FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
JANUARY 18, 2000

A meeting of the Fayetteville City Council will be held on January 18, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the January 4, 2000 City Council meeting.

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

3. **POLICE RADIO EVALUATION:** A resolution awarding a contract to RCC Consultants. The contract will be for services to evaluate the current radio system and recommend either a replacement or an upgrade.

4. **CELLULAR ANTENNA:** A resolution approving a contract with SWPCS for cellular antenna space on the Mount Sequoyah Water Tank.

5. **HWY 265 WIDENING:** A resolution authorizing payment of $647,000 to the Arkansas Highway and Transportation Department for additional right-of-way costs along Highway 265 and approval of a budget adjustment.

6. **DRUG LAW ENFORCEMENT PROGRAM GRANT:** A resolution authorizing the Mayor to apply for a federal grant in the amount of $383,794.00; and approval of a budget adjustment in the amount of $17,338 to bring Fayetteville's matching funds to $63,338.00 and increase one sworn officer position.

7. **OMI CONTRACT:** A resolution approving Amendment No. 5 to the OMI Contract for operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00, inclusive of management fees of $88,854.00.

8. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.

9. **MIDDLE SCHOOL:** A resolution approving an agreement with the Fayetteville Public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School Property within the Rupple Road right-of-way.

10. **RUPPLE ROAD CONSTRUCTION:** A resolution authorizing the Mayor to approve a construction contract change order with APAC in the amount of $53,334.70. The change order is for the installation of the proposed 8 inch waer main from Mount Comfort Road to the Middle School property.

B. OLD BUSINESS

C. NEW BUSINESS

1. **EGIS CONSULTING:** An ordinance approving an agreement for professional services with EGIS Consulting Inc. regarding the USCOE 404 permit for the Arkansas Research and Technology Park. This contact amount is $27,000.00. A bid waiver is requested.

2. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger.

3. **OPEN BURNING:** An ordinance providing for regulations for open burning within the City of Fayetteville.

4. **XEROX CORPORATION:** A resolution approving a bid waiver and a contract with Xerox Corporation for the purchase of two network Copiers. Replacement of contract for non-networked copiers.

CITY COUNCIL JAN. 18, 2000

	ROLL				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
MAYOR HANNA	✓				

	HD KS. CONSENT				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
MAYOR HANNA					

	8-0-0. 2ND # 3D EGIS	# 3RD BD.	PASS		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
MAYOR HANNA					
	8-0-	8-0.	8-0.		

CITY COUNCIL

	HWY 265 CONDEMNATION				
RUSSELL	Left on 1st				
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
MAYOR HANNA					
	BD 2ND RA OPEN BURN	BD RA. 3RD	PASS		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
MAYOR HANNA					
	8-0 1ST RA ~~RA~~ BD. 2ND XEROX CORP.	8-0. RA 3RD BD	8-0 PASS		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
MAYOR HANNA					
			8-0.		

adj. 7:05

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
JANUARY 18, 2000

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approved

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3-00

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

4-00

3. **POLICE RADIO EVALUATION:** A resolution awarding a contract to RCC Consultants. The contract will be for services to evaluate the current radio system and recommend either a replacement or an upgrade.

5-00

4. **CELLULAR ANTENNA:** A resolution approving a contract with SWPCS for cellular antenna space on the Mount Sequoyah Water Tank.

6-00

5. **HWY 265 WIDENING:** A resolution authorizing payment of $647,000 to the Arkansas Highway and Transportation Department for additional right-of-way costs along Highway 265 and approval of a budget adjustment.

7-00

6. **DRUG LAW ENFORCEMENT PROGRAM GRANT:** A resolution authorizing the Mayor to apply for a federal grant in the amount of $383,794.00; and approval of a budget adjustment in the amount of $17,338 to bring Fayetteville's matching funds to $63,338.00 and increase one sworn officer position.

8-00

7. **OMI CONTRACT:** A resolution approving Amendment No. 5 to the OMI Contract for operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00, inclusive of management fees of $88,854.00.

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

PULLED FROM AGENDA 8. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.

9-00 9. ✓ **MIDDLE SCHOOL:** A resolution approving an agreement with the Fayetteville Public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School Property within the Rupple Road right-of-way.

10-00 10. ✓ **RUPPLE ROAD CONSTRUCTION:** A resolution authorizing the Mayor to approve a construction contract change order with APAC in the amount of $53,334.70. The change order is for the installation of the proposed 8 inch waer main from Mount Comfort Road to the Middle School property.

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PASS 4215 1. ✓✓✓ **EGIS CONSULTING:** An ordinance approving an agreement for professional services with EGIS Consulting Inc. regarding the USCOE 404 permit for the Arkansas Research and Technology Park. This contact amount is $27,000.00. A bid waiver is requested.

left on 1st 2. ✓ **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger.

PASS 4216 3. ✓✓✓ **OPEN BURNING:** An ordinance providing for regulations for open burning within the City of Fayetteville.

PASS 4217 4. ✓✓✓ **XEROX CORPORATION:** A ~~resolution~~ ORD. approving a bid waiver and a contract with Xerox Corporation for the purchase of two network Copiers. Replacement of contract for non-networked copiers.

* off St. parking – Tom Stockland resigned. 1/22/00 vacancy.

8. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.

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AGENDA SESSION
JANUARY 11, 2000

FOR

CITY COUNCIL MEETING
JANUARY 18, 2000

ADDITIONAL INFORMATION:

1. **XEROX COPIERS:** Additional information for item C. 4.

NEW ITEMS:

1. **ALLTEL COMMUNICATIONS:** Temporary revocable license for buried fiber optic communication cable.

2. **WATER MAIN FOR NEW MIDDLE SCHOOL:** Agreement with Fayetteville Public Schools for construction of an 8" water main and a change order with McClinton Anchor.

3. **EGIS CONSULTING:** Professional services with EGIS for the Arkansas Research and Technology Park.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
JANUARY 18, 2000

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6. **DRUG LAW ENFORCEMENT PROGRAM GRANT:** A resolution authorizing the Mayor to apply for a federal grant in the amount of $383,794.00; and approval of a budget adjustment in the amount of $17,338 to bring Fayetteville's matching funds to $63,338.00 and increase one sworn officer position.

7. **OMI CONTRACT:** A resolution approving Amendment No. 5 to the OMI Contract for operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of $3,715,901.00, inclusive of management fees of $88,854.00.

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

B. OLD BUSINESS

C. NEW BUSINESS

1. **SIGN ORDINANCE:** An ordinance amending Chapter 151 of the Code of Fayetteville to define and provide for the regulation of monument signs; and define and clarify the use of joint identification and area signs.

2. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger.

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DRAFT TENTATIVE AGENDA
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JANUARY 18, 2000

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B. OLD BUSINESS

C. NEW BUSINESS

Don Bunn > USPCS - cell towers until not Sug.

Charlie > Budget adj. 265 ROW. $.600,000
Consent.

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

W/S. following agenda Session.

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FAYETTEVILLE CITY COUNCIL
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B. OLD BUSINESS

C. NEW BUSINESS

NEEDS TO GO TO ORD REVIEW.

1. **SIGN ORDINANCE:** An ordinance amending Chapter 151 of the Code of Fayetteville to define and provide for the regulation of monument signs; and define and clarify the use of joint identification and area signs.

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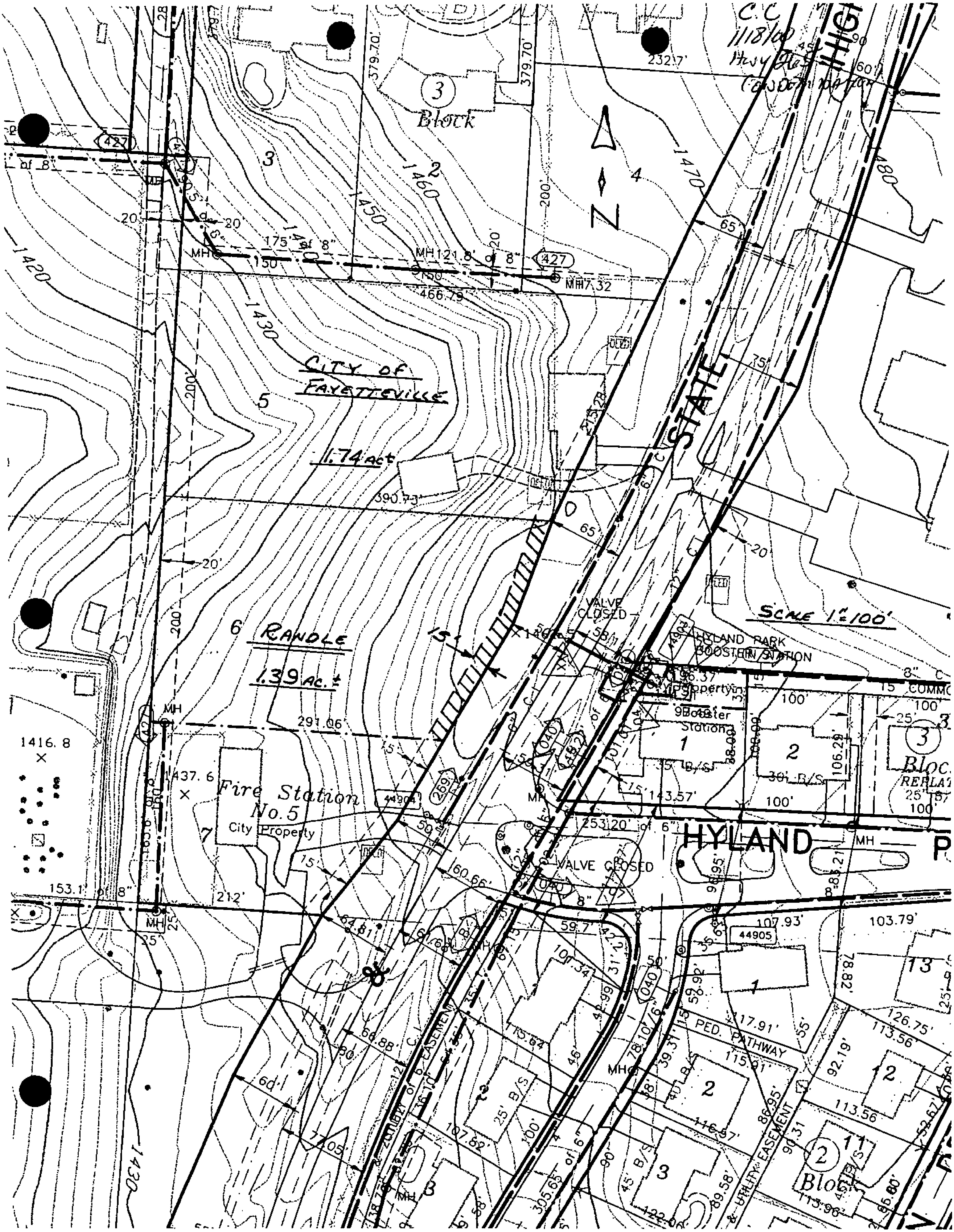
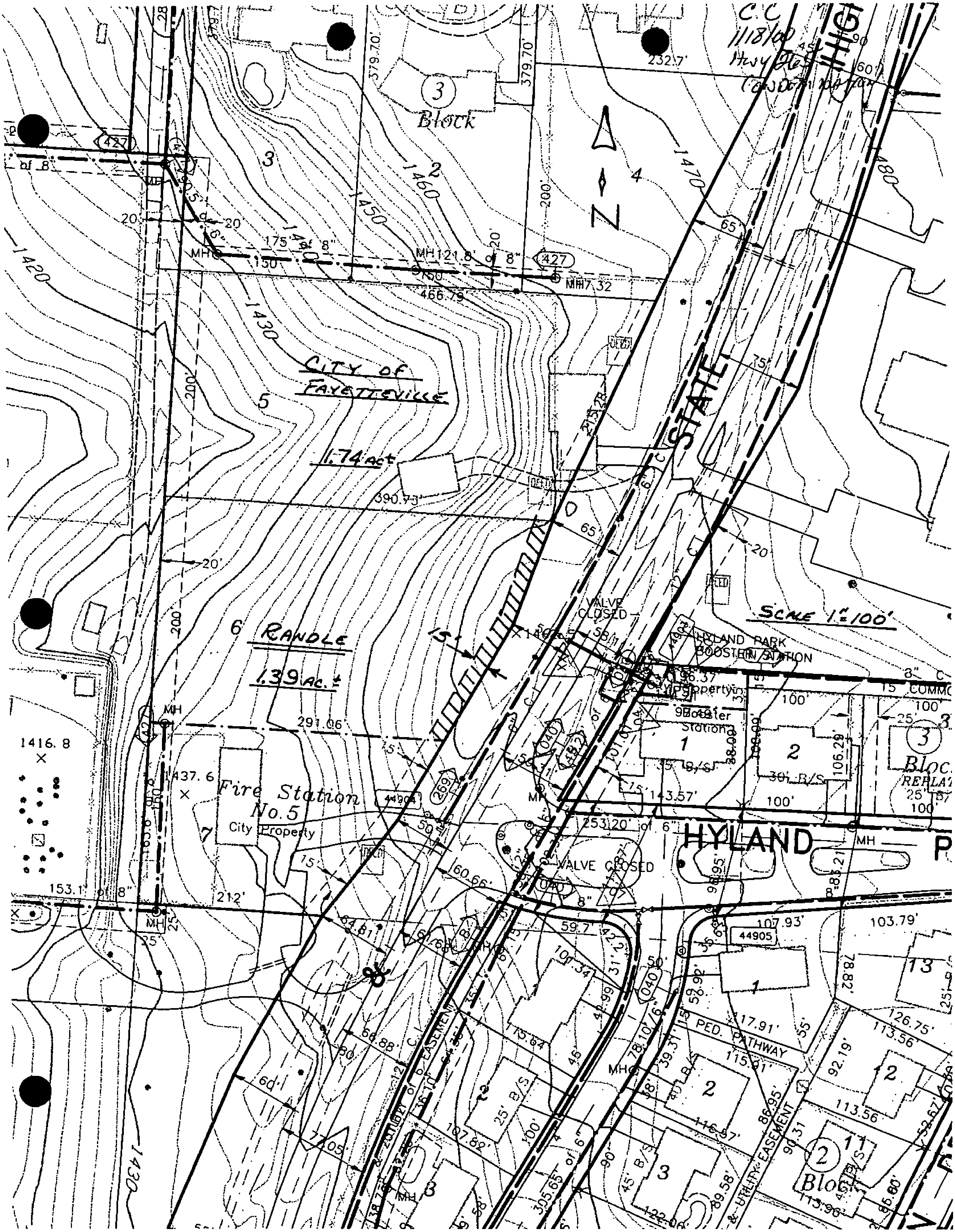
Jerry - [illegible] - 6 mi easement - [illegible].

Consent Wayne - E&S. / wet land - Industrial park.

Jim Beam - W/S / middle school.



CITY OF FAYETTEVILLE
1.74 Ac±
RANDLE
1.39 Ac.±
Fire Station No.5
City Property
STATE
HYLAND
SCALE 1"=100'
HYLAND PARK BOOSTER STATION
VALVE CLOSED
Block
PED. PATHWAY
UTILITY EASEMENT



Block
CITY OF FAYETTEVILLE
1.74 ac±
RANDLE
1.39 Ac.±
Fire Station No. 5
City Property
STATE
HYLAND
HYLAND PARK BOOSTER STATION
Booster Station
VALVE CLOSED
SCALE 1" = 100'
PED. PATHWAY
UTILITY EASEMENT

Sign Ordinance
C. 1.Page 1
EXHIBIT A

RECEIVED
JAN 14 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Removed from agenda

STAFF REVIEW FORM

x AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~February 1~~ JAN. 18, 2000

FROM:

Bert Rakes	Inspection	Public Works
Name	Division	Department

ACTION REQUIRED:

Review and act on proposed Sign Ordinance Revision.

COST TO CITY:

$ N/A	$	
Cost of this Request	Category/Project Budget	Category/Project Name
N/A	$	
Account Number	Funds Used To Date	Program Name
N/A	$	
Project Number	Remaining Balance	Fund

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

Budget Coordinator ______ Administrative Services Director ______

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ______

Accounting Manager ______ Date 12-29-99 ADA Coordinator ______ Date ______

City Attorney ______ Date 12-29-99 Internal Auditor ______ Date ______

Purchasing Officer ______ Date 12-29-99

STAFF RECOMMENDATION:

Approval of Revision.

Division Head ______ Date 01/03/00

Department Director ______ Date 1-3-00

Administrative Services Director ______ Date 1-4-00

Mayor ______ Date 1/4/00

Cross Reference

New Item: Yes No

Prev Ord/Res #: ______

Orig Contract Date: ______

STAFF REVIEW FORM

Description Sign Ordinance Revision Meeting Date Feb. 1, 2000

Comments:	Reference Comments:
Budget Coordinator	
Accounting Manager	
City Attorney	
Purchasing Officer	
ADA Coordinator	
Internal Auditor	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

December 23, 1999

TO: FAYETTEVILLE CITY COUNCIL
TH: MAYOR HANNA
FR: BERT RAKES, INSP. DIV. DIR.
RE: PROPOSED SIGN ORDINANCE REVISIONS

Attached you will find an Agenda Request and proposed revision to the Sign Ordinance. The purpose of the proposed revisions is to eliminate the conflict of Monument Signs negotiated by the Planning Commission and developers and also to define and clarify the use of Joint Identification and Area Signs.

Monument Signs have become more popular since recognized in the Overlay District Ordinance. When a developer requests a sign permit for a Monument Sign that has been approved by the Planning Commission a variance must be granted by the Board of Sign Appeals because the Sign Ordinance does not recognize a Monument Sign. The proposed revisions will allow a developer to substitute a Monument Sign with display area restricted by district as indicated for a conforming Freestanding Sign.

The existing Sign Ordinance permits a four square foot Freestanding Sign in a R-2, R-3, and R-0 District. The proposed revision will allow a Monument Sign up to sixteen square feet.

The section on Joint Identification Sign has been revised to clarify some troublesome language and to permit a Joint Identification Monument Sign up to thirty-two square feet in a R-0 District. A Joint Identification Sign is typically used to identify several business within a subdivision.

An Area Sign typically used to identify subdivisions can now be permitted up to thirty-two square feet for a tract of five acres or more. The proposed revision will provide a choice of a single sign with display on both sides or two signs with display on one side. Also, signs at two entrances can be permitted when a subdivisions has more than one entrance. The maximum display area in C and I Districts is proposed to increase to 75 square feet.

Freestanding, Joint Identification, and Area Signs cannot be commingled. Only one Freestanding Sign can be permitted on one lot. It is proposed that Joint Identification and Area Signs be permitted at an approved location at no more than two entrances.

Sinmemr1

ORDINANCE NO.______

AN ORDINANCE AMENDING CHAPTERS 151, DEFINITIONS, AND 174, SIGNS, THE CODE OF FAYETTEVILLE, TO DEFINE AND PROVIDE FOR THE REGULATION OF MONUMENT SIGNS; AND, DEFINE AND CLARIFY THE USE OF JOINT IDENTIFICATION AND AREA SIGNS.

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

<u>Section 1</u>. That Chapter 151, Definitions, of the Code of Fayetteville, is hereby amended to delete the definitions of Area Identification Sign and Joint Identification Sign.

<u>Section 2</u>. That Chapter 151, Definitions, of the Code of Fayetteville, is hereby amended to add the following definitions:

Area Sign. (Signs) A sign to identify a common area containing a group of structures, or a single structure on a minimum site of five acres, such as a residential subdivision, residential office, commercial or industrial subdivision, apartment complex, mobile home park, or shopping center located at the entrance or entrances of the area, and consisting of fence or wall or archway with letters or symbols affixed thereto or other supporting structure as approved by the Building Inspector.

Joint Identification Sign. (Signs) A sign which serves as common or collective identification for a group of persons or businesses operating in the same subdivision or lot in a residential office, commercial or industrial district (e.g., shopping center, office complex, etc.) Such sign may name the persons or businesses included but carry no other advertising matter.

