FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
DECEMBER 19, 2000

A meeting of the Fayetteville City Council will be held on December 19, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

NOMINATING COMMITTEE REPORT

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the November 21, 2000 City Council Meeting.

2. **WILSON PARK POOL:** A resolution awarding Bid No. 00-75A to Heckathorn Construction for the Wilson Park Pool Improvements Project. The construction costs are $258,263 plus a project contingency amount of $28,737. The total amount requested is $287,000 with an attached budget adjustment.

3. **MCCLELLAND ENGINEERS:** A resolution approving an amendment to the engineering contract with McClelland Consulting Engineers to extend the contract an additional year; Task Orders #3, #4, #5 and #6; and the associated budget adjustment in the amount of $143,664.00.

4. **EARNEST LANCASTER EXTENSION:** A resolution approving Change Order #1 in the amount of $23,838.00 for the construction contract with Harrison Davis Construction for the extension of the Earnest Lancaster Drive.

5. **SEWER REHAB:** A resolution approving the contract with Heller Co. for sanitary sewer rehabilitation , Illinois Basin 16 and White River Minisystem 9A in the amount of $501,400 and a 10% contingency.

6. **CABLE TV:** A resolution to approve the extension on the Cable TV contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

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

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

2. OLD BUSINESS

1. **RZ 00-27.00:** An ordinance approving rezoning request RZ 00-27.00 submitted by Hilda and Edward Hurtado, on behalf of Dewitt C. Goff for property located at 1819 South School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.80 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the December 5, 2000 City Council meeting.

2. **WIRELESS COMMUNICATION:** An ordinance approving an amendment to the Wireless Communication Facility Ordinance 4178. The ordinance was left on the first reading as amended.

3. **GRADING AND DRAINAGE:** An ordinance approving amendments to the City's Grading and Drainage ordinances. The ordinance was left on the first reading.

4. **2001 BUDGET:** A resolution adopting the 2001 Annual Budget and Work Program.

5. **2020 LAND USE PLAN:** A resolution adopting the General Plan 2020, Future Land Use Plan, and Master Street Plan.

3. NEW BUSINESS

1. **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club.

2. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

3. **OMI:** A resolution approving Amendment No. 6 to the OMI Contract for the operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00.

4. **TROLLEY OPERATIONS:** A resolution approving Amendment No. 3 with Jones Transportation deleting operating days and increasing payment rate by 6% with the renewal Agreement for Trolley Operations for the period January 1, 2001 through December 31, 2001.

5. **HMR TAX:** An ordinance amending §35.20 of the Code of Fayetteville, regarding the HMR Tax.

6. **TREE SETTLEMENT:** A resolution approving a settlement agreement in Serafini, et al. vs. City of Fayetteville, Arkansas, et al., CIV 2000-536.

7. **SEWER REIMBURSEMENT:** A resolution approving a settlement of the sewer back-up claim at 3260 Kings Cross in the maximum amount of $24, 124.89 and approve a budget adjustment.

Meeting of December 19, 2000

	Roll			CU RR. Nominating Regular.	
REYNOLDS	✓			✓	
AUSTIN	✓			✓	
DAVIS	✓			✓	
TRUMBO	✓			✓	
DANIEL					
SANTOS	✓			✓	
YOUNG	✓			✓	
RUSSELL	✓			✓	
HANNA	✓				
				7-0.	

DEBBIE BRAN Employee of year.

Consent.	# 8D				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0.				

Meeting of December 19, 2000

R2.00-27.00.	KS 2A. 3RD	PASS			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
TRUMBO	✓	✓			
DANIEL					
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
HANNA					
	7-0.	7-0.			

WIRELESS COM.	KR. BD AMEND				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0.				

left on 2nd as amended.

Meeting of December 19, 2000

GRADING - DRAINAGE	# CH. WAVE REPORT				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA	left for Jim				

2001 BUDGET	CH. KR to increase AMEND #1 CAT.	AMEND KR CH #8 TRANSIT.	AMEND RR general. #3 AIRPORT	#4 RA family. DDEB.	# BD. PASS
REYNOLDS	✓	✓	✓	A abstain	✓
AUSTIN	✓	✓	✓	✓	✓
DAVIS	✓	✓	✓	✓	✓
TRUMBO	✓	✓	✓	✓	✓
DANIEL					
SANTOS	✓	✓	✓	✓	✓
YOUNG	✓	✓	✓	✓	✓
RUSSELL	✓	✓	✓	✓	✓
HANNA		✓			
	7-0.	9-3	7-0.	6-0-1	7-0.

Downtown Dickson Enhancement Program

Meeting of December 19, 2000

PLAN. 2020	KS.2 KR 2040 Plan.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0-0				

RA to approve.

BOY/GIRLS CLUB.	BD.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7-0-0.				

Meeting of December 19, 2000

Cost share	1st KS - 2nd	3rd KS KR.	PASS		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	ABSENT	ABSENT	✓		
TRUMBO	✓	✓	✓		
DANIEL					
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
HANNA					

Omi	KR RA.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					

Meeting of December 19, 2000

TROLLEY	BD RK.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					

HMR					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
HANNA					

left at 1st.

Meeting of December 19, 2000

Tax Settlement.	#K8 to table	to Deny #R8.			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
TRUMBO	✓	✓			
DANIEL					
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
HANNA	to table FAILED				
		5-3.			

Sewer easement.	K.S. ch.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
HANNA					
	7				

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
NOVEMBER 21, 2000

A meeting of the Fayetteville City Council was be held on November 21, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

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

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes from the October 24, 2000 Special City Council meeting and the November 7, 2000 City Council Meeting.

PROPERTY TRANSFER: A resolution approving a transfer of property located at 19 E. Fourth from the City of Fayetteville to South Fayetteville Community Development Corp.

RESOLUTION 157-00 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

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 second reading at the November 7, 2000 meeting.

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

Mr. Keys stated it was their desire to down zone this property from a commercial to a residential use. They have had one party seriously interested in the structure on the property. The party was interested in moving the structure off the property. They were going to study the possiblity to see how feasible it was to remove the structure from the site. In response to Alderman Daniel, he stated they were not interested in holding off on their rezoning request. They had been holding off on their development plans until the zoning was determined. Do to the nature of financing and the cost incurred in maintaining the site in the undeveloped state, it was the owners desire to

proceed as soon as possible with the development plans. It was not their intent to remove the house tomorrow. It was their desire to remove the structure and construct either a commercial or residential development. In response to questions from Alderman Daniels, Mr. Keys stated that the person interested in moving the house did have a site selected in Fayetteville. He did not believe anything would be done before the Christmas holidays. They were not willing to tie this up for three or four more months.

Alderman Austin stated this was a difficult decision to make. The fact that Mr. Masey was willing to work with the community and give them time to make offers, he was going to support them.

Alderman Russell stated it had been made clear to them that there was nothing to stop the property owner from removing the existing structure and putting in a commercial structure. He reminded the neighbors they were talking about the difference between six apartments, verses a commercial unit with four apartments adjacent to it. He asked the neighbors if those were the two choices which one would they chose.

Mr. Robinson expressed concern over the variance which would be allowed if this rezoning was approved. Mr. Masey had purchased a property which was zoned C-1. He could put residential with commercial use. But he could not build more than two units.

Ms. Sara Edwards, Development Coordinator, stated based on the density with the currently C-1 zoning the applicant would be allowed four residential units with a commercial unit. The ordinances only addressed the density and not the lot frontage.

Mr. Robinson expressed concern about the variance granted by the Board of Adjustment was a special perviledge that the others along the street would not have.

Alderman Reynolds stated it was his understanding that the owner had the right to have four residential units with a commercial unit.

Ms. Edwards added that the applicant had received a variance from the Board of Adjustments, which was contingent upon the council approving the rezoning, to have an eighty foot frontage in a R-3 rather than the required ninety feet. The ninety feet of frontage was not required in the C-1 zoing district. There was a lower density in the C-1. There was a difference of about three residential units.

Alderman Daniel stated they were encouraging this type of development around town. She asked the for the number of parking spaces that this development would have, if they put in the six units.

Ms. Edwards replied they were required to have one per bedroom. It was her understanding that these would be one bedroom apartments.

Ms. Daniel stated she had a problem with that. So often there were several vehicles. She did not believe that would be adequate parking.

Mayor Hanna stated they were trying to do as much infill in the old part of downtown Fayetteville. He was not certain that R-3 was intended to build residential units on a 1.8 acre lot. His vision of R-3 was for larger apartment complexes with adequate parking. He tented to symphathis with the neighbors on this one. He felt it was too dense of a development for this lot.

Alderman Reynolds stated this area was both wards one and two. These people had lived in the area for years. He was going to support the neighbors. What they needed to do for the future was to look at the old part of Fayetteville and to get the zoing right. It had been done wrong a long time ago. It should have never been C-1 in this part of town. He was not going to support the rezoning.

Mr. Keys stated it was his understanding of the ordinance that the minimum lot width for R-3 did require a ninety foot frontage for more than two units. The Board of Adjustments had granted their appeal, contingent upon the approval of the rezoning. They did take all these issues into consideration. They had met all the other criteria. There were special conditions do to a lot split. C-1 zoning did not have a minium lot width for commercial. If they built a commercial unit, they could also construct up to four residential units. The eighty-foot frontage they could develop a commercial development with four apartments. If they were denied the rezoning, that was their intent. It would be a three story structure. Because it was a C-1 zone they had a zero side yard setback adjacent to the industrial zoned property to the south and the commercial zoned property to their north. It was their intent to position this structure to sit against the south property line adjacent to the I-1 property that currently had a rental structure. They would have a three story structure there with ten parking spaces wrapping around it. Total square footage would be 3,960 square feet. It was there belief that this was not the best solution for this lot or the neighborhood. They felt that six one-bedroom apartments with six parking spaces was a reasonable development for this lot. They were asking for a down zoning from C-1 to R-3. This house could never be occupied as a single-family resident, without the property being down zoned to R-2 or R-1. They did not feel that what they were asking for was out of line. He wanted to make it clear that if it was to remain C-1 they will develop it as C-1. It was there understanding that they could develop four units with attached commercial use. The impact to the neighborhood would be greater.

Alderman Santos stated this was consistent with the City's master plan. They wanted to increase density in the down town area. Either way they went with this rezoning they would achieve the same goal. Mr. Keys presentation for the R-3 would have less of an effect on the neighborhood. This was how they wanted to see the city develop. They were going to have greater

densification.

Alderman Russell stated he agreed that either plan would be compatable with the city's plan.

Alderman Davis stated if they went with the R-3 they would have six parking spaces verses ten with the C-1 development. They would also have a two story rather than a three story and they would also have more landscaping.

Mayor Hanna called for the question. Upon roll call the ordinance failed by a vote of 4-5-0. Young, Russell, Reynolds, Daniel, and Hanna voting nay.

ITEM FAILED.

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 behind the Campbell-Bell Building. This resolution was tabled at the November 7, 2000 meeting.

Alderman Daniel stated she thought this could be an improvement. She hoped that this deck would be attractive and not utilitarian looking.

Alderman Santos asked if they knew what the rental rate would be to repay the debt.

Mr. John Maguire, Administrative Services Director, stated there was an ordinance that required fifty dollars per space for parking decks. One of the things they would have to do, would be have a public meetings. He estimated the covered deck to be approximately fifty to sixty dollars per month. The ground floor would remain metered. The top floor would be approximately ten dollars less than the covered deck. The cost of the deck would determine the rental rate.

In response to questions, Mr. Venable stated there were several ways they could do the deck, but no basement was planned.

Mayor Hanna explained they needed the engineering agreement so they could find out how much it was going to cost and how many spaces they could have. They would have to pre-rent the spaces to cover the debt. They would have some type of agreements before they started construction.

In response to questions, Mr. Venable stated they could cancel the project if it was not feasible.

Alderman Russell asked if the project did not go forward, how was the general fund going to be reimbursed. Was there money in the Parking Fund to reimburse them.

Mr. Maguire stated by the time they made the decision the revenues from the Hilton Parking deck and the other parking income would off set the cost.

Alderman Russell stated then whether or not the project went forward or not he expected whatever money that was dispursed from the sales tax CIP to be reimbursed from the parking fund.

Mr. Maguire replied yes.

Alderman Santos stated he was worried about the appearance of the parking deck. He did not want them to have to put more money into the deck then what it could pay for itself. He did not want the space rental to get to high.

Mr.Venable stated they would have an architect as a sub-contractor. They would have to have some public imput. He thought the architect would come up with some good ideas. They would also want to make a scale model of this so they could see how this would look with the rest of the down town area. He thought it could be a good looking structure, but the cost was something they would have to consider.

Alderman Trumbo stated the bond issuers and the credit rating agency would give them a minimum and maximum on the coverage that would tell them exactly the amount of outstanding debt that the cash flow would service.

Mr. Venable stated he could preseve a process similar to the library's.

Alderman Daniel stated they would want people to find it to be an appealing place. She did not think that they should put in that the city could not put in additional money.

Alderman Austin did not think that this council could bind the hands of the next council.

Ms. Brenda Theil asked if the Parking Commission had been consulted and if so how much input had they had on the location of this facility.

Mr. Maguire stated the property owners were very much aware of the project. Off-Street Parking District owned the parking lot next to the EJ Ball Building.

Ms. Theil stated she thought they were rushing into something.

Mr. Venable stated they had met with the Off-Street Parking District. There was some question on the land. They did not own the other lots. The city owned this one. If the other lot was to become avaiable it was possible to shift. They had discussed this with the engineer. They did

not know if that would ever happen.

Mr. Maguire stated the last communication he had with Mr. Pettus they were willing to open the dialoge up. The best result would be to put all the parking property under one umbrella. That would require more give on their part than they were probably willing to do. It had not been worked out. If they were to do that they would without question have adequate revenue to support this deck and to start planning one in the Dickson Street area or the other pressure points. This was not being rushed by staff. They could lay it on the table.

Alderman Reynolds stated he had been on this committee. They had sent this out to seven firms. They had received five response back. They had spent five hour with each firm to get to this point.

Mr. Maguire stated if the discussions with Off-Street Parking did not go forward. Then we were putting ourselves in the position of having the option to move expeditously. He did not believe it was in the city's best interest to transfer property to Off-Street Parking and let them control it. It had to ran by the city. Ultimately, he thought the city council needed to run the city parking lots.

Alderman Russell clarified that the city was not going to sign the contract or spend any of the money until the Off-Street Parking District had been consulted.

Mr. Maguire stated his advise would be to do nothing until the Off-Street Parking connection had been made or whatever.

Mr. Len Schaper, an area resident, stated this was an important issue because it was a major public structure going in half a block from the square. He was concerned about the public process they would follow to get to the design that people could live with. He was delighted with the Library's public process. He hoped that they would build into the contract the same kind of public input from the community. He was for the deck. He was concerned about how this was going to look and the impact on the street scape. Any good urban designer could tell them what happened at street level visually was very important. The last thing they wanted to see here was a grill through which they would see cars. Ideally, they would have commercial space on the ground floor. Those commercial spaces did not have to be very deep to be useful. They would provide the life of the street. It was very important for the downtown core. Mountain Street was going to be very important because it was going to be the corridor between the square and the new Library. It wanted to have life. It did not need to be a blank facade. He urged them to insist that the design have some kind of life at the street level other than the traditional parking structure. It could be something other than a parking structure.

Mr. Maguire stated they had a good deal of conversation with the engineer in view of exactly what he was saying. They felt that they should leave the space between the ground space and the

next level to make that modification. They had talked about designing the sewer so that part of the engineering would be done. Those were the issues that would be very carefully sought out if this went forward. The connection with the library was very important. This was something they did not need to make a mistake on. If it will not cash flow, they may come back to the council. They saw this as the first connector moving away from downtown.

Mr. Venable stated there were a lot of problems with ventilation and height, but they have discussed this. They would have to get further into the development before more could be determined.

Mr. Schaper did not believe there were any restrictions on the city being a landlord for commercial development. He asked what was in the contract for public input.

Mr. Venable stated he did not recall off hand, but they could amend the contract to have more.

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

RESOLUTION 158-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.
NEW BUSINESS

TELECOMMUNICATION ORDINANCE: An ordinance approving a Telecommunications Ordinance.

Mr. Rose read the ordinance for the first time.

Mr. Rose introduced Mr. Brian Grogan, Moss and Barnett.

Mr. Gorgan stated when he last visited with them there had been some concerns that Southwestern Bell had made about some of the provisions in the document. They had reviewed some of their concerns. They had also spoken with legal council for Adelphia, which was a company that was trying to come into the city as a competitive local exchange carrier to provide competitive telecommunication services. He had worked with both of those firms to address their concerns. Both companies were satisfied that the document fulfilled their concerns. He thought it accomplished the city's goal that the same level of compensation that Southwestern Bell pays to the city for use of rights-of-way. All other providers that come into the city would have to provide the same level of compensation so that they had created a level playing field.

The second part of the equation was the cable service portion. Mr. Rose read the Telecommunication ordinance. Each of the providers on the Telecom side would get a one page agreement that would say they agreed to comply with the ordinance. The Cable side they entered into a separate agreement, or franchise. Presently they had one, Cox Communication. Their

franchise is up for renewal. They had been negotiating a new contract with them. They have accomplished ninety-five percent of the document. They had about ten outstanding issues. The biggest issue was the institutial network. That issue was a very costly one and the most challenging one in negotiation. The question was who was going to pay for this.

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

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

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

ORDINANCE 4278 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PLANNING COMMISSION APPEAL: An appeal of a Planning Commission decision as requested by Dennis Caudle for RZ 00-25 for property located at 1192 N. Rupple Road. The property is zoned R-O, Residential Office and contains approximately 1.5 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Rose read the ordinance for the first time.

Mr. Dennis Caudle stated the Planning Commission had voted against his request. Ten years ago there had been a five acre tract. The back three and half was rezoned so the storage building could be built. The front of the property was zoned R-O at the time. It had taken a long time to complete the large scale development. There was currently a need for a climate control facility. There were none in the City of Fayetteville. He was hoping to construct one more building that would be the climate controlled. He questioned if he could table the item and only ask for eighty to ninety feet, just enough to construct the building.

Alderman Davis asked Mr. Caudle if he had any room to the east to construct the facility.

Mr. Caudle stated their property stopped at the same location were the original large scale development stopped ten years ago. He stated he was asking them what he could do that would be acceptable to them. He could build a privacy fence if they wanted.

Alderman Reynolds stated Mr. Caudle had signed a Bill of Assurance with the Planning

Commission that he would leave the front acreage as R-O so that they would have something different along the front of Wedington other than storage units.

Alderman Davis stated it was his understanding there was 254 feet . If he came eighty feet toward Wedington, he was still going to have another 174 feet of depth between the roadway and the fencing. He thought that would be adequate for an R-O complex.

In response to questions, Ms. Edwards stated the General Land Use Plan did not support the C-2 zoning at that location. It would be closer, but she did not feel that they could support it for that reason.

Alderman Davis stated it was hard to make storage units attractive, but by sitting it back 174 feet he saw a possibility. He would prefer Mr. Caudle to go back before the Planning Commission with this revision.

Mr. Caudle stated this was needed in Fayetteville. It would be no different than what was there.

Alderman Reynolds asked why the Highway Department had given him a curb cut. In the Bill of Assurance, he was suppost to have limited access to Wedington. He asked why that gate had been put up there.

Mr. Caudle stated the gate had been put up for public safe, for the fire department in the event of an emergency. It was an emergency gate. The gate was put up two months ago, when the road as put in. The State had told them to put the road in while the construction was going on. It was not an entry way. The traffic entered off Rupple. The bill of assurance had not been violated.

Ms. Edwards stated Mr. Caudle's request had been for the whole parcel and that was what the Planning Commission denied. If he wanted to get a certain part of that parcel rezoned then the Planning Commission needed to hear the request again. If they denied that request, then he could appeal that decision.

Mr. Caudle requested that they sent his amended request back to the Planning Commission.

Alderman Russell stated he was not committing to supporting or opposing any modified request.

Alderman Davis moved to send the amended request back to the Planning Commission. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

THE ITEM WAS REFERRED BACK TO THE PLANNING COMMISSION.

RZ 00-24.00: An ordinance approving rezoning request RZ 00-24.00 as submitted by Jerry

Martin for property located at 1209 Bailey Street. The property is zoned A-1, Agricultural and contains approximately 2.30 acres. The request is to rezone to R-1, Low Density Residential.

Mr. Rose read the ordinance for the first time.

There was no public comment. Applicant was not present.

LEFT ON THE FIRST READING.

OZARK MOUNTAIN OUTFITTERS: A resolution approving a Certificate of Public Convenience for a horse carriage as requested by Ray Dobson.

Mr. Ray Dobson, Ozark Mountain Outfitters, they currently did more than buggy rides. They were doing train robberies etc. it all tied into the old west. What they would like to do with their horse drawn carriages was to work off Dickson Street. The north side of Walton Art Center. There was already a trolley stop there. They could proceed to the east on School Street, then they would be off Dickson Street. They would give rides behind the Walton Arts Center. They were planning on catering to the Art Center clientiel. They had worked out a route. They were not planning on the Historical district until they had met with them. The Hilton would be able to page them if they had a client that wanted a ride. They wanted to operate during events. He knew there was another company in town. He thought their clients would be from the Walton Art Center and the Hilton. They would generate their own business. If his clients wanted to ride around the square he hoped that they could do that. He thought two companies would be better than one. He would be here when they were not.

Alderman Trumbo stated he would like to see a one year contract.

Alderman Reynolds stated they had an agreement with the other company through December.

Alderman Austin asked Mr. Dobson if he could live with them limiting him from the square during the Christmas months.

Mr. Dobson replied no. If they picked up someone on Dickson that wanted to go to the square. He would be picking up his own business. He would not have pick-up on the square. He would generate his own clientiel from a different area.

Alderman Russell asked Mr. Dobson to describe his route.

Mr. Dobson stated it was his understanding he would not get his permit until he and Mr. Franklin worked out a route. Whatever route they used would be approved by the traffic superintendent. They had removed the Historic District because of the neighborhood association. They would

have loved to be in the Historic District.

Alderman Reynolds stated the present company had been with them for five years. He wondered if they would be willing to expand their business. He did not know how many people could live off this. He did not want to loose the one they had.

Ms. HB Hunsaker, owner of current carriage company, stated she was upset because Mr. Dobson stated that safety was not a problem. Safety was a major concern for her. They had three horse and three carriages that were together all the time. She was asking for him to stay off the square, until after the first of the year. She had no problem with him being down on Dickson. There was not a lot of room on the square.

Mr. Sam Harmond, S&H Carriage, stated he had purchased the company last year. He had bought the pervious owners horses and carriages. He had no problem with Ray being on Dickson, but he felt that picking up people at the Hilton was taking away from them. They bought this to make a living.

Alderman Davis stated he was not sure if they needed to have competition on the square at this point. He asked if he would be okay if Mr. Dobson was not allowed to pick up on the square or at the Hilton during the Christmas Season.

Mr. Harmond replied that would be okay.

Mr. Dobson stated the people he would be picking up from the Hilton would be the people he would generate from bus tours. These people would have his pager. They were people from bus tours. He was not going to go to the Hilton until he received a phone call. He was not going to pick up anyone on the square.

Ms. Hunsaker stated when they were around the square they did not have that much room. It was a safety concern.

Alderman Young moved to approve the Certificate with the total route with the route through the Historic District to be approved by the Historic District and approval of the Traffic Superintendent. Alderman Santos seconded the motion. Upon roll call the motion carried by a vote of 6-1-0. Reynolds voting nay and Daniel absent for vote.
RESOLUTION 159-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.
NWA REGIONAL PLANNING COMMISSION: A resolution approving an amendment to the agreement with Northwest Arkansas Regional Planning Commission

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

RESOLUTION 160-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INFORMATIONAL ITEM:

Informational item to the City Council in accordance with administrative policy.

Meeting adjourned at 9:20 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
DECEMBER 19, 2000

A meeting of the Fayetteville City Council will be held on December 19, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

NOMINATING COMMITTEE REPORT

A. CONSENT AGENDA

p795

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the November 21, 2000 City Council Meeting.

2. **WILSON PARK POOL:** A resolution awarding Bid No. 00-75A to Heckathorn Construction for the Wilson Park Pool Improvements Project. The construction costs are $258,263 plus a project contingency amount of $28,737. The total amount requested is $287,000 with an attached budget adjustment.

163-00

3. **MCCLELLAND ENGINEERS:** A resolution approving an amendment to the engineering contract with McClelland Consulting Engineers to extend the contract an additional year; Task Orders #3, #4, #5 and #6; and the associated budget adjustment in the amount of $143,664.00.

164-00

4. **EARNEST LANCASTER EXTENSION:** A resolution approving Change Order #1 in the amount of $23,838.00 for the construction contract with Harrison Davis Construction for the extension of the Earnest Lancaster Drive.

165-00

5. **SEWER REHAB:** A resolution approving the contract with Heller Co. for sanitary sewer rehabilitation , Illinois Basin 16 and White River Minisystem 9A in the amount of $501,400 and a 10% contingency.

166-00

6. **CABLE TV:** A resolution to approve the extension on the Cable TV contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

167-00

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

168-00

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

2. **OLD BUSINESS**

PASS 4283

1. **RZ 00-27.00:** An ordinance approving rezoning request RZ 00-27.00 submitted by Hilda and Edward Hurtado, on behalf of Dewitt C. Goff for property located at 1819 South School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.80 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the December 5, 2000 City Council meeting.

left on 2 AS AMENDED

2. **WIRELESS COMMUNICATION:** An ordinance approving an amendment to the Wireless Communication Facility Ordinance 4178. The ordinance was left on the first reading as amended.

left on 2ND

3. **GRADING AND DRAINAGE:** An ordinance approving amendments to the City's Grading and Drainage ordinances. The ordinance was left on the first reading. get around from Easton & Dellal. for next agenda.

PASS 169-00

4. **2001 BUDGET:** A resolution adopting the 2001 Annual Budget and Work Program. 3 amendments.

PASS 170-00

5. **2020 LAND USE PLAN:** A resolution adopting the General Plan 2020, Future Land Use Plan, and Master Street Plan.

3. **NEW BUSINESS**

PASS 171-00

1. **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on REAL + Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club.

PASS 4284

2. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

PASS 172-00

3. **OMI:** A resolution approving Amendment No. 6 to the OMI Contract for the operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00.

PASS 173-00

4. **TROLLEY OPERATIONS:** A resolution approving Amendment No. 3 with Jones Transportation deleting operating days and increasing payment rate by 6% with the renewal Agreement for Trolley Operations for the period January 1, 2001 through December 31, 2001.

left 1st reading

5. **HMR TAX:** An ordinance amending §35.20 of the Code of Fayetteville, regarding the HMR Tax.

DENY

6. **TREE SETTLEMENT:** A resolution approving a settlement agreement in Serafini, et al. vs. City of Fayetteville, Arkansas, et al., CIV 2000-536.

PASS 174-00

7. **SEWER REIMBURSEMENT:** A resolution approving a settlement of the sewer back-up claim at 3260 Kings Cross in the maximum amount of $24, 124.89 and approve a budget adjustment.

adjourn 11:30pm

STAFF REVIEW FORM

XXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: December 19, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve staff handling the claim for sewer backup at 3260 Kings Cross in the amount not to exceed $24,124.89, and approve a budget adjustment for the same.

COST TO CITY:

$ 24,124.89	$	Self Insurance
Cost of this request	Project Budget	Project Name
5400-4410-5311.01	$	Sewer Mains Const
Account Number	Funds used to date	Program Name
	$	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item XX Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

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

STAFF RECOMMENDATION: Approve change orders as stated above.

Division Head	15 Dec 00 Date	Cross Reference:
Department Director	Date	New Item: Yes ~~No~~
Administrative Services Director	Date	Previous Ord/Res #:_____
Mayor	Date	Orig Contract Date: _____

DJ\\REHAB-SW\BAS16301.WPD

STAFF REVIEW FORM

168-00 took original Staff review form and put with 12-19-00 Agenda

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF October 17, 2000

FROM:

Marvin Hilton	Cable Administration	Administration
Name	Division	Department

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

COST TO THE CITY:

$ $69,000.00	$ ~~69,000~~ 63,000	Public Access Contract
Cost of this request	Category/Project Budget	Category/Project Name
1010-0600-5713-00	$0.00	Cable Administration Division
Account Number	Funds used to date	Program Name
	~~$69,000.00~~ 63,000	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

SEE MEMO ATTACHED

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Marilyn J Cramer 9-29-00 — Nancy Smith 10/3/00

Accounting Manager Date — Internal Auditor Date

City Attorney Date — ADA Coordinator Date

Purchasing Officer Date: 10-2-00

STAFF RECOMMENDATION:

Marvin Hilton 9-29-00

Division Head Date

Department Director Date

Administrative Services Director Date: 10/3/00

Mayor Date: 10/3/00

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR 9-29-00

SUBJECT: COMMUNITY ACCESS TELEVISION CONTRACT

DATE: September 28, 2000

The Telecommunications Board, at their September 27, 2000 meeting, voted 5-1 to recommend to the City Council that the contract with Community Access Television for public access services be renewed for 2001. The present contract, for the year 2000, is the third of five automatic renewals . The contract for 2001will be the fourth year with automatic renewal for one additional automatic renewal for 2002. A new request for proposal will need to be issued for the renewing the 2003 C.A.T. contract.

The recommended contract budget includes an amount of $69,000 annually for community access television for 2001. This is $6,000 more than the 2000 budget.

See the attached excerpt from the minutes of the Telecommunications Board meeting of September 27, 2000 and the attached contract for public access television.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Fred Hanna, Mayor
John Maguire, Administrative Services Director

FROM: Stephen Davis, Budget Manager

DATE: October 2, 2000

SUBJECT: **Community Access Television Contract Funding - 2001 Budget**

Budget & Research Division recommends City Council postpone determining the final funding level for the Community Access Television (CAT) contract for 2001 until all funding recommendations for all City functions can be presented. The contract before City Council for CAT calls for funding of $69,000 for 2001. Currently, the City staff prepared 2001 budget work papers contain $63,000 for the contract for 2001. If the CAT contract is approved at the $69,000 level, staff will have to reduce funding for other planned services. The CAT contract is budgeted in the Cable Administration Division. Additional information concerning the Cable Administration Division 2001 budget is on page two.

As background information, the City of Fayetteville's 2001 budget process began on July 27 with a budget preparation training session for City staff. The budget submissions are currently in staff review. The City's annual budget must be submitted to City Council on or prior to December 1. Traditionally, the proposed budget has been submitted to City Council the last Tuesday in November. Budget hearings are scheduled as needed until City Council approves the budget during the last City Council meeting in December.

Each Division is given a target budget that is intended to provide funding for ongoing operations. If a Division cannot fund all of its operational expenditures within the target budget, the Division Head completes a target overrun form. The target overrun form lists the Department requesting the additional funding, the fund and program where the request will be budgeted, who prepared the request, the account number the expenditure should be budgeted in, the cost of the expenditure, the Division's priority, a description of the request, and a justification of the request.

The City's budget is driven by revenues available to fund operations. Projected revenues are used as the basis for establishing each target budget for ongoing operations. Based on current revenue trends, the target budget set for each division for 2001 is the same as the 2000 Annual Budget except for City Council authorized changes made subsequent to the adoption of the annual budget. As no increases were given from the prior year's budget, essentially all City Divisions have had to complete

target overrun forms listing expenditure items necessary for ongoing operations. For example, the following table shows the adopted 2000 Budget, the 2001 target budget, and the target overrun listing for the Cable Administration Division.

2000 Adopted Budget	$217,890
2001 Target Budget	$217,900
Target overrun for batteries, tapes, and office supplies.	$4,131
Target overrun for equipment maintenance.	$4,180
Target overrun for NATOA Conference, Alliance of Community Media, etc.	$4,480

The example above shows that Cable Administration Division needs an additional $12,791 in funding for 2001 to have the same resources as they have in 2000. If City Council approves the CAT contract at $69,000 Cable Administration Division will need $18,791 more funding than currently programmed for their operations in 2001.

The City's budget is impacted by several significant uncontrollable cost increases for 2001. For example, fuel cost for City vehicles has become unpredictable and the cost has escalated tremendously over prior years, utility costs are projected to increase, and the City's group health insurance premiums have increased. The one area that has presented the most confusion in past budget years has been funding for services provided by not for profit agencies and funding for services provided by other governmental entities. This year, most of the not for profit agencies and other governmental entities that perform services for the City have requested additional funding for 2001.

Below is a table that outlines the City's funding for not for profit agencies and governmental entities since 1997 until present, including requests for funds in 2001:

Name of Agencies	1997 Funding	1998 Funding	1999 Funding	2000 Funding
Central EMS	$144,380	$143,545	$143,545	$143,545
Ozark Transit	39,690	42,780	19,468	39,468
First Night	550	9,748	15,000	12,000
Cable Access Television	52,000	63,000	63,000	63,000
Arkansas Athletic Outreach	5,000	10,000	15,000	10,000
Fayetteville Boys & Girls Club	108,824	123,634	205,036	210,799
Downtown Dickson	15,000	15,000	15,000	25,000
Council on Aging	30,000	31,000	31,000	35,000

Other Governmental Agencies

Fayetteville Public Library	389,513	476,200	558,322	594,300
Razorback Transit	20,000	20,000	0	20,000
NW AR Regional Planning	35,910	28,244	28,244	28,244

The funding requested for 2001 is as follows.

Not For Profit Agencies	2001 Funding Requested	2001 Target Budget	2001 Funding Difference
Central EMS	$143,545	$143,545	$0
Ozark Transit:			
Operations	41,406	35,000	(6,406)
Capital	25,217	0	(25,217)
First Night	15,000	0	(15,000)
Cable Access Television	69,000	63,000	(6,000)
Arkansas Athletic Outreach	10,000	10,000	0
Fayetteville Boys & Girls Club	193,107	186,362	(6,745)
Downtown Dickson	35,000	25,000	(10,000)
Botanical Gardens	58,700	0	(58,700)
Council on Aging	35,000	31,000	(4,000)
Other Governmental Agencies			
Fayetteville Public Library	741,508	594,300	(147,208)
Razorback Transit	30,000	20,000	(10,000)
NW AR Regional Planning	28,244	3,378	(24,866)

Budget meetings and discussions are generally conducted with most City Divisions and agencies requesting funding from the City. These discussions are normally conducted in October and early November.

