE OF TEST: / LABORATORY: / BAPA RST / CARD / STT SPT / TEST In-terp.	TESTED FOR: EIA / DATE: 9-12-2000 / LAB: Duke / RESULTS: Coggins Neg

Veterinary Certification:
"I certify, as an accredited veterinarian, that the above-described animals have been inspected by me and that they are not showing signs of infectious, contagious, and/or communicable disease, (except where noted). The vaccinations and results of tests are as indicated on the certificate. To the best of my knowledge, the animals listed on this certificate meet the state of destination and federal interstate requirements. No further warranty is made or implied."

Date 9-12-2000 s/ D. Underwood
Accredited Veterinarian
Upon-Jolly Rd. 2766
Address

Owner/Agent Statement (Where applicable):
"The animals in this shipment are those certified to and listed on this certificate."

Date ..... s/ .....
Owner/Agent
.....
Address

BRUCELLOSIS VACCINATION CERTIFICATION (Where Applicable)
"All female cattle and bison over 12 months of age in this shipment are Official Brucellosis Calfhood Vaccinates with legible ear tattoos."

Date ..... s/ .....
Owner/Agent
.....
Address

Original to Accompany Shipment and 2nd Copy to Office of State Veterinarian

PARTMENT OF AGRIC RE
LANT HEALTH INSPE N SERVICE

EQUINE INFECTIOUS ANEMIA LABORATORY TEST

(VS Memorandum 555.8)

1. ACCESSION NUMBER: C0037169

2. DATE: 6/19/00

3. NAME AND ADDRESS OF OWNER *(Street, City, State and Zip Code)*
Ray Dotson
419 E. Emma 72764
Springdale, AR Tel. No. - AC (501) 751-0013

4. NAME AND ADDRESS WHERE HORSE IS STABLED *(Street, City, State and Zip Code)*

Tel. No. - AC ( )

5. NAME AND ADDRESS OF VETERINARIAN *(Street, City, State and Zip Code. Print name and address legibly for window envelope use.)*
Jim MacLean
Box 508
Huntsville, AR 72740

6. MARKET TEST
☐ YES ☐ NO

7. NAME AND ADDRESS OF AUCTION MARKET *(Street, City, State and Zip Code)*

Tel. No. - AC ( )

I. FEDERALLY ACCREDITED VET.
☒ YES ☐ NO

I hereby certify that the blood specimen submitted with this form was drawn by me from the horse described below on the date indicated.

. STATE IN WHICH LICENSED: AR

10. SIGNATURE OF VETERINARIAN: J. B. MacLean

11. TELEPHONE NO. 738-2108
AC (501)

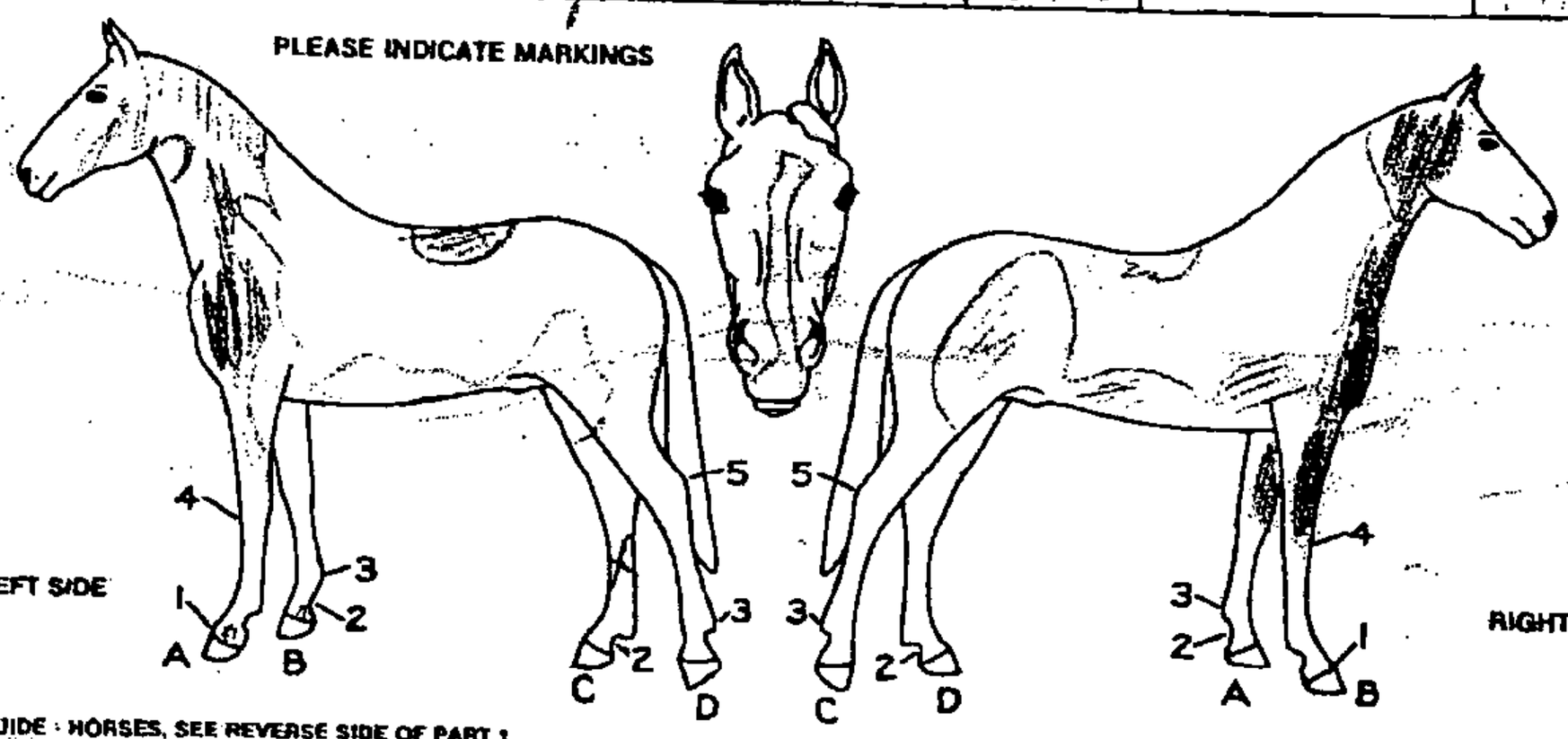
12. DATE SAMPLE DRAWN: 6-19-00

Tel. No. - AC ( )

3. IDENTIFICATION DATA

UBE NO.	OFFICIAL TAG NO.	TATTOO/BRAND NO	NAME OF HORSE	COLOR	REG.NO.	BREED	AGE	SEX
			Dapper D	Black & White		Paint	18	G

PLEASE INDICATE MARKINGS



R DESCRIPTION GUIDE - HORSES, SEE REVERSE SIDE OF PART 1

REASON FOR TESTING *(If other than Equine Infectious Anemia)*

DESCRIPTION AND REMARKS *(Left Side)*

A - LEFT OR NEAR FORE LEG
B - RIGHT OR OFF FORE LEG
C - RIGHT OR OFF HIND LEG
D - LEFT OR NEAR HIND LEG

1 - Coronet
2 - Pastern
3 - Fetlock
4 - Knee
5 - Hock

M - Mare
S - Stallion
G - Gelding
N - Neuter

16. DESCRIPTION AND REMARKS *(Right Side)*
Acon 11 M Camp
Ready

FOR LABORATORY USE ONLY

DATE RECEIVED	18. DATE REPORTED	19. TEST RESULT	20. REMARKS
6/19/00	6/20/00	Negative	

NAME OF LABORATORY: WHITBECK LABORATORIES

22. SIGNATURE: Brent Whitbeck

FORM 10-11 (APR 9[illegible] Replaces APHIS Form 9011 (JUN 89) which may be used

Office Supplies
Order Form

City of Fayetteville
Central Purchasing
Admin. Office - City Hall

Phone: 575-8330
Fax: 575-8257
e-mail: lbroyles@ci.fayetteville.ar.us

Date: 9-19-00
Division: Animal Services
Account #: 1010 2720 5200 00
Ordered by: M. Rankin
Approved by: R. Emmons
Order from ___Office Depot ___Quill
___ Other (_____ _____)

Qty.	Unit	Cat #	Item Description	Page	Size	Color	Unit Price	Ext. Price
1	EA	494-930	HP Blk. inkjet Cartridge	1047	HP51626A	Blk	35.99	35.99
1	EA	239-301	HP Injet Cartridge	1047	HP51629A	Blk	35.99	35.99
1	Pak	432-661	D alkaline Battery	806	D		10.99	10.99

Subtotal 82.97
Tax _____
Freight _____
Total _____

For Office Use Only
Date Ordered_____From _____
Filled by:_____Date Picked up_____
Billing Info. Submitted to Acct._____

Any Questions, call Lana Broyles at Ext. 330

October 31, 2000

AGENDA SESSION
CITY COUNCIL
NOVEMBER 7, 2000

NEW ITEMS:

1. **Youth Center:** Discussion regarding the use of City funds for the Fayetteville Youth Center.

ADDITIONAL INFORMATION:

1. **Garver Engineers:** Additional information for Item A.7. on the Consent Agenda.
2. **W/S Relocation Hwy 265:** Additional information for Item A. 9.on the Consent Agenda.

REMOVE FROM AGENDA

1. **Ozark Mountain Outfitters:** Remove Item C. 3. under New Business (at the applicant's request this item will be on the November 21, 2000 agenda)

ORDINANCE NO. 4276

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $10,000,000 PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2000; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, AN UNDERWRITING AGREEMENT, A REMARKETING AGREEMENT, A STANDBY BOND PURCHASE AGREEMENT, AND A TAX COMPLIANCE AGREEMENT IN CONNECTION THEREWITH; APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFER AND SALE OF THE BONDS; PROVIDING FOR CERTAIN OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, owns and operates a public water and sewer utility system (which system, together with all capital improvements thereto, is herein collectively called the "System"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment 65 and Arkansas Code Annotated §§ 14-234-201 et seq.; Arkansas Code Annotated §§ 14-235-201 et seq.; Arkansas Code Annotated §§ 14-164-401 et seq.; and Arkansas Code Annotated §§ 19-9-601 et seq. (collectively, the "Authorizing Legislation"), to acquire, construct, equip, improve, maintain, operate and repair the System and to issue its revenue bonds to finance and refinance capital improvements to the System; and

WHEREAS, the City has previously issued its $5,500,000 Water and Sewer System Revenue Bonds, Series 1994 (the "Series 1994 Bonds"), pursuant to the Authorizing Legislation and Ordinance No. 3829 of the City, adopted September 20, 1994; and

WHEREAS, the City has previously issued its $8,365,000 Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds"), pursuant to the Authorizing Legislation and Ordinance No. 4159 of the City, adopted April 20, 1999; and

WHEREAS, in order to finance and reimburse the City for the costs of System wastewater treatment improvements (the Project"), the City Council has determined that it is in the best interests of the City and its citizens that the City authorize and issue its Water and Sewer System Revenue Bonds, Series 2000 (the "Series 2000 Bonds"), in the aggregate principal amount of $10,000,000 and with such terms as further described in Section 1 of this Ordinance, to provide funds, together with other available funds, to accomplish the Project and to pay certain expenses incidental to the issuance thereof; and

WHEREAS, an open public hearing on the question of the issuance of the Series 2000 Bonds has been held before the City Council of the City on October 17, 2000, following publication of notice thereof in the Northwest Arkansas Times on October 6, 2000; and

WHEREAS, the Series 2000 Bonds will be issued pursuant to the terms and provisions of a Trust Indenture dated as of November 1, 2000 (the "Indenture"), by and between the City and a bank or trust company to be selected, as trustee (the "Trustee"), and will be payable from and secured by net revenues of the System on a junior and subordinate basis to the Series 1994 Bonds and the Series 1999 Bonds; and

WHEREAS, arrangements have been made for the sale of the Series 2000 Bonds to Banc of America Securities LLC, as underwriter (the "Underwriter"), and in connection therewith there will be prepared and distributed a Preliminary Official Statement relating to the Series 2000 Bonds (the "Preliminary Official Statement"); and

WHEREAS, there has been submitted to the City an Underwriting Agreement (the "Underwriting Agreement"), to be entered into between the City and the Underwriter, providing for the sale of the Series 2000 Bonds to the Underwriter; and

WHEREAS, in order to provide liquidity support to the City, Bank of America, N.A. (the "Liquidity Provider") will issue and deliver to the Trustee a Standby Bond Purchase Agreement dated as of November 1, 2000 (the "Liquidity Facility"), between the Liquidity Provider and the City; and

WHEREAS, copies of the Indenture, Preliminary Official Statement, Underwriting Agreement, Liquidity Facility, Remarketing Agreement (as defined herein) and Tax Compliance Agreement (as defined herein) have been submitted to the City;

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

Section 1. Under the authority of the Constitution and laws of the State, including particularly Amendment 65 and the Authorizing Legislation, there is hereby authorized the issuance of revenue bonds of the City to be designated "City of Fayetteville, Arkansas Water and Sewer System Revenue Bonds, Series 2000" in the principal amount of $10,000,000 (the "Series 2000 Bonds"). The Series 2000 Bonds shall be special obligations of the City and the principal of and the interest on and any redemption premium on the Series 2000 Bonds shall be secured by a statutory mortgage lien upon the water transmission and distribution portion of the System and by a pledge of the Net Revenues (as defined in the Indenture). The Series 2000 Bonds shall be secured on a junior and subordinate basis to the Series 1994 Bonds and the Series 1999 Bonds. The Series 2000 Bonds shall bear interest at the rates specified in the Indenture hereinafter authorized, not to exceed eleven percent (11.00%) per annum at any time, and shall mature no later than November 1, 2006. The Series 2000 Bonds are hereby approved in substantially the form contained in the Indenture submitted to this meeting, and the Mayor is hereby authorized and directed to execute and deliver the Series 2000 Bonds and the City Clerk is hereby authorized and directed to execute and deliver the Series 2000 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2000 Bonds to be authenticated by the Trustee.

STATE OF ARKANSAS }
County of Washington } ss.

I, **JEFF JEFFUS**, hereby certify that I am the publisher of THE NORTHWEST ARKANSAS TIMES, a daily newspaper having a second class mailing privilege, and being not less than four pages of five columns each, published at a fixed place of business and at fixed (daily) intervals continuously in the City of Fayetteville, County of Washington, Arkansas for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes in the City and County for a definite price for each copy, or a fixed price per annum, which price was fixed at what is considered the value of the publication, based upon the news value and service value it contains, that at least fifty percent of the subscribers thereto have paid for their subscriptions to the newspaper or its agents or through recognized news dealers over a period of at least six months and that the said newspaper publishes an average of more than forty percent news matter.

I further certify that the legal notice attached in the matter of Ordinance 4276

was published in the regular daily issue of said newspaper for 1 consecutive insertions as follows:

The first insertion on the Oct. 20 day of 2000

the second insertion on the _____ day of 20____

the third insertion on the _____ day of 20____

the fourth insertion on the _____ day of 20____

Publisher/General Manager

Sworn to and subscribed before me on this 20 day of October 2000

Catherine Sell
Notary Public

CATHERINE SELL
NOTARY PUBLIC - STATE OF ARKANSAS
MY COMMISSION EXPIRES: 12/27/05

My Commission Expires: _____

Fees for Printing.....$ 623.70

Cost of Proof.....$ _____

Total.....$ 623.70

Section 2. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be secured, executed, authenticated, issued, accepted and held, the Mayor and City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Indenture, and the Mayor and City Clerk are hereby authorized and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee. The Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter, Kutak Rock LLP ("Bond Counsel") and Stephens Inc. (the "Financial Advisor") in order to complete the Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.
(Advice is given that a copy of the 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 3. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute and acknowledge the Underwriting Agreement by and between the City and the Underwriter. The Underwriting Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter, Bond Counsel and the Financial Advisor in order to complete the Underwriting Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.
(Advice is given that a copy of the Underwriting 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 4. To prescribe the terms and conditions upon which the liquidity support is to be provided with respect to the Series 2000 Bonds, the Mayor is hereby authorized and directed to execute and acknowledge the Liquidity Facility. The Liquidity Facility is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Liquidity Provider, Bond Counsel and the Financial Advisor in order to complete the Liquidity Facility in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence

0099 Legal Notices

of such approval.
(Advice is given that a copy of the Reimbursement 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 5. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be periodically remarketed in accordance with the provisions of the Indenture, the Mayor is hereby authorized and directed to execute and acknowledge a Remarketing Agreement dated as of November 1, 2000 (the "Remarketing Agreement"), by and between the City and Banc of America Securities LLC, as remarketing agent (the "Remarketing Agent"). The Remarketing Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Remarketing Agent, Bond Counsel and the Financial Advisor in order to complete the Remarketing Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.
(Advice is given that a copy of the Remarketing 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 ensure the continuing exemption of interest on the Series 2000 Bonds from the income of the holders thereof, the Mayor is hereby authorized and directed to execute and acknowledge a Tax Compliance Agreement dated as of November 1, 2000 (the "Tax Compliance Agreement"), by and between the City and the Trustee. The Tax Compliance Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, Bond Counsel and the Financial Advisor in order to complete the Tax Compliance Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.
(Advice is given that a copy of the Tax Compliance 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. All actions heretofore taken by the City and its officers and staff in connection with the offer and sale of the Series 2000 Bonds, including the preparation of the Preliminary Official Statement, are hereby in all respects ratified and approved. An Official Statement (the "Official Statement") is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes and additions thereto as shall be necessary to reflect the terms of the Series 2000 Bonds and their issuance, and the Mayor is hereby authorized and directed to execute, deliver and permit the distribution of the Official Statement with such changes as he deems advisable in the name of and on behalf of the City, his execution and delivery of the Official Statement to constitute conclusive evidence of his approval of any such changes.
(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 8. The City hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue more than $10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 2000. The City hereby designates each of the Series 2000 Bonds as a "qualified tax-exempt obligation" for the purposes of the Code.
Section 9. 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 execution and delivery of the Series 2000 Bonds, the Indenture, the Underwriting Agreement, the Liquidity Facility, the Tax Compliance Agreement, the Official Statement and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are hereby 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 10. The provisions of this Ordinance are hereby declared to be severable and, if any such provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.
Section 11. All resolutions or ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Section 12. It is hereby ascertained and declared that, in order to alleviate immediate hazards to the health, safety and welfare of the City, its inhabitants and their property by insuring the continued operation of the System on an adequate and efficient basis, the Project must be accomplished and facilitated by the issuance the Series 2000 Bonds. It is, therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall take effect and be enforced from and after its adoption.
PASSED AND APPROVED this 17th day of October, 2000.
APPROVED:
By: Fred B. Hanna, Mayor
ATTEST:
By: Heather Woodruff, City Clerk

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
OCTOBER 17, 2000

A meeting of the Fayetteville City Council was held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building.

PRESENT: Mayor Fred Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press, and Audience.

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the September 19 and October 3, 2000 City Council meetings.

BID 00-66: A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.

RESOLUTION 137-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-70: A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.

RESOLUTION 138-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SEWER MANHOLE REHABILITATION: A resolution approving a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

RESOLUTION 139-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BLUE CROSS/BLUE SHIELD: A resolution renewing the BCBS Medical Contract for Policy Year January 1, 2001 through December 31, 2001.

RESOLUTION 140-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW WORLD SYSTEM: A resolution approving a three-year standard software maintenance contract with New World Systems, Inc. and authorizing the Mayor and City Clerk to sign contract.

RESOLUTION 141-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MUNICIPAL COURT SOFTWARE: A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorizing the Mayor and City Clerk to sign agreement.

RESOLUTION 142-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-69: A resolution approving a budget adjustment and awarding Bid No. 00-69 to Total Data Services, Inc. for an IBM AS/400 model 720 and to Info Works, Inc. for an IBM AS/400 model 270.

RESOLUTION 143-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DEVELOPMENT IMPACT FEE STUDY: A resolution approving phase one of the contract with James Duncan and Associates, Inc. to perform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

RESOLUTION 144-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EDUCATIONAL ACCESS CHANNEL: A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2002.

RESOLUTION 145-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WHITE RIVER BASEBALL COMPLEX: A resolution approving a budget adjustment in the amount of $50,900 for White River Baseball Complex.

RESOLUTION 146-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM: A resolution approving the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new resolution will replace Resolution No. 81-88 approved on November 1, 1988.

RESOLUTION 147-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS
No Old Business.

NEW BUSINESS

RZ 00-22: An ordinance approving rezoning request R. 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

Mr. Rose read the ordinance for the first time.

Alderman Daniel stated they normally did not pass a rezoning at the first meeting, especially since there is some controversy on the rezoning.

Mr. James Key, applicant's representative, stated they had petitioned the City for a rezoning from C-1 to R-3. He presented a letter regarding the highest and best use concept for neighborhood analysis this property. The letter stated the principle of change as it applies to the evaluation of property is always at work on real property. Change is relentless. It could be rapid or slow, but in all cases this principle was driven by the economic and social forces at work in the market. Reasonable interpretation of probable directions are desirable. In determining the highest and best use or the most profitable use of property the use in which reasonable determination over a perceivable amount of time produce the owner the highest net return and will at the same time preserve the utility of the property. Property without utility have no value. In the growth factor of a neighborhood life cycle, principle of regression and progression are logical extensions of conformity and change. Regression suggest that the value of superior property suffers from by the introduction of a less valuable property as a neighbor. In contrast, progression holds that adjacent association with superior property enhance the value of a lessor property. In the case of the property located 28 South University a limited number of single family residences remain. Of the remaining single family residences, the majority is rental property or non-owner occupied. Directly across the street high-density apartment units dominate, as is the case to the east. To the south single-family and multi-family and high-density residential are predominate. The overall majority of the neighborhood is characterized by multi-family residential facilities. Most of the smaller unit apartment facility have been constructed over the last five-years. In his opinion, this neighborhood market reflects a reasonable determination that the typical investor would purchase the property with thoughts toward the current development trend which is multi-family residential use. Commercial facilities would also be feasible which would cater to the motoring public or foot traffic generated by the neighborhood makeup. However, considering the immediate surrounding influences of the property located at 28 South University, commercial property such as gas stations or eating establishments allowed by the current zoning with

nonsimilar uses would tend to bring adjoining properties into a regression state. Conversely, development with similar type uses such as multi-family residential would tend to have a progressive affect or enhancement for the adjacent property. The letter is not intended to be an analysis of value, but of neighborhood trend. The letter was submitted by Mickey Bradley.

The owners of the property had asked him to assist with the development of the property. They had looked at the issue of this property being zoned C-1 and the residence being unoccupied and abandoned for a period of more than six-months. It has been almost two years since someone has occupied this home. Considering those factors, they could no longer be used as a single family residence with the current C-1 zoning. If it was an accessory to a commercial, use, it possibly could be used as a residence. Considering the location of the building on the site and the quality of the structure, they had determined that it was not practical to use it as an accessory to a commercial use. They looked to see if commercial uses were practical in the development of this site. C-1 allowed by right, office and studios, eating places, neighborhood shopping, gasoline service stations, drive-in restaurants, and professional offices. Considering the size of the lot and the condition of the neighborhood, they felt a high density residential development was their best potential for a development that would bend with the neighborhood and will work with the area. He presented a zoning map of the neighborhood. All the homes in the area were zoned I-1 as is the rail road right-of-way and the property to the west and north were R-3. They felt R-3 was in compliance and compatibility with the rest of the neighborhood. They had stated on the record in the past that the house, which was thought to be of historic character and quality, that it was available at no cost to be removed from the property. The owner has had several calls. The owner was willing to up that offer and include $2,000 to assist in move this home from the site if it was practical. He had also made the site available to anyone who would like to purchase the lot and the residence. There had been no offers, so he was intending to proceed with the development of this property. He has not chosen to demolish the house, even though it was considered a hazard. He had spoken with the Inspector and Fire Marshall whose basic opinions were that the City would be appreciative if the house was removed.

Alderman Trumbo stated he considered this a down zoning. He stated it would never be a single family residential home unless someone bought it. He thought the owner would be fixing up a piece of property and cleaning it up. He knew the neighbors would be concerned about added traffic, which would be a concern because it was a narrow street.

Mr. Keys stated some of these concerns came up during the Planning Commission meeting. They would be limited to approximate five to six units, because of the size of the lot. They were hoping for six one-bedroom apartments, which would require six parking spaces. Currently, as a C-1 zone there are no side yard setbacks or height limits. The property to the north was commercial. The property to the south was industrial. There were no height limits or side set backs. They were wanting to build a small residential structure unit that was compatible to the surrounding neighborhood. There were two multi-family units directly across the street. There

was another one within two-tenths of a mile. There were several others to the east.

Alderman Davis asked how long has the owners offer to move the house or to purchase the property been out to the public.

Mr. Keys replied the offer had been covered by the television and press a little over two weeks ago. There was some concern about being able to move the house off the site without affecting the largest tree on the site. There was some logistics about moving the house. There would be some impact and affects from the move.

Alderman Reynolds asked when Mr. Massey had purchased the property and added the neighbors never knew that the property had been for sale.

Mr. Keys stated the property had been a trust and was not sure how or when he purchased the property. The property had been zoned Commercial for thirty years or more.

Alderman Reynolds stated a lot of the residential property in the older part of town was zoned crazy.

In response to questions from Alderman Daniel, Mr. Key stated he did not know how old the home was. He had gone through all the historical records. There was a house in approximately this location. It appeared to be about twice the size of this structure. He really did not know the age of the structure. The owner was not interested in saving this property. They had a contractor look at the property. The foundation was crumbling and the structure itself was in bad shape. He thought it would be more feasible to tear down the existing structure and build a new one.

Alderman Trumbo asked Mr. Keys if in his opinion would the proposed multi-family complex in any way inhibit the current values of the existing single-family residents along the street.

Mr. Keys stated he thought that it would actually improve. He thought that it would have a positive effect or a progression on the values of the neighboring properties. A commercial development would not have the same impact.

Alderman Austin stated he was interested in seeing more projects in the interior of the city to make better use of our infrastructure. This project would help avoid urban sprawl. But on the other hand, it was an old neighborhood. There was a need for affordable housing in Fayetteville. There was a question about its historical value. This was a difficult issue for him to decide on. He stated he would like to hear from the neighbors.

Alderman Santos stated this was the kind of development that they needed in the intercity. It was higher density within walking distance of downtown, the University, and it was on a transit line.

It was adjacent to an area that the city was going to construct a trail. It would increase neighboring property values. It was in character with the rest of the neighborhood. He was going to support the rezoning.

Mr. Keys stated it was close to the trail, but the rail line that was directly to the east of this property was not the subject of the Prairie Trail development. It was the main line for the Arkansas Missouri Railroad. It was going to remain so.

Alderman Reynolds stated one of the apartment complexes faced Center Street, the one to the west was on Putman Street. The only apartments on this street were at the far south end on the right-hand side on the hill. The rest of the street was seventeen residential houses. It was an older neighborhood with affordable housing.

Ms. Mary Ann Beasley, an area resident, stated all of the people on this street were against this development. They had everyone's signature opposing this development. They felt that if this were turned into an apartment complex, it would be the beginning of the end of the neighborhood that they loved. She stated she planned to live in her house for the rest of her life. They considered this development a threat to their livelihood. She questioned how anyone could tear down a house that was pre-civil war, even though they did not know the date. She had not heard about this until two weeks ago today. They did not know it was even for sale. There were apartments all around there that went unrented. They did not need more apartments in the area. They could not stand any more traffic on South University. They loved their neighborhood. Children were up and down the street all the time. The increase in traffic was going to present a greater threat. They had no sidewalks. She asked for more time. They would find an owner. This was their home.

Alderman Trumbo asked Ms. Beasley if they would rather have the house stay in its present condition.

Ms. Beesley stated they wanted to buy it and rebuild it. They wanted a family there. They wanted more time. This could be on the historical registry.

In response to questions, Mr. Conklin, Planning Director, stated they had placed the notification sign up as required. The adjoining property owners were notified. He could not guarantee that the US Mail got it to their house. They ran a display ad in the Sunday paper. They had also placed a legal ad in the paper prior to that.

Alderman Young stated the Planning Commissions vote could have been different if they had heard from the neighbors.

Mr. Cyrus Sutherland, retired Professor of Architecture, stated the house date is approximately

1850. It preceded the Headquarters House on Center Street which was 1853. The prime difference was that Headquarter House was Greek Revival Architecture. The Shoemaker House is a modest example of Greek Revival Architecture. It was an echo of the Ridge House which was 1836. There were two requirements that brings a house back to life, that was will and money. Its foundation needed to stabilized. Members of the joist system needed to be replaced. Many of the houses along University had been owner occupied for eighteen years. It was a residential neighborhood. There was the possibility of getting the Shoemaker House on the Historic Registry. This would take some time.

Ms. Maria Westley, 129 S. University, stated she had watched all the children grow up the neighborhood and she had watched all the people in the apartments come and go. She asked the council if they had lived in this neighborhood and had raised their children there, if they would want to see another apartment complex there. She would hate to see more traffic on the street. There were no sidewalks and everyone parked on the street.

Mr. Michael Lolly, 706 Tredwell, stated he had lived in the neighborhood for thirteen years. The neighborhood was going through a modest renaissance . He would like to see more development which would encourage more single family residents. There was a lot of property that was currently changing hands. It was going from absentee landlords, rental property, to owner occupied property. It was a modest renaissance. It was an interesting neighborhood. There were a lot of people his age that were moving into the neighborhood. It was diverse and colorful. They wanted to see development that encouraged less high density, less traffic. That was the only problem he had with the development. He did not think that it was what their neighborhood had in mind.