Monument Sign. A freestanding sign with a maximum height of six feet above the surrounding finish grade and whose entire base is in contact with and supported by the ground.

<u>Section 3</u>. That Chapter 174, Signs, § 174.10, Freestanding Signs, Subsection C.4., of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§174.10. FREESTANDING SIGNS.

C. C Districts.

4. Joint Identification Sign. The display surface area of joint identification signs may be increased to one square foot per 500 square feet of gross leaseable building area over 37,500 square feet, located, as approved by the Building Inspector, at no more than two remote entrance locations. The permit applicant shall provide a recorded legal document as approved by the Building Inspector indicating ownership and responsibility for maintenance of sign and subject to the following:

a. R-1, R-1.5, R-2 and R-3 District. Prohibited.

b. R-O District. Monument sign permitted with a maximum display surface area of thirty-two square feet.

c. C and I District. Display surface area shall not exceed 300 square feet.

d. Joint Identification Sign Display. A freestanding sign or monument sign greater than thirty-two square feet for a person or business with display on a joint identification sign shall not be allowed.

Section 4. That Chapter 174, Signs, §174.10, Freestanding Signs, of the Code of Fayetteville, is hereby amended to add the following:

§174.10. FREESTANDING SIGNS.

G. Area Signs.

1. Size/Location. The size and location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Building Inspector, who will approve such structure upon the criterion of traffic safety sight lines.

a. Areas with more than one entrance may not have a sign at more than two locations.

b. An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides.

2. Display Surface Area.

a. A, P, R and R-O Districts. Display area shall not exceed 32 square feet.

b. C and I Districts. Display area shall not exceed 75 square feet.

H. Monument Signs. A monument sign shall be set back a minimum of ten feet from the street right-of-way and may be substituted for a freestanding sign permitted by §174.10, provided the display surface area meets the following:

1. R-1 and R1.5 Districts. Prohibited on individual lots.

2. A and P Districts. The display surface area shall not exceed thirty-two square feet.

3. R-2, R-3 and R-O Districts. The display surface area shall not exceed sixteen square feet.

4. C and I Districts. The display surface area shall not exceed the maximum permitted by §174.10.

Section 5. That Chapter 174, Signs, §174.13, Area Signs, of the Code of Fayetteville, is hereby deleted.

D. Home Occupation Signs. Home occupation signs erected flat against the wall and not exceeding three square feet.

E. Memorial Signs, Name Signs. Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

F. Traffic Signs, Etc. Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

G. Posting Bills, Repainting Signs. Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

H. Election Campaign Signs. Political signs are permitted to be placed on private property in any district, subject to the following conditions:

1. Districts Where Signs Not Otherwise Permitted. In districts where signs are not otherwise permitted, a political sign may be erected but said sign shall be removed within 72 hours following the final election to which it applies; the owner of the property on which said sign is placed shall be responsible for its removal.

2. Sign Permitted. In districts where signs are otherwise permitted, political signs shall meet those requirements.

I. Time and Temperature Displays. Time and temperature displays without advertising matter, providing all clearances prescribed herein for signs similarly located are maintained.

J. Banners.

1. Public/Private Events. Banners shall be exempted when used in conjunction with public and private events as follows:

a. Election Campaigns. Election campaign banners when said banners are not placed more than ten days prior to and removed within 72 hours following the election to which the banner applies.

b. Public Events. Public event banners shall be removed within 72 hours following the event to which the banner applies.

c. Private Sales Events. Banners placed on private property for advertising a special sales event.

2. Advertising. Banners bearing advertising matter shall be considered wall or freestanding signs, depending upon mounting, and shall meet all regulations pertaining thereto.

K. Signs Located in Buildings. All signs located within a building that are not visible to the public outside said building.

L. Signs on Windows. Signs painted on, or affixed to, glass surfaces of windows or doors and pertaining to the lawful business conducted therein.

M. Directional Identification and Informational Signs. Directional, identification and informational signs; provided, such signs shall be limited to wall and freestanding signs with a maximum of four square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one freestanding sign not exceeding four square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions:

1. Traffic Hazard. No such sign shall be erected which would create a traffic hazard.

2. Seat Belt Sign. Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street unless the City's official seatbelt sign is used.

N. Collection Boxes. Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any C or I Zoning District.

O. Subdivision Signs. In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six months within 50 feet of a dwelling in a R District occupied as a dwelling.

P. Freestanding Bulletin Boards. A freestanding bulletin board shall be set back a minimum of 15 feet from street right-of-way; and any bulletin board having a display surface area in excess of ten square feet shall be set back from street right-of-way an additional one-foot for each two square feet of display surface area in excess of ten square feet.

Q. Fuel Price Informational Signs. In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

1. Price. Only one fuel price informational sign shall be permitted per fuel pump.

2. Size. Fuel price informational signs shall be limited in size to an area of 216 square inches.

3. Stationary. Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

4. Other Locations. Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

5. Sign Faces. Only one two-faced, or two one-faced, self service/full service signs not exceeding four square feet in display surface area shall be permitted at each pump island.

R. Fences and Scoreboards in City Parks. Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in §97.088 (B).

(Code 1991, §158.08; Code 1965, §17B-6; Ord. No. 1893, 12-19-72; Ord. No. 3294, 9-15-87; Ord. No. 3307, 10-20-87; Ord. No. 3313, 11-17-87)

§174.04 SIGN IDENTIFICATION. Every sign or other advertising structure hereafter registered shall show in a conspicuous place thereon which is visible to the Inspector and is readable by the Inspector from the ground, the permit number.

(Code 1991, §158.04; Code 1965, §17B-4A; Ord. No. 1893, 12-19-72; Ord. No. 2790, 1-18-82)

§174.05 SIGN REMOVAL. In the event a business ceases operation for a period of time in excess of 60 days, the sign owner or lessee, or the property owner, shall immediately remove any sign identifying or advertising said business or any product sold thereby; provided, however, this requirement shall not apply where under the provisions of this chapter an existing conforming sign may be altered to advertise a new business to be in operation on the premises within 60 days.

Cross Reference: Enforcement, Chapter 153.

(Code 1991, §158.35; Code 1965, §17B-7(a); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

§174.06 NONCONFORMING SIGNS. For the purpose of this section, a nonconforming sign shall be defined as a sign existing on or before January 19, 1973, which could not be built under the terms of this chapter or under the terms of Zoning, Chapter 160-165.

A. On-Site, Nonconforming Signs. All on-site, nonconforming signs not otherwise prohibited by the provisions of this chapter shall be removed or shall be altered to conform to the provisions of this chapter when the nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size, or legend, or when the name of the business changes and the sign is changed or modified either in shape, size, or legend, or on or before January 19, 1980, whichever occurs sooner.

B. Off-Site, Nonconforming Signs. Off-site, nonconforming signs not otherwise prohibited by the provisions of this chapter shall be removed or shall be altered so as to conform with the provisions of this chapter on or before January 19, 1977. Off-site nonconforming signs not otherwise prohibited by this chapter shall be removed or shall be altered so as to conform with the provisions of this chapter within four years from January 19, 1973.

C. Enlarge/Alter. No nonconforming sign may be enlarged or altered in a way which would increase its nonconformity.

D. Damage/Replace. Should any nonconforming sign be damaged by any means to an extent of more than 50% of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this chapter.

(Code 1991, §158.07; Code 1965, §17B-5; Ord. No. 1893, 12-19-72; Ord. No. 2109, 6-3-75; Ord. No. 2255, 7-20-76)

§174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY.

A. Placing Signs on Public Property.

1. Agencies of Government. No signs other than signs placed by agencies of government shall be erected on any public property; provided, directional signs may be erected upon the City's street name signposts, or upon traffic signposts under the following conditions:

a. PublicFacility/Out of Town Patrons. The signs direct the reader to the location of a public facility attended principally by out-of-town patrons, to a facility operated by a nonprofit entity and attended principally by out-of-town patrons, to a facility relating to the public health, safety or welfare, or to scenic or historic trails;

b. Traffic Department. The signs are fabricated, erected and maintained by the City Traffic Department;

c. Cost. The entire cost of the signs is borne by the entity requesting the signs;

d. Installation. The signs are installed at locations where they would not constitute a traffic hazard;

e. Traffic Control Devices. The signs conform to the manual on uniform traffic-control devices; and

f. Directional Signals. The maximum number of directional signs permitted under this section shall be seven for each entity; provided, the limitation provided hereby shall not apply to signs directing the reader [thereof] to scenic or historic trails.

2. Nonprofit Organizations. Nonprofit organizations shall be allowed to place temporary signs of a noncommercial nature on public property for the purpose of directing the general public to the location of an event or activity which promotes the general public welfare. The placement of such temporary signs shall be subject to the following conditions:

a. Display Surface Area. The maximum display surface area of each sign shall not exceed six square feet;

b. Number of Signs. No more than three signs directing the general public to such an event or activity shall be placed on public property at the same time by one such organization;

c. Organization Name. Each such sign shall identify the nonprofit organization by name;

d. Temporary Sign. No such temporary sign shall be placed on public property for more than five successive days;

e. Location/Approval. The location of each such sign shall be approved by the Sign Inspector and Traffic Superintendent to ensure that the signs will not constitute a traffic hazard;

f. Permit/Number of Signs. The organization applies for, and is issued, a sign permit; one permit may authorize installation of up to three signs pursuant to the provisions of this division; and

g. Temporary Signs. No such organization shall install, or be issued a permit to install a temporary sign on public property pursuant to the provisions of this division more often than six times within a 12-month period.

B. Placing Signs on Private Property. No signs shall be placed on any private property without the consent of the owner thereof.

C. Placing Signs on Trees or Rocks. No signs shall be placed or painted on any tree or rock.

D. Placing Signs on Utility Poles. No signs shall be placed on any utility pole **except** for utility identification or similar purposes.

(Code 1991, §158.37; Code 1965, §17B-7(c); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87; Ord. No. 3677, §1, 3-2-93)

§174.08 PROHIBITED SIGNS.

A. Spot Lights and Beacons. It shall be unlawful for any person to continue in operation or erect any attraction device or sign which contains a beacon of any type and/or contains a spot light providing direct illumination to the public.

(Code 1991, §158.39; Code 1965, §17B-7(e); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

B. Fluctuating Illumination. It shall be unlawful for any person to erect additional attraction devices or signs or to continue in operation an attraction device or sign which flashes, blinks, or is animated. Illumination of attraction devices or signs located in the City that fluctuates in light intensity shall be prohibited.

(Code 1991, §158.40; Code 1965, §17B-7(f); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

C. Portable Swinger or Temporary Attraction Sign Boards. It shall be unlawful for any person to continue to display or erect any portable swinger, "A" frame, sandwich or temporary attraction sign board in the City.

(Code 1991, §158.41; Code 1965, §17B-7(g); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

D. Revolving, Rotating, or Moving Signs. It shall be unlawful for any person to erect or to continue using any sign the exterior of which revolves, rotates or otherwise moves, in whole or in part.

(Code 1991,§158.44; Code 1965, §17B-7(j); Ord. No.1893,12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No.3298,10-6-87)

E. Windblown Signs. It shall be unlawful for any person to display any windblown sign; provided, windblown signs may be displayed on a lot, at a shopping center, or at a mall one time per year for a period not to exceed 72 hours if a temporary sign permit is first obtained from the Building Inspector upon payment of a the appropriate fee; provided further, one company flag shall be permitted on a lot, at a shopping center, or at a mall.

(Code 1991, §158.45; Code 1965, §17B-7(k); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

F. Signs that Constitute a Traffic Hazard. No sign or other advertising structure as regulated by this chapter shall be erected or continued to be displayed at the intersection of any street in such a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device; or which makes use of the words, ``STOP," ``LOOK," ``DRIVE-IN," ``DANGER," or any other word, phrase, symbol or character in such manner as to interfere with, mislead, or confuse traffic.

(Code 1991, §158.36; Code 1965, §17B-7(b); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

G. Use of Vehicle as Sign. It shall be unlawful to use a vehicle or a trailer as a sign in circumvention of this chapter.

(Code 1991,§158.42; Code 1965,§17B-7(h); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298,10-6-87)

H. Roof Signs. Roof signs shall not be permitted except on appeal to the Board of Sign Appeals.

(Code 1991, §158.46; Code 1965, §17B-8; Ord. No. 1893, 12-19-72; Ord. No. 2262, 8-3-76)

Cross Reference: Variance, Chapter 156.

I. Restrictions Along Controlled Access Highways. No off-site sign shall be permitted within 660 feet of the right-of-way of any controlled access highway.

(Code 1991, §158.43; Code 1965, §17B-7(i); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

§174.09 SIGN ILLUMINATION. Direct illumination by incandescent light bulbs shall be restricted to light bulbs rated at 25 watts or less.

(Code 1991, §158.38; Code 1965, §17B-7(d); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87)

§174.10 FREESTANDING SIGNS. It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level of the street upon which the sign faces. Freestanding signs located on property which abuts both a controlled access highway and a State or Federal numbered highway may not be erected where the total height of said sign is greater than 30 feet above the plane of the pavement of the highest road at the intersection. For any sign located closer to street right-of-way than 40 feet the maximum height shall be reduced one-half foot for each foot of setback less than 40 feet. Freestanding signs shall be permitted to be erected in the city subject to the following:

A. A-1 District.

1. Off-Site. Off-site freestanding signs shall be prohibited.

2. On-Site. On-site freestanding signs subject to the following:

a. Number of Signs. Only one on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.

b. Display , Surface Area. Display surface area shall not exceed 16 square feet.

c. Illumination. Sign may be illuminated by indirect illumination only.

d. Setback from Right-of-Way. Sign shall be set back 35 feet from existing street right-of-way and 25 feet from any R or R-O District.

B. R and R-O Districts. Freestanding signs shall be prohibited and no freestanding signs shall be erected in any R or R-O District of the city; provided, one freestanding bulletin board per lot shall be permitted, subject to the restrictions on bulletin boards prescribed by §174.03 P.; provided further, one on-site freestanding sign shall be permitted on a lot or parcel zoned R-2, R-3, or R-O subject to the following restrictions:

1. Display Surface Area. The maximum display surface area shall not exceed four square feet;

2. Setback from Right-of-Way. The sign shall be set back a minimum of 15 feet from street right-of-way;

3. **Height.** The height of the sign shall not be greater than six feet above the level of the street upon which the sign faces;

4. **Setback from R District.** The sign shall be set back a minimum of 25 feet from the boundary of any R District;

5. **Adjoining Property.** The sign shall be erected a minimum of ten feet from adjoining property;

6. **Illumination.** The sign may be illuminated by indirect illumination only.

C. C Districts.

1. **Number of Signs.** Only one on-site freestanding sign shall be permitted on a lot, at a shopping center, or at a mall; provided, only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.

2. **Off-Site.** Only one off-site freestanding sign shall be permitted on any vacant property of one ownership.

3. **Freestanding Signs.** Freestanding signs shall be subject to the following:

a. **Display Surface Area.** Display surface area shall not exceed ten square feet; provided, the display surface area may be increased two square feet for each one foot the sign is set back from street right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is set back from street right-of-way 40 feet or more shall be 75 square feet; provided further, the maximum display surface area for an on-site freestanding sign located on property which abuts a controlled access highway shall be 200 square feet.

b. **Setback from Right-of-Way.** Set back shall be a minimum of 15 feet from street right-of-way; provided, an on-site freestanding sign located on property which abuts a controlled access highway shall be set back a minimum of 40 feet from street right-of-way of the service road.

c. **Adjoining Property.** May be erected a minimum of one foot from adjoining property.

d. **Illumination.** Signs may be illuminated by direct or indirect illumination.

e. **Setback from R or RO District.** Set back shall be a minimum of 25 feet from the boundary of any R or R-O District.

~~4. **Joint Identification Sign.** The display surface area of joint identification signs may be increased to one square foot per 500 square feet of gross leaseable building area, with a maximum display surface area of 300 square feet.~~

REVISED

D. I Districts.

1. **Number of Signs.** Only one on-site freestanding sign shall be permitted on a lot, at a shopping center, or at a mall; provided, only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.

2. **Off-Site.** Off-site freestanding signs shall be prohibited.

3. **Freestanding Signs.** Freestanding signs shall be subject to the following:

a. **Display Surface Area.** Display surface area shall not exceed ten square feet; provided, the display surface area may be increased two square feet for each one foot the sign is set back from street right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is set back from street right-of-way 40 feet or more shall be 75 square feet; provided further, the maximum display surface area for an on-site freestanding sign located on property which abuts a controlled access highway shall be 200 square feet.

b. Setback from Right-of-Way. Set back shall be a minimum of 15 feet from street right-of-way; provided, an on-site freestanding sign located on property which abuts a controlled access highway shall be set back a minimum of 40 feet from street right-of-way of the service road.

c. Adjoining Property. Signs may be erected a minimum of one foot from adjoining property; provided, however, said signs must be set back 25 feet from the boundary of any R or R-O District.

E. P Districts. Freestanding signs other than those permitted in §174.10 shall be prohibited and no freestanding sign shall hereafter be erected in the P Districts.

F. Space of Off-Site, Freestanding Signs. No two off-site, freestanding signs shall be spaced less than 200 feet apart; provided, the minimum spacing provided hereby shall not apply to signs separated by buildings or other obstructions in such a manner that only one sign is visible from the street or highway at any one time.

(Code 1991, §158.47; Code 1965, §17B-9; Ord. No. 1893, 12-19-72; Ord. No. 3008, 5-1-84; Ord. No. 3029, 8-21-84; Ord. No. 3294, 9-15-87)

G. ADD
H. ADD
SEE PROPOSED ORDINANCE.

§ 174.11 PROJECTING SIGNS.

A. Sidewalks. It shall be unlawful to erect any projecting sign that projects from the wall of a building upon which it is erected a distance of more than two-thirds of the width of the sidewalk (in those instances where there is a sidewalk next to the building) or within two feet of street right-of-way (in those instances where there is no sidewalk next to the building); provided, no projecting sign shall project more than six feet from the wall of the building upon which it is erected.

B. Location. Projecting signs shall be located on the vertical surface of a building and shall not be higher than the eave or rafter line, whichever is higher. Projecting signs shall clear grade level below the sign by a minimum of eight feet.

C. Display Surface Area. The display surface area of a projecting sign shall not exceed 16 square feet. Only one projecting sign per business shall be permitted and a projecting sign shall not be permitted on property which has a freestanding sign.

D. Off-Site. Off-site projecting signs shall be prohibited in all zoning districts.

E. On-Site. On-site projecting signs shall be prohibited in A-1 and R zoning districts.

(Code 1991,§158.48; Code 1965, §17B-10; Ord. No.1893,12-19-72; Ord. No.2255,7-20-76)

§174.12 WALL SIGNS.

A. Projection.

1. General. Wall signs shall not project more than 18 inches from the surface upon which they are mounted.

2. Mansard Roof. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground.

B. Number of Signs.

1. Multiple Tenants. Where a building houses more than one business, wall signs shall be limited in number to one wall sign per business on each wall with a limit of four wall signs per business per building.

2. Single Tenant. Where a building houses only one business, a maximum of four wall signs may be placed on one wall, but no more than four wall signs may be placed on the building.

C. Display Surface Area.

1. Number of Signs. The display surface area of all wall signs on any one wall shall not exceed 150 square feet or 20% of the area of the wall on which they are located, whichever is greater.

2. Multiple Tenants. In the event a building which houses multiple tenants does not front on the street or highway from which principal access to the building is obtained, the display surface area of each sign on a wall shall not exceed 150 square feet or 20% of the area of the wall and the display surface area of all wall signs on the wall facing said street or highway shall not exceed the area of the wall.

D. Off-Site Wall Signs. Off-site wall signs shall be prohibited in all zoning districts.

E. Limitations in R and RO Districts. In R and R-O zoning districts, the following limitations shall apply:

1. Number of Signs. Limit of one on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street.

2. Display Surface Area. Display surface area shall not exceed 16 square feet.

(Code 1991, §158.49; Code 1965, §17B-11; Ord. No. 1893, 12-19-72; Ord. No. 2309, 2-15-77; Ord. No. 3217, 10-21-86; Ord. No. 3294, 9-15-87)

§174.13 AREA SIGNS.