The purpose for providing the above information is to assist City Council in the difficult decisions faced in the coming budget year. If you have any questions or need additional information, please call me, Stephen Davis at 575-8296.

Telecommunications Board Meeting
Minutes: excerpt of motions and votes on the C.A.T. Contract
September 27, 2000
City Administration Building
113 West Mountain Street

1. Meeting was called to order at 5:55 PM.

2. Telecommunications Board Members present: James Alford, Kevin McDonald, Barbara Stripling, Doug Wright, Jim Bemis, Rowland McKinney and Bruce Hawkins. Also present were Marvin Hilton, Cable Administrator and various members of the press and public.

3. C.A.T. CONTRACT: Bob Emenegger, C.A.T. Board Chairman, requested that the C.A.T. budget be increased by 7% to cover such things as one full time and two part time production people for community requests to film events, for outreach and promotion of C.A.T., for education, permanent teachers, new manuals and classes at the high schools and the Walton Art Center. The 7% would be a total increase of about $67,400.

Kevin McDonald indicated that CAT might be better served by obtaining a level of self-funding.

Bob Emenegger said that Access has such a wide range of programming that is not consistent, and so it's difficult to maintain a steady audience and self-sufficiency. It is much more difficult for CAT than say a station like KUAF which has much more control over their program schedule, to be self-sufficient.

Barbara Stripling said that the problem is we can't tie funding to programming because we are not allowed to determine content. C.A.T. has to be content neutral.

Doug Wright moved that the C.A.T contract be approved with the 7% increase requested which would bring the total city funding to $67,500.

The motion failed for lack of a second.

James Alford moved that the C.A.T. contract be approved with a 9% increase for a total of $69,000.

Kevin McDonald seconded the motion.

Motion passed with a 5 to 1 vote.

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

THIS AGREEMENT is made and entered into this ___ day of _____, 2000, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

SECTION I.
CONTRACT PERIOD.

A. The contract period shall begin the 1st day of January, 2001 and shall continue until the 31st day of December,2001. However, this agreement may automatically renew for one (1) additional one (1) year term. Each such annual renewal term shall be subject to a favorable recommendation from the Telecommunications Board to the City Council, approval of renewal by the City Council, and budget approval by the City Council.

SECTION II.
SERVICES/DUTIES.

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

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.

2. Scheduling of programs on the public access channel.

3. Cablecasting of programs on the public access channel.

4. Promoting use of the Public Access Channel.

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

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

1. Facility:

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

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

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

2. Copier:

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

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

3. Video Equipment:

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

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

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

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and

checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

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

4. Phone:

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

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

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

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

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

5. Fees:

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

6. Other/Misc.:

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

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

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

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

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

f. Contractor's staff shall do their part to keep the Access Center clean by keeping the breakroom clean after use by their staff and public access users.

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

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

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

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

SECTION III.
LEGAL AUTHORITY.

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

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

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

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

SECTION V.
FUNDING/CONSIDERATION.

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of $_____ for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th ,2001.

SECTION VI.
PROGRAMMING.

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

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

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

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

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

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

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

SECTION VII.
PERSONNEL.

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

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

SECTION VIII.
REPORTS AND INFORMATION.

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

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

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

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

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

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

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

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

4. Amendments or changes to programming policies.

SECTION IX.

AUDIT/REVIEW

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

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

SECTION X.
ACCESSIBILITY OF RECORDS.

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

SECTION XI.
INSURANCE.

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

1. General Liability:

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

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

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

SECTION XII.
DIRECTOR'S MEETINGS

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

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

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

SECTION XIII.
BONDING.

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

SECTION XIV.
EQUAL OPPORTUNITY.

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

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

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

SECTION XV.
PERSONNEL POLICIES.

A. Personnel policies shall be established by the

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

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

SECTION XVI.
CONFLICT OF INTEREST.

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

B. The Contractor further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others particularly, those with which they have family, business, or other ties.

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

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

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

SECTION XVII.
POLITICAL ACTIVITY.

A. No portion of the funds received by the Contractor

hereunder shall be used by the Contractor to directly produce any programs nor to participate in any Contractor-sponsored activities of a political nature (including, but not limited to, any activity to further the appointment, election, defeat or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat or final content of any legislation). However, Contractor will cablecast programs made by the public which express opinions on issues or candidates.

SECTION XVIII.
SECTARIAN ACTIVITY.

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

SECTION XIX.
PUBLICITY.

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

SECTION XX.
HOLD HARMLESS.

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

SECTION XXI.
USE OF CITY PROPERTY.

A. Contractor hereby recognizes that it is performing services for the City on City-owned property and that while on such property, Contractor shall not engage in any activity that

is not directly related to services provided pursuant to this Agreement.

SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.

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

SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.

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

SECTION XXIV.
TERMINATION OF AGREEMENT.

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

SECTION XXV.
SEVERABILITY.

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

By:_____
Title:_____

ATTEST:

By:_____
Title:_____

CITY OF FAYETTEVILLE, ARKANSAS

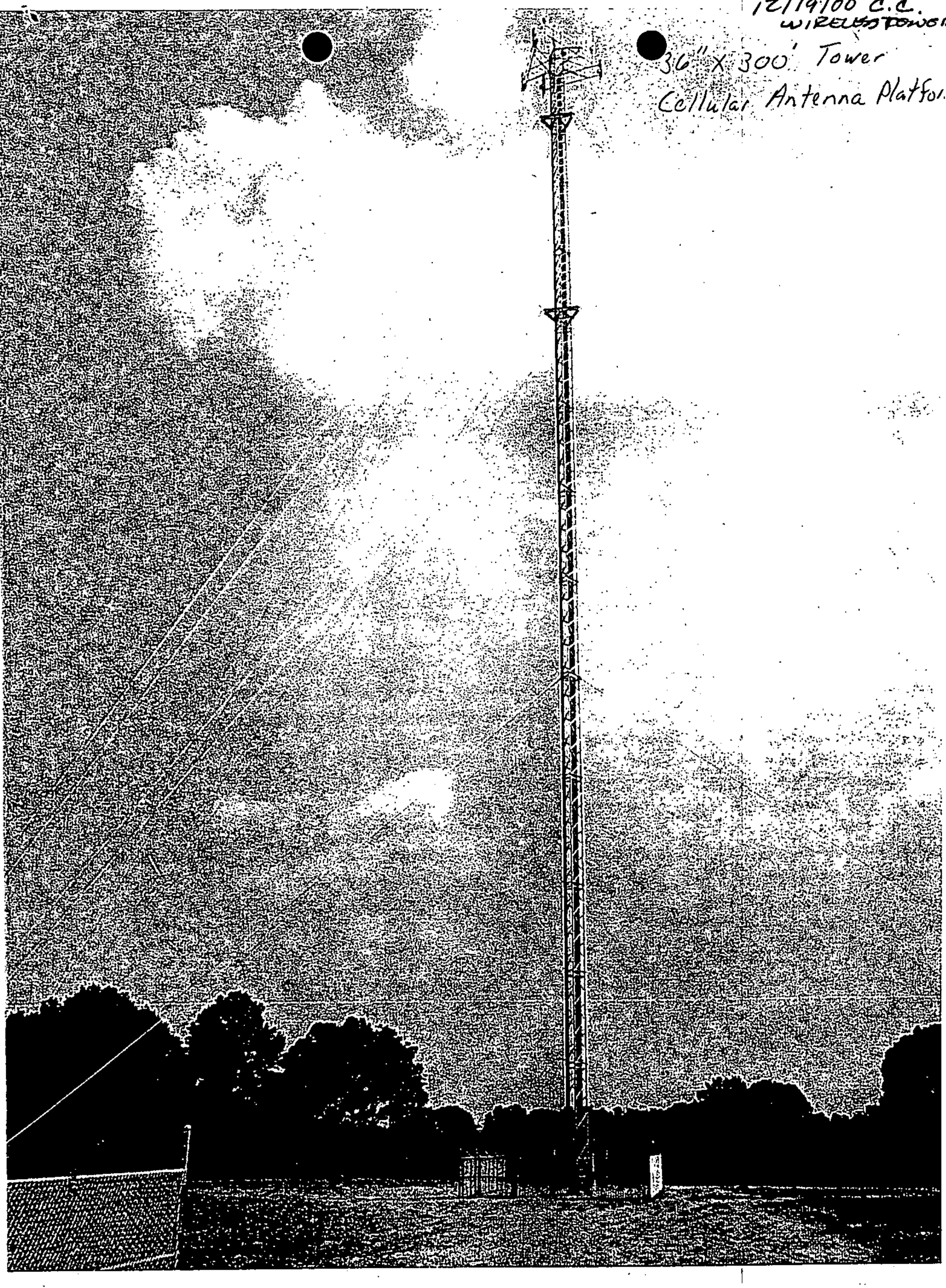
By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

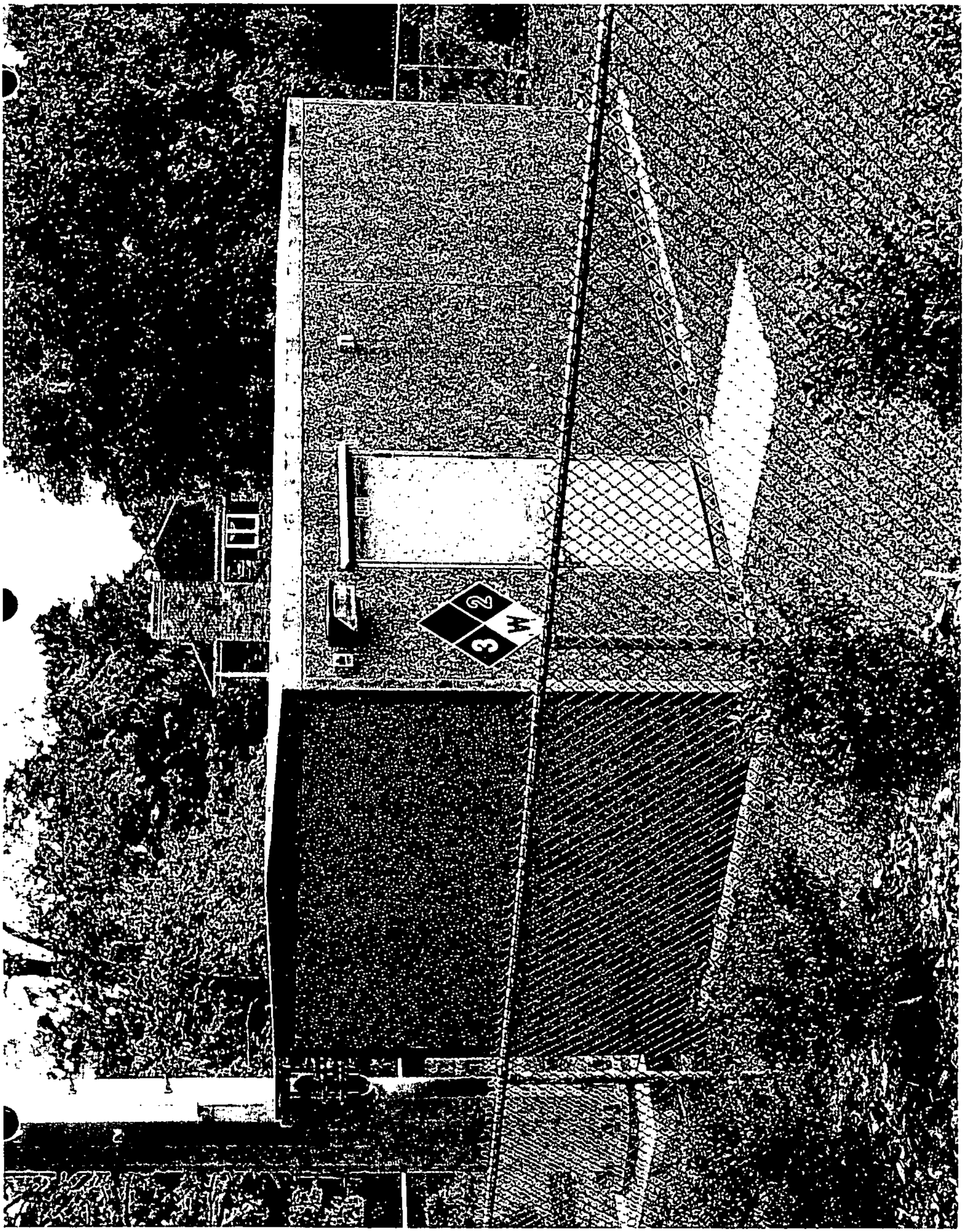
12/19/00 C.C.
WIRELESS TOWER

36" X 300' Tower
Cellular Antenna Platfor.



Cellular Ground Facility

(145)



AGENDA SESSION
12/12/00
AMENDED ORD.

ORDINANCE NO._____

AN ORDINANCE PROVIDING FOR REPLACEMENT TOWERS FOR WIRELESS COMMUNICATIONS FACILITIES AND ESTABLISHING CONDITIONS FOR GUYED TOWERS.

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

Section 1. That Section163.29, Wireless Communications Facilities, Subsection E. 3. Exemptions/Existing Towers, is hereby deleted and the following shall be inserted in its stead:

§163.29. Wireless Communications Facilities.

E. Exemptions

3. Existing Towers. All existing towers may be replaced with the same type and height of tower structure as currently exists. All replacement towers shall comply with Sections 163.29 A.1., 2., and 3. regarding noise requirements, compliance with federal regulations and lighting and signage and Sections 163.29 B. 5., 9., 10., and 11. regarding color of towers, structural integrity and inspections of towers, security fencing and anti-climbing device, and vegetative screening requirements. All existing guyed towers shall also be subject to the following conditions:

a. A demolition permit shall be issued prior to a building permit being issued for the replacement tower.

b. The demolition permit shall expire within 90 days and shall require the existing tower to be demolished within 90 days from issuance of the building permit for the replacement tower.

c. The new tower shall be constructed as close as technically feasible to the existing tower.

d. Additional antennas may be installed on an existing tower of any height, and additional buildings or other supporting equipment used in connection with such additional antennas may be placed at the tower site so long as the proposed additions would add no more than twenty (20) feet of height to the original height of the existing tower. The addition or modification, to the extent possible, should be designed to minimize visibility.

e. The replacement tower structure may be increased in width to a maximum of 36". Existing guyed towers over 36" shall not be increased in width with a replacement tower.

Section 2. That Chapter 151, Definitions, Original Tower Height, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

Original Tower Height: Height of a tower, not including any antennas, on the date of the passage of this ordinance.

PASSED AND APPROVED this ____ day of _____, 2000.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

ORDINANCE NO._____

AN ORDINANCE AMENDING §35.20 OF THE CODE OF FAYETTEVILLE (ORDINANCE NO 2310, AS AMENDED), TRANSIENT OCCUPANCY TAX, LEVY OF TAX TO ADD DELIS, DRIVE-IN RESTAURANTS, CARRY-OUT RESTAURANTS, CONCESSION STANDS, CONVENIENCE STORES, GROCERY STORE RESTAURANTS AND SIMILAR BUSINESSES TO THE LIST OF BUSINESSES TO WHICH THE CITY'S GROSS RECEIPT TAX OF 1% (HOTEL, MOTEL AND RESTAURANT TAX) APPLIES (A.C.A.§26-75-601 ET SEQ); ADDING OFF-PREMISES CONSUMPTION BUSINESSES TO THE LIST OF BUSINESSES SO TAXED AND EXCLUDING FROM TAXATION GROSS RECEIPTS OR GROSS PROCEEDS OF ORGANIZATIONS QUALIFIED UNDER §501(c)(3) OF THE FEDERAL INTERNAL REVENUE CODE.

WHEREAS, the current gross receipts tax of 1% on Hotel, Motels and Restaurants (A.C.A.§26-75-601 et seq.) established by Ordinance No. 2310, as amended (HMR tax) levys the tax only upon restaurants, cafes, cafeterias and all other establishments engaged in the business of selling prepared food for consumption on the premises of such establishment in the city, and;

WHEREAS, the City wishes to also apply the HMR tax to delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store restaurants and similar businesses and all taxable businesses selling prepared food for on or off premises consumption as allowed by A.C.A.§26-75-602 and;

WHEREAS, the City wishes to exclude from HMR taxation the gross receipts on gross proceeds of organizations qualified under §501(c)(3) of the federal Internal Revenue Code.

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

Section 1. That §35.20 of the Code of Fayetteville, Tax, Levy of Tax, is hereby repealed and the following inserted in its stead:

> **§35.20 Levy of Tax.** There is hereby levied, a tax of 1% (the tax) upon the gross receipts or gross proceeds from the renting, leasing, or otherwise furnishing of hotel or motel accommodations for profit in the City and upon the portion of the gross receipts or gross proceeds received by restaurants, cafes, cafeterias, delicatessens, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants and similar businesses as may be defined from time to time by ordinance from the sale of prepared food and beverages for on or off-premises consumption, but such tax shall not apply to such gross receipts or gross proceeds of organizations qualified under section §501(c)(3) of the federal Internal Revenue Code.

PASSED AND APPROVED this ____ day of _____, .

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

DRAFT

02-23-98 04:10PM P06

STATE

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broaden community
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ıent: City of Hot
88 Ark. 286, 705
f. 63.

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(1,000) acres
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26-75-602. Gross receipts taxes authorized.

(a) Any city of the first class, city of the second class, or incorporated town may, by ordinance of the governing body thereof, levy a tax not to exceed three percent (3%) upon the gross receipts or gross proceeds identified in subsection (c) of this section.

(b) Any city of the first class in which is located a city park of one thousand (1,000) acres or more may, in a like manner, levy an additional tax of one percent (1%) upon the gross receipts or gross proceeds identified in subsection (c) of this section. Revenues collected from this additional tax shall be used by the city parks and recreation department for the promotion and development of city parks and recreation areas.

(c) The tax authorized in this subchapter shall be upon any one (1) or more of the following, as specified in the levying ordinance:

(1) The gross receipts or gross proceeds from renting, leasing, or otherwise furnishing hotel, motel, or short-term condominium rental accommodations for sleeping, meeting, or party room facilities for profit in such city or town, but such accommodations shall not include the rental or lease of such accommodations for periods of thirty (30) days or more; and

(2) The portion of the gross receipts or gross proceeds received by restaurants, cafes, cafeterias, delicatessens, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, and similar businesses as shall be defined in the levying ordinance from the sale of prepared food and beverages for on or off-premises consumption, but such tax shall not apply to such gross receipts or gross proceeds of organizations qualified under section 501(c)(3) of the federal Internal Revenue Code.

(d) [Repealed].

History. Acts 1965, No. 185, § 1; 1969, No. 123, § 1; 1971, No. 534, § 1; 1977, No. 178, § 1; 1979, No. 926, § 1; 1981, No. 20, § 1; 1981, No. 957, § 1; A.S.A. 1947, §§ 19-4613, 19-4613.1; Acts 1989, No. 626, § 2; 1991, No. 726, § 1; 1993, No. 364, § 1; 1995, No. 300, §§ 1, 2; 1995, No. 931, § 1.

Publisher's Notes. Acts 1985, No. 976, confirmed and continued the authority of municipalities to levy the hotel and restaurant tax and to pledge the proceeds of that tax to tourism bonds by ordinance subject to referendum but without a prior vote of the people. It declared the proceeds of any hotel and restaurant tax pledged to tourism bonds issued under Acts 1971, No. 380, or bonds issued under the Local Government Capital Improvement Revenue Bond Act of 1985, for tourism projects, to be project revenues of the project financed. It further provided that the hotel and restaurant tax is not a "tax" as taxes are normally understood and intended for government support but is a special levy paid and collected by those persons and entities peculiarly associated with and benefited by tourism. However, since the Local Government Revenue Bond Act of 1985, § 14-164-301 et seq., makes specific reference to hotel and restaurant taxes and the Local Government Capital Improvement Revenue Bond Act of 1985, § 14-164-401 et seq., does not, it is uncertain which act was intended to be referred to by Acts 1985, No. 976.

Acts 1981, No. 957 became law without the governor's signature on April 8, 1981.

Acts 1989, No. 626, § 1, provided: "It is hereby found and determined by the General Assembly that:

"(A) Tourism is the second largest industry in the United States with revenues totaling over two hundred billion dollars;

ORDINANCE NO. 2310 Fayetteville

AN ORDINANCE LEVYING A TAX UPON THE GROSS RECEIPTS OF HOTELS, MOTELS, RESTAURANTS, CAFES AND CAFETERIAS IN THE CITY; PRESCRIBING THE PROCEDURE FOR THE COLLECTION AND ENFORCEMENT OF THE TAX; PRESCRIBING THE PURPOSES FOR WHICH REVENUES DERIVED FROM COLLECTION OF THE TAX MAY BE USED; CREATING A CITY ADVERTISING AND PROMOTION COMMISSION; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fayetteville, Arkansas (the "City") has many benefits to offer visitors to the City and is presently not taking full advantage of its resources for the attraction of visitors; and

WHEREAS, the development of such resources would result in many economic and other benefits to the City and its inhabitants; and

WHEREAS, the City does not have funds available but the General Assembly of the State of Arkansas has adopted Act No. 185 of 1965 ("Act No. 185"), as amended by Act No. 123 of 1969 ("Act No. 123"), providing a means by which the City can obtain the needed funds;

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

Section 1. There is hereby levied, effective April 1, 1977, a tax of one per cent (the "tax") upon the gross receipts from the renting, leasing or otherwise furnishing of hotel or motel accommodations for profit in the City and upon the gross receipts of restaurants, cafes, cafeterias and all other establishments engaged in the business of selling prepared food for consumption on the premises of such establishment in the City.

(b) The tax shall be collected from the purchaser or user of the food or accommodations by the person, firm, corporation, association, trust or estate (or other entity of whatever nature) selling such food or furnishing such accommodations (the "taxpayer"), and the taxpayer shall remit to the City on the fifteenth day of each month all collections of the tax for the preceding month, accompanied by reports on forms to be prescribed by the City Manager.

(c) As provided in Act No. 185, the provisions of Act No. 386 of 1941, as amended, together with the rules and regulations thereunder, shall, so far as practicable, apply to the administration, collection, assessment and enforcement of the tax.

Section 2. There is hereby created the City Advertising and Promotion Fund, to which fund there shall be credited all collections of the tax.

Section 3. The City Advertising and Promotion Fund shall be used, in the manner determined by the City Advertising and Promotion Commission, exclusively for the advertisement and promotion of the City and its environs and/or for the construction, maintenance, repair and operation of a convention center, including the pledge of revenues therein to the payment of bonds issued under Act No. 185, as amended by Act No. 123.

Section 4. (a) There is hereby created the City Advertising and Promotion Commission (the "Commission"). The Commission shall have the powers and duties prescribed by Act No. 185, as now or hereafter amended. The Commission shall be composed of seven members as follows: Four members shall be owners or managers of hotels, motels or restaurants (or other establishments engaged in the business of selling food for consumption on the premises) (the "hotel and restaurant members") who shall be appointed by the Mayor with the approval of the Board of Directors of the City; three members shall be the Mayor of the City and two members of the Board of Directors of the City selected by the Board of Directors of the City.

(b) The hotel and restaurant members shall at the first meeting of the Commission draw lots for terms of one to four years; all successors (except those appointed to complete an unexpired term) shall serve a term of four years.

Section 5. All ordinances and resolutions, and parts thereof, in conflict, in whole or in part, with any of the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. The provisions of this ordinance are hereby declared to be severable. If any provision shall be held to be invalid or to be inapplicable to any persons or circumstances, such invalidity of inapplicability shall not affect the remainder of the provisions of this ordinance.

Section 7. It has been found, and it is hereby declared, that the City badly needs additional revenues for the advertising and promotion of the City and for the development of a convention center; that this ordinance and the tax levied by it are the only reasonable means available for the alleviation of these needs; and that the advertisement and promotion of the City and the development of a convention center are essential to the continued development of the City and to the welfare of the inhabitants thereof. This ordinance, therefore, being necessary for the preservation of the public peace, health and safety, an emergency is declared to exist, and this ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED THIS 1st DAY OF March, 1977.

APPROVED:

Ernest E. Lancaster
MAYOR

ATTES:

Darlene Westbrook
CITY CLERK

CATERERS

All Seasons Catering
A Q Catering
Atlanta Bread Company
Belvedeer's Catering
Blimpie Subs & Salads
Blimpie Subs & Salads
Bordino's
Café Santa Fe
Cajun Gypsy
Catfish Hole # 3
Clarion Inn
Corky's Catering
Eureka Pizza
The Event Group
Fat Toney's Bar-b-que
Fresh Approach
Goldie's Patio Grill
Hilton Fayetteville
JoMomma's HomeCooking Services
Jose's Mexican Restaurant
Kisor's Grill & Bakery
Noodles Italian Kitchen
North Forty
~~Ozark Baking and Catering~~
Ozark Mountain Smoke House
Penguin Ed's B & B Bar-b-q
Sassafras
Schlegel's Bagel Café
~~Schlegel's Bagel Café~~
Shanghai Chinese Restaurant

DELI'S GROCERY STORE RESTAURANTS
Harp's
IGA

DRIVE-INS
Shakey's

CARRY OUT RESTAURANTS
Domino's Pizza
Eureka Pizza
Little Caesar's Pizza
Papa John's Pizza

MISC.
Smoothie King

CONCESSION STANDS

Unable to quantify

Survey of HMR Tax Collections

City	Tax % Food	Tax % Lodging	On-premise/ off-premise	specific bus i.d.	collect from caterers?	collect from concess. stands?	collect from conven. stores?	Who collects tax?	Procedure set up for col. delinquent taxes?	How do you know proper tax is collected?
Bentonville	1%	1%	yes	and "similar busine	yes	yes, for-profit	yes	A & P	yes	No way of checking at this time
Blytheville		1%	n/a	n/a	n/a	n/a	n/a	Chamber	no	Honor system
Brinkley	2%	2%	yes	yes	yes	yes	yes	A & P	garnished acct - lien agnst property	Good faith
Cabot	1.5%	1.5%	both	yes	yes	yes	yes	City	yes, letters 1,2,3	gross receipts tax monthly report
Eureka Spring	2%	2%	on-premise	no	none in tow	no	yes	City	60 days/letter from city clerk/10 day	honor
Fayetteville	2%	2%	on-premise	no	no	no	no	City	yes, letters & pros. Atty	Trust
Ft. Smith		1%	n/a	n/a	n/a	n/a	n/a	City	City does this	We don't
Forrest City	1%	1%	yes	yes	yes	no	yes	Chamber	yes	good question
Little Rock	1%	1%	establishments engaged in the business of selling prepared food					City		
Ozark	1%	1%	on-premise	no	yes, if base	no	yes, if food sales	City	City attorney seems to be most effe	Trust merchants
Pine Bluff	2%	2%	yes	yes	yes	yes, except non-profits	those with deli's	City collector	summons to municipal court	form asks for amt. Reported to state
Springdale		2%	n/a	n/a	n/a	n/a	n/a	City		
Texarkana	1%	1%	yes	yes	yes	yes	yes	City	Fine imposed, enforcement inconsi	Taxpayers self-report
Van Buren	1%	1%	yes	yes	yes	no	yes	Chamber	yes	gross recept form/ request examinatin of books & records

The following cities did not respond
Clarksville
Dumas
Harrison
Heber Springs
Helena
Hope
Hot Springs
Jonesboro
No Little Rock
Rogers
Sherwood
Siloam Springs
West Memphis

Fayetteville Youth Center
BOYS & GIRLS CLUBS
915 California Drive
Fayetteville, Arkansas 72701 • Phone 442-9242

DATE: December 18, 2000

TO: Members of the
Fayetteville City Council

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

RECEIVED
DEC 18 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

SUBJECT: funding request for new facility

We offer this short letter to reiterate our request for City support toward construction of a new facility and ask that you approve a 2-mill extension at the next Council meeting. This unique project requires that a sizable supplemental fundraising challenge be met to leverage over $9.26 million from the Donald W. Reynolds Foundation—we feel the option described above is more than appropriate since the citizens of Fayetteville have once already expressed their support for our organization via approval of the HMR tax.

This project has value on several different levels: (1) the community has a "one-time, life-time" opportunity to realize the benefits of a world class facility for youth and families at a fraction of its overall cost; (2) construction will take place at approximately $90 per square foot—much less than other tax-assisted projects; (3) portions of our current operation can be brought on site at the new location to create efficiencies, and (4) the facility is designed to maximize the ability of staff and volunteers to engage youthful users in a meaningful way. For these and many other reasons, we believe this project has to be viewed as an excellent investment for the future of Fayetteville.

A commitment has been made by our Board to provide reasonable transportation for youth from all parts of the community, including those that have joined through the Jefferson Elementary School branch, so they may receive full benefit of the new facility. Our scholarship component will be expanded and aggressively promoted to ensure all can access our full continuum of programs, services and activities regardless of financial means. We will seek and find new partners to help us fulfill our mission of helping young people, particularly those from disadvantaged circumstances, to acquire the skills and capabilities necessary for future success.

Raising generations of well equipped youth will have positive quality of life implications for all in our community—we stand ready to help make that happen with your support.

STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 19, 2000

FROM:

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

ACTION REQUIRED:

Acceptance of Amendment #3 (Exhibit "A") deleting operating days and increasing payment rate by 6% with the Renewal Agreement for Trolley Operations for the period of January 1, 2001 through December 31, 2001.This will include Contract #695 dated December 21, 1999, Amendment 1 dated January 31, 2000 and Amendment 2 dated February 2, 2000. The Vendor for this Agreement is Jones Transportation Service, Inc., 1617 Ramsey Ave., Fayetteville, AR 72703 (Vendor #2857) This Amendment is completed in accordance with Item #13 of the Original Operating Agreement Dated February 2, 1999.

COST TO CITY:

	$ 10,000.00	Services & Charges
	$ 19,000.00	Services & Charges
$ 109,000.00 Est.	$ 80,000.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
2130-9130-5315.01	$ -0-	
1010-6600-5315.01	$ -0-	
2180-4970-5315.01	$ -0-	
Account Number	Funds Used To Date	Program Name
	$ 10,000.00	
	$ 19,000.00	
	$ 80,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date 12-5-00	ADA Coordinator	Date
City Attorney	Date 12-7-00	Internal Auditor Nancy Smith	Date 12/7/00
Purchasing Officer	Date 12-5-00		

STAFF RECOMMENDATION

Acceptance of the provisions of Amendment 3, Deleting Operating Days, Increasing Payment Rate and the Renewal of the Original Operating Agreement.

Division Head	Date 12.3.00	Cross Reference
Department Director	Date	New Item: **Yes No**
Administrative Services Director	Date 12/7/00	Prev Ord/Res #:
Mayor	Date 12/7/00	Orig Contract Date:

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Steve Davis, Budget Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: December 3, 2000

SUBJECT: **COST ANALYSIS OF CONTRACT RENEWAL #695 - Jones Transportation Service**

Reference the attached Agenda Request for the Acceptance of Amendment #3 with the Contract Renewal for the Period of January 1, 2001 through December 31, 2001 with Jones Transportation Service, Inc., 1617 Ramsey Ave., Fayetteville, AR 72703 (Vendor #2857). Please note that Mr. Jones has reduced the days of operation for the Poppy Route (North Route) to assist in compensating for the increase desired for operational expenses.

Also attached is the proposed hour of operation schedule for the Poppy (North) Route, Dogwood (South) Route and the Park & Ride Operation. It is anticipated that the Park & Ride will be needed only thru June due to the scheduled opening of the Town Center.

This schedule shows the number of hours that the trolley will be operated by month, broken down by Dogwood (South), Poppy (North) and Park & Ride. The total for hourly operation of the current units amounts to $91,562.80. This figure does not include a contingency to cover additional operating time caused by adverse weather condition, mechanical problems, accident situations, special ADA requirements and unusual handicap requirements of disabled or physically challenged passengers. In addition to the regular scheduled route, special operations are anticipated such as, but not limited to the following: Planning Commission Tours, City Council Tours, Visiting Dignitary Tours and Special Events such as Spring Fest, Autumn Fest, Parades such as Veterans Day and special transportation needs such as Hillcrest Tower Resident transport to dinners that are scheduled for their benefit at no charge such as Thanksgiving and Christmas. This schedule is not included with the attached hours of operation schedule for the Poppy (North), Dogwood (South) and Park & Ride. Please note that special functions such as these occasionally require the use of a vehicle with a seating capacity in excess of those operated by the City. The need for units such as these will be based on the charge of Jones Transportation Service Vehicles per the schedule listed in Amendment #3. Additional route requirements will need to be addressed as funding is made available.

The total operating requirement can therefore be summarized as follows:

Dogwood Route (South)	$44,714.78	
Poppy Route (North)	$38,602.55	
	Total for Scheduled Routes	**$83,317.33**
Park & Ride	$ 8,245.48	
	Total Park & Ride	**$ 8,245.48**

Total Funds Required for Operation Contract #695 - Jones Transportation Service, Inc.

$91,562.80

All of the above listed projections are based on continuing current operations. At the present rate of ridership gains, it may be necessary to reevaluate the Dogwood (South) Route operations. Future needs may require the addition of an additional vehicle on this route.

Therefore any future changes to the current schedule of operations will require a re-evaluation of this request.

The projected fuel and maintenance cost for the units presently being utilized in the current operations will result in an approximate expenditure of $16,560.00 per unit on route and an additional $2,760.00 per unit to maintain stand by equipment. This gives a total estimated cost of $35,880.00 for fuel and maintenance.

Total projected cost of the above listed trolley routes is approximately $127,000.00. The 2001 Budget contains $109,000.00 in funding, therefore to continue to provide the minimum of services in the trolley program an additional $18,000.00 will be needed.

Trolley Riders

	Poppy Route (North)	Dogwood Route (South)	Park & Ride
January			
February	2009		528
March	2517	1115	609
April	2345	1224	572
May	2466	1075	688
June	2485	1236	602
July	2420	1124	645
August	2251	1523	707
September	2175	1048	636
October	1926	1371	617
November	1668	1244	623
December			
	22262	**10960**	**6227**

Total Riders for the period 2/1/00 thru 11/30/00

39449

RESOLUTION NO._____

A RESOLUTION APPROVING THE ACCEPTANCE OF THE AGREEMENT WITH JONES TRANSPORTATION SERVICE, INC., FOR THE PROVISIONS OF AMENDMENT #3 TO CONTRACT #695 FOR THE PERIOD OF JANUARY 1, 2001 THROUGH DECEMBER 31, 2001 IN THE AMOUNT OF $91,562.80 AND APPROVING $35,880.00 FOR FUEL, MAINTENANCE AND OTHER EXPENSES.