Alderman Santos stated one thing they could do to protect their neighborhood, that had single family homes in an Industrial zoned area, was to get together and come to the city and ask them to down zone the property to residential. He thought they could waive the fees. That would allow them to keep the neighborhood that they had. Everyone that was willing to downzone their property should get together and contact Tim Conklin in the Planning Office. They would see what they could do to protect it. He thought they should do this.

Mr. Conklin stated he had spoken with Joe Robson. He was going to provide a map of the area. He was encouraging the neighbors to look at their properties. He wanted the neighbors to come and see him and discuss what zoning was appropriate for the neighborhood. Keep in mind, that in 1970 this was zoned I-1, Heavy Commercial Light Industrial. The piece of property had been zoned C-1. The current zoning allowed four dwelling units as an accessory use, plus a commercial use. The current zoning would allow for apartment units, plus a commercial use. The City of Fayetteville did not issue a permit to demolish a single family home. That included Washington/Willow, Mt Nord and Historic District. If someone wanted to demolish the building they did not have to contact the city.

Mr. Lolly stated it would be great to get some kind of permit or notice in order to take out a structure.

Mr. Joe Robson, an area resident, questioned the variance that they had been granted for the development from the Board of Adjustments. He also questioned the notice for the meetings. He asked if the property was ever advertised for sale. There was never a sign in Ms. Shoemakers yard indicating that the property was for sale. He stated they had every signature of the other property owner opposing this development.

In response to questions from Alderman Trumbo, Mr. Conklin stated that under C-1 zoning there was no minimum lot width requirement. Under R-3 zoning the minimum lot width requirement was ninety feet for three or more units. They had applied for a variance in order to be able to build more than three or more units on an eighty-foot lot. They had the required lot area, but the width of the lot was not adequate. The variance was subject to approval of the property being rezoned to R-3. The Board of Adjustment had granted a variance to allow three or more units with a lot width of eighty-feet contingent on the rezoning.

Alderman Austin stated by right they could construct one business and four residences.

Mr. Conklin stated they had mixed-use developments. As an accessory use, they allowed residential uses. These residential uses were limited to the R-2 zoning district, which was twenty-four units per acre.

Alderman Austin stated if they denied the rezoning it would remain C-1, which allowed one business and four residential units.

Mr. Conklin stated that was correct. They would not need the variance, because there was no minium lot width.

Mr. Keys stated there were multi-family residential property on the street. There were a lot of them on University Street. This was a high-density residential area. It has been promoted by the 20/20 Plan as being a mixed used, with the intention of promoting higher density residential development to support the infrastructure and the increase the student housing needs.

Alderman Austin stated they needed to increase the density in the downtown area. However, there was an emerging pride in this neighborhood. In fairness they should be heard for the three readings. He thought the best thing to do was leave the item on the first reading and give the neighbors time to be heard.

Mayor Hanna explained they usually did not move a rezoning request through two or three reading, when their was public opposition to it. They would let it go to the second and third

reading. He did not think that they would vote it up or down tonight. He thought they had been given a lot of information that they needed to read. Letters and pictures from property owners. He thought the council needed the time to look at all this information.

Ms. Marsha Robson, an area resident, stated she would like to express some of the adjacent property owners concerns. They were concerned about the traffic and if the lighting from the parking lot would disturb the neighbors. She was also concerned about the water run-off from the complex. She noted they did not have any sidewalks on the street.

Alderman Young stated his house was in the same situation as this neighborhood. He lived in a residential neighborhood. The entire area was zoned commercial. He stated the city needed to address these zoning problems. When the rezoning were passed, the city had different views and priorities. One of the things that was needed was residential. One of the keys to maintaining a viable downtown area was owner occupied single-family residences. He use to live in this neighborhood. Those houses were not use buildings, they were homes to families. They were concerned about keeping their neighborhood. Fayetteville needed affordable houses. Someone could buy the house and slowly do the preservation. He thought the commercial with accessory units would be more compatible than the apartment complexes.It was not good for the long term benefit of the central part of the city. If they kept tearing down the single house and putting up apartments.

In response to questions from Alderman Russell, Mr. Massey stated he had purchased the property with the intent of improving the neighborhood by developing a very tasteful development.

THE ITEM WAS LEFT ON THE FIRST READING.

The meeting adjourned and started the public hearing for Water and Sewer Bonds.

WATER AND SEWER BONDS: A public hearing on an ordinance providing for the issuance of $10,000,000 principal amount of Water and Sewer System Revenue Bonds, Series 2000: authorizing the execution and delivery of a trust indenture, an underwriting agreement, a remarketing agreement, a letter of credit and reimbursement agreement, and a tax compliance agreement in connection therewith; approving an official statement in connection with the offer and sale of the bonds; providing for certain other matters relating thereto; and declaring an emergency.

Mr. Hunt stated there had been some minor changes in the terminology. They did not have a Reimbursement agreement. They had a stand by bond purchase agreement. It accomplished the same thing.

Alderman Young questioned if they would have to do a separate vote on the emergency clause.

Mr. Rose replied they would need a separate vote. They would need to have a public hearing. They needed to make sure that it was a distinct part of the proceedings. They needed to have the public hearing, then they could read the ordinance and have the vote.

Mr. Jeff Erf, 2711 Woodcliff Road, he asked them to explain what the money would be used for and who would pay the interest.

Alderman Trumbo explained they were basically recouping the money they had already spent on the land, the architectural, and engineering. It was to recoup the money they had already spent so they were not earning any interest income for the city.

Mr. Erf asked if it was for the new sewage treatment improvements. Was it strictly sewer or was it water. The ordinance read water and sewer.

Alderman Trumbo stated that was the title of the bonds that it was under. The theory is to recoup what they had already spent out of the sewer reserves. Even if the bond issue for the new proposed plant did not get voted in. They were still taking steps to recoup that money. They would earn about two hundred and fifty basis points spreads on the difference. Which was two and a half percent. It would be generating additional interest income for the city based on the lower amount of interest on the bond amount. What they were doing was creative financing in order to create more revenue for the city.

Mr. Erf questioned if they were going into debt for ten million dollars to pay for land and engineering design studies for the proposed sewage treatment improvements?

Alderman Austin stated they had money that was invested. They were drawing more money on their investment then they would be paying on the interest for this bond issue. They were going to make money on the deal. They had spent money on improving the system.

Mayor Hanna stated this went back to the beginning of the project. They started spending money when they went outside their own sources.

Mr. Erf asked where the money would be coming from.

Mayor Hanna stated it would come from the receipts from the water and sewer bills. They had a built in excess there to build a reserve for emergencies and expansions.

Alderman Trumbo stated there would not be any increase in the base water rates.

Alderman Santos stated the way he understood it was that by selling these bonds they would get a lower interest rate than on what they could get on a return for the money. They would show a profit on it.

Alderman Trumbo explained what they were trying to do was recoup ten million dollars that they had already spent out of the sewer fund. They had spent hard dollars to get to where they were today. What they were trying to do is float the double tax free bonds through Stevens Inc. to recoup the money they had already spent, and make about two hundred fifty basis point spread. So the money would come back into the city's bank account. They would have the money back in and no ones's water bill would be increasing. They were going to amortizing the bonds and paying the bond owners that money by allowing the city to recoup their money. They were going to be making money by doing this transaction.

Alderman Davis stated our debt service was going to be less than the interest they were going to receive back.

Alderman Young asked if the money would be put back into the water and sewer fund.

Mr. Maguire stated the money would be going back into the fund. About six and a half million would go back immediately. About three and half million would be held in trust for future expenditure.

Mr. Erf asked where the exhibits were that were in the ordinance.

Mr. Dennis Hunt, Stevens Inc., stated those exhibits had been presented to the City Clerk tonight.

Mr. Erf stated there were financial advisors and lawyers and what was their cut on this. How much were we paying them?

Mayor Hanna stated they had let those services out on bid. The one that bid the best rate was contracted with.

There were no more public comments.

Mayor Hanna closed the public hearing.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

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

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

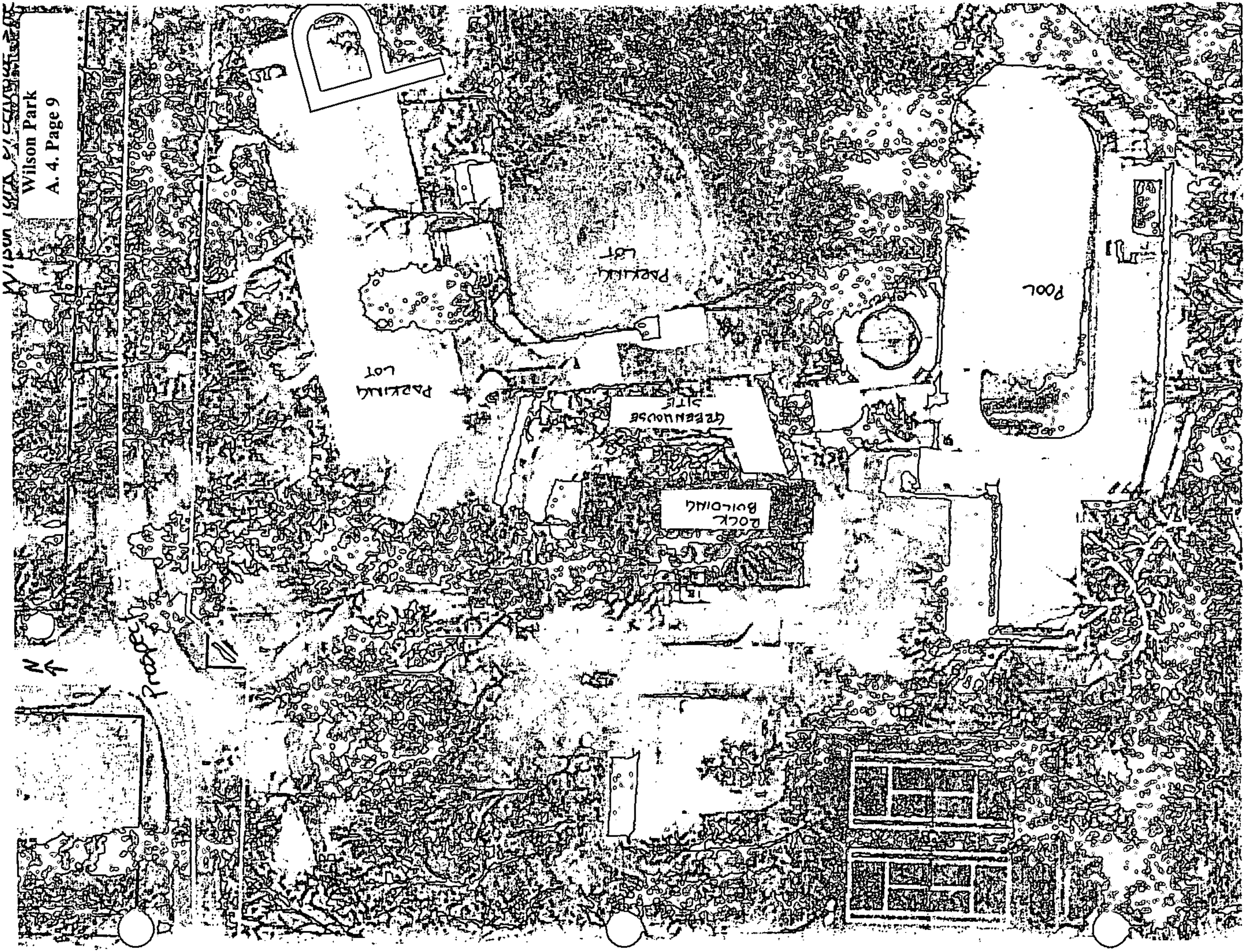
Mr. Rose stated they needed a separate vote on the emergency clause.

Alderman Santos moved to approve emergency clause. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

ORDINANCE 4276 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 9:00 p.m.

Wilson Park
A. 4. Page 9



STAFF REVIEW FORM

____ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

FOR: COUNCIL MEETING OF November 7, 2000 **MAYOR'S APPROVAL**_____

FROM:

Jerry E. Rose	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED:

Resolution approving agreement releasing ~~waiving~~ liability in the repair of the roadway entrance into the Bridgeport Subdivision

COST TO CITY:

0		
Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	17 Oct 00 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date	**CROSS REFERENCE**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Previous Ordinance/Resolution No.: _____
Mayor	Date	Original Contract Date: _____

BRIDGEPORT SUB
A. 2 Page 2

DAVIS, WRIGHT, CLARK, BUTT & CARITHERS, PLC

ATTORNEYS AT LAW
P. O. BOX 1688
FAYETTEVILLE, ARKANSAS 72702-1688
http://www.daviswrightlaw.com

RECEIVED
OCT 16 2000
CITY ATTORNEY'S OFFICE

SIDNEY P. DAVIS, JR.
TILDEN P. WRIGHT III
CONSTANCE G. CLARK
WM. JACKSON BUTT II
KELLY CARITHERS
DON A. TAYLOR
PAUL H. TAYLOR
JOHN G. TRICE
LAURA J. ANDRESS
MARK W. DOSSETT
COURTNEY P. GILBERT

19 EAST MOUNTAIN STREET

TELEPHONE
501/521-7600

TELECOPIER
501/521-7661

WRITER'S DIRECT EMAIL
jtrice@daviswrightlaw.com

October 13, 2000

Re: Proposed Street Repairs to Phase I Bridgeport Subdivision

Mr. Jerry E. Rose, City Attorney
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Jerry:

Enclosed please find an Agreement that I have prepared relating to the settlement of the lawsuit between Creekwood Hills Development, Inc. and McClinton-Anchor over the construction of Phase I of the Bridgeport Subdivision in Fayetteville. As you can see, this Agreement satisfies the contingency contained in the Settlement Agreement by obtaining the City's authorization of the proposed repairs and its complete release of McClinton-Anchor and Creekwood Hills from any and all liability related to the original work performed or the proposed repairs.

It is my understanding that this agreement will require approval from the City Council and that you and Jim Beavers will place this matter on the agenda for the next meeting.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

DAVIS, WRIGHT, CLARK, BUTT
& CARITHERS, PLC

John G. Trice

JGT/lk
Enclosure

cc/encl: Mr. Howard Slinkard
Mr. Jim Beavers

AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 2000, between APAC-Arkansas, Inc., McClinton-Anchor Division ("McClinton-Anchor"), Creekwood Hills Development, Inc. ("Creekwood Hills"), and the City of Fayetteville ("City");

WITNESSETH:

WHEREAS, McClinton-Anchor and Creekwood Hills have settled their lawsuit over the construction of Phase I of the Bridgeport subdivision in Fayetteville, Arkansas;

WHEREAS, as part of the settlement, McClinton-Anchor has agreed to repair the failing section of the roadway located at the entrance to the Bridgeport subdivision by removing the existing pavement in the area designated on the attached exhibit and replacing it with at least 2" of new asphalt;

WHEREAS, neither McClinton-Anchor nor Creekwood Hills have any obligation or responsibility whatsoever to repair the failing section of the roadway located at the entrance to the Bridgeport subdivision since the City accepted Phase I of the subdivision and the roadway was dedicated to the City on October 5, 1994 and any warranties arising out of the original construction work have expired; and

WHEREAS, the settlement agreement between McClinton-Anchor and Creekwood Hills is contingent upon the City's authorization of the proposed repairs and the City's complete release of McClinton-Anchor and Creekwood Hills from any and all liability related to the original work performed or the proposed repairs;

NOW THEREFORE, for good and valuable consideration, including but not limited to the voluntary repairs proposed herein, the parties hereto agree as follows:

1. AUTHORIZATION OF PROPOSED REPAIRS. City hereby authorizes McClinton-Anchor to complete the repairs proposed herein.

2. RELEASE. City does hereby for its heirs, executors, administrators, successors, and assigns, release, acquit, and forever discharge McClinton-Anchor, Creekwood Hills, and their insurers, subsidiaries, affiliates, parents, predecessors, successors, partnerships and associations and any and all other corporate entities or insurance companies associated therewith, their agents, servants, employees, heirs, personal representatives, successors, assigns, attorneys, and any and all other persons in privity with them, or any of them, of and from any and all claims, suits, demands, actions, causes of action, rights, damages, costs, expenses and other types of damages of any kind or description whatsoever, whether known or unknown, which against said parties the City ever had, now has, or may hereafter have, for or by reason of any cause, matter or thing whatsoever, from the date of these presents, arising out of, connected with, or in any way resulting from the original construction of Phase I of the Bridgeport subdivision in Fayetteville, Arkansas or the repairs proposed herein.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto on the date first set forth.

APAC-ARKANSAS, INC.,
MCCLINTON-ANCHOR DIVISION

By:_____
Lee S. DuChanois, President

CREEKWOOD HILLS DEVELOPMENT, INC.

By:_____
Perry L. Butcher, President

8+34

STA. 9+47.96 PC

STA 10+00

STA 9+55 Asphalt

Δ = 68°4.
T = 68.5
R = 100.
L = 120.

159

STA 11+00

STA. 11+7.59 PT

STA. 9+54.95 PT

101

TAPER FR...
TAPER FR...

Δ = 68°32'09"
T = 65.1332'
R = 100.00
L = 119.6174'

102

STREET #1

STA 12+25

103

STA 13+00

ISLANDS 10' B TO B

104

157

156

45'

35'

40'

76'

50'

10'

5' R/W

40'

4' SIDEWALK
(4' IN BACK OF CURB)

TBM IN PWR POLE
1219.76 (RR SPIKE)

1210

151 ASPHALT 14+55

105

106

CURB INLET
FL = 1209.57

DEPRESS CURB
PC = STA. 3+19.25

STA. 5+44.00
INSTALL 31'-24" RCP
& CURB INLET EA. SIDE

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of November 7, 2000

FROM:

Emma Badgley	Admin. Services	Acctg/Audit
Name	Division	Department

ACTION REQUIRED:
Approval of a two year renewal of an agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

COST TO CITY:

$ None		
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:** _____

Marilyn J. Kramer	10-17-00	Darcy Smith	10/18/00
Accounting Manager	Date	Internal Auditor	Date
	10/18/00		
City Attorney	Date	ADA Coordinator	Date
	10/18/00		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION:

Marilyn J. Kramer	10-17-00	
Division Head	Date	Cross Reference
		New Item: **Yes** **No**
Department Director	Date	
	10/17/00	Prev Ord/Res #:
Administrative Services Director	Date	
	10/19/00	Orig Contract Date:
Mayor	Date	Orig Contract Number:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna
Mayor, City of Fayetteville

FROM: John Maguire
Administrative Services Director

DATE: October 16, 2000

SUBJECT: **AGENDA ITEM - CEC TURNBACK**

The City of Fayetteville entered into an agreement with the State Board of Finance on July 1, 1983, whereby the City receives financial assistance for the payment of debt service on the Continuing Education Center bonds. This assistance is granted under the "City-County Tourist Meeting and Entertainment Facilities Assistance Law" and returns to the City a portion of the increased State Sales Tax and State Income Tax revenues attributable to the qualifying facility.

The original agreement was for a two year term and is renewable for additional terms, not to exceed two years each, until all the bonds are redeemed and all interest due is paid. The current agreement for consideration is for a period of two years beginning July 1, 2001.

The amount of turnback assistance is limited to eighty percent (80%) of the debt service requirement on the CEC Bonds. The amount received under this agreement will be determined by actual delegate attendance at qualifying meetings and is contingent upon appropriation of funds by the State Legislature.

A G R E E M E N T

This **AGREEMENT** executed as of the _____ day of _____, 20___, by and between the **State Board of Finance**, an agency of the State of Arkansas (hereinafter called **"State"**) and the **City of Fayetteville, Arkansas**, a City of the first class organized and existing pursuant to the laws of the State of Arkansas (hereinafter called **"City"**).

W I T N E S S E T H:

WHEREAS, the State and the City executed an agreement dated July 1, 1983, pursuant to which the City has received financial assistance from the State as authorized by the "City-County Tourist Meeting and Entertainment Facilities Assistance Law," Act 763, Acts of Arkansas of 1977, as amended; and

WHEREAS, a copy of said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, said agreement provides that the term thereof shall be for two (2) years commencing July 1, 1983, but subject to approval of the General Assembly, will be extended from time to time for additional terms, which additional terms shall not exceed two (2) years; and

WHEREAS, said agreement provides that the City will recertify, at the beginning of each two year term that said agreement is

extended, for the State's consideration and determination, the additional State sales and income tax revenues to be generated by said Tourist Meeting Facilities of the City during the ensuing term all for the purpose of computing the amount of State assistance to be paid the City for said ensuing term.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. The aforesaid agreement between the State and City dated July 1, 1983, shall be extended for an additional term of two (2) years commencing July 1, 2001.

II. The City certifies to the State that the additional State sales and income tax revenues to be derived from the City's Tourist Meeting Facilities is estimated, projected or found to be $347,109 for the fiscal year 2001-2002 and $347,109 for the fiscal year 2002-2003.

III. The State hereby covenants and agrees that it will certify to the State Treasurer the amount of assistance to be paid the City which the State hereby agrees to be the sum of $296,978 for the fiscal year 2001-2002 and $295,959 for the fiscal year 2002-2003 and directs the said treasurer to make quarterly payments to said City from the "City-County Tourist Facilities Aid Fund" established pursuant to the provisions of Act 763, Acts of Arkansas of 1977, as amended.

IV. As modified by this agreement, the agreement between the State and the City dated July 1, 1983, shall continue in full force and effect.

This **AGREEMENT** executed in duplicate originals as of the ___ day of _____, 20___.

STATE BOARD OF FINANCE

By:_____

Title:_____

ATTEST:

By:_____

Title:_____

City OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1983, by and between the State Board of Finance, an Agency of the State of Arkansas (hereinafter called "State") and the City of Fayetteville, Arkansas, a city of the first class organized and existing pursuant to the laws of the State of Arkansas (hereinafter called "City"):

WITNESSETH

WHEREAS, Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, cited as the "City-County Tourist Meeting and Entertainment Facilities Assistance Law," authorizes financial assistance to qualifying cities and counties for constructing and/or securing tourist and entertainment facilities; and

WHEREAS, the General Assembly, in the enactment of said legislation, found and determined that "it is in the interest of both the State and its Cities and Counties for the State to assist any City or County in financing tourist meeting facilities and tourist entertainment facilities by paying to the City or County a portion of the increased State Sales Tax revenues and State Income Tax revenues attributable thereto as in this Act provided;" and

WHEREAS, the City has constructed in the said City "tourist meeting facilities" being a convention center and has made appropriate application to the State for financial assistance for said facilities [illegible] keeping and conformance with provisions of said legislation; and

WHEREAS, the State, after notice and in keeping with all other provisions of Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, held a public hearing on March 1, 1983 on the City's application and following such public hearing made the following findings and determinations:

(a) That the tourist meeting facilities of and by the City, are eligible facilities and have been financed by the

City through the issuance of Four Million and Four Hundred Seventy-Five Thousand and 00/100 ($4,475,000.00) Dollars in Tourism Revenue Bonds issued by the City under Act No. 380 of the Acts of Arkansas of 1971, as amended; that the financing of such facilities through a combination of the City's bonds and state assistance under Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, is in the best interest of the City and the State and the City's application should be approved.

(b) That the additional State Sales and Income Tax revenues to be derived from the City's tourist meeting facilities is estimated and projected and found to be $122,278.00 for the fiscal year 1983-1984 and $179,759.00 for the fiscal year 1984-1985.

(c) That the investment multiplier for computing additional State Sales and Income Tax revenues is fixed at 4x.

(d) That the debt service requirements of the City for the bonds issued to finance these facilities for the years 1982 through 2014 are set forth on page 3 of the City's application for state assistance, a copy of which, marked Exhibit "A", is attached hereto and made a part hereof as though set out herein word for word.

(e) That the State assistance shall be two/thirds (2/3) of the additional State Sales and Income Tax revenues herein estimated and projected to be generated by the facilities annually, but in no case shall such exceed eighty (80%) percent of the annual debt service on the bonds issued to finance the facilities.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I.

The parties hereto mutually understand and agree that this contract is made and entered into in keeping with and pursuant to authority of Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983.

II.

The State hereby covenants and agrees to pay to the City for debt services as reflected on page 3 of Exhibit "A" attached hereto on the City's bonds hereinabove described issued to finance

the tourist meeting facilities an amount equal to two-thirds (2/3) of the additional State Sales and Income Tax revenues hereinabove estimated and projected to be generated by said tourist facilities as described in the City's application, but not more than eighty (80%) percent of the annual debt service requirements of said bonds.

III.

The State hereby covenants and agrees that it will certify to the State Treasurer the amount of assistance to be paid the City which the State hereby agrees to be the sum of $81,519.00 for the fiscal year 1983-1984 and the sum of $119,839.00 for fiscal year 1984-1985 and directs the said Treasurer to make quarterly payments to said City from the "City-Counties Tourist Facilities Aid Fund" established pursuant to the provisions of Act 763, Acts of Arkansas of 1971, as amended, including Act 356, Acts of Arkansas, 1983. It is understood by the parties that the City will recertify, at the beginning of each two year term that this Agreement is extended, if any, for the State's consideration and determination, the additional State sales and income tax revenues to be generated by said tourist meeting facilities of the City during the ensuing term all for the purpose of computing the amount of state assistance to be paid the City for said ensuing term.

IV.

Payment of such assistance funds by the State shall be made to the Trustee designated by the holder of the City's bonds (First Bank & Trust Company of Mountain Home, Arkansas or its successor) and said Trustee shall apply all such funds received from said City-County Tourist Facilities Aid Fund to the payment of or redemption of said bonds of the City and to the payment of interest thereon. City covenants that any remaining funds received from the State after retirement of said bonds shall be returned forthwith to the State Treasurer.

V.

Payment of assistance funds as provided for herein is subject to approval by and appropriation of the General Assembly of the State of Arkansas and nothing herein contained shall be construed to be a demand of the General Assembly to make any appropriation pursuant to Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, or to prohibit the General Assembly from amending or repealing the said Act at any time.

VI.

The term of this Agreement shall be for two (2) years commencing July 1, 1983, but subject to approval of the General Assembly, will be extended from time-to-time for additional terms, which additional terms shall not exceed two (2) years.

This Agreement may be executed in duplicate of counterparts, each of which when so executed and delivered shall constitute an original, but all of which together shall constitute one and the same Agreement.

THIS AGREEMENT executed in duplicate originals this 1st day of July, 1983.

STATE BOARD OF FINANCE

By: Bill Clark

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS

By: Paul K. Noland

ATTEST:

City Clerk

City of Fayetteville, Arkansas \C:tbcal
Estimated tax revenues generated by and
maximum allowable turnback assistance for
The City of Fayetteville Continuing Education Center
For Fiscal Years July 1, 2001 - June 30, 2002 and
July 1, 2002 - June 30, 2003

CALCULATION:

Estimated number of delegates per year	5,076
Estimated spending per delegate per day	212.53
	1,078,802
Average number of days per delegate	1.568
	1,691,562
Multiplier	4
	6,766,248
Tax factor	0.0513
Estimated tax revenues per year	347,109
Estimated tax revenues per year	347,109
Allowable turnback per original contract	66.60%
Allowable turnback assistance per year for 2001-2002 and 2002-2003	231,174

TURNBACK LIMIT:

Debt service requirements on City of Fayetteville Continuing Education Center Bonds - 7/01/2001-6/30/2002	371,223
Limit per original contract	80.00%
Limit on turnback assistance for 2001-2002	296,978
Debt service requirements on City of Fayetteville Continuing Education Center Bonds - 7/01/2002-6/30/2003	369,949
Limit per original contract	80.00%
Limit on turnback assistance for 2002 - 2003	295,959

City of Fayetteville, Arkansas
Estimated tax revenues generated by and
maximum allowable turnback assistance for
The City of Fayetteville Continuing Education Center
For Fiscal Years July 1, 2001 - June 30, 2002 and
July 1, 2002 - June 30, 2003

CALCULATION BASES:

Estimated number of convention delegates per year- Based on actual delegates for the period of 07/01/99 - 06/30/00	5,076
Estimated spending per delegate per day - Based on a a 1999 survey conducted by the International Association of Convention and Visitor Bureaus.	238.00
Adjusted by Cost of Living Index for Fayetteville-Springdale Area produced by the American Chamber of Commerce Researchers Association - 1st quarter, 2000.	89.30%
	212.53
Average number of days per delegate - Based on actual delegate days 7/01/99 - 6/30/00 of 7,961 divided by number of delegates of 5,076	1.568
Multiplier *	4
Tax factor *	.0513

* Source - State Board of Finance
Policies and Procedures
October 25, 1996

BOND DEBT SERVICE

CEC REFUNDING ISSUE - SERIES 1995
Serial Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
Sep 28, 1995	-	-	-	-	-
Apr 1, 1996	-	-	77,042.29	77,042.29	-
Oct 1, 1996	245,000.00	4.250%	66,036.25	311,036.25	388,078.54
Apr 1, 1997	-	-	60,830.00	60,830.00	-
Oct 1, 1997	255,000.00	4.500%	60,830.00	315,830.00	376,660.00
Apr 1, 1998	-	-	55,092.50	55,092.50	-
Oct 1, 1998	265,000.00	4.750%	55,092.50	320,092.50	375,185.00
Apr 1, 1999	-	-	48,798.75	48,798.75	-
Oct 1, 1999	280,000.00	4.900%	48,798.75	328,798.75	377,597.50
Apr 1, 2000	-	-	41,938.75	41,938.75	-
Oct 1, 2000	295,000.00	5.000%	41,938.75	336,938.75	378,877.50
Apr 1, 2001	-	-	34,563.75	34,563.75	-
Oct 1, 2001	310,000.00	5.100%	34,563.75	344,563.75	379,127.50
Apr 1, 2002	-	-	26,658.75	26,658.75	-
Oct 1, 2002	325,000.00	5.150%	26,658.75	351,658.75	378,317.50
Apr 1, 2003	-	-	18,290.00	18,290.00	-
Oct 1, 2003	340,000.00	5.200%	18,290.00	358,290.00	376,580.00
Apr 1, 2004	-	-	9,450.00	9,450.00	-
Oct 1, 2004	360,000.00	5.250%	9,450.00	369,450.00	378,900.00
	2,675,000.00		734,323.54	3,409,323.54	3,409,323.54

CONVENTION INCOME SURVEY -- 1999 Update

IACVB FOUNDATION

All Events (Overall Average)

	Spending Generated Per EVENT		Spending Generated Per DAY	
Convention Delegate	1998	1999 *	1998	1999 *
Delegate Expenditure	$696	$716	$231	$238
Association Expenditure	$68	$69	$18	$18
TOTAL	$764	$785	$249	$256

	Spending Generated Per EVENT		Spending Generated Per DAY	
Trade Show Delegate	1998	1999 *	1998	1999 *
Delegate Expenditure	$696	$716	$231	$238
Association Expenditure	$68	$69	$18	$18
Exhibitor Expenditure	$300	$306	$83	$85
TOTAL	$1,064	$1,091	$332	$342

	Spending Generated Per EVENT		Spending Generated Per DAY	
Breakdown of Delegate Spending	1998	1999 *	1998	1999 *
Lodging and Incidentals	$343	$352	$114	$117
Hotel Food and Beverage	$93	$96	$31	$32
Other Food and Beverage	$86	$89	$29	$29
Tours/Sightseeing	$14	$15	$5	$5
Admission to Museums, Theaters, etc.	$8	$8	$3	$3
Recreation	$7	$8	$2	$3
Sporting Events	$2	$3	$1	$1
Retail Stores	$74	$76	$24	$25
Local Transportation (bus, taxi, limo)	$13	$13	$4	$4
Auto Rental (within event city)	$22	$22	$7	$7
Gasoline, Tolls, Parking (within event city)	$11	$12	$4	$4
Other	$23	$23	$8	$8
TOTAL	$696	$716	$231	$238

Average length of stay = 3.01 nights (delegates); 3.74 days (association); 3.59 days (exhibitors).