~~**A. Size/Location.** The size and location of the fence, wall, or other structure which will contain the area identification sign, must be approved by the Building Inspector, who will approve such structure upon the criterion of traffic safety sight lines.~~

~~**B. Display Surface Area.** The maximum display surface area of area identification signs shall not exceed 32 square feet.~~

DELETE

(Code 1991, §158.50; Code 1965, §17B-11.1; Ord. No. 1996, 4-16-74)

Cross Reference: General Provisions, Chapter 150; Definitions, Chapter 151; Enforcement, Chapter 153; Fees, Chapter 159; Variances, Chapter 156; Boards and Commissions, Chapter 33; Appeals, Chapter 155.

CHAPTER 151: DEFINITIONS

Definitions. For the purpose of Title XV: Unified Development Ordinance, the following definitions shall apply to the divider sections, chapters, sections or subsections, unless the context clearly indicates or requires a different meaning.

Accessory Community Structures. (Mobile Homes and Parks Opened or Expanded after 4-20-72) A structure or a portion of a structure for commercial use that is located in a mobile home park and which is intended solely for the convenience of the residents or occupants of the mobile home park.

Accessory Structures. (Mobile Homes and Parks Opened or Expanded after 4-20-72) Any structural addition to the mobile home such as awnings, cabanas, carports, Florida rooms, porches, patio covers, and similar additions.

Accessory Use or Structure. (Zoning Regulations) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Active Open Space. (Development) An area intended for rigorous activity such as tennis, baseball, badminton, and other games requiring physical exertion.

Adult Arcade. (Zoning) Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled image producing devices are maintained to show images to five or fewer viewers at one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas".

Adult Bookstore or Adult Video Store. (Zoning) A commercial establishment whose principal business purpose is to offer for sale or rental for any form of consideration any one or more of the following: Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas".

Adult Cabaret. (Zoning) A nightclub, bar, restaurant, or similar commercial establishment which regularly features:

A. Persons who appear in a state of nudity; or

B. Live performances which are characterized by the exposing of "specified sexual activities" or "specified anatomical areas"; or

C. Films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction of "specified sexual activities' or "specified anatomical areas".

Adult Motion Picture Theater. (Zoning) A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown, excluding those which are rated by the

Motion Picture Association of America, which emphasize "specified sexual activities".

Adult Theaters. (Zonings) A theater, concert hall, auditorium, or similar commercial establishment, which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified sexual activities" or "specified anatomical areas".

Airport. (Airport Zone) Fayetteville Airport.

Airport Elevation. (Airport Zone) One thousand two hundred fifty-one feet above mean sea level.

Alley. (Development) A minor public way dedicated to public use for utility easements and vehicle access to the back or the side of properties abutting a street.

Approach Surface. (Airport Zone) A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In a plane the perimeter of the approach surface coincides with the perimeter of the approach.

Approach, Transitional, Horizontal and Conical Zones. (Airport Zone) Those zones as set forth in §165.01.

Approval. (Physical Alteration of Land) A written authorization by the City Engineer.

Area Identification Sign. (Signs) A sign to identify a common area containing a group of structures, or a single structure on a minimum site of five acres, such as a residential subdivision, apartment complex, industrial park, mobile home park, or shopping center, located at the entrance or entrances of the area, and consisting of fence or wall or archway with letters or symbols affixed thereto.

As-Graded (Physical Alteration of Land). The surface condition on completion of grading.

Banner. (Signs) Any sign printed or displayed upon cloth or other flexible material, with or without frames.

Base Flood. (Stormwater Management, Drainage and Erosion Control) The flood having a 1% chance of being equalled or exceeded in any given year, also referred to as the 100 year storm event.

Beacon. (Signs) A stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Agency or similar agencies.

Bed and Breakfast Facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast to paying customers.

Board of Adjustment. (Airport Zone) The Board of Adjustment established by Chapter 33.

Buildable Area. (Zoning) The portion of a lot remaining after required yards have been reserved.

generating occupation, profession or avocation conducted in a dwelling unit by one or more members of the family occupying the premises shall be considered a residential use and not a commercial use. The term home occupation shall include a child care facility handling not more than six children at one time.

Horizontal Surface. (Airport Zone) A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plane coincides with the perimeter of the horizontal zone.

Horsepower. (Building Regulations) The equivalent to 746 watts.

Housing Board. (Mobile Homes and Parks)(Mobile Homes and Parks Opened or Expanded after 4-20-72) The housing board established by the City.

House, Lodging or Rooming. (Zoning) A dwelling or building where lodging is provided for two or more persons for compensation, pursuant to previous arrangements, but which is not available to transients and with which no table board is furnished.

Hydroseed. (Physical Alteration of Land) A machine blown mixture of mulch, seed and sometimes fertilizer.

Illuminated Sign. (Signs) Any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper.

Illumination, Direct. (Signs) Illumination which is so arranged that the light is directed into the eyes of the viewer from the light source.

Illumination, Indirect. (Signs) Illumination so arranged that the light is reflected from the sign to the eyes of the viewer.

Independent Mobile Home. (Mobile Homes and Parks)(Mobile Homes and Parks Opened or Expanded after 4-20-72) A mobile home which has a flush toilet and a bath or shower.

Impervious Surface. (Stormwater Management, Drainage and Erosion Control) A surface that has been compacted or covered so that it is highly resistant to infiltration by water.

Improvements. (Development) Physical changes made to property to prepare it for development such as street grading, drainage structures, street surface, sidewalks, curbs, gutters, utility lines, bridges and similar items.

Intermittent Stream. (Stormwater Management, Drainage and Erosion Control) A stream that carries water part of the year is dry another part but receives flow from the groundwater table when it is high enough.

Joint Identification Sign. (Signs) A sign which serves as common or collective identification for a group of persons or businesses operating on the same zone lot (e.g., shopping center, office complex, etc.). Such sign may name the persons or businesses included but carry no other advertising matter.

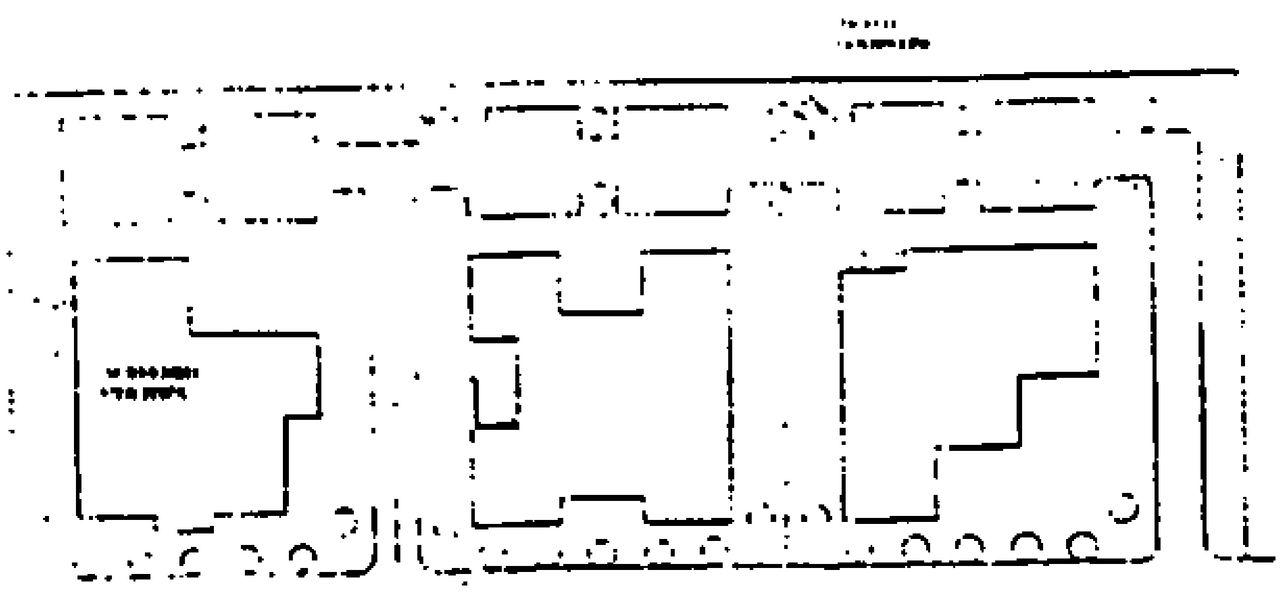
Land Disturbance. (Tree Protection and Preservation) Clearing, scraping, grubbing, or otherwise removing or destroying the vegetation of a site, or adding, removing, exposing, excavating, leveling, grading, digging, tunneling, trenching, burrowing, dumping, piling, dredging or application of

b. Chain Link. Chain link fence is prohibited if closer to the street than the front of the building in zoning districts C-1, C-2, C-3, C-4 and R-O. Residential uses are exempt from this requirement.

c. Height of Fences in Front Buildings. Fences located in front of the primary structure may be solid up to 30 inches in height. Any part of a fence which exceeds 30 inches in height shall not obstruct the view of the primary structure from the right-of-way.

4. Site Coverage. A maximum of 85% of the development site may be covered by the ground floor of any structure, parking lots, sidewalks, and private streets and drives or any other impermeable surface. Zoning districts C-3, C-4 and the design overlay district are exempt from this requirement.

5. Driveways. Shared drives and cross access between properties shall be encouraged to developed and undeveloped properties, except in C-3 and C-4 zones.



D. Design Elements Guidelines for Commercial Structures.

1. The elements to avoid or minimize include:

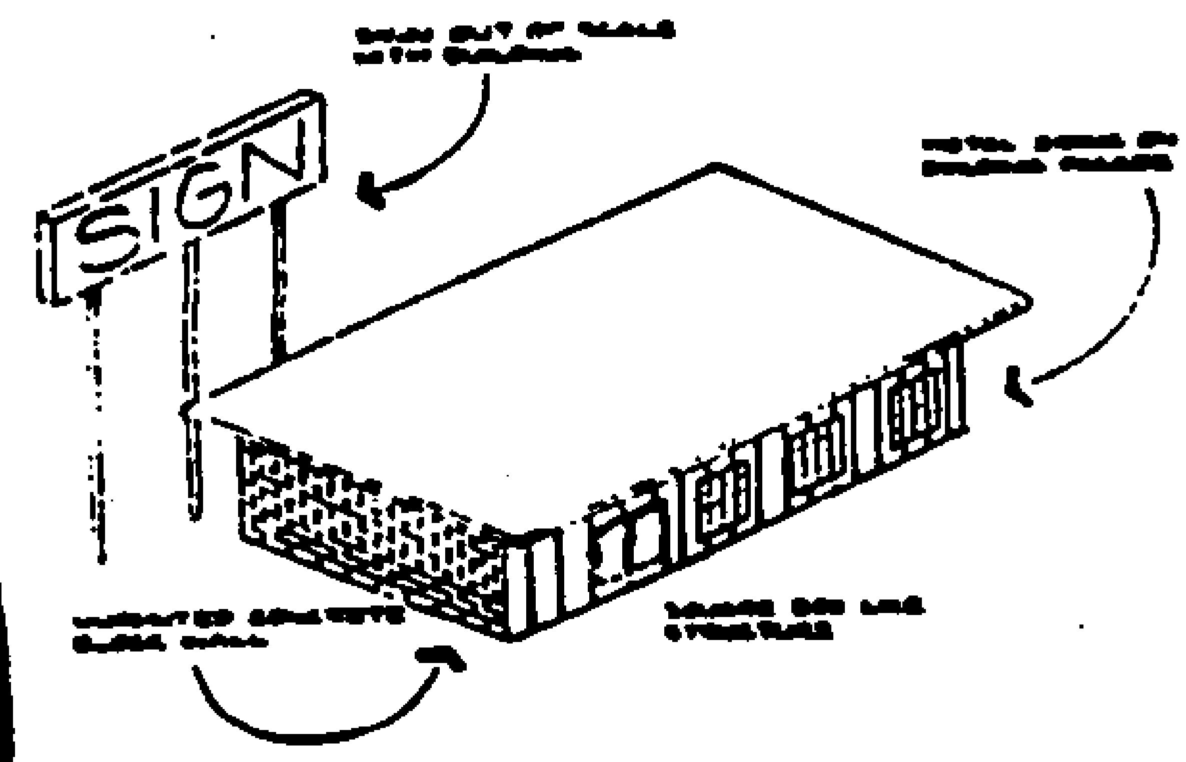
a. Unpainted concrete precision block walls.

b. Square "boxlike" structures.

c. Metal siding which dominates the main facade.

d. Large blank, unarticulated wall surfaces.

e. Large out of scale signs with flashy colors.



2. Construction and appearance design standards for commercial structures.

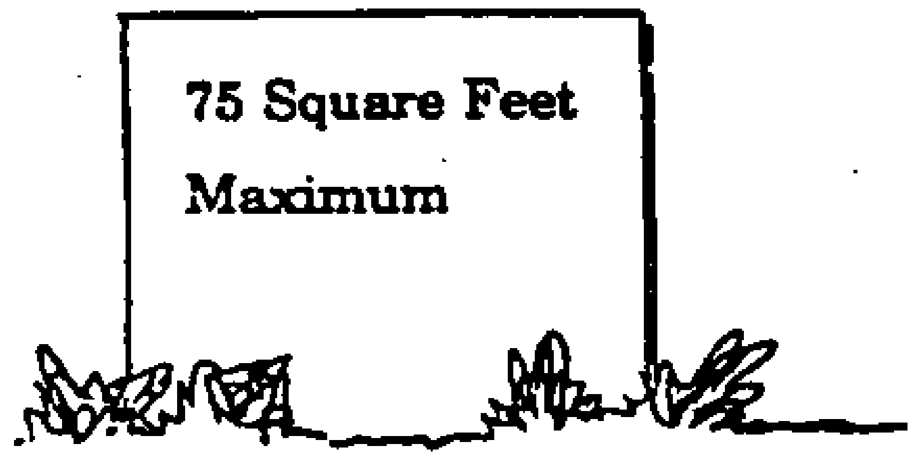
a. A commercial structure or development shall be designed to avoid or minimize the elements set forth in D.1. above.

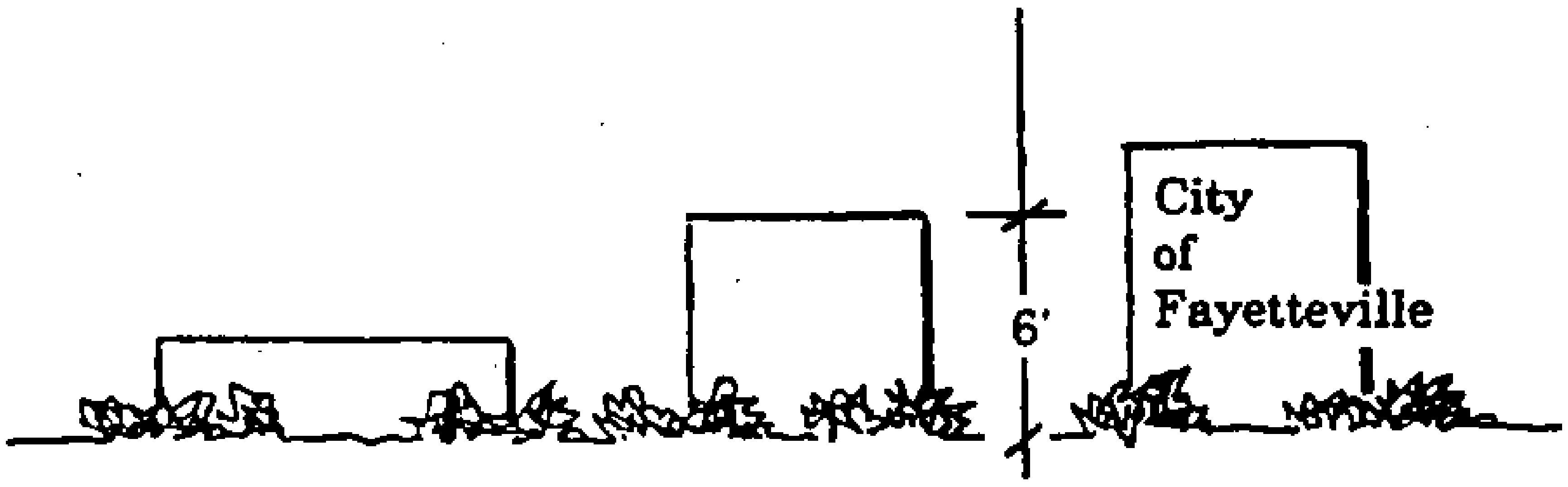
b. A commercial development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site.

5. Signage. ' OVERLAT DISTRICT '

a. Nonresidential Free Standing Signs.

(1). Each separate nonresidential lot will be allowed a single ground-mounted (monument) sign located on the building site. In the case of lots with double frontage, two ground-mounted (monument) signs shall be allowed.

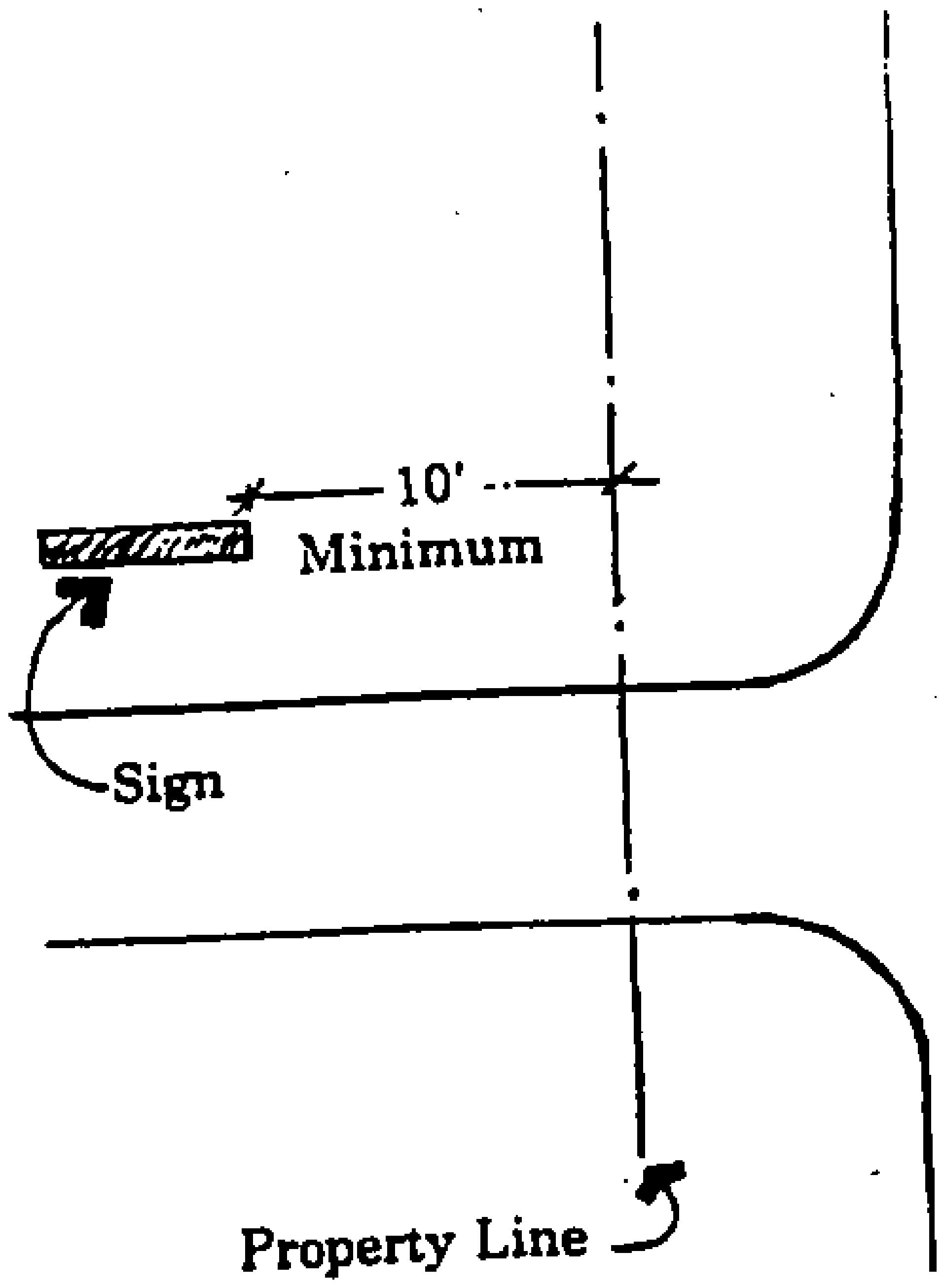




Do This

Don't Do This

(2). The sign shall be a maximum of six feet high, 75 square feet in area, and set back a minimum of 10 feet from the property line.



b. Wall Signs. One wall sign may be installed per business. Sign area shall not exceed 20% of that wall area or 200 square feet, whichever is less. A second sign may be allowed if it is determined that the structure has more than one front facing a street or highway right-of-way.

c. Illumination. Only indirect lighting may be used for illumination of all signs.

d. Multiple Tenants. The owner of the building shall be responsible for the provision of one monument sign with sign area for multiple tenants.

e. Sign Content. Content of monument and wall signs shall be limited to the name of the business. Advertising shall not be permitted on the structure, wall sign or monument.