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

Section 1. That the City Council hereby approves Contract Amendment #3 with Jones Transportation Service Inc. to continue the operation of the "Fayetteville Trolley Service" for the period of January 1, 2001 through December 31, 2001 in accordance with the provisions of Contract #695 and Amendment #1 and Amendment #2 in an amount not to exceed $91,562.80. A copy of Amendment #3 is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves an additional $35,880.00 for fuel, maintenance and other expenses.

PASSED AND APPROVED this _____day of _____, 2000

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

AMENDMENT TO THE AGREEMENT WITH

JONES TRANSPORTATION SERVICE, INC.

AMENDMENT # 3

This is an amendment to the Agreement for Trolley Services executed on the 2nd day of February 19 99 between the City of Fayetteville, Arkansas and Jones Transportation Service, Inc. (Contract #695)

Item 1.

This amendment will change the days of operation of the Poppy Route (North Route) of the City of Fayetteville Trolley Service beginning on January 1, 2001. Regular Scheduled Service will be eliminated on the following days: New Years Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Item 2.

This amendment will also change the Rate of Payment as listed in Section 9 of the above stated agreement, effective January 1, 2001. Rates will be increased by 6% as follows:

(a) $17.50 will be changed to $18.55

(b) $25.00 will be changed to $26.50

(c) $29.90 will be changed to $31.70

Item 3.

This amendment will provide a Renewal Agreement between the City of Fayetteville and Jones Transportation Service Inc. for the Trolley Operations as originally set in Contract #695 dated February 2, 1999 and approved as Resolution 11-99, along with the provisions of Amendment #1 dated January 31, 2000, Amendment #2 dated February 2, 2000 and the provisions of Amendment #3 listed herein. This Renewal Agreement shall be effective from January 1, 2001 through December 31, 2001 inclusive.

CITY OF FAYETTEVILLE:

MAYOR

Date

Jones Transportation Service, Inc.

Harold Jones President

11-27-00
Date

JONES TRANSPORTATION SERVICE, INC.
1617 Ramsey Avenue
Fayetteville, AR 72703
501.443.6646
FAX: 501.443.7144
Cellular: 501.841.9801

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

Reference: Trolley Operation Agreement Dated February 2, 1999 - Provision #13 and Renewal Agreement dated December 21, 1999.

In accordance with Item #13 of the Operating Agreement (Resolution #11-99) dated February 2, 1999, Amendment #1 dated January 31, 2000 and Amendment #2 Dated February 2, 2000. Please be advised that the Jones Transportation Service, Inc., will provide continuing service for the period of January 1, 2001 through December 31, 2001 with a "cost of living" increase of 6% to the current rate schedule.

The provisions of this increase are detailed in "Amendment 3" attached.

Please note that the initial bid rate has been adhered to for a total of 21 months without any request for a rate increase. Therefore it is with sincere regret that the need has presented itself to ask for an increase at this time. This is due to increased costs incurred by Drivers salary, Dispatch and Operations Equipment and Personnel Costs and the costs of providing alternate equipment when passenger capacity of City Equipment is exceeded by scheduling requests.

Harold Jones, President

Harold Jones

2001 Trolley Hours of Operation

	Dogwood South Hours @ $18.55		Poppy North Hours @ $18.55		Total Hours	Total Dollars	Park & Ride Hours @ $18.55		Total w/ Park & Ride Hours	Total w/ Park & Ride Dollars
January	207	$3,839.85	172	$3,190.60	379	$7,030.45	77	$1,428.35	456	$8,458.80
February	181.5	$3,366.83	151	$2,801.05	332.5	$6,167.88	66.5	$1,233.58	399	$7,401.45
March	212	$3,932.60	176.5	$3,274.08	388.5	$7,206.68	77	$1,428.35	465.5	$8,635.03
April	198.5	$3,682.18	165	$3,060.75	363.5	$6,742.93	73.5	$1,363.43	437	$8,106.35
May	207	$3,839.85	172	$3,190.60	379	$7,030.45	77	$1,428.35	456	$8,458.80
June	203.5	$3,774.93	169.5	$3,144.23	373	$6,919.15	73.5	$1,363.43	446.5	$8,282.58
July	198.5	$3,682.18	177.5	$3,292.63	376	$6,974.80				$6,974.80
August	215.5	$3,997.53	192.5	$3,570.88	408	$7,568.40				$7,568.40
September	186.5	$3,459.58	167.5	$3,107.13	354	$6,566.70				$6,566.70
October	215.5	$3,997.53	192.5	$3,570.88	408	$7,568.40				$7,568.40
November	190	$3,524.50	170	$3,153.50	360	$6,678.00				$6,678.00
December	195	$3,617.25	175	$3,246.25	370	$6,863.50				$6,863.50
	2410.5	**$44,714.78**	**2081**	**$38,602.55**	**4491.5**	**$83,317.33**	**444.5**	**$8,245.48**	**2660**	**$91,562.80**

RESOLUTION NO. ~~162-99~~ 163-99

A RESOLUTION ACCEPTING A RENEWAL AGREEMENT WITH JONES TRANSPORTATION SERVICE FOR TROLLEY OPERATIONS FOR THE PERIOD OF JANUARY 1, 2000 THROUGH DECEMBER 31, 2000.

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

Section 1. That the City Council hereby accepts a renewal agreement with Jones Transportation Service for Trolley Operations for the period of January 1, 2000 through December 31, 2000. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 21st day of December, 1999.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

EXHIBIT A

JONES TRANSPORTATION SERVICE, INC.
1617 RAMSEY AVENUE
FAYETTEVILLE, AR 72703
501.443.6646

FRED HANNA, MAYOR
CITY OF FAYETTEVILLE
113 WEST MOUNTAIN ST.
FAYETTEVILLE, AR 72701

REFERENCE: TROLLEY OPERATION AGREEMENT DATED FEBRUARY 2, 1999 - PROVISION #13

IN ACCORDANCE WITH ITEM #13 OF THE OPERATING AGREEMENT DATED FEBRUARY 2, 1999, PLEASE BE ADVISED THAT THE JONES TRANSPORTATION SERVICE INC. WILL PROVIDE CONTINUING SERVICE FOR THE PERIOD OF JANUARY 1, 2000 THROUGH DECEMBER 31, 2000 AT THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT. NO INCREASES OR CHANGES ARE PLANNED FOR THIS TIME PERIOD.

Harold W. Jones

HAROLD W. JONES, PRESIDENT
JONES TRANSPORTATION SERVICE, INC.

11-30-99
DATE

RECEIVED

DEC 06 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of December 21, 1999

FROM:

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

ACTION REQUIRED:

Acceptance of Renewal Agreement for Trolley Operations for the period of January 1, 2000 through December 31, 2000. This is in accordance with the provisions of Resolution 11-99, Item 13 dated February 2, 1999. The vendor for this Agreement will be Jones Transportation Service, Inc., 1617 Ramsey Ave., Fayetteville, AR 72703 (Vendor #2857)

COST TO CITY:

$ NTE $45,000	$ 15,000 30,000	
Cost of this Request	Category/Project Budget	Category/Project Name
2120-9120-5315-01 1010-6600-5903-00	$ -0-	A+P MISCELLANEOUS
Account Number	Funds Used To Date	Program Name
	$ 15,000 30,000	A+P General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer	12-2-99		
Accounting Manager	Date	ADA Coordinator	Date
	12-2-99	Yolanda Gilbert	12-2-99
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Acceptance of Attached Agreement

W A Oestreich	11.30.99	
Division Head	Date	Cross Reference
		New Item: **Yes** **No**
Department Director	Date	
	12/6/99	Prev Ord/Res #:
Administrative Services Director	Date	
	12/6/99	Orig Contract Date:
Mayor	Date	

RESOLUTION NO. 11-99

MICROFILMED

A RESOLUTION APPROVING AN AGREEMENT WITH JONES TRANSPORTATION SERVICE, INC., FOR THE PROVISION OF TROLLEY OPERATIONS FOR THE PERIOD OF MARCH 1, 1999 THROUGH DECEMBER 31, 1999, WITH FOUR ONE YEAR RENEWAL OPTIONS.

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

Section 1. That the City Council hereby approves an agreement with Jones Transportation Service, Inc., for the provision of trolley operations for the period of March 1, 1999 through December 31, 1999, with four 1-year renewal options; and authorizes the Mayor and City Clerk to execute said agreement. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

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

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

FAYETTE

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

EXHIBIT A

AGREEMENT

THIS AGREEMENT, entered into as of this 12 day of February, 1999 by and between Jones Transportation Service, Inc., hereinafter referred to as "JTS" and The City of Fayetteville, Arkansas, hereinafter referred to as "the City".

WITNESSETH THAT:

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

1. TYPE OF SERVICE

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

2. ROUTE DEVELOPMENT

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

3. VEHICLES & INSURANCE

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

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

Liability: $1,000,000.00 combined single limit.
Medical: $5,000.00.
Uninsured Motorist: $500,000.00.
Underinsured Motorist: $500,000.00.
Comprehensive: Deductible: $25.00.
Collision: Deductible: $500.00.

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

4. MAINTENANCE & LICENSING

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

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

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

5. DISPATCH & OPERATIONS

Each vehicle will be equipped with proper communication equipment.

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

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

6. DRIVERS

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

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

Drivers used to provide service to the City will:

(a) Hold licenses required by federal and state law.

(b) Have a satisfactory driving record based on information documented from the Arkansas Department of Motor Vehicles, and continue to demonstrate ability to drive the vehicle to JTS's satisfaction.

(c) Successfully complete, and update as needed, training in accordance with JTS's training policy.

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

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

7. PROMOTION & PUBLIC AWARENESS

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

8. INCLEMENT WEATHER

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

9. RATE OF PAYMENT

(a) Normal Trolley route - $17.50 per hour.
   (1) Non profit group rate - same.

(b) For supplemental rates - $25.00 per hour for personal or private groups. City to receive $7.50 credit per hour.

(c) $29.90 per hour when JTS unit used. City to receive no credit.

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

10. METHOD OF PAYMENT

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

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

11. RECORDS

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

Transportation Department upon request.

12. REPRESENTATIVES AND NOTICE

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

The representative of JTS shall be:

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

The representative of the City shall be:

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

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

13. TIME OF PERFORMANCE

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

14. AGREEMENT AMENDMENTS

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

15. AGREEMENT TERMINATION

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

(a) Either party may terminate this Agreement upon thirty (30) days' written notification, or

(b) Both parties, by their mutual consent, may terminate this Agreement immediately.

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

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

11 Jun 97
Date

Fred Hanna, Mayor
City of Fayetteville

2/4/99
Date

~~Brian Swain~~
file ✓ City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Brian Swain, Admin. Services
From: Heather Woodruff, City Clerk
Date: February 10, 1999

Attached is a copy of the resolution and agreement with Jones Transportation Services for your records.

The original will be microfilmed and filed with the City Clerk.

cc. Internal Auditor
File

RESOLUTION NO. 20-00

A RESOLUTION APPROVING AMENDMENT NO. 2 WITH JONES TRANSPORTATION TO INITIATE A PILOT TROLLEY ROUTE FOR SOUTH FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED $37,500; AND APPROVING $12,000 FOR FUEL, MAINTENANCE AND OTHER EXPENSES FOR THE SOUTH ROUTE.

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

Section 1. That the City Council hereby approves a contract amendment with Jones Transportation to initiate a pilot trolley route for south Fayetteville in an amount not to exceed $37,500. A copy of the amendment is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves an additional $12,000 for fuel, maintenance and other expenses for the south route.

PASSED AND APPROVED this 15th day of February, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 15, 2000

FROM:

Bill Oestreich	Fleet Operations	Admin Services
Name	Division	Department

ACTION REQUIRED: Approval of a contract amendment with Jones Transportation is requested. The contract amendment is needed to initiate a pilot trolley route for south Fayetteville. The contract amendment with Jones Transportation is NTE $37,500.00. An additional $12,000 is requested for fuel, maintenance and other expenses.

COST TO CITY:

Cost of this Request	Category/Project Budget	Category/Project Name
$49,500 estimated	40,000.00	Services & Charges
	20,000.00	Services & Charges

Account Number	Funds Used To Date	Program Name
2180-4960-5315-01	-0-	Public Services
1010-6600-5315-01	-0-	Miscellaneous

Project Number	Remaining Balance	Fund
	40,000.00	Community Dev.
	20,000.00	General

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Emma Lasley for Marilyn Williams — Accounting Manager — 2/3/2000 Date

Yolanda Fields — Internal Auditor — 2-3-00 Date

City Attorney — 2/3/2000 Date

ADA Coordinator — Date

Purchasing Officer — 2/3/00 Date

STAFF RECOMMENDATION: Staff recommends approval of contract amendment.

Bill Oestreich — Division Head — 2.3.00 Date

Department Director — Date

Administrative Services Director — 2-3-00 Date

Mayor — Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Steve Davis, Budget Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: February 2, 2000

SUBJECT: **AMENDMENT TO CONTRACT #695 - Jones Transportation Service**

Attached is the Agenda Request for an amendment to the Trolley Services Contract originally issued as Contract 695, Resolution 11-99 on March 21, 1999 with renewal for calendar year 2000 on December 21, 1999 with Resolution 163-99. This amendment will provide No Charge Trolley service to the southern portion of Fayetteville. The proposed route with stops is also attached. This route has been timed at 1 hour and provides transfer capability at the City Administration Building to the Downtown Trolley route, Razorback Transit Red route and Razorback Transit Orange route.

The route is scheduled to operate from 8:30 A.M. to 4:00 P.M. Monday through Friday and 8:30 A.M. to Noon on Saturday except for the following days: Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The initial starting point of the route will be from the Fleet Operations Facility at 1525 S. Happy Hollow Road with the first stop at the corner of Armstrong/Curtis and 15th Street. This will eliminate any deadhead mileage on the unit or unnecessary operations time.

Transferring to the above listed services will provide the opportunity to travel from the stops listed to the University Area and to the Northwest Arkansas Mall. Maps showing the routes and stops are also attached.

Razorback Transit and Ozark Regional Transit have reviewed this proposal and have provided input on coordination of service delivery and route operations.

The proposed primary unit for the south route will be #213, a 15 seat ADA compliant vehicle. We will keep Unit #210 as a spare unit for both routes.

Funding for this amendment and for the operating costs will be provided by the General Fund and Community Development funding.

C:\APPDATA\WPDATA\008\DATROL.AME.IOM

NOTE: The difference between the contract times and the route times is due to the required vehicle inspections before and after the trip.

AMENDMENT TO THE

AGREEMENT WITH Jones Transportation

AMENDMENT # 2

This is an amendment to the Agreement for Trolley Services executed on the 15 day of February 2000 between the City of Fayetteville, Arkansas and Jones Transportation.

Additional services required due to expansion of trolley services to include a south route. The south route will begin operation on/after February 28, 2000 and operate Monday through Friday, Eight (8) AM to Four Thirty (4:30) PM and Saturday Eight (8) AM to One (1) PM ---------except for the following days: Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

The charge for the additional services shall not exceed Thirty Seven Thousand Five Hundred and no/100 dollars.

$37,500.00.

CITY OF FAYETTEVILLE:

Fred Hamm — Date 2/17/00

Mayor

Jones Transportation Sys Inc

Company

Harold L Jones — Date 2 2 00

Pres

Title

FOR OFFICE USE ONLY
Existing P.O. # _____
Contract # _____

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:

Date: 12/03/00

P.O. Number:

Expected Delivery Date:

Vendor #: 2857

Vendor Name: Jones Transportation Services

Mail: Yes___ No_XX_

Address: 1617 Ramsey Ave.

FOB Point: Fayetteville, AR

Taxable: Yes___ No_XX_

City: Fayetteville

State: AR

Zip: 72703

Ship To Code: 50

Division Head Approval: W. A. Oestreich

Requester: Wm. A. Oestreich

*Requester's Employee#: 241

Extension: 494

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Trolley Services per	1	JOB		$10,000.00	2130-9130-5315.01			
	Agreement								
2	Trolley Services per	1	JOB		$19,000.00	1010-6600-5315.01			
	Agreement								
3	Trolley Services per	1	JOB		$80,000.00	2180-4970-5315.01			
	Agreement								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal: $109,000.00

Tax:

TOTAL: $109,000.00

Approvals: (ordering office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

MARY ALICE SERAFINI, CYNTHIA SAGERS, LAURIN WHEELER, AND LEAGUE OF WOMEN VOTERS OF WASHINGTON COUNTY, INC. and THE OZARK HEADWATERS GROUP OF THE ARKANSAS CHAPTER OF THE SIERRA CLUB, INC. PLAINTIFFS

v. CIV 2000-536

CITY OF FAYETTEVILLE, ARKANSAS AND CITY OF FAYETTEVILLE PLANNING COMMISSION DEFENDANTS

ARGUS PROPERTIES, LLC AND FAYETTEVILLE EXCHANGE, LLC PLAINTIFFS IN INTERVENTION

Original

SETTLEMENT AGREEMENT

WHEREAS, each of the Parties desires to resolve all claims, controversies, disputes, causes of action and disagreements existing among them without further costs, contested risks, delays and burdens of additional litigation, and without any admission, other than as may be provided herein, as to the validity of any aspect of any other party's position in the pending proceedings.

NOW, THEREFORE, in consideration of this Settlement Agreement, the mutual covenants and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The City of Fayetteville agrees to contribute $275,000 in 2001 and $275,000 in 2002 for acquisition of easements, development rights, fee simple estates, and other interests for preservation of trees, environmentally sensitive areas, multi use trails and the like. These sums shall be administered by the City in a separate trust fund. ("Tree Preservation Trust Fund").

2. The City of Fayetteville shall establish a Tree Preservation Council to advise the City Council on how the contributions to the Tree Preservation Fund should be spent including but not limited to scenic easements, conservation easements, development rights, fee simple estates, and trail easements or right-of-ways.

3. The Tree Preservation Council shall be composed of five members appointed by the City Council to staggered three year terms. Two members shall be appointed from Fayetteville residents representing environmental groups, one member shall be a member of the Fayetteville Environmental Concerns Committee, one member shall be a member of the Fayetteville Tree and Landscape Committee, and one member shall be a member of the Fayetteville Planning staff. The City Council may approve other powers, duties, and procedures for the Tree Preservation Council as it deems proper. The City Council will appoint members within 4 months of entering into this agreement.

4. City staff shall present to City Council a separate and formal opportunity to allocate an additional amount of $250,000 to the Tree Preservation Trust Fund in each of the years 2003, 2004, 2005, and 2006.

5. City staff shall assist the Tree Preservation Council in presenting to the City Council proposals for acquisitions to preserve trees, environmentally sensitive areas, multi use trails and the like.

6. The City of Fayetteville Tree and Landscape Administrator will send the letter attached hereto as Exhibit "A" and made a part hereof to developers, engineers and architects in the area. The attached letter will be sent by certified mail.

7. The City of Fayetteville Tree and Landscape Administrator agrees to utilize the tree preservation review criteria attached hereto as Exhibit "B" and made a part hereof as the criteria for reviewing tree preservation plans under the Tree Protection and Preservation Ordinance in effect at the date of this settlement agreement.

8. It is agreed that all Plaintiffs/Appellants, upon execution of this agreement, shall dismiss with prejudice their appeal, Case No. 2000-536 in the Circuit Court of Washington County, Arkansas, against the City of Fayetteville, Arkansas and the City of Fayetteville Planning Commission.

9. This Settlement Agreement is executed purely as a compromise of disputed claims and no legal admissions, express or implied, are made by any party.

10. The Parties agree that this settlement agreement be incorporated in an Agreed Order of Dismissal by the Circuit Court of Washington County, Arkansas.

11. The Parties shall make and execute any other such documents or agreed upon orders as may be necessary to more fully effectuate the provisions and purposes of this Settlement Agreement.

12. The Parties to this settlement agreement represent and warrant that they have the power and authority to enter into this settlement agreement and to perform all duties and obligations herein.

13. This ordinance shall be effective upon the date of enactment.

IN WITNESS WHEREOF, the Parties have caused this settlement agreement to be executed and effective this ____ day of _____, 2000.

RESPECTFULLY SUBMITTED,

CITY OF FAYETTEVILLE, ARKANSAS AND
CITY OF FAYETTEVILLE PLANNING

COMMISSION,

By:_____
Jerry E. Rose, #81138
Attorney for Defendant/Appellants

By:_____
Fred Hanna, Mayor

MARY ALICE SERAFINI, CYNTHIA SAGERS, LAURIN WHEELER, AND LEAGUE OF WOMEN VOTERS OF WASHINGTON COUNTY, INC. AND THE OZARK HEADWATERS GROUP OF THE ARKANSAS CHAPTER OF THE SIERRA CLUB, INC.
Plaintiffs/Appellants

By:_____
H. Clay Fulcher
Attorney for Plaintiffs/Appellants

ARGUS PROPERTIES, LLC AND FAYETTEVILLE EXCHANGE, LLC

By:_____
William Jackson Butt, II
Attorney for Plaintiffs in Invention

EXHIBIT "A"

November 27, 2000

To Whom It May Concern:

As landscape administrator for the City of Fayetteville, it is my responsibility to review proposed development projects for compliance with the Tree Protection and Preservation Ordinance. Recent litigation and my personal experience lead me to the conclusion that little design consideration is given toward the preservation of rare or landmark trees. A major section of the ordinance states, "Proposed development should be designed to maximize the preservation of rare and landmark trees." The ordinance also states, "No landmark or rare tree shall be removed from land to be developed unless the landscape administrator, who may seek consideration and recommendation from the tree and landscape advisory committee, determines there is no reasonable way the property can be otherwise developed, improved, or properly maintained and the tree saved." Rare trees are large growing species that have reached a trunk diameter of 24", small species with an 8" trunk diameter, or a rare or endanger species. Landmark tree are trees listed on the state, national or city registry as being historically significant.

The Landscape Administrators job is to uphold this ordinance. Therefore, it is suggested that I be included in the review of these projects in the early stages of conceptual design. Many of the projects recently reviewed could easily be revised to save trees. If I am included in the early stages of design hopefully time can be saved. Site design changes will be required if ways to preserve trees are obvious. My work with engineering firms has included site layouts, grading plans, water and sewer line design, etc. With this experience I am adequately qualified to review development plans.

It is understood that your concern is to find the most efficient use of the property. However, it is also your obligation to meet all city requirements. Therefore, please include me in the conceptual design process, it could very easily save you time and money.

If you need to contact me for any reason, my office telephone number is 575-8308. My mobile phone is 601-3514.

Sincerely,

Kim J. Hesse, R.L.A.
Landscape Administrator

EXHIBIT "B"

Tree Preservation Review Criteria

The Tree and Preservation Ordinance, Chapter 167 of the Fayetteville Unified Development Ordinance, clearly establishes a statement of purpose and a list of objectives for such an ordinance. *"It is the purpose of this chapter to preserve and enhance the natural beauty of Fayetteville, to protect the health and safety of the residents of Fayetteville, and to protect the environment, by providing for regulation of the planting, maintenance, and removal of trees within the city, in order to accomplish where possible, the following objectives:*

A. To create a desirable environment for Fayetteville residents, business and industries.
B. To moderate effects of sun, wind and temperature changes.
C. To buffer noise, air and visual pollution.
D. To filter pollutants from the air and release oxygen.
E. To decrease stormwater runoff.
F. To stabilize soil and prevent erosion.
G. To provide habitat for wildlife.
H. To increase property values and protect investment.
I. To preserve desirable trees.
J. To help preserve river and stream beds.
K. To screen incompatible land uses.
L. To establish minimum site management requirements for trees protected by this chapter.
M. To encourage public education about trees and landscaping and their value.
N. To analyze a site before a site's natural state is disturbed.
O. To promote energy conservation.

Other then objective letter (M), each objective is directly impacted by development and how a development is designed. By analyzing a site, and by learning to design in consort with the natural elements of the site, the City of Fayetteville can continue to enjoy the benefits of industrial, commercial and residential growth without degradation to the environmental, cultural, and social attributes of the city. To appropriately administer this ordinance, the Landscape Administrator must have knowledge in development design and construction; must understand ways to utilize and preserve natural features in the design process; and have knowledge of the physiology and protection of trees. It is this knowledge that allows that administrator to "determine there is no reasonable way the property can be otherwise developed, improved, or properly maintained and the existing trees saved", §167.05 (B)(6). It is this determination that I use to establish which rare trees can be removed from a proposed development and it is this same determination that I use to ascertain if the percent minimum canopy can be preserved on a new development. It is therefore this determination that constitutes "the event a tree cannot be preserved as required" §167.05 (E)(1), thus allowing for tree replacements.

Each site will be diverse in nature and in the level of environmental contribution to the community. Specific preservation requirements should be related tot he impact the removal of a feature may have on the overall health of the neighborhood and city. As I review any project proposed for the City of Fayetteville, I consider several elements of the site and the development.

Site Conditions

I conduct a site visit for all developments reviewed by this office. I will note the presence of specific elements of the site on the proposed development plans. The representative of the development must provide a survey of each development site which includes many of the items listed below. Listed are several of the site conditions I consider, additional development constraints may be discovered on a site.

- Topography - grades of slope.
- Existing canopy - the location, size, health and species of existing trees.
- Rare trees - the location, size, health and species of trees 24" or larger.
- Existing vegetative buffers to adjacent land uses.
- Existing riparian features including adjacent flood plains, flood ways, or wetland areas.
- Existing utilities and easements.
- Other existing natural features such as rock outcroppings, native meadows, wildlife habitat, etc.
- Are there surrounding areas of forest land contiguous to the proposed development - how will wildlife patterns be impacted.
- Surrounding rights of ways and the possible connections for vehicular and pedestrian circulation.
- Evidence of erosion.

Development Design Factors

After assuring that the tree preservation plan accurately depicts the existing site conditions, I try to determine if the design incorporates flexible approaches to save trees. Zoning ultimately dictates the density of a specific development. I try to determine if the proposed development can be designed on less property therefore allowing more preservation. The following factors are considered:

Subdivision development design factors:

1. Topography - how are proposed grades designed.
2. Existing utility and easement locations.

3. Where is existing water and sewer located and how will the development tie into these utilities. The depth of an existing sewer line will dictate the location where a proposed sewer line can be connected and how wide the trench will be during construction. Are these utilities designed to be constructed around trees.
4 Required street designation - the required width of street, pavement profile, and width of right-of-way as determined by the master street plan.
5. Federal requirements - are there federal requirements impacting the site.
6. Property line configuration - size and shape of land to develop.
7. Lot line and road layout - what are the sizes of lots and the location of lots in relation to site conditions. Are streets designed in a grid pattern or does the design relate to the existing topography and vegetation.
8. Required utility layout and easement requirements for phone, gas, electric, and cable. Can these be dedicated to serve all lots without removing trees.
9. Park land dedication.
10. On and off site drainage considerations.

Large Scale Development design factors:

1. Topography and proposed grading - are the existing grades too steep to build on or too flat for the flow of storm water.
2. Existing utilities and easement locations.
3. Property line configuration - size and shape of land to develop.
4. Federal requirements - are there federal requirements impacting the site.
5. Land use needs - size and use of building, driving surface needs, circulation for vehicular and pedestrians use.
6. Landscape requirements for commercial design standards, parking lot, and overlay district requirements.
7. Green space limitations due to overlay district requirements.
8. Parking needs - what is required by city, what is allowed, what is proposed.
9. On and off site drainage.
10. Building construction methods - will a pier foundation be utilized to preserve more trees.

RECOMMENDATIONS

The percent of tree canopy I recommend for preservation is based on the above mentioned site and development considerations. I begin by attempting to design the proposed development to preserve all trees, including all rare trees, regardless of the minimum percent canopy. Rare trees are always considered for preservation first unless groupings of smaller trees are of higher quality species, or if the impact of their removal is more detrimental than that of rate trees. Rare trees are large trees, not rare species, and may not be desirable species or they may be in poor health. Hardy, native species are considered most highly due to their cultural and historic significance as well as environmental attributes. Consideration is also given to the impact specific construction activities have on particular tree species. For example: *if a large walnut tree is located adjacent to the existing sewer manhole where the proposed sewer line must tie into, if the sewer line construction will*

encroach too far into the critical root zone I will not allow the preservation of that tree to count for minimum percent canopy. Walnut trees are proven to perform poorly under minimum root loss situations.

If preservation goes below the minimum percent required for that particular zone, my recommendation to the planning commission is backed by my analysis of the above listed factors. My recommendation may change due to additional development factors that are discovered from discussions with the developer, engineer, or realtor. I may also change my recommendations based on health and safety requirements set by other city departments such as fire, traffic, water and sewer, planning, or engineering.

Draft

December 12, 2000

AGENDA SESSION
CITY COUNCIL
DECEMBER 19, 2000

NEW ITEMS:

1. **Trolley operation:** A resolution approving amendment no. 3 to the trolley agreement.
2. **HMR tax**
3. **Tree Settlement**
4. **Sewer reimbursement**

ADDITIONAL INFORMATION

1. Revised cell tower ordinance.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 19, 2000

A meeting of the Fayetteville City Council will be held on December 19, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

NOMINATING COMMITTEE REPORT

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the December 5, 2000 City Council Meeting.

2. **WILSON PARK POOL:** A resolution awarding Bid No. 00-75A to Heckathorn Construction for the Wilson Park Pool Improvements Project. The construction costs are $258,263 plus a project contingency amount of $28,737. The total amount requested is $287,000 with an attached budget adjustment.

3. **MCCLELLAND ENGINEERS:** A resolution approving an amendment to the engineering contract with McClelland Consulting Engineers to extend the contract an additional year; Task Orders #3, #4, #5 and #6; and the associated budget adjustment in the amount of $143,664.00.

4. **EARNEST LANCASTER EXTENSION:** A resolution approving Change Order #1 in the amount of $23,838.00 for the construction contract with Harrison Davis Construction for the extension of the Earnest Lancaster Drive.

5. **SEWER REHAB:** A resolution approving the contract with Heller Co. for sanitary sewer rehabilitation , Illinois Basin 16 and White River Minisystem 9A in the amount of $501,400 and a 10% contingency.

6. **OMI:** A resolution approving Amendment No. 6 to the OMI Contract for the operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00.

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

B. OLD BUSINESS

1. **RZ 00-27.00:** An ordinance approving rezoning request RZ 00-27.00 submitted by Hilda and Edward Hurtado, on behalf of Dewitt C. Goff for property located at 1819 South School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.80 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the December 5, 2000 City Council meeting.

2. **WIRELESS COMMUNICATION:** An ordinance approving an amendment to the Wireless Communication Facility Ordinance 4178. The ordinance was left on the first reading as amended.

3. **GRADING AND DRAINAGE:** An ordinance approving amendments to the City's Grading and Drainage ordinances. The ordinance was left on the first reading.

4. **2001 BUDGET:** A resolution adopting the 2001 Annual Budget and Work Program.

5. **2020 LAND USE PLAN:** A resolution adopting the General Plan 2020, Future Land Use Plan, and Master Street Plan.

C. NEW BUSINESS

1. **YOUTH CENTER:** An ordinance approving the lease agreement with Fayetteville Youth Center, Inc. and an amendment to City Ordinance establishing the Parks and Recreation Advisory Board.

2. **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club.

3. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

4. **CABLE T.V.:** A resolution to approve the extension on the Cable T.V. contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

NOMINATING COMMITTEE
DECEMBER 6, 2000

We recommend these appointments to the City Council:

Airport Board
Frank Sperandeo, 5-year term (full)
Michael Andrews, Unexpired term ending 12/31/02

Parks and Recreation Advisory Board
Wade Colwell, Reappointment, 2-year term
Gail Eads, Reappointment, 2-year term
Bob Shoulders, Reappointment, 2-year term
Rex Dufour, Full 2-year term

Tree and Landscape Advisory Committee
John DuVal, Full 2-year term
Lynn Rogers, Full 2-year term
George Cowen, Reappointment, 2-year term
Peter Loris, Reappointment, 2-year term
Beverly Melton, Reappointment, 2-year term

Audit Committee
Wes Murtishaw, Full 1-year term
Marty Bryan, Full 2-year term
Adam Motherwell, Full 3-year term

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

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of December 19, 2000

FROM:

Kim J. Rogers	Parks and Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Award a construction contract to Heckathorn Construction for the Wilson Park Pool Improvements Project. The construction costs are $258,263 plus a project contingency amount of $28,737. The total amount requested is $287,000 with an attached budget adjustment. The Mayor and City Clerk are also requested to sign the contract.

COST TO CITY:

$$287,000	$	Wilson Park Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
2250-9250-5806-00	$	Park Improvements
Account Number	Funds Used To Date	Program Name
99067	$	HMR/Parks Development
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item __X___ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager Date Internal Auditor Date

City Attorney Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION:

Approval of this request.

Division Head 12-5-00 Date

Department Director Date

Cross Reference

New Item: Yes XX No

Administrative Services Director Date

Prev Ord/Res #: __

Orig Contract Date:_

Mayor Date

Orig Contract Number: ____

STAFF REVIEW FORM

Description: Wilson Park Pool Improvements Project _____ Meeting Date: December 5, 2000

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director
Connie Edmonston, Parks and Recreation Superintendent C.E.

From: KJR Kim J. Rogers, Parks Operations Coordinator / Project Manager

Date: December 7, 2000

Re: Award of Construction Contract for the Wilson Park Pool Improvements
Bid # 00-75A to Heckathorn Construction

The Parks and Recreation Division requests approval of a construction contract with the low bid of $258,263 from Heckathorn Construction for the Wilson Park Pool Improvements. This contract consists of the west culvert demolition and concrete construction, east culvert entrance concrete and drainage construction, east wood deck replacement, resurfacing concrete deck, installation of two new diving boards, and a handicap ramp from the pool deck to the concession area.

In addition to the construction contract, we also request a project contingency in the amount of $28,737 making the total request of $287,000.