* 1999 numbers inflated based on applicable Travel and Consumer Price Index categories.

Sources: International Association of Convention & Visitor Bureaus (IACVB) Foundation
Travel Industry Association of America (Travel Price Index)
U.S. Department of Labor, Bureau of Labor Statistics (Consumer Price Index)

p.1

Denise Grizzle 575-8273

ACCRA COST OF LIVING INDEX FIRST QUARTER 2000

COMPONENT INDEX WEIGHTS MSA/PMSA URBAN AREA AND STATE	100% COMPOSITE INDEX	16% GROCERY ITEMS	28% HOUSING	8% UTILITIES	10% TRANS- PORTATION	5% HEALTH CARE	33% MISC. GOODS AND SERVICES
Birmingham AL MSA							
Birmingham AL MSA	94.7	92.2	92.1	103.2	99.0	92.4	95.1
Decatur AL MSA							
Decatur-Hartselle AL	94.9	97.7	91.9	92.3	104.0	87.1	95.2
Dothan AL MSA							
Dothan AL	94.2	97.3	81.6	95.7	98.4	86.4	102.9
Florence AL MSA							
Florence AL MSA	93.9	92.4	90.7	95.0	91.0	89.3	98.8
Huntsville AL MSA							
Huntsville AL	95.9	96.8	82.8	88.8	106.4	95.1	105.3
Mobile AL MSA							
Mobile AL	97.1	96.9	99.2	105.8	96.1	85.0	95.4
Montgomery AL MSA							
Montgomery AL	98.5	93.6	101.0	104.5	99.0	92.3	98.1
Tuscaloosa AL MSA							
Tuscaloosa AL	96.0	99.2	78.0	99.5	101.7	92.5	107.8
Nonmetropolitan Areas							
Cullman County AL	95.3	93.1	90.1	108.5	97.5	88.4	98.0
Marshall County AL	93.4	94.7	93.5	92.9	84.6	82.5	97.2
Anchorage AK MSA							
Anchorage AK	122.9	124.2	136.0	87.2	104.0	161.7	119.7
Nonmetropolitan Areas							
Fairbanks AK	122.3	114.2	108.0	181.2	113.3	165.1	120.2
Kodiak AK	134.8	136.8	135.6	169.5	113.8	155.0	127.9
Flagstaff AZ-UT MSA							
Flagstaff AZ	110.3	107.6	131.8	94.7	108.2	114.4	97.3
Las Vegas NV-AZ MSA							
Lake Havasu City AZ	104.8	112.1	106.1	113.9	95.9	99.8	101.3
Phoenix-Mesa AZ MSA							
Phoenix AZ	104.3	101.7	109.0	102.7	109.8	114.7	98.7
Scottsdale AZ	114.8	108.2	142.2	99.4	109.7	120.3	99.1
Tucson AZ MSA							
Tucson AZ	99.6	110.0	97.9	112.4	99.6	111.1	91.3
Yuma AZ							
Yuma AZ	99.5	101.5	89.5	146.0	99.6	113.8	93.6
Nonmetropolitan Areas							
Prescott-Prescott Valley AZ	108.1	113.2	118.4	93.6	102.1	114.5	101.4
Sierra Vista AZ	97.5	107.4	85.9	120.9	106.5	105.1	92.9
Fayetteville-Springdale-Rogers AR MSA							
Fayetteville AR	89.3	89.1	88.5	85.4	94.0	88.1	89.8
Fort Smith AR-OK MSA							
Fort Smith AR	88.1	87.1	82.2	86.8	88.8	89.3	93.5
Jonesboro AR MSA							
Jonesboro AR	89.9	97.3	86.9	87.9	83.1	83.2	92.4
Little Rock-North Little Rock AR MSA							
Little Rock-N Little Rock AR	94.6	102.6	86.1	113.6	97.9	100.7	91.4

CEC TURNBACK
A. 3 Page 14

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of November 7, 2000

FROM:

Connie Edmonston	Parks & Recreation	Public Works]
Name	Division	Department

ACTION REQUIRED:

Approval of the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $33,821 plus an additional $10,000 for utilities and a project contingency of $5,000. Also authorize the Mayor and City Clerk to execute a contract.

COST TO CITY:

$48,821	$244,000	Park Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
2250-9250-5804-00	$64,376	Wilson Park Improvements
Account Number	Funds Used To Date	Program Name
99067-02	$179,624	Parks Development Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: xx Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J Cramer — Accounting Manager — 10-19-00 Date

Danny Smith — Internal Auditor — 10/19/00 Date

City Attorney — 10/19/00 Date

ADA Coordinator — Date

Purchasing Officer — 10/20/00 Date

STAFF RECOMMENDATION:
Approval of bid and project.

Connie Edmonston — Division Head — 10-18-00 Date

Department Director — 10-19-00 Date

Administrative Services Director — 10/20/00 Date

Mayor — Date

Cross Reference

New Item: (Yes) No

Prev Ord/Res #: [Prev Ord/Res #]

Orig Contract Date: [Orig Contract Date]

Orig Contract Number: [Contract #]

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

FROM: Connie Edmonston, Parks & Recreation Superintendent C.E.

DATE: October 18, 2000

RE: Wilson Park Greenhouse Project

The Parks and Recreation Division is requesting approval of the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $32,700 plus $1,121 tax for a total cost of $33,821. The bid includes the greenhouse structure and cost for installation. This was the lowest of the three bids received for the project. Park staff will provide site work preparation for the building. Additional cost for contract work and the site preparation for the project will include concrete footings, gravel, 192 square feet of sidewalk, electricity, plumbing and natural gas at an estimated total of $10,000. A project contingency in the amount of $5,000 brings the total cost of the greenhouse to $48,821.

The greenhouse will be located at Wilson Park inside the wood fence area east of the existing rock building. The structure will be a 24' by 48' greenhouse totaling 1,152 square feet. Glazing for all surfaces with Green Tek's Green Lite "No Drip" corrugated polycarbonate sheets will be provided for a superior anti-condensate action compared to other materials used in the industry. There is a limited 10 year warranty against hail and premature yellowing. The heating/cooling equipment will be operated by a fully automatic control system with a wiring diagram and a custom relay panel which insures the most efficient use of gas and electricity.

This greenhouse will benefit the Parks and Recreation Division in several ways. The primary consideration will be the savings realized for spring and fall annual and perennial plant materials that are utilized thoughout the parks system. Additionally, staff is researching propagating many of our own trees using seeds and cuttings harvested from stock plants in our parks. The greenhouse would enable us to grow and overwinter plants that would otherwise be cost prohibitive. We will also be able to utilize a more diversified selection of plant materials, thus providing an educational experience for park patrons by exhibiting new types of plants and new ways to use them in the landscape.

For the past three years, the rock building at Wilson Park has been utilized as our greenhouse. It has enabled us to propagate a limited amount of plant materials from both seeds and cuttings.

Each year we are able to improvise a little more, allowing us to broaden our base of plant materials for spring and summer plantings and to reduce dollars spent to purchase (often sub-quality) plants. This building has been indispensable, but we have reached the capacity of what we can accomplish with limited space, lighting and drainage. Parks and Recreation labor and landscape maintenance budget could be best utilized with a well designed and constructed greenhouse as requested.

If you have any questions, please call me at extension 471.

Attachments:
Tabulation Sheet
Contract
Purchase Order

BID: 00-71
DATE: 10/09/00
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: GREENHOUSE

BIDDER	ITEM 1
JACK MORGAN CONSTRUCTION	$32,700.00
HARRISON DAVIS CONSTRUCTION	$39,890.00
ROUGH BROTHERS	does not have Ark coast license

Certified by P Vice Purch Mgr

R Williams 10/9/00
Witness Date

October 18, 2000

City of Fayetteville
Peggy Vice, Purchasing Manager
113 W. Mountain
Fayetteville, AR 72701

Dear Peggy:

The following is for your information on the Greenhouse System for the city if Fayetteville, Bid 00-71.

Greenhouse Structure	$ 6,000.00
Greenhouse Material and Equipment	17,150.00
Labor	5,700.00
Overhead and fee	3,850.00
Tax	1,121.00
Total	**$33,821.00**

If you have any other questions please call.

Very truly yours,

JACK MORGAN CONSTRUCTION CO., INC.

Andy Garison
Vice President

Jack Morgan Construction Co., Inc.

General Contractors
"A Woman Owned Business"
e-mail: jmorgancon@aol.com
501-842-3866 / Fax: 501-842-3844
P. O. Box 248 England, Arkansas 72046-0248

CONTRACT

This contract executed this ____ day of _____, 2000, between the City of Fayetteville, Arkansas, hereinafter called the City, and Jack Morgan Construction, Inc., hereinafter called the Contractor, and having an address at PO Box 248, England, AR, 72046-0248.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor at his own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 00-71 as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #00-71, all included herein as if spelled out word for word.

2. The City shall pay the Contractor based on prices indicated in Contractor's Proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. Contract amount will not exceed $ 33,821.00 _____.

3. The Contract documents which comprise the contract between the City and the Contractor consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 00-71 with the specifications and conditions typed thereon.

   B. The Contractor's proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.

5. Contractor shall not assign his duties under the terms of this agreement.

6. Contractor agrees to hold the City harmless and indemnify the City, against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. The Contractor shall furnish a certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. For any work sublet, the contractor shall require the subcontractor similarly to provide workers' compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Worker's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	$250,000 for each person injured. $500,000 aggregate.
Property Damage Liability	$100,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. If contract exceeds $20,000, Contractor agrees to furnish a Performance Bond, approved by the City, guaranteeing the performance of this contract, for not less than one hundred percent of the amount of this contract. Said performance bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements. The Contractor agrees to furnish proof of licensing as required under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature.

11. This contract may be terminated by the City with 10 days written notice.

12. Contractor shall be responsible for meeting compliance with ADA regulations.

WITNESS OUR HANDS THIS_____DAY OF _____, 2000.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY_____
MAYOR

ATTEST: CITY CLERK

_____

Rick Hiwatt
ATTEST: COMPANY SECRETARY

Jack Morgan Construction Co., Inc.
FIRM NAME

BY [signature] Vice President
NAME AND TITLE

P.O. box 248
England, AR 72046
BUSINESS ADDRESS

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

or the Fayetteville City Council meeting of November 7, 2000

ROM:

Don Bailey (ame) | Personnel (Division) | Admin. Services (Department)

CTION REQUIRED:

Renew employee group policies from U S ABLE LIFE to provide life, AD & D, LTD coverage and Sec. 125 cafeteria plan administration

OST TO CITY:

174,363 Est. Yr. 2001 (ost of this Request) | $ 174,363 Est. Yr. 2001 (Category/Project Budget) | Life/AD & D, LTD Ins. (Category/Project Name)

Various (ccount Number) | $ 0 (Funds Used To Date) | City Wide (Program Name)

(roject Number) | $ 174,363 (Remaining Balance) | City Wide (Fund)

UDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

udget Manager | Administrative Services Director

ONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

cc ing Manager — 10-19-00 (Date) — Danny Smith (Internal Auditor) — 10/19/00 (Date)

i Attorney — 10-19-00 (Date) — (ADA Coordinator) — (Date)

urchasing Officer — 10-20-00 (Date)

TAFF RECOMMENDATION:

Approve

ivision Head — 10-18-00 (Date)

Cross Reference

epartment Director — (Date)

dministrative Services Director — 10/19/00 (Date)

ayor — (Date)

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

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FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna

FROM: John Maguire, Administration Services Director
Don Bailey, Personnel Director DB

DATE: October 18, 2000

SUBJECT: Employee Group Life, AD&D, LTD, Voluntary AD&D and Cancer policies, and Cafeteria Plan Administration renewal for calender year 2001.

The expiration date for each of the policies and Cafeteria Plan Administration is 12-31-00. Internal Revenue Service regulations require that Sec 125 Cafeteria Plans and an employee election to pre-tax any eligible expense category must coincide with a calender tax year. It is therefore necessary to present these plans for approval at this time in order to permit timely enrollment during the month of November for calender year 2001.

The rates for these coverages were set through competitive bidding for plan year 2000. We received a two year rate guarantee which continues these same rates through the plan year 2001.

Life	(Per $1,000 coverage)	.21
AD&D	(Per $1,000 coverage)	.05
LTD	(Per $100 of covered payroll)	.46
VOL AD&D*	(Per $25,000 coverage)	1.50 Employee only
VOL AD&D*	(Per $25,000 coverage)	2.00 Family
Cancer*		Various
Cafeteria Plan		No cost

* Employer pays for $25,000 of voluntary AD&D coverage on each employee. The employee pays 100% of premium for coverage above $25,000 or for Family coverage. The employee pays 100% of premium for Cancer coverage he or she may elect.

U.S. Able, in consideration of employee participation in two of their Voluntary Group Plans (Cancer and Voluntary AD&D), serves at no cost as a third party administrator for our Section 125 Cafeteria Plan. Internal Revenue regulations permit Group premiums, employee and dependent unreimbursed medical care,

deductible and co-payment expense and dependent care cost for eligible children and other dependents to be incurred on a pre-tax basis through payroll contributions to a flexible spending account. These expenses are reimbursed to the employee as projected expense occurs.

The estimated cost to be incorporated in the 2001 Budget has been calculated by the Budget & Research Division and is attached as a schedule. An annualized cost forecast of these plans is relatively simple and we are confident the projected costs will not be exceeded.

Arkansas
BlueCross BlueShield

237 Millsap Road – Suite #1
Fayetteville, Arkansas 72703
Phone: (501) 527-2310
FAX: (501) 527-2323

October 9, 2000

Don Bailey
The City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: City of Fayetteville & Fayetteville Public Library
R-2467-100 Long Term Disability
R-2467 Group Life/AD&D; Voluntary AD&D

Dear Mr. Bailey:

This letter serves as an offer of renewal and confirmation of the Group Life/AD&D, Voluntary AD&D (VAD&D) and Long Term Disability (LTD) insurance rates for the City of Fayetteville and Fayetteville Public Library effective as of 01/01/2000:

Group Life:	$0.21 per thousand of coverage
AD&D:	$0.05 per thousand of coverage
LTD:	$0.46 per $100 of Monthly Covered Payroll
VAD&D Employee Plan:	$1.50 per $25,000 Benefit Amount
VAD&D Family Plan	$2.00 per $25,000 Benefit Amount

The above rates are guaranteed until January 1, 2002.

USAble Life is pleased to serve the City of Fayetteville and Fayetteville Public Library in this capacity.

Respectfully,

William F. Dickover, CLU, ChFC
Manager, Acquisition Services, Medical Underwriting & Product Development

Cc: Beff Kent
Mel Blackwood

Schedule of Benefits
Employee Life Insurance

Group Policyholder:	City of Fayetteville	
Group Policy Number:	10002467	
Group Effective Date:	July 1, 1999*	
Waiting Period:	Employees enrolled on the effective date:	30 days
	Employees enrolled after the effective date:	30 days

Benefits for eligible employees shall be determined in accordance with the following schedule:

CLASSIFICATION	LIFE AND AD&D
Class 2: All Full-time Employees customarily working at least 40 hours per week.	1 ½ Times Annual Salary Maximum $150,000*

*Insurance amounts will be rounded to the next higher thousand. Evidence of Insurability is required on amounts in excess of $140,000

Reductions, Terminations, and Special Provisions

Employee Life and Accidental Death & Dismemberment: Benefits reduce 33 1/3% of the pre-age 67 amount at ages 67 and 70, and terminates at retirement.

**This certificate replaces any certificate issued before the date shown.*

Section V – Benefits

Employee Accidental Death & Dismemberment Insurance

If you suffer a loss described below, we will pay the amount of insurance that applies. You or your beneficiary must give us proof that:

1. injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the injury; and
3. loss was due to injury independent of all other causes.

Amount of Insurance

We will pay the full AD&D amount shown in the Schedule of Benefits for loss of:

1. life;
2. both hands or both feet;
3. one hand and one foot;
4. sight of both eyes;
5. one hand and sight of one eye; or
6. one foot and sight of one eye.

We will pay one-half the AD&D amount shown in the Schedule of Benefits for loss of:

1. one hand;
2. one foot; or
3. sight of one eye.

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle, unless the State in which this policy is issued defines the loss differently.

In paying this benefit, we will consider only losses sustained while insured under this section of the policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one injury.

Limitations

We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or infection (except bacterial infection of a visible injury);
2. suicide or intentionally self-inflicted injury, whether sane or insane;
3. your participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
5. your use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a physician;
6. travel or flight in, or descent from, any aircraft unless as a fare paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, or (b) a charter flight;
7. participation in parachute or hang gliding sports, or an organized race or speed contest; or
8. your being intoxicated as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated.

DISABILITY BENEFIT

CLASSES TO BE COVERED

All Full Time Employees

AMOUNT OF INSURANCE

a. 60% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

b. The maximum monthly benefit is $6,000.

c. The minimum monthly benefit is $50.00.

MAXIMUM BENEFIT PERIOD

Age At Disability	Benefit Period	Age At Disability	Benefit Period
Less than age 60	To Age 65	65	24 months
60	60 months	66	21 months
61	48 months	67	18 months
62	42 months	68	15 months
63	36 months	69 and over	12 months
64	30 months		

ELIMINATION PERIOD 180 days

MINIMUM REQUIREMENT FOR ACTIVE EMPLOYMENT

30 regularly scheduled hours per week.

WAITING PERIOD: If you were hired on or before the policy effective date: 00 days
If you were hired after the policy effective date: 90 days

CONTRIBUTIONS

You are not required to contribute to the cost of your insurance.

Employees of the City of Fayetteville

Representatives of USAble Life will be here **November 6 – November 10 and November 13th & 14th** to enroll your annual Cafeteria Plan. During this time you will be allowed to:

- Enroll in or adjust your current Flexible Spending accounts: **Medical reimbursement & Dependent Care reimbursement.**
- Review and/or add supplemental benefits: **Cancer Care and Accidental Death & Dismemberment.**

Explanation:
Medical Reimbursement and Dependent Care Reimbursement allow you to pay for your portion of medical related costs and dependent care costs with tax free dollars. Simply estimate what you will spend From January 1, 2001 through December 31, 2001 on your and your families medical and dependent care expenses and a proportionate amount will be held from each paycheck completely tax free. When you incur an expense you can file a voucher and have the money reimbursed to you. **The maximum annual amount allowed is $3000 for Medical reimbursement and $5000 for Dependent Care.**
Be conservative with these estimates, what you don't use, you lose.

Qualifying Medical Expenses

- Insurance plan deductibles and co-pays.
- Prescription drug card co-pays, (including birth control pills).
- Medical aids such as hearing aid (and batteries), false teeth, eye glasses & contact lenses, braces, orthopedic shoes, crutches, wheel chairs, etc.
- Dental work, including orthodontia, not paid for by insurance.

Medical Expenses **not** eligible for reimbursement

- Drugs for weight loss.
- Drugs for smoking cessation.
- Over-the-counter drugs, such as aspirin or Tylenol.

Qualifying Dependent Care Expenses

To be eligible for reimbursement:
- The care is necessary for you and spouse (if married) to work or go to school.
- The care is for a qualified dependent, (those who you claim as exemptions on your income taxes). This also includes:
  * A disabled spouse or someone of any age who's unable to care for themselves.
- The care can be provided in your home, in someone else's home or in a dependent care center as long as the caregiver is not your dependent.

2001 Budget Summary By Fund - Estimated

- Long Term Disability (LTD)
- Accidental Death & Dismemberment (AD&D)
- Life Insurance

Fund	LTD Budget	AD&D Budget	Life Insurance Budget
General (1010)	$ 59,014	$ 7,262	$ 60,040
Street (2100)	3,964	630	4,033
Community Development (2180)	696	68	708
Parks Development (2250)	1,576	221	1,603
Drug Law Enforcement (2930)	459	59	467
Water & Sewer (5400)	7,645	1,170	7,778
Solid Waste (5500)	5,216	810	5,307
Airport (5550)	702	135	712
Shop (9700)	1,893	270	1,925
	$ 81,165	$ 10,625	$ 82,573

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EMPLOYEE INS.
A. 5 Page 10

2001 Budget Summary By Fund - Estimated

- Long Term Disability (LTD)
- Accidental Death & Dismemberment (AD&D)
- Life Insurance

Fund	LTD Budget	VOL. AD&D Budget	Life Insurance & AD & D Budget
General (1010)	$ 59,014	$ 7,262	$ 60,040
Street (2100)	3,964	630	4,033
Community Development (2180)	696	68	708
Parks Development (2250)	1,576	221	1,603
Drug Law Enforcement (2930)	459	59	467
Water & Sewer (5400)	7,645	1,170	7,778
Solid Waste (5500)	5,216	810	5,307
Airport (5550)	702	135	712
Shop (9700)	1,893	270	1,925
	$ 81,165	$ 10,625	$ 82,573
TR. 2000 AUG YTD	47,333.84 (71,001 AN)	6,601.50 (9,902 AN)	49,619.77 (74,430 AN)
MO. AUG	6,136.73 (73,641 AN)		6,408.18 (76,898 AN)

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AGENDA REQUEST FORM

Council Meeting of November 7,2000

FROM Don Bunn (Name) | Public Works Admin (Division) | Public Works (Department)

ACTION REQUIRED: Approval of Amendment No. 3 to our engineering contract with the Benham Group which provides for a $20,405.00 increase in construction observation services in connection with the W/S Relocations and a $69,906.06 increase in additional engineering services in connection with the Dickson Street Enhancement Project, and a budget adjustment for the Water and Sewer part of the work.

COST TO CITY
20,405.00
$ 62,537.58
Cost of this Request

4470 9470 5808 00
4470 9470 5809 00
Account Number

99027-0010
98097-0010
Project Number

770,376.00
$ 2,546,683.00
Category/Project Budget

770,376.00
352,564.00
Funds Used to Date

-0-
$ 2,194.118.00
Funds Remaining

Water and Sewer
Street Improvements
Category/Project Name

Program Name

Sales Tax
Sales Tax
Fund Category

BUDGET/CONTRACT REVIEW

		___ Budgeted Item	___ Budget Adj. Attached	
Budget Coordinator	10-25-00 Date	Admin Services Director	10/31/00 Date	
Accounting Manager	10-25 00 Date	ADA Coordinator		Date
City Attorney	10-25-00 Date	Internal Auditor	10/25/00 Date	
Purchasing Officer	10-25-00 Date			

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve Amendment No. 3 to the Benham Group Engineering Contract which includes $62,537.58 for design and surveying services in connection with the Dickson Street Enhancement portion of the work and $20,405 increase in the Water and Sewer part of the work, and a budget adjustment on the Water and Sewer portion. The total Amendment amount is $82,942.58

Approvals:

Ass't Public Works Director	10-25-00 Date	Cross Reference
Department Director	10-31-00 Date	New Item: Yes **No**
Admin Services Director	10/31/00 Date	Prev Ord/Res # 165-98
Mayor	10/31/00 Date	Orig. Contract # 689
		Orig. Contr.Date Dec 15, '98

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

October 23, 2000

To: Fayetteville City Council

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

Subject: Contract Amendment No. 3
The Benham Group
Dickson Street Improvements

Attached for your review and approval is Contact Amendment No. 3 with The Benham Group of Bentonville, Arkansas. The original engineering contract executed in December of 1998 called for an expenditure of $346,748.04 and covered the development of a concept plan and final plans for the enhancement of Dickson Street and the relocation of water and sewer lines on Dickson Street.

A Contract Amendment was executed in August of 1999 for $41,950 and provided for property surveys along Dickson Street and the research of ownerships.

Contract Amendment No. 2 was executed in September of 1999 for $58,587.00 and provided for construction observation services in relation to the Water and Sewer Relocations on Dickson Street.

This Contract Amendment No. 3 is for $82,942.58. Attached is a copy of the cover letter from The Benham Group which sets out what the additional work consists of and the cost of that work. Please note that an increase of $20,405.00 being requested for additional work in connection with the construction observation portion of the water and sewer relocations, and the balance of $62,537.58 is being requested for additional services in connection with the Dickson Street Enhancement portion of the work.

It is the recommendation of the Staff that the Council approve Contract Amendment No. 3 in the amount of $82,942.58, and a budget adjustment related to the water and sewer portion of the work.

The Benham Group

October 24, 2000

Don Bunn
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Downtown Dickson Street Enhancement Program

Dear Don:

Now that we have completed the design of the Dickson Street Improvement project and installation of the water and sewer mains, I have reviewed all of the additional work items that were required.

There are three areas of the work that will require additional fees because they were outside the original scope. The most significant is obtaining easements. The other two items were preparation for additional public meetings, exhibits, and additional field inspections for the sewer and water improvements.

The total of the additions will be $82,942.58, which includes $11,477.88 of fixed fee. This will bring the total contract amount to $530,~~191.62~~ 221.62 DRB, which includes $67,483.42 of fixed fee.

A detailed breakdown of our contract and fees and the proposed amendment are attached for your information. If you have any questions, please call. I plan to attend the agenda session on October 31 and the city council meeting on November 7th.

Sincerely,

Gary L. Carnahan
Vice President

GLC/sc/rserver/Dickson1019ltr

210 Town Center SE
Bella Vista, Arkansas 72714-4605
501/855-2030 FAX 501/855-3271

AMENDMENT 3
AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES

For the Downtown Dickson Street Enhancement Project

BETWEEN:

The CONSULTANT
The Benham Group
210 Town Center SE
Bella Vista, AR 72714

and the **CLIENT**
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

THE PARTIES AGREE AS FOLLOWS:

WHEREAS, The Benham Group (TBG) and the City of Fayetteville (City) are parties to an Agreement for Consulting Services dated December 15, 1998, (the Agreement), and,

WHEREAS, the following additional items of work outside the initial scope of services have been required to complete the design of the project;

- additional surveys, parcel maps, revisions, and landowner conferences to obtain temporary and permanent construction easements,
- additional public meetings, review conferences and exhibits, and
- additional field inspection for the construction of the water and sewer improvements, and

WHEREAS, all other terms and conditions of the agreement remain in force,

NOW THEREFORE TBG and the City hereby mutually agree to increase the scope of work in the Agreement to include the above described work. The City agrees to compensate TBG $ 82,942.58 for the additional work (including a fixed fee of $11,477.88) based on the attached estimate of fees and effort. The Contract in the Agreement is hereby increased from $447,285.04 to $530,~~191.82~~ 227.62, (which includes a fixed fee of $67,483.42).

IN WITNESS TO THEIR ACCEPTANCE to the terms and conditions of this Amendment, TBG and the City hereby execute this Amendment to the Agreement for Consulting Services on this _____day of _____, 2000.