CHAPTER 155: APPEALS

§155.01 CIRCUIT COURT. Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Sign Appeal, and the Board of Adjustment shall be taken to the Circuit Court of Washington County.

(A.C.A. §14-56-425; Code 1991, §160.175; Code 1965, App. A, Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 3925, §7, 10-3-95)

§155.02 FORM/TIME/PLACE. Unless an appeal is filed with the Court, the following requirements shall be met:

A. Form. All appeals shall be submitted in writing referencing the applicable UDO section(s) and setting out the reasons the applicant contends the decision was in error.

B. Time.

1. Appeals. Appeals shall be submitted within 10 working day from the date of the final action taken.

2. Hearings. The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

C. Place. Appeals shall be filed with the following:

1. City Clerk. Appeals made to the City Council shall be filed with the City Clerk.

2. City Planner. Appeals made to the Planning Commission; Board of Adjustment, for zoning matters; and Board of Sign Appeals shall be filed with the City Planner.

3. Inspection Division Director. Appeals made to the Board of Adjustment shall be filed with the Inspection Division Director.

§155.03 STAY. An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the Chapter certifies that a stay would, in their opinion cause imminent peril to life or property.

(Code 1991, §160.173; Code 1965, App. A, Art. 13(3); Ord. No. 1747, 6-29-70)

§155.04 ALDERMAN APPEAL ON BEHALF OF RESIDENT. An alderman may bring an appeal on behalf of any resident of the City on actions which are appealable to the City Council as set forth below.

§155.05 APPEALS FROM PLANNING COMMISSION DECISIONS.

A. Appeals to City Council. The following Planning Commission decisions may be appealed to the City Council:

1. Rezoning Request. Owners of record may appeal the decision to deny a rezoning request.

made in the administration of Airport Zone, Chapter 165, may appeal.

(Code 1991, §160.172; Code 1965, App. A, Art. 19(2); Ord. No. 1747, 6-29-70; Ord. No. 2538, 7-3-79; Ord. No. 3716 §2, 6-15-93; Ord. No. 3925, §7, 10-3-95)(Code 1991, § 159.65; Code 1965, App. C., Art. V,§A; Ord. No. 1750, 7-6-70)(Code 1991, §160.176 (A)&(B); Code 1965, App. A, Art. 10(6); Ord. No. 1747, 6-29-70; Ord. No. 2252, 7-6-76) (Code 1991, §150.03; Code 1965, App. B, §III, Ord. No. 2697, 1-20-81)

C. Appeals to the Board of Sign Appeals. The following Staff Interpretations/ Decisions may be appealed to the Board of Sign Appeals:

Building Inspector. A person aggrieved by an interpretation or decision of the Building Inspector regarding signs may appeal.

(Code 1991, §158.67(B); Code 1965, §17B-11.2(e); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88) (Code 1991, §158.68(A)&(B); Code 1965, §17B-11.2(d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92)

D. Appeals to the Planning Commission. The following Staff Interpretations/Actions may be appealed to the Planning Commission:

1. Floodplain Administrator. Any person aggrieved may appeal the decision of the Floodplain Administrator.

2. City Planner/ Development. Owners of Record may appeal the interpretation of the development requirements by the City Planner.

3. City Engineer/Grading Requirements. Any person aggrieved may appeal the decision of the City Engineer related to grading requirements.

4. Landscape Administrator. Any person aggrieved may appeal the decisions of the Landscape Administrator related to landscape and tree preservation and protection requirements.

(Code ~~1991~~, §162.03 (B)&(C); Ord. No. 3699, §3, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §9, 4-16-96)

E. Appeals to the Construction Board of Adjustment and Appeals. When the administrative authority under Chapter 173. shall disapprove an application, or the applicant is aggrieved by the interpretation of the administrative authority, the applicant may appeal the decision to the Construction Board of Adjustment and Appeals.

§155.07 APPEALS FROM BOARD OF SIGN APPEALS.

Appeals to City Council. Board of Sign Appeals Decisions may be appealed to the City Council by any member of the City Council. Following such hearing, the City Council may affirm, modify, or reverse any finding and decision of the Board of Sign Appeals, or may refer the matter back to the Board of Sign Appeals for additional findings.

(Code 1991, §158.67; Code 1965; §17B-11.2(e); Ord. No. 2109, 6-3-75; Ord. No. 2583, 12-4-79; Ord. No. 3152, 11-19-85; Ord. No. 3340, 3-15-88)(Code 1991, §158.67; Code 1965, §17B-11.2(e); Ord. No. 2109, 6-3-

§156.04 STORMWATER, DRAINAGE AND EROSION CONTROL. Certain variances of the Stormwater Management, Drainage and Erosion Control regulations may be applied for as follows:

Criteria. A variance may be granted from any requirement of the Stormwater Management, Drainage and Erosion Control regulations using the following criteria:

A. Special Circumstances. There are special circumstances applicable to the subject property or its intended use; and

B. Results. The granting of the variance will not result in:

1. Surface Water Runoff. An increase in the rate or volume of surface water runoff;

2. Adjacent Property. An adverse impact on any adjacent property, wetlands, watercourse, or water body;

3. Water Quality. Degradation of water quality; or

4 Objectives. Otherwise impairing attainment of the objectives of Chapter 170.

§ 156.05 SIGN REGULATIONS.

Consideration by the Board of Sign Appeals. Certain variances of the Sign regulations may be applied for as follows:

A. General. The Board of Sign Appeals shall consider requests for variances from the literal provisions of the Sign regulations for the creation of a new sign in instances where strict enforcement of the Sign regulations would cause practical difficulties due to circumstances unique to the individual sign under consideration, and granting such variance only when it is demonstrated that such action will be in keeping with the spirit and intent of the Sign regulations.

1. Prohibited. The Board shall not permit as a variance any sign the erection of which or the continuance of which is prohibited by Chapter 174.

2. Strict Enforcement Unreasonable. The Board may grant a variance from the provisions of Chapter 174 where strict enforcement would be unreasonable.

3. Unique circumstances. To hear requests for variances from the literal provisions of Chapter 174 for the erection of a new sign in instances where strict enforcement would cause practical difficulties due to circumstances unique to the individual sign under consideration, and grant such variance only when it is demonstrated that such action will be in keeping with the spirit and intent of Chapter 174.

a. The Board shall not permit as a variance any sign the erection of which or the continuance of which is prohibited by §§ 174.05, 174.07, 174.08 A.,B.,C.,D., E., F., G., and I., 174.09, and 174.03 R. The Board may grant a variance from the provisions of §174.06 A., B., and D. where strict enforcement would be unreasonable.

b. The Board may impose reasonable conditions in the granting of a variance to ensure compliance and to protect adjacent property. A violation of such conditions shall constitute a violation.

Cross Reference: Enforcement, Chapter 153.

c. In exercising the above mentioned powers, the Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make

C.1 PAGE 27

such order, requirement, decision, or interpretation as ought to be made.

d. A concurring vote of a majority of the members present shall be necessary to reverse any order, requirement, decision or determination of the Building Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass or to effect any variation in Chapter 174.

e. Any variance granted by the Board of Sign Appeals shall automatically be revoked if the applicant does not comply with the terms of the variance within 30 days from the granting thereof; and, the applicant shall be required to comply with the literal provisions of Chapter 174.

B. Roof Signs. The Board of Sign Appeals may grant a variance for a roof sign only in those cases where the applicant demonstrates practical difficulties in utilizing a wall sign and demonstrates that the variance will be in keeping with the spirit and intent of the Sign regulations.

§156.06 AIRPORT ZONE.

A. Board of Adjustment. The Board of Adjustment shall have the authority to grant variances from the height limits prescribed in Chapter 165. Any person desiring to erect any structure or increase the height of any structure or permit the growth of any object of natural growth, in excess of the heights prescribed, must apply in writing to the Board of Adjustment for a variance. Such variance shall be allowed upon a showing of practical difficulty or unnecessary hardship, together with a showing that the structure or object of natural growth in question will not cause an undue hazard to aircraft operations at the airport.

B. Determination from Federal Aviation Administration. The application for a variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of a proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Additionally, no application for a variance may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Airport Manager for comment as to the aeronautical effects of the variance. If the Airport Manager does not respond to the application within 15 days after receipt thereof, the Board of Adjustment may grant or deny said application.

C. Marking and Lighting. In granting any application for any permit or variance, approval may be conditioned as to require the owner of the structure or object of natural growth in question to install and maintain obstruction markings or lights.

D. Findings of Fact. Written findings of fact and conclusions of law shall be made by the Board of Adjustment based upon the evidence offered at the public hearing.

Cross Reference: Chapter 156, Notification and Public Hearings

AGENDA SESSION
JANUARY 11, 2000

FOR

CITY COUNCIL MEETING
JANUARY 18, 2000

ADDITIONAL INFORMATION:

1. **XEROX COPIERS:** Additional information for item C. 4.

NEW ITEMS:

1. **ALLTEL COMMUNICATIONS:** Temporary revocable license for buried fiber optic communication cable.

2. **WATER MAIN FOR NEW MIDDLE SCHOOL:** Agreement with Fayetteville Public Schools for construction of an 8" water main and a change order with McClinton Anchor.

3. **EGIS CONSULTING:** Professional services with EGIS for the Arkansas Research and Technology Park.

AGENDA SESSION
JANUARY 11, 2000

FOR

CITY COUNCIL MEETING
JANUARY 18, 2000

ADDITIONAL INFORMATION:

1. **XEROX COPIERS:** Additional information for item C. 4.

NEW ITEMS:

1. **ALLTEL COMMUNICATIONS:** Temporary revocable license for buried fiber optic communication cable.

2. **WATER MAIN FOR NEW MIDDLE SCHOOL:** Agreement with Fayetteville Public Schools for construction of an 8" water main and a change order with McClinton Anchor.
Needed signed agreement w/ School.

3. **EGIS CONSULTING:** Professional services with EGIS for the Arkansas Research and Technology Park.

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Peggy Vice	Purchasing	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approve a bid waiver and a contract with Xerox Corporation for the purchase of two network copiers. Replacement of contract for non-networked copiers.

COST TO CITY:

$27,540 (Base Cost)	$ 292,467	Office Supplies/Printing
Cost of this Request	Category/Project Budget	Category/Project Name
XXXX-XXXX-5200.00	$ -0-	CITY WIDE
Account Number	Funds Used To Date	Program Name
N/A	$ 292,467	CITY WIDE
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	1-10-00 Date	Internal Auditor	1-10-00 Date
City Attorney	1-10-00 Date	ADA Coordinator	Date
Purchasing Manager	1-10-00 Date		

STAFF RECOMMENDATION: Staff recommends approval.

Division Head — 1-7-00 Date

Department Director — Date

Administrative Services Director — 1-10-00 Date

Mayor — 1/11/00 Date

Cross Reference

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

Prev Ord/Res #: ____

Orig Contract Date: ____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna & Council Members

THRU: John McGuire, Administrative Services Director

FROM: Peggy Vice, Purchasing Manager PVice

DATE: January 7th, 2000

RE: Copier Contract Approval & Bid Waiver

Staff recommends approval of a 36 month lease contract with Xerox for two DC265ST printer/copiers. These machines will replace the contract for the two 5385 copiers that were contracted for with Xerox but, did not work out. Xerox has worked with the City in resolving this issue and has had two machines on trial here since July of 1999. The trial machines are like the machines we are requesting a contract be awarded for except they have a network card allowing City staff to send print jobs directly from their computer.

These are the only machines on the market capable of operating at a reasonable speed as a printer from a network. This feature will save considerable staff time and alleviate the need for individual printers in each office. The University of Arkansas has recently purchased these machines on a sole source bid waiver.

The price of these copiers is $1,147.50/month each. The machines we are currently contracted for are $1,150.00/month each.

A bid waiver is requested to be approved by the Council to allow the City's current contract with Xerox to be canceled and a new contract approved with Xerox for the new machines.

These copiers are utilized by each City division and cost is allocated according to the number of copies each division makes. Outlying divisions connected to the network will be able to utilize these machines to run large copy jobs they normally send out to a printer. They can initiate their jobs from the office and the copy job will be ready, depending on the size of the job, when they get to City Hall to pick it up.

Total Document Solutions, Inc.

January 5, 2000

Ms. Peggy Vice
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Peggy:

The following is a strategy for a resolution to the Xerox contract with the City of Fayetteville.

1. Replace existing 2-5385's (s/n 88y4300123 on the 3rd floor and s/n 88y008492 on the 1st floor) with 2 Xerox DC265ST copiers/printers
2. Conclude the trial period of 2-DC265's copiers upon installation of the 2-new DC265ST's
3. Cancel the current 2-5385's lease and service contracts upon the installation date of the new DC265ST's

The above actions are contingent upon approval by Xerox Corporation and are meant to resolve any and all issues that the City of Fayetteville may have with regards to current Xerox contract.

Tim Stanley
President – TDS, Inc.

Date 01/05/99

Ms. Peggy Vice, Purchasing.
City of Fayetteville

________________ Date _____

Total Satisfaction Guarantee

XEROX TOTAL SATISFACTION GUARANTEE

If you are not totally satisfied with any Xerox equipment acquired by you from Xerox (including Sales Agents and participating Dealers and Retailers), Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective for 3 years following the Equipment delivery, unless the equipment is financed by Xerox for more than 3 years, in which event it will be effective during the entire term of Xerox financing (except for certain home-office and previously-installed models which receive coverage for one year). This guarantee applies only to equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance agreement.

THE DOCUMENT COMPANY

XEROX

LEASE AGREEMENT

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 1

Customer Legal Name (Bill to)	City of Fayetteville
Name Overflow (if needed)	
Street Address	113 West Mountain
Box#/Routing	
City, State	Fayetteville, AR
Zip Code	72701-
Tax ID#	71-6018462
Customer Name (Install)	City of Fayetteville
Name Overflow (if needed)	
Installed at Street Address	113 West Mountain
Floor/Room/Routing	
City, State	Fayetteville, AR
Zip Code	72701-
County Installed In	Washington
Customer Requested Install Date	01/24/2000

Check all that apply

- ☐ Tax Exempt (Certificate Attached)
- ☐ Assoc./Coop. Name: ____
- ☐ Negotiated Contract #: ____ ____
- ☐ Attached Customer P.O. #s: Supplies: ____ Lease: ____
- ☒ State or Local Government Customer

Int. Rate: % Total Int. Payable: $

☐ **Replacement/Modification of Prior Xerox Agreement**

Agreement covering Xerox Equipment Serial# (or 95#): ____
is hereby ☐ modified ☐ replaced. Effective Date:
Comments:

Lease Information

Lease Term : 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt. : ☐ Xerox (95#): ____ ☐ 3rd Party Eq.
Amt Refin: $ ____ Int Rate: % ____ Total Int Payable: $ ____

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : **MINIMUM MONTHLY LEASE PAYMENT** (excl. of applic. taxes)

Min. Lease Payment Freq. (excluding excess meter charges)
☐ Monthly ☐ Other
☐ Quarterly ____
☐ Semi-Annual
☐ Annual

Min. Lease Payment Mode
☐ Advance ☐ Arrears

Price Information ☐ **Adjustment Period**

Price Information		Period A - Mos. Affected: -		Period B - Mos. Affected: -	
Monthly Base Charge	$ 1147.50	Monthly Base Charge	$	Monthly Base Charge	$
Print Charge Meter 1:		Print Charge Meter 1:		Print Charge Meter 1:	
Prints 1 - 25000	$ 0.0000	Prints 1 -	$	Prints 1 -	$
Prints 25001 - +	$ 0.0102	Prints -	$	Prints -	$
Prints -	$	Prints -	$	Prints -	$
Print Charge Meter 2:		Print Charge Meter 2:		Print Charge Meter 2:	
Prints 1 -	$	Prints 1 -	$	Prints 1 -	$
Prints -	$	Prints -	$	Prints -	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	25000	Mo. Min.# of Prints (based on Meter 1 Print Charges)		Mo. Min.# of Prints (based on Meter 1 Print Charges)	

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☐ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $ ____
☐ Price of Replacmnt. Equip.: $ ____

☐ **K-16 Billing Suspension** (check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: ____ / $ ____ mo.
☐ Comp. Replacement Program: $ ____
☒ Attached Addenda
form# 51860-1 (1) form# ____

Agreement Presented By:
Name Tim Stanley Phone 501-575-0770

Xerox Corporation - Acceptance By:
Name ____ Date ____
Signature ____

Customer:
Name Fred Hanna Phone: 501-575-8289
Title Mayor Date ____
Signature ____

PLEASE SIGN & DATE

ADDENDUM TO FINANCE

PROFESSIONAL SERVICES CONTRACT FEES

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms which shall be additive to those found elsewhere in the Agreement:

1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (Additional Products)

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 2

Customer Legal Name (Bill to) City of Fayetteville
Name Overflow (if needed)
Date of Customer Signature on Attached Agreement
Customer Name (Install) City of Fayetteville
Name Overflow (if needed)
Installed at Street Address 113 West Mountain
Floor/Room/Routing
City, State Fayetteville, AR
Zip Code 72701-
County Installed In Washington
Customer Requested Install Date 01/24/2000

Check all that apply

☐ Attached Customer P.O. #s: Supplies: ______
Lease: ______
☒ State or Local Government Customer
Int. Rate: % Total Int. Payable: $
☐ **Replacement/Modification of Prior Xerox Agreement**
Agreement covering Xerox Equipment Serial# (or 95#): ______
is hereby ☐ modified ☐ replaced. Effective Date:
Comments:

Lease Information

Lease Term: 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt.: ☐ Xerox (95#): ______ ☐ 3rd Party Eq.
Amt Refin: $ ______ Int Rate: % Total Int Payable: $ ______

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : **MINIMUM MONTHLY LEASE PAYMENT** (excl. of applic. taxes)

Price Information

Monthly Base Charge		$ 1147.50
Print Charge Meter 1:		
Prints	1 - 25000	$ 0.0000
Prints	25001 - +	$ 0.0102
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) 25000

☐ **Adjustment Period**

Period A - Mos. Affected:	-		Period B - Mos. Affected:	-	
Monthly Base Charge		$	Monthly Base Charge		$
Print Charge Meter 1:			Print Charge Meter 1:		
Prints	1 -	$	Prints	1 -	$
Prints	-	$	Prints	-	$
Prints	-	$	Prints	-	$
Print Charge Meter 2:			Print Charge Meter 2:		
Prints	1 -	$	Prints	1 -	$
Prints	-	$	Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) ______ Mo. Min.# of Prints (based on Meter 1 Print Charges) ______

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☐ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $ ☐ Price of Replcmnt. Equip.: $

☐ **K-16 Billing Suspension**
(check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: ______ / $ ______ mo.
☐ Comp. Replacement Program: $ ______
☐ Attached Addenda
form# ______ form# ______

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1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

GENERAL TERMS: The following terms apply to all lease transactions:

1. PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being purchased for your own use (rather than resale) and that they will not be used primarily for personal, household or family purposes.