Attachments: *Staff Review Form*
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form

g:poolmemo

BID: FORMAL ☐ INFORMAL ☐ VERBAL QUOTATION ☐

BID BOND REQUIRED YES ☐ NO ☐

PERFORMANCE BOND REQUIRED YES ☐ NO ☐

113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

$ 287,000.00

TABULATION OF BIDS

PROJECT _____

DESCRIPTION Repair Wilson Park Pool F.O.B. _____ DATE OPENED 12/6/00 4:00

BID NO. 00-75 PROJECT NO. _____

		ITEM	ITEM	ITEM	ITEM	ITEM	EXTEN
BIDDER: Heckathorn	UNIT/QUANT COST	258,263.00					
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
BIDDER: Tomlinson	UNIT/QUANT COST	259,000.00					
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
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BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						

BID AWARD SUMMARY:

ITEM _____ TO _____ P.O. # _____

ITEM _____ TO _____ P.O. # _____

ITEM _____ TO _____ P.O. # _____

ITEM _____ TO _____ P.O. # _____

ITEM _____ TO _____ P.O. # _____

DATE _____ CERTIFIED BY

REMARKS:

_____
PURCHASING OFFICER

_____
WITNESS

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	Date: 12/07/0
P.O. Number:	Expected Delivery Date:

Vendor #: 5450	Vendor Name: Heckathorn Construction		Mail: Yes__X__ No____
Address:		FOB Point:	Taxable: Yes__X__ No____
City:	State:	Zip:	Ship To Code: 75
Requester: Kim J. Rogers		*Requester's Employee#:	Division Head Approval: Donna Emmons
			Extension: 469

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
a)	Wilson Park Pool Improvements Project includ				258,263.00	2250-9250-5806-00	99067		
	west culvert demolition and concrete construction,								
	east culvert entrance concrete and drainage								
	construction, east wood deck replacement,								
	resurfacing concrete deck, installation of two								
	new diving boards, and a handicap ramp from the								
	pool deck to the concession area.								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal:	258263.00
Tax:	
TOTAL:	258263.00

Approvals: (Purchasing office use only)

Mayor:_____ Department Director:_____ Purchasing Manager:_____

Admin. Services Director:_____ Budget Coordinator:_____ Data Processing Mgr:_____

WILSON PARK POOL
A. 2. Page 5

CONTRACT

This contract executed this 6th day of December, 2000, between the City of Fayetteville, Arkansas, hereinafter called the City, and Heckathorn Construction Co., Inc., hereinafter called the Contractor, and having an address at 1880 Birch Avenue: Fayetteville, Arkansas 72703.

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 00-75A as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #00-75A, 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 $ 258,263.00.

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 00-75A 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 worker's 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.

Worker's Compensation	Statutory Amount
Owners Liability Insurance	$1,000,000
Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance	$1,000,000
Builder's Risk Insurance	100% as outlined in Bid specifications

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.

9. Contractor agrees to begin work within ten (10) days of notice to proceed and complete the work April 30, 2001. Liquidated damages of $200 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.

10. All work called for herein shall be coordinated directly with the Parks Superintendent or their designate at 444-3471.

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

_____

Janet S. Heckathorn
ATTEST: COMPANY SECRETARY
Janet S. Heckathorn

Heckathorn Construction Co., Inc.
FIRM NAME

BY Don L. Heckathorn, President
NAME AND TITLE
Don L. Heckathorn

1880 Birch Avenue
Fayetteville, AR 72703
BUSINESS ADDRESS

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

Amendment to McClelland's Engineering contract, Task Orders #3, 4, 5, and 6, & Budget Adjustment

For the Fayetteville City Council meeting of December 19, 2000

FROM:

Alett Little	Airport	Economic Development
Name	Division	Department

ACTION REQUIRED: Request approval of the following: An Amendment to the engineering contract with McClelland Consulting Engineers to extend the contract an additional year; Task Orders #3, #4, #5 and #6; and the associated Budget Adjustment in the amount of $143,664.00. See the memo to the City Council for explanation of the engineering costs and a description of proposed engineering projects. The engineering fees will not be expended unless the individual Task Orders are initiated. Approval of this request will cause less delays in beginning the projects. All projects requested were identified in the Airport's Master Plan and in the original engineering contract with McClelland's. Please return a copy to the Airport.

COST TO CITY:

$ 168,872.00	$ 121,966.00	Professional Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314.00	$ 96,758.00	Fixed Assets
Account Number	Funds used to date	Program Name
#98054	$ 25,208.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item X Budget Adjustment Attached

Budget Manager Date — Administrative Services Dir. Date

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Crames 11-30-00 — Accounting Manager Date
Nancy Smith 11/30/00 — Internal Auditor Date
GRANTING AGENCY
11-30-00 — City Attorney Date
ADA Coordinator Date
11-30-00 — Purchasing Officer Date
Grants Coordinator Date

STAFF RECOMMENDATION: **Airport Board and Economic Development staff recommend approval.**

Division Head — Date 11-27-00
Department Director — Date 11/30/00
Administrative Services Director — Date 11/30/00
Mayor — Date

Cross Reference

New Item: Yes (No)
Prev. Ord/Res#: 25-00
Orig Cont. Date: 3-7-00
Orig Cont #: 747

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: ALETT LITTLE, ECONOMIC DEVELOPMENT DIRECTOR

DATE: NOVEMBER 22, 2000

SUBJECT: ITEM FOR DECEMBER 19, 2000 CITY COUNCIL MEETING

On March 7, 2000, the Fayetteville City Council approved an engineering contract with McClelland Consulting Engineers for multiple capital improvement projects scheduled for Drake Field. The contract was for one year with two one-year extensions. Task Order #1 and #2 to the engineering contract have already been approved, the engineering services have been completed, and construction is in progress. Task Order #1 was for engineering and construction observation for the extension of Ernest Lancaster Drive. Task Order #2 was for engineering and construction observation for two T-hangars. The projects listed below are consistent with the Airport's Twenty Year Master Plan. The Airport Board will meet on December 7th for consideration of this request. Their recommendation will be included in the request to the City Council.

Action Requested: City Council's approval of the following list and the associated Budget Adjustment:

* An amendment to McClelland's engineering contract to extend the contract for one year.
* Task Order #3 will give approval to proceed with the engineering for the Large Scale Development Plan for Drake Field at a Not To Exceed price of $15,000.
* Task Order #4 will give approval for the engineering and construction observation of an 80' x 80' corporate aircraft hangar at a Not To Exceed price of $30,370.
* Task Order #5 will give approval for the engineering and construction observation of an 17,000 sq. ft. facility at a Not To Exceed price of $83,896.
* Task Order #6 will give approval for the engineering and construction observation of four 50' x 50' corporate hangars at a Not to Exceed price of $39,606.

Staff Recommendation: Recommends approval of contract amendment, associated Budget Adjustment, and Task Orders #3 through #6. These projects will provide the engineering to move forward with identified projects at Drake Field which will create new rental facilities for aviation related businesses and move the Airport towards becoming a premier general aviation airport. Two possible tenants have been already been identified and are waiting for a completed facility.

Attachments: Amendment to the Engineering Contract
Budget Adjustment
Task Orders #3 through #6

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	General Government	Date Requested	Adjustment #
2000	Division:	Airport	11/29/2000	
	Program:	Capital Expenditures		

Project or Item Requested:
Additional Funding is requested for professional services.

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

Justification of this Increase:
These engineering costs were not previously budgeted because of the uncertainty of the size and time of the need for the construction. A time has come that the airport needs to move forward on these projects to provide for the growth for additional corporate facilities and hangars on Drake Field.

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

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Professional Services	143,664	5550	3960		5314	00	98054	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of fund balance	143,664	5550	0955		4999	99		

Approval Signatures

Requested By	Date
Budget Manager	11/29/00 Date
Department Director	Date
Fin. Services Director	11/30/00 Date
Mayor	11/30/00 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

AMENDMENT NO. 1
TO
AGREEMENT FOR ENGINEERING SERVICES
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

The basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, is hereby amended. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Amendment entered into and executed on the date indicated beneath the signature blocks, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) extends the duration of the contract for the second of a possible three years, as allowed in the first paragraph on page 1 of the basic agreement. This action is taken to allow the Engineer to undertake design and construction administration services beyond the current contract expiration date of March 7, 2001. As a result, the amended contract expiration date becomes March 7, 2002, extendable for one additional year thereafter.

SECTION I - PROJECT DESCRIPTION

The types of projects to be undertaken during this extended period include, but are not necessarily limited to, Large Scale Development Planning, hangar additions, and pavement rehabilitation and improvements.

SECTION II - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn Attest: R. Wayne Jones
President

Date: 11/22/00

TASK ORDER NO. 3
LARGE SCALE DEVELOPMENT SERVICES
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to the formulation and submittal of a Large Scale Development Plan for Drake Field, Fayetteville, Arkansas.

SECTION I - PROJECT DESCRIPTION

In general, a Large Scale Development Plan for four separate "hangar projects" is to be undertaken as described below:

Priority #1 – An 80' x 80' (approximate) corporate hangar is to be designed to occupy the vacant area, which used to be the site of the old fuel farm (before that facility was relocated), on the western side of the runway. The hangar should be equipped with a 70' wide aircraft door opening ("slider") to accommodate a King Air 350. The hangar

shall also have a 20' x 20' office space partitioned-off in either the southwestern or northwestern corner. The office shall be heated and cooled, and equipped with a restroom. Also, along the western side of the hangar, a pedestrian door and a garage door should be provided. A floor drain is to be installed in the middle of the hangar.

Priority #2 – A 17,000 SF engine overhaul shop is to be designed for the eastern side of the runway, just west of the general aviation aircraft apron. The facility, which is to be composed of approximately 8,000 SF of high-bay hangar space, 5,000 SF of office space, and 4,000 SF of low-bay shop area, must be directly accessible by both aircraft and ground transportation. The office shall be heated and cooled, and equipped with a restroom. The location must be such that a "companion facility" can be built fairly close to it in the future.

Priority #3 – Four (4) corporate hangars are to be designed for the eastern side of the runway. They are to be located along the eastern side of the existing general aviation aircraft apron (to be extended eastward under a separate project), starting with the northern end of that site. Each hangar is to be approximately 50' x 50' and equipped with a plumbing stub-up (for the tenant's use in the future installation of a restroom, breakroom, etc.).

Priority #4 – A corporate hangar, approximately 100' wide x 80' deep, is to be designed for a site on the western side of the runway, immediately north of the existing Terminal

Building. The aircraft doorway should accommodate a Lear-35 jet aircraft. No provision for an office is needed in this plan; nor is there any particular reason to protect the existing parking lot pavement in this vicinity. A part of this project will be to develop an overall "hangar-layout plan", with taxiway and landside access. The plan should show an efficient scheme for fitting as many similar-sized hangars as practical along each side of the taxiway extension which is to serve this general area (northwest of the Terminal Building).

All hangars are to be accessible to aircraft via asphalt aprons (maximum gradient of 1.0% to 1.5%) which shall be constructed to drain away from the buildings wherever possible. Hangars are to be constructed of pre-engineered metal components, designed to meet the City's codes and ordinances, with review being provided to the OWNER prior to releasing the project to bidders.

A. The project associated with this specific Task Order No. 3 is to include a Large Scale Development Plan for the proposed Hangar improvements.

B. Specifically excluded from the project scope for this Task Order is the detailed engineering design work associated with each specific hangar. That work is to be included under separate Task Orders.

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be executed within the following time periods:

Large Scale Development Plan –

Submitted to City:	30 calendar days
Complete process:	90 calendar days

SECTION III - SCOPE OF SERVICES

The ENGINEER shall, generally, provide those services listed in the City's ordinance dealing with the requirements for Large Scale Development Plans. This effort is to be undertaken with respect to the specific projects listed hereinbefore under this Task Order. However, it is understood that a detailed grading and drainage report will not be required; but, the Engineer will write a letter which explains that the proposed projects will involve a minimal amount of grading and that the impact on drainage will be insignificant when compared to the entire drainage basin. Furthermore, only trees larger than 24" in diameter and within the proposed construction areas will be individually located; but, "tree canopies" will be indicated for the overall site. Existing utilities, including water and sewer lines and storm sewers, will be located only within

the proposed work areas. A new property survey (with Professional Land Surveyor's seal) will not be required, nor will a description of leases, covenants, nor restrictions.

SECTION IV - FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning Services). The ENGINEER shall provide Large Scale Development services for a total not-to-exceed fee of $14,762, including a total fixed payment of $1,850.

1. **Large Scale Development Plan:**

   For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed payment which are payable as follows:

   a) Large Scale Development services costs not to exceed: $ 12,912

   b) Fixed payment for Large Scale Development services: $ 1,850

   c) Engineering contract amount for LSD services not to exceed: $ 14,762

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

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Up to 90% of the fee is payable on a monthly basis as work progresses. Final payment for the Large Scale Development services shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the LSD phase services.

B. **Title II Services** (Construction Phase Services): Not applicable for this Task Order.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as specifically amended herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Crain Attest: R. Wayne Jones
President

Date: 11/22/00

APPENDIX A

BASIS FOR PAYMENTS TO THE ENGINEER

LARGE SCALE DEVELOPMENT
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPPORT
TASK ORDER NO. 3

LINE	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION ▸															
	HOURLY RATE ▸	$40.00	$26.00	$16.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.36			
1	APPLICATION FORM	0.25	0.5	3												
2	ARRANGE PAYMENT OF FEE		0.25								0.5					$86
3	I.D. ADJACENT PROPERTY OWNERS															$6
4	OBTAIN / MODIFY AUTOCAD DWG.		0.25	0.5	4				4							$66
5	Names, addresses, property lines												10		$10	$101
6	Names, etc. of project owner		0.25				2		2		0.75					$86
7	North arrow, scale, date						0.25									$10
8	Sign-off block						0.25									$4
9	Project type						0.25									$4
10	Sheet index							0.25								$2
11	Anticipated wetlands note							0.5								$6
12	Legal description			1			0.25									$23
13	P.O.B.			0.5				1.5	4						$5	$84
14	Property lines for airport							0.25	0.25							$8
15	Highway R.O.W. lines								2						$15	$43
16	100-year floodplain and floodway		0.5	2			1.5		1							$14
17	Benchmark							0.25	0.25							$72
18	Legend			0.75			0.75									$6
19	Vicinity map					0.25	0.75									$26
20	Contours of adjacent land within 100'				4											$16
21	Tree identification if > 24" diameter								1	4						$72
22	Vegetation identification if no trees								0.5	4					$5	$103
23	Tree preservation information			2			2									$91
24	Location of all existing and proposed bldgs.	0.5	0.5	4			6									$87
25	Building floor areas and setback distances			4			2									$184
26	Revision block							0.25								$106
27	Drawing title		0.25					0.25								$2
28	Locate sanitary sewers, type, size, elevations, condition		0.5	4			3			4			10			$9
29	Contact city and identify any sewer overflow problems		2					1			0.5					$219
30	Note accessibility of sanitary sewers		0.5					0.5								$66
31	Locate water pipes, size, type, depth, static pressure		0.5	1	3		3									$17
32	Locate fire hydrants, meters, valves, backflow preventers				4				0.5	8						$128
33	Locate all other existing & proposed utility structures							4		8						$247
34	Locate all existing & proposed easements			1			16		16							$204
35	Location & c.l. radius of all existing & proposed streets						8		8							$467
36	Adjoining streets within 300'			1	3		2									$224
37	Locate all existing & proposed street lights									3						$101
38	Locate existing or abandoned wells, springs, etc. on-site			2						2						$83
39	Locate potentially dangerous areas			2				1								$81
40	Location & size of existing & proposed signs			1			0.5									$48
41	Location and size of curb cuts & driveways			1			4			8						$26
42	Location, size, surfacing, etc. of parking/loading areas			8												$243
43	Location of buffer strips, fences, screen walls, etc.						1									$184
44	Location & type of trash service & turnaround area			2				1								$14
45	Written description of requested waivers		1								1					$48
46	Identify land areas to be disturbed			2				1								$37
47	Soil type identifications		1				1									$48
48	Total acreage and zoning classification		1					0.5							$10	$40
49	Starting & completion dates for project		0.25													$6
50	Topo map			0.25	1.5											$32
51	Attending city meetings		4												$200	$300
52	Make revisions as necessary		0.5	4			2				2					$142
53	Publish & reproduce copies of final LSD	0.5	1	4	1		2				4				$200	$418
54	Sidewalk improvements		1	4			2									$130
55	Landscaping improvements		1	4			2									$130
	Subtotals	1.25	18.75	69	20.5	0.25	62.5	12.25	38.5	41	8.75	0	20	$0	$445	$4,934

Direct Labor Cost	$4,482
Overhead @ 1.78	$7,978
Direct Expenses	$462
Total Cost	$12,912
Fixed Payment	$1,850
Not-to-exceed	$14,762

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MCCLELLAND ENG.
A. 3 Page 13

APPENDIX B

Salary Ranges
Drake Field, Fayetteville Municipal Airport

CATEGORY	HOURLY RATE RANGE
Principal Engineer / Project Director	$40 to $45
Project Manager	$25 to $33
Project Engineer	$18 to $26
Registered Surveyor	$14 to $18
Computer Technician	$17 to $21
Engineering Technician	$12 to $18
Service Engineer Technician	$15 to $20
Survey Crew (2 man)	$18 to $23
Clerical Support	$9 to $14
CADD Draftsman 1	$15 to $20
CADD Draftsman 2	$10 to $16
CADD Draftsman 3	$8 to $12
Soils Lab Supervisor	$12 to $15
Soils Technician II	$8 to $12
Soils Technician I	$6 to $8

TASK ORDER NO. 4
WEST SIDE HANGAR @ OLD FUEL FARM SITE

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to new hangar construction, Drake Field.

SECTION I - PROJECT DESCRIPTION

An 80' x 80' (approximate) corporate hangar is to be designed for the vacant area, which used to be the site of the old fuel farm (before that facility was relocated), on the western side of the runway. The hangar should be equipped with a 70' wide aircraft door ("slider") to accommodate a King Air 350. The hangar shall also have a 20' x 20' office space partitioned-off in either the southwestern or northwestern corner. The office shall be heated and cooled, and equipped with a restroom. Also, along the

western side of the hangar, a pedestrian door and a garage door should be provided. A floor drain should be installed in the middle of the hangar. The project is to include:

A. Hangar design using prefabricated metal components.

B. Reinforced concrete foundations.

C. Interior electrical lighting and receptacles.

D. Electrical grounding system.

E. Exterior, building-mounted electrical lighting.

F. Storm drainage and paving plans to integrate the new hangars into the overall landside and airside paving schemes .

Specifically excluded from the project scope: Storm Water Pollution Prevention Plan (as currently planned, less than a 5-acre area is to be disturbed).

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be executed within the following time periods:

Surveying:	15 calendar days
Preliminary Design (35%):	15 calendar days
Design Development (65%):	45 calendar days
Final Design (95%):	60 calendar days
Submittal to City (100%):	90 calendar days

SECTION III - SCOPE OF SERVICES

The ENGINEER shall provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically included are:

A. Construction staking of building corners.

B. Air spacing submittals to FAA.

SECTION IV - FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning and Design Services Preceding Construction). The ENGINEER shall provide, as hereafter enumerated, geotechnical investigation, surveying, design, bidding, and air spacing services for a total not-to-exceed fee of $19,185 including a total fixed payment of $2,307.

1. **Surveying and Design Phase Services**:

For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the

project, plus a fixed payment which are payable as follows:

a) Surveying and Design phase services costs not to exceed: $ 14,708.

b) Fixed payment for Surveying and Design phase services: $ 2,170.

c) Engineering contract amount for Surveying and Design phase services not to exceed: $ 16,878.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the OWNER decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

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

2. Geotechnical Investigation Phase Services:

For Geotechnical Investigation phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a)	Geotechnical phase services costs not to exceed:	$ 1,345.
b)	Fixed payment for Geotechnical phase services:	$ 13.
c)	Engineering contract amount for Geotechnical phase services not to exceed:	$ 1,358.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and C cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for geotechnical phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the

geotechnical phase of the project.

3. **Bidding Phase Services**:

For Bidding phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Bidding phase services costs not to exceed:	$ 579.
b) Fixed payment for Bidding phase services:	$ 87.
c) Engineering contract amount for Bidding phase services not to exceed:	$ 666.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. The fee has been based upon bidding the project one time under a single contract section. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Bidding phase services shall be made upon the OWNER's

approval and acceptance with the satisfactory completion of the Bidding phase of the project.

4. **Air Spacing Application Services**:

For Air Spacing Application phase services, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a. Air spacing phase services costs not to exceed:	$ 246.
b. Fixed payment for air spacing phase services:	$ 37.
c. Engineering Contract amount for air spacing phase services not to exceed:	$ 283.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Funding Application phase services shall be made upon the

OWNER's approval and acceptance of the air spacing phase documents.

B. **Title II Services** (Construction Phase Services):

The ENGINEER shall provide, as hereafter enumerated individually, construction phase services for a total not-to-exceed cost of $11,186, including a total fixed payment of $1,459.

1. **Construction Administration and Inspection Phase Services:**

For Construction Administration and Inspection phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a) Construction Administration and Inspection phase services costs not to exceed: $ 8,473.

b) Fixed payment for Construction Administration and Inspection phase services: $ 1,271.

c) Engineering contract amount for Construction Administration and Inspection phase services not to exceed: $ 9,744.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto (the Construction Inspection portion of the fee has been based upon providing an average of 1.5 hrs/day of on-site inspection during an assumed construction period of 120 calendar days). Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment. Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Administration and Inspection phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the Construction phase of the project.

2. **Construction Staking Services**:

For Construction Staking services, the ENGINEER shall establish building corners, a baseline, and a benchmark for vertical control. This construction staking is to be performed by the ENGINEER one time only, with additional staking to be the responsibility of the Contractor. For this work, the OWNER shall pay the ENGINEER on the basis of actual salary cost for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct

reimbursable expenses, plus a fixed payment payable as follows:

a) Construction Staking costs not to exceed: $ 431.

b) Fixed payment for Construction Staking: $ 65.

c) Engineering contract amount for Construction Staking services not to exceed: $ 496.

The basis of this upper limit and justification for the fee is contained in Appendix A attached. Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Staking service shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the Construction Staking phase of the project.

3. **Construction Materials Testing Phase Services**:

For construction materials testing phase services rendered by the ENGINEER, the

OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Materials testing phase services costs not to exceed:	$ 823.
b) Fixed payment for materials testing phase services:	$ 123.
c) Engineering contract amount for materials testing phase services not to exceed:	$ 946.

The basis of this upper limit and justification for the fee is contained in Appendix A, attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and D cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for materials testing phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the materials testing phase of the project.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn Attest: R. Wayne Jones
President

Date: 11/22/00

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 4

WEST SIDE HANGAR @ OLD FUEL FARM LOCATION

DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
1.1	SURVEYING AND DESIGN															
1	SCOPING MEETING		1													$25
2	CONTRACT NEGOTIATIONS	1														$40
3	PREPARE CONTRACT FORM	1														$40
4	SURVEYING		1	2	4				1	8			10		$50	$371
5	PRELIMINARY LAYOUT		1	1.5			1									$68
6	DES. DEVEL.: COVER		0.5	0.5				1								$31
7	DES. DEVEL.: GRADING PLAN		1	2	1		1									$96
8	DES. DEVEL.: DRAINAGE PLAN		1	2				1								$73
9	DES. DEVEL.: UTILITY PLAN		1	8			1	1								$202
10	DES. DEVEL.: HANGAR PLAN/STRUCTURAL		1	8			12									$347
11	DES. DEVEL.: ARCHITECTURAL PLAN	0.5		1										$700		$739
12	DES. DEVEL.: PAVING PLAN		1	1			1									$58
13	DES. DEVEL.: AIRSIDE ACCESS PLAN		0.5	0.5			1									$36
14	DES. DEVEL.: LANDSIDE ACCESS PLAN		0.5	0.5			0.5									$29
15	DES. DEVEL.: ELECTRICAL PLAN	0.5	0.5	1		0.5					1			$600		$672
16	OUTLINE SPECIFICATIONS		0.5	0.5							1					$34
17	UPDATE COST ESTIMATE		1	2												$64
18	IN-HOUSE REVIEWS	0.5	0.5			0.5										$41
19	REVIEW MEETING WITH OWNER		1								0.5		10		$30	$66
20	DETAIL DES.: COVER			0.5			1									$24
21	DETAIL DES.: GRADING PLAN & DETAILS		0.5	2				6								$105
22	DETAIL DES.: DRAINAGE PLAN & DETAILS		2	4				12								$235
23	DETAIL DES.: UTILITY PLAN & DETAILS		1	6			8	8								$325
24	DETAILED DES.:HANGAR PLAN & DETAILS		2	12			8	8								$466
25	DETAILED DES.: ARCHITECTURAL DETAILS			1			2							$700		$747
26	DETAIL DES.: PAVING PLAN & DETAILS		1	2		0.5		2								$90
27	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		0.5	0.5			0.5									$29
28	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		0.5	1			1									$46
29	DETAIL DES.: ELECTRICAL PLAN & DETAILS		0.5	1							2			$600	$35	$691
30	SPECIFICATIONS		1	12							40				$200	$936
31	IN-HOUSE REVIEWS	1	2	1		1										$126
32	DETAILED COST ESTIMATE		0.5	2							1					$63
33	REVIEW MEETING WITH OWNER		1										10		$25	$54
34	REVISIONS TO PLANS & SPECS	0.5	0.5	1		0.5	1	2			1				$15	$119
36	FINAL REVISIONS TO P & S		1	2			2				1				$5	$109
	Subtotals	5	27	78.5	5	3	41	41	1	8	47.5	0	30	$2,600	$360	$7,193

Direct Labor Cost	$4,222
Overhead @ 1.78	$7,516
Direct Expenses	$2,971
Total Cost	$14,708
Fixed Payment	$2,170
Not-to-exceed	$16,878

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APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 4
WEST SIDE HANGAR @ OLD FUEL FARM LOCATION
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

LINE	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
1.2	GEOTECH. INVESTIGATION		0.5	1											$1,256	$1,288

Direct Labor Cost	$32
Overhead @ 1.78	$57
Direct Expenses	$1,256
Total Cost	$1,345
Fixed Payment	$13
Not-to-exceed	$1,358

LINE	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
1.3	BIDDING		4	4							1		10		$50	$243

Direct Labor Cost	$189
Overhead @ 1.78	$336
Direct Expenses	$54
Total Cost	$579
Fixed Payment	$87
Not-to-exceed	$666

LINE	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
1.4	AIR SPACING SUBMITTALS TO F.A.A.		2	1							1				$20	$101

Direct Labor Cost	$81
Overhead @ 1.78	$145
Direct Expenses	$20
Total Cost	$246
Fixed Payment	$37
Not-to-exceed	$283

LINE	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
II.1	CONSTR. ADMIN. AND INSPECTION															
1	CONSTR. ADMINISTRATION	1	12	32							8					$1,052
2	CONSTR. INSPECTION											120	650	$650		$2,558
	Subtotals	1	12	32	0	0	0	0	0	0	8	120	650	$650	$0	$3,610

Direct Labor Cost	$2,732
Overhead @ 1.78	$4,863
Direct Expenses	$878
Total Cost	$8,473
Fixed Payment	$1,271
Not-to-exceed	$9,744

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 4

WEST SIDE HANGAR @ OLD FUEL FARM LOCATION

DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

		PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.2	CONSTRUCTION STAKING			0.5					1	8					$15	$165

Direct Labor Cost	$150
Overhead @ 1.78	$266
Direct Expenses	$15
Total Cost	$431
Fixed Payment	$65
Not-to-exceed	$496

		PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION >															
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.3	CONSTRUCTION MT'LS TESTING		0.5	1									40		$720	$766

Direct Labor Cost	$32
Overhead @ 1.78	$57
Direct Expenses	$734
Total Cost	$823
Fixed Payment	$123
Not-to-exceed	$946

APPENDIX B

Salary Ranges
Drake Field, Fayetteville Municipal Airport

CATEGORY	HOURLY RATE RANGE
Principal Engineer / Project Director	$40 to $45
Project Manager	$25 to $33
Project Engineer	$18 to $26
Registered Surveyor	$14 to $18
Computer Technician	$17 to $21
Engineering Technician	$12 to $18
Service Engineer Technician	$15 to $20
Survey Crew (2 man)	$18 to $23
Clerical Support	$9 to $14
CADD Draftsman 1	$15 to $20
CADD Draftsman 2	$10 to $16
CADD Draftsman 3	$8 to $12
Soils Lab Supervisor	$12 to $15
Soils Technician II	$8 to $12
Soils Technician I	$6 to $8

APPENDIX "C"

TASK ORDER NO. 4
GEOTECHNICAL INVESTIGATION
WEST SIDE HANGAR @ OLD FUEL FARM SITE
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	MOBILIZATION	1	LS	$75.00	$75.00
4	BORING SETUP CHARGES	4	EA	$25.00	$100.00
5	BORING LAYOUT	1	HR	$60.00	$60.00
6	SOIL DRILLING AND SAMPLING	30	LF	$10.00	$300.00
7	MOISTURE TESTS	6	EA	$8.00	$48.00
8	ATTERBERG LIMITS TESTS	6	EA	$45.00	$270.00
9	GRADATIONS (5 SIEVE)	6	EA	$30.00	$180.00
10	DRY UNIT WEIGHT TESTS	6	EA	$8.00	$48.00
12	GEOTECHNICAL EVALUATION	1	HR	$95.00	$95.00
13	BORING PLOT PLAN & LOG, CADD OPER.	2	HR	$40.00	$80.00
	TOTAL				$1,256.00

APPENDIX "D"

TASK ORDER NO. 4
CONSTRUCTION MATERIALS TESTING
WEST SIDE HANGAR @ OLD FUEL FARM SITE
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	SOILS TESTING	6	HR	$30.00	$180.00
2	BASE TESTING	6	HR	$30.00	$180.00
3	CONCRETE TESTING	6	HR	$30.00	$180.00
4	ASPHALT CORING	0	HR	$60.00	$0.00
5	ASPHALT TESTING	0	EA	$20.00	$0.00
6	REPORT PREPARATION	6	HR	$30.00	$180.00
	TOTAL				$720.00

TASK ORDER NO. 5
EAST SIDE ENGINE OVERHAUL SHOP

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to new hangar construction, Drake Field.

SECTION I - PROJECT DESCRIPTION

A 17,000 SF engine overhaul shop is to be designed for the eastern side of the runway, just west of the general aviation aircraft apron. The facility, which is to be composed of approximately 8,000 SF of high-bay hangar space, 5,000 SF of office space, and 4,000 SF of low-bay shop area, must be directly accessible by both aircraft and ground transportation. The office shall be heated and cooled, and equipped with a restroom. The location must be such that a "companion facility" can be built fairly close to it in the future.

The project is to include:

A. Hangar design using prefabricated metal components.

B. Reinforced concrete foundations.

C. Interior electrical lighting and receptacles.

D. Heating, ventilating, and airconditioning for the office.

E. Electrical grounding system.

F. Exterior, building-mounted electrical lighting.

G. Storm drainage and paving plans to integrate the new hangars into the overall landside and airside paving schemes .

Specifically excluded from the project scope: Storm Water Pollution Prevention Plan (as currently planned, less than a 5-acre area is to be disturbed).

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be executed within the following time periods:

Surveying:	15 calendar days
Preliminary Design (35%):	21 calendar days
Design Development (65%):	60 calendar days
Final Design (95%):	110 calendar days
Submittal to City (100%):	120 calendar days

SECTION III - SCOPE OF SERVICES

The ENGINEER shall provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically included are:

A. Construction staking of building corners.

B. Air spacing submittals to FAA.

SECTION IV - FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning and Design Services Preceding Construction). The ENGINEER shall provide, as hereafter enumerated, geotechnical investigation, surveying, design, bidding, and air spacing services for a total not-to-exceed fee of $64,700 including a total fixed payment of $8,254.

1. **Surveying and Design Phase Services:**

For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the

project, plus a fixed payment which are payable as follows:

a) Surveying and Design phase services costs not to exceed: $ 53,253.

b) Fixed payment for Surveying and Design phase services: $ 7,988.

c) Engineering contract amount for Surveying and Design phase services not to exceed: $ 61,241.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the OWNER decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

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

2. Geotechnical Investigation Phase Services:

For Geotechnical Investigation phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a)	Geotechnical phase services costs not to exceed:	$ 1,705.
b)	Fixed payment for Geotechnical phase services:	$ 43.
c)	Engineering contract amount for Geotechnical phase services not to exceed:	$ 1,748.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and C cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for geotechnical phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the

geotechnical phase of the project.

3. **Bidding Phase Services**:

For Bidding phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Bidding phase services costs not to exceed:	$ 943.
b) Fixed payment for Bidding phase services:	$ 141.
c) Engineering contract amount for Bidding phase services not to exceed:	$ 1,084 .

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. The fee has been based upon bidding the project one time under a single contract section. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Bidding phase services shall be made upon the OWNER's

approval and acceptance with the satisfactory completion of the Bidding phase of the project.

4. **Air Spacing Application Services**:

For Air Spacing Application phase services, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a. Air spacing phase services costs not to exceed:	$ 545.
b. Fixed payment for air spacing phase services:	$ 82.
c. Engineering Contract amount for air spacing phase services not to exceed:	$ 627.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Funding Application phase services shall be made upon the

OWNER's approval and acceptance of the air spacing phase documents.

B. **Title II Services** (Construction Phase Services):

The ENGINEER shall provide, as hereafter enumerated individually, construction phase services for a total not-to-exceed cost of $19,198, including a total fixed payment of $2,504.

1. **Construction Administration and Inspection Phase Services:**

For Construction Administration and Inspection phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a) Construction Administration and Inspection phase services costs not to exceed: $ 13,268.

b) Fixed payment for Construction Administration and Inspection phase services: $ 1,990.

c) Engineering contract amount for Construction Administration and Inspection phase services not to exceed: $ 15,258.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto (the Construction Inspection portion of the fee has been based upon providing an average of 1.5 hrs/day of on-site inspection during an assumed construction period of 240 calendar days). Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment. Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Administration and Inspection phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the Construction phase of the project.