ACCEPTED BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Title: _____

ACCEPTED BY:
THE BENHAM GROUP

By: _____
Gary L. Carnahan

Title: Vice President

amenddickson3.doc

DICKSON STREET ENHANCEMENT PROJECT
THE BENHAM GROUP CONTRACT AND CHANGE ORDER SUMMARY
October 19, 2000

FIRM/CONSULTANT	Approved Cost	Fixed Fee	Total Amount
ORIGINAL CONTRACT			
The Benham Group Design (Orig. Contract)	$122,399.00	$18,163.60	$140,562.60
Milholland Site Surveys (Orig. Contract)	30,022.00	4,503.00	34,525.00
LandPlan (Orig. Contract)	105,924.50	15,170.19	121,094.69
Peters and Associates (Orig. Contract)	44,212.00	6,353.75	50,565.75
Totals, Original Contract	**$302,557.50**	**$44,190.54**	**$346,748.04**
AMENDMENT NO. 1			
Milholland R/W Surveys (Amend. No. 1)	$27,777.00	$4,173.00	31,950.00
Washington County Abstract (Amend. No. 1)	10000	0.00	10,000.00
Totals, Amendment No. 1	**$37,777.00**	**$4,173.00**	**$41,950.00**
AMENDMENT NO. 2			
The Benham Group W/S Construction Mgmt	**$50,945.00**	**$7,642.00**	**$58,587.00**
TOTAL APPROVED CONTRACT AMOUNT	**391,279.50**	**56,005.54**	**447,285.04**
PROPOSED AMENDMENT NO. 3			
Milholland Surveying Services	$16,494.75	$2,487.71	$18,982.46
Peters and Associates	(5,196.05)	0.00	(5,196.05)
LandPlan	13,880.00	2,407.87	16,287.87
The Benham Group (Dickson Street Design)	26,142.00	3,921.30	30,063.30
The Benham Group (Dickson St. W/S Const. Services)	17,744.00	2,661.00	20,405.00
Washington County Abstract	2,400.00	0.00	2,400.00
Totals, Amendment No. 3	**$71,464.70**	**$11,477.88**	**$82,942.58**
CONTRACT TOTALS (Inc. Amendment No. 3)	**$462,744.20**	**$67,483.42**	**$530,227.62**

PROPOSED CONTRACT TOTALS BY CONSULTANT

The Benham Group (Dickson St. W/S Const. Services)	$148,541.00	$22,084.90	**$170,625.90**
The Benham Group (Dickson Street Design)	68,689.00	10,303.00	**78,992.00**
LandPlan	119,804.50	17,578.06	**137,382.56**
Milholland Surveying Services	74,293.75	11,163.71	**85,457.46**
Washington County Abstract	12,400.00	0.00	**12,400.00**
Peters and Associates	39,015.95	6,353.75	**45,369.70**
	$462,744.20	$67,483.42	**$530,227.62**

DOWNTOWN DICKSON STREET ENHANCEMENT PROJECT
THE BENHAM GROUP
CONTRACT AMENDMENT FOR PERMANENT CONSTRUCTION EASEMENTS

	DESCRIPTION		PROJECT ENGR (hrs.)	CIVIL ENGR (hrs.)	TECH (hrs.)	PLANNER (hrs.)	CLERICAL (hrs.)	L.P. (hrs.)	TOTAL HRS
1	Provide support and exhibits to City in obtaining permanent construction easements		24	88			8		120
2	Make necessary changes to the plans specs, estimates, and contract documents because of permanent construction easements		12	32	32		8	8	92
3	Coordinate easement parcel preparation by Milholland		2	12			2		16
									-
	SUBTOTAL		38	132	32	-	18	8	228
	RATE		$ 30.00	$ 23.00	$ 15.00	$ 20.40	$ 12.00	$ 33.60	
	SUBTOTAL FINAL PLANS		$ 1,140.00	$ 3,036.00	$ 480.00	$ -	$ 216.00	$ 268.80	$ 5,140.80
	SUBTOTAL WITH OVERHEAD (150%)								$ 12,852.00
	PROFIT (15%)								$ 1,927.80
	TBG COST FOR EASEMENTS								**$ 14,779.80**

DOWNTOWN DICKSON STREET ENHANCEMENT PROGRAM

THE BENHAM GROUP

ADDITIONAL SERVICES OUTSIDE ORIGINAL SCOPE

	DESCRIPTION		PROJECT ENGR (hrs.)	CIVIL ENGR (hrs.)	TECH (hrs.)	PLANNER (hrs.)	CLERICAL (hrs.)	L. P. (hrs.)	TOTAL HRS
1	Preparation for and conducting additional public meeting		12	20		20	6		58
2	Additional meetings with Client and DDEP outside initial scope		16						16
3	Coordination of additional right-of-way surveys and work by WCATCO		10				3		13
4	Design water main on Thompson Ave.			8	8				16
5	Obtain temporary construction easements		32	80			8		120
	SUBTOTAL		70	108	8	20	17	-	223
	RATE		$ 30.00	$ 23.00	$ 15.00	$ 20.40	$ 12.00	$ 33.60	
	SUBTOTAL PHASE I COST		$ 2,100.00	$ 2,484.00	$ 120.00	$ 408.00	$ 204.00	$ -	5,316.00
	SUBTOTAL WITH OVERHEAD (150%)								13,290.00
	PROFIT (15%)								1,993.50
	TOTAL COST FOR ADDITIONAL SERVICES								**15,283.50**

THE BENHAM GROUP
DICKSON STREET
UTILITY CONSTRUCTION ADMINISTRATION
PROPOSED EFFORT - AMENDMENT #2

DESCRIPTION		INSPECTOR		CIVIL ENGR		TECH		CLERICAL		TOTAL HRS
			(hrs.)		(hrs.)		(hrs.)	(hrs.)		
	Contract Administration			50				12		62
	On-Site Inspection		1000	100						1,100
	Record Drawings			8		40				48
	SUBTOTAL		1,000	158		40		12		1,210
	RATE		$ 16	$ 23		$ 15		$ 12		
SUBTOTAL UTILITY CONST. ADMIN.			$ 16,000	$ 3,634		$ 600		$ 144		$ 20,378
SUBTOTAL WITH OVERHEAD (150%)										$ 50,945
	PROFIT (15%)									$ 7,642
	TOTAL									$ 58,587

ACTUAL EFFORT

DESCRIPTION		INSPECTOR		CIVIL ENGR		TECH		CLERICAL		TOTAL HRS
			(hrs.)		(hrs.)		(hrs.)	(hrs.)		
	Contract Administration			50				1		51
	On-Site Inspection		1474	96						1,570
	Record Drawings			8		22.5				31
	SUBTOTAL		1,474	154		23		1		1,652
	RATE		$ 16	$ 23		$ 15		$ 12		
SUBTOTAL UTILITY CONST. ADMIN.			$23,584	$ 3,542		$ 338		$ 12		$ 27,476
SUBTOTAL WITH OVERHEAD (150%)										$ 68,689
	PROFIT (15%)									$ 10,303
	TOTAL									$ 78,992
	ADDITIONAL EFFORT									$ 17,744
	ADDITIONAL FIXED FEE									$ 2,661
	NET INCREASE - Amendment #3									$ 20,405

DICKSON STREET ENHANCEMENT

Milholland Company – Site Survey

	ITEM	HOURLY COSTS	15% FEE	TOTAL
1.	Original Site Survey	30,022.00	4,503.00	34,525.00
2.	Milholland maintained that their work did not include connecting the survey points, but just giving us the raw data. We had expected to receive a ready-to-use survey. This extra cost was charged by Milholland to give us useable survey information.	510.00	90.00	600.00
3.	Extra site survey data for: water mains on College Ave., Watson & Thompson; improvements and obstructions on Thompson and at Three Sisters; and storm drainage outside original project limits.	4,293.25	643.99	4,937.24
	SITE SURVEY TOTAL	$34,825.25	$5,236.99	$40,062.24

We request an increase in our contract of $5,537.24 to compensate for the additional site survey expenses described above in items 2 and 3.

Milholland Company – R-O-W Surveys

	ITEM	HOURLY COSTS	15% FEE	TOTAL
1.	Original Right-of-Way	27,777.00	4,173.00	31,950.00
2.	Additional costs to extend property surveys beyond right-of-way for Mr. Tux, and Walton Arts parking lot.	1,876.50	281.47	2,157.97
	R-O-W SURVEY TOTAL – Amendment #1	29,653.50	4,454.47	
3.	Additional costs to prepare exhibits for permanent easements – Amendment #2	9,815.00	1,472.25	11,287.25
4.	R-O-W SURVEY TOTAL – Amendment # 1 and 2	$39,468.50	$5,926.72	$45,395.22

We request an increase in our contract of $13,445.22 for the additional work described in 2 and 3 above.

Washington County Abstract and Title Company - R-O-W Parcels Title Search

	ITEM	TOTAL
1.	Original title search 100 parcels at $100 each	10,000.00
2.	An additional 24 parcels were necessary to complete the right of way survey at $100 each	2,400.00
	WASHINGTON COUNTY ABSTRACT and TITLE COMPANY TOTAL	$12,400.00

We request an addition to our contract for $2,400 to repay Washington County Abstract and Title for the extra work.

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DICKSON STREET ENHANCEMENT

LandPlan – Concept and Final Design

	ITEM	HOURLY COSTS	15% FEE	TOTAL
1.	Original Contract for Concept and Final Design	105,924.50	15,170.19	121,094.69
2.	Contract Effort Not Required	(2,172.43)	N/A	(2,172.43)
3.	TOTAL OF ALL INVOICES FOR ACTUAL MANHOURS ON ORIGINAL CONTRACT	103,752.07	15,170.19	118,922.26
4.	Additional costs to prepare two alternative schemes and prepare for and attend an additional public meeting (see attached detail).	16,052.43	2,407.87	18,460.30
5.	–ADJUSTED TOTAL WITH CHANGE ORDERS	$119,804.50	$17,578.06	$137,382.56

SUMMARY NOTE:

We request net adjustment of the LandPlan contract amount of $18, 460.30 minus $2,172.43 or $16,287.87. Their new total will be $121,094.69 + $16,287.87 or $137,382.56.

DICKSON STREET ENHANCEMENT

Peters and Associates
Traffic, Signals, Pavement Markings, and Parking Study

	ITEM	HOURLY COSTS	15% FEE	TOTAL
1.	Original Contract for Concept and Final Plans	44,212.00	6,353.75	50,565.75
2.	Contract Effort Not Required	(5,196.05)	N/A	(5,196.05)
3.	Total of all Invoices for Actual Manhours on Original Contract	39,015.95	6,353.75	45,369.70
4.	No Scope Changes for Peters and Associates			

SUMMARY NOTE:

The Peters and Associates contract amount should be reduced by $5,196.05 since all the estimated effort was not required. The new total will be $39,015.95. The 15% fixed fee will remain at $6,353.75. The adjusted contract total will be $45,369.70.

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City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Sales Tax Capital Improvement Fund	Date Requested	Adjustment #
2000	Division:	Water & Sewer Improvements	November 7, 2000	
	Program:			

Project or Item Requested:
Aditional funding is requested for the Water & Sewer Improvements portion of the Dickson Street Enhancement Project.

Project or Item Deleted:
None. A portion of the funding remaining for Water & Sewer Cost Share project is proposed for this adjustment.

Justification of this Increase:
Construction engineering services required by the project were in excess of the original estimated amount.

Justification of this Decrease:
Sufficient funds remain to meet the project requirement for 2000.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Waterline Improvements	20,405	4470	9470		5808	00	99027	0010

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Waterline Improvements	20,405	4470	9470		5808	00	97021	0020

Approval Signatures

Requested By — 10-25-00 Date

Budget Manager — 10-25-00 Date

Department Director — 10-31-00 Date

Admin. Services Director — 10/31/00 Date

Mayor — 10/31/00 Date

Budget Office Use Only

Type: A B C **D** E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

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STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of November 7, 2000

FROM:

John Maguire — Name
_____ — Division
Administration — Department

ACTION REQUIRED: Approval of an engineering agreement with Garver Engineers, 3810 Front St, Suite 10, Fayetteville, for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the North, Mountain St. on the South, Church Ave. On the West and on the East by the buildings that front Block Ave. Approval of a budget adjustment and contingency is also required.

COST TO CITY:

$244,008 — Cost of this Request
-0- — Category/Project Budget
_____ — Category/Project Name

470-970-5314-02 — Account Number
-0- — Funds Used To Date
_____ — Program Name

00064 — Project Number
-0- — Remaining Balance
Sales Tax Capital — Fund

BUDGET REVIEW: ____ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — 10/30/00
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — 10-30-00 Date
City Attorney — 10-30-00 Date
Purchasing Officer — 10-31-00 Date

GRANTING AGENCY: _____

ADA Coordinator — Date
Internal Auditor — Danny Smith — 10/30/00 Date
Grant Officer — Date

STAFF RECOMMENDATION:

Division Head — Date — Cross Reference

Department Director — Date — New Item: **Yes** **No**
Admin. Svcs. Director — 10/27/00 Date — Prev Ord/Res #: _____
Mayor — 10/31/00 Date — Orig Contract Date: _____

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

y Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor & City Council

From: John Maguire - Administrative Services Director

Date: October 27, 2000

Subject: Consultant Agreement for the Design of a Mult -Level Parking Deck

Proposals for the design of a multi-level parking deck to be constructed on the existing city owned parking lot bounded by Center St. on the North, Mountain St. on the South, Church Ave. on the west and the buildings that front Block Ave. on the East were sent to seven architectural and/or engineering firms that had been selected by a committee composed of Alderman Robert Reynolds, Don Bailey, Jim Beavers, Perry Franklin, Charles Venable, and myself.

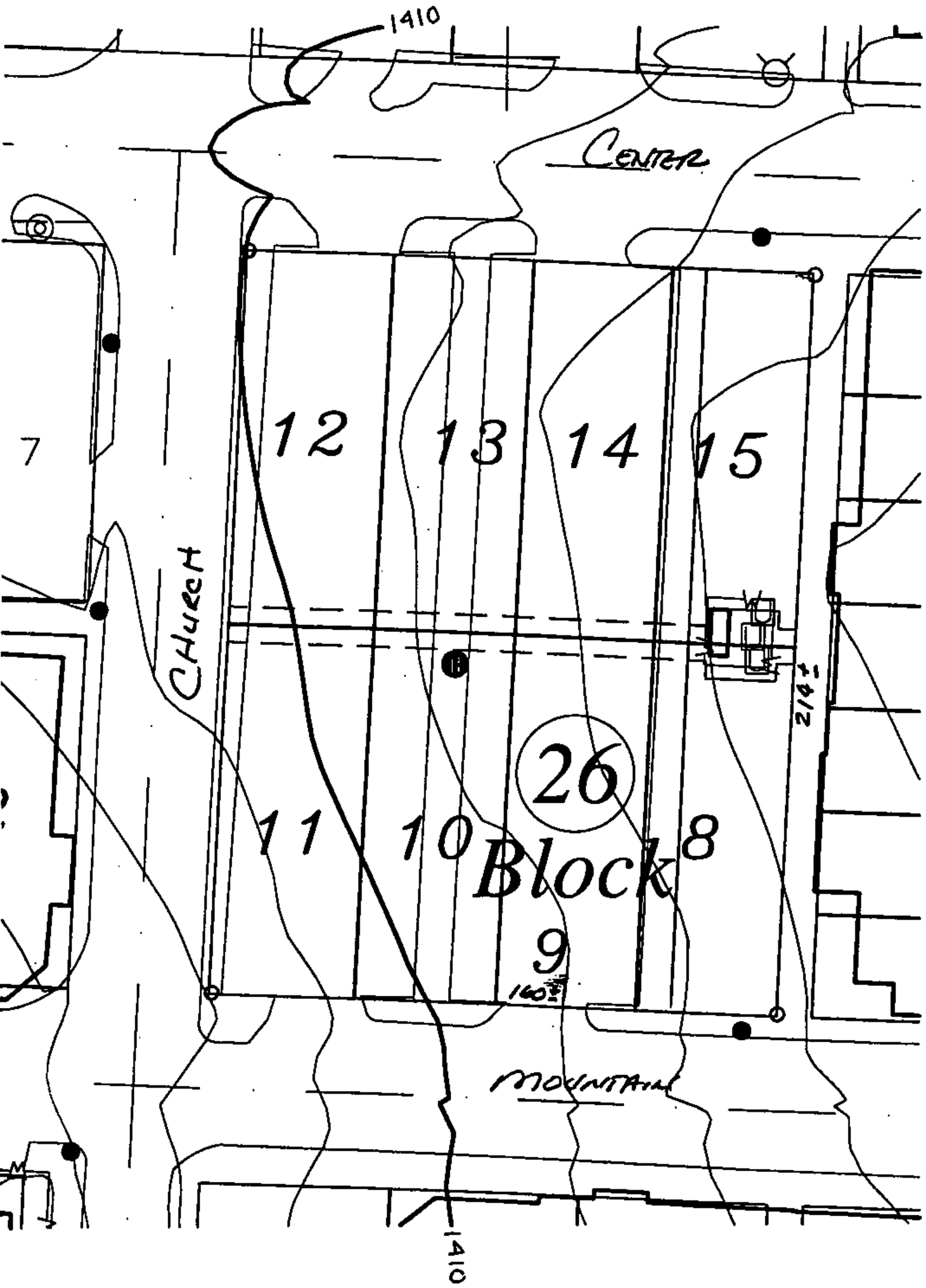
Five proposals were received from the firms on August 18, 2000. Two of the firms selected had joined with two other firms. Proposals were received from: (1) Cromwell Architects Engineers in association with Walker Parking Consultants, (2) Wittenberg, Delony & Davidson, Inc. Architects in association with McClelland Engineers, (3) Garver Engineers in association with Foster/Witsell, Evans & Rasco Architects, (4) The Benham Group Architects & Engineers and (5) Hailey/Amirmoez Associates Architects in association with Carter & Burgess, Inc. and Walker Parking Consultants.

Four of the firms were selected for interviews, with the Benham Group not being interviewed. Interviews were held on September 14, 2000 and following the interviews the Garver Engineering Firm was selected as the first choice of the Committee.

Negotiations then followed and the attached agreement which includes the preliminary and final design, plans, specifications, bidding service, construction contract administration, and observation, surveys, geotechnical information, and architectural model, landscaping design, maintenance of traffic, revenue control studies and reimbursable expenses.

The total cost of the agreement is not to exceed an amount of $244,008, including all of the above items. It is expected that the project will be ready for contract by late spring or early summer of 2001, with the construction time estimated to be about 9 months from the time of beginning.

ng Mon Jan 13: 10: 36 2000



PROPOSED PARKING DECK
SITE

SCALE: 1" = 50'

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ___ day of _____ 2000, by and between the City of Fayetteville acting by and through its Mayor, hereinafter called the "OWNER," and with Garver Engineers, with offices located at 3810 Front Street, Suite #10, Fayetteville, hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to design a **multi-level parking deck** in the City of Fayetteville; and whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and whereas the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II - DESCRIPTION OF THE PROJECT

The project generally refers to the planning, design, bidding, and construction support services for a multi-level parking deck to be constructed on the existing municipal parking lot bounded by Mountain Street, Center Street, and Church Avenue and by the alley behind the old Campbell Bell Building. This contract will be based on designing three levels, including the ground level, with the ability to design and construct two or three additional levels in the future. The existing transformers and associated utility lines are to remain in place and the deck layout and configuration are to accommodate this. The deck will have the ability to be attached to a future deck across Center Street by a future skybridge.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any specifications, standards, and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the "ENGINEER" on magnetic media. The "OWNER" will also pay for newspaper advertisements, and agency review fees outside of this agreement. Construction materials quality assurance and control testing will be provided by the construction contractor and is not a part of this agreement.

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

Preliminary Design
The "ENGINEER" will accomplish the following.

Phase 1:

1. Give brief consideration to different deck layouts and configurations and recommend one deck layout and configuration to the City for review and approval. Preliminary floor plans of the recommended deck layout and configuration will be provided. Building elevations and sections will not be provided.
2. Attend meetings with the City as required.

Phase 2:

1. Provide schematic architectural floor plans, elevations, and building sections for review and approval.
2. Attend meetings with the City as required.

Phase 3:

1. Provide construction plans to approximately 30% completion except for mechanical items. Preliminary mechanical items will be addressed in a narrative included with the 30% construction plans. Plans will be of sufficient detail for submittal to the City for large-scale plan review.
2. Provide submittals and coordination with the City during the large scale development review process. Garver will lead this effort.
3. Provide opinion of probable construction cost.
4. Coordinate with utility owners for possible relocations. Garver will submit copies of the proposed improvements to the utility owners. If any utility conflicts are encountered, design of any utility relocation will be accomplished by the utility owner or, if directed by the City, will be designed as additional work under "Special" Services.

Final Design
Final Design Documents will include the following:

1. Parking deck with three levels including the ground level. Documents will include structural, architectural, electrical, and mechanical components. Design of revenue control, security, surveillance, and communication systems are not a part of this agreement, unless directed by the Owner as Special Services.
2. Perimeter walkways.
3. Driveways for access to and from street.
4. Drainage design. No formal drainage report will be required.
5. Interior and exterior signage.

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

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

The "ENGINEER" shall provide surveying and mapping as required for the "OWNER'S" use in preparing Right-of-Way/Easement documents.

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

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

Unless the Owner prefers and provides a specific construction contract, the Engineer will furnish an industry standard construction contract form for review by the City Attorney.

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

SECTION V - COORDINATION WITH "OWNER"

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

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) sets of preliminary plans to the "OWNER".

SECTION VIII - FINAL SUBMISSION

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

A. One (1) copy of all design calculations.
B. Three sets of final plans, contract documents, and specifications.
C. The originals of all drawings, specifications, and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 14 software.
D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

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

During the "Bidding" phase of the project, the "ENGINEER" shall dispense construction contract documents to prospective bidders (at the cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, recommend award, prepare construction contracts, and issue a Notice to Proceed letter to the Contractor.

During the "Construction Contract Administration" phase of work, the "ENGINEER" shall accomplish the following:

1. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.
2. Attend progress/coordination meetings with the City/Contractor.
3. Attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Evaluate and respond to construction material submittals and shop drawings.
6. Prepare record drawings.
7. Provide periodic site visits at intervals appropriate to the stage of construction or as otherwise agreed to in writing by the Engineer and the Owner for the 270-calendar-day construction

contract performance time. The construction contract documents will require the prime construction contractor to hire a consultant to provide quality control and assurance testing and construction observation of the work during construction. As such the Engineer is not responsible for the construction observation duties required to be performed by the construction contractor's consultant.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER". The Engineer has made agreements with Foster/Witsell, Evans & Rasco for architectural services and with Grubbs, Hoskyn, Barton, & Wyatt for geotechnical investigation. Copies of these subconsultant contracts are attached. Execution of this agreement is evidence of the approval of these two subconsultant contracts.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete each phase in accordance with the schedule shown in Section XII.

SECTION XII - FEES AND PAYMENTS

A. "Basic" Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" an amount equal to **6.5** percent of the construction cost. The breakdown for each phase is estimated as follows:

Preliminary Design	1.87%
Final Design	2.82%
Bidding Services	0.26%
Construction Support Services	1.55%
	6.50%

The construction cost is defined as the final cost of the work performed by the Contractor and paid by the Owner, or $3 million, whichever is greater. In addition the Engineer shall be compensated for work designed and specified but not incorporated into the construction or final work. For work for which a bid has been received, the Owner shall use the lowest qualified bid received for that work for adjusting compensation to the Engineer. For work for which no qualified bid was received, the Owner shall use the Engineer's construction cost estimate for that work for adjusting compensation to the Engineer. In either case the compensation adjustment increase shall be based on the sum of the percentage fees above for the Preliminary and Final Design Phases, and Bidding Phases for work bid. No deduction shall be made from the Engineer's compensation for any liquidated damages or other amounts withheld from payments to the Contractor.

The basis of this estimated fee is contained in Appendix "A" attached hereto. Subject to the City

Council's approval, adjustment of the fee may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. The "ENGINEER" may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the "OWNER".

Invoices shall be submitted to the City for payment on a monthly basis in proportion to the amount of work accomplished as estimated by the Engineer. Since the final construction amount, and any appropriate adjustments as discussed above, will be unknown during the Engineer's performance of this contract, invoice amounts will be based on a percentage of the Engineer's estimated construction cost. Once the final construction contract amount is determined, engineering fees will be adjusted to the percentage in this contract.

The City will make every effort to pay such invoices within 30 days of the date the invoice is approved. However, payment within 30 days is not guaranteed, and the City will not be held liable for interest or late fees due to delayed or late payment.

B. "Geotechnical Investigation" Services:

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" the lump sum amount of **$7,000**.

C. "Special" Services:

Surveying
The "ENGINEER" will accomplish topographical and boundary surveys to support design of the parking deck. Surveys provided by the City will be used as a reference. Since site conditions will have a direct effect on preliminary deck layout and design, topographic and utility surveys will be performed before start of the Preliminary Design phase. For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" a lump sum amount of **$10,000** for Surveying Services.

Architectural Model
The "OWNER" has directed the "ENGINEER" to prepare an architectural model of the proposed parking deck for use by the City. This model will be submitted to the City at the time the Preliminary Plans are submitted. The model will be at a 1" = 20' scale and a maximum size of 36" x 36". Adjacent streets and buildings will be shown. The "OWNER" agrees to pay the "ENGINEER" a lump sum fee of **$6,000** for this model.

Landscape Design
The "ENGINEER" shall provide landscape design for the project during the final design phase and will incorporate this design into the construction contract documents. The "OWNER" agrees to pay the "ENGINEER" a lump sum fee of **$6,500** for landscape design.

Maintenance of Traffic and Contractor's Staging Area Plan
The "ENGINEER" shall provide a maintenance of traffic plan for the project during the final design phase and will incorporate this plan into the construction contract documents. This plan will give consideration to the construction sequence and the contractor's staging area. The "OWNER" agrees to pay the "ENGINEER" a lump sum fee of **$3,500** for the maintenance of traffic and contractor's staging area plan.

Revenue Control System Design
If directed by the Owner, the Engineer shall prepare an engineering report of the features of the proposed revenue control system for review and approval by the Owner prior to final design. The design effort shall include the geometry, layout, traffic control and monitoring devices, revenue fee computers, pre-fabricated toll booths, communications, conduit, and wiring for an on-site attended or un-attended system as chosen in the report. The "OWNER" agrees to pay the "ENGINEER" a lump sum fee of **$10,000** for revenue control system design, if requested in writing by the Owner.

Additional Work
For additional "Special" services, not specifically covered by this agreement but requested by the Owner in writing, the "OWNER" shall pay the "ENGINEER" at the rates shown in Appendix B, plus reimbursable expenses. These rates will increase 6% annually with the first increase being effective September 1, 2001.

"Special" Services may include, but are not limited to, the following at the written direction of the "OWNER":

1. Any design, detailing, or coordination required to temporarily or permanently relocate the existing NBC satellite dishes.
2. Any design, detailing, or coordination required to relocate or to accommodate utility operations for the existing transformers, switches, and associated underground utility lines.
3. Any design or detailing required to relocate other existing utilities for the project.
4. Any traffic services other than preparation of the Maintenance of Traffic Plan.
5. Any additional construction support services beyond those describe under Basic Services.

Each phase of the Engineer's services shall be completed in accordance with the following schedule:

Phase Description	Calendar Days
Topographical and Boundary Surveys	20 days from NTP
Geotechnical Engineering	45 days from NTP
Preliminary Design - Phase 1	30 days from NTP
Preliminary Design - Phase 2	25 days from Approval of Preliminary Design - Phase 1
Preliminary Design - Phase 3	30 days from Approval of Preliminary Design - Phase 2
Architectural Model Preparation	30 days from Approval of Preliminary Design - Phase 2
Final Design	60 days from Approval of Preliminary Design - Phase 3
Bidding Services	Estimated at 45 days
Construction Support Services	Estimated at 270 days

D. Reimbursable Expenses:

The "OWNER" will pay the "ENGINEER" for reimbursable expenses during the project such as printing, reproduction, travel, materials, telecommunications costs, etc. Reimbursable expenses will be identified separately on the monthly invoice and will not exceed **$6,000**, unless approved in writing by the Owner.

SECTION XIII - CHANGES

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

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

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

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of the "OWNER." However, the Owner agrees that these documents shall be used only in conjunction with the construction and maintenance of the specific project at the specified location as prescribed in this agreement. The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

A. Postponement - Should the "OWNER," for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER," who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work,

or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

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

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of $10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville, whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than $10,000 which cannot be solved by negotiation shall be subject to mediation, arbitration, or litigation as may be appropriate.

2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.