2. CREDIT HISTORY. As part of this transaction, Xerox may investigate your credit history. Even if Products have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

3. PAYMENT. Payment is due when you receive our invoice. All applicable taxes shall be added to your payment amount (unless you provide proof of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. You are not responsible for paying personal property taxes on the Products.

4. BASIC SERVICES. Xerox will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such equipment to be designated as "No Svc."):

A. REPAIRS AND PARTS. Xerox will make adjustments and repairs necessary to keep Equipment in good working order (including such adjustments or repairs required during initial installation). Parts required for repair may be new, reprocessed, or recovered. All replaced parts/materials will become Xerox' property.

B. HOURS AND EXCLUSIONS. Unless otherwise stated, Basic Services will be provided during Xerox' standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

C. INSTALLATION SITE AND METER READINGS. The equipment installation site must conform to Xerox' published requirements throughout the term of this Agreement. If applicable, you must provide meter readings in a manner prescribed by Xerox. If you fail to provide timely readings, Xerox may estimate them and bill you accordingly.

D. REMEDY. If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy, replace the Equipment with an identical product or, at Xerox' option, another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions.

E. CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for a product utilizing cartridges designated by Xerox as customer replaceable ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States.

F. OPERATOR MAINTENANCE PROCEDURES FOR DOCUCOLOR 70 AND DOCUCOLOR 100. If Xerox is providing Basic Services for your DocuColor 70 or DocuColor 100, you agree to perform all operator maintenance procedures set forth in the applicable Printer Operator Guides (including the purchase of all referenced parts, tools, and supplies).

G. PC/WORKSTATION REQUIREMENTS. In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox' published specifications.

5. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend and indemnify you if any Product is alleged to infringe someone else's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this paragraph including but not limited to infringement based upon a Product being modified to your specifications or being used or sold with products not provided by Xerox.

7. LIMITATION OF LIABILITY AND ASSIGNMENT. Neither party shall be liable to the other for any direct damages greater than the amounts payable hereunder nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. You may not assign any of your rights or obligations under this Agreement without Xerox' prior written consent.

8. ASSIGNMENT BY XEROX. In the event Xerox assigns any of its obligations under this Agreement, Xerox shall remain primarily responsible for their performance; any claim or defense you may have relating to these obligations must be asserted only against Xerox and not its assignee.

9. MINIMUM LEASE PAYMENTS. The Minimum Lease Payment, along with any additional Print Charges, covers your cost for the use of the Equipment and its maintenance. The Minimum Lease Payment (which may be billed on more than one invoice) shall consist of the total of (1) any Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). For full-color equipment, color copies are counted on Meter 1.

10. MAINTENANCE COMPONENT PRICE INCREASES. Xerox may annually increase that amount of your Minimum Lease Payment and Print Charges you are charged for the maintenance of the Equipment (the "Maintenance Component"), each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

11. TITLE, RISK, AND RELOCATION. The title to the Equipment shall remain with Xerox unless and until you exercise your option to purchase the Equipment. The risk of loss due to your fault or negligence, as well as theft or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment. Unless and until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox. All parts/materials replaced as part of an upgrade will become Xerox' property.

12. RENEWAL. Unless either party provides notice at least 30 days before the end of the lease term of its intention not to renew the lease, it will be renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least 30 days notice.

13. BREACH. If you breach this Agreement, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. Once these sums are paid, title shall pass to you.

14. CARTRIDGES. To enhance print quality, Xerox has designed the cartridge used in certain equipment models to cease functioning at a predetermined point (details regarding specific models are available upon request). In addition, certain cartridges are sold as Environmental Partnership cartridges; you agree these cartridges shall remain Xerox property and that you will return them to Xerox for remanufacturing once you have run them to their cease-function point.

15. EQUIPMENT STATUS. In support of Xerox' environmental leadership goals, and unless you are acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured", which may contain some recycled components that are reconditioned ; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

16. PURCHASE OPTIONS. You may purchase the Equipment at the end of the lease term for the Purchase Option indicated in this Agreement (i.e., either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ["FMV"]). You may purchase the Equipment at any time during the

lease by paying (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. When these amounts have been fully paid, title to the Equipment will transfer to you.

17. PROTECTION OF XEROX' RIGHTS. Unless and until you purchase the leased Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox' rights as the Equipment Lessor (including the perfection of Xerox' purchase money security interest that shall attach to all Equipment for which the Purchase Option is a set dollar amount).

18. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original; in addition, Xerox may accept this Agreement either by its signature or commencing performance (e.g., Equipment delivery). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorneys' fees.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, or Document Centre Products:

19. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including but not limited to operating system software, provided with or within the Equipment ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software nor to any software and accompanying documentation made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not (1) distribute, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of these software provisions).

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox' then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox' rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

20. DCS SOFTWARE. If you are acquiring any Application Software under this Agreement designed to work with a Xerox Document Centre System ("DCS"), Xerox grants you a license that in addition to the terms set forth above shall allow you to install this software on your networked workstation or server. Once installed, all of your organization's users within the United States connected to the workstation or server may utilize this software on any DCS obtained directly from Xerox or its Authorized Resellers. For Visioneer PaperPort Software, however, the number of client computers that may utilize the software shall be limited to 25 (unless you license additional software seats from Xerox or Visioneer).

21. SOFTWARE SUPPORT. During the period that Xerox provides Basic Services for the Equipment, Xerox will also provide software support for the Base Software under the following terms. For Application Software, Xerox will provide this same level of support provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its published specifications and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License terms.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox.

D. Xerox shall not be obligated (a) to support any Base or Application software that is two or more generations older than Xerox' most current release or (b) to remedy coding errors if you have modified the Base or Application Software.

E. Xerox may annually adjust the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

22. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

GOVERNMENTAL TERMS: The following additional terms apply only to state and local government customers:

23. GOVERNMENT CUSTOMER TERMS

A. FUNDING. You state that it is your intent to make all payments required under this Agreement. In the event that (1) through no action initiated by you your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources and (2) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send Xerox written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed Xerox under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

B. TAX TREATMENT. This Agreement has been accepted on the basis of Xerox claiming any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code of 1986. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, you shall pay Xerox an amount equal to its loss in this regard.

C. ASSIGNMENT. Notwithstanding any provisions in this Agreement to the contrary, Xerox may not sell, assign or transfer this Agreement, and any attempted sale, assignment or transfer shall be void and without effect.

D. PAYMENT. Your payment is due within 30 days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

24. SUPPLIES INCLUDED IN BASE/PRINT CHARGES. If this option has been selected, Xerox will provide you with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. You agree that the Consumable Supplies are Xerox' property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point, and that you will return any unused Consumable Supplies to Xerox at the end of this Agreement. Should your use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage.

25. REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT. If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration, configuration) shall take precedence over the prior terms for the balance of the Agreement. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement.

26. XEROX AS FINANCIAL INTERMEDIARY. If this option has been selected, you are leasing specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. With regard to these products, you agree that Xerox is leasing them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. Xerox assigns to you, to the extent assignable, any warranty rights it has to these products (which rights shall revert to Xerox if you breach this agreement). You agree (a) that these products are not covered by Xerox' obligation to provide Basic Services; (b) to maintain a service agreement for these products with a service provider acceptable to Xerox throughout this Agreement's term; (c) to pay all personal property taxes related to these products; and (d) to assign to Xerox any rights you have to these products until title passes from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox Equipment covered by this Agreement).

27. FINANCED SOFTWARE TOTAL. If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be paid for through your Minimum Lease Payments. If you breach this license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.

28. FINANCED SUPPLIES TOTAL. If this option has been selected, the cost of any supplies you have purchased under this Agreement shall be paid for through your Minimum Lease Payments. If you breach any of your obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.

29. REFINANCE OF PRIOR AGREEMENT. If this option has been selected, the balance of your prior indicated agreement with Xerox or a third-party shall be paid for through your Minimum Lease Payments. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall be immediately due and payable.

30. ADJUSTMENT PERIOD. If this option has been selected, your Minimum Lease Payment and/or Print Charges shall be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial payment(s) shall be different from those payable during the balance of this Agreement.

31. K-16 BILLING SUSPENSION. If this option has been selected, the Maintenance Component of your Minimum Lease Payment and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it.

32. TRADE-IN EQUIPMENT. If this option has been selected, you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:

A. TITLE TRANSFER. You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function for the previous year at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

B. CONDITION. You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. ACCRUED CHARGES. You agree to pay all accrued charges for the Trade-In Equipment up to and including payment of the Final Principal Payment Number and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

33. RUN LENGTH PLAN. If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only. (Note that if a 5090 family product covered by this plan has its document handler left open, all affected copies will be recorded and billed on both meters.)

34. FIXED PRICE PLAN. If this option has been selected, Xerox will forego its right to increase the Maintenance Component throughout the initial term of this Agreement.

35. PER-FOOT PRICING. If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear foot equal to one print.

36. EXTENDED SERVICE HOURS. If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Lease Payment or Print Charges.

37. COMPETITIVE REPLACEMENT PROGRAM. If this option has been selected, Xerox will provide you with the discount indicated in exchange for your agreement to return a unit of non-Xerox equipment you are currently leasing (the "Competitive Equipment") to its Lessor. In doing so, you acknowledge that the Equipment you are acquiring under this Agreement is replacing the Competitive Equipment and that your agreement with its Lessor allows you to return the Competitive Equipment at this time.

38. ATTACHED ADDENDA. If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

39. NEGOTIATED CONTRACT. If this option has been selected, this Agreement is subject to the terms contained in the identified Negotiated Contract. If the terms contained in this Agreement conflict with those contained in the Negotiated Contract, the terms of the Negotiated Contract shall prevail.

Hwy 265
Condemnation
1/11/00 agenda
Session.

NICKLE-HILL GROUP, INC.

Commercial Real Estate Services

202 Sunbridge Drive, Fayetteville, Arkansas 72703 Bus: 501-571-1111 Fax: 501-571-2931

December 21, 1999

Mr. David Randle
Mrs. Jean Randle
1430 W. Ridgeway Road
Fayetteville, AR 72701

RE: Lot 6 of Block 3 – Eastwood Subdivision to the City of Fayetteville 11-16-30

Dear Mr. & Mrs. Randle:

I have reviewed the information provided referencing the above property and offer the following observations:

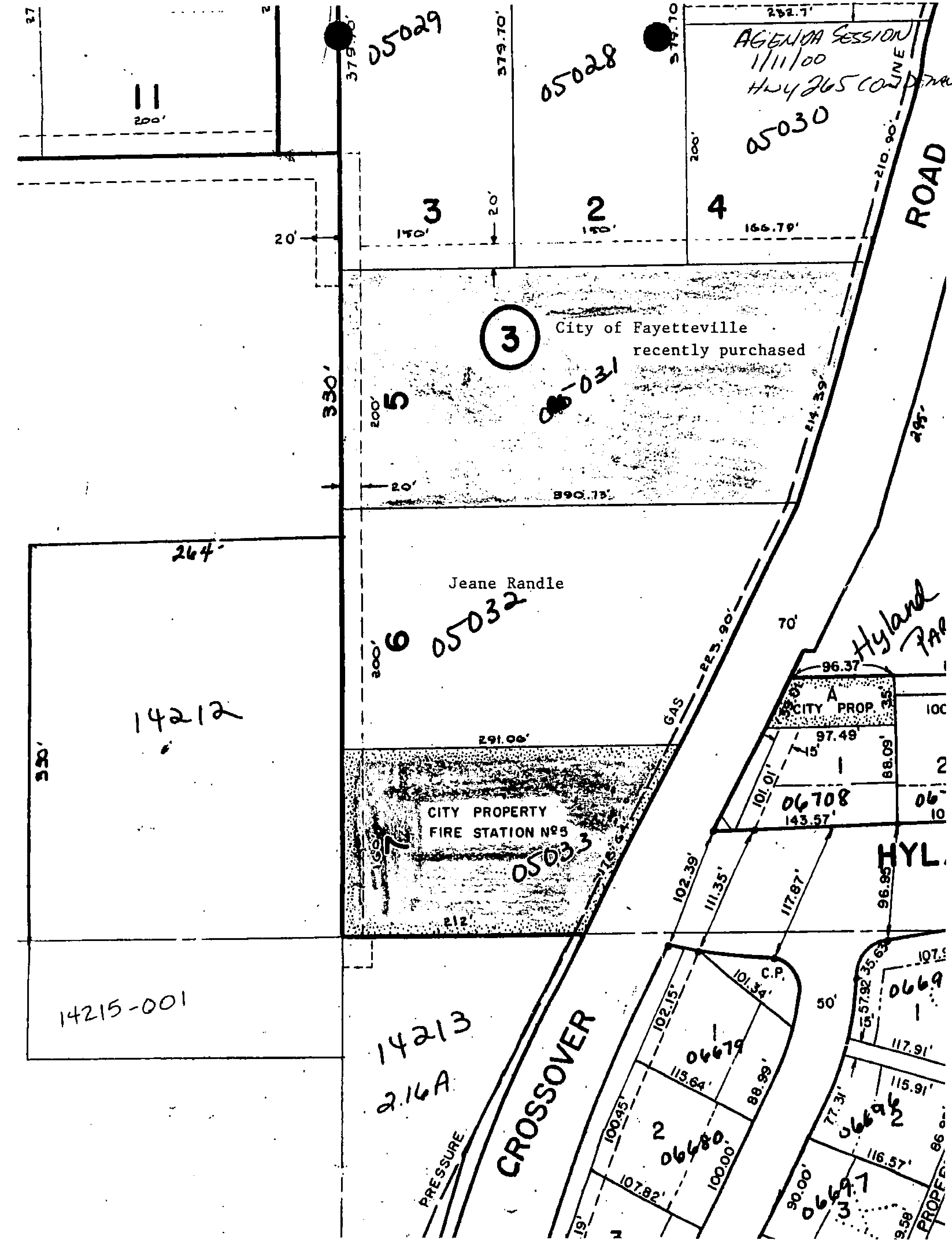
1. The subject lot consists of approximately 1.39 acres of unimproved land located on the west side of State Highway 265 (Crossover Rd.). The adjoining land uses to the north and south are owned by the City of Fayetteville.
2. The property slopes steeply to the west, with approximately 1/3 of the remaining site of minimal utility for development.
3. The City of Fayetteville Zoning map indicates the property is intended for low density single family housing.
4. The area in question is near several medium to high priced residential subdivisions. Land prices for single family properties in this area of Fayetteville range from \$30,000 to \$50,000 per building lot. The subject property, although larger than a standard residential building lot, is constrained by slopes and adjacent public uses. The subject property in "as is " condition is assigned a value of \$45,000.
5. The proposed easements running along Highway 265 will affect about 217 linear feet of highway frontage and effectively losing 0.12 acres of property. The diminished value of the land, based upon a single family lot cost of \$45,000 per acre is \$5,400.

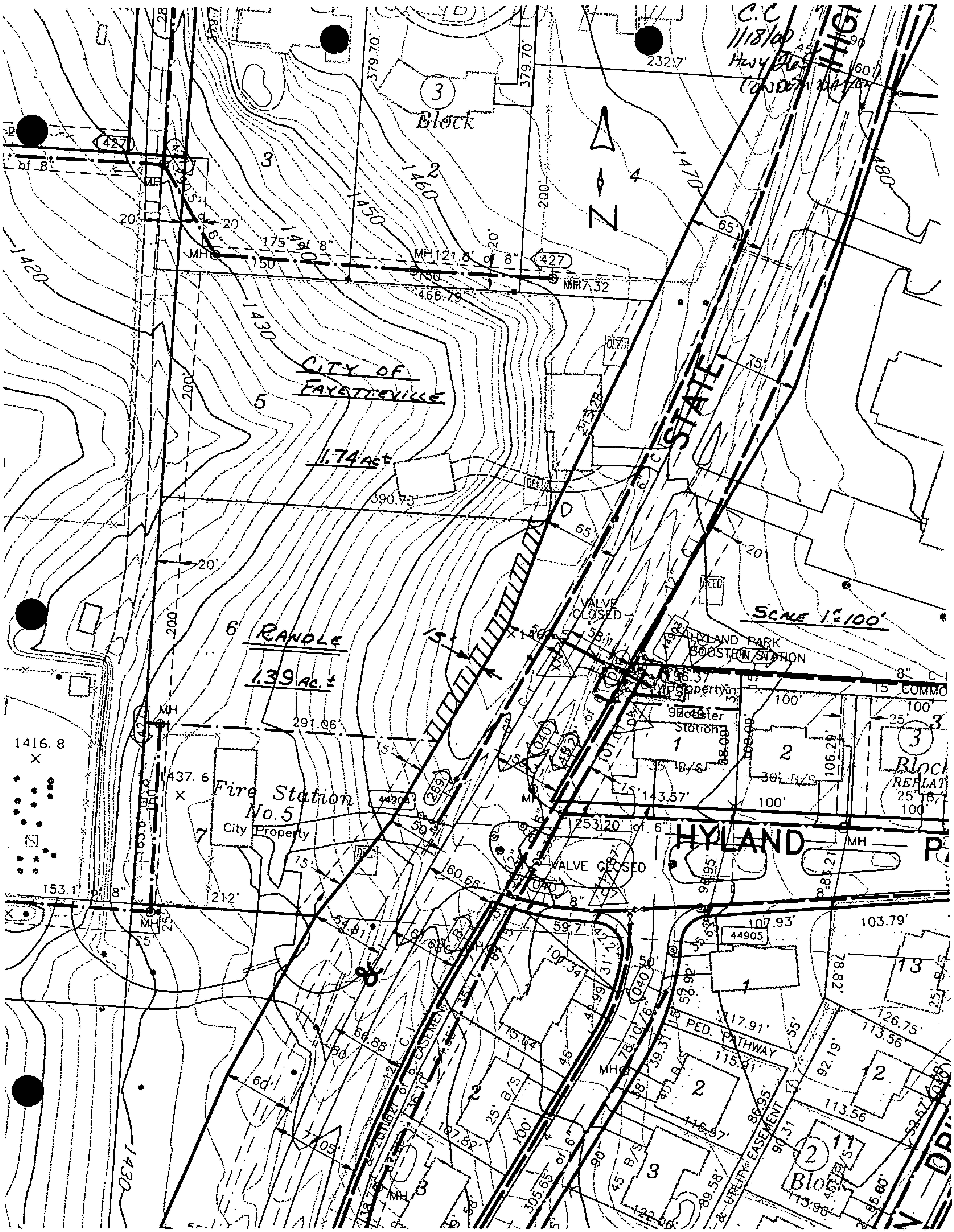
I hope these observations are of use in your considerations. This letter is an estimate of value and not an appraisal.

Sincerely,

Craig Hull

Craig Hull


AGENDA SESSION
1/11/00
HWY 265 CONDEMNATION
05029
05028
05030
11
3
2
4
ROAD
City of Fayetteville
recently purchased
5
05031
330'
Jeane Randle
6
05032
14212
264'
CITY PROPERTY
FIRE STATION Nº5
7
05033
Hyland Park
A
CITY PROP.
06708
HYL
GAS
CROSSOVER
PRESSURE
14215-001
14213
2.16A
C.P.
06679
06680
06697



Block
CITY OF FAYETTEVILLE
1.74 Ac±
RANDLE
1.39 Ac.±
Fire Station No.5
City Property
HYLAND PARK BOOSTER STATION
VALVE CLOSED
SCALE 1"=100'
STATE
HYLAND
PED. PATHWAY
UTILITY EASEMENT
REPLAT

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
JANUARY 4, 2000

A meeting of the Fayetteville City Council was held on January 4, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

ITEM CONSIDERED	ACTION TAKEN	
Minutes	Approved	
Mt. Sequoyah Water Tank Lease	Approved	Res. 1-00
RZA 99-3 amendment	Approved	Ord. 4207
VA 99-13	Failed	
RZ 99-33	Passed	Ord. 4208
RZA 99-4	Passed	Ord. 4209
VA 99-15	Passed	Ord. 4210
A & B Taxi	Approved	Res. 2-00

MINUTES OF A MEETING OF THE FAYETTEVILLE CITY COUNCIL JANUARY 4, 2000

A meeting of the Fayetteville City Council was held on January 4, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to appoint O.E. Luttrell and Tom Stockland to the Youth Center Board. Alderman Young seconded the motion. Upon roll call the motion carried unanimously.