2. **Construction Staking Services**:

For Construction Staking services, the ENGINEER shall establish building corners, a baseline, and a benchmark for vertical control. This construction staking is to be performed by the ENGINEER one time only, with additional staking to be the responsibility of the Contractor. For this work, the OWNER shall pay the ENGINEER on the basis of actual salary cost for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct

reimbursable expenses, plus a fixed payment payable as follows:

a) Construction Staking costs not to exceed: $ 1,022.

b) Fixed payment for Construction Staking: $ 153.

c) Engineering contract amount for Construction Staking services not to exceed: $ 1,175.

The basis of this upper limit and justification for the fee is contained in Appendix A attached. Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Staking service shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the Construction Staking phase of the project.

3. **Construction Materials Testing Phase Services:**

For construction materials testing phase services rendered by the ENGINEER, the

OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Materials testing phase services costs not to exceed:	$ 2,404.
b) Fixed payment for materials testing phase services:	$ 361.
c) Engineering contract amount for materials testing phase services not to exceed:	$ 2,765.

The basis of this upper limit and justification for the fee is contained in Appendix A, attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and D cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for materials testing phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the materials testing phase of the project.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn Attest: R. Wayne Jones
President

Date: 11/22/00

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 5
EAST SIDE ENGINE OVERHAUL SHOP
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION →	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE →	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
1.1	SURVEYING AND DESIGN															
1	SCOPING MEETING		3	3												$133
2	CONTRACT NEGOTIATIONS	4														$160
3	PREPARE CONTRACT FORM	1														$40
4	SURVEYING		1	1	6				2	30			30		$75	$896
5	PRELIMINARY LAYOUT		4	8			6									$338
6	DES. DEVEL.: COVER		0.5	0.5				4								$58
7	DES. DEVEL.: GRADING PLAN		2	8	4		8									$388
8	DES. DEVEL.: DRAINAGE PLAN		2	8				8								$276
9	DES. DEVEL.: UTILITY PLAN		4	8			8	8								$438
10	DES. DEVEL.: HANGAR PLAN/STRUCTURAL		3	24			12	16								$849
11	DES. DEVEL.: ARCHITECTURAL PLAN	2	2	2										$4,000		$4,169
12	DES. DEVEL.: PAVING PLAN		2	4			6									$211
13	DES. DEVEL.: AIRSIDE ACCESS PLAN		1	8			4	2								$253
14	DES. DEVEL.: LANDSIDE ACCESS PLAN		8	16			16									$732
15	DES. DEVEL.: ELECTRICAL PLAN	1	1	2		1					1			$600		$733
16	OUTLINE SPECIFICATIONS		2	4							4					$175
17	UPDATE COST ESTIMATE		4	8										$150		$404
18	IN-HOUSE REVIEWS	1	2			2										$124
19	REVIEW MEETING WITH OWNER		2	2							0.5		10	$150	$60	$308
20	DETAIL DES.: COVER			2			2									$87
21	DETAIL DES.: GRADING PLAN & DETAILS		2	8			4	16								$404
22	DETAIL DES.: DRAINAGE PLAN & DETAILS		2	8			4	16								$404
23	DETAIL DES.: UTILITY PLAN & DETAILS		2	12			12	24								$665
24	DETAILED DES.:HANGAR PLAN & DETAILS		2	16			16	32								$870
25	DETAILED DES.: ARCHITECTURAL DETAILS			2			2							$13,000		$13,067
26	DETAIL DES.: PAVING PLAN & DETAILS		2	12		1	8	16								$554
27	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		0.5	4			2	4								$154
28	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		2	12			6	8								$437
29	DETAIL DES.: ELECTRICAL PLAN & DETAILS		0.5	4			2				2			$1,800	$50	$1,992
30	SPECIFICATIONS		3	40							60				$200	$1,766
31	IN-HOUSE REVIEWS	1	4	1		2										$193
32	DETAILED COST ESTIMATE		1	6							1			$150		$303
33	REVIEW MEETING WITH OWNER		2	2									10	$150	$25	$267
34	REVISIONS TO PLANS & SPECS		1	1		1	2	8			1				$75	$248
35	FINAL REVISIONS TO P & S		1	2			2				1				$300	$404
	Subtotals	10	68.5	238.5	10	7	122	162	2	30	70.5	0	50	$20,000	$785	$32,476

Direct Labor Cost	$11,675
Overhead @ 1.78	$20,777
Direct Expenses	$20,803
Total Cost	$53,253
Fixed Payment	$7,988
Not-to-exceed	$61,241

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APPENDIX "A"
BASIS FOR PAYMENTS TO THE ENGINEER
TASK ORDER NO. 5
EAST SIDE ENGINE OVERHAUL SHOP
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.2	GEOTECH. INVESTIGATION		1	4											$1,421	$1,523

Direct Labor Cost	$102
Overhead @ 1.78	$182
Direct Expenses	$1,421
Total Cost	$1,705
Fixed Payment	$43
Not-to-exceed	$1,748

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.3	BIDDING		4	8							1		10	$150	$50	$470

Direct Labor Cost	$266
Overhead @ 1.78	$473
Direct Expenses	$204
Total Cost	$943
Fixed Payment	$141
Not-to-exceed	$1,084

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.4	AIR SPACING SUBMITTALS TO F.A.A.		4	4							1				$20	$209

Direct Labor Cost	$189
Overhead @ 1.78	$336
Direct Expenses	$20
Total Cost	$545
Fixed Payment	$82
Not-to-exceed	$627

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.1	CONSTR. ADMIN. AND INSPECTION															
1	CONSTR. ADMINISTRATION	1	12	32							8					$1,052
2	CONSTR. INSPECTION											243.2	650	$650		$4,282
	Subtotals	1	12	32	0	0	0	0	0	0	8	243.2	650	$650	$0	$5,334

Direct Labor Cost	$4,457
Overhead @ 1.78	$7,933
Direct Expenses	$878
Total Cost	$13,268
Fixed Payment	$1,990
Not-to-exceed	$15,258

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 5
EAST SIDE ENGINE OVERHAUL SHOP
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.2	CONSTRUCTION STAKING			0.5					1	16			20		$15	$382

Direct Labor Cost	$380
Overhead @ 1.78	$640
Direct Expenses	$22
Total Cost	$1,022
Fixed Payment	$153
Not-to-exceed	$1,175

	CLASSIFICATION >	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE >	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.3	CONSTRUCTION MT'LS TESTING		1	3									40		$2,160	$2,257

Direct Labor Cost	$83
Overhead @ 1.78	$147
Direct Expenses	$2,174
Total Cost	$2,404
Fixed Payment	$361
Not-to-exceed	$2,765

APPENDIX B

Salary Ranges
Drake Field, Fayetteville Municipal Airport

CATEGORY	HOURLY RATE RANGE
Principal Engineer / Project Director	$40 to $45
Project Manager	$25 to $33
Project Engineer	$18 to $26
Registered Surveyor	$14 to $18
Computer Technician	$17 to $21
Engineering Technician	$12 to $18
Service Engineer Technician	$15 to $20
Survey Crew (2 man)	$18 to $23
Clerical Support	$9 to $14
CADD Draftsman 1	$15 to $20
CADD Draftsman 2	$10 to $16
CADD Draftsman 3	$8 to $12
Soils Lab Supervisor	$12 to $15
Soils Technician II	$8 to $12
Soils Technician I	$6 to $8

APPENDIX "C"

TASK ORDER NO. 5
GEOTECHNICAL INVESTIGATION
EAST SIDE ENGINE OVERHAUL SHOP
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	MOBILIZATION	1	LS	$75.00	$75.00
4	BORING SETUP CHARGES	3	EA	$25.00	$75.00
5	BORING LAYOUT	1	HR	$60.00	$60.00
6	SOIL DRILLING AND SAMPLING	30	LF	$10.00	$300.00
7	MOISTURE TESTS	6	EA	$8.00	$48.00
8	ATTERBERG LIMITS TESTS	6	EA	$45.00	$270.00
9	GRADATIONS (5 SIEVE)	6	EA	$30.00	$180.00
10	DRY UNIT WEIGHT TESTS	6	EA	$8.00	$48.00
12	GEOTECHNICAL EVALUATION	3	HR	$95.00	$285.00
13	BORING PLOT PLAN & LOG, CADD OPER.	2	HR	$40.00	$80.00
	TOTAL				$1,421.00

APPENDIX "D"

TASK ORDER NO. 5
CONSTRUCTION MATERIALS TESTING
EAST SIDE ENGINE OVERHAUL SHOP
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	SOILS TESTING	16	HR	$30.00	$480.00
2	BASE TESTING	16	HR	$30.00	$480.00
3	CONCRETE TESTING	16	HR	$30.00	$480.00
4	ASPHALT CORING	4	HR	$60.00	$240.00
5	ASPHALT TESTING	6	EA	$20.00	$120.00
6	REPORT PREPARATION	12	HR	$30.00	$360.00
	TOTAL				**$2,160.00**

TASK ORDER NO. 6
EAST SIDE CORPORATE HANGARS (4 TOTAL)

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to new hangar construction, Drake Field.

SECTION I - PROJECT DESCRIPTION

Four (4) corporate hangars are to be designed for the eastern side of the runway. They are to be located along the eastern side of the existing general aviation aircraft apron (to be extended eastward under a separate project), starting with the northern end of that site. Each hangar is to be approximately 50' x 50' and equipped with a plumbing stub-up (for the tenant's use in the future installation of a restroom, breakroom, etc.). Also included under this scope of work is the design of landside access to these four hangars.

The project is to include:

A. Hangar design using prefabricated metal components.

B. Reinforced concrete foundations.

C. Interior electrical lighting and receptacles.

D. Electrical grounding system.

E. Exterior, building-mounted electrical lighting.

F. Storm drainage and paving plans to integrate the new hangars into the overall landside and airside paving schemes .

Specifically excluded from the project scope: Storm Water Pollution Prevention Plan (as currently planned, less than a 5-acre area is to be disturbed); and airside paving design.

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be executed within the following time periods:

Surveying:	30 calendar days
Preliminary Design (35%):	30 calendar days
Design Development (65%):	65 calendar days
Final Design (95%):	95 calendar days
Submittal to City (100%):	125 calendar days

SECTION III - SCOPE OF SERVICES

The ENGINEER shall provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically included are:

A. Construction staking of building corners.

B. Air spacing submittals to FAA.

SECTION IV - FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning and Design Services Preceding Construction). The ENGINEER shall provide, as hereafter enumerated, geotechnical investigation, surveying, design, bidding, and air spacing services for a total not-to-exceed fee of $24,427 including a total fixed payment of $3,070.

1. **Surveying and Design Phase Services**:

For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the

project, plus a fixed payment which are payable as follows:

a) Surveying and Design phase services costs not to exceed: $ 19,802.

b) Fixed payment for Surveying and Design phase services: $ 2,970.

c) Engineering contract amount for Surveying and Design phase services not to exceed: $ 22,772.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the OWNER decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

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

2. Geotechnical Investigation Phase Services:

For Geotechnical Investigation phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a)	Geotechnical phase services costs not to exceed:	$ 975.
b)	Fixed payment for Geotechnical phase services:	$ 13.
c)	Engineering contract amount for Geotechnical phase services not to exceed:	$ 988.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and C cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for geotechnical phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the

geotechnical phase of the project.

3. **Bidding Phase Services**:

For Bidding phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Bidding phase services costs not to exceed:	$ 334.
b) Fixed payment for Bidding phase services:	$ 50.
c) Engineering contract amount for Bidding phase services not to exceed:	$ 384.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. The fee has been based upon bidding the project one time under a single contract section. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Bidding phase services shall be made upon the OWNER's

approval and acceptance with the satisfactory completion of the Bidding phase of the project.

4. **Air Spacing Application Services**:

For Air Spacing Application phase services, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a. Air spacing phase services costs not to exceed:	$ 246.
b. Fixed payment for air spacing phase services:	$ 37.
c. Engineering Contract amount for air spacing phase services not to exceed:	$ 283.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Funding Application phase services shall be made upon the

OWNER's approval and acceptance of the air spacing phase documents.

B. **Title II Services** (Construction Phase Services):

The ENGINEER shall provide, as hereafter enumerated individually, construction phase services for a total not-to-exceed cost of $15,182, including a total fixed payment of $1,980.

1. **Construction Administration and Inspection Phase Services**:

For Construction Administration and Inspection phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a) Construction Administration and Inspection phase services costs not to exceed: $ 10,808.

b) Fixed payment for Construction Administration and Inspection phase services: $ 1,621.

c) Engineering contract amount for Construction Administration and Inspection phase services not to exceed: $ 12,429.

The basis of this upper limit and justification for the fee is contained in Appendix A attached hereto (the Construction Inspection portion of the fee has been based upon providing an average of 1.5 hrs/day of on-site inspection during an assumed construction period of 180 calendar days). Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment. Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Administration and Inspection phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the Construction phase of the project.

2. **Construction Staking Services**:

For Construction Staking services, the ENGINEER shall establish building corners, a baseline, and a benchmark for vertical control. This construction staking is to be performed by the ENGINEER one time only, with additional staking to be the responsibility of the Contractor. For this work, the OWNER shall pay the ENGINEER on the basis of actual salary cost for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct

reimbursable expenses, plus a fixed payment payable as follows:

a) Construction Staking costs not to exceed: $ 431.

b) Fixed payment for Construction Staking: $ 65.

c) Engineering contract amount for Construction Staking services not to exceed: $ 496.

The basis of this upper limit and justification for the fee is contained in Appendix A attached. Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment.

Appendix B covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Staking service shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the Construction Staking phase of the project.

3. **Construction Materials Testing Phase Services**:

For construction materials testing phase services rendered by the ENGINEER, the

OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Materials testing phase services costs not to exceed:	$ 1,963.
b) Fixed payment for materials testing phase services:	$ 294.
c) Engineering contract amount for materials testing phase services not to exceed:	$ 2,257.

The basis of this upper limit and justification for the fee is contained in Appendix A, attached hereto. Adjustment of the upper limit may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in the services to be performed by the ENGINEER and such modification warrants such adjustment.

Appendices B and D cover the classifications of personnel and the salary rates for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for materials testing phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the materials testing phase of the project.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn Attest: [signature]
President

Date: 11/22/00

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 6

EAST SIDE CORPORATE HANGARS (4 TOTAL)

DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION ▸	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$16.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
1.1	SURVEYING AND DESIGN															
1	SCOPING MEETING		1													$25
2	CONTRACT NEGOTIATIONS	1														$40
3	PREPARE CONTRACT FORM	1														$40
4	SURVEYING		1	2	4				1	8			10		$50	$371
5	PRELIMINARY LAYOUT		1	1.5			1									$88
6	DES. DEVEL.: COVER		0.5	0.5				1								$31
7	DES. DEVEL.: GRADING PLAN		2	6	4		4									$294
8	DES. DEVEL.: DRAINAGE PLAN		2	8				8								$258
9	DES. DEVEL.: UTILITY PLAN		2	12			2	4								$345
10	DES. DEVEL.: HANGAR PLAN/STRUCTURAL		4	12			12	4								$535
11	DES. DEVEL.: ARCHITECTURAL PLAN															$0
12	DES. DEVEL.: PAVING PLAN		2	2			2									$117
13	DES. DEVEL.: AIRSIDE ACCESS PLAN		0.5	0.5			1									$36
14	DES. DEVEL.: LANDSIDE ACCESS PLAN		1	6			0.5									$148
15	DES. DEVEL.: ELECTRICAL PLAN	0.5	0.5	1		0.5					1			$300		$372
16	OUTLINE SPECIFICATIONS		2	2							1				$75	$178
17	UPDATE COST ESTIMATE		1	4												$102
18	IN-HOUSE REVIEWS	0.5	2			1										$87
19	REVIEW MEETING WITH OWNER		2	2							0.5		10		$30	$128
20	DETAIL DES.: COVER			1			2									$47
21	DETAIL DES.: GRADING PLAN & DETAILS		2	8			4	16								$404
22	DETAIL DES.: DRAINAGE PLAN & DETAILS		2	4			2	12								$263
23	DETAIL DES.: UTILITY PLAN & DETAILS		1	8			8	16								$435
24	DETAILED DES.:HANGAR PLAN & DETAILS		2	12			16	16								$649
25	DETAILED DES.: ARCHITECTURAL DETAILS															$0
26	DETAIL DES.: PAVING PLAN & DETAILS		1	4		1		4								$155
27	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		1	3			1									$97
28	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		2	8			12									$372
29	DETAIL DES.: ELECTRICAL PLAN & DETAILS		0.5	1							2			$600	$35	$691
30	SPECIFICATIONS		2	20							40				$200	$1,115
31	IN-HOUSE REVIEWS	1	2	1		1										$126
32	DETAILED COST ESTIMATE		0.5	4							1					$102
33	REVIEW MEETING WITH OWNER		2	2									10		$25	$117
34	REVISIONS TO PLANS & SPECS	0.5	1	1		0.5	1	2			1				$15	$132
36	FINAL REVISIONS TO P & S		1	2			2				1				$5	$109
	Subtotals	4.5	44.5	138.5	8	4	70.5	81	1	8	47.5	0	30	$900	$435	$7,984

Direct Labor Cost	$6,639
Overhead @ 1.78	$11,817
Direct Expenses	$1,348
Total Cost	$19,802
Fixed Payment	$2,970
Not-to-exceed	$22,772

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APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 6
EAST SIDE CORPORATE HANGARS (4 TOTAL)
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

	CLASSIFICATION ▸	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.2	GEOTECH. INVESTIGATION		0.5	1											$886	$917

Direct Labor Cost	$32
Overhead @ 1.78	$57
Direct Expenses	$886
Total Cost	$975
Fixed Payment	$13
Not-to-exceed	$988

	CLASSIFICATION ▸	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.3	BIDDING		2	2							1		10		$50	$154

Direct Labor Cost	$101
Overhead @ 1.78	$179
Direct Expenses	$54
Total Cost	$334
Fixed Payment	$50
Not-to-exceed	$384

	CLASSIFICATION ▸	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
I.4	AIR SPACING SUBMITTALS TO F.A.A.		2	1							1				$20	$101

Direct Labor Cost	$81
Overhead @ 1.78	$145
Direct Expenses	$20
Total Cost	$246
Fixed Payment	$37
Not-to-exceed	$283

	CLASSIFICATION ▸	PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.1	CONSTR. ADMIN. AND INSPECTION															
1	CONSTR. ADMINISTRATION	1	12	32							8					$1,062
2	CONSTR. INSPECTION											180	650	$650		$3,398
	Subtotals	1	12	32	0	0	0	0	0	0	8	180	650	$650	$0	$4,460

Direct Labor Cost	$3,572
Overhead @ 1.78	$6,358
Direct Expenses	$678
Total Cost	$10,608
Fixed Payment	$1,621
Not-to-exceed	$12,429

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 6
EAST SIDE CORPORATE HANGARS (4 TOTAL)
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

		PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION ▸															
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.2	CONSTRUCTION STAKING			0.5					1	6					$15	$165

Direct Labor Cost	$150
Overhead @ 1.78	$266
Direct Expenses	$15
Total Cost	$431
Fixed Payment	$65
Not-to-exceed	$496

		PROJECT DIRECTOR	PROJECT MGR./ENGR.	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CADD OPER. 1	CADD OPER. 2	CADD OPER. 3	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
	CLASSIFICATION ▸															
	HOURLY RATE ▸	$40.00	$25.00	$19.25	$18.00	$17.00	$14.00	$9.00	$14.00	$21.00	$12.00	$14.00	$0.35			
LINE	TASK DESCRIPTION															
II.3	CONSTRUCTION MT'LS TESTING		0.5	1									40		$1,860	$1,906

Direct Labor Cost	$32
Overhead @ 1.78	$57
Direct Expenses	$1,874
Total Cost	$1,963
Fixed Payment	$294
Not-to-exceed	$2,257

APPENDIX B

Salary Ranges
Drake Field, Fayetteville Municipal Airport

CATEGORY	HOURLY RATE RANGE
Principal Engineer / Project Director	$40 to $45
Project Manager	$25 to $33
Project Engineer	$18 to $26
Registered Surveyor	$14 to $18
Computer Technician	$17 to $21
Engineering Technician	$12 to $18
Service Engineer Technician	$15 to $20
Survey Crew (2 man)	$18 to $23
Clerical Support	$9 to $14
CADD Draftsman 1	$15 to $20
CADD Draftsman 2	$10 to $16
CADD Draftsman 3	$8 to $12
Soils Lab Supervisor	$12 to $15
Soils Technician II	$8 to $12
Soils Technician I	$6 to $8

APPENDIX "C"

TASK ORDER NO. 6
GEOTECHNICAL INVESTIGATION
EAST SIDE ENGINE CORPORATE HANGARS (4 TOTAL)
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	MOBILIZATION	1	LS	$75.00	$75.00
4	BORING SETUP CHARGES	3	EA	$25.00	$75.00
5	BORING LAYOUT	1	HR	$60.00	$60.00
6	SOIL DRILLING AND SAMPLING	20	LF	$10.00	$200.00
7	MOISTURE TESTS	3	EA	$8.00	$24.00
8	ATTERBERG LIMITS TESTS	3	EA	$45.00	$135.00
9	GRADATIONS (5 SIEVE)	3	EA	$30.00	$90.00
10	DRY UNIT WEIGHT TESTS	3	EA	$8.00	$24.00
12	GEOTECHNICAL EVALUATION	1.5	HR	$95.00	$142.50
13	BORING PLOT PLAN & LOG, CADD OPER.	1.5	HR	$40.00	$60.00
	TOTAL				$885.50

APPENDIX "D"

TASK ORDER NO. 6
CONSTRUCTION MATERIALS TESTING
EAST SIDE CORPORATE HANGARS (4 TOTAL)
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	SOILS TESTING	12	HR	$30.00	$360.00
2	BASE TESTING	12	HR	$30.00	$360.00
3	CONCRETE TESTING	16	HR	$30.00	$480.00
4	ASPHALT CORING	4	HR	$60.00	$240.00
5	ASPHALT TESTING	6	EA	$20.00	$120.00
6	REPORT PREPARATION	10	HR	$30.00	$300.00
	TOTAL				$1,860.00

STAFF REVIEW FORM

Ernest Lancaster Drive Extension
Harrison Davis Construction Co.

_X_ AGENDA REQUEST
_X_ CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of Dec. 19, 2000

FROM:

Alett Little	Airport	Economic Development
Name	Division	Department

ACTION REQUIRED: Request approval of Change Order #1 in the amount of $23,838.00 with Harrison Davis Construction Co., Inc. for the construction to extend Ernest Lancaster Drive. The airport's neighbor on the east side, Mr. Arthur Miller, expressed concerns about possible flooding onto his property by drainage which was engineered to runoff on the east side of the new road. In an effort to avoid possible problems of runoff after the project has been completed, the road was redesigned to drain all water back unto the airport property. A request for 90% funding with AIP (Airport Improvement Program) funds will be requested from the FAA. A project contingency does provide adequate funding for this Change Order.

COST TO CITY:

$23,838.00	$ 487,000.00	Ernest Lancaster Drive Ext.
Cost of this request	Category/Project Budget	Category/Project Name
5550 3960-7820-28	$ 244,306.00	Fixed Assets
Account Number	Funds used to date	Program Name
00030	$ 242,694.00	Airport
Project Number	Project Name	Fund

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Manager Date — Administrative Services Dir. Date

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

Marilyn J. Cramer 11-28-00 — Internal Auditor Nancy Smith 11/28/00
Accounting Manager Date — Internal Auditor Date

City Attorney 11-28-00 — ADA Coordinator
City Attorney Date — ADA Coordinator Date

Purchasing Officer 11-28-00 — Grants Coordinator
Purchasing Officer Date — Grants Coordinator Date

STAFF RECOMMENDATION: Staff recommends approval.

Division Head — Date 11-27-00
Department Director — Date 11/28/00
Administrative Services Director — Date 11/28/00
Mayor — Date

Cross Reference

New Item: Yes (No)
Prev. Ord/Res#: _120-00_
Orig Cont. Date: 9-5-00
Orig Cont #: 775

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: ALETT LITTLE, ECONOMIC DEVELOPMENT DIRECTOR

DATE: NOVEMBER 25, 2000

SUBJECT: CHANGE ORDER WITH HARRISON DAVIS FOR THE CONSTRUCTION TO EXTEND ERNEST LANCASTER DRIVE. for City Council Meeting Dec 19, 2000

Airport staff requests approval of Change Order #1 in the amount of $23,838.00 with Harrison Davis Construction Co., Inc. for the construction of an extension of Ernest Lancaster Drive. The airport's neighbor on the east side, Mr. Arthur Miller, expressed concerns about possible flooding onto his property by drainage which was engineered to runoff on the east side of the new road. In an effort to avoid possible problems of runoff after the project has been completed, the road was redesigned to drain all water back unto the airport property.

A request for 90% funding with AIP (Airport Improvement Program) funds will be requested from the FAA. A project contingency does provide adequate funding for this Change Order.

Attachment: 3 Original Change Orders

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

CHANGE ORDER NO. 1

November 13, 2000

Ernest Lancaster Drive Extension
Drake Field - Fayetteville, Arkansas
Project No. FY992164

Change:

A) To Redirect the drainage from Sta. 15+50 RT back to Sta. 8+00 RT along the west side of Ernest Lancaster Road. To obtain a slope of 0.3% a concrete ditch was used.

	Original	Previous Changes	Net Change	Revised
Contract Price	243,473.00	0.00	23,838.00	267,311.00
Final Completion	3-4-01		30	4-3-01

Note: Effective on Date Approved by Owner.

Recommended	Accepted	Approved
By: _____	By: _____	By: _____
MCE, Inc.	Harrison Davis	City of Fayetteville
Engineer	Construction Co, Inc.	Owner
	Contractor	
Date: 11-17-00	Date: 11-21-00	Date: _____

October 31, 2000

HDC
HARRISON DAVIS CONSTRUCTION CO., INC.
Licensed General Contractor License No. 0016150201

Mr. Arnold Rankins
McClelland Consulting Engineers, Inc.
1810 North College Ave.
Fayetteville, AR 72701

RE: Request for Pricing Change – Concrete Ditch Only
Ernest Lancaster Drive Extension
Drake Field, Municipal Airport, Fayetteville, AR
MCE No. FY992164

Dear Mr.Rankins:

Harrison Davis Construction Company, Inc. is pleased to submit this request for extra pricing for your review and consideration. The following is based on the revised plans showing the location of the new concrete ditch received by our on 10-26-00.

Scope of Work

1. Earthwork: 520 linear ft of additional drainage ditch cutting and grading per new profile drawings and grades for the new concrete ditch.
2. Concrete Work: 3' and 2' concrete ditch bottoms with concrete sides stacked per details on sheet no. 7, contraction joints, expansion joints, weeps, and fine grade complete.

All of the above including materials, labor, equipment, layout, supervision, applicable taxes, insurance and bond premiums for the total lump sum amount of Twenty Three Thousand Eight Hundred Thirty Eight ($23,838.00) Dollars.

We appreciate the opportunity to present you this proposal and look forward to hearing from you further. Please review and respond as soon as possible.

Sincerely,

Jimmy Carson

Jimmy Carson
Estimator / Project Manager

1931-A Deane Street, Fayetteville, AR 72703 • (501) 443-0996, (501) 524-4888, FAX: 443-0138

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
____ GRANT REVIEW

For the City Council meeting of: December 19, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached construction contract with Heller Company, Inc., for Sanitary Sewer Rehabilitation (pipe bursting), Illinois Basin 16 and White River Minisystem 9A, in the amount of $501,400, and approve a 10% contingency of $50,140

COST TO CITY:

$ 551,540	$2,515,919	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
4470-9470-5815.00	$ 1,797,080	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8420	$ 718,839	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	12-6-00 Date	ADA Coordinator	Date
City Attorney	Date	Nancy Smith Internal Auditor	12/4/00 Date
P Vice PR Purchasing Officer	12-6-00 Date		

STAFF RECOMMENDATION: Approve change orders as stated above.

Division Head	30 Nov 00 Date	Cross Reference:
Department Director	12-6-00 Date	New Item: Yes ~~No~~
Administrative Services Director	12/6/00 Date	Previous Ord/Res #:_____
Mayor	12/7/00 Date	Orig Contract Date: _____

DJ\\REHAB-SW\BAS16301.WPD

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Charlie Venable, Public Works Director

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer

Date: 29 November 2000

Subject: Agenda Request- December 19 Council Meeting, Construction Contract, Illinois River Basin 16 and the Hyland Park Area Sewer Rehabilitation (Pipe Bursting), Heller Company, Inc.

1. Background. The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area to be rehabilitated is all of those areas tributary by gravity to the Old Wire lift station, including the hill behind Root School (Illinois River Basin 16), and the Hyland Park area, all shown on the attached map. Under very heavy rains, we experience recurring overflows at five manholes and one pump station in this area.

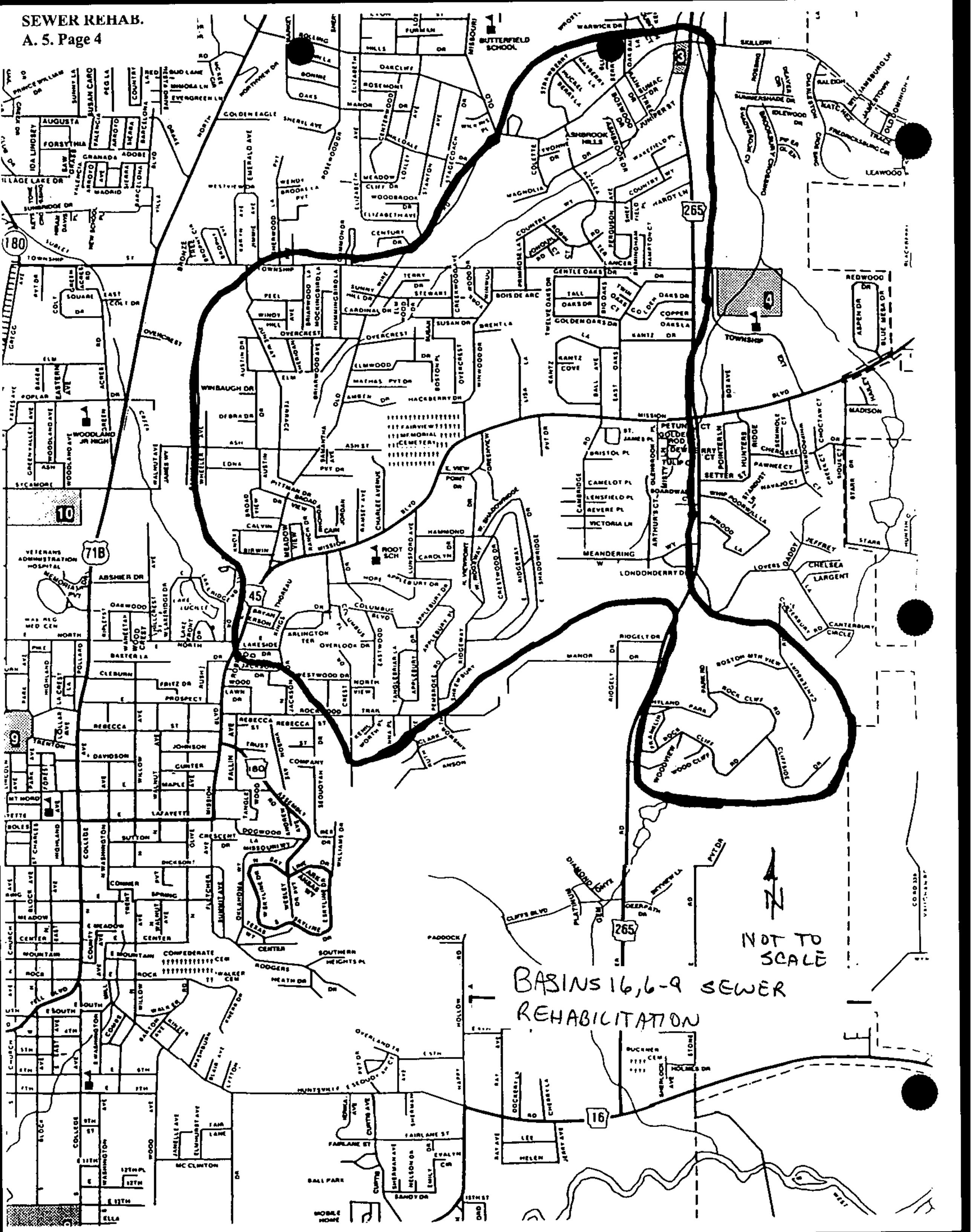
2. Project Description. This is the second of three sewer rehabilitation construction projects in this area, and involves replacing lines via a partially trenchless method known as pipe bursting. The third project has already been bid, and will be awarded early in 2001, and involve traditional dig and replace sewer line replacement and repair. The work on this pipe bursting project consists of replacing 3,614' of main line pipe, building 19 manholes, and installing roughly 400' of service line. We have included several pipes from other areas of town in this contract as pipe bursting is the best method of repairing these pipes.

3. Bid. Bids were opened on November 17. Two bids were received. Heller Company had the low bid with $501,400.00. T-G Excavating was the second low bid with $555,555.00. Both bids were below the engineer's estimate of $562,412.40; Heller's bid is 89% of the Engineer's estimate. The engineer has recommended we award this contract in the attached letter.

4. Budgeting. The sewer rehabilitation project is in the 2000 Capital Improvements Plan (page 153) and is funded by Water and Sewer funds. Budget details are identified on the attached agenda request.

5. Staff Recommendation. The Staff recommends award of the construction contract to Heller Company, Inc., in the amount of $501,400, and approve a 10% contingency of $50,140, for a total cost of $551,540.

Enclosures: Agenda Request
Project Area Map
Engineer's Recommendation Letter with Bid Tab
Proposed Contract
Purchase Order


BUTTERFIELD SCHOOL
WOODLAND JR HIGH
VETERANS ADMINISTRATION HOSPITAL
ROOT SCH
NOT TO SCALE
BASINS 16, 6-9 SEWER REHABILITATION

RJN GROUP, INC.
Engineering and Information Technology Services
An Employee-Owned Firm

November 27, 2000

Mr. Dave Jurgens
City of Fayetteville
1475 West Kato Springs Road
Fayetteville, AR 72701

Subject: Illinois River Basin Sewer Improvements Unit 1, RJN #18155200

Dear Dave:

Two contractors submitted bids for the above referenced project. We have prepared Bid Tabulations for the contract items, and find them to be correct (three copies attached). Heller Company is the low bidder for a total cost to construct Unit 1 of $501,400.00. We have checked their references, and have found that their past clients are extremely pleased with the company and their quality of work.