4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

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

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

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

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

OWNER

CITY OF FAYETTEVILLE

By: _____

Mayor: _____

ATTEST:
City Clerk

ENGINEER

GARVER ENGINEERS

By: _____

Title: VICE PRESIDENT
Authorized Representative

ATTEST:

APPENDIX A

CITY OF FAYETTEVILLE
PARKING DECK
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FEE SUMMARY

Basic Services		
Preliminary Design	$56,146	1.87% of $3 million
Final Design	$84,530	2.82% of $3 million
Bidding Services	$7,890	0.26% of $3 million
Construction Support Services	$46,442	1.55% of $3 million
Basic Services Total	$195,008	6.50% of $3 million
Special Services		
Surveys	$10,000	
Geotechnical Services	$7,000	
Landscape Design	$6,500	
Maintenance of Traffic/Staging Area Plan	$3,500	
Architectural Model	$6,000	
Revenue Control System Design	$10,000	
Expenses	$6,000	
	$49,000	
Total Estimated Fee	**$244,008**	

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CITY OF FAYETTEVILLE
PARKING DECK
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SURVEYS

WORK TASK DESCRIPTION	Senior Project Manager $120 hr	Project Manager $92 hr	Senior Project Engineer $87 hr	Project Engineer $78 hr	Senior Design Engineer $69 hr	Design Engineer $60 hr	Project Surveyor $68 hr	Survey Coord $52 hr	Environ-mental Scientist $69 hr	Geologist $66 hr	Senior Tech./ Draftsman $64 hr	Tech. / Draftsman $48 hr	Clerical $36 hr	Survey Crew $120 hr	Senior Constr Engineer $64 hr	Const Engineer $60 hr	Senior Constr Observer $64 hr	Constr Observer $60 hr	
1. Civil Engineering																			
Topographic Surveys	0	1	0	0	0	0	38	0	0	0	0	0	0	24	0	0	0	0	
Boundary Survey	0	0	0	0	0	0	32	0	0	0	0	0	0	18	0	0	0	0	
Subtotal - Civil Engineering	0	1	0	0	0	0	70	0	0	0	0	0	0	42	0	0	0	0	
Hours	0	1	0	0	0	0	70	0	0	0	0	0	0	42	0	0	0	0	
Salary Costs	$0.00	$92.00	$0.00	$0.00	$0.00	$0.00	$4,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,040.00	$0.00	$0.00	$0.00	$0.00	$9,892.00

SUBCONSULTANTS

Foster/WER	$0.00
Grubbs, Hoskyn, Barton & Wyatt	$0.00

DIRECT NON-LABOR COSTS

Reproduction/Printing	$0.00
Survey Supplies	$25
Aerial Photography	$0.
GPS Equipment	$0.00
Travel Costs	$25.00
	$50.00

TOTAL COST: **$9,942.00**

APPENDIX A

CITY OF FAYETTEVILLE
PARKING DECK

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	Senior Project Manager $120 hr	Project Manager $92 hr	Senior Project Engineer $87 hr	Project Engineer $78 hr	Senior Design Engineer $88 hr	Design Engineer $80 hr	Project Surveyor $88 hr	Survey Coord $52 hr	Environ-mental Scientist $88 hr	Geologist $85 hr	Senior Tech./ Draftsman $64 hr	Tech. / Draftsman $48 hr	Clerical $38 hr	Survey Crew $120 hr	Senior Constr Engineer $84 hr	Const Engineer $80 hr	Senior Const Observer $84 hr	Constr Observer $60 hr
1. Civil Engineering																		
Preliminary Plans - Complete to Approximately 30%																		
Site Plan		2		6		12						8						
Grading and Drainage Plan		2		6		12						8						
Striping Plan - Ground Level		1		1		4						6						
Striping Plan - 1st Level		1		1		4						6						
Striping Plan - 2nd Level		1		1		4						6						
Typical Details		1		2		2						4						
Meetings		6		4														
Opinion of Probable Construction Cost		2		3		4												
Subtotal - Civil Engineering	0	16	0	28	0	42	0	0	0	0	0	38	0	0	0	0	0	0
2. Structural Engineering																		
Preliminary Plans - Complete to Approximately 30%																		
Ground Level Plan - North Half		6				18						18						
Ground Level Plan - South Half		6				18						18						
1st Elevated Level Plan - North Half		10				16						16						
1st Elevated Level Plan - South Half		10				16						16						
2nd Elevated Level Plan - North Half		10				16						16						
2nd Elevated Level Plan - South Half		10				16						16						
Typical Details		4				16						8						
Opinion of Probable Construction Cost		10				16												
Meetings/Quality Control		12				10												
Subtotal - Structural Engineering	0	76	0	0	0	146	0	0	0	0	0	104	0	0	0	0	0	0
3. Mechanical Engineering																		
Narrative for Standpipe, Deck Drainage & Misc. HVAC		3			6													
Meetings/Quality Control		3																
Opinion of Probable Construction Cost		3			6													
Subtotal - Mechanical Engineering	0	9	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Preliminary Plans - Complete to Approximately 30%																		
Ground Level Plan - North Half				3								3						
Ground Level Plan - South Half				3								3						
1st Elevated Level Plan - North Half				3								3						
1st Elevated Level Plan - South Half				3								3						
2nd Elevated Level Plan - North Half				3								3						
2nd Elevated Level Plan - South Half				3								3						
Typical Details				3								4						
Meetings/Quality Control	6			6														
Opinion of Probable Construction Cost	2			6														
Subtotal - Electrical Engineering	8	0	0	35	0	0	0	0	0	0	0	22	0	0	0	0	0	0
Hours	8	101	0	63	12	188	0	0	0	0	0	164	0	0	0	0	0	0
Salary Costs	$960.00	$9,292.00	$0.00	$4,914.00	$828.00	$11,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,146.00

SUBCONSULTANTS	
Forler/WER	$21,000.00
Grubbs, Hoskyn, Barton & Wyatt	$0.00
DIRECT NON-LABOR COSTS	
Reproduction/Printing	$1,000.00
Survey Supplies	$0.00
Aerial Photography	$0.00
GPS Equipment	$0.00
Travel Costs	$800.00
	$1,800.00
TOTAL COST:	$37,946.00

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CITY OF FAYETTEVILLE
PARKING DECK
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FINAL DESIGN

WORK TASK DESCRIPTION	Senior Project Manager $120 hr	Project Manager $92 hr	Senior Project Engineer $87 hr	Project Engineer $78 hr	Senior Design Engineer $89 hr	Design Engineer $80 hr	Project Surveyor $88 hr	Survey Coord $52 hr	Environmental Scientist $89 hr	Geologist $86 hr	Senior Tech./ Draftsman $64 hr	Tech. / Draftsman $46 hr	Clerical $36 hr	Survey Crew $120 hr	Senior Constr Engineer $84 hr	Const Engineer $80 hr	Senior Constr Observer $84 hr	Constr Observer $80 hr
1. Civil Engineering																		
Final Plans																		
Site Plan		2		6		10						6						
Grading and Drainage Plan		2		6		10						6						
Striping Plan - Ground Level		1		1		5						4						
Striping Plan - 1st Level		1		1		5						4						
Striping Plan - 2nd Level		1		1		5						4						
Typical Details 1		1		1		1						4						
Typical Details 2		1		1		1						4						
Typical Details 3		1		1		1						4						
Specifications/Contract Documents		10		16														
Meetings		4		4		4												
Opinion of Probable Construction Cost		2		6		6												
Subtotal - Civil Engineering	0	26	0	44	0	48	0	0	0	0	0	40	0	0	0	0	0	0
2. Structural Engineering																		
Final Plans																		
Ground Level Plan - North Half		6				12						14						
Ground Level Plan - South Half		5				12						14						
1st Elevated Level Plan - North Half		10				16						18						
1st Elevated Level Plan - South Half		10				16						18						
2nd Elevated Level Plan - North Half		10				16						18						
2nd Elevated Level Plan - South Half		10				16						18						
Foundation Details 1		3				16						18						
Foundation Details 2		3				16						4						
Foundation Details 3		3				16						4						
Framing Details 1		3				16						4						
Framing Details 2		3				16						4						
Framing Details 3		3				16						4						
Framing Details 4		3				16						4						
Framing Details 5		3				16						4						
Specifications		22				10							8					
Opinion of Probable Construction Cost		10				10												
Meetings\Quality Control		12				6												
Subtotal - Structural Engineering	0	116	0	0	0	244	0	0	0	0	0	174	0	0	0	0	0	0
3. Mechanical Engineering																		
Final Plans																		
Ground Level Plan - North Half					3							5						
Ground Level Plan - South Half					3							5						
1st Elevated Level Plan - North Half					3							5						
1st Elevated Level Plan - South Half					3							5						
2nd Elevated Level Plan - North Half					3							5						
2nd Elevated Level Plan - South Half					3							5						
Specifications		4			14								8					
Meetings/Quality Control		6			6													
Opinion of Probable Construction Cost		3			8													
Subtotal - Mechanical Engineering	0	13	0	0	46	0	0	0	0	0	0	36	8	0	0	0	0	0
4. Electrical Engineering																		
Final Plans																		
Ground Level Plan - North Half				4								5						
Ground Level Plan - South Half				4								5						
1st Elevated Level Plan - North Hal				4								5						
1st Elevated Level Plan - South Hal				4								5						
2nd Elevated Level Plan - North Hal				4								5						
2nd Elevated Level Plan - South Hal				4								5						
Specifications				16									8					
Meetings\Quality Control	4			8														
Opinion of Probable Construction Cost	2			8														
Subtotal - Electrical Engineering	6	0	0	56	0	0	0	0	0	0	0	30	8	0	0	0	0	0
Hours	6	157	0	100	46	292	0	0	0	0	0	274	28	0	0	0	0	0
Salary Costs	$720.00	$14,444.00	$0.00	$7,800.00	$3,174.00	$17,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,152.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,530.00

SUBCONSULTANTS	
Foster/WER	$27,906.00
Grubbs, Hoskyn, Barton & Wyatt	$0.00
DIRECT NON-LABOR COSTS	
Reproduction/Printing	$1,000.00
Survey Supplies	$0.00
Aerial Photography	$0.00
GPS Equipment	$0.00
Travel Costs	$800.00
	$1,800.00
TOTAL COST:	$86,136.00

PPENDIX A

ITY OF FAYETTEVILLE
ARKING DECK
AGE 5 OF 6

BIDDING SERVICES

WORK TASK DESCRIPTION	Senior Project Manager $120 hr	Project Manager $92 hr	Senior Project Engineer $87 hr	Project Engineer $78 hr	Senior Design Engineer $69 hr	Design Engineer $60 hr	Project Surveyor $58 hr	Survey Coord $52 hr	Environ-mental Scientist $69 hr	Geologist $66 hr	Senior Tech / Draftsman $64 hr	Tech. / Draftsman $48 hr	Clerical $36 hr	Survey Crew $120 hr	Senior Constr Engineer $64 hr	Const Engineer $60 hr	Senior Constr Observer $64 hr	Constr Observer $60 hr
Civil Engineering																		
spense plans and specs to prospective bidders		1		3								4	6					
Addendums/Inquiries		2		3														
Pre-Bid Meeting		2																
Bid Opening		2																
Prepare bid tabulation				2									4					
Evaluate bids and recommend award		1																
Prepare construction contracts		2		4									4					
Notice to Proceed		1																
Subtotal - Civil Engineering	0	11	0	12	0	0	0	0	0	0	0	4	14	0	0	0	0	0
2. Structural Engineering																		
Addendums		4				4						4						
Pre-Bid Meeting		8											1					
Subtotal - Structural Engineering	0	12	0	0	0	4	0	0	0	0	0	4	1	0	0	0	0	0
3. Mechanical Engineering																		
Addendums		1		2								2						
Subtotal - Mechanical Engineering	0	1	0	2	0	0	0	0	0	0	0	2	0	0	0	0	0	0
4. Electrical Engineering																		
Addendums				3								2						
Subtotal - Electrical Engineering	0	0	0	3	0	0	0	0	0	0	0	2	0	0	0	0	0	0
Hours	0	24	0	17	0	4	0	0	0	0	0	12	15	0	0	0	0	0
Salary Costs	$0.00	$2,208.00	$0.00	$1,326.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$576.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,890.00

SUBCONSULTANTS	
Foster/WER	$3,000.00
Grubbs, Hoskyn, Barton & Wyatt	$0.00
DIRECT NON-LABOR COSTS	
Reproduction/Printing	$1,200.00
Survey Supplies	$0.00
Aerial Photography	$0.00
GPS Equipment	$0.00
Travel Costs	$200.00
	$1,400.00
TOTAL COST:	$9,290.00

APPENDIX A

CITY OF FAYETTEVILLE
PARKING DECK

CONSTRUCTION SUPPORT SERVICES

WORK TASK DESCRIPTION	Senior Project Manager $120 hr	Project Manager $92 hr	Senior Project Engineer $87 hr	Project Engineer $78 hr	Senior Design Engineer $69 hr	Design Engineer $60 hr	Project Surveyor $68 hr	Survey Coord $52 hr	Environ-mental Scientist $69 hr	Geologist $66 hr	Senior Tech./ Draftsman $64 hr	Tech. / Draftsman $48 hr	Clerical $36 hr	Survey Crew $120 hr	Senior Constr Engineer $64 hr	Const Engineer $60 hr	Senior Constr Observer $64 hr	Constr Observer $60 hr	
1. Civil Engineering																			
Preconstruction Meeting		2		2											4				
Utility Coordination Meeting		2		2		2									2				
Progress Meetings with Contractor/City		12													12				
Construction Observation		10		20											120				
[illegible]thly Pay Requests		4											12		33				
[illegible]p Drawings/Material Submittals		2		4											4				
Record Drawings		2		2								8			8				
Subtotal - Civil Engineering	**0**	**34**	**0**	**30**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**0**	**183**	**0**	**0**	**0**	
2. Structural Engineering																			
Preconstruction Meeting		8																	
Shop Drawings		8				32													
Site Trips - as appropriate for the stage of construction		72																	
Contractor's Request for Information		6				6													
Coordination of Construction Submittals		8																	
Record Drawings		4				6						10							
Subtotal - Structural Engineering	**0**	**106**	**0**	**0**	**0**	**44**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	
3. Mechanical Engineering																			
Shop Drawings		2			6														
Site Trips		8			8														
Contractor's Request for Information		2			4														
Record Drawings		2			4							6							
Subtotal - Mechanical Engineering	**0**	**14**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	
4. Electrical Engineering																			
Shop Drawings	1			8															
Site Trips				16															
Contractor's Request for Information	2			4															
Record Drawings				5								6							
Subtotal - Electrical Engineering	**3**	**0**	**0**	**33**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	
[illegible]rs	**3**	**154**	**0**	**63**	**24**	**46**	**0**	**0**	**0**	**0**	**0**	**30**	**12**	**0**	**183**	**0**	**0**	**0**	
Salary Costs	**$360.00**	**$14,168.00**	**$0.00**	**$4,914.00**	**$1,656.00**	**$2,760.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,440.00**	**$432.00**	**$0.00**	**$11,712.00**	**$0.00**	**$0.00**	**$0.00**	**$37,442.00**

SUBCONSULTANTS

Foster/WER	**$9,000.00**
Grubbs, Hoskyn, Barton & Wyatt	**$0.00**

DIRECT NON-LABOR COSTS

Reproduction/Printing	$350.00
Survey Supplies	$0.00
Aerial Photography	$0.00
GPS Equipment	$0.00
Travel Costs	$2,200.00
	$2,550.00
TOTAL COST:	**$48,992.00**

Appendix B
Fayetteville Multi-Level Parking Deck
Garver Engineers
Hourly Rate Schedule

Classification	Regular
Senior Project Manager	$120.00
Project Manager	$92.00
Senior Project Engineer	$87.00
Project Engineer	$78.00
Senior Design Engineer	$69.00
Senior Construction Engineer	$64.00
Construction Engineer	$60.00
Design Engineer/Designer	$60.00
Environmental Scientist	$69.00
Geologist	$66.00
Senior CADD Technician	$64.00
CADD Technician	$48.00
Senior Construction Observer	$64.00
Construction Observer	$60.00
Project Surveyor	$68.00
Survey Coordinator	$52.00
Survey Crew	$120.00
Clerical	$36.00
GPS Equipment (per hour)	$45.00

October, 2000

Garver Engineers
A. 7. Page 22

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Administrative Services	November 7, 2000	
	Division:	Administrative Services		
	Program:	Sales Tax Capital		

Project or Item Requested:

To initiate a Multi-Level Parking Deck capital project by adding $280,609.

Project or Item Deleted:

To recognize $280,609 in additional Sales Tax Revenue.

Justification of this Increase:

The funding is needed for a engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by the streets of Center, Mountain, and Church.

Justification of this Decrease:

Currently the City has received over $300,000 in additional Sales Tax Revenue than was budgeted Year to Date.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Engineering Services	280,609	4470	9470		5314	02	00064	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Sales Tax Revenue	280,609	4470	0947		4104	00		

Approval Signatures

Requested By		Date
Budget Manager		10-27-00 Date
Department Director		Date
Admin. Services Director		10/31/00 Date
Mayor		10/31/00 Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

C:\DATA\FORMS\BA-ADJ\BADJF435.WK4

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of November 7, 2000

FROM:

W.A.Oestreich (Name) | Fleet Operations (Division) | Administrative Services (Department)

ACTION REQUIRED:

Acceptance of the State of Arkansas Contract Award ST-01-0194, Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO"(53) and modifications to "Radio" with authorization to purchase 7 units. The Vendor for this Purchase will be Landers Ford, 4600 S. University Ave, Little Rock, AR 72204

COST TO CITY:

Cost: $151,313.00 Trade Allowance: N/A Net Cost: $151,313.00

$151,313.00 Cost of this Request	$ 622,144.00 Category/Project Budget	Repl/Exp Police/Pass. Vehicle Category/Project Name
9700-1920-5802.00 Account Number	$ 285,726.00 Funds Used To Date	Vehicles & Equipment Program Name
98066 Project Number	$ 336,418.00 Remaining Balance	Shop Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager — 10-2400 Date — ADA Coordinator — Date

City Attorney — 11-24-00 Date — Internal Auditor — 10/24/00 Date

Purchasing Officer — 10-24-00 Date

STAFF RECOMMENDATION:

Authorization to Purchase Item #7-Arkansas Contract Award ST-01-0194.

Division Head — 10-23-00 Date

Department Director — Date

Administrative Services Director — 10/24/00 Date

Mayor — 10/26/00 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW
____ the Fayetteville City Council meeting of November 7, 2000

FROM:

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

ACTION REQUIRED:

Acceptance of the State of Arkansas Contract Award ST-01-0194, Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO"(53) and modifications to "Radio" with authorization to purchase 7 units. The Vendor for this Purchase will be Landers Ford, 4600 S. University Ave, Little Rock, AR 72204

COST TO CITY:

Cost: $151,313.00 Trade Allowance: N/A Net Cost: $151,313.00

$151,313.00 — Cost of this Request	$ 622,144.00 — Category/Project Budget	Repl/Exp Police/Pass. Vehicle — Category/Project Name
9700-1920-5802.00 — Account Number	$ 285,726.00 — Funds Used To Date	Vehicles & Equipment — Program Name
98066 — Project Number	$ 336,418.00 — Remaining Balance	Shop — Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	10-2400 — Date	ADA Coordinator	Date
City Attorney	11-24-00 — Date	Internal Auditor — Nancy Smith	10/24/00 — Date
Purchasing Officer — P Vice	10-24-00 — Date		

STAFF RECOMMENDATION:

Authorization to Purchase Item #7-Arkansas Contract Award ST-01-0194.

Division Head — William A Oestreich	10-23-00 — Date	Cross Reference
Department Director	Date	New Item: Yes No
Administrative Services Director — Doug Maguire	10/24/00 — Date	Prev Ord/Res #:
Mayor — Fred Thomas	10/26/00 — Date	Orig Contract Date:

POLICE VEHICLE
A. 8 Page 1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW
for the Fayetteville City Council meeting of November 7, 2000

FROM:

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

ACTION REQUIRED:

Acceptance of the State of Arkansas Contract Award ST-01-0194, Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO"(53) and modifications to "Radio" with authorization to purchase 7 units. The Vendor for this Purchase will be Landers Ford, 4600 S. University Ave, Little Rock, AR 72204

COST TO CITY:

Cost: $151,213.00 Trade Allowance: N/A Net Cost: $151,213.00

$151,213.00	$ 622,144.00	Repl/Exp Police/Pass. Vehicle
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 285,726.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98066	$ 336,418.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

	10-24-00				
Accounting Manager	Date	ADA Coordinator		Date	
	11-24-00			10/24/00	
City Attorney	Date	Internal Auditor		Date	
	10-24-00				
Purchasing Officer	Date				

STAFF RECOMMENDATION:

Authorization to Purchase Item #7-Arkansas Contract Award ST-01-0194.

10-23-00		Cross Reference
Division Head	Date	
		New Item: **Yes** **No**
Department Director	Date	
10/24/00		Prev Ord/Res #: _____
Administrative Services Director	Date	
10/26/00		Orig Contract Date: _____
Mayor	Date	

CITY OF FAYETTEVILLE
FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 23, 2000

SUBJECT: ACCEPTANCE OF STATE CONTRACT AWARD ST-01-0194

Reference the attached Agenda Request for the Acceptance of the State of Arkansas contract Award ST-01-0194, Item #7, 2001 Ford Crown Victoria Police Interceptor Vehicle including Option IO and upgrade of radio equipment. The Vendor for this purchase will be Landers Ford, 4600 S. University Ave., Little Rock, AR 72204. These are budgeted items for the calendar year 2000.

The Contract Award dated September 27, 2000, is included along with the Vendor information, Bid Specifications and Pricing Information.

The item listed complies with the original specifications developed by the City of Fayetteville for vehicles of this type and size. Therefore it will be to our advantage to utilize the State Bid for our pricing structure. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered. .

This recommendation has been reviewed by the Police Department, Fleet Operations Division and the Equipment Committee.

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

ITEM 7. Full Size Police Interceptor Sedan

** Landers Ford
2001 Ford Crown Victoria Police Interceptor - 4 Door - 3 Units @ $21,495.00, 4 Units @ $21,707.00. This should provide units that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS 7 COMPLETE UNITS:

ITEM 7. Landers Ford **TOTAL BID AWARD:** **$151,313.00**

The budgeted amount for items in this Category/Project is $622,144.00 in account 9700-1920-5802.00, Project 98066. With the purchase of these items at $151,313.00 we will have a balance remaining of $185,105.00 for additional vehicles and equipment scheduled for the balance of this calendar year and for the next budget year in this Category/Project.

P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF PORTIONS OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

BUYER: WILLIAM BOTTORFF, C.P.M. CONTRACT/BID NO.: ST-01-0194

DESCRIPTION: VEHICLES
CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2001 2000

CONTRACT VALUE: N/A
COMMODITY CLASS(ES): 070-05,42,48,90
PURCHASE REQUEST NO.: N/A
AGENCY CONTACT/PHONE: N/A
DELIVERY REQUIREMENTS: AS SPECIFIED

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:
AS SPECIFIED WITHIN

DELIVER TO:
AS SPECIFIED WITHIN

CONTRACT AWARD TO:
SEE PAGE 2.

CONTACT NAME:
TELEPHONE NO.:
FAX NO.:
VENDOR NO.:
FEDERAL I.D. NO.:

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: Jon R. Bibbs DATE: 9-26-2000

DEPARTMENT OF FINANCE AND ADMINISTRATION
P.O. Box 2940
LITTLE ROCK • 72203

OFFICE OF
STATE PURCHASING
PHONE (501) 324-9316
FAX (501) 324-9311
osp@dfa.state.ar.us

POLICE VEHICLE
A. 8 Page 5

MEMORANDUM

TO: All State Agencies

FROM: William Bottorff, C.P.M., Buyer III, State Purchasing

DATE: SEPTEMBER 27, 2000

SUBJECT: Date error on ST-01-0194--Vehicles

The contract term for the vehicle contract should be 9-26-00 through 6-30-2001. Please make this change.

STATE OF ARKANSAS
CONTRACT AWARD

****

Motor Vehicle Acquistion Revolving Fund
PO Box 2485
Little Rock, AR 72203

ST-01-0194/A

Line Items: 1-14, 16-25, 28-30, 37-39, 42-48

Landers Chrysler-Dodge Jeep, Inc.
Attn: David Wills
PO Box 1649
Benton, AR 72018
Phone: 501-315-7100
Fax: 501-303-7121
Fed ID 71-0678164

ST-01-0194/B

Line Items: 31, 32, 40, 41

Landers Ford
Attn: David Wills
PO Box 1649
Benton, AR 72018
Phone: 501-315-7100
Fax: 501-303-7121
Fed ID 71-0472936

ST-010194/C

Line Item: 36

AUTOMOBILES, VANS AND TRUCKS

I. PURPOSE AND INTENT

It is the intent of this Invitation for Bid to solicit and obtain competitive bids as a basis for establishing a contract under which the State of Arkansas and Cooperative Purchasing Program Participants may purchase cars, vans, light trucks and one (1) ton trucks.

II. TERM OF CONTRACT

Term of this contract will be from Date of Award through June 30, 2001. Availability of individual line items will depend on factory order cut-off dates. Many items will have cutoff dates by April-May of 2001.

III. QUANTITIES

Actual quantities of vehicles that will be ordered are not known at this time. On last years contract, the State of Arkansas ordered approximately 615 various vehicles within the scope of this bid, total from all sources was over 1225..

IV. SPECIFICATIONS

All vehicles shall be new and shall be the latest model of proven performance and in standard production by manufacturer at time of delivery. Bidder's offering must conform to the State of Arkansas Specifications referenced herein. Copies of the specifications may be obtained by contacting the Office of State Purchasing. Specifications for these vehicles are minimum and bidders may bid more than one (1) model for each type, but they must meet or exceed the minimum specifications.

V. WARRANTY

The supplier warrants each vehicle to be of good material and workmanship and agrees to promptly replace any part or parts, when the vehicle is returned to the suppliers place of business or a pre-approved location, which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of thirty-six (36) months or 36,000 miles, whichever comes first, from the date of delivery. If such failure renders the vehicle incapable of being driven, the supplier will be responsible for having the vehicle transported to his place of business. If such failure takes place outside the suppliers service area, the supplier will be responsible for reimbursing the nearest authorized dealer for services rendered under this warranty. Tires are exempted from this warranty but must be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

This warranty applies to Police Pursuit Vehicles starting with the date the vehicle is put in service.

****

ACKNOWLEDGEMENTS

Awarded vendors must send, to the ordering entity, an order acknowledgement within 10 days after receipt of order .

VII. DELIVERY

Bid prices must include delivery of all vehicles to the ordering agency regardless of location with-in the State of Arkansas. Bidder will be required to state approximate delivery in the space provided for each vehicle. If delivery time stated is considered excessive by the Office of State Purchasing your bid for that vehicle will be rejected. Failure to deliver the vehicle within the stated time will be cause to cancel the contract for that vehicle. If cancellation occurs the Office of State Purchasing may purchase the vehicles and charge the difference (if any) to the defaulting contractor.

VIII. ORDERING VEHICLES

All vehicles as defined by Arkansas Code Annotated of 1987 at section 22-8-206, will be ordered by the Department of Finance & Administration, Administrative Services. Vehicles not covered by Arkansas Code Annotated of 1987 at section 22-8-206, will be ordered by Ordering Agency after notifying the Office of State Purchasing.

IX. PRICE INCREASES

Price increases will be allowed if the manufacturer has a general price increase on any model on the contract. However, the price increase must be documented by a letter from the manufacturer and only that amount will be allowed. The effective date of the increase will be 10 days after Office of State Purchasing accepts it. The successful vendor(s)must guarantee that the ordering agency will receive the full general price decrease or rebate amount the manufacturer offers on any vehicle(s) within this contract.

X. SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.(Notice # XI for co-op participants.)

XI. COOPERATIVE PURCHASING PROGRAM PARTICIPANTS NOTE:

In order to provide the discounted prices offered in this procurement package to both the State and the Cooperative Purchasing Program participants, the vehicle bidders must receive timely payment, payment for partial shipment on multiple vehicle orders, and have all required approvals obtained prior to order placement. All these conditions are being met by state agencies, who are required to have sufficient funds and approvals before orders are placed and to make prompt payment for vehicles as received. It is incumbent upon Cooperative Purchasing participants to have all approvals obtained and funds available to complete the purchasing transaction in a prompt manner. Most of the dealers have fifteen days from

the time a vehicle leaves the factory to pay the manufacturers. In order to continue to receive the fleet pricing, you must ensure prompt payment for each vehicle as it is received.

XII. OTHER VEHICLES

Vehicles which do not conform to the State of Arkansas Standard Specifications and have been approved for purchase will be bid on an individual basis.

XIII. OPTIONS

Bidders please note that option prices bid may be a determining factor in award of this Contract (if it is in the State's best interest).

XIV. AWARD AND REQUIREMENTS

This contract will be awarded, by item, to the lowest responsive responsible bidder meeting specifications for all vehicles listed herein. Bidder must also meet all requirements set forth by the Arkansas Motor Vehicle Commission, (501-682-1428), prior to bidding.

XV. ADDITIONAL OPTIONS NOT SPECIFIED:

Agencies/Awarded Vendors can not add options to vehicle purchases from this contract unless the option is referenced within this IFB/Contract for that vehicle.

XVI. ONE TON VEHICLES

Except for agencies that are exempt, it is required when agencies are ordering One (1) Ton vehicles from this contract that the original approved MV-6 form and a copy of the agency purchase order be sent to the Office of State Purchasing, attention: Vehicle Buyer.

XVII. CONTRACT EXTENSION

Upon agreement of all parties, the state reserves the right to extend the term of this contract, by line item, through June 30, 2002. Item IX on allowable price increases would apply. The delivery times would be extended during the time between old model cut-off and new model introduction to a time agreed to by the manufacturers.

Item #7

VENDOR

Type LAA - Four (4) Door Large Police Pursuit Sedan $21,446.00 LANDERS FORD

MFG AND MODEL FORD CROWN VIC

ENGINE SIZE 4.6 L V-8

Approximate delivery 120 days A.R.O.

OEM alternate fuel vehicle $N/A
Multi-fuel - Gasoline/Compressed Natural Gas (CNG)

ENGINE SIZE _____

Approximate delivery ____ days A.R.O.

OPTIONS:

53. IO. Roof reinforcement for light bar installation $76.00

54. MO. Delete Spotlight: Spotlight may be deleted for Credit (deduct) $<136.00>

55. OO. Spotlight (additional, to be installed front passenger side). $160.00

56. VO. Delete ABS Brakes (deduct) $<400.00>

57. VI. Delete anti-slip rear axle (deduct) $<70.00>

WL. Full size spare, tire to match others on vehicle. $STANDARD

58. ZI. Street Appearance Package: Chrome grill, side moldings, full size wheel covers, change police engine markings. $200.00
(NOTE: AUTOMATICALLY DELETES SPOTLIGHTS)

STAFF REVIEW FORM

_____ AGENDA REQUEST
__X__ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of November 7, 20000

FROM:

Sid Norbash — Engineering — Public Works
Name — Division — Department

ACTION REQUIRED: (a)Approval of the Change Order #5 to the Construction Contract with Basic Construction Co., Inc. for Hwy 265 Widening (Hwy 45 to Hwy 16) - Water & Sewer Relocations Phase II. (b)Approval of the related Budget Adjustment. (c)Approval of combining all of the Phase I and Phase II Contingency amounts for the total project contingency.