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes of the December 21, 1999 City Council meeting.

MT. SEQUOYAH WATER TANK LEASE: A resolution approving an amendment to the lease agreement with Mt. Sequoyah, Incorporated for the right to sub-lease space on or above the water tank.

RESOLUTION 1-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Trumbo moved to approve the consent agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

RZA 99-3: An ordinance approving an amendment to Ordinance 4187 which annexed property owned by John DeWeese and Mike Schmidt in the City of Fayetteville. The amendment is to correct an error in the legal description.

Mr. Rose read the ordinance for the first time.

Mayor Hanna explained the purpose of the ordinance was to amend a typo in the legal description.

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

Mr. Rose read the ordinance for the second time.

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

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

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

ORDINANCE 4208 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VA 99-13: An ordinance approving vacation request VA 99-13.00 submitted by Mike Roetzel on behalf of Buddy Peoples for property located at 28th Court. The request is to vacate the undeveloped street right-of-way located west of Club Oak Drive within Edge Hill Subdivision. This item was left on the second reading at the December 21, 1999 meeting.

Mr. Frank Scott, an area resident, stated he was oppose to the vacation because it would leave only one egress and ingress to his property. If he were living on Club Oak Drive he would vote against having the street, but he had been lead to believe, for the past thirty years, that there would be access to his property. He had lived there since there were only eight houses there. It was a matter of principle and what had already been approved twice by both the original developer and Mr. Peoples. He thought it was a matter of principle since the street had been plated and on the books for over thirty years. He had signed his okay on the other developments, because he had been shown a plat that included 28th Court.

Mr. Buddy Peoples, applicant, stated his main concern was that the three lots and the easement had been there for nine years. Everything else in the subdivision had been developed. Theses lots could not be maintained properly. They were in the situation where the neighbors wanted the neighborhood completed. They had been working with the neighbors involved to see which was the best solution. He felt that in order to complete the subdivision and to put this to rest that they needed to eliminate the two rear lots, which would eliminate the need for the street. And construct one dwelling that would blend in with the rest of the neighborhood. All of the neighbors in the community, with the exception of one who had agreed to remain neutral, has agreed that they wanted their development complete. Everyone had been willing to sign the petition. The residents feared that a street could filter traffic through their neighborhood.

Alderman Russell asked Mr. Peoples how he would respond to Mr. Scotts argument that the street had been on the plat for Edgehill from the very beginning. Mr. Scott had stated he had given his okay for the whole development with this street on the plat. He had relied on the street when he gave his okay for the development.

Mr. Peoples stated he did not know that much about that as far as the approval. He thought at the time they developed the subdivision the street would not be approved. So they did not try and pursue putting the street in. They had been told that the street would not meet the minimum street standards, so they did not pursue the street. He had been involved in two subdivisions in the last five years. As far as easements and ingress and egress was concerned. There was one subdivision which was 95 acres that had only two egress and ingress and it functioned perfectly, Savannah Estates. He had also been involved in Brookbury Woods. It was 45 acres and had only one egress and ingress and a sub-out to the rear. There was no way he would try to develop the street and force it down the existing neighborhood with as much resistance as there was from these neighbors, especially if he had two other ways to get to the property. He thought Ravenswood was a perfect entrance into the property. If they were to use another route they would have to filter the traffic through Edgehill subdivision.

In response to questions from Alderman Santos, Mr. Peoples stated 28th Street had been left on his plat because there had been no changes on the plat. They had more/less gone by the old plat because the utilities were already in. The street had never been stubbed out because he knew it would not meet the minimum building codes.

Mayor Hanna asked if the grade on 28th Street was any greater than Peach Street.

Mr. Peoples stated it had been estimated that Peach Street was in the neighborhood of 10%. If they were to go by the City Engineers specifications, their latest survey was 18.7%.

Mr. Venable stated looking at the elevations of Peach Street it appeared to be approximately the same as 28th Street.

Alderman Reynolds stated it was his understanding that there was a 50 foot right-of-way on Ravens Wood to the corner of Mr. Scott's and Mr. Starr's property. He noted there was a 25 foot right-of-way which ran through there. More right-of-way would have to come off one of their property.

Mr. Peoples noted Mr. Scott's property had city right-of-way off Ravens Wood. He could widen the right-of-way to any width using his own property.

Alderman Russell questioned the number of entrances and exists required for a development of this size.

Mr. Venable replied it would depend on how he developed it. He thought the developer would want more than one way in and out.

Alderman Trumbo thought a lot of it would depend on the Planner and the Planning Commission.

Alderman Austin asked what would happen to the property after it was vacated.

Mr. Rose stated when the right-of-way is vacated half of the property would go to each property owner.

Ms. Linda Falington???stated she had lived there for three years. She stated one of the reasons why they had purchased property there was because of the convenience of only one way in and one way out. They felt safer because only the people having any business there should be coming up there.

Alderman Daniel stated she was going to side with Mr. Scott on this issue, because the right-of-way had been their for many years. It was her responsibility to give landowners access and providing streets. The form letter (petition) did not impress her very much. It was human nature to want to help your neighbors. People did not educate themselves on the issue. No one wanted more streets or more traffic. They had to consider the future and giving people in and out of places. She thought they needed to have more than one entrance to a subdivision. She thought this was a lovely piece of property and that there were people who were going to want to live there. She was not for the vacation.

Alderman Santos stated they needed to stick with their plans and to keep their promises that they made. It was a promise everyone should have been aware of before they moved in. It had been required by the planning commission. Cutting and filling could solve any grade problem. He thought they could construct the road when it was needed.

Alderman Russell stated there were no neighbors on Peach Street to fight for their entrances and exists. Vacating was so permanent. This was a very hard decision to make, but he would be siding with Mr. Scott for the time being. If they left the right-of-way open there was nothing to prevent them from asking for the vacation later. The vote against the vacation did not mean that he supported a street going through there. It meant that he thought they needed to wait until the area was developed and until the property was being developed before they made a decision, because this decision would affect a lot of people and a lot of land.

Alderman Austin added this was a difficult decision, but most of the people that had contacted him was in favor of the street vacation, so that was how he was going to vote.

Mayor Hanna called for the vote. Upon roll call the motion failed by a vote of 4-4-1. Santos, Young, Russell, and Daniel voting nay. Hanna abstaining due to conflict of interest.

Mr. Rose stated the ordinance failed for lack of majority.

NEW BUSINESS

RZ 99-33: An ordinance approving rezoning request RZ 99-33.00 submitted by Charles Venable on behalf of the City of Fayetteville for property located west of School Street, east of West Street, south of Mountain Street, a and north of Rock Street. The property is zoned R-2, Medium Density Residential, and R-O, Residential Office, and contains approximately 2.42 acres. The request is to rezone the property to C-3, Central Commercial.

Mr. Rose read the ordinance for the first time.

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

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

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4208 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZA 99-4: An ordinance approving annexation request RZA 99-4.00 submitted by Don Bunn on behalf of the City of Fayetteville for property located south of Persimmon, bound on the west by 54th Street and bound on the east by County Road 648. The request is to annex the approximately 320 acres.

Mr. Rose read the ordinance for the first time.

Mayor Hanna stated he had some calls regarding this annexation. particularly from neighbors that wanted assurances that if their permits were approved and they were able to build their waste water treatment plant in that location that they would put in their request for the bids that the order control be address specifically and special attention be given to that and that the screening issue be addressed and to make it as attractive as possible. The city had already agreed to do this. There will be when the consultants report is brought back to them. There would be an additional hearing on how the construction of the plant placement and what they were going to have was going to be. That would be prior to the bid specification being let out and the project being let on. The opportunity will be their to address there for them to address those. Tonight they were looking specifically at the annexation of 320 acres that the city had spent approximately 3 million dollars for. Even if they were unable to place the sewer treatment plant there they still needed inside the city of the Fayetteville.

Alderman Russell asked if it was illegal for them to own property out side the city limits.

Mayor Hanna replied it would be a bigger loss for them if they were to leave it outside city limits. They had to have something go their, like a city park. They could not place them outside city limits. If they were going to sell the property they would want it inside the city limits, because it would be worth more money. It would be foolish if they did not get as much money for the property as the could for the citizens. He did not know of the city selling too much property like this. His feeling was that the city would use the property as park land. In fact, part of the property was going to be used as park land anyway. All these issues would be addressed in the meeting was talking about. Public input would be had.

Alderman Trumbo stated he thought the logical thing to do was to annex the property, then have the public hearings.

Alderman Russell stated he had been prepared to leave the ordinance on the first reading, because he did not like how the project had been handled from the being. They had submitted an annexation to the public with the stated purpose of placing an second wastewater treatment plant on the west side of town. Every one who lived inside Fayetteville had a chance to vote and they had voted it down. It had been said that the purpose of purchasing the land had been the city's way of getting around the public vote on the annexation. But with what had been said on annexing the property tonight regardless was what its use ended up being made since to him. Regardless of what happen, he hoped the council would look out for the interest of the citizens of west Fayetteville with regard to the odor and the physical attractiveness of the plant. He stated he would like to hear from the neighbors tonight.

Alderman Austin stated the city had said they were not going to construct anything out there unless the people voted it in. The sewer plant would have to be brought to a vote by the public and the public would make the decision the bond issue which would allow them to construct the plant. He felt good about annexation issues in that regard.

Alderman Russell asked what the rule was on a bond issue being put to a vote.

Mr. Rose stated that bond issue would definitely be put to vote by the public.

Mr. Bill Jowers, 452 N. 46th Street, as city voters they could say what they wanted to. People knew what they were voting on. The people had said three to one "no". If they could vote for this with a clear concise to go one, but it would be voted on again and the public would vote voice it opinion again. What they did out there was wrong. They had circumvented what the people voices were. Tonight he had heard someone say that the city needed to "keep their promises". He asked for a resolution that those people affected out there should be reimburse for the depreciation of their property. He had been told that this could be done, but he would like to see it in writing.

Mayor Hanna asked Mr. Jowers if the what the people had been concerned about was the wastewater treatment plant or having their property annexed into the city of Fayetteville.

Mr. Jowers replied it was some of both, but the greater percentage was one the wastewater treatment plant.

Mayor Hanna stated he felt that way about it too, he did know that the people would have the opportunity to vote on that again, because the bond issue would have to voted on by the people. They had been left with very few avenues. The city had wanted to move out further west on the Illinois River, but they had been denied they by a state law. This location was one of the locations that was less desirable in the eyes of the city government, but they had been forced into something, then they needed to present to people what was available.

Alderman Daniel stated Mr. Jowers was also concerned about the people who did not have a vote in this who lived surrounding the 320 acres. They needed to consider those folks.

Alderman Russell state that some of the neighbors felt that this was being rail roaded. In his opinion was to go out there and have neighborhood meetings with the citizens, especially if they were not allowed a vote. The meeting should be indicated by the city and explain the situation to them. And address their needs. He did not feel that had been done with this.

Mr. Jowers replied if that had been done up front with the people, they would not be in this position.

Alderman Russell stated he was sorry for the way things had been handled, but he was going to vote for the annexation tonight. He thought the first annexation vote, the people were saying they did not want an second sewer treatment plant. He thought before they constructed a second sewer treatment plant the city would do a better job of working with the people out there. He added the city should not wait until they were required to have a public hearing.

Mr. Venable replied they had several hearings on what to build and the location of the plant. He thought there had been plenty of opportunity for public hearings.

Alderman Reynolds stated they had begun this process before the new law was enacted. He thought they had done this right and by the book.

Alderman Austin stated he had to vote for the best of the city at large. He knew several of the individuals that lived out there and knew how they were hurting. He thought he needed to go with the majority of the people that would be served.

Alderman Trumbo moved to suspend the rules and go to the second reading. Alderman Daniel seconded the motion. Upon roll call the motion carried.

Mr. Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the ordinance passed.

ORDINANCE 4209 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VA 99-15: An ordinance approving vacation request VA 99-15.00 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Steve Clary Development Corp. for property located at Lots 3R and 8 of Wedington Place. The request is to vacate the 20-foot utility easement between Lots 3R and 8 and a portion of a 15-foot drainage easement located within Lot 8.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

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

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4210 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

A&B's TAXI: A resolution approving a Certificate of Public Convenience and Necessity for A&B's Taxi.

Alderman Austin stated an alderman had asked for the issue of the Taxi Service be placed on the Ordinance Review Committee.

Alderman Davis thought they should go ahead and proceed with the item tonight.

Alderman Reynolds stated he was the one who had pulled this off the consent agenda. Since that time had receive phone calls from all over. He did not think people wanted to do away with Taxi Cabs, but they wanted the cabs to be cleaned up and marked. They wanted things redone. He thought they needed to revisit the ordinance. He wanted to clean things up and to have good cab companies. He thought there were several violations.

Mr. Brian Jacobs, the owner of A&B, he understood the need and want to have cleaner cabs. All of the cars within the next few months would be the same color. They were going to get uniforms. He stated if they were given the chance to get this off the ground they would see some changes. They had a lot of elderly people that they catered to. His mother in-law was nice enough to hold the business open until they receive their own permit. He wanted a chance to try and make this work.

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

RESOLUTION 2-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INFORMATIONAL/ BAKERY FEEDS

Mr. Rose stated it was not uncommon in Federal Court for the court order a settlement conference. In the case of Bakery Feeds and the City of Fayetteville, such a settlement conference had been ordered. He stated it was going to be unusual from their experience. In federal court they were there because the neighbors indicate a nuisance action against Bakery Feeds, the council then voted to join the suit and seek to have the nuisance declared to be a public nuisance and their for abated. Now Bakery Feeds has counter claimed against the city for a tort of intentional interference with a business expectancy. The conference had been ordered by the court for 1:00 , January 11. It was in the Federal Court House, on Mountain Street, 5th floor. Each party had to provide a settlement conference. There would be a neutral judge. The judge had requested a personal appearance from the parties. The council was invited to be their. He encouraged them to be there.

Meeting adjourned.

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STAFF REVIEW FORM

RECEIVED
JAN 03 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of: January 18, 2000

FROM:

Randy Allen	Street	Public Works
Name	Division	Department

ACTION REQUIRED: Award of bids for construction materials utilized by various divisions of the City.

COST TO CITY:

$1,132,044	$1,406,750	In-House Pavement Imp.
Cost of this request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$274,706	N/A
Account Number	Funds Used to Date	Program Name
97022	$1,132,044	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator ___ Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ___

Accounting Manager	Date 12-30-99	ADA Coordinator	Date
City Attorney	Date 12-30-99	Internal Auditor	Date 12-30-99
Purchasing Officer	Date 12-30-99		

STAFF RECOMMENDATION:

Division Head	Date	Cross Reference
Department Director	Date 12-30-99	New Item: YES NO
Administrative Services Director	Date 1/3/00	Prev Ord/Res #: ___
Mayor	Date 1/3/00	Orig. Contract Date: ___

FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Charles Venable, Public Works Director
Randy Allen, Street Superintendent R.A.

DATE: December 30, 1999

SUBJECT: **Bid Awards for Construction Materials**

Bids have been opened for construction materials utilized by the Street Division and other divisions for the fiscal year 2000. The results of those bids are attached and this memo has staff's award recommendations.

The asphalt and aggregate bid only had one bidder and should be awarded to McClinton-Anchor.

The ready-mix concrete bid had three bids and should be awarded to the low bidder, Tune Concrete.

The curb and gutter bid only had one bidder and should be awarded to Sweetser Construction.

The red hillside gravel bid only had one bidder and should be awarded to Les Rogers, Inc.

The hot-applied thermoplastic pavement marking bid only had one bidder and should be awarded to Time Striping, Inc.

The de-icing salt bid had three bids and should be awarded to the low bidder, Cargill, Inc.

The portland cement bid had one bidder and should be awarded to Blue Circle Cement Company.

The topsoil bid had no bidders and may need to be rebid at a later date.

The asphalt oil bid had three bidders with item one (AC-30) having no bids and it will not be re-bid. Item two (AC-20) had one bidder and should be awarded to Sorco Products, Inc. Item three had two bidders and should be awarded to the low bidder, Sorco Products, Inc. Item four had two bidders and should be awarded to the low bidder, Sorco Products, Inc.

City of Fayetteville
Agenda Attachment

Schedule of Funds Available for Ready-Mix Concrete, Asphalt and Related Materials, Limestone Products, Hillside, Thermoplastic Striping and Curb Ramps.

Account #	Account / Project Name	Project #	Amount
4470-9470-5809.00	In-House Pavement Improvements	97022	$893,000
4470-9470-5814.00	In-House Sidewalk Improvements	96041	$298,000
2100-4120-5215.00	Hot Mix Asphalt & Gravel	Operations	$100,000
5400-4310-5216.00	Construction Materials	Operations	$75,000
5400-4410-5216.00	Construction Materials	Operations	$28,750
5400-5620-5216.00	Construction Materials	Operations	$12,000
	Total Funds Available		$1,406,750
	Funds Committed / Used		$274,706
	Funds Remaining		$1,132,044

Funds committed include labor and equipment for the In-House paving program of $50,000 and $224,706 respectively.