We recommend the City enter into a contract with Heller Company to construct Unit 1 of the Illinois River Basin Sewer Improvements for a cost of $501,400.00.

Should you have any questions, please call me at (972) 437-4300 x38.

Very truly yours,

RJN Group, Inc.

Thomas A. Harris, P.E.
Senior Project Manager

xc: file
Enclosures

12160 Abrams Road, Suite 206 • Dallas, Texas 75243
Phone 972/437-4300 • Fax 972/437-2707 • www.rjn.com

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

2001 PO

Requisition No.:	Date: 29 November 2000
P.O. Number:	Expected Delivery Date: See Remarks

Vendor #: 7923	Vendor Name: Heller Company, Inc.		Mail: Yes____ No__XX_
Address: P. O. Box 1438		FOB Point: Fayetteville, AR	Taxable: Yes__XX_ No____
City: Hot Springs	State: AR	Zip: 71902	Ship To Code:	Division Head Approval:
Requester: David Jurgens		*Requester's Employee#: 490	Extension: 386

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Basin 16 Sewer Rehabilitation (Pipe Bursting)	1	EA	$501,400.00	$501,400.00	4470-9470-5815.00	87592		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
11					$0.00				
	SHIPPING/HANDLING				$0.00				

Special Instructions:
The notice to proceed will be issued immediately following City Council approval. Work must begin within 10 working days following issuance of the notice to proceed.

Subtotal:_____ $501,400.00

Tax:_____ $33,217.75

TOTAL:_____ $534,617.75

Approvals:
(Purchasing office use only)

Mayor:_____

Department Director:_____

Purchasing Manager:_____

Admin. Services Director:_____

Budget Coordinator:_____

Data Processing Mgr:_____

ILLINOIS RIVER BASIN 6, 9, 12 & 16 SEWER IMPROV.
FAYETTEVI[illegible] ARKANSAS

BID OPENING: NOVEMBER 17, 2000					RJN COST ESTIMATE	HELLER COMPANY, INC.		T-G EXCAVATING CONTRACTORS, INC.	
ITEM	QUANT	UNIT	DESCRIPTION OF ITEM		TOTAL	UNIT	TOTAL	UNIT	TOTAL
UNIT 1			GENERAL PIPE BURSTING CONSTRUCTION						
A1	34	LF	8" PVC SEWER PIPE 0'-6' DEEP OPEN CUT		2,805.00	100.00	$3,400.00	150.00	$5,100.00
A2	26	LF	8" PVC SEWER PIPE 6'-10' DEEP OPEN CUT		2,574.00	108.00	$2,808.00	170.00	$4,420.00
A3	29	LF	6" PE SLIPLINING, ALL DEPTHS		2,552.00	115.00	$3,335.00	130.00	$3,770.00
A4	3,179	LF	8" HDPE PIPE BURSTING, ALL DEPTHS		332,205.50	89.00	$282,931.00	95.00	$302,005.00
A5	40	LF	8" HDPE OPEN CUT, 6'-10' DEEP		4,840.00	110.00	$4,400.00	170.00	$6,800.00
A6	306	LF	12" HDPE PIPE BURSTING, ALL DEPTHS		35,343.00	100.00	$30,600.00	110.00	$33,660.00
A7	100	LF	16" STL ENCASEMENT BY OPEN CUT		13,200.00	200.00	$20,000.00	50.00	$5,000.00
A8	18	EA	48" STANDARD MANHOLE, 0'-6' DEEP		49,500.00	2,400.00	$43,200.00	2,000.00	$36,000.00
A9	18	VF	48" STAND MANHOLE, EXTRA DEPTH > 6'		3,960.00	300.00	$5,400.00	190.00	$3,420.00
A10	1	EA	48" DROP MANHOLE, 0'-6' DEEP		3,850.00	4,800.00	$4,800.00	2,500.00	$2,500.00
A11	2	VF	48" DROP MANHOLE, EXTRA DEPTH > 6'		550.00	1,000.00	$2,000.00	220.00	$440.00
A12	1	EA	ABANDON OR REMOVE EXISTING MANHOLE		880.00	500.00	$500.00	700.00	$700.00
A13	28	EA	4" SERVICE CONNECTION FOR PIPE BURST		30,800.00	1,400.00	$39,200.00	1,200.00	$33,600.00
A14	238	LF	4" EXTENSION OF SERVICE LINE FOR PIPE BURST		10,472.00	50.00	$11,900.00	25.00	$5,950.00
A15	2	EA	6" SERVICE CONNECTION FOR PIPE BURST		2,640.00	2,000.00	$4,000.00	1,300.00	$2,600.00
A16	5	LF	6" EXTENSION OF SERVICE LINE FOR PIPE BURST		275.00	70.00	$350.00	30.00	$150.00
A17	28	EA	SERVICE CLEANOUT		10,780.00	400.00	$11,200.00	350.00	$9,800.00
A18	19	LF	CURB & GUTTER REPAIR		627.00	40.00	$760.00	30.00	$570.00
A19	154	LF	ASPHALT STREET REPAIR		7,623.00	60.00	$9,240.00	110.00	$16,940.00
A20	7	EA	CLAY DAMS		1,694.00	400.00	$2,800.00	150.00	$1,050.00
A21	126	LF	TRENCH SAFETY		554.40	1.00	$126.00	1.00	$126.00
A22	1	LS	TREE PROTECTION		2,337.50	4,000.00	$4,000.00	5,000.00	$5,000.00
A23	100	LF	REMOVE OBSTRUCTIONS, ALL SIZES, ALL DEPTHS		11,000.00	50.00	$5,000.00	250.00	$25,000.00
A24	10	EA	SANITARY SEWER MARKERS		1,100.00	120.00	$1,200.00	80.00	$800.00
A25	1	LS	SURFACE VIDEO DOCUMENTATION		3,300.00	4,000.00	$4,000.00	9,804.00	$9,804.00
A26	200	LF	SAG REMOVAL, ALL SIZES AND DEPTHS		24,200.00	20.00	$4,000.00	200.00	$40,000.00
A27	50	LS	HEAVY ROOT CUTTING IN SEWER PIPE		2,750.00	5.00	$250.00	7.00	$350.00
			TOTAL, UNIT 1		562,412.40		$501,400.00		$555,555.00

11/20/00

CITY OF FAYETTEVILLE, AR

UNIT 1 BID

SANITARY SEWER MAIN
REPLACEMENT AND REHABILITATION
ILLINOIS RIVER WATERSHED
BASINS 6, 9, 12, AND 16

Name of Bidder Heller Company Inc.

Business Address PO Box 1938

Hot Springs Ar 71901

Date 11-17-00

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, ___, ___, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

I. <u>BID SCHEDULE</u>

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

UNIT 1

OPEN CUT CONSTRUCTION
(Per Section D2-13)

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A1	34 LF	8" PVC Sewer Pipe 0'-6' Deep By Open Cut ONE Hundred _____ Dollars & 00/100 Cents per LF	$ 100.00	$ 3400.00
A2	26 LF	8" PVC Sewer Pipe 6'-10' Deep By Open Cut ONE Hundred Eight _____ Dollars & 00/100 Cents per LF	$ 108.00	$ 2808
A3	29 LF	6" PE Sliplining, All Depths ONE Hundred Fifteen _____ Dollars & 00/100 Cents per LF	$ 115.00	$ 3335.00
A4	3,179 LF	8" HDPE Sewer Pipe, All Depths, by Pipe Bursting EIGHTY NINE _____ Dollars & 00/100 Cents per LF	$ 89.00	$ 282,931.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A5	40 LF	8" HDPE Sewer Pipe, 6'-10' Deep, By Open Cut One Hundred Ten _____ Dollars & 00/100 Cents per LF	$ 110.00	$ 4400.00
A6	306 LF	12" HDPE Sewer Pipe, All Depths, by Pipe Bursting One Hundred _____ Dollars & 00/100 Cents per LF	$ 100.00	$ 30600.00
A7	100 LF	16" Steel Encasement, All Depths, By Open Cut Two Hundred _____ Dollars & 00/100 Cents per LF	$ 200.00	$ 20,000.00
A8	18 EA	Construct 48" Standard Manhole, 0'-6' Deep Two Thousand Four Hundred Dollars & 00/100 Cents per EA	$ 2400.00	$ 43200.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A9	18 VF	Construct 48" Standard Manhole, Extra Depth Over 6' Deep Three Hundred _____ Dollars & 00/100 Cents per VF	$ 300.00	$ 5400.00
A10	1 EA	Construct 48" Drop Manhole, 0'-6' Deep Four Thousand Eight Hundred _____ Dollars & 00/100 Cents per EA	$ 4800.00	$ 4800.00
A11	2 VF	Construct 48" Drop Manhole, Extra Depth Over 6' Deep One Thousand _____ Dollars & 00/100 Cents per VF	$ 1000.00	$ 2000.00
A12	1 EA	Abandon Existing Manhole Five Hundred _____ Dollars & 00/100 Cents per EA	$ 500.00	$ 500.00
A13	28 EA	4" Service Connection For Pipe Bursting Construction One Thousand Four Hundred _____ Dollars & 00/100 Cents per EA	$ 1400.00	$ 39200.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A14	238 LF	4" Service Connection For Pipe Bursting Construction Fifty Dollars & 00/100 Cents per LF	$ 50.00	$ 11900.00
A15	2 EA	6" Service Connection For Pipe Bursting Construction Two Thousand Dollars & 00/100 Cents per EA	$ 2000.00	$ 4000.00
A16	5 LF	6" Service Line Extension For Pipe Bursting Construction Seventy Dollars & 00/100 Cents per LF	$ 70.00	$ 350.00
A17	28 EA	Service Cleanout Four Hundred Dollars & 00/100 Cents per EA	$ 400.00	$ 11,200.00
A18	19 LF	Curb & Gutter Repair Forty Dollars & 00/100 Cents per LF	$ 40.00	$ 760.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A19	154 LF	Asphalt Street Repair Sixty _____ Dollars & 00/100 Cents per LF	$ 60.00	$ 9240.00
A20	7 EA	Clay Dams Four Hundred _____ Dollars & 00/100 Cents per EA	$ 400.00	$ 2800.00
A21	126 LF	Trench Safety One _____ Dollars & 00/100 Cents per LF	$ 1.00	$ 126.00
A22	1 LS	Tree Protection Four Thousand _____ Dollars & 00/100 Cents per LS	$ 4000.-	$ 4000.00
A23	100 LF	Remove Obstructions, All Depths Fifty _____ Dollars & 00/100 Cents per LF	$ 50.00	$ 5000.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A24	10 EA	Sanitary Sewer Markers One Hundred Twenty _____ Dollars & 00/100 Cents per EA	$ 120.00	$ 1200.00
A25	1 LS	Surface Video Documentation Four Thousand _____ Dollars & 00/100 Cents per LS	$ 4000.00	$ 4000.00
A26	200 LF	Sag Removal, All Sizes and Depths Twenty _____ Dollars & 00/100 Cents per LF	$ 20.00	$ 4000.00
A27	50 LF	Heavy Root Cutting in Sewer Pipe Five _____ Dollars & 00/100 Cents per LF	$ 5.00	$ 250.00

TOTAL UNIT 1
CONSTRUCTION
OF SANITARY SEWERS

$ 501,400.00

Five Hundred One Thousand Four Hundred Dollars & zero cents

(IN WRITING)

QUALIFICATION STATEMENT

Submitted to: Fayetteville (Corporation)

By: Heller Company Inc (Co-Partnership)
(Individual)

Principal Office: Hot Springs Ar.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers.

1. What is the name of the pipe bursting process to be used for the work included in this Contract?

   T T Tech.

2. In the past three most recent and consecutive years, what is the total length in linear feet of pipe bursting work completed by your firm? (A minimum of 15,000 Linear Feet within the last three consecutive years using the approved manufacturer's system(s), per specification D2-19(1)A.2., is required).

   100,000'

3. In the past three most recent and consecutive years, what is the average annual contract amount of related sanitary sewer construction work, similar in nature to this contract, completed by your firm?

   2.2 million

4. How many years have the Contractor and Subcontractors performed sanitary sewer work, similar in nature to this contract, under its present primary name? (A minimum of five (5) years is required)

   8 yrs - Rehab work Focus

NOTE: If the Bidder intends to use a Sub-Contractor for Pipe Bursting Work included in this Contract, he must complete this form based on the Sub-Contractor's information as submitted on a Statement of Experience form.

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character which he has done, and shall give reference to his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of the contract. References shall include the name and telephone number of the project representative to be contacted.

Project Name & Location	Contract Amount	Class of Work	Date Completed	Name & Address of Owner
Little Rock Rehab	1,200,000	pipe burst	Dec 00	Little Rock W.W.
Benton Rehab	1,100,000	pipe burst rehab	Aug 98	Benton Sewer
Bryant Rehab	540,000	Pipeburst	Jan 99	Bryant City
Hot Springs Rehab	350,000	Pipeburst	Dec 99	Hot Springs City
Shepard AFB Rehab	468000	Pipeburst	Oct 99	Shepard AFB Wichita Falls Tx

How many years has your organization been in business as a general contractor under your present business name? [redacted] 22.

How many years' experience in this type of construction work has your organization had,

(a) as a general contractor? X [redacted] years pipebursting

(b) as a sub-contractor? _____.

5. Have you ever failed to complete any work awarded to you?

NO.

If so, where and why? _____

6. In what manner have you inspected this proposed work? Reviewed proposed plans + SITE visit

7. Explain your plan or layout for performing the proposed work. P/E TV, MH PIEP, PIPEBURST, Reconnect Serv. POST TV

Project: Sanitary Sewer Replacement & Rehabilitation
Illinois Basins 6, 9, 12, and 16

Owner: City of Fayetteville, Arkansas

Statement Of Qualifications

A Partial listing of jobs Heller Co., Inc. has completed in the last three years include.

Owner: City Of Shreveport Contact Rodney Beard 318-226-3953
250' 24" upsize to 30". April 98.
212' 15" upsize to 30"
197' 10" upsize to 15"

Owner City Of Benton Contact Dwayne Hood 501-776-3362
Pipeburst 15,000 ' 7000' upsized 6" to 8" and 8" to 10" August 98

Owner: City Of Hot Springs Contact James Mattingly 501-623-7473
1983' 10" to 17" December 1999
343' 8" Concrete to 8" PVC
352' 6" Concrete to 6" SDR 17
373' 8" Concrete to 8" SDR 17

Owner: City Of Bryant Contact Don Brady 501-624-4691
Contract consisted of 3 sections: Pipebursting, Point repairs & Manhole Rehab.
146' 6" to 8" January 1999
1140' 8" to 8"

Owner: City Of Fayetteville Contact David Jurgens 501-575-8386
485' 8" to 10" March 1999

Owner: Department Of Air Force Contact Angela Dunlap 940-676-5186
Sheppard AFB Contracting Squadron October 1999
3800' 8"
2800' 6"

Owner: City Of Little Rock
Wastewater Utility Contact Jim Boyd 501-376-2903
Maintenance Contract running for three years
12,073' 6" Hall High Phase 3 2448' 10" to 18"
1809' 8" 582' 10" to 16"
371' 10" 330' 8" to 18"
457' 12"

Owner: Department Of Air Force Contact James Mc Niel 940-676-5186
3500' 6" to 8" July 2000
1800' 8" to 8"

STATEMENT OF COMMITMENT

The Bidder shall state below the projects which he is currently under contract, dollar value of contracts, and estimated time of completion.

Project Name & Location	Contract Amount	Class of Work	Estimated Date of Completion	Percent Currently Complete

Statement Of Qualifications

A Partial listing of jobs Heller Co., Inc. has completed in the last three years include.

Owner: City Of Shreveport Contact Rodney Beard 318-226-3953
250' 24" upsize to 30". April 98.
212' 15" upsize to 30"
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Owner City Of Benton Contact Dwayne Hood 501-776-3362
Pipeburst 15,000 ' 7000' upsized 6" to 8" and 8" to 10" August 98

Owner: City Of Hot Springs Contact James Mattingly 501-623-7473
1983' 10" to 17" December 1999
343' 8" Concrete to 8" PVC
352' 6" Concrete to 6" SDR 17
373' 8" Concrete to 8" SDR 17

Owner: City Of Bryant Contact Don Brady 501-524-4691
Contract consisted of 3 sections: Pipebursting, Point repairs & Manhole Rehab.
146' 6" to 8" January 1999
1140' 8" to 8"

Owner: City Of Fayetteville Contact David Jurgens 501-575-8386
485' 8" to 10" March 1999

Owner: Department Of Air Force Contact Angela Dunlap 940-676-5186
Sheppard AFB Contracting Squadron October 1999
3800' 8"
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Owner: City Of Little Rock
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457' 12"

Owner: Department Of Air Force Contact James Mc Niel 940-676-5186
3500' 6" to 8" July 2000
1800' 8" to 8"

Confidential
Company, Inc
501 423 7241

Page 13
2241 Commerce Dr
FAX 501 623 3036

Never
Hot Springs, AR

Contract: Hall High Phase 11 Rehabilitation and Relay/ Relocation

1. Number:
2. Period of Performance: April 22, 2000 In progress
3. Services Provided (Explain, in some detail, the type of services provided by the contractor. Identify any performance history the contractor has providing operation and management of a facility or function within your company. Trench & Backfill 1350 ft. 6-14 ft depth, trench & lay 8,10,16,18" Ductile Iron Pipe, Rehab by Pipebursting method approx. 2450 ' of 10 – 18" : 582 ':of 10 – 16" : 330 ' of 8 – 18" : Service reinstatements relay & relocate, obstruction removal street and non-paved areas, service laterals, pour new manholes, abandon & remove manholes, asphalt street repairs & resurfacing , concrete encasement, rip rap, sod. Televise pipebursting mains, 5036 ft.

4. Total Contract Amount: 1,175,201.00

II. RESPONDENT IDENTIFICATION: Complete the following information on your company. You may be contacted for additional information pertaining to the past or present performance of the contractor identified in section I above. (The following information will assist in the analysis of the data. Information will be kept confidential)

a. Name: Little Rock Wastewater : Jim Boyd
b. Position and Title: Wastewater Superintendent
c. Phone Number: 501-376-2903
d. Address: Little Rock Wastewater Utility
221 East Capitol
Littl e Rock, Ar. 72231
e. Relationship and Time involved with Program/Contract: *In Progress*

I. Company, Inc. 501 623 7241
Page 16 2224 Cantrell Rd. FAX 501 223 3036
November 6, 2000 Hot Springs, AR 71901 Heller

C. Contract: Little Rock Wastewater Utility: Maintenance Contract 2000
1. Number:
2. Period of Performance: January 1,2000 to December 31,2000
3. Services Provided (Explain, in some detail, the type of services provided by the contractor. Identify any performance history the contractor has providing operation and management of a facility or function within your company. Maintain all sewer lines with in Utility's jurisdication, as requested.

4. Total Contract Amount: $257,288.50

II. RESPONDENT IDENTIFICATION: Complete the following information on your company. You may be contacted for additional information pertaining to the past or present performance of the contractor identified in section I above. (The following information will assist in the analysis of the data. Information will be kept confidential)

a. Name: Jim Boyd
b. Position and Title: Wastewater Superintendent
c. Phone Number: 501-376-2903
d. Address: Little Rock Wastewater Utility
221 East Capitol
Little Rock, AR. 72231

e. Relationship and Time involved with Program/Contract: In Progress

Employers Mutual Casualty Company

HOME OFFICE - DES MOINES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we

HELLER CO., INC.

as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas, as Surety, are held and firmly bound unto

CITY OF FAYETTEVILLE, ARKANSAS

as Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID (5% of bid), lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Obligee shall make any award to the Principal for:

SANITARY SEWER MAIN REPLACEMENT & REHABILITATION, ILLINOIS RIVER WATERSHED BASINS 6, 9 12 & 16, UNIT 1

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the Employers Mutual Casualty Company as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated **NOVEMBER 17, 2000**

Edna L. Heller
Witness

HELLER CO., INC.

By [illegible] Pres.
Title

Pamela K. Hays
Witness

EMPLOYERS MUTUAL CASUALTY COMPANY

By Judy Schoggen
Judy Schoggen
Attorney-in-Fact

SEWER REHAB.
A. 5. Page 24

EMC Insurance Companies

No. 410460

P.O. Box 712 • Des Moines, Iowa 50303

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Illinois Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

KNIGHT CASHION, BENSON A. CASHION, MATTHEW KNIGHT CASHION, JR., JUDY SCHOGGEN, WILLIAM R. PLEGGE, WILLIAM H. GRIFFIN, CYNTHIA L. WADLEY, INDIVIDUALLY, LITTLE ROCK, ARKANSAS .....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... ($10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2002 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate Seals to be hereto affixed this 28th day of April, 1999.

Seals

SEAL 1863 1953 SEAL SEAL SEAL

Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Donald L. Coughennower
Assistant Secretary

On this 28th day of April AD 1999 before me, a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Donald L. Coughennower, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Donald L. Coughennower, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires November 1, 2002.

ELIZABETH A. SCAVO
MY COMMISSION EXPIRES
November 1, 2002

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on April 28, 1999 on behalf of Knight Cashion, Benson A. Cashion, Matthew Knight Cashion, Jr., Judy Schoggen, William R. Plegge, William H. Griffin, Cynthia L. Wadley are true and correct and are still in full force and effect.

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 17th day of November, 2000

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 280-2689."

EMC Insurance Companies

P.O. Box 712 • Des Moines, Iowa 50303

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Illinois Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KNIGHT CASHION, BENSON A. CASHION, MATTHEW KNIGHT CASHION, JR., JUDY SCHOGGEN, WILLIAM R. PLEGGE, WILLIAM H. GRIFFIN, CYNTHIA L. WADLEY, INDIVIDUALLY, LITTLE ROCK, ARKANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ($10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company; and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2002 unless sooner revoked.

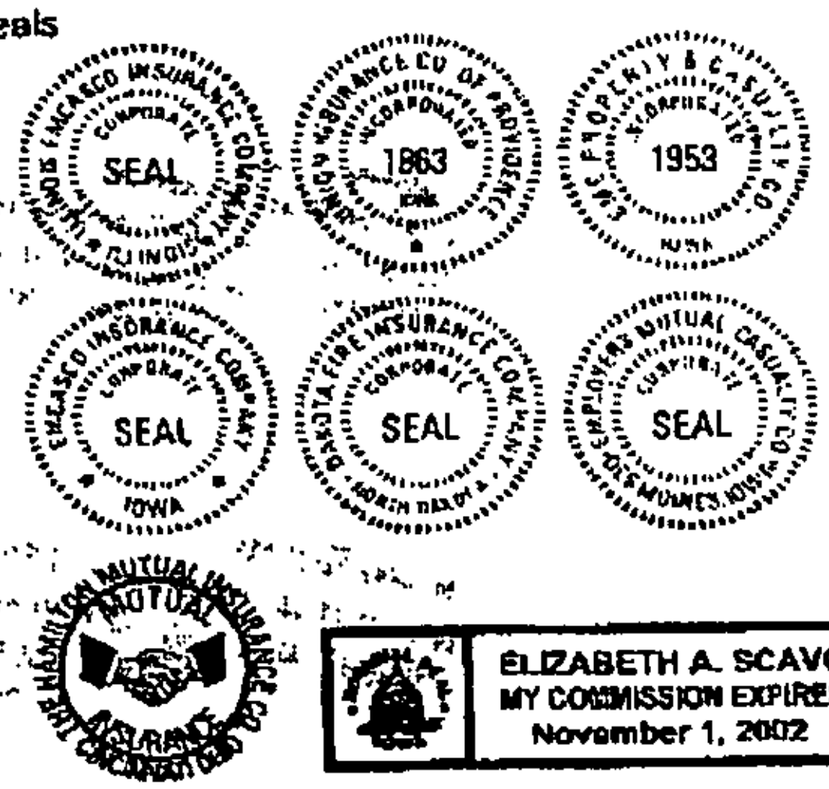
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 28th day of April, 1999

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Donald L. Coughennower
Assistant Secretary

ELIZABETH A. SCAVO
MY COMMISSION EXPIRES
November 1, 2002

On this 28th day of April AD 1999 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Donald L. Coughennower, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Donald L. Coughennower, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires November 1, 2002.

Elizabeth A. Scavo
Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on April 28, 1999 on behalf of Knight Cashion, Benson A. Cashion, Matthew Knight Cashion, Jr., Judy Schoggen, William R. Plegge, William H. Griffin, Cynthia L. Wadley are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of November, 2000

Vice-President

"For verification of the authenticity of the Power of Attorney you may call (515) 280-2689."

RJN Group, Inc.
12160 Abrams Road, Suite 206, Dallas, TX 75243
972/437-4300
Fax: 972/437-2707

RJN GROUP, INC. 25 YEARS 1975-2000

FACSIMILE TRANSMITTAL

To: MARILYN CRAMER

Fax: 501. 575. 8273

From: MARC COTTINGHAME

Date: 12/6/00

Re: FAYETTEVILLE SEWER REHAB UNIT 1 CONTRACT

CC: FILE

Total Pages (including this page): 29

NOTES

PLEASE FIND ATTACHED THE CONTRACT FOR FAYETTEVILLE SEWER REHAB UNIT 1 PROJECT. AND REFERENCES.

PLEASE CALL IF YOU HAVE QUESTIONS

The information contained in this facsimile message is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service.

BONDING COMPANY INFORMATION

The following person, firm, or corporation has agreed to execute the required payment and performance bonds in the event this contract is awarded to the bidder

Name of Surety: Employers Mutual Casualty Company

Mailing Address: P. O. Box 712

City, State, Zip: Des Moines, IA 50303

Telephone Number: 515-280-2111

Is surety authorized to operate in Arkansas? Yes

Is surety aware of size of project? Yes

Does surety have adequate authorization and resources to cover bonds for the amount of this contract? Yes

Rating from U.S. Treasury List $5,271,000.

Project: Sanitary Sewer Replacement & Rehabilitation Illinois Basins 6, 8, 12, and 16

Owner: City of Fayetteville, Arkansas

Stella Co., Inc.
Name of Bidder

RJN GROUP INC.
S RJN GROUP INC.
9724372707 P.03
9724372707 P.02

QUALIFICATION STATEMENT

Submitted to: Fayetteville (Corporation)

By: Heller Company Tech (Co-Partnership) (Individual)

Principal Office: Hot Springs Ark

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers.

1. What is the name of the pipe bursting process to be used for the work included in this Contract?

   I T Tech.

2. In the past three most recent and consecutive years, what is the total length in linear feet of pipe bursting work completed by your firm? (A minimum of 15,000 Linear Feet within the last three consecutive years using the approved manufacturer's system(s), per specification D2-19(1)A.2., is required).

   100,000'

3. In the past three most recent and consecutive years, what is the average annual contract amount of related sanitary sewer construction work, similar in nature to this contract, completed by your firm?

   2.2 million

4. How many years have the Contractor and Subcontractors performed sanitary sewer work, similar in nature to this contract, under its present primary name? (A minimum of five (5) years is required)

   8 yrs - Sewer work Focus

NOTE: If the Bidder intends to use a Sub-Contractor for Pipe Bursting Work included in this Contract, he must complete this form based on the Sub-Contractor's information as submitted on a Statement of Experience form.

5. Have you ever failed to complete any work awarded to you?

No.

If so, where and why? _____

6. In what manner have you inspected this proposed work? Reviewed proposed plans & site visit

7. Explain your plan or layout for performing the proposed work. PIE TV, rpk pipe, pipeburst, lateral sew. post TV

Project: Sanitary Sewer Replacement & Rehabilitation
Illinois Basins 6, 9, 12, and 16

Owner: City of Fayetteville, Arkansas

RJN GROUP INC.

9724372707 P.04

BIDDER: Hiller Co. Inc

BY: Lynn Hiller

ADDRESS: P.O Box 1038 Hot Springs, Ar 71902

PHONE: 501-623-2241

Attest:

Edna L. Hiller
Secretary of Corporation

Bidder's Signature

(Seal) If Bidder is a Corporation

CITY OF FAYETTEVILLE, ARKANSAS

AGREEMENT

SANITARY SEWER MAIN REPLACEMENT AND REHABILITATION ILLINOIS RIVER WATERSHED BASINS 6, 9, 12, AND 16

THIS AGREEMENT, made this _____ day of _____, _____, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all the work and improvements for the doing of all things included within the hereinafter specified Sanitary Sewer Main Replacement and Rehabilitation Illinois River Watershed, for Basins 6-9, 12, and 16.

WHEREAS, the Owner did on the _____ day of _____, 2000 find that the Contractor was the lowest responsive, responsible Bidder for the hereinafter specified work and did award the Contractor a Contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

The Contractor agrees, at his own cost and expense, to do all the work and to furnish all the labor, materials, equipment and other property necessary to do, construct, install and complete all the works and improvements included in Sanitary Sewer Main Replacement and Rehabilitation Illinois River Watershed, for Basins 6, 9, 12, and 16. All in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents and any addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents are defined in the General Conditions.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the attached contract unit prices and/or lump sum prices as full compensation for furnishing all materials and equipment for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them, also for any and all things required by the Contract Documents.

ARTICLE IV - LIQUIDATED DAMAGES OR ACTUAL DAMAGES AND EXCESS ENGINEERING COSTS

The Contractor shall, and agrees to, pay to excess engineering as described in the General Conditions.

The Contractor shall, and agrees to, pay for liquidated damages or actual damages if the Contractor fails to complete the project within the specified time in accordance with the General Conditions.

ARTICLE V - STARTING AND COMPLETION

The Contractor agrees to commence work under this Agreement within ten calendar days of receipt of written Notice to Proceed and to complete all work included in this Contract to the point of substantial completion no later than 150/180, Unit 1/Unit 2 respectively, calendar days from Notice to Proceed. The contractor further agrees to complete all work to the point of final acceptance by the Owner no lat.
er than 180/220, Unit 1/Unit 2 respectively, calendar days from Notice to Proceed.

The Contractor shall, and agrees to, furnish and deliver to the Owner, the Performance Bond, the Contractor's Labor and Material Bond, the Maintenance Bond and the insurance certificates and policies of insurance required of him by provisions of the Contract Documents, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove contained or referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the convenants herein contained.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the Contract unit prices for other items listed.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the day and year first above written.

(SEAL) Heller Co. Inc

(Contractor)

Attest: Edna L. Heller By Lynn Heller

Name Edna L. Heller (please type) Name Lynn Heller (please type)

Title Secretary Title President

(SEAL)
CITY OF FAYETTEVILLE, AR

Attest: _____ By _____

Name _____ (please type) Name _____ (please type)

Title _____ Title _____

CITY OF FAYETTEVILLE, AR

UNIT 1 BID

SANITARY SEWER MAIN
REPLACEMENT AND REHABILITATION
ILLINOIS RIVER WATERSHED
BASINS 6, 9, 12, AND 16

Name of Bidder Heller Company Inc.

Business Address P.O. Box 1438

Hot Springs AR 71901

Date 11-17-00

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, ___, ___, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

I. BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

UNIT 1

OPEN CUT CONSTRUCTION
(Per Section D2-13)

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A1	34 LF	8" PVC Sewer Pipe 0'-6' Deep By Open Cut One Hundred _____ _____ Dollars & No _____ Cents per LF	$ 100.00	$ 3,400.00
A2	26 LF	8" PVC Sewer Pipe 6'-10' Deep By Open Cut One Hundred _____ Eight _____ Dollars & No _____ Cents per LF	$ 108.00	$ 2,808.00
A3	29 LF	6" PE Sliplining, All Depths One Hundred _____ Fifteen _____ Dollars & No _____ Cents per LF	$ 115.00	$3,335.00
A4	3,179 LF	8" HDPE Sewer Pipe, All Depths, by Pipe Bursting _____ Eighty-Nine Dollars & No _____ Cents per LF	$ 89.00	$ 282,931.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A5	40 LF	8" HDPE Sewer Pipe, 6'-10' Deep, By Open Cut One Hundred Ten Dollars & No Cents per LF	$ 110.00	$ 4,400.00
A6	306 LF	12" HDPE Sewer Pipe, All Depths, by Pipe Bursting One Hundred Dollars & No Cents per LF	$ 100.00	$ 30,600.00
A7	100 LF	16" Steel Encasement, All Depths, By Open Cut Two Hundred Dollars & No Cents per LF	$ 200.00	$ 20,000.00
A8	18 EA	Construct 48" Standard Manhole, 0'-6' Deep Two Thousand Four Hundred Dollars & No Cents per EA	$ 2,400.00	$43,200.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A9	18 VF	Construct 48" Standard Manhole, Extra Depth Over 6' Deep Three Hundred _____ _____ Dollars & No _____ Cents per VF	$ 300.00	$ 5,400.00
A10	1 EA	Construct 48" Drop Manhole, 0'-6' Deep Four Thousand Eight Hundred ____ Dollars & No _____ Cents per EA	$ 4,800.00	$ 4,800.00
A11	2 VF	Construct 48" Drop Manhole, Extra Depth Over 6' Deep One Thousand _____ _____ Dollars & No _____ Cents per VF	$1,000.00	$ 2,000.00
A12	1 EA	Abandon Existing Manhole Five Hundred _____ _____ Dollars & No _____ Cents per EA	$ 500.00	$ 500.00
A13	28 EA	4" Service Connection For Pipe Bursting Construction One Thousand Four ____ Hundred ____ Dollars & No _____ Cents per EA	$ 1,400.00	$39,200.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A14	238 LF	4" Service Connection For Pipe Bursting Construction Fifty Dollars & No Cents per LF	$ 50.00	$11,900.00
A15	2 EA	6" Service Connection For Pipe Bursting Construction Two Thousand Dollars & No Cents per EA	$ 2,000.00	$4,000.00
A16	5 LF	6" Service Line Extension For Pipe Bursting Construction Seventy Dollars & No Cents per LF	$ 70.00	$ 350.00
A17	28 EA	Service Cleanout Four Hundred Dollars & No Cents per EA	$ 400.00	$ 11,200.00
A18	19 LF	Curb & Gutter Repair Forty Dollars & No Cents per LF	$ 40.00	$ 760.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A19	154 LF	Asphalt Street Repair		
		Sixty Dollars &		
		No Cents per LF	$ 60.00	$ 9,240.00
A20	7 EA	Clay Dams		
		Four Hundred Dollars &		
		No Cents per EA	$ 400.00	$ 2,800.00
A21	126 LF	Trench Safety		
		One Dollars &		
		No Cents per LF	$ 1.00	$ 126.00
A22	1 LS	Tree Protection		
		Four Thousand Dollars &		
		No Cents per LS	$ 4,000.00	$ 4,000.00
A23	100 LF	Remove Obstructions, All Depths		
		Fifty Dollars &		
		No Cents per LF	$ 50.00	$ 5,000.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
A24	10 EA	Sanitary Sewer Markers One Hundred Twenty Dollars & No Cents per EA	$ 120.00	$1,200.00
A25	1 LS	Surface Video Documentation Four Thousand Dollars & No Cents per LS	$ 4,000.00	$ 4,000.00
A26	200 LF	Sag Removal, All Sizes and Depths Twenty Dollars & No Cents per LF	$ 20.00	$ 4,000.00
A27	50 LF	Heavy Root Cutting in Sewer Pipe Five Dollars & No Cents per LF	$ 5.00	$ 250.00

TOTAL UNIT 1 CONSTRUCTION OF SANITARY SEWERS $501,400.00

Five Hundred One Thousand Four Hundred Dollars

and No Cents (IN WRITING)

It is understood and agreed by the undersigned that the Owner reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the Owner. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

II. BID CONDITIONS

It is expressly understood and agreed that the preceding total Bid is the basis for establishing the amount of the Bid security on this Bid for Sanitary Sewer Main Replacement and Rehabilitation, Illinois River Watershed, Basins 6, 9, 12, and 16 for the City of Fayetteville, AR, and that this total Bid is not to be construed to be a Lump Sum Bid.