COST TO CITY:

$251,132.02	$3,028,543	Hwy 265 Water & Sewer Reloc.
Cost of this Request	Category/Project Budget	Category/Project Name
5400-5600-5808-00	$2,618,494	Water & Sewer
Account Number	Funds Used To Date	Program Name
99 20 (extra work) 97043-20	$240,491.00 ✓	Water & Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __X__ Budgeted Item __X__ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J. Cramer — Accounting Manager — 10-31-00 Date
_____ — ADA Coordinator — _____ Date

_____ — City Attorney — 10/31/00 Date
Danny Smith — Internal Auditor — 10/31/00 Date

P Nice — Purchasing Officer — 10/31/00 Date

STAFF RECOMMENDATION: Approval of the Change Order #5.

Jim Beavers — Division Head — 10/31/00 Date

Charles Vandiver — Department Director — 10/31/00 Date

Kim McGuire — Administrative Services Director — 10/31/00 Date

Fred Thomas — Mayor — 10/31/00 Date

Cross Reference

New Item: **Yes**__ **No X**

Contract #: 755
Resolution # 16-00

Orig Contract Date: 2-1-00

Staff Review Form

Description/ Hwy 265 Water & Sewer Reloc. Meeting Date 11-7-2000
Project Name C.O. # 5

Comments: Reference Comments:

get Director

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director
Jim Beavers, City Engineer

From: Sid Norbash, Staff Engineer

Date: October 30, 2000

Re: **Highway 265 (Hwy 45 to Hwy 16) Widening / Water & Sewer Relocations - Construction Contract with Basic Construction Co., Inc. Change Order #5**

The above referenced project has been under construction since February of 2000, and good progress has been made, and at this time the project is approximately 90% complete.

Per request of the Staff, an additional 491 feet of 24 inch water main is being proposed to be added to the construction contract with Basic Construction Co., Inc. This change will ease the access to the main in case of emergency.

The Staff requests that the Council approve the following:

(a) Change Order #5 to the construction Contract with Basic Construction Co.. Inc. in the amount of $251,132.02.

(b) The related budget adjustment, in the amount of $120,000.

(c) Approval of combining all of the Phase I and Phase II Contingency amounts for the total project contingency.

The Council has approved $130,000 contingency for the Phase I, and $210,796 for the Phase II portion, for a total of $340,796. To date $100,305 of the contingency has been used, leaving a balance of $240,491. The Staff is proposing to use $131,132 of the balance of contingency amount, and is requesting a budget adjustment in the amount of $120,000 additional funds for this project. This will leave an amount of $109,359 for the total project contingency.

SN/sn
Attachments: Vicinity Map
Copy of the change order #5
Budget Adjustment

RESOLUTION NO. 119-99

A RESOLUTION AWARDING BID NO. 99-72 IN THE AMOUNT OF $1,301,170, PLUS A PROJECT CONTINGENCY IN THE AMOUNT OF $130,000 TO BASIC CONSTRUCTION COMPANY, FOR WIDENING HIGHWAY 265, WATER & SEWER RELOCATIONS; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards Bid No. 99-72 in the amount of $1,301,170, plus a project contingency in the amount of $130,000 to Basic Construction Company, for widening of Highway 265, water & sewer relocations; and authorizes the Mayor and City Clerk to execute a contract for said amount. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of $92,511 increasing Water Line Improvements, Acct. 5400 5600 5808 00, Project No. 99072 20 by decreasing Water Line Improvements, Acct. No. 5400 5600 5808 00, Project 97021 20. A copy of the budget adjustment is attached hereto marked Exhibit B and made a part hereof.

PASSED AND APPROVED this 21st day of September, 1999.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Theresa L Johnson - Deputy
Heather Woodruff, City Clerk

RESOLUTION NO. 16-00

A RESOLUTION AWARDING BID NO. 2000-11, IN THE AMOUNT OF $2,107,961, TO BASIC CONSTRUCTION COMPANY, INC., FOR PHASE II, HIGHWAY 265 WATER AND SANITARY SEWER RELOCATIONS; APPROVING A 10% CONTRACT CONTINGENCY IN THE AMOUNT OF $210,796.10; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards Bid No. 2000-11, in the amount of $2,107,961, to Basic Construction Company, Inc., for Phase II, Highway 265 water and sanitary sewer relocations, and authorizes the Mayor and City Clerk to execute a contract for said amount. A copy of the is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a 10% contract contingency in the amount of $210,796.10.

Section 3. The City Council hereby approves a budget adjustment in the amount of $1,117,786 increasing Water Line Improvements, Acct. No. 5400 5600 5808 00, Project No. 97043 20, in the amount of $470,786 and Building Cost, Acct. No 5400 5600 5804 00, Project No. 98076 20 by decreasing Use of Fund Balance, Acct. No. 5400 0940 4999 99. A copy of the budget adjustment is attached hereto marked Exhibit "B" and made a part hereof.

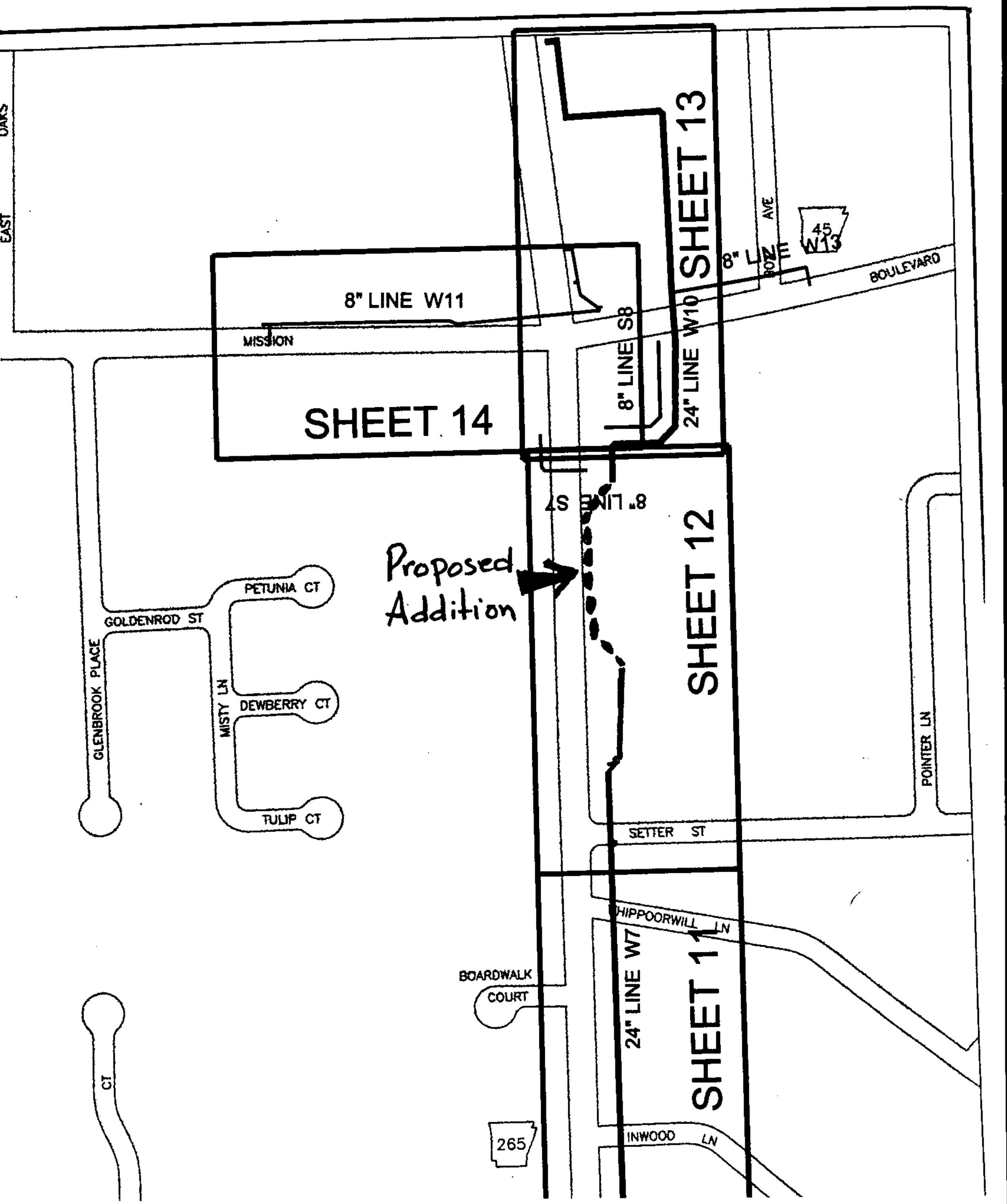
PASSED AND APPROVED this 1st day of February, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



SHEET 13
SHEET 14
SHEET 12
SHEET 11
8" LINE W11
8" LINE W13
8" LINE S8
24" LINE W10
8" LINE S7
24" LINE W7
Proposed Addition
MISSION
BOULEVARD
AVE
45
PETUNIA CT
GOLDENROD ST
GLENBROOK PLACE
MISTY LN
DEWBERRY CT
TULIP CT
POINTER LN
SETTER ST
HIPPOORWILL LN
BOARDWALK COURT
INWOOD LN
265
CT
EAST
OAKS

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Public Works	October 31, 2000	
	Division:	Water & Sewer		
	Program:	Capital Water Mains		

Project or Item Requested:
Additional funding is requested for the Highway 265 Water & Sewer Relocation project.

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

Justification of this Increase:
The Highway 265 Water & Sewer Relocation project budget needs to be increased to fund a change order that adds 491 lineal feet of 24" waterline. This change is needed due to site conditions.

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

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Water Line Improvements	120,000	5400	5600		5808	00	97043	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	120,000	5400	0940		4999	99		

Approval Signatures

Requested By	10-31-00 Date
Budget Coordinator	10-31-00 Date
Department Director	10-31-00 Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\Bud_Adj\BA_2000\HWY265W2.WK4

CHANGE ORDER

OWNER: CITY OF FAYETTEVILLE
PROJECT NAME: HIGHWAY 265 WATER AND SEWER RELOCATIONS, PHASE 2

Sheet 1 of 2
Change Order 5

LOCATION: FAYETTEVILLE, ARKANSAS
CONTRACTOR: BASIC CONSTRUCTION CO,, INC.

Project No. 18-148500
Date: October 30, 2000

I. DESCRIPTION OF CHANGES INVOLVED:

The following changes are made to the Contract Documents:

A) It is necessary to add 491 feet of 24" ductile iron pipe to the W-7 water main north of station 71+70 and to make connections to various points on the existing main. Since the line will be immediately adjacent to the new edge of proposed Route 265 pavement, the Arkansas Highway department requires that the line be covered with slurry mix concrete backfill. In addition to the 491 feet of additional 24" line, some smaller pipe and several connections must be made and a portion of the existing sanitary sewer will be rerouted. The unit prices for the work are reflected on the attachment appended to this change order and reflect contract units added or adjusted to meet the conditions shown on the plans for the line relocation.

ADJUSTED CONTRACT PRICE

II CHANGE ORDER CONDITIONS

1) An addition to the contract amount is made in the amount of TWO HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED THIRTY TWO AND 2/100 ($251,132.02) DOLLARS for the labor and material referred to above.

2) The adjusted contract price is therefore the sum of TWO MILLION FOUR HUNDRED FOUR THOUSAND NINE HUNDRED NINETY EIGHT AND TWO/100 ($2,404,998.02) DOLLARS.

5) This Change Order unless otherwise provided herein does not relieve the Contractor from strict compliance with all provisions of the Original Contract and where unit items are set forth herein, they shall, unless otherwise stated or shown on the plans, be deemed to be as described and contained within the Original Contract. All of the provisions of the Original Contract with respect to guarantees shall apply to this work as well. Should any other unit item be required which is not shown here, the provisions of the Original Contract, including the provisions for compensation shall apply..

ATTACHMENT TO CHANGE ORDER 5

ITEM NO.	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	491	LF	24" DI PIPE	87	42717
2	25	EACH	FIELD LK GSKT	400	10000
3	1	LS	DEPTH OV 5'	LS	16000
4	10	LF	12" DI PIPE	56	560
5	110	LF	8" DI PIPE	65	7150
6	2	EACH	2" CONNECT	800	1600
7	20	LF	2" PIPE	20	400
8	1	EACH	1" CONN /6"	600	600
9	20	LF	1" PIPE	18	360
10	1	EACH	CUT/PLG 12"	1750	1750
11	10	LF	16"CMP	30	300
12	75	LF	16" SPLT CASE	80	6000
13	4.5	TON	DI FITTINGS	6000	27000
14	1	EACH	8" GATE VLVE	750	750
15	1	LS	TRCH SFTY	7500	7500
16	2	EACH	FIRE HYDRNT	2400	4800
17	335	SY	R & R 6" PCC	40	13400
18	28	SY	4" SDWLK	40	1120
19	1	LS	R & R CHNL	LS	10000
20	1	LS	EROSION CNTL	2000	2000
21	1	EACH	8 X 8 TPNG SLV	2200	2200
22	1	EACH	TIE 24" WTR LN	6000	6000
24	1	EACH	SLVG HYDRNT	200	200
25	1	LS	ROCK EX	LS	12000
26	1	EACH	NEW MTR BX	500	500
27	1	LS	TRAFFIC CNTR	LS	5000
28	40	TON	CL 7 AGGR BF	16	640
29	400	CY	SLURRY BF	60	24000
30	200	CY	HLSD BF	8	1600
31	35	LF	8" PVC	60	2100
32	1	EACH	CN 8"PVC/MH	750	750
33	9	VF	4' SAN MH	170	1530
34	30	LF	4" PVC SERV	50	1500
35	1	EACH	CN 4" PVC/MH	760	750
36	1	EACH	CT/PLG 8" SWR	200	200
37	90	SY	GRASS SOD	3	270
38	490	SY	GR SEED/MLC	1.5	735
39	65	CY	TOPSOIL	9	585
40	2	EACH	1" CONN/8"LN	750	1500
41	1	EACH	24" BTRFL VLV	5500	5500
42	1	EACH	R & R 2"VL ADP	350	350
43	1	EACH	RAISE EX MH 2'	500	500
44	1	EACH	8" TIE IN	2000	2000
45	1	EACH	8" CUT & PLUG	1500	1500
46	300	LF	CURB & GUTTR	20	6000
47	1	EACH	ADD FIRE HYD	5000	5000
TOTAL					236917
ADD	1	LS	MOBILIZATION	LS	11845.85
ADD	1	LS	BOND	LS	2369.17
TOTALS THIS CHANGE ORDER					251132.02

III ADJUSTMENTS IN CONTRACT TIME

1) The completion date for the contract is revised to November 30, 2000 for total completion.

IV ADJUSTMENTS IN AMOUNT OF CONTRACT

1) Amount of Original Contract	$2,107,961.00
2) Net Addition due to all previous Change Orders	$ 45,905.00
3) Amount of Contract not including this Change Order	$ 2,153,866.00
4) Addition to Contract due to this Change Order	$ 251,132.02
5) Amount of Contract including this Change Order	$2,404,998.02

RECOMMENDED FOR ACCEPTANCE:_____ _____
(For RJN Group, Inc.) Date

ACCEPTED: CONTRACTOR:

By _____ _____
Signature of Authorized Representative Date

OWNER: CITY OF FAYETTEVILLE, ARKANSAS

By _____ _____
Signature of Authorized Representative Date

Botanical Garden Society of the Ozarks, Inc.
Annual Report – 2000

Master Planning

- The Portico Group returned in October for the 2nd phase of Master Planning

- Included meetings with:
  - The Society's Board of Directors, Master Planning Committee, and staff
  - Hal Brown & Floyd Watson at the Environmental Study Center
  - Friends of Lake Fayetteville reps (consists of many Springdale residents as well)
  - A representative of Mt. Bikers Assoc. – David Renko –discussing trail
  - Hanna Lee – neighbor to the south of site – their concerns
  - Parks Dept. staff – Eric Schult, Terry Gulley, Lisa Paschal, Connie Edmonsten
  - Tim Conklin, City Planner - discussed ordinances, requirements, conditional use permits, etc..
  - David Glasser, Director of Community Design Center

- Accomplished:
  - new conceptual (bubble)diagrams of the site (will present)
  - conceptual overall 'theme' for the garden; all programming evolves around this
  - concepts for collections planning; plant collections are essential to a botanical garden
  - initiation of the mission statement for the Botanical Garden of the Ozarks
  - plan of action for master plan to comply with city's planning ordinances, codes, approvals, etc.
  - estimates for size and cost of visitor/education center
  - estimates for total cost of construction and operation of garden
  - development of garden construction phasing
  - additional research of the Ozarks (visit to Shiloh Museum); this helps to guide planning – for example architectural styles
  - rough draft of written portion of Master Plan
  - time-line/strategy developed for the continued planning phases (will present)

- A final presentation of the 2nd phase of Master Planning was held on Oct. 4, 2000

Fundraising

- Proposals has been submitted to:
  - City of Fayetteville for $58,700 for the 3rd and final phase of the Master Planning
  - Stanley Smith Horticultural Trust for $20,000 for operations
  - Community Care Foundation for $64,000 for operations
  - Advertising & Promotions Commission for $17,000 for promotional projects

- "Giving Tree" recognition of donors – generate funding for next planning phases

- Our Strategic Plan –fundraising consultant, capital campaign, more regional & statewide support

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.
FAYETTEVILLE, ARKANSAS

FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 1999
WITH

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Gonzalez & Gollon, CPA's, P.A.
CERTIFIED PUBLIC ACCOUNTANTS G&G

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

DECEMBER 31, 1999

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Gonzalez & Gollon, CPA's, P.A. CERTIFIED PUBLIC ACCOUNTANTS
64 West Colt Square Drive • Fayetteville, Arkansas 72703
TEL (501) 521-0451 • FAX (501) 442-2923

Rosann P. Gonzalez, CPA
Camille E. Gollon, CPA

To The Board of Directors
Botanical Garden Society of the Ozarks, Inc.
Fayetteville, Arkansas

Independent Accountants' Review Report

We have reviewed the accompanying statement of assets, liabilities, and net assets - cash basis of the Botanical Garden Society of the Ozarks, Inc. (a nonprofit corporation) as of December 31, 1999 and the related statements of revenues, expenses, and changes in net assets – cash basis, statement of functional expenses – cash basis, and statement of cash flows – cash basis for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of the Botanical Garden Society of the Ozarks, Inc.

A review consists primarily of inquiries of organization personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with the modified cash basis of accounting, as described in Note 1.

Gonzalez & Gollon

Gonzalez & Gollon, CPA's, P. A.
Certified Public Accountants

Fayetteville, Arkansas
July 13, 2000

Botanical Garden Society of the Ozarks, Inc.
Statement of Assets, Liabilities and Net Assets - Cash Basis
For the Year Ended December 31, 1999

ASSETS

Cash	$ 8,827
Investments - (Note 2)	1,427
Property and Equipment - (Note 3)	33,988
Total Assets	44,242

LIABILITIES AND NET ASSETS

Liabilities	
Payroll Taxes Payable	471
Total Liabilities	471
Net Assets	
Unrestricted	43,316
Temporarily Restricted - (Note 4)	455
Total Net Assets	43,771
Total Liabilities and Net Assets	$ 44,242

See Independent Accountants' Review Report and accompanying notes

Botanical Garden Society of the Ozarks, Inc.
Statement of Revenues, Expenses and Changes in Net Assets - Cash Basis
For the Year Ended December 31, 1999

	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL
Revenues -			
Contributions	$ 24,305	$ 3,000	$ 27,305
Membership renewals	8,420		8,420
Membership new	3,752		3,752
Grants		9,000	9,000
Special events and T-shirts - (Note 5)	18,497		18,497
Trip	3,837		3,837
Rent - (Note 6)	3,000		3,000
Investment income - (Note 2)	672		672
Net assets released from restrictions	34,045	(34,045)	
Total Revenues	96,528	(22,045)	74,483
Expenses -			
Program Services			
Education	14,406		14,406
Membership	4,024		4,024
Planning and property	6,761		6,761
Total Program Services	25,191		25,191
Supporting Services			
Management and general	12,424		12,424
Board development	1,265		1,265
Fundraising - (Note 5)	22,897		22,897
Total Supporting Services	36,586		36,586
Total Expenses	61,777		61,777
Increase <Decrease> in Net Assets	34,751	(22,045)	12,706
Net Assets at Beginning of Year - (Note 4)	8,565	22,500	31,065
Net Assets at End of Year	$ 43,316	$ 455	$ 43,771

See Independent Accountants' Review Report and accompanying notes

Botanical Garden Society of the Ozarks, Inc.
Statement of Functional Expenses - Cash Basis
For the Year Ended December 31, 1999

	PROGRAM SERVICES				SUPPORTING SERVICES				TOTAL EXPENSES
	EDUCATION	MEMBERSHIP	PLANNING AND PROPERTY	TOTAL	MANAGEMENT AND GENERAL	BOARD DEVELOPMENT	FUNDRAISING	TOTAL	
Continuing Education	$ 735	$ -	$ -	$ 735	$ -	$ -	$ -	$ -	$ 735
Event Expense		105		105			9,723	9,723	9,828
Film/Photo	192		95	287		6	43	49	336
Insurance				-	988			988	988
Miscellaneous		40	16	56	32		679	711	767
Office	176	23	6	205	743	44		787	992
Payroll	4,087	1,022	5,108	10,217	1,022	1,022	8,173	10,217	20,434
Payroll Taxes	313	78	391	782	78	78	625	781	1,563
Postage	681	1,020	13	1,714	387	40	481	908	2,622
Printing, Typing and Copying	3,156	1,700	48	4,904	578	75	2,345	2,998	7,902
Professional Fees	150			150				-	150
Project Plants, Seeds, Etc.			297	297				-	297
Promotional Items	151			151			706	706	857
Rent - (Note 6)				-	5,400			5,400	5,400
Telephone				-	1,515			1,515	1,515
Travel	4,646		490	5,136	33			33	5,169
Utilities				-	1,360			1,360	1,360
Visa and Bank Charges	55	4		59	57		90	147	206
Volunteer Expense	64	32	297	393			32	32	425
Depreciation				-	231			231	231
Totals	$ 14,406	$ 4,024	$ 6,761	$ 25,191	$ 12,424	$ 1,265	$ 22,897	$ 36,586	$ 61,777

See Independent Accountants' Review Report and accompanying notes

BOTANICAL GRD
C. 1 Page 7

Botanical Garden Society of the Ozarks, Inc.
Statement of Cash Flows - Cash Basis
For the Year Ended December 31, 1999

Cash Flows From Operating Activities-	
Increase <decrease> in net assets	$ 12,706
Adjustments to reconcile change in net assets to cash provided by operations	
Depreciation	231
Realized loss on sale of investments	600
Unrealized gain on investments	(382)
Non cash donation of stock	(1,096)
Increase in payroll taxes payable	64
Net cash provided by operating activities	12,123
Cash Flows From Investing Activities:	
Proceeds of sale of investments	3,534
Acquisition of property and equipment	(34,219)
Net cash <used> by investing activities	(30,685)
Cash Flows From Financing Activities:	
Net cash provided by financing activities	
Net increase <decrease> in cash	(18,562)
Beginning Cash	27,389
Ending Cash	$ 8,827

Noncash investing activities in 1999 consisted of the acquisition of $1,096 in stock by a donation.

See Independent Accountants' Review Report and accompanying notes

Botanical Garden Society of the Ozarks, Inc.
Notes to the Financial Statements
For the Year Ended December 31, 1999

Note 1 - Nature of Activities and Summary of Significant Accounting Policies

Nature of Activities

Botanical Garden Society of the Ozarks, Inc. (BGSO) was organized in 1993 to assist in the creation, establishment, development, and maintenance of a botanical garden for public use in Northwest Arkansas. BGSO is a membership organization that provides educational programs as well as fundraising for the Garden. BGSO is supported primarily through donor contributions, grants, fundraising events, and memberships. Approximately 11% of BGSO's revenue for 1999 was received from the City of Fayetteville, Arkansas. Also, 20% of BGSO's revenue for 1999 was received from one contributor.

Basis of Accounting

The financial statements of BGSO have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Accordingly, revenue is recorded when received rather than when earned and expenses are recorded when paid rather than when the obligation is incurred. Modifications to the cash basis of accounting include recording depreciation on property and equipment and accruing payroll taxes.

Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standard Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statements of Not-for-Profit Organizations.* Under SFAS No. 117 BGSO is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, BGSO considers all highly unrestricted liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions

BGSO has also adopted SFAS No. 116, *Accounting for Contributions Received and Contributions Made.* Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted net assets depending on the absence or existence and nature of any donor restrictions.

Donated Assets

Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation.

Botanical Garden Society of the Ozarks, Inc.
Notes to the Financial Statements
For the Year Ended December 31, 1999

Note 1 - Nature of Activities and Summary of Significant Accounting Policies (continued)

Donated Property and Equipment

Donations of property and equipment are recorded as contributions at their estimated fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, BGSO reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. BGSO reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Donated Services

Donated services are recognized as contributions in accordance with SFAS No. 116, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by BGSO. During 1999 no amounts have been reflected in the financial statements for donated services as BGSO generally paid for services requiring specific expertise. Volunteers also provided management and general and fundraising services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under SFAS No. 116 were not met.

Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Expense Allocation

Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services on the basis of estimated time or expense. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of BGSO.

Income Tax Status

BGSO was incorporated as a non-profit organization on January 6, 1994 under the laws of the State of Arkansas and related federal statutes. BGSO is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code. In addition, BGSO qualifies for the charitable contribution deduction under Section 170 (b) (1) (A) and has been classified as an organization other than a private foundation under Section 509 (a) (1).

Botanical Garden Society of the Ozarks, Inc.
Notes to the Financial Statements
For the Year Ended December 31, 1999

Note 1 - Nature of Activities and Summary of Significant Accounting Policies (continued)

Investments

BGSO carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Assets, Liabilities, and Net Assets - Cash Basis. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Revenues, Expenses, and Changes in Net Assets - Cash Basis.

Property and Equipment

All acquisitions of property and equipment and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using the straight-line method.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Revenues, Expenses, and Changes in Net Assets - Cash Basis as net assets released from restrictions.

Note 2 - Investments

Investments at December 31, 1999 are as follows:

	Fair Market Value	Cost
22 Shares Wal-Mart	$1,427	$523

Investment income for 1999 consisted of the following:

Interest and dividends	$ 890
Realized loss on sale of investments	< 600>
Unrealized gain on investments	382
Total investment income	$ 672

Botanical Garden Society of the Ozarks, Inc.
Notes to the Financial Statements
For the Year Ended December 31, 1999

Note 3 - Property and Equipment

Property and equipment at December 31, 1999 are as follows:

	Cost	Accumulated Depreciation	Net Book Value
Office Furniture and Equipment	$ 1,258	$ 231	$ 1,027
Buildings	2,545		2,545
Master Plan	30,416		30,416
	$ 34,219	$ 231	$ 33,988

Depreciation expense for 1999 was $231.

All of the property and equipment was acquired in 1999. The $2,545 in buildings is a maintenance shed which was begun in 1999 and will be completed in 2000, at which time it will be depreciated over its useful life. The Master Plan completed in 1999 is a preliminary plan. The final Master Plan is to be completed in 2000 at which time depreciation will be recorded over the estimated useful life.

Note 4 - Temporarily Restricted Net Assets

During 1999, BGSO received $3,000 for the construction of the maintenance shed described in Note 3. At December 31, 1999, $455 of this contribution was unspent and available for the completion of the shed.

At December 31, 1998, BGSO had $22,500 of temporarily restricted net assets, all of which were expended in 1999. These were a $20,000 grant to fund the director's 1999 salary and a $2,500 contribution for the fundraising dance which was held in February, 1999.

Note 5 - Fundraising

Special event and T-shirt sales revenues in 1999 were $18,497 or approximately 25% of revenues. The cost of these events and sales was $13,208, which is included in the total 1999 fundraising expense of $22,897.

Note 6 - Office Lease

BGSO rents office space in Fayetteville for $450 per month. Total rent paid in 1999 was $5,400. There is no written lease agreement. BGSO sublets part of this office space for $250 per month, a total of $3,000 in 1999. Again, there is no written lease agreement.

Botanical Garden Society of the Ozarks, Inc.
Notes to the Financial Statements
For the Year Ended December 31, 1999

Note 7 - Land Lease

BGSO leases a 100 acre site from the City of Fayetteville for the Botanical Garden of the Ozarks. The site is located between the cities of Fayetteville and Springdale, Arkansas and includes frontage on Lake Fayetteville. The lease, which has no lease payments, is for 25 years.

Under the terms of the lease agreement, four of BGSO's Board of Directors are appointed by the Fayetteville City Council. One of these city appointees is always a current member of the City Parks and Recreation's Advisory Board. This advisory board must approve all building, garden and parking construction plans as well as admission and other fees charged by the Garden.

Note 8 - Fair Values of Financial Instruments

Cash and cash equivalents - Fair value approximates carrying value of $8,827 at December 31, 1999 due to no maturity dates.

Investments (Note 2) are recorded at their quoted market price of $1,427 at December 31, 1999.

Note 9 - Commitments and Subsequent Events

During 1999, work began on a feasibility study of the proposed Garden. The study was completed in April, 2000. During 1999, $7,154 of costs were incurred on this study which were not paid until 2000 and which have not been accrued in these modified cash basis financial statements. The entire feasibility study cost approximately $29,000. In 2000 the Arkansas Department of Parks and Tourism awarded a $10,948 grant for this study. Also in 2000, the City of Fayetteville paid a matching $10,948. The remainder was paid by contributions raised by BGSO.