BID: 2000-07
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: STREET MATERIALS

BIDDER	ITEM #1
McCLINTON ANCHOR	bids attatched

Certified by P Vice
P Vice Purch

B Williams 12/16/99
Witness Date

*SEE A7 PRICE: S[illegible]

Construction Mater. A. 2. Page 7

HINDSVILLE FACILITY

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-7	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	**Coarse Lime**	TON		
2	**Abrasives-LS (Grit)**	TON		
3	**1 1/4" Concrete Aggregate**	TON		
4	**3/4" Concrete Aggregate**	TON		
5	**Class 7 Base (SB-2)**	TON		
6	**Fill Material**	TON		
7	**Surge Pile (8" Minus)**	TON		
8	**Rip Rap (Sized Rock)**	TON	SEE	
9	**Shot Rock**	TON		
10	**Superpave**	TON	ATTACHED	
11	**TY-2 HM SURF-LS**	TON		
12	**TY-3 HM SURF-LS**	TON		
13	**TY-2 HM SURF-SS**	TON		
14	**TY-3 HM SURF-SS**	TON		
15	**Premix-Coarse**	TON		
16	**HM Base (Black Base)**	TON		
17	**TY-1 HM Binder**	TON		
18	**TY-2 HM Binder**	TON		
19	Delivery price to City of Fayetteville Corporate City Limits	TON		
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	HAUL TO EASTERN CITY LIMITS		
		Aggregate	#2.65	
		Rip Rap	#3.65	
		Asphalt	#2.95	

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: APAC- ARKANSAS, INC MCCLINTON ANCHOR DIVISION	PHONE: 587-3300	TAX PERMIT: 58-140-1469
	BUSINESS ADDRESS: P.O. BOX 1367 240 N. BLOCK STREET	CITY AND STATE: FAYETTEVILLE, AR	ZIP: 72702
	AUTHORIZED SIGNATURE: James A. Cole	TITLE: Vice President Estimating	DATE: 12/9/99

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APAC-Arkansas
McClinton Anchor
CITY OF FAYETTEVILLE PRODUCT PRICE LIST - F.O.B. PLANT

FOR YEAR 2000

Material Description	Material Code	WEST FORK	Material Code	SHARPS	Material Code	HINDSVILLE
AG Lime	90107	$5.90	-	No Bid	-	No Bid
Fine Lime	0107b	$5.90	-	No Bid	-	No Bid
Coarse Lime	90507	$3.00	-	No Bid	90508	$4.90
Fill Material	90907	$1.65	90905	$1.65	-	No Bid
Class 7 Base (SB-2)	91507	$5.40	91505	$4.90	91508	$5.05
Misc. Base (Non-spec base)	91707	$4.65	-	No Bid	91708	$3.90
-3" Miscellaneous Base	-	No Bid	-	No Bid	-	No Bid
Crusher Run (Small, non-spec base)	91907	$7.40	91905	$7.65	-	No Bid
1 1/2" Conc. Aggregate	94107	$6.90	-	No Bid	94108	$6.65
1 1/4" Conc. Aggregate	94307	$6.90	-	No Bid	94308	$6.65
1" Conc. Rock	94507	$6.90	-	No Bid	94508	$6.65
3/4" Conc. Rock	94907	$7.15	-	No Bid	94908	$6.90
8" Surge Rock	95307	$4.90	-	No Bid	95308	$4.90
B-Stone	-	No Bid	-	No Bid	95508	$4.90
Rip Rap	95707	$10.00	95705	$10.00	95708	$10.00
Shot Rock	95907	$3.65	95905	$3.65	95908	3.65
CL 1 Seal Chips	96307	$8.50	-	No Bid	-	No Bid
5/8" Chips (LS)	-	No Bid	-	No Bid	93608	$7.00
CL 2 Seal Chips	96507	$9.00	-	No Bid	-	No Bid
1/2" Chips (LS)	92307	$7.90	92305	$7.40	-	No Bid
CL 4 Seal Chips	96907	$11.00	-	No Bid	-	No Bid
Waste Material	97107	$3.65	97105	$3.65	97108	$3.65
Abrasives (LS) Grit	97307	$4.90	-	No Bid	-	No Bid
Block Chat	97707	$6.90	-	No Bid	97708	$6.75
1 1/2" Filter Rock	-	No Bid	8305a	$6.30	8308a	$6.25
1 1/8" Filter Rock	2107a	$6.15	2105a	$6.30	-	No Bid

PLEASE NOTE:

1.) **PLEASE SEE AGGREGATE ORDERING NOTES ON BACK PAGE.**

2.) **Please call the numbers listed below for material orders and haul rates:**

West Fork	Aggregate - (501) 443-2331 or Asphalt (501) 839-8514
Sharps	Aggregate - (501) 756-8866 or Asphalt (501) 756-2881
Hindsville	Aggregate or Asphalt - (501) 789-2230 or (501) 756-2232

3.) **Sales tax at each location:**

West Fork - 5.625%
Sharps - 5.625%
Hindsville - 5.625%

THANK YOU FOR YOUR BUSINESS!!!

For Aggregate Ordering:

1.) To ensure availability and timely delivery, please provide the designated plant a minimum of 1 weeks notice for any aggregate tonnage in excess of 1000 tons. All materials are subject to availability.

2.) If customer requires specification type materials (ie. AHTD, FAA), the customer has the responsibility for ordering and purchasing the appropriate material.

3.) Material prices are on a per ton basis F.O.B. plant location excluding applicable taxes.

4.) Please call 587-3300 with technical questions and for special pricing.

APAC-Arkansas
McClinton Anchor

CITY OF FAYETTEVILLE PRODUCT PRICE LIST - F.O.B. PLANT

FOR YEAR 2000

Material Description	Material Code	WEST FORK	SHARPS	**HINDSVILLE
Type 2 Surface (LS) 93' AHTD	44420	$22.00	NO BID	NO BID
Type 2 Surface (LS) 93' AHTD	44040	NO BID	$22.50	NO BID
Type 3 Surface (LS) 93' AHTD	45420	$22.00	$22.50	NO BID
Type 3 Surface (LS) 96' AHTD	45042	$22.00	NO BID	NO BID
Premix- MC250 - 96' AHTD	46581	$23.50	$23.50	NO BID
Premix- MC800 - 96' AHTD	46591	$23.50	$23.50	NO BID
Type 1 Surface (SS) 93' AHTD	43421	$23.25	$23.50	NO BID
Type 2 Surface (SS) 93' AHTD	44421	$23.25	$23.50	NO BID
Type 2 Surface (SS) 96' AHTD	44043	$23.25	$23.50	NO BID
Type 3 Surface (SS) 96' AHTD	45043	$23.25	$23.50	NO BID
Type 1 Binder 93' AHTD	41420	$20.75	$21.00	NO BID
Type 2 Binder 93' AHTD	42420	$20.75	$21.00	NO BID
Base (Black Base) 93' AHTD	40420	$19.75	$20.00	NO BID
Superpave Mix - Surface (PG64-22)		$26.75	$26.75	NO BID
Superpave Mix - Binder (PG64-22)		NO BID	$22.50	NO BID
Superpave Mix- Base (PG64-22)		$21.00	$21.00	NO BID
(Non-Spec) Ty 3 LS Commercial Mix	65041	$19.75	$21.50	NO BID
Premium Pre-Mix (UPM)	46600	$63.00	NO BID	NO BID

PLEASE NOTE:

****The HINDSVILLE LOCATION will be in operation in January 2000. As we get AHTD approved mix designs we will notify you with a new price sheet showing the approved mix along with the corresponding price.**

1.) **All asphalt material codes are uniform by plants.**

2.) **PLEASE SEE ASPHALT ORDERING NOTES ON BACK PAGE.**

3.) **Please call the numbers listed below for material orders and haul rates:**

West Fork	Aggregate - (501) 443-2331 or **Asphalt (501) 839-8514**
Sharps	Aggregate - (501) 756-8866 or **Asphalt (501) 756-2881**
Hindsville	Aggregate or Asphalt - **(501) 789-2230 or (501) 756-2232**

THANK YOU FOR YOUR BUSINESS!!!!

For Asphalt Ordering:

1.) To ensure availability and timely delivery, please provide the designated plant a minimum of 1 weeks notice for any asphalt tonnage in excess of 500 tons. All asphalt mixes are subject to availability.

2.) If customer requires specification type asphalt mixes (ie. AHTD, FAA), the customer has the responsibility for ordering and purchasing the appropriate mixes.

3.) Asphalt mix prices are on a per ton basis F.O.B. plant location excluding applicable taxes.

4.) There will be a $250 surcharge/day for any asphalt tonnage less than 150 tons per day required from a plant not in operation. Tonnage's will be calculated and assessed at the end of the business day to determine if a surcharge is to be applied or not.

5.) Any asphalt that is ordered by the customer and produced at a designated plant will be charged to the customer.

6.) When ordering specification asphalt mixes, the customer must supply McClinton Anchor with the proper asphalt material code, job location, job name and either a purchase order # or job # associated with the project.

7.) Please call 587-3300 with technical questions and for special pricing.

8.) F.O.B. plant testing for Quality Assurance and Quality Control (QA/QC) includes the following: gradation tests, air voids, marshall stability and AC content only. QA/QC does not include rolling patterns, nuclear testing, gyration results, density tests or any other types of lab tests.

BID: 2000-01
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION:

BIDDER	ITEM #1
TUNE CONCRETE	bid attatched
ARKHOLA	bid attatched
BEAVER LAKE CONCRETE	bid attatched

Certified by P Vice
P Vice Purch

Witness ______ Date ______

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-1	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		53.31	✓
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		54.91	✓
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		56.51	✓
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		59.71	✓
5	1% Calcium Chloride Admixture - c.y.		1.60	
6	2% Calcium Chloride Admixture - c.y.		3.20	
7	Air entraining Admixture - per c.y.		-0-	
8	Hot Water - per c.y.		1.07	
9	3/4" Rock - per c.y.		2.13	
10	Exposed Aggregate - per c.y.		66.11	
11	Flowable Fill - per c.y.		45.85	

MINIMUM BILLED AMOUNT: 3 yards

PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: TUNE CONCRETE PRODUCTS	PHONE: 501-442-8251	TAX PERMIT: 031531-72-001
	BUSINESS ADDRESS: 700 W. NORTH ST.	CITY AND STATE: FAYETTEVILLE AR.	ZIP: 72703
	AUTHORIZED SIGNATURE: James S. Hawkins	TITLE: GENERAL MANAGER	DATE: 12-14-99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-1	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		$53.47	+.16
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		$55.60	+.69
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		$57.73	+1.22
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		$64.13	+4.42
5	1% Calcium Chloride Admixture - c.y.		$ 1.45	-.15
6	2% Calcium Chloride Admixture - c.y.		$ 2.90	-.30
7	Air entraining Admixture - per c.y.		N/C	✓ -.07
8	Hot Water - per c.y.		$ 1.00	-1.13
9	3/4" Rock - per c.y.		$ 1.10	
10	Exposed Aggregate - per c.y.		$ 6.00	/
11	Flowable Fill - per c.y.		$44.80	

MINIMUM BILLED AMOUNT: three (3) cubic yards

PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: Minimum load charge is three (3) cubic yards.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Beaver Lake Concrete, Inc.	PHONE: 501 756-1833	TAX PERMIT:
	BUSINESS ADDRESS: P.O. Box 307	CITY AND STATE: Springdale, Arkansas	ZIP: 72765
	AUTHORIZED SIGNATURE: Fred J. Neslage	TITLE: Vice-President	DATE: 12/3/99

Fred J. Neslage

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-1	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		#53.40/YD	56.94
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		55.40/YD	59.07
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		57.40/YD	61.20
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		61.90/YD	66
5	1% Calcium Chloride Admixture - c.y.		1.20/YD	1.28
6	2% Calcium Chloride Admixture - c.y.		2.40/YD	2.56
7	Air entraining Admixture - per c.y.		N/C	
8	Hot Water - per c.y.		1.00/YD	1.07
9	3/4" Rock - per c.y.		.50/YD	.53
10	Exposed Aggregate - per c.y.		5.00/YD	5.33
11	Flowable Fill - per c.y.		42.50/YD	45.32

MINIMUM BILLED AMOUNT: SEE BELOW

PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:
1) Please ADD Applicable SALES TAX
2) 1/4 YD May be ORDERED, but a two YARD MINIMUM will be charged.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: ARKHOLA SAND & GRAVEL	PHONE: 501-751-2198	TAX PERMIT:
	BUSINESS ADDRESS: 2205 ARKHOLA DR.	CITY AND STATE: Springdale, AR	ZIP: 72764
	AUTHORIZED SIGNATURE: [signature]	TITLE: Sales	DATE: 12-1-99

INVITATION TO BID
CITY OF FAYETTEVILLE, ARKANSAS

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-2	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	**Price per linear foot of Hand-Formed curb & gutter.** (per attached specifications)	2000	8.35	16,700.00
2	**Price per linear foot of Machine-Placed curb & gutter.** (per attached specifications)	1000	7.35	7350.00
3	**Price per square foot of sidewalk.** (per attached specifications)	100	4.50	450.00
	Restrictions or exceptions to the bid must be noted:			

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Jerry D Sweetser Inc, 590 W Poplar, Fayetteville, AR 72703	PHONE: (501) 443-3026 OFFICE, (501) 442-0119 FAX	TAX PERMIT:
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
	AUTHORIZED SIGNATURE: William K Sweetser	TITLE: PRESIDENT	DATE: 12-8-99

BID: 2000-06
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: RED HILLSIDE GRAVEL

BIDDER	ITEM #1	ITEM #2
LES ROGERS INC	$1.00 plus tx	$2.50 del plus tx

Certified by P Vice
P Vice Purch

B Williams 12/16/99
Witness Date

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-6	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER: City of Fayetteville, AR

DATE REQUIRED: 30 DAYS ARO

F. O. B. Fayetteville, AR

BUYER'S PHONE # (501) 575-8289

GUARANTEED DELIVERY DATE:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Red Hillside Gravel - per Cubic Yard	1	1.00	$ 1.06
2	Delivery Price - per Cubic Yard	1	2.50	2.64
	Please submit copy of soil analysis report for the material being bid.			
	Location of material: West 16 Wedington Fire Dept.			
	If City of Fayetteville picks up, will there be equipment at the site to load our trucks?	Yes ✓ No___		
	Is there a loading charge?	Yes___No___	Amount :	NO
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: Some Orders May need to be requested for in advance 1 Day.			

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED

NAME OF FIRM:	PHONE:	TAX PERMIT:
Les Rogers INC.	4439130	108 803-72-001

BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
1555 Warehouse Dr	Fayetteville Ar.	7270[illegible]

AUTHORIZED SIGNATURE:	TITLE:	DATE:
Les Rogers	President	12-4-99

ARKANSAS PREFERENCE REQUESTED: (✓) YES ( ) NO

BID: 2000-08
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: PAVEMENT MARKING & MATERIALS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
TIME STRIPING	$0.35	$100.00	$175.00	$750.00	$242.50	$1.10

Certified by P Vice
P Vice Purch

R Williams 12/16/99
Witness Date

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-8	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Hot Truck Applied Thermoplastic White or Yellow (4") - per linear foot.	45,000 lf (estimate only)		
2	Hot Applied Thermoplastic Arrows - Each	as needed		
3	Hot Applied Thermoplastic Words - Each.	as needed		
4	Hot Applied Thermoplastic Railroad Emblems - Each.	as needed		
5	Hot Applied Thermoplastic Handicap Emblems - Each. (Blue Background w/White Emblem)	as needed		
6	Hot 4" Hand Applied Thermoplastic for Parking Spaces - per linear foot.	as needed		
	* All pavement marking material and lay down procedures must meet current AHTD specifications.			
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM:	PHONE:	TAX PERMIT:
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
	AUTHORIZED SIGNATURE:	TITLE:	DATE:

BID: 2000-03
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: DEICING SALT

BIDDER	ITEM #1
HUTCHINSON SALT	no bid
BRUCE OAKLEY FERTILIZER	$51.00 ton
IMC SALT CO	no bid
CARGILL SALT	$48.75 ton
MORTON SALT CO	$52.00 ton

Certified by P Vice
P Vice Purch

Witness . Date 12/16/99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-3	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	within 5 days OF ORDER

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	DE-ICING SALT Medium crushed rock salt for de-icing roads. Estimate usage to be approximately 400 tons per year. Bid is for the years 2000 and 2001. Please indicate if quantities affect prices. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: 1) PRICE IS FOR minimum OF 23 tons per truck 2) Seller will deliver product within 5 days unless Roads are closed or inclimate weather prohibits delivery.	TON	$51.00 per ton delivered	

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: OAKLEY Fertilizer	PHONE: 800 723 0309	TAX PERMIT:
	BUSINESS ADDRESS: PO BOX 17880	CITY AND STATE: NLR, AR	ZIP: 72117
	AUTHORIZED SIGNATURE: [signature]	TITLE: Sales Mgr.	DATE: 12-3-99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-3	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	DE-ICING SALT Medium crushed rock salt for de-icing roads. Estimate usage to be approximately 400 tons per year. Bid is for the years 2000 and 2001. Please indicate if quantities affect prices. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	TON	$48.75	$19,500.00

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM:	PHONE:	TAX PERMIT:
	Cargill Incorporated-- Salt Division	(800) 600-7258	41-0177680
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
	24950 Country Club Blvd, #450	North Olmsted OH	44070
	AUTHORIZED SIGNATURE:	TITLE:	DATE:
	Denise A Dobek	Denise A. Dobek- Bid Specialist	12/10/99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-3	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	DE-ICING SALT Dump truck delivery Medium crushed rock salt for de-icing roads. Estimate usage to be approximately 400 tons per year. Bid is for the years 2000 and 2001. Prices quoted herein are firm thru 12/31/2001 Specification sheet enclosed Please indicate if quantities affect prices. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	TON	$52.00 per ton	$20,800.00

UNLESS SPECIFIED OTHERWISE IN YOUR PROPOSAL, ALL PRICES QUOTED HEREIN ARE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND SHALL BE DEEMED AUTOMATICALLY TO HAVE BEEN WITHDRAWN IF, BY THE END OF THAT PERIOD, NO AWARD HAS BEEN MADE.

NET 30 DAYS

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED

NAME OF FIRM:	PHONE:	TAX PERMIT:
Morton Salt	For ordering: 903/962-4213	36-4140798.

BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
100 N. Riverside Plaza	Chicago , IL	60606-1597

AUTHORIZED SIGNATURE:	TITLE:	DATE:
Thomas J. Butler	Government Business Mgr.	12/14/99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-3	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	DE-ICING SALT Medium crushed rock salt for de-icing roads. Estimate usage to be approximately 400 tons per year. Bid is for the years 2000 and 2001. Please indicate if quantities affect prices. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	TON	NO BID	NO BID

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM:	PHONE:	TAX PERMIT:
	HUTCHINSON SALT COMPANY, INC.	913-294-2060	48-1085719
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
	P.O. BOX 346	PAOLA, KANSAS	66071
	AUTHORIZED SIGNATURE:	TITLE:	DATE:
		VICE PRESIDENT	12/2/99

BID: 2000-05
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: PORTLAND CEMENT

BIDDER	ITEM #1
BLUE CIRCLE CEMENT	$83.72 per ton

Certified by P Vice
P Vice Purch

R Williams 12/16/99
Witness Date

BID: 2000-09
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: TOP SOIL

BIDDER	ITEM #1

NO BIDS RECEIVED

Certified by P Vice
P Vice Purch

B Williams
Witness

12/16/99
Date

BID: 2000-04
DATE: 12/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: ASPHALT OIL

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4
LION OIL CO	no bid	no bid	no bid	$0.956 gal del
SORCO PRODUCTS INC	no bid	$0.57 gal	$0.72 gal	$0.65 gal frt chg $276.00 per load pump chg $40.00 per load if required
ERGO ASPHALT	no bid	no bid	$0.8078 gal price based on full trsp load	no bid

Certified by P Vice
P Vice Purch

R Williams 12/16/99
Witness Date

MOUNTAIN STREET
FAY EVILLE, ARKANSAS 72701

INFORMAL ☐
VERBAL QUOTATION ☐ PERFORMANCE BOND REQUIRED YES ☒ NO ☐

TABULATION OF BIDS

PROJECT ______

DESCRIPTION Asphalt Oil F.O.B. ______ DATE OPENED 12/14/99 11:00 AM

BID NO. 2000-4 PROJECT NO. ______

		ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM	EXTENSION
BIDDER: Lion Oil Co ADDRESS:	UNIT/QUANT COST	no bid	—	—	0.956 Gal	del	
	EXT. COST						
BIDDER: ADDRESS:	UNIT/QUANT COST						
	EXT. COST						
BIDDER: Source Products Inc ADDRESS:	UNIT/QUANT COST	no bid	0.57	0.72	0.65	Tot 276.00 per	
	EXT. COST					pumping if req.	
BIDDER: ADDRESS:	UNIT/QUANT COST					40.00 per ld	
	EXT. COST						
BIDDER: Ergon asphalt ADDRESS:	UNIT/QUANT COST	no bid	—	0.8078	no bid	price based on full trip ld	
	EXT. COST						
BIDDER: ADDRESS:	UNIT/QUANT COST						
	EXT. COST						
BIDDER: ADDRESS:	UNIT/QUANT COST						
	EXT. COST						
BIDDER: ADDRESS:	UNIT/QUANT COST						
	EXT. COST						
BIDDER: ADDRESS:	UNIT/QUANT COST						
	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

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-4	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	AC-30	GALLON	N/B	
2	AC-20	GALLON	N/B	
3	SS-1	GALLON	.8078	
4	PRIME	GALLON	N/B	
	PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE			
	ALL PRODUCTS MUST COMPLY WITH ASTM, AASHTO, AND BE CERTIFIED w/STATE OF ARKANSAS			
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			
	Price Based on Full Transport Loads. 45,000#			

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Ergon Asphalt & Emul	PHONE: 903-572-9839	TAX PERMIT: 64-0666411
	BUSINESS ADDRESS: 209 Airport Rd.	CITY AND STATE: Mt. Pleasant Texas	ZIP: 75455
	AUTHORIZED SIGNATURE: Thomas R O'Leary	TITLE: Area Manager	DATE: 12-7-99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-4	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	AC-30 (not available)	GALLON	no bid	
2	AC-20	GALLON	no bid	
3	SS-1	GALLON	no bid	
4	PRIME	GALLON	$.9560 delv'd	
	PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE			
	ALL PRODUCTS MUST COMPLY WITH ASTM, AASHTO, AND BE CERTIFIED w/STATE OF ARKANSAS			
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			
	*PG64-22 is available	TON	$199.00 delv'd	
	Prices above do not include any applicable taxes.			
	2 hrs free unloading time then a demurrage charge of $22.50 per half hour thereof.			
	Prices are good for year 2000.			