It is further understood that quantities in the bidding schedule for unit price items are approximate only, and that payment of a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the General Conditions, Specifications, or other Contract Documents.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the unit prices for other items listed in the Proposal.

The undersigned has carefully checked the above bidding schedule against the Contract Drawings, Specifications, and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications, and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Arkansas Statutory Performance and Payment Bond, and Maintenance Bond required by the Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within ten (10) days after the date of the notice of award of the Contract, the Owner may, at his option, determine that the Bidder has abandoned his Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to fully complete all work covered by this Bid to the point of substantial completion no later than 150 calendar days from Notice to Proceed. The undersigned further agrees to fully complete all work covered by this Bid to the point of final acceptance by the Owner no later than 180 calendar days from Notice to Proceed. If the undersigned fails to complete the work within the contract time, or extension of time granted by the Owner for unavoidable delays, then the undersigned shall pay to the Owner liquidated damages for each calendar day beyond the day stipulated in the Contract Documents.

By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

D. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

E. He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs A through C above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

III. BID SECURITY

Accompanying this Bid is a _____ in the amount of _____ Dollars.
($ _____)

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No.: _____

B. A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

City of Fayetteville
Sanitary Sewer Improvements

C. A Corporation

By Heller Co., Inc.
(Corporation Name)

Arkansas
(State of Incorporation)

By Lynn Heller
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Edna R Willey
(Secretary)

Business address: Po Box 1438 Hot Springs Ar. 71902

Phone No.: 501-623-7341

D. A Joint Venture

By
(Name)

(Address)

By
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 6th day of December, 2000.

STATE OF ARKANSAS
SHIRLEY HORN
NOTARY PUBLIC
GARLAND COUNTY
My Comm Exp

Paragraph 0.4 continued

shall permit examination of accounts, bills, and vouchers relating to the cost-of-work when requested by the Engineer.

5. Partial Waiver of Liens

Partial waiver of liens shall accompany each payment request to cover the full amount of the previous payment request. The Contractor shall procure from each and every Subcontractor and suppliers of material or labor a partial waiver of lien to release the Owner of any claim to a mechanics lien, which they or any of them may have under the mechanics lien laws of the State in which the project is located. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments.

6. Contractor's Warranty of Title

Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

7. Review of Progress Payment Requests

a. Engineer will, within fifteen (15) days after receipt of each payment request, either indicate in writing a recommendation of payment and present the request to Owner, or return the payment request to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the request. Thirty (30) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 0.7.2) become due and when due will be paid by Owner to Contractor. L.M.

Paragraph 0.7.e continued

(2) The Contract Price has been reduced by Written Amendment or Change Order.

(3) Owner has been required to correct defective Work or complete the Work in accordance with paragraph N.6.b.

(4) Engineer's actual knowledge of the occurrence of any of the events enumerated in paragraphs P.2.a.(1) through P.2.a.(9) inclusive.

e. Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

8. Substantial Completion

a. When Contractor considers the entire work ready for its intended use and all final restoration and testing is complete, Contractor shall notify Owner and Engineer in writing the entire Work is Substantially Complete and request that Engineer issue a Statement of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an observation of the Work to determine the status of completion. If Engineer does not consider the work Substantially Complete, Engineer will notify Contractor in writing, giving his reasons therefore. If Engineer considers the work substantially complete, Engineer will prepare and deliver to Owner a tentative Statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. This list shall be called a punch list. Owner shall have fourteen (14) days after receipt of the tentative certificate during which he may make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not Substantially Complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefore. If, after consideration of Owner's objections, Engineer

Statement Of Qualifications

A Partial listing of jobs Heller Co., Inc. has completed in the last three years include.

Owner: City Of Shreveport Contact Rodney Beard 318-226-3953
250' 24" upsize to 30". April 98.
212' 15" upsize to 30"
197' 10" upsize to 15"

Owner City Of Benton Contact Dwayne Hood 501-776-3362
Pipeburst 15,000 ' 7000' upsized 6" to 8" and 8" to 10" August 98

Owner: City Of Hot Springs Contact James Mattingly 501-623-7473
1983' 10" to 17" December 1999
343' 8" Concrete to 8" PVC
352' 6" Concrete to 6" SDR 17
373' 8" Concrete to 8" SDR 17

Owner: City Of Bryant Contact Don Brady 501-624-4691
Contract consisted of 3 sections: Pipebursting, Point repairs & Manhole Rehab.
[illegible]6' 6" to 8" January 1999
1140' 8" to 8"

Owner: City Of Fayetteville Contact David Jurgens 501-575-8386
485' 8" to 10" March 1999

Owner: Department Of Air Force Contact Angela Dunlap 940-676-5186
Sheppard AFB Contracting Squadron October 1999
3800' 8"
2800' 6"

Owner: City Of Little Rock
Wastewater Utility Contact Jim Boyd 501-376-2903
Maintenance Contract running for three years
12,073' 6" Hall High Phase 3 2448' 10" to 18"
1809' 8" 582' 10" to 16"
371' 10" 330' 8" to 18"
457' 12"

Owner: Department Of Air Force Contact James Mc Niel 940-676-5186
3500' 6" to 8" July 2000
1800' 8" to 8"

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character which he has done, and shall give reference to his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of the contract. References shall include the name and telephone number of the project representative to be contacted.

Project Name & Location	Contract Amount	Class of Work	Date Completed	Name & Address of Owner
Little Rock Rehab	1,200,000	pipe burst	Dec 00	Little Rock Wkr.
Benton Rehab	1,100,000	pipe burst rehab	Aug 98	Benton Sewer
Bryant Rehab	540,000	Pipeburst	June 99	Bryant City
Hot Springs Rehab	350,000	Pipeburst	Dec 99	Hot Springs City
Shippard AFB Rehab	468000	Pipeburst	Oct 99	Shippard AFB Wichita Falls TX.

How many years has your organization been in business as a general contractor under your present business name? [illegible]

How many years' experience in this type of construction work has your organization had,

(a) as a general contractor? X [illegible] pipebursting 8 yrs rehab

(b) as a sub-contractor? _____.

STATEMENT OF COMMITMENT

The Bidder shall state below the projects which he is currently under contract, dollar value of contracts, and estimated time of completion.

Project Name & Location	Contract Amount	Class of Work	Estimated Date of Completion	Percent Currently Complete
Little Rock Maint	250 000	Pipebursting	Feb. 01	0%
Little Rock Rehab	1,200,000	pipebursting/grout	Dec 00	97%

Contract: Hall High Phase 11 Rehabilitation and Relay/ Relocation
1. Number:
2. Period of Performance: April 22, 2000 In progress
3. Services Provided (Explain, in some detail, the type of services provided by the contractor. Identify any performance history the contractor has providing operation and management of a facility or function within your company. Trench & Backfill 1350 ft. 6-14 ft depth, trench & lay 8,10,16,18" Ductile Iron Pipe, Rehab by Pipebursting method approx. 2450 ' of 10 – 18" : 582 ':of 10 – 16" : 330 ' of 8 – 18" : Service reinstatements relay & relocate, obstruction removal street and non-paved areas, service laterals, pour new manholes, abandon & remove manholes, asphalt street repairs & resurfacing , concrete encasement, rip rap, sod, Televise pipebursting mains, 5036 ft.

4. Total Contract Amount: 1,175,201.00

II. RESPONDENT IDENTIFICATION: Complete the following information on your company. You may be contacted for additional information pertaining to the past or present performance of the contractor identified in section I above. (The following information will assist in the analysis of the data. Information will be kept confidential)

a. Name: Little Rock Wastewater ; Jim Boyd
b. Position and Title: Wastewater Superintendent
c. Phone Number: 501-376-2903
d. Address: Little Rock Wastewater Utility
221 East Capitol
Littl e Rock, Ar. 72231
e. Relationship and Time involved with Program/Contract: *In Progress*

Confidential.
Company, Inc
501 623 7241

Page 16
FAX 501 623 3036

Mr
Heller

C. Contract: Little Rock Wastewater Utility; Maintenance Contract 2000
1. Number:
2. Period of Performance: January 1,2000 to December 31,2000
3. Services Provided (Explain, in some detail, the type of services provided by the contractor. Identify any performance history the contractor has providing operation and management of a facility or function within your company. Maintain all sewer lines with in Utility's jurisdication, as requested.

4. Total Contract Amount: $257,288.50

II. RESPONDENT IDENTIFICATION: Complete the following information on your company. You may be contacted for additional information pertaining to the past or present performance of the contractor identified in section I above. (The following information will assist in the analysis of the data. Information will be kept confidential)

a. Name: Jim Boyd
b. Position and Title: Wastewater Superintendent
c. Phone Number: 501-376-2903
d. Address: Little Rock Wastewater Utility
221 East Capitol
Little Rock, AR. 72231

e. Relationship and Time involved with Program/Contract: In Progress

SEWER REHAB.
A. 5. Page 52

Mutual Casualty Company

HOME OFFICE - DES MOINES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we

HELLER CO., INC.

as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas, as Surety, are held and firmly bound unto

CITY OF FAYETTEVILLE, ARKANSAS

as Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID (5% of bid), lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Obligee shall make any award to the Principal for:

SANITARY SEWER MAIN REPLACEMENT & REHABILITATION, ILLINOIS RIVER WATERSHED BASINS 6, 9 12 & 16, UNIT 1

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the Employers Mutual Casualty Company as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated **NOVEMBER 17, 2000**

Edna S. Heller
Witness

HELLER CO., INC.

By [signature] Heller Pres.
Title

Pamela K. Hays
Witness

EMPLOYERS MUTUAL CASUALTY COMPANY

By: Judy Schoggen
Judy Schoggen
Attorney-in-Fact

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • BACK OF THIS DOCUMENT HAS A SIMULATED WATERMARK

EMC Insurance Companies

P.O. Box 712 • Des Moines, Iowa 50303

No.410460

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Illinois Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KNIGHT CASHION, BENSON A. CASHION, MATTHEW KNIGHT CASHION, JR., JUDY SCHOGGEN, WILLIAM R. PLEGGE, WILLIAM H. GRIFFIN, CYNTHIA L. WADLEY, INDIVIDUALLY, LITTLE ROCK, ARKANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ($10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2002 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 28th day of April, 1999.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL ILLINOIS

UNION INSURANCE CO. OF PROVIDENCE INCORPORATED 1863

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

THE HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE CINCINNATI OHIO

Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Donald L. Coughennower
Assistant Secretary

On this 28th day of April AD 1999 before me, a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Donald L. Coughennower, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Donald L. Coughennower, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires November 1, 2002.

ELIZABETH A. SCAVO
MY COMMISSION EXPIRES
November 1, 2002

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on April 28, 1999 on behalf of Knight Cashion, Benson A. Cashion, Matthew Knight Cashion, Jr., Judy Schoggen, William R. Plegge, William H. Griffin, Cynthia L. Wadley are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of November, 2000

Vice-President

Form 7632 (1/00) "For verification of the authenticity of the Power of Attorney you may call (515) 280-2689."

SUBCONTRACTORS

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and

2. The following list includes all subcontractors who will perform work representing approximately five percent or more of the Total Bid.

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

Category	Name of Subcontractor	Address

AGENDA REQUEST FORM

Council Meeting of December 19, 2000

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

ACTION REQUIRED Approval of Amendment No.6 to the OMI Contract for operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00, inclusive of a management fee of $91,128 and the Phase III of the SCADA upgrade cost of $110,000.00.

COST TO CITY

110,000.00 $ 3,605,601.00 Cost of this Request	150,000.00 $ 3,605,901.00 Category/Project Budget	Water/Sewer Imp'ts Wastewater Treatment Category/Project Name
5400 5100 5328 00 (OPERATIONS) 5400 5700 5315 00 (SCADA) Account Number	-0- Funds Used to Date	Program Name
99031-1 (SCADA) Project Number	150,000.00 $ 3,605,901.00 Funds Remaining	Water and Sewer Fund Category

BUDGET/CONTRACT REVIEW XX Budgeted Item ____ Budget Adj. Attached

Budget Coordinator	Date	Admin Services Director	Date
Marilyn J Cramer Accounting Manager	11-28-00 Date	ADA Coordinator	Date
City Attorney	11-28-00 Date	Nancy Smith Internal Auditor	11/28/00 Date
P Vice Purchasing Officer	11-28-00 Date		

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve Amendment No. 6 to the OMI Contract for operation of the Wastewater Treatment Plant for 2001, at a cost of $3,715,901.00, inclusive of a management fee of $91,128.00 and the SCADA upgrade cost of $110,000.00.

Ass't Public Works Director	11/27/00 Date	Cross Reference
Department Director	11-28-00 Date	New Item: Yes **No**
Admin Services Director	11/28/00 Date	Prev Ord/Res # 94-94
Mayor	11/28/00 Date	Orig. Contract # _____
		Orig. Contract Date 8-16-94

COMMENT SHEET

Project: Amendment No. 6, OMI Operations and Management Agreement
Engineer/Contractor: Operations Management International (OMI)
Notes to Reviewers: None

CITY of FAYETTEVILLE

DEPARTMENTAL CORRESPONDENCE **DATE: November 27, 2000**

To: Fayetteville City Council

From: Don Bunn, Ass't Public Works Director
Thru: Charles Venable, Public Works Director
Fred Hanna, Mayor

Subject: Amendment No. 6, OMI Contract
Wastewater Treatment Plant Services

Attached for your review and approval is a proposed Amendment No. 6 to the existing OMI contract for operations and management services at the Noland Wastewater Treatment Plant. The amendment covers the estimated cost of providing operation and management of the wastewater treatment plant (including sewage pump stations and SCADA maintenance) and Phase III of the upgrade to our SCADA system.

Attached is a copy of the proposed Amendment No. 6. The purpose of the amendment is to set the estimated cost of services and the fixed fee for 2000. The cost for this year breaks down as follows:

Item	Budgeted Amount	Requested Amount
Operations/Management Estimated Cost		$ 3,514,773.00
Fixed Fee		91,128.00
Total, Operations and Management	$ 3,605,901.00	3,605,901.00
SCADA Upgrade	150,000.00	110,000.00
TOTALS	**$ 3,755,901.00**	**$ 3,715,901.00**

The increase in the operations and management estimated cost from 2000 to 2001 is 2.56 percent. Some of the factors involved in the cost of operations for 2001 are:

1. Projected demand in power costs is due to the expectation that part time use of the second aeration basin will be limited in 2001.

2. Increased maintenance on the UV Disinfection system as the warranty period expires.

3. Competition for skilled professional labor in the Northwest Arkansas area.

4. Continued replacement and upgrade of our SCADA System.

The SCADA upgrade is a continuation of the program started in 1999. The $110,000.00 given in the Amendment for that purpose will come from the capital portion of the 2001 Water and Sewer Budget.

It is the recommendation of the Staff that the Council approve the proposed Amendment No. 6.

AMENDMENT NO. 6
TO THE
AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES FOR THE CITY OF FAYETTEVILLE, ARKANSAS WASTEWATER TREATMENT PLANT

THIS AMENDMENT, entered into this _____ day of _____, 2000, by and between the City of Fayetteville, Arkansas (hereinafter "Owner"), whose address for any formal notice is 113 W. Mountain St, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at 6060 S. Willow Drive, Suite 200, Greenwood Village, Colorado 80111-5142 is made and entered into for purposes of amending certain provisions of the "Agreement for Operations, Maintenance, and Management Services for the City of Fayetteville's Wastewater Treatment Plant," dated August 16, 1994 (the "Agreement") to prevent the facilities covered by the Agreement from being deemed to be used in the trade or business of OMI pursuant to Section 141 (b) of the Internal Revenue Code of 1986, as amended.

This is Amendment No. 6 to the Agreement dated the 16th day of August, 1994, between Owner and OMI.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following Article 4.1:

   4.1 For services rendered during the seventh year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Ninety One Thousand One Hundred and Twenty Eight Dollars ($91,128). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments. The management fee for subsequent years will be determined proportional to the increase in estimated cost.

2. Article 4.3 is hereby deleted in its entirety and replaced with the following Article 4.3:

   4.3 OMI estimates that cost for services for calendar year 2001 shall be Three Million Seven Hundred Fifteen Thousand, Nine Hundred and One Dollars ($3,715,901) annually. Details of said cost are shown in Appendix J. The base fee shall be negotiated each year in September, beginning in 2001 for calendar year 2002. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars ($20,000), in any year of this agreement, specific approval will be obtained from the owner.

3. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J.

4. Appendix K is hereby deleted in its entirety and replaced with the attached Appendix K.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment to the Agreement by their signatures below as of the date shown above.

Authorized Signature:

FOR Bernard A. Miller
Title: Chief Operating Officer

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Date: _____

Authorized Signature:

_____

Fred Hanna, Jr.
Title: Mayor

CITY OF FAYETTEVILLE

Date: _____

Appendix J

COST DETAIL

The proposed annual estimated costs for 2001 were calculated as follows:

	Projected 2000	Budgeted 2000	Proposed 2001
Direct labor and benefits	$1,385,000	$1,381,183	$1,434,176
Labor overhead @ 35%	$ 484,750	$ 483,414	$ 501,962
Electricity	$ 670,000	$ 715,000	$ 700,000
Electric overhead @ 5%	$ 33,500	$ 37,750	$ 35,000
All other direct costs	$ 775,000	$ 737,909	$ 766,941
Other direct costs overhead 10%	$ 77,500	$ 73,791	$ 76,694
Sub-Total	$3,425,750	$3,427,047	$3,514,773
Fixed Fee	$ 88,854	$ 88,854	$ 91,128
Total Operating Budget	$3,514,604	$3,515,901	$3,605,901
SCADA Upgrade - Phase 1	$ 156,546 (Phase II)	$ 200,000 (Phase III)	$ 110,000
Total 2000 Budget	$3,671,150	$3,715,901	$3,715,901

The following are some of the major reasons for cost circumstances:

1. Projected decrease in electrical usage and demand due to the expectation that part-time utilization of the second aeration basin will be limited.

2. Continued increase in the cost of providing skilled professional labor in Northwest Arkansas' highly competitive job market.

3. Expense associated with maintenance of UV disinfection system after warranty period expires.

Appendix K

SCADA UPGRADE - PHASE 3 - SCOPE OF WORK

The following SCADA upgrade tasks will be performed by OMI during the calendar year 2001.

1. Installation of SCADA monitoring equipment (purchased and constructed in 2000) at 15 remote valve sites in the water distribution system, specific sites to be determined by the City, to be compatible with the OMI-developed SCADA system. Note that this item specifically excludes responsibility for providing the actual sensing or control devices, any road boring or road cutting required for access, installation of electrical service, or purchase/installation of mechanical equipment at these locations.

2. Upgrade of all original (1991 model) Motorola radios at previously existing SCADA installations, to radios completely compatible with new system. (Parts are no longer available for the old Motorola units)

3. Purchase and installation of a second repeater, antenna, and transmission line at the Mt. Robinson tower site, to enable true redundancy for the repeater system at this location. (This step will be taken with the assumption that the City will continue to maintain the Mt. Robinson tower site as the repeater location for the entire SCADA installation, even after any general radio system upgrades that may occur)

STAFF REVIEW FORM

x __ AGENDA REQUEST
__ CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council meeting of December 19, 2000

FROM:

Connie Edmonston	Parks & Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of lease agreement with the Fayetteville Youth Center, Inc. and an amendment to City Ordinance establishing the Parks and Recreation Advisory Board to include all Parks and Recreation Advisory Board members will be appointed by City Council.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

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

STAFF RECOMMENDATION: Approval of lease agreement and amendment to ordinance.

Connie Edmonston 12-1-00
Division Head Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: __

Orig Contract Date:_

Orig Contract Number: ____

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 19, 2000

FROM:

Ron Petrie	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of a cost share and bid waiver in the amount of $82,350.00 with the Developer s of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Drive and along the west side of Garland Avenue.

COST TO CITY:

$ 82,350.00	$ 540,000.00	Water/Sewer Improv.
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5808-00	$ 28,254.00	Garland Ave. W/S Reloc.
Account Number	Funds Used To Date	Program Name
00018-0020	$ 511,746.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Marilyn J Cramer	12-6-00	Nancy Smith	12/7/00
Accounting Manager	Date	Internal Auditor	Date
	12-7-00		
City Attorney	Date	ADA Coordinator	Date
P Vice	12-7-00		
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of a cost share and bid waiver in the amount of $82,350.00 for the above described construction.

Jim Beavers	12/01/00	
Division Head	Date	Cross Reference
	12-7-00	New Item: Yes x No __
Department Director	Date	
	12/7/00	Prev Ord/Res #: _____
Administrative Services Director	Date	
	12/7/00	Orig Contract Date: _____
City Manager	Date	Orig Contract Number: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mr. Fred Hanna, Mayor

Thru: Charles Venable, PW Director C. Venable
Jim Beavers, City Engineer Jim Beavers

From: Ron Petrie, Staff Engineer

Date: December 4, 2000

Re: Proposed Cost-Share in the amount of $82,350.00 with Hopkins, Inc. the developers of the Hopkins Retail Center for the installation of a 12" waterline across Wedington Drive and along the west side of Garland Avenue.

The Hopkins Retail Center Large Scale Development was approved at the November 9, 1998 Planning Commission Meeting to be located at the southwest corner of the Wedington Drive/Garland Avenue intersection. The original design for this project included extending an eight inch (8") waterline from Hall Avenue to this site which was approved by the Engineering Division. Recently, the City hired the Engineering Firm of Hawkins-Weir to design plans to relocate the water and sewer along Garland Avenue which is scheduled to be widened by the Arkansas Highway & Transportation Department in the year 2001. The design by Hawkins-Weir included extending a 12" waterline along the west side of Garland Avenue and across Wedington Drive to connect to an existing 12" waterline on the north side of the road. It is the Engineering Division's recommendation that the City Cost-Share with this developer to eliminate the duplicated effort and have a portion of the 12" waterline installed at this time. The developer would be responsible in paying for the cost of the waterline that was originally proposed and approved by the Engineering Division.

Therefore, upon the recommendation of the Engineering Division, the City is requested to cost-share with Hopkins, Incorporated to install a 12" waterline across Wedington Drive and along the west side of Garland Avenue. The actual construction bids have been submitted for this construction as follows:

City	$ 74,867.50
Developer	$ 33,199.50
Total	$108,067.00

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

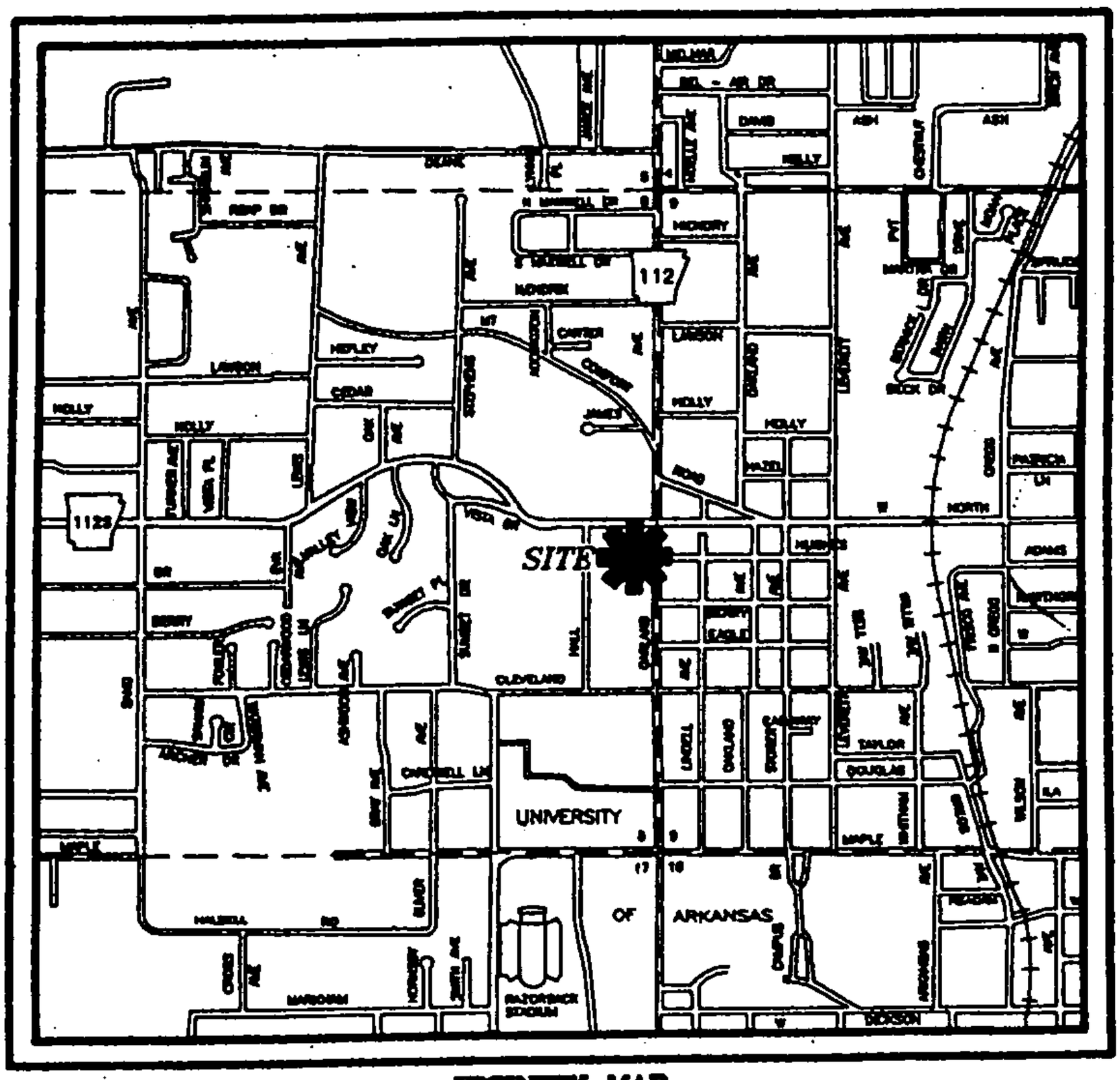
A ten percent (10%) contingency was added to the City's portion for a total request of $82,350.00 for this construction.

Based upon the information provided by the Budget & Research Division, there is a remaining balance of $511,746.00 in the Garland Avenue Water & Sewer Relocation Account.

The final costs to the City will be based upon actual costs as documented by the developer's engineer subject to review by the City and may, or may not exceed the Developer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

Vicinity Map
Construction Drawing
Cost-Share Agreement
Contractor Bid Prices
Drawing/Bid for Original Waterline Extension
Purchase Requisition
Vendor Request Form



VICINITY MAP

NOT TO SCALE

AGREEMENT

This shall serve as a formal agreement between Hopkins, Incorporated and the City of Fayetteville in order for the City of Fayetteville to participate in a cost share to install a 12" waterline across Wedington Drive along the west side of Garland Avenue with Mike Hopkins of Hopkins, Incorporated.

The City agrees to pay for a portion of the waterline extension up to a maximum City cost of $82,350.00 as was bid by Fayette Tree & Trench, Incorporated with a ten percent (10%) contingency.

It is understood that the contract for construction is between Hopkins, Inc. and his Contractor and that the City has no contractual obligation with the Contractor. The City's only obligation shall be to participate in a cost share not-to-exceed amount of $82,350.00 maximum cost to the City.

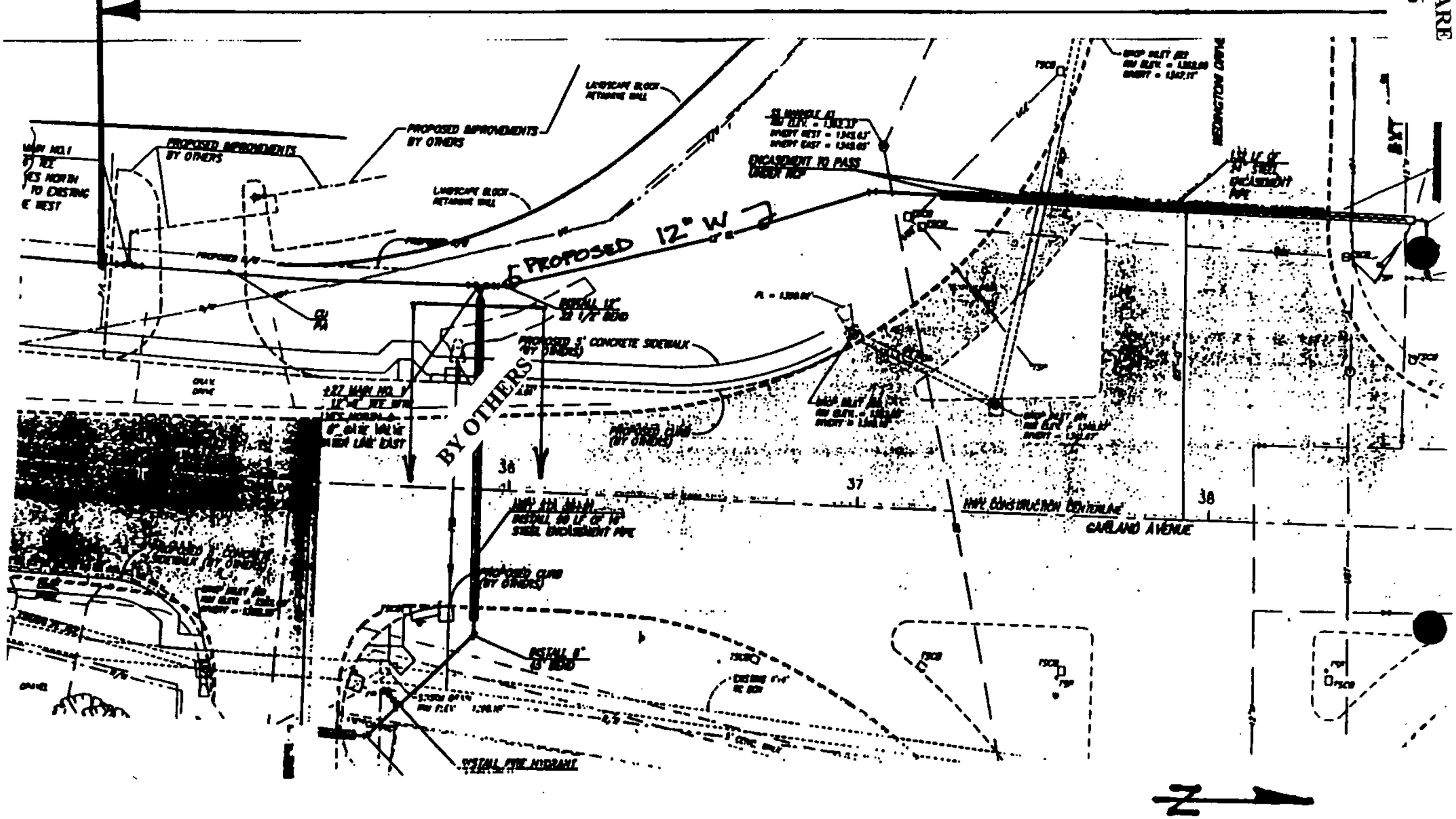
It is further understood that upon acceptance of the water line system, Hopkins, Inc. will provide, to the City, a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor. Within thirty (30) days after receipt of the invoice(s) and lien waiver, the City shall make all efforts to remit the agreed upon cost share amount to Hopkins, Incorporated.

If the cost-share is approved by the Mayor and City Council, the city agrees to pay the actual and verified construction (only) cost up to a maximum cost of $82,350.00. If the actual construction costs exceed the maximum, the cost share shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate.

If you agree with these provisions please sign this agreement in the space provided and return to the City.

Approved City of Fayetteville	Hopkins, Inc. Representative
Date	12/1/00 Date

PROPOSED 430 L.F 12" WATERLINE



PROPOSED 12" WATERLINE EXTENSION

Fayette Tree & Trench, Inc.
P. O. Box 471
Fayetteville, AR 72702-0471

BID PROPOSAL

DATE
12/4/'00

RECEIVED
DEC 0 5 2000
Handel. Engr.