In May, 2000, the Fayetteville Advertising and Promotions Commission awarded $45,000 towards the continuation of the Master Planning of the Garden.

STAFF REVIEW FORM

XXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of November ~~6~~ 7, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve a bid waiver with Aries Industries for sewer camera system repair in the amount of $17,055.89, and approve a bid contingency of $2,000.

COST TO CITY: Total cost $19,055.49 less $18,055.49 insurance; net loss $1,000

$ 1,000.00	$1,910,558	Self Insurance/Services&Charges
Cost of this request	Category/Project Budget	Category/Project Name
5400-4000-5311.01	$1,653,555	Water/Sewer Admin
Account Number	Funds used to date/committed	Program Name
NA	$ 257,003	Water/Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J Cranor 10-19-00
Accounting Manager — Date

ADA Coordinator — Date

City Attorney — Date 10/20/00

Nancy Smith 10/19/00
Internal Auditor — Date

PVice 10-20-00
Purchasing Officer — Date

STAFF RECOMMENDATION: Approve bid waiver as stated above.

19 Oct 00
Division Head — Date

10-20-00
Department Director — Date

10/23/00
Administrative Services Director — Date

10/23/00
Mayor — Date

Cross Reference:

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

Prev Ord/Res #: _____

Orig Contract Date:____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and the City Council

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer

Date: October 13, 2000

Re: Agenda Item- Bid Waiver, Aries Industries, Sewer Camera System Repair

1. Background. The Water and Sewer Department's sewer televising system vehicle was broken into the weekend of 23 July, 2000. An investigation is underway by the City of Fayetteville police department, and is being integrated into a potentially related Arkansas State Police investigation. The thief took internal components of the camera system as well as a television camera and pulling system. Some of these components were integral to a very unique electrical and equipment panel, making repairs difficult. Thus, it is much better to have the manufacturer make the repair than have someone else try who is not familiar with the equipment. I delayed this request because it looked like we might be able to recover some of our equipment. That no longer appears to be quickly possible.

2. General. We use the sewer line camera system to determine the condition of the insides of our sewer lines. Frequently a line will have a problem at one point causing a choke point which in turn causes the sewer line to back up. By televising, we can identify the exact points which need repair. Otherwise, we might replace an entire line for thousands of dollars when only a point repair is needed for under one thousand. We televise virtually every day, and our sewer repair crews' efforts are all guided by the televising information.

3. Cost. Aries' quote is based on our verbal description and a video tape of the damage. I am requesting a $2,000 bid contingency in case the actual work takes more time and/or materials than what they could see in the video.

4. Budgeting. This loss is being covered by the City's insurance, but we must get the system repaired and then get reimbursed by the insurance company. The insurance company will not deal directly with the manufacturer. The net cost, after insurance, will be $1,000 (the deductible).

5. Staff Recommendation. The Staff recommends approving the bid waiver for a purchase order in the amount of $17,055.89, and approve a bid contingency of an additional $2,000.

Enclosures:
Staff Review Forms
Purchase Requisition
Aries Quotation

\SEWER\CAMERA.WPD

Quote No. 081800-2

Industries, Inc.

N63 W22641 Main Street
Sussex WI 53089

(414) 246-3900 800-234-7205
Fax (414) 246-7099

QUOTATION

Customer

Contact Dan Warford
Company City of Fayetteville
Address 113 W. Mountain St.

City Fayetteville State AR Zip 72701
Phone 501-575-8386 Fax 501-443-1815

Date 8/18/00
Expiration 11/18/00
Salesman Dan Soderstrom
Terms Net-30
Delivery Stock
FOB Destination

Item	Qty	UM	Part No.	Description	Unit Price	TOTAL
1	1	ea	750177	14" Tatung Color Monitor with rack assembly	$785.99	
2	1	ea	VR1630	VCR with rack assembly	$1,466.00	
3	1	ea	75141	Color TV Monitor for surveillance camera	$425.00	
4	1	ea	NPN	CB Radio with speaker and PA switch	$225.00	
5	1	ea	620501 310002	Electric Power Winch with Motor and 1000' of 3/16" cable	$4,418.00	
6	1	ea	EE1000	Eagle Eye Camera, Fixed Focus	$4,829.00	
7	2	ea	LH400	Dual Lo-Profile Lighthead	$598.00	
8	2	ea	LH200	High Performance Lighthead	$510.00	
9	1	ea	610006	6" Skid Assembly	$296.00	
10	1	ea	610000	8" Mainline Skid Assembly	$590.00	
11	2	ea	120810	Hitchpin	$4.50	
12	2	ea	120506	18" TV Bridle for skids	$24.00	
13	2	ea	220432	1/2 NPTM Male Disc	$22.00	
14	2	ea	58027802	8" Coupler	$28.00	
15	2	ea	58027803	10" Coupler	$28.00	
16	2	ea	58027804	12" Coupler	$28.00	
17	2	ea	58027805	15" Coupler	$28.00	
18	1	ea	581002	Guide, LH Lower, Short	$31.10	
19	1	ea	581001	Guide, RH Lower, Short	$31.10	
20	1	ea	581021	Guide, LH Lower, Long	$39.10	
21	1	ea	581014	Guide, RH Lower, Long	$39.10	
				14,455 89		
22		day		Labor to install (per day):	$400.00	
23		lot		Travel expenses, not to exceed:	$1,000.00	

Parts & Eqip. 14,455.89

Labor Per day x 400.00 (EST. 4 DAYS)

Trav. Expenses 1,000.00

SubTotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	

ARIES Industries, Inc.

attached sheet are an integral part of this quotation.

Fayetteville Youth Center
BOYS & GIRLS CLUBS
915 California Drive
Fayetteville, Arkansas 72701 • Phone 442-9242

DATE: November 1, 2000

TO: Members of the Fayetteville City Council

FROM: John Benberg, Executive Director
Fayetteville Boys & Girls Club (Youth Center)

SUBJECT: new facility plans/impact

Per the request made at Tuesday's agenda session I am writing to provide additional information about our proposed new facility and its anticipated benefits to our community. Included in this packet are (1) the August 11 press release announcing our grant award, (2) a letter from Tom Stockland, our Chief Volunteer Officer, about City support for this project, (3) a National Programs brochure from the Boys & Girls Clubs of America (BGCA), and (4) a copy of our most recent sports programs brochure. The architectural renderings of our building will be displayed and referenced in our short presentation to you on November 7th.

Our organization is in the midst of a planned growth cycle—an evolution from "swim and gym" provider to world-class youth development organization with a full continuum of programs, activities and services. This direction is largely based on a strategic plan, developed last year with City support, which featured input from local stakeholders and visits to other communities to view the finest youth facilities in existence. In simplest terms, we have a blueprint for success and are eager to make it happen.

A major step toward implementation of the strategic plan was to re-affiliate with the BGCA, a move made last fall. In re-joining this international organization, we gained access to their extensive menu of age and gender appropriate programs (see enclosed brochure) that are perfect complements to our existing recreational sports foundation. So, we now have programmatic tools to teach life skills, develop leadership abilities, enhance academic achievement and prepare youth for employment that can be implemented quickly with adequate resources and space. Other benefits from the BGCA affiliation include ready-made staff and Board development packages, outcome measures for certain programs, organizational effectiveness evaluations, model polices/manuals and a direct connection to over 50,000 industry professionals around the globe.

Another benchmark on our path to excellence is the recent establishment of a permanent Branch Unit at Jefferson Elementary School in the southeast quadrant of town. Our presence there will provide youth a safe, structured and supervised alternative for the after-school time period that concerns parents and others the most. On a related note, we are seeking federal grant funds for an Outreach Program that would allow us to deliver youth and family oriented programs directly to local subsidized housing communities. New members acquired through the Branch Unit and any Outreach Program will benefit from the new facility too as we are committed to a transportation system that provides them access on par with all other local youth.

Just the prospect of a new facility has given momentum to negotiating new and mutually beneficial partnerships. Of late the University of Arkansas has expressed interest in improving retention rates and we can help young people better prepare for the post-secondary school experience. Corporate employers are looking for better personnel and we have programs specifically designed to offer just that. Civic organizations seek human causes with value and we provide such. Other funders seek assurances their investments are well placed and we welcome those inquiries. There is literally no end to the synergies that might be created with the lever of a state-of-the-art facility for youth.

If we are able to build and operate a new facility such as the one proposed, the impact will be dramatic and permanent. More young people will have a safe and positive place to go after school and on weekends. More young people will be able to develop a positive relationship with a caring adult, something that unfortunately fewer homes seem to provide these days. More young people will have access to a variety of developmental programming—whether it is help with homework, physical activity programs, computer training or any number of other possibilities—so they can acquire the tools necessary to succeed. Less obvious, but no less significant, will be the tremendous boost in self-concept that young members will realize when given access to a new and exciting place to call their own.

We want to be a leader and catalyst toward making Fayetteville a national model for how a community supports it youth, and ask for your support toward meeting that goal.

To: Fayetteville City Council
From: Tom Stockland, Chief Volunteer Officer
Fayetteville Youth Center d/b/a Fayetteville Boys & Girls Club

As you know, the Fayetteville Boys & Girls Club has received a grant in excess of nine and a quarter million dollars from the Donald W. Reynolds Foundation. In 1995, the citizens of Fayetteville approved the HMR taxes. The taxes were specifically advertised to address several capital needs including renovation of the Fayetteville Youth Center. In 1996, the Fayetteville Youth Center began the process of attempting to renovate its facility through work with an architect. The renovation was estimated to cost roughly five million dollars that made funding solely from HMR prohibitive. The Fayetteville Youth Center applied for a grant from the Donald W. Reynolds Foundation for approximately four and a half million dollars to be used in the renovation of the current Fayetteville Youth Center. Although making it through several stages of the grant process to the site visit, we were notified that for a grant to be considered that a strategic plan would be necessary. It was the belief of the Donald W. Reynolds Foundation's staff that there had not been enough long term planning to justify the renovation of the building. The Donald W. Reynolds foundation provided a grant of about $60,000 to pay a portion of the stategic plan, the City of Fayetteville made a commitment of nearly $100,000 and the Fayetteville Youth Center paid the remaining portion of the plan. Through the strategic plan, we learned that we could not meet the needs and desires of our citizens through a renovation of the current facility. The building is essentially land locked with no room for expansion, and we learned a new facility was the only construction we could justify. Interestingly, the staff of the Donald W. Reynolds Foundation had made that determination independently and was very comfortable that the stategic planning process would reach the same conclusion.

We applied for a new grant to the Donald W. Reynolds Foundation requesting in excess of $14,000,000 for a new facility. The grant we were given was to construct the facility as drawn without the competitive pool and fieldhouse which reduces the projected costs of the facility to slighty more than $11,000,000. Value engineering will allow us to reduce the cost somewhat; however, without additional funds we will have to reduce the scale of the building to some degree. We expect this model facility to be built at a cost of around $90 a square foot. I would note that the Council has supported much more expensive projects such as the Senior Center and Library using taxpayer monies as the bulk of their financial support. The city has an opportunity to support a more reasonably priced facility for our youth and we have already raised 70% to 80% of the costs from private funding. The fact that our facility is not as expensive should not be interpreted as "cheap construction" since we can point to the two recently completed middle schools which costs between $65 and $70 a square foot. This facility will be a first class facility for our youth.

The grant we obtained will not pay all of the fees associated with constructing the building. The Fayetteville Youth Center will be responsible for a portion of the architect's fees, a portion of the engineering fees, all of the surveyors fees, all of the fees related to wetland delineation and various other fees. The grant will not pay for anything

outside the building. We will be responsible for parking, land cost, landscaping, fields, lights on field, walking trails, extensive dirt work, and many similar type of expenses that are not inside the building.

In addition to the costs that the Fayetteville Youth Center must pay, we are required to raise $1,860,000.00 that will be put into a deferred maintenance endowment fund. That fund is a requirement of the grant and must be raised before we begin construction. This fund will be used to maintain the building to assure that the facility remains in first class condition because it is named after Mr. Reynolds. In addition, there will be costs associated with moving and expansion that are one time costs. There will be greater transportation needs and greater staff needs. We will increase involvement substantially, raising the costs of scholarships we provide to youth. We have substantially increased our scholarship costs in the last year, but expect the costs to increase much more. In addition to the deferred maintenance, we anticipate raising a similar sum to offset the increased costs of operation and participation over the next several years.

We do not discount or ignore the significant assistance that has already been given to this project by the City of Fayetteville. We thank the City for its help in moving Rupple road forward by several years in its CIP budget, for its assistance relating to the lease of the park land, and for the money provided to assist in the strategic planning process. However, we come once again asking for more support. In addition to the annual support we receive from the city, we would request that the city provide us with the sum of $750,000 a year for three years.. Roughly, one million dollars of that amount would go directly into the building. The value engineering we discussed above and the $1,000,000 from the city would allow the building to be constructed without giving up any of the amenities important to programming. The remaining $1,250,000 would pay the remaining costs associated with construction of the building. For the price of $2,250.000 the City will have a first class facility for its youth that has a price tag in excess of $11,500,000. We will still be required to raise money from the area to meet the deferred maintenance fund and the costs associated with the move mentioned above, but this commitment from the City is essential. For 24% of the construction costs, we will build a reasonably priced facility that will have an impact on one of your most important constituents, our youth.

Fayetteville Youth Center
BOYS & GIRLS CLUBS
915 California Drive
Fayetteville, Arkansas 72701 • Phone 442-9242

John Benberg, Executive Director
Fayetteville Boys & Girls Club
(501) 442-9242

August 11, 2000
"FOR IMMEDIATE RELEASE"

The Fayetteville Boys & Girls Club (FBGC) is privileged to announce a $9,260,413 capital grant award from the Donald W. Reynolds Foundation for construction of a new facility off Wedington Drive in west Fayetteville. This new facility, envisioned to be in excess of 80,000 square feet, will include gymnasia, pool, classrooms, computer labs and other spaces along with outdoor playing fields specifically designed to support an exciting menu of sports and age-appropriate developmental programs for area youth.

"It (the grant award) is great news and something we have been working toward for a long time," said Tom Stockland, local attorney and current President of the FBGC Board of Directors. "We owe the Reynolds Foundation a tremendous debt of gratitude for the money, obviously, but also for seeing our potential and pushing us in the right direction as an organization."

The former Fayetteville Youth Center serves over 3,000 members now, with a lot more expected in the new facility. Executive Director John Benberg, who succeeded the retired Dale Clark in March of this year, says the additional space is long overdue but there is more to the new facility than just that. "We told Trustees and staff of the Reynolds Foundation that we wanted to be part of making Fayetteville and Washington County a national model for how communities support their young people, and that kind of goal is consistent with their mission. It also sends a message that all kids, regardless of means or talents, deserve a nice place to go and a strong menu of top quality programs. The Reynolds folks have made the facility possible, so the rest is up to us and the greater Fayetteville community."

Of course a new building will not materialize instantly, there are lots of things to be done before construction even begins. For example, as a requirement of the Reynolds grant, the FBGC must raise a Restricted Fund for Building Maintenance, Repair and Equipment as well as funds for construction costs not covered by the grant. "We are gathering ourselves as an organization to prepare for fundraising, facility design modifications, decisions about programming and everything else that goes with an opportunity like this" said Stockland. "This community and northwest Arkansas in general has demonstrated a real willingness to step up and support good causes, so we are optimistic that a facility like this for area youth will be viewed in a very positive light."

John Benberg, Executive Director
Fayetteville Boys & Girls Club
(501) 442-9242

An advisory group, referred to as the "Community Council" according to Benberg, has been formed to help with bringing the new facility on line. "We'll have a diverse membership with varying perspectives to talk about transportation, programs, hours of operation, costs and a million other things. I am sure we'll have some public forums as well so everyone has a chance for input." Interested individuals will also be able to submit comments or suggestions via the FBGC web page once the changes currently underway are complete.

The Donald W. Reynolds Foundation is a national philanthropic organization founded in 1954 by the late media entrepreneur for which it is named. Reynolds was the founder and principal owner of the Donrey Media Group. When he died in 1993, the company included over 70 businesses, the majority of which were in the communications/media field. The sale of the Donrey Media Group in 1993 provided for the Foundation's endowment. Headquartered in Las Vegas, it is one of the largest private foundations in the United States.

For further information, contact John Benberg (442-9242) or Tom Stockland (521-7130).

STATE OF ARKANSAS

County of Washington

I, JEFF JEFFUS, hereby certify that I am the publisher of THE NORTHWEST ARKANSAS TIMES, a daily newspaper having a second class mailing privilege, and being not less than four pages of five columns each, published at a fixed place of business and at fixed (daily) intervals continuously in the City of Fayetteville, County of Washington, Arkansas for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes in the City and County for a definite price for each copy, or a fixed price per annum, which price was fixed at what is considered the value of the publication, based upon the news value and service value it contains, that at least fifty percent of the subscribers thereto have paid for their subscriptions to the newspaper or its agents or through recognized news dealers over a period of at least six months and that the said newspaper publishes an average of more than forty percent news matter.

I further certify that the legal notice attached in the matter of
Water & Sewer System Revenue Bonds
was published in the regularly daily issue of said
newspaper for 1 consecutive insertions as follows:

The first insertion on the 6th day of October, 2000.

Sandy Thomas
Publisher/General Manager

Sworn to and subscribed before me on this 28th day of November, 2000.

Catherine Sall
Notary Public

Catherine Sall
Notary Public, State of Arkansas
Washington County
My Commission Expires 02/27/05

Fees for Printing 87.00

Total 87.00

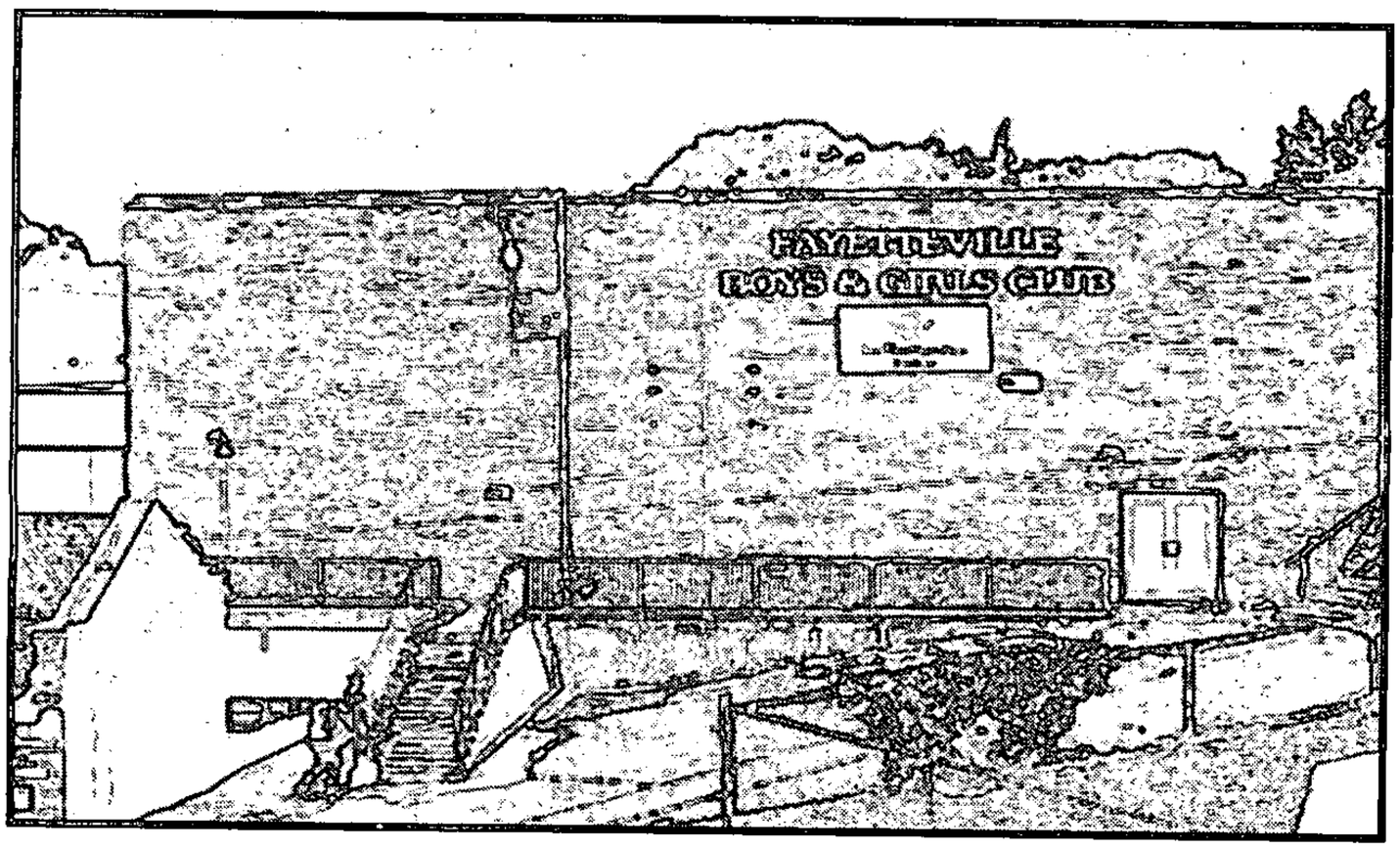
CITY OF FAYETTEVILLE
NOTICE OF
PUBLIC HEARING

Notice is hereby given pursuant to Arkansas code Annotated Section 19-9-607 (1998 Repl.) that a public hearing will be held before the City Council of the City of Fayetteville, Arkansas (the "City") on the question of the adoption of an ordinance authorizing the issuance by the City of $10,000,000 in aggregated principal amount of its Water and Sewer System Revenue Bonds, Series 2000 (the "Bonds"), under the authority of Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated Sections 14-164-401 *et seq.*, 14-234-201 *et seq.*, and 19-0-601 (1998 Repl.). The Bonds shall be payable from and secured by the net revenues derived from the City's water and sewer system (the "System"). The proceeds of the proposed Bonds will be used to finance and reimburse the costs of certain improvements to the System, including, specifically, the acquisition, construction and equipping of wastewater treatment facilities (the "Project"), and to pay the costs of issuing the Bonds.

Any persons interested may appear and express their views, both orally and in writing, on the proposed issuance of the Bonds and on the nature of the Project, at a public hearing to be held at 6:30 p.m. on Tuesday, October 17, 2000, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas. Any remarks at the hearing will be limited to five minutes per person. At such hearing, all suggestions and objections will be heard and considered.

Dated: October 4, 2000 Fred Hanna, Mayor

Fayetteville Boys & Girls Club



FALL & WINTER BROCHURE 2000-2001

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn

School Kids Connection

The Fayetteville Boys & Girls Club School Kids Connection (SKC) Program is operated under the direction of Glenda Deffebaugh with the help of many dedicated and wonderful junior staff members, some of which are either teachers or are university students majoring in child development or education. Also SKC utilizes a licensed professional bus driver for transportation to and from all activities.

At SKC we keep a low staff to child ratio. The ratio is 1:12 at most of our sites. this allows us to give personal attention to each child that is enrolled and enables our staff to supervise them more closely.

The SKC office, at 915 California, is open Monday thru Friday from 9 a.m. to 5 p.m. For more

Tuition Rates

School Sites

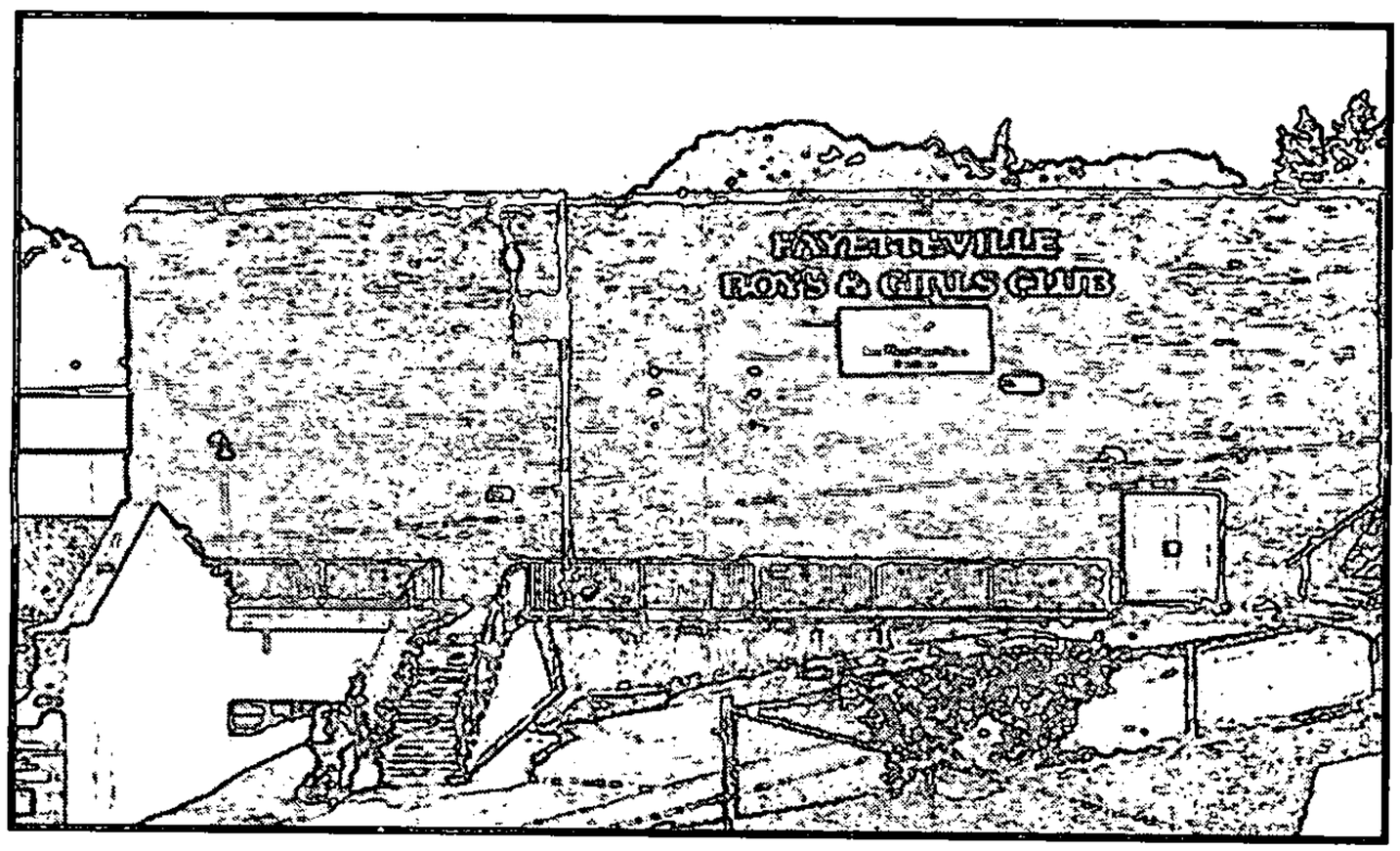
(Asbell, Bates, Butterfield, Happy Hollow, Holcomb and Vandergriff)

School Year Rates	Full Time	Part Time
2:45 - 6:00 PM	$85 / Month	$70 / Month
Second Child Discount	$157 / Month	$129 / Month
Third Child Discount	$229 / Month	$188 / Month
Fourth Child Discount	$301 / Month	$247 / Month
All Day (At FBGA Site)	$7 / Each Day	$7 / Each Day

Pick - Up Sites

(Jefferson, Leverett and Washington)

Fayetteville Boys & Girls Club



FALL & WINTER BROCHURE 2000-2001

FAYETTEVILLE BOYS & GIRLS CLUB MEMBERSHIPS

MEMBERSHIP INFORMATION

The Fayetteville Boys & Girls Club supports the majority of its operating budget via membership sales and program fees. However, we do receive a substantial annual contribution from the Washington County United Way and the City of Fayetteville. We also have an Endowment and Memorial fund to strengthen our financial position. For information about the operating budget and/or contributions, please call Executive Director John Benberg at 442-9242.

****

Membership Requirements

Membership is required for participation in all FBGC programs. All memberships expire one year from the date of purchase. You will receive a renewal letter as a courtesy, approximately one month before expiration. Please renew your membership at the FBGC Office.

MEMBERSHIP FEES:

Youth(Ages 2-18)-$25 Adult-$35 Family-$75

• SCHOOL TRANSPORTATION SCHEDULE

The following is a list of the days that FBGC provides transportation to the club from the Fayetteville Schools on FBGC buses. Any student with a FBGC membership may ride.