NAME / ADDRESS
CITY OF FAY. 113 WEST MOUNTAIN FAYETTEVILLE, AR 72701 DEPT. ENGINEERS ATTENTION: RON PETRIE

STATE OF ARKANSAS CONTRACTORS LICENSE # 0000610801

DESCRIPTION	QTY	RATE	TOTAL
132 L. F. OF BORE ON WEDINGTON & GARLAND			
132 L. F. BORE			
1 BORE PITT			
TRAFFIC CONTROL			
RESTORING LAWN & CONCRETE AT BANK			
TOTAL COST		55,430.00	55430.00
1 EACH 12" TO 12" TAPPING SADDLE IN BOX		3,500.00	3,500.00
2 EACH 12" 90 DEGREE BEN 440.00 EACH		880.00	880.00
2 EACH 221/2 DEGREE 400.00 EACH		800.00	800.00
4 EACH 45 DEGREE BEN AT 400.00 EACH		1,600.00	1,600.00
1 12" TO 8 " TEE EACH 455.00		455.00	455.00
1 EACH 1" GATE VALVE 820.00 EACH		820.00	820.00
1 EACH 8 " CAP 225.00 EACH		225.00	225.00
3 EACH 12" BUTTERFLY VALVE 3500.00 EACH		10,500.00	10500.00
1 EACH 12" TO 6" TEE 398.00		398.00	398.00
1 EACH 6" GATE VALVE IN BOX 720.00 EACH		720.00	720.00
1 FIRE HYD. 2200.00 EACH		2,200.00	2,200.00
18 L.F. D.I. PIPE AND ASS. 24.20 L.F		435.60	435.60
1 EACH 2" METER BOX SETTING		2,400.00	2,400.00
EACH12" TO 2" TAPPING SADDLE & TAP 250.00 EACH		250.00	250.00
EACH 2" VALVE-BOX- CONECTOR 300.00 EACH		300.00	300.00
2" SDR 9 PIPE & TAPE & WIRE & CONECTORS		250.00	250.00

TOTAL

COST SHARE
C. 3 Page 8

Fayette Tree & Trench, Inc.
P. O. Box 471
Fayetteville, AR 72702-0471

BID PROPOSAL

DATE
12/4/'00

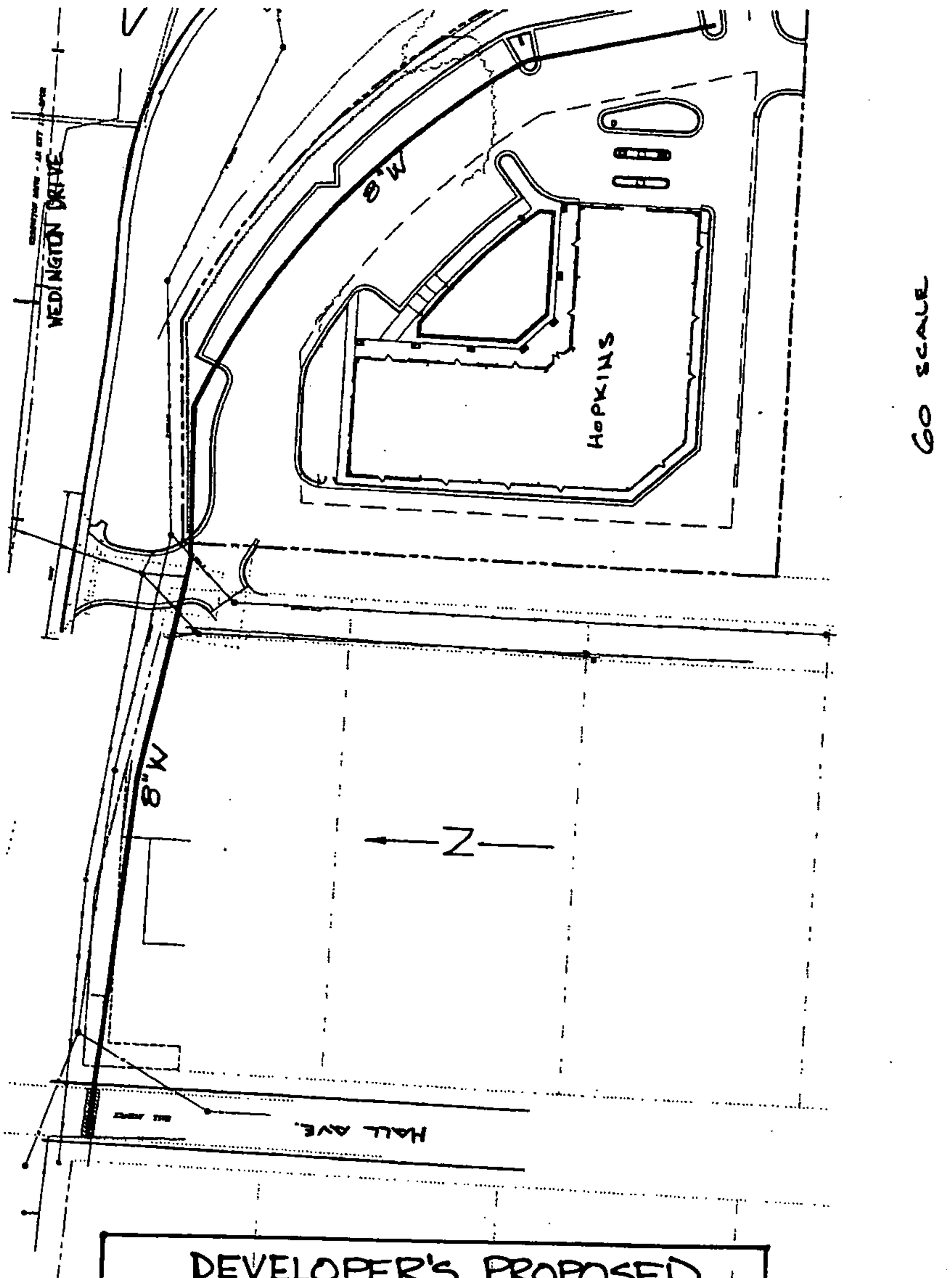
RECEIVED
DEC 0 5 2000
Harold del. Engr.

NAME / ADDRESS
CITY OF FAY. 113 WEST MOUNTAIN FAYETTEVILLE, AR 72701 DEPT. ENGINEERS ATTENTION: RON PETRIE

DESCRIPTION	QTY	RATE	TOTAL
1 EACH 12" CAP 254.00 EACH		254.00	254.00
430 L.F. OF 12" CLASS 200 CLASS 900 PVC PIPE, WIRE & TAPE & PIPE PLACE 55.00 L.F.		23,650.00	23650.00
BONDING- MATENANCE BONDING - OTHER BONDING & PERMITTS		3,000.00	3,000.00

TOTAL $108,067.60

GARLAND AVENUE



DEVELOPER'S PROPOSED
8" WATERLINE EXTENSION

COSTS FOR DEVELOPER'S PROPOSAL

LAWSON CONSTRUCTION
PROPOSAL SHEET

Water Line * Hopkins Retail Center * Fayetteville

Item	Description	Quantity	Unit Price	Total Price
1.	Trenching, backfill & compacting	646 +/-	25.00	16,150.00
2.	Cut & repair paving			2,500.00
3.	Fire Hydrants complete	2	2,000.00	4,000.00
4.	6" tap & valve	1		2,000.00
5.	Fittings	7	300.00	2,100.00
6.	Safety Equipment			750.00
7.	Haul Away			1,000.00
8.	Bond			662.00
	TOTAL PROJECT COST			$29,162.00

*Price does not include 8" PVC pipe. Price of pipe locked in at $6.25 per foot plus tax until 3/15/00. Price does not include any rock that cannot be dug with a backhoe. If unable to dig with backhoe, price will be on a time and materials basis. Compaction test to be paid by others.

Thank you for the opportunity to respond to your project.

Darrell L. Lawson

Darrell L. Lawson dba
LAWSON CONSTRUCTION

TOTAL PROJECT COST - - - $29,162.00
8" PVC PIPE COSTS (6.25)(646) - - $ 4,037.50
$33,199.50

COST SHARE
C. 3 Page 11

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	
Date:	12-01-00
P.O. Number:	
Expected Delivery Date:	ASAP

Vend	new	Vendor Name:	Hopkins, Inc. Attn: Mike Hopkins
Mail:	Yes ___ No X		
Addr	PO Box 1704	FOB Point:	
Taxable:	Yes ___ No		
City:	Fayetteville	State: AR	Zip: 72702
Ship To Code:	090	Division Head Approval:	
Requester:	Ron Petrie	*Requester's Employee#:	1461
Extension:	418		

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Cost-Share for the extension of a 12" Water line across Wedington Dr. and along the West side of Garland Avenue				82,350	4470-9470-5808.00	00018-20		
	SHIPPING/HANDLING								

Special Instructions: Please return PO to Engineering

Subtotal:

Tax:

TOTAL: $82,350.00

Approvals: (for purchasing office use only)

Mayor: ___

Department Director: ___

Purchasing Manager: ___

Admin. Ser[illegible] Director: ___

Budget Coordinator: ___

Data Processing Mgr: ___

REQUEST FOR VENDOR FILE MAINTENANCE

CHECK ALL AVAILABLE RESOURCES PRIOR TO SUBMISSION OF THIS REQUEST:
VENDOR LIST OR ACCESS THE SYSTEM

DATE OF REQUEST: 12-01-00 REQUESTED BY: Mary Alice Berry

DEPT/DIVISION: PW/Engr. EFFECTIVE DATE: ASAP

TELEPHONE EXTENSION: 206

TYPE OF SERVICE REQUESTED:

NEW VENDOR: X VENDOR CHANGE: ____ VENDOR RE-ENTRY: ____

VENDOR # ____ VENDOR # ____

VENDOR NAME: Hopkins, Inc.

STREET OR P.O. BOX: PO Box 1704

CITY: Fayetteville

STATE: AR ZIP CODE: 72702

ATTN: Mike Hopkins PHONE: ____

REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE:

FEDERAL ID NUMBER: ____
OR
SOCIAL SECURITY NUMBER: 431-88-0252

TYPE OF ORGANIZATION

CORPORATION (100): X
PARTNERSHIP (200): ____
INDIVIDUAL (300): ____
EMPLOYEE (400): ____
PENSION RECIPIENT (500): ____

PURCHASING OFFICE USE ONLY

NEW VENDOR: ____ ENTERED BY: ____

VENDOR CHANGES: ____ DATE: ____

VENDOR RE-ENTRY: ____ G L FILE: ____

INVENTORY FILE: ____

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

FOR: COUNCIL MEETING OF December 19, 2000 **MAYOR'S APPROVAL**_____

FROM:

Jerry E. Rose	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED:

Approval of an extension on the Cable T.V. contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

COST TO CITY:

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

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	30 NOV '00 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

CROSS REFERENCE

New Item: Yes No

Previous Ordinance/Resolution No.: _____

Original Contract Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TCA CABLE PARTNERS TO TEMPORARILY OPERATE THE CABLE COMMUNICATIONS SYSTEM.

WHEREAS, the City of Fayetteville, Arkansas ("City") passed and adopted an Ordinance (hereinafter referred to as the "Franchise") granting a non-exclusive franchise; and

WHEREAS, the Franchise is currently held by TCA Cable Partners ("TCA"); and

WHEREAS, pursuant to Section 47 U.S.C. § 546(a) TCA provided notification to the City of TCA's intent to seek renewal of the Franchise under 4 U.S.C. § 546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. § 546 (a) the City properly commenced franchise renewal proceedings; and

WHEREAS, the City and TCA have agreed, pursuant to 47 U.S.C. § 546(h), to conduct franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the City and TCA are interested in continuing informal discussions and negotiations regarding franchise renewal; and

WHEREAS, both the City and TCA desire to expressly reserve all of their respective rights under state and federal law.

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

Section 1. The City hereby authorizes TCA to operate the cable television system in the City of Fayetteville, in full compliance with all of the terms and conditions of the Franchise, for a period commencing on January 1, 2001 and continuing through either the date of which TCA's Franchise is either renewed or until February 28, 2001 whichever shall first occur.

Section 2. This Resolution shall become effective upon the occurrence of both of the following conditions:

1) The resolution being passed and adopted by the City Council of the City of Fayetteville, and

2) TCA's acceptance of this resolution and the Franchise for the term specified in paragraph (1) above, provided TCA accepts and agrees

to each and every term of this resolution and the Franchise within fourteen (14) days from the date of this resolution is passed and adopted.

PASSED AND APPROVED this ___ day of _____, 2000.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

ACCEPTANCE

TCA Cable Partners, hereby acknowledges the City of Fayetteville, Arkansas' Resolution No. _____ ("Resolution") and Ordinance No. _____, attached hereto and referenced in the Resolution ("Franchise") and hereby accepts each and every term, provision and recital of the Resolution and agrees to be bound by the terms and provisions of the Franchise in accordance with the Resolution.

Dated: _____, 2000

TCA CABLE PARTNERS

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000.

_____
Notary Public

My Commission Expires:

_____

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF October 17, 2000

FROM:

Marvin Hilton	Cable Administration	Administration
Name	Division	Department

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

COST TO THE CITY:

$ $69,000.00	$ ~~69,000~~ 63,000	Public Access Contract
Cost of this request	Category/Project Budget	Category/Project Name
1010-0600-5713-00	$0.00	Cable Administration Division
Account Number	Funds used to date	Program Name
	~~$69,000.00~~ 63,000	General
ct Number	Remaining Balance	Fund

BUDGET REVIEW:

___ Budgeted Item ___ Budget Adjustment Attached

SEE MEMO ATTACHED

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: — GRANTING AGENCY: ___

Marilyn J. Cramer 9-29-00 — Nancy Smith 10/3/00

Accounting Manager — Date — Internal Auditor — Date

City Attorney — Date — ADA Coordinator — Date

P Vice 10-2-00

Purchasing Officer — Date

STAFF RECOMMENDATION:

Marvin Hilton 9-29-00

Division Head — Date

Department Director — Date

10/3/00

ministrative Services Director — Date

10/3/00

Mayor — Date

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR MH 9-29-00

SUBJECT: COMMUNITY ACCESS TELEVISION CONTRACT

DATE: September 28, 2000

The Telecommunications Board, at their September 27, 2000 meeting, voted 5-1 to recommend to the City Council that the contract with Community Access Television for public access services be renewed for 2001. The present contract, for the year 2000, is the third of five automatic renewals . The contract for 2001will be the fourth year with automatic renewal for one additional automatic renewal for 2002. A new request for proposal will need to be issued for the renewing the 2003 C.A.T. contract.

The recommended contract budget includes an amount of $69,000 annually for community access television for 2001. This is $6,000 more than the 2000 budget.

See the attached excerpt from the minutes of the Telecommunications Board meeting of September 27, 2000 and the attached contract for public access television.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Fred Hanna, Mayor
John Maguire, Administrative Services Director

FROM: Stephen Davis, Budget Manager

DATE: October 2, 2000

SUBJECT: **Community Access Television Contract Funding - 2001 Budget**

Budget & Research Division recommends City Council postpone determining the final funding level for the Community Access Television (CAT) contract for 2001 until all funding recommendations for all City functions can be presented. The contract before City Council for CAT calls for funding of $69,000 for 2001. Currently, the City staff prepared 2001 budget work papers contain $63,000 for the contract for 2001. If the CAT contract is approved at the $69,000 level, staff will have to reduce funding for other planned services. The CAT contract is budgeted in the Cable Administration Division. Additional information concerning the Cable Administration Division 2001 budget is on page two.

As background information, the City of Fayetteville's 2001 budget process began on July 27 with a budget preparation training session for City staff. The budget submissions are currently in staff review. The City's annual budget must be submitted to City Council on or prior to December 1. Traditionally, the proposed budget has been submitted to City Council the last Tuesday in November. Budget hearings are scheduled as needed until City Council approves the budget during the last City Council meeting in December.

Each Division is given a target budget that is intended to provide funding for ongoing operations. If a Division cannot fund all of its operational expenditures within the target budget, the Division Head completes a target overrun form. The target overrun form lists the Department requesting the additional funding, the fund and program where the request will be budgeted, who prepared the request, the account number the expenditure should be budgeted in, the cost of the expenditure, the Division's priority, a description of the request, and a justification of the request.

The City's budget is driven by revenues available to fund operations. Projected revenues are used as the basis for establishing each target budget for ongoing operations. Based on current revenue trends, the target budget set for each division for 2001 is the same as the 2000 Annual Budget except for City Council authorized changes made subsequent to the adoption of the annual budget. As no increases were given from the prior year's budget, essentially all City Divisions have had to complete

target overrun forms listing expenditure items necessary for ongoing operations. For example, the following table shows the adopted 2000 Budget, the 2001 target budget, and the target overrun listing for the Cable Administration Division.

2000 Adopted Budget	$217,890
2001 Target Budget	$217,900
Target overrun for batteries, tapes, and office supplies.	$4,131
Target overrun for equipment maintenance.	$4,180
Target overrun for NATOA Conference, Alliance of Community Media, etc.	$4,480

The example above shows that Cable Administration Division needs an additional $12,791 in funding for 2001 to have the same resources as they have in 2000. If City Council approves the CAT contract at $69,000 Cable Administration Division will need $18,791 more funding than currently programmed for their operations in 2001.

The City's budget is impacted by several significant uncontrollable cost increases for 2001. For example, fuel cost for City vehicles has become unpredictable and the cost has escalated tremendously over prior years, utility costs are projected to increase, and the City's group health insurance premiums have increased. The one area that has presented the most confusion in past budget years has been funding for services provided by not for profit agencies and funding for services provided by other governmental entities. This year, most of the not for profit agencies and other governmental entities that perform services for the City have requested additional funding for 2001.

Below is a table that outlines the City's funding for not for profit agencies and governmental entities since 1997 until present, including requests for funds in 2001:

Name of Agencies	1997 Funding	1998 Funding	1999 Funding	2000 Funding
Central EMS	$144,380	$143,545	$143,545	$143,545
Ozark Transit	39,690	42,780	19,468	39,468
First Night	550	9,748	15,000	12,000
Cable Access Television	52,000	63,000	63,000	63,000
Arkansas Athletic Outreach	5,000	10,000	15,000	10,000
Fayetteville Boys & Girls Club	108,824	123,634	205,036	210,799
Downtown Dickson	15,000	15,000	15,000	25,000
Council on Aging	30,000	31,000	31,000	35,000

Other Governmental Agencies				
Fayetteville Public Library	389,513	476,200	558,322	594,300
Razorback Transit	20,000	20,000	0	20,000
NW AR Regional Planning	35,910	28,244	28,244	28,244

The funding requested for 2001 is as follows.

Not For Profit Agencies	2001 Funding Requested	2001 Target Budget	2001 Funding Difference
Central EMS	$143,545	$143,545	$0
Ozark Transit:			
Operations	41,406	35,000	(6,406)
Capital	25,217	0	(25,217)
First Night	15,000	0	(15,000)
Cable Access Television	69,000	63,000	(6,000)
Arkansas Athletic Outreach	10,000	10,000	0
Fayetteville Boys & Girls Club	193,107	186,362	(6,745)
Downtown Dickson	35,000	25,000	(10,000)
Botanical Gardens	58,700	0	(58,700)
Council on Aging	35,000	31,000	(4,000)
Other Governmental Agencies			
Fayetteville Public Library	741,508	594,300	(147,208)
Razorback Transit	30,000	20,000	(10,000)
NW AR Regional Planning	28,244	3,378	(24,866)

Budget meetings and discussions are generally conducted with most City Divisions and agencies requesting funding from the City. These discussions are normally conducted in October and early November.

The purpose for providing the above information is to assist City Council in the difficult decisions faced in the coming budget year. If you have any questions or need additional information, please call me, Stephen Davis at 575-8296.

Telecommunications Board Meeting
Minutes: excerpt of motions and votes on the C.A.T. Contract
September 27, 2000
City Administration Building
113 West Mountain Street

1. Meeting was called to order at 5:55 PM.

2. Telecommunications Board Members present: James Alford, Kevin McDonald, Barbara Stripling, Doug Wright, Jim Bemis, Rowland McKinney and Bruce Hawkins. Also present were Marvin Hilton, Cable Administrator and various members of the press and public.

3. C.A.T. CONTRACT: Bob Emenegger, C.A.T. Board Chairman, requested that the C.A.T. budget be increased by 7% to cover such things as one full time and two part time production people for community requests to film events, for outreach and promotion of C.A.T., for education, permanent teachers, new manuals and classes at the high schools and the Walton Art Center. The 7% would be a total increase of about $67,400.

Kevin McDonald indicated that CAT might be better served by obtaining a level of self-funding.

Bob Emenegger said that Access has such a wide range of programming that is not consistent, and so it's difficult to maintain a steady audience and self-sufficiency. It is much more difficult for CAT than say a station like KUAF which has much more control over their program schedule, to be self-sufficient.

Barbara Stripling said that the problem is we can't tie funding to programming because we are not allowed to determine content. C.A.T. has to be content neutral.

Doug Wright moved that the C.A.T contract be approved with the 7% increase requested which would bring the total city funding to $67,500.

The motion failed for lack of a second.

James Alford moved that the C.A.T. contract be approved with a 9% increase for a total of $69,000.

Kevin McDonald seconded the motion.

Motion passed with a 5 to 1 vote.

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

THIS AGREEMENT is made and entered into this ___ day of _____, 2000, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

SECTION I.
CONTRACT PERIOD.

A. The contract period shall begin the 1st day of January, 2001 and shall continue until the 31st day of December,2001. However, this agreement may automatically renew for one (1) additional one (1) year term. Each such annual renewal term shall be subject to a favorable recommendation from the Telecommunications Board to the City Council, approval of renewal by the City Council, and budget approval by the City Council.

SECTION II.
SERVICES/DUTIES.

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

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.

2. Scheduling of programs on the public access channel.

3. Cablecasting of programs on the public access channel.

4. Promoting use of the Public Access Channel.

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

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

1. Facility:

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

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

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

2. Copier:

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

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

3. Video Equipment:

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

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

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

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and

checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

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

4. Phone:

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

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

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

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

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

5. Fees:

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

6. Other/Misc.:

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

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

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

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

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

f. Contractor's staff shall do their part to keep the Access Center clean by keeping the breakroom clean after use by their staff and public access users.

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

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

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

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

SECTION III.
LEGAL AUTHORITY.

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

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

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

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

SECTION V.
FUNDING/CONSIDERATION.

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of $_____ for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th ,2001.

SECTION VI.
PROGRAMMING.

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

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

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

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

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

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

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

SECTION VII.
PERSONNEL.

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

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

SECTION VIII.
REPORTS AND INFORMATION.

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

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

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

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

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

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

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

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

4. Amendments or changes to programming policies.

SECTION IX.

AUDIT/REVIEW

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

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

SECTION X.
ACCESSIBILITY OF RECORDS.

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

SECTION XI.
INSURANCE.

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

1. General Liability:

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

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

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

SECTION XII.
DIRECTOR'S MEETINGS

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

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

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

SECTION XIII.
BONDING.

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

SECTION XIV.
EQUAL OPPORTUNITY.

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

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

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

SECTION XV.
PERSONNEL POLICIES.

A. Personnel policies shall be established by the

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

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

SECTION XVI.
CONFLICT OF INTEREST.

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

B. The Contractor further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others particularly, those with which they have family, business, or other ties.

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

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

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

SECTION XVII.
POLITICAL ACTIVITY.

A. No portion of the funds received by the Contractor

hereunder shall be used by the Contractor to directly produce any programs nor to participate in any Contractor-sponsored activities of a political nature (including, but not limited to, any activity to further the appointment, election, defeat or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat or final content of any legislation). However, Contractor will cablecast programs made by the public which express opinions on issues or candidates.

SECTION XVIII.
SECTARIAN ACTIVITY.

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

SECTION XIX.
PUBLICITY.

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

SECTION XX.
HOLD HARMLESS.

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

SECTION XXI.
USE OF CITY PROPERTY.

A. Contractor hereby recognizes that it is performing services for the City on City-owned property and that while on such property, Contractor shall not engage in any activity that

is not directly related to services provided pursuant to this Agreement.

SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.

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

SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.

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

SECTION XXIV.
TERMINATION OF AGREEMENT.

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

SECTION XXV.
SEVERABILITY.

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

By:_____
Title:_____

ATTEST:

By:_____
Title:_____

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE

agenda Semm

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 19, 2000

A meeting of the Fayetteville City Council will be held on December 19, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

NOMINATING COMMITTEE REPORT

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the December 5, 2000 City Council Meeting. Nov. 21. & Sp. Cl. mtg.

2. **WILSON PARK POOL:** A resolution awarding Bid No. 00-75A to Heckathorn Construction for the Wilson Park Pool Improvements Project. The construction costs are $258,263 plus a project contingency amount of $28,737. The total amount requested is $287,000 with an attached budget adjustment.

3. **MCCLELLAND ENGINEERS:** A resolution approving an amendment to the engineering contract with McClelland Consulting Engineers to extend the contract an additional year; Task Orders #3, #4, #5 and #6; and the associated budget adjustment in the amount of $143,664.00.

4. **EARNEST LANCASTER EXTENSION:** A resolution approving Change Order #1 in the amount of $23,838.00 for the construction contract with Harrison Davis Construction for the extension of the Earnest Lancaster Drive.

5. **SEWER REHAB:** A resolution approving the contract with Heller Co. for sanitary sewer rehabilitation , Illinois Basin 16 and White River Minisystem 9A in the amount of $501,400 and a 10% contingency.

6. **OMI:** A resolution approving Amendment No. 6 to the OMI Contract for the operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00.

Remove from Consent. (New Business)

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

B. OLD BUSINESS

1. **RZ 00-27.00:** An ordinance approving rezoning request RZ 00-27.00 submitted by Hilda and Edward Hurtado, on behalf of Dewitt C. Goff for property located at 1819 South School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.80 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the December 5, 2000 City Council meeting.

2. **WIRELESS COMMUNICATION:** An ordinance approving an amendment to the Wireless Communication Facility Ordinance 4178. The ordinance was left on the first reading as amended.

3. **GRADING AND DRAINAGE:** An ordinance approving amendments to the City's Grading and Drainage ordinances. The ordinance was left on the first reading.

4. **2001 BUDGET:** A resolution adopting the 2001 Annual Budget and Work Program.

5. **2020 LAND USE PLAN:** A resolution adopting the General Plan 2020, Future Land Use Plan, and Master Street Plan.

C. NEW BUSINESS

1. **YOUTH CENTER:** An ~~ordinance~~ Resolution approving the lease agreement with land for BoG club Fayetteville Youth Center, Inc. and ~~an~~ an ordinance amendment to City Ordinance establishing the Parks and Recreation Advisory Board. (NEED INFO FOR FINAL). (2)

3. (1) **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club. (SEE TRENT FOR INFO FOR FINAL AGENDA.) -Trent-

4. (2) **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

CONSENT 5. **CABLE T.V.:** A resolution to approve the extension on the Cable T.V. contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

Consent 6. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with the Community Access Television for public access television services.

6) (3) Omi contract. (6) 9) free settlement.

7). (4) TROLLEY OPERATIONS. (7) 10). Sewer claim. (NEED PHOTOS FROM DAVE)

8). (5) HMR TAX - (A+P).

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 19, 2000

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113 WEST MOUNTAIN 72701 501 521-7700
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B. OLD BUSINESS

1. **RZ 00-27.00:** An ordinance approving rezoning request RZ 00-27.00 submitted by Hilda and Edward Hurtado, on behalf of Dewitt C. Goff for property located at 1819 South School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.80 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the December 5, 2000 City Council meeting.

2. **WIRELESS COMMUNICATION:** An ordinance approving an amendment to the Wireless Communication Facility Ordinance 4178. The ordinance was left on the first reading as amended.

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4. **2001 BUDGET:** A resolution adopting the 2001 Annual Budget and Work Program.

5. **2020 LAND USE PLAN:** A resolution adopting the General Plan 2020, Future Land Use Plan, and Master Street Plan.

C. NEW BUSINESS

1. **YOUTH CENTER:** An ordinance approving the lease agreement with Fayetteville Youth Center, Inc. and an amendment to City Ordinance establishing the Parks and Recreation Advisory Board.

2. **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club.

3. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

4. **CABLE T.V.:** A resolution to approve the extension on the Cable T.V. contract to February 28, 2001 to allow for further negotiation of a franchise agreement.

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 19, 2000

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C. NEW BUSINESS

1. **YOUTH CENTER:** An ~~ordinance~~ RESOLUTION approving the lease agreement with Fayetteville Youth Center, Inc. and an amendment to City Ordinance establishing the Parks and Recreation Advisory Board. CALL CONNIE NEED INFO FOR A.S.

2. **BOYS AND GIRLS CLUB:** A resolution of intent to levy a two mil tax on REAL + Personal Property within the City of Fayetteville for two years for the Fayetteville Boys and Girls Club.

3. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.

4. **CABLE T.V.:** A resolution to approve the extension on the Cable T.V. contract to February 28, 2001 to allow for further negotiation of a franchise agreement. CONTRACT.

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

NEW ITEMS:
- FLEET OPERATIONS. -
- SEWER CLAIM > DAVE JURGENS - SEE CHARLIE. (KINGS CROSS)
- SETTLEMENT - SEE JERRY. * Sarafini

Arkansas Democrat Gazette

MONDAY, DECEMBER 18, 2000

CITY OF FAYETTEVILLE

City Administration Building, Room 219
113 West Mountain Fayetteville Arkansas

FINAL AGENDA, CITY COUNCIL

DECEMBER 19, 2000

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A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the November 21, 2000 City Council Meeting.
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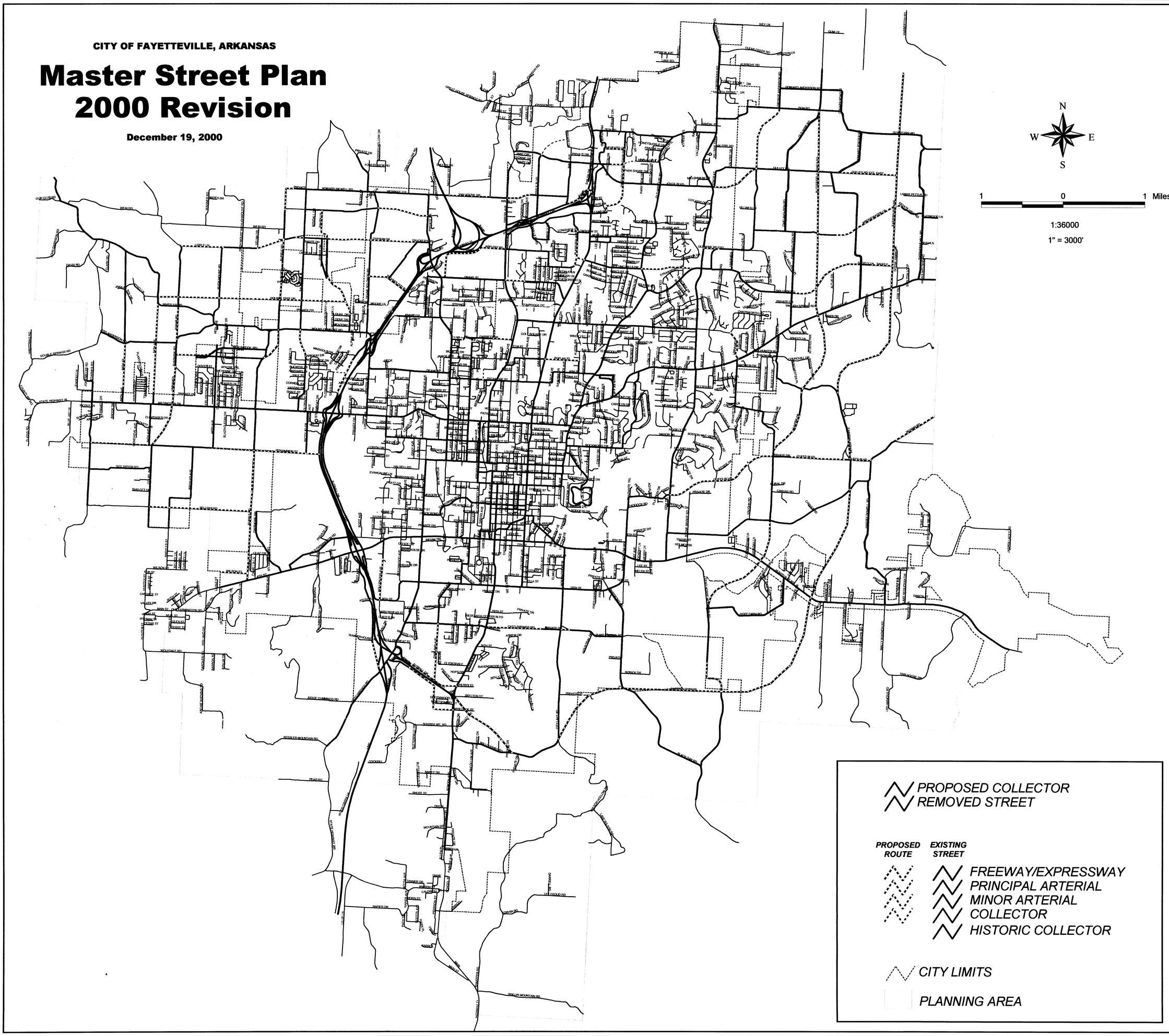
2. **COST SHARE:** An ordinance approving a cost share and bid waiver in the amount of $82,350.00 with the developer's of the Hopkin's Retail Center for the installation of a 12" waterline across Wedington Dr. and along the west side of Garland Ave.
3. **OMI:** A resolution approving Amendment No. 6 to the OMI Contract for the operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00.
4. **TROLLEY OPERATIONS:** A resolution approving Amendment No. 3 with Jones Transportation deleting operating days and increasing payment rate by 6% with the renewal Agreement for Trolley Operations for the period January 1, 2001 through December 31, 2001.
5. **HMR TAX:** An ordinance amending $35.20 of the Code of Fayetteville, regarding the HMR Tax.
6. **TREE SETTLEMENT:** A resolution approving a settlement agreement in Serafini, et al. vs. City of Fayetteville, Arkansas, et al., CIV 2000-536.
7. **SEWER REIMBURSEMENT:** A resolution approving a settlement of the sewer back-up claim at 3260 Kings Cross in the maximum amount of $24,124.89 and approve a budget adjustment.

-70-00

file with Agenda packet 12-19-00

CITY OF FAYETTEVILLE, ARKANSAS

Master Street Plan 2000 Revision

December 19, 2000