Asbell	Thursday & Friday	**Leverett**	Tuesday & Friday
Bates	Monday & Friday	**New School**	Tuesday
Butterfield	Wednesday & Thursday	**Root**	Monday & Friday
Happy Hollow	Monday & Friday	**St. Joseph**	Tues. & Wednesday
Holcomb	Thursday & Friday	**Vandergriff**	Mon. &Wednesday
Jefferson	Thursday & Friday	**Washington**	Wed.& Thursday
Holt	Monday & Wednesday	**McNair**	Mon. & Wednesday

FAYETTEVILLE BOYS & GIRLS CLUB

AQUATIC PROGRAMS

AEROBICS

$25.00 /MONTH OR $3.00 /CLASS

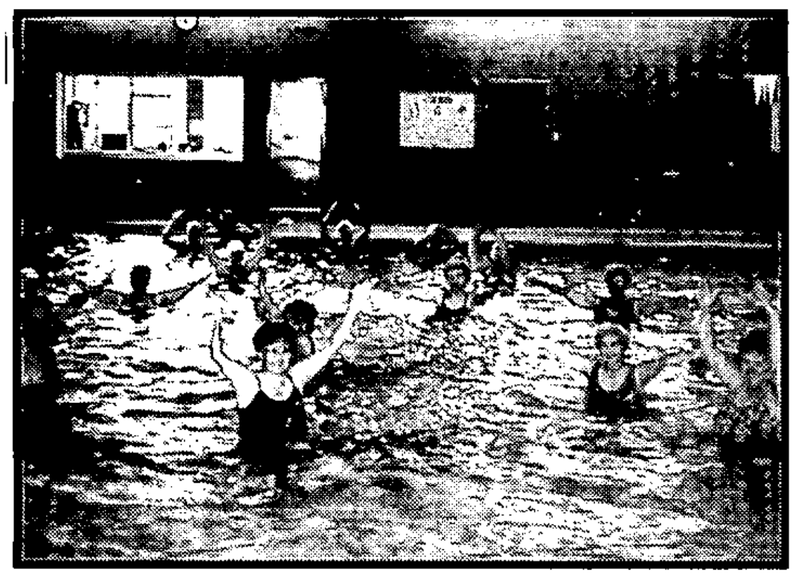
BILL'S CLASS	**8:00 - 9:00 AM**
MAKING WAVES	**9:00 - 10:00 AM**
ARTHRITIS CLASS	**10:00 - 11:00 AM**

American Red Cross Lifesaving Classes

Red Cross classes are offered periodically during the fall, winter and spring. For more information call 521-POOL (7665).

RECREATION/ FAMILY SWIM

Monday-Friday from 3 - 4 PM. Members swim free. 12 and under cost $1.00 daily, 13 and up cost $2.00 daily for non-members.



ADULT LAP SWIM

Monday-Friday from NOON - 1:00 PM. Cost is $2.00 daily for non-members.

SWIM TEAMS

Swim team(s) are scheduled to use/share the FB&GC pool Mondy-Friday from 2:30 – 5:30 PM (tentative) Costs to be determined.

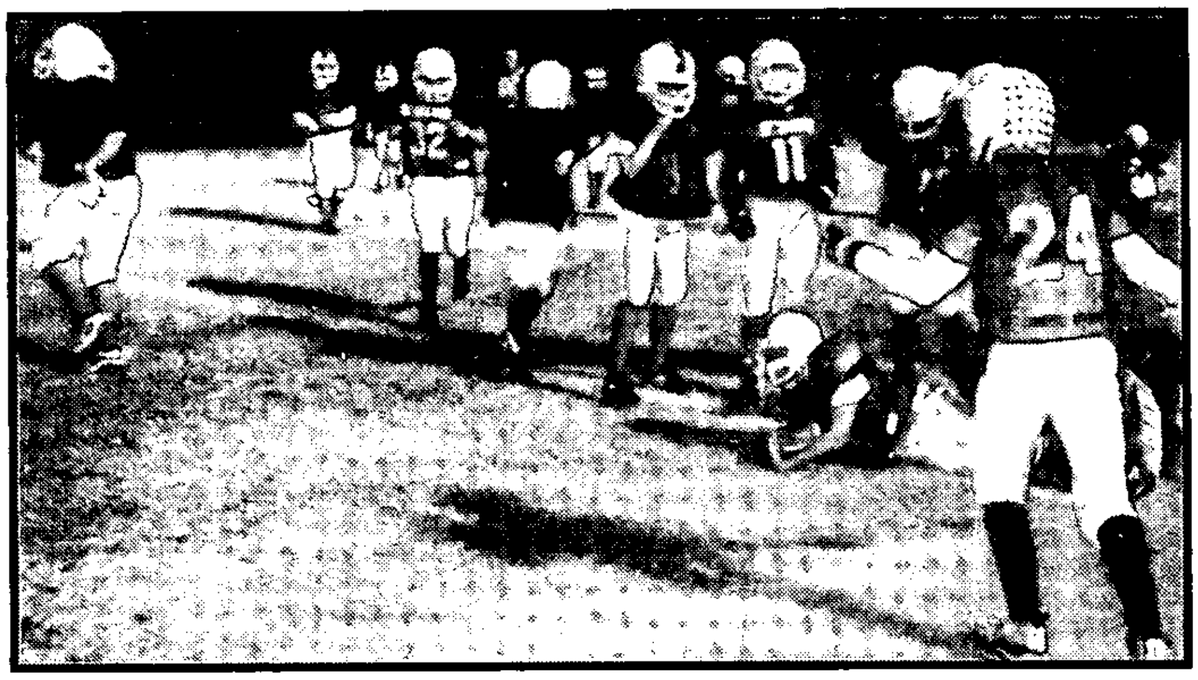
SWIM LESSONS

Lessons for various ages and skill levels to be offered based on interest/staffing. Call 521-POOL with questions.

PARTY @ THE POOL

Rent the Boys & Girls Club pool for your next party or function. Call 521-POOL for more information.

YOUTH SPORTS



TACKLE FOOTBALL

Grades 2-7
Cost: 2/3rd Grades—$25
Grades 4-7—$50
Health Physicals required
Registration accepted through August 26, 2000
6/7th practices begin August 21
4/5 Practices begin August 28
2/3rd Grade Practices—TBA
(Insurance & Shirts Provided)
Team sponsorships available for $500
(Call for details of sponsorship package)

FLAG FOOTBALL

Grades 4-12
Cost—$40 + FBGC Membership
(T-Shirts included in cost)
Registration begins in
August
(8 games + tourney)
Grades 2-7 will play with schools
Grades 8-12 may enter as a team and will play intra-mural league
Games begin mid-September

GIRLS VOLLEYBALL
GRADES: 6 & 7

This new league will play with Springdale, Bentonville & Siloam Springs FBGC Clubs.
Teams will be divided by school.

Registration Deadline: August 28
Cost $35 (T-Shirt Provided)

Games begin in early September & will be played on Tues. & Sat.

FBGC BASKETBALL 2000

Grades 1-3 (Coed)	Grades 4-7	Grades 8-9	Grades 10-12
Cost: $35	Cost: $45	Cost: $35	Cost: $35
Registration:	Registration:	Registration:	Registration:
Mid-September	Early November	Early November	Early November
Games: Oct.-Dec.	Games Dec.-Mar	Games-Dec.--Mar.	Games-Dec.-Mar.
T-Shirts provided	T-Shirts provided	No shirts provided	No shirts provided

— Team sponsorships available for $200 (call for details of package).

GIRLS SLOW-PITCH SOFTBALL

Grades K-12

Registration begins in March

Practices begin in April

Games Run May-July

Gary Hampton Girls Softball Complex & Wilson Park Field

Costs & Deadlines Announced at Later Date

Program in conjunction with

Fayetteville Parks and Recreation Department

SUMMER DAY CAMPS

Day Camps are offered for the entire summer through SKC (K-6) and through FBGC at Holcomb (K-4), Vandergriff (K-4), Asbell (K-4), and the FBGC (Grades 5-7).

Registration begin, March 26, 2001

NATURE/DISCOVERY CAMP

For six weeks each summer FBGC conducts an environmentally- focused day camp at Lake Fayetteville Environmental Center. Activities include nature hikes, flora & fauna identification, nature art, guest speakers & field trips.

Registration begins on March 26, 2001

HOOK A KID ON GOLF

For Kids ages 8-14 who have never played golf. The clinic features a week of golf instruction at Razorback Golf Course in Fayetteville. Registration begins in late March, 2001. Space is limited. Golfers receive instruction, Taylor Made starter clubs, balls, caps, shirts, sponsor gifts and membership into Hook A Kid on Golf.

SUMMER 2001 PREVIEW

FBGC INFORMATION

ABOUT FBGC

The Fayetteville Boys & Girls Club is a drop-in and play facility for all members and paying guests. Supervisors are located throughout the building, but children who leave our facility are no longer the responsibility of the FBGC staff. We offer activities centered around the gameroom, art room, gymnasiums, concessions and swimming pool. Sports leagues and classes are also conducted for FBGC members. The attendance policy for FBGC is:

1) Sign in & Out at front desk with membership number
2) Check in all belongings at the checkroom located in the gameroom.
3) Follow all FBGC rules
4) Respect and follow directions from all FBGC staff

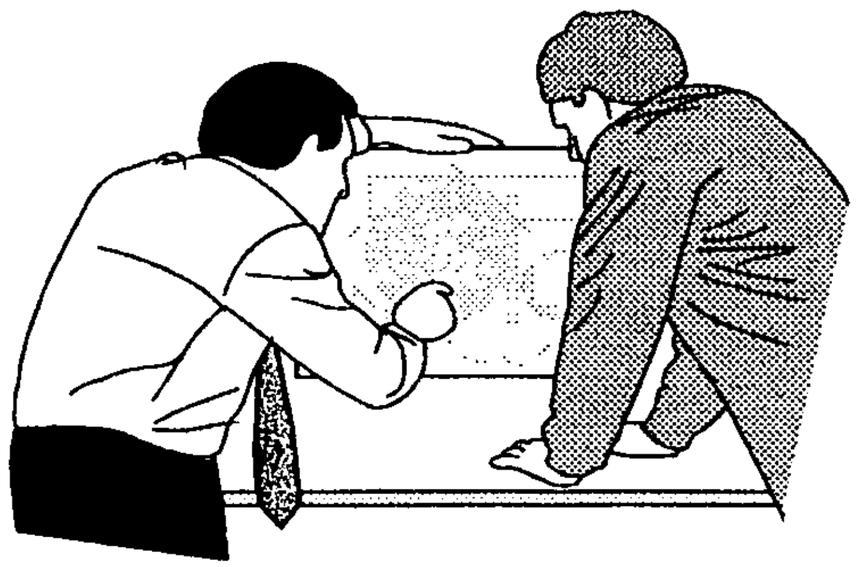
EMPLOYMENT OPPORTUNITIES

There are job opportunities for teens, adults and seniors at FGBC in the area of building supervision, programming, instruction, officiating, grounds-keeping, maintenance, and JTPA.
To inquire about openings, call the FBGC office at 442--9242
The Fayetteville Boys & Girls Club is an equal opportunity employer.

2000 Board of Directors

President: Tom Stockland
First V. P. : Mike Hill
2nd V. P. : Jeff Koenig
Secretary: Kevin Renner
Treasurer: Glen Atkins

Carolyn Bradford — Ginger Campbell
Scott Harrison — David Lashley
Darrell Rosen — Dianna Nutt
Rodney Ryan — Kim Smith
Attorney: Jack Butt



The Fayetteville Boys & Girls Club is governed by a Board of Directors elected in accordance with the organization's constitution and by-laws.
Individuals who are nominated and elected as Board members typically have shown substantial interest in the FBGC and its programs, and/or bring a valuable skill or capability to the organization.The FBGC Board of Directors is comprised of fifteen members, each holding a three-year term. Re-election to successive terms is based on the individual's continuing interest and willingness to meet service criteria, and is formally determined by majority vote of other Board members. Board members receive no compensation for their service, but accept their appointments in the interest of civic betterment.

Agenda
Semm
10/31/00

TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

1:30

A meeting of the Fayetteville City Council will be held on November 7, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the October 17, 2000 City Council meeting. & Special meeting.

2. **BRIDGEPORT SUBDIVISION:** A resolution approving an agreement releasing liability in the repair of the roadway entrance into the Bridgeport Subdivision.

3. **CEC TURNBACK:** A resolution approving the 2 year renewal agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

4. **WILSON PARK GREENHOUSE:** A resolution approving the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $33,821 plus an additional $10,000 for utilities and a project contingency of $5,000 and authorizing the Mayor and City Clerk to execute a contract.

5. **EMPLOYEE INSURANCE:** A resolution approving the renewal of the employee group policies from U S ABLE LIFE to provide, life, AD & D, LTD coverage and Sec. 125 cafeteria plan administration.

6. **BENHAM GROUP:** A resolution approving contract amendment #3 with Benham Group which provides for a $20,405.00 increase in construction observation services in connection with the W/S Relocation and a $69,906.06 increase in additional engineering services in connection with the Dickson Street Enhancement Project, and a budget adjustment for the W/S part of the work.

Need (4 additional mylars for Jim Dan Bunn

Carl Donna Porter
Botanical Garden.

7. **GARVER ENGINEERS:** A resolution approving an engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the north, Mountain St. on the south, Church Ave. on the west and on the east of the buildings that front Block Ave.

8. **POLICE VEHICLE PURCHASE:** A resolution accepting Arkansas Contract Award ST-01-0914, to purchase 7 units from Landers Ford Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO" (53). Total bid award is $151,313.00.

9. **W/S RELOCATIONS HWY 265:** A resolution approving Change Order #5 to the Construction Contract with Basic Construction Co., Inc. for Hwy 265 Widening (Hwy 45 to Hwy 16) Water and Sewer Relocation Phase II.

B. OLD BUSINESS

1. **RZ 00-22**: An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential. This ordinance was left on the first reading at the October 17, 2000 meeting.

C. NEW BUSINESS

1. **BOTANICAL GARDEN:** Botanical Garden Society of the Ozarks, Inc. Annual Report-2000.

2. **SEWER CAMERA:** An ordinance approving a bid waiver with Aries Industries for sewer camera system repair in the amount of $17,055.89, and approve a bid contingency of $2,000.

Removed 3. move to 11/21/00

3. **OZARK MOUNTAIN OUTFITTERS:** A resolution approving a Certificate of Public Convenience and Necessity for Ozark Mountain Outfitters as requested by Ray Dotson.

3) South Center - See front.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

A meeting of the Fayetteville City Council will be held on November 7, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the October 17, 2000 City Council meeting.

B. OLD BUSINESS

1. **RZ 00-22:** An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

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4. **WILSON PARK GREENHOUSE:** A resolution approving the Wilson Park Greenhouse bid to Jack Morgan Construction Company in the amount of $33,821 plus an additional $10,000 for utilities and a project contingency of $5,000 and authorizing the Mayor and City Clerk to execute a contract.

5. **EMPLOYEE INSURANCE:** A resolution approving the renewal of the employee group policies from U S ABLE LIFE to provide, life, AD & D, LTD coverage and Sec. 125 cafeteria plan administration.

6. **OZARK MOUNTAIN OUTFITTERS:** A resolution approving a Certificate of Public Convenience and Necessity for Ozark Mountain Outfitters.

Consent
Benham Group. as requested by Ray Dotson
Grover 7 Parking Deck Design
Oct - 31 - 2 pm - Connie Lancaster opening

DRAFT TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

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6. **OZARK MOUNTAIN OUTFITTERS:** A resolution approving a Certificate of Public Convenience and Necessity for Ozark Mountain Outfitters.

Benham Group Contract Amendment: A Resolution approving Contract Amendment No. 3 The Benham Group for $90,311.06 for services in connection with the Dickson Street Water Line Replacement and the Dickson Street Enhancement Project, and a Budget Adjustment

FINAL AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

please note time change

A meeting of the Fayetteville City Council will be held on November 7, 2000 at **4:30 p.m.** in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the October 17, 2000 City Council meeting.
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7. **GARVER ENGINEERS:** A resolution approving an engineering agreement with Garver Engineers for the design of a multi-level parking deck to be constructed on the existing parking lot bounded by Center St. at the north, Mountain St. on the south, Church Ave. on the west and on the east of the buildings that from Block Ave.
8. **POLICE VEHICLE PURCHASE:** A resolution accepting Arkansas Contract Award ST-01-0914, to purchase 7 units from Landers Ford Item #7, 2001 Ford Crown Victoria Police Interceptor Sedan including Option "IO" (53). Total bid award is $151,313.00
9. **W/S RELOCATIONS HWY 265:** A resolution approving Change Order 55 to the Construction Contract with Basic Construction Co., Inc. for Hwy 265 Widening (Hwy 45 to Hwy 16) Water and Sewer Relocation Phase II.

B. OLD BUSINESS

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3. **YOUTH CENTER:** Discussion regarding the use of City Funds for the Fayetteville Youth Center.

PROOF

NORTHWEST ARKANSAS TIMES
Proof Copy-Please Approve/Correct
and Fax Back to (501) 442-5477
By 4:30 p.m. Today
Questions (501)442-1700
Approved by _____ Date _____

FROM : NORTHWEST ARKANSAS TIMES FAX NO. : 4425477 Nov. 06 2000 02:57PM P1

Tuesday, November 7, 2000

Northwest Arkansas TIMES B7

FINAL AGENDA
CITY COUNCIL
NOVEMBER 7, 2000

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FAYETTEVILLE BOYS & GIRLS CLUB

2000 - 2001 STAFF

John Benberg
Executive Director

Mark Paul
Asst. Executive Director

Glenda Deffebaugh
School Kids Connection

Cheryl Bramlett
Program Director

Cindy Brock
Office Manager

Chad Bramlett
Building Supervisor

MISSION STATEMENT

To inspire and enable young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens; to provide positive recreation and leisure opportunities to youth, adults, and families; to serve the community with their recreational needs; to provide a diversified well-rounded program; to provide leadership to all ages and to provide guidance in behavior and attitude.

HOURS OF OPERATION

August 21-May 25, 2001
Monday thru Friday, 8:00 a.m. to 6:00 p.m.
Evening programs 6 to 9 p.m.
Holiday Closing Schedule:
Labor Day—Sept. 4; Thanksgiving—23 & 24
Christmas—December 26; New Years Day– Jan 1

VOLUNTEERS NEEDED AT FBGC

The FBGC staff extends appreciation to our many volunteers. Your help enables us to provide many of the programs we now offer. Volunteers can work with kids, help in the office, and/or take the lead in developing/managing special events (including fundraisers). If you have a heart for Kids and some free time, please call us at **442-9242** for more information about volunteer opportunities.

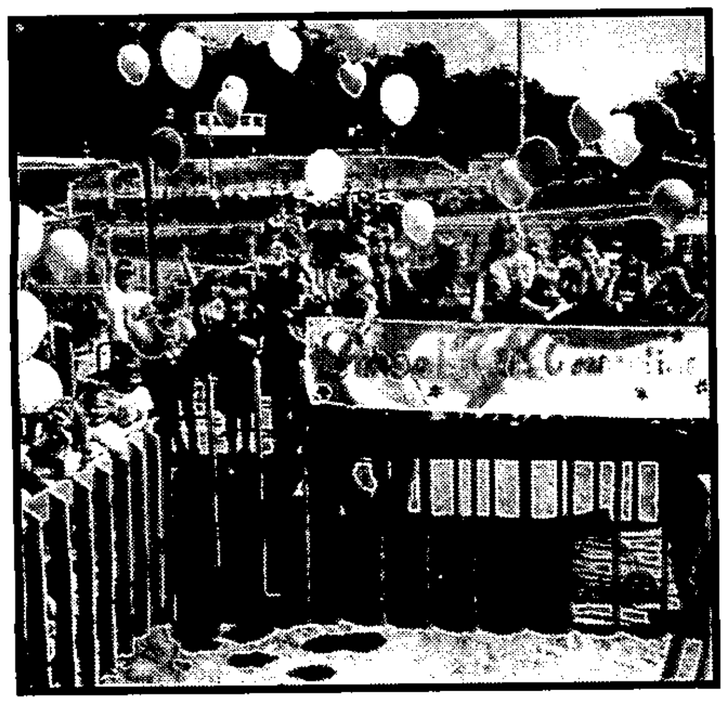
SUGGESTION BOX

We care what you think!
Feel free to use our suggestion box, located at the front desk, or contact any FBGC staff member directly with comments.

School Kids Connection

The Fayetteville Boys & Girls Club School Kids Connection (SKC) Program is operated under the direction of Glenda Deffebaugh with the help of many dedicated and wonderful junior staff members, some of which are either teachers or are university students majoring in child development or education. Also SKC utilizes a licensed professional bus driver for transportation to and from all activities.

At SKC we keep a low staff to child ratio. The ratio is 1:12 at most of our sites. this allows us to give personal attention to each child that is enrolled and enables our staff to supervise them more closely.



The SKC office, at 915 California, is open Monday thru Friday from 9 a.m. to 5 p.m. For more information call the Fayetteville Boys & Girls Club.

501-442-9242

Tuition Rates

School Sites

(Asbell, Bates, Butterfield, Happy Hollow, Holcomb and Vandergriff)

School Year Rates	Full Time	Part Time
2:45 - 6:00 PM	$85 / Month	$70 / Month
Second Child Discount	$157 / Month	$129 / Month
Third Child Discount	$229 / Month	$188 / Month
Fourth Child Discount	$301 / Month	$247 / Month
All Day (At FBGA Site)	$7 / Each Day	$7 / Each Day

Pick - Up Sites

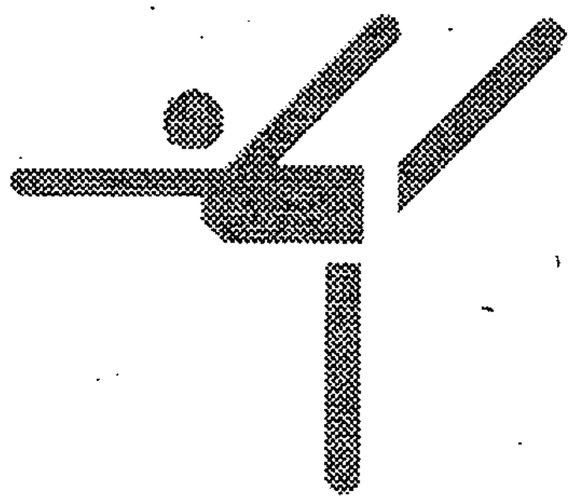
(Jefferson, Leverett and Washington)

School Year Rates	Full Time	Part Time
2:45-6:00 PM	$90 / Month	$75 / Month
Second Child Discount	$166 / Month	$139 / Month
Third Child Discount	$242 / Month	$203 / Month
Fourth Child Discount	$318 / Month	$267 / Month
All Day (At FBGA. Site)	$7 / Each Day	$7 / Each Day

Daily Rate (Only applies to attendance of 5 or less days per month) One Child after school $5 / Day All Day Care $14 / Day

GYMNASTICS

Fall & Winter Classes
begin September 5, 2000



Levels Classes-Grades K-7

Cost: $30 per month

Beginners - 3:30 p.m.

Intermediates 4:30-p.m.

Students may choose two classes on Monday-Thursday

Minimum of 3 students

Power Tumbling - Friday-3:30-5:00

Tiny Tot Classes-Ages 2-5

Cost: $12 per month

(Limit-6, Minimum of 3 students)

Mon.	10:00 a.m.	Wed.	10:00 a.m.
Mon.	2:00 p.m.	Wed.	2:00 p.m.
Mon.	5:30 p.m.	Wed.	5:30 p.m.
Tues.	10:00 a.m.	Thurs.	10:00 a.m.
Tues.	2:00 p.m.	Thurs.	2:00 p.m.
		Thurs.	5:30 p.m.

(Classes will not meet Sept.4, Nov. 23, December 25-Jan. 5, March 13-17.)

Cheerleading & Drill Team

Open to girls & Boys

Grades 1-7

Class Dates & Times to be announced.

Cheerleaders will cheer for FBGC Football & Basketball Teams.

FBGC CENTER OF DANCE

Ballet, Jazz & Tap

Round Robin Classes

Cost: $30 per month(insurance provided)

Classes held on Tuesday afternoons.

Classes begin September 5

(No classes Sept. 4, Dec. 19-Jan. 9, Mar. 20)

Call Cheryl at FBGC Office-442-9242 for Days and Times of Classes

YOUTH RECREATION

YOUTH RECREATION

TaeKwonDo

Cost: $30 per month

Times: Tuesday & Thursday

5:30 & 6:30 p.m.

Classes begin August 30

Children (Ages 5 & Up) & Adults Welcome

Uniforms or T-Shirts available from instructor

Classes will not meet during Christmas or Spring Break

FBGC HALLOWEEN

RUN FOR YOUR LIFE

1K & 1 Mile Rac

October 29, 2000

2:00 p.m.

Ages 5-18

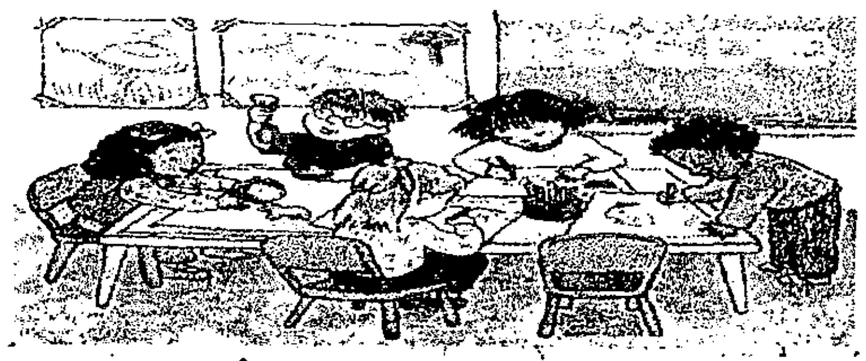
Cost: $10 per runner

T-Shirt Included

Prizes for Winners

Proceeds benefit FBGC

FBGC ART SMART



Monday-Friday

3 to 6 p.m.

Arts & Crafts for Kids

Ages 6-15

KEYSTONE CLUB

GRADES 7-12

FBGC invites all members in grades 7-12 to join the Junior Leadership Club.

This program allows teens to be a part of the Boys & Girls Club planning, programming, work force and leadership. Members receive T-Shirts, name badges, and special programs just for them. In return junior leaders help throughout the building as aides to the staff. Join Now and be apart of FBGC's exciting future!

ADULT RECREATION

ADULT BASKETBALL

Registration for FBGC Men's & Women's Basketball Leagues begins in mid October. Roster forms may be picked up at the FBGC Office. Industrial & Church Divisions are offered. Games run November - January.

Cost: $500 per team

(16 games & Single-Elim. Tourney)

****

COED VOLLEYBALL

Recreational & Church Divisions will be available for Winter Volleyball Leagues. Registration begins in December & forms are available at the FBGC office. Fall league begins in January.

Costs: $200 per team

(12 Game Season)

Game sites, rules & schedules will be announced on registration forms.

****

ADULT BELLY DANCING

Cost: $30 per Month

(Insurance Provided)

Mon. 6 p.m.- Intermediates

Wed. 6 p.m.- Intermediates

7 p.m.- Beginners

Sessions begin on September 6, 2000

PING-PONG

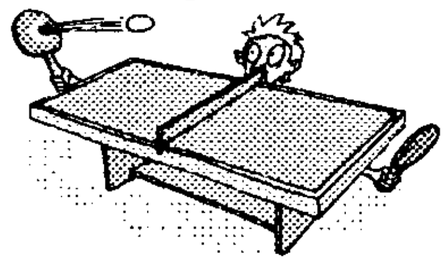
FBGC table tennis enthusiasts meet twice weekly for ping-pong/table tennis program for adults and families.

Tuesdays & Thursdays

6:30 p.m.

Bring your paddle and join other FBGC members for friendly competition!

FBGC Membership Required.



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Volunteer Coaches Needed!

Volunteer coaches for all sports and activities are needed throughout the year. If you are interested in coaching, call FBGC for more information.

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Program Instructors

FBGC is looking for quality program instructors. If you have a good program idea, give Cheryl a call at 442-9242. We welcome your ideas and comments.

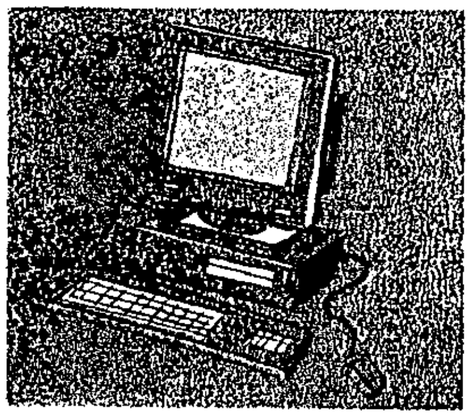
****

JUDO **JUDO**

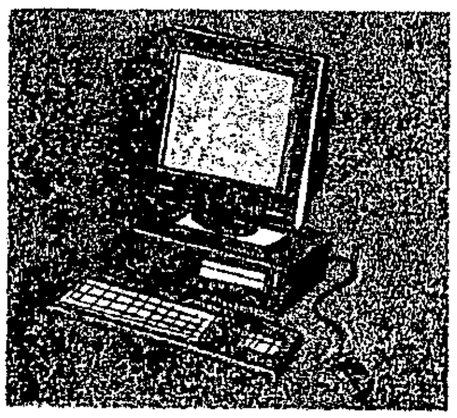
Free Classes for Adults & Families

FBGC Membership Required-Mondays&Wednesdays

6:30 p.m.



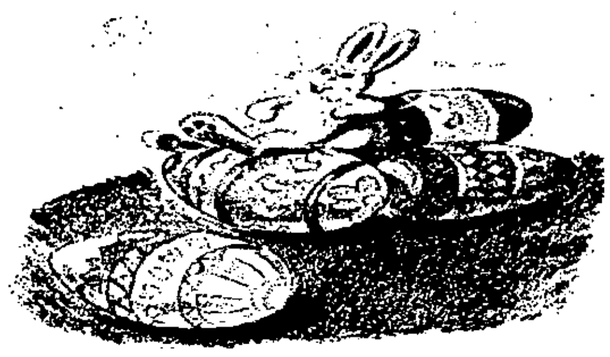
Visit the Fayetteville Boys & Girls Club Web Site at www.faybgc.org
Updates will be added in the future.



April 7, 2001

Easter in the Park

Boys & Girls--Ages 2-11
Harmon Field (Next to FGBC)
Activities begin at 9 a.m.
Lots of prizes, games and fun
12,000 Easter Egg Hunt!
Live Music, the Easter Bunny and much, much more



Fayetteville Boys & Girls Club
915 California
Fayetteville, AR 72701

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FALL/WINTER 2000-2001