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Lion Oil Company	PHONE: 870-864-1331	TAX PERMIT:
	BUSINESS ADDRESS: 1000 McHenry Street	CITY AND STATE: El Dorado, AR	ZIP: 71730
	AUTHORIZED SIGNATURE: Park Estes	TITLE: Area Sales Manager	DATE: 12/12/99

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-4	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	AC-30	GALLON	no bid	
2	AC-20	GALLON	$.57	FIGURES TO .7764 w/PUMP
3	SS-1	GALLON	$.72	.7693 w/o PUMP
4	PRIME	GALLON	$.65	

PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE

Freight to Fayetteville....$276.00

Above prices are per gallon prices freight listed below.

ALL PRODUCTS MUST COMPLY WITH ASTM, AASHTO, AND BE CERTIFIED w/STATE OF ARKANSAS

Pump charge if requestes is $[illegible]0(per load... One (1) hr free [illegible] location with demurrage of $38.00 per hr thereafter.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

30/50 crack sealant in 50# tubes picked up by you is $8.50 per tube FOB our Tulsa warehouse. Product in any amount delivered to you is $8.50 per tube plus $197.00 freight charge.

We have ASTM D-3405 and ASTM D-1190 hot rubber crack sealant and would like to give you a bid on this product should you request it (spec sheets enclosed on all 3 products)

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Sorco Products, Inc.	PHONE: 800-722-5938	TAX PERMIT: 0060703-76-001
	BUSINESS ADDRESS: P.O. BOX 490	CITY AND STATE: Stroud, Oklahoma	ZIP: 74079
	AUTHORIZED SIGNATURE: Charles R. Ellsworth Sr	TITLE: President	DATE: 12/7/99

PRODUCT DATA SHEET **CRACK & JOINT SEALANTS**

CMC #103

ASTM D-1190

REQUIREMENTS

Single component hot applied crack sealant. Exceeds the requirements of ASTM D-1190 and other specifications. Typical uses are for roads and streets where fast set up time to traffic is not a factor.

GENERAL COMPOSITION

Ingredients include a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the two with asphalt and other modifiers as required to meet the specification. Reclaimed materials are utilized as needed except when prohibited by specifying agency or if use would adversely affect product quality or compliance to specification.

USE

CMC #103 can be applied immediately after application temperature is reached. Specifications direct melting to be done in a jacketed, agitated melter.

PHYSICAL PROPERTIES & SPECIFICATION COMPLIANCE

TEST	TEST METHOD	SPECIFICATION	TYPICAL CMC #103 RESULTS
Cone pen @ 77°F (25°C)	ASTM D-3407	90 max	80
Bond @ 0°F (-18°C), 50% ext.	ASTM D-3407	Pass 5 cycles	Pass 5 cycles
Flow @ 140°F (60°C)	ASTM D-3407	5 mm max	1 mm
Asphalt compatibility		Complete	Complete
Safe heating temperature		20 °F (11°C) above applic. temp.	410 °F (212°C)
Recommended application temp.			380 °F (195°C)**
Maximum application temp.			390 °F (200°C)

***Temperature of sealant measured at pavement surface. Use Maximum application temperature in cool weather.*

PACKAGING

Available in 30 lb. (13.6 kg) box, 75 boxes per pallet. Pallet weight is approximately 2,250 lbs. (1020 kg). Alternate packaging is available.

WARRANTY

CMC warrants that all sealant meets applicable specifications at time of shipment. Remedies against CMC are limited, at CMC's option, to product replacement, or full or partial refund, and does not include installation or any other cost. Claims must be made within three months of the date of purchase.

Distributed in your area by:
Sorco Products, Inc.
800-722-5938

Crackfiller Manufacturing Corporation
PO BOX 6738 CHEYENNE, WY 82003 307/778-8610

PRODUCT DATA SHEET **CRACK & JOINT SEALANTS**

CMC #102

ASTM D-3405-78

*The City of Joplin, Mo.,
the City of Monett, Mo.,
the Missouri Dept. of Trans.
and the City of Springdale, Ark.
are using our CMC-102

REQUIREMENTS

Single component hot applied crack sealant. Exceeds the requirements of ASTM D-3405. Typical uses are for roads and highways.

GENERAL COMPOSITION

Ingredients include a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the two with asphalt and other modifiers as required to meet the specification. ***Reclaimed materials are utilized as needed except when prohibited by the specifying agency or if use would adversely affect product quality or compliance to specification.*** Compatibility with surface treatments should be confirmed by the user through field testing prior to application.

USE

CMC #102 is a pre-reacted sealant and can be applied immediately after application temperature is reached. Specification requires sealant to be heated in a Melter utilizing oil as a heat transfer medium. The Melter shall be capable of constant agitation and equipped with a calibrated thermometer. Application can be by hand-held or wheeled pour pots or use of a pressure applicator.

PHYSICAL PROPERTIES & SPECIFICATION COMPLIANCE

TEST	TEST METHOD	SPECIFICATION	TYPICAL RESULTS
Cone Pen @ 77°F (25°C)	ASTM D-3407	90 max.	75-85
Resilience	ASTM D-3407	60% min.	65%
Bond @ 0°F (-18°C), 100% ext.	ASTM D-3407	Pass 3 cycles	Pass 3 cycles
Bond @ -20°F (-29°C), 50% ext.	ASTD D-3407	Pass 3 cycles	Pass 3 cycles
Flow @ 140°F (60°C)	ASTM D-3407	3 mm max.	1-2 mm
Asphalt Compatibility	ASTM D-3407	Complete	Pass
Safe Heating Temperature		400°F (206°C)	410°F (212°C)
Recommended Application Temperature			380°F (195°C)
Maximum Application Temperature			390°F (200°C)**

***Temperature of sealant measured at pavement surface. Use Maximum Application Temperature in cool weather.*

PACKAGING

Available in a 30 lb (13.6 kg) box, 75 boxes per pallet. Pallet weigh approximately 2,250 lbs (1,020 kgs). Alternate packaging is available.

WARRANTY

CMC warrants that all sealant meets applicable specifications at the time of shipment. Remedies against CMC are limited, at CMC's option, to product replacement, or full or partial refund, and does not include installation or any other cost. Claims must be made within three months of the date of purchase.

Distributed in your area by:
Sorco Products, Inc.
800-722-5938

Crackfiller Manufacturing Corporation
PO BOX 6738 CHEYENNE, WY 82003 307/778-8610

**30/50 is packaged in 50# tubes. There are 27 tubes per pallet (1,350

SP INC.

Sorco Products, Inc.

P.O. Box 490
Stroud, Oklahoma 74079

Stroud (918) 968-2529
FAX (918) 968-3047
WATS 1-800-722-5938

PRODUCT 30/50
HOT APPLIED JOINT SEALANT

DESCRIPTION

Product 30/50 is a hot applied crack sealant prepared from 100% asphaltic petroleum base, furnished as a solid, and at application temperature is self-leveling.

APPLICATION SPECIFICATION

Product 30/50 meets or exceeds most state DOT asphalt crack sealant performance specifications.

APPLICATION TEMPERATURE

Product 30/50 may be heated up to 390 degrees F. before application of crack sealant.

PROPER APPLICATION

If moisture is present when filling cracks, use a torch to dry cracks and blow out with air-compressor. When filling cracks, a V-Squeegee should be used to follow applicator so over-filling of cracks does not occur. The surface may be blotted with cement, limestone screenings, or sand.

COVERAGE

To aid in calculating quantities needed:

1 gallon equals 231 cubic inches.

The weight of the product is 8.35 pounds per gallon at 60 degrees F.

RECOMMENDED USE

Product 30/50 is recommended as a maintenance crack sealant for filling cracks in asphalt roads and streets, and Portland concrete highways and streets.

OTHER USES

Product 30/50 has been used by some customers to fill pot holes and to seal alligatored areas.

MELTING & APPLICATION EQUIPMENT

A standard tar kettle or a double bottom oil bath kettle can be used. The product may be applied through either a metal hose or pour pots.

PROPER APPLICATION WHEN FILLING POT HOLES and REPAIRING ALLIGATORED AREAS

When filling pot holes, fill in layers of 30/50 and crusher run rock and fines until pot hole is level with surface.
On alligatored areas, clean area of dirt and debris apply a coat of 30/50 over the entire area and cover immediately with a layer of clean 3/8" to 5/8" chips.

PACKAGING

Product 30/50 is packaged in 50 pound heavy fiber tubes. Total weight is 1350 pounds per pallet (27 tubes per pallet).

PHYSICAL PROPERTIES

	MINIMUM	MAXIMUM
Penetrations @ 77 degrees F. 100 Grams, 5 Seconds	30	50
Ductility @ 77 degrees F. CMS	10	—
Flash Point (COC) degrees F.	490+	—
Melting Point or Softening Point degrees F.	160	175
Loss @ 325 degrees F. for 5 hours %	—	1
Solubility in CC l - 4%	99.5	—
Spot Test with Standard Naphtha Solvents	Negative	—
Pouring Consisting	Self-leveling	—

* The above specifications cover an asphalt cement processed for use in varying Midwest climates.

SERVING: OKLAHOMA, ARKANSAS, COLORADO, KANSAS, MISSOURI, AND TEXAS

Radio Evaluation
A. 3. Page 1

RECEIVED
JAN 03 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Name	Division	Department
Richard L. Watson	Police	Police

ACTION REQUIRED: Award RCC Consultants Inc. the contract for radio consultant. This contract will be for services to evaluate the current radio system and recommend either a replacement or an upgrade.

COST TO CITY:

$228,393.00	784,000.00	Radio System Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5314.00	50.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
99019 -1	783,950.00	Sales Tax Capital Improvements Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Ken Gray for SLD
Budget Manager

Administrative Services Director

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

Marilyn J. Cramer 12-29-99
Accounting Manager Date

Yolanda Fields 12-29-99
Internal Auditor Date

12-29-99
City Attorney Date

ADA Coordinator Date

Vice 12-29-99
Purchasing Officer Date

STAFF RECOMMENDATION: Council award contract to RCC Consultants Inc. in the amount of $221,393.00 with a contingency of $7,000 for additional travel not included in the original contract.

12/28/99
Division Head Date

Eldon R. Roberts 12/28/99
Department Director Date

1/3/00
Administrative Services Director Date

Fred Hanna 1/3/00
Mayor Date

Cross Reference

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

Prev Ord/Res #: ____________

Orig Contract Date: ____________

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Mayor Fred Hanna

FROM: Chief of Police Richard Watson RW [illegible]

DATE: December 28, 1999

SUBJECT: Awarding the Radio Consultant contract to RCC Consultants, Inc. in the amount of $221,393.00 with a contingency of $7,000 for additional travel.

On Thursday, October 14, 1999 the Radio Committee received presentations from two consulting firms, Concepts to Operations and RCC Consultants, Inc. After the presentations the committee selected RCC Consultants to handle this project.

This project is a three phase project.

- Phase I will consist of assessing the City of Fayetteville's radio communication needs and requirements. It also includes evaluating the existing system to determine if it is capable of meeting those needs for the next ten years.
- Phase II will consist of developing a detailed system specification, include solicitation of vendor proposals, development of evaluation criteria, and vendor proposal evaluations.
- Phase III includes project management, performance evaluation and final system acceptance.

City staff believes the radio replacement project will be a 2.5 to 3 million dollar project. A rollover of $100,000 from 1999 into this project will occur in January of 2000 with council approval. A future budget adjustment will be needed to fund this radio replacement project.

The current radio system is becoming obsolete. Motorola will only agree to service this system until 2001. We have several problems occurring now with the current system. We have three fleets where there are no ID's left to assign to new radios. We are having problems getting parts for the older radios on our system. This problem will begin to increase after 1999 because Motorola will no longer provide parts for the STX portables, Syntor Mobiles, and Syntor Control stations which account for the majority of equipment on our system.

We believe RCC Consultants, Inc has the qualifications and experience to handle our project.

Consultant Services Contract

Between

RCC Consultants, Inc.

And The

City of Fayetteville, Arkansas

CONSULTANT SERVICES CONTRACT

THIS AGREEMENT is made as of January 5, 2000, by and between City of Fayetteville, Arkansas (hereinafter referred to as the "City") and RCC Consultants, Inc., a Delaware corporation with offices at 100 Woodbridge Center Drive, Suite 201, Woodbridge, New Jersey 07095 (hereinafter referred to as "RCC").

WITNESSETH:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

The City hereby engages RCC to perform the consulting services (the "Services") set forth in that certain proposal entitled "Statement of Work", dated December 20, 1999, annexed hereto as Appendix "A", and incorporated herein by this reference (the "Statement of Work"), and RCC hereby agrees to perform such Services, all on the terms and subject to the conditions set forth in this Agreement and the Statement of Work.

ARTICLE II - Compensation

As compensation for the Services, the City shall pay RCC the sum stated in the Statement of Work. Beginning in the first month following the Commencement Date, RCC will submit to the City monthly detailed line item invoices for the portion of the Services undertaken in the previous month. The invoice detail will include a breakdown of hours worked by each person and a general breakdown of expenses such as airfare, lodging, meals, and rental cars. The City shall pay RCC the amount on the invoice within thirty (30) days of the City's receipt of the invoice.

ARTICLE III - Submission of Reports

During the term of this Agreement, RCC shall provide to the City or its designee such oral or written reports as are specified in the Statement of Work.

ARTICLE IV - Period of Performance - Contract Amount

The performance by RCC of the Services hereunder shall commence as soon as practicable following the execution and delivery of this Agreement by both parties (the date of such commencement is herein referred to as the "Commencement Date"), and, subject to the provisions of ARTICLE VI hereof, shall terminate upon completion of the Services and payment to RCC of the total sum specified in the Statement of Work.

ARTICLE V - Independent Contractor

RCC's relationship with the City shall at all times be that of an independent contractor. The method and manner in which RCC's services hereunder shall be performed shall be determined by RCC in its sole discretion, and the City will not exercise control over RCC or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by RCC shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate RCC, or any of its employees, as employees or agents of the City.

ARTICLE VI - Termination; Disputes

(a) Either party (the "Terminating Party") may terminate this Agreement if the other party materially fails to satisfy one or more of its obligations hereunder and such failure continues for more than thirty (30) days after notice of such failure by the Terminating Party to the other party. If this Agreement is terminated prior to completion of the Services and full payment therefore, the parties shall have all rights and remedies available at law, subject to the terms of this Agreement. In the event of termination, the City shall pay RCC for work performed and expenses incurred up to the date of termination.

(b) If any invoice is disputed, the City must specify the amount in dispute and the nature of the dispute and must pay the undisputed amount of the invoice in accordance with the terms of this Agreement. If notice of dispute of an invoice is not sent to RCC within 30 days of the City's receipt of the invoice, the invoice will be deemed accepted by the City and must be paid in accordance with the terms of this Agreement.

ARTICLE VII - Confidentiality

Any reports, charts, and other data prepared by RCC specifically for the City in the course of performing the Services shall be the property of the City. RCC agrees to protect the confidentiality of any information delivered to RCC by the City in connection with this Agreement that is designated by the City to be privileged or proprietary, except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with the City, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

Each party agrees that during the term of this Agreement and for a period of one (1) year thereafter it will not seek to employ an employee of the other party.

ARTICLE IX - Warranties

RCC warrants to the City that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action of RCC, and that this Agreement is the valid and binding obligation of RCC, enforceable against it in accordance with its terms. RCC further warrants that it will perform the Services in accordance with the Statement of Work and in a professional manner substantially in accordance with standards of performance in the engineering consulting business, subject to the terms of this Agreement.

The City warrants to RCC that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action of the City, and that this Agreement is the valid and binding obligation of the City, enforceable against it in accordance with its terms.

ARTICLE X - Indemnity/Liability

RCC will indemnify the City and hold it, and its officers, agents, representatives, and employees harmless from all claims, damages, costs, including reasonable attorney's fees, and liabilities directly resulting from negligence or willful misconduct by RCC in the performance of RCC's obligations under this Agreement, except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of the City or its employees, representatives, or agents; that in no event shall RCC be liable for lost profits, consequential damages, indirect damages or incidental damages suffered or incurred by the City or any other person. Notwithstanding the foregoing, the parties agree that in no event will RCC's liability under this Agreement exceed 1.5 times the amount of compensation paid to RCC by the City or RCC's insurance coverage, whichever is less.

ARTICLE XI - Insurance

During the term of this Agreement RCC shall maintain property damage insurance and general public liability insurance with limits which RCC believes to be substantially in accordance with industry standards. RCC shall also carry worker's compensation insurance as required by law. RCC will provide the City with a certificate of insurance evidencing the insurance coverage provided for herein.

ARTICLE XII - Notice

Any notice, request, or other communication to either party by the other concerning this Agreement shall be in writing and shall be (i) hand-delivered, in which case such notice, request, or other communication shall be deemed given when actually received by the addresses, or (ii) sent by certified or registered United States mail, return receipt requested, postage prepaid, in which case such notice, request or other communication (if addressed as provided below) shall be deemed given three days (excluding Saturdays, Sundays and holidays) after deposited with the U.S. Postal Service. All notices shall be addressed as follows:

If to RCC:	RCC Consultants, Inc. 100 Woodbridge Center Drive, Suite 201 Woodbridge, NJ 07095 Attn: Michael W. Hunter President & CEO
With a Copy to:	RCC Consultants, Inc. 10700 North Freeway, Suite 610 Houston, TX 77037 Attn: Gregory A. Munchrath, P.E. V.P. & General Manager, Southern Region

If to the City: Fayetteville Police Department
100 West Rock
Fayetteville, Arkansas 72701
Attn: Ms. Kathy Stocker
Dispatch Manager

Either party may change such address from time to time by notice given in accordance with the provisions of this ARTICLE XII.

ARTICLE XIII - General

A. Modifications. This Agreement may not be amended or modified, except by written agreement of the parties signed by the duly authorized officers of the parties.

B. No Waiver. No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall constitute a waiver of any such right or remedy; nor shall it affect the right of either party to enforce such provisions thereafter.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

D. Severability. If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Successor and Assignees. The City shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of RCC. RCC shall have the right, with the consent of the City, to assign this Agreement and its rights and obligations hereunder to RCC's parent, subsidiaries or affiliates, or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger, or to a purchaser of all, or substantially all, of RCC's assets. Except as provided in the preceding sentence, RCC shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the City. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

F. Force Majeure. In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonable necessary after such occurrence to remedy the effects thereof.

G. Entire Agreement. This Agreement (along with the Statement of Work, which is incorporated herein) constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The City of Fayetteville retains the right to continue or cancel the contract at the completion of each phase of work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first written above.

WITNESS:		***City of Fayetteville, AR:***	
SIGNED BY:		SIGNED BY:	
DATE:		DATE:	
TITLE:		TITLE:	
WITNESS:		***RCC Consultants, Inc.:***	
SIGNED BY:	[signature]	SIGNED BY:	[signature]
DATE:	1/5/00	DATE:	1/5/00
TITLE:	VICE PRESIDENT	TITLE:	PRESIDENT/CEO

APPENDIX A
Statement of Work

1.1 General Approach

Any successful consulting project is a result of three factors:

- A competent team of consultants, knowledgeable in the specific issues facing the client.
- A proven methodology which provides discipline and focus to the consulting team's efforts.
- Strong communications between the client and the project team regarding the team's progress.

RCC is proposing a team of consultants whose background and prior experience include the skills necessary to successfully complete this project. The team will be directed from our Houston office, with particular emphasis on those key individuals who worked with City and County Governments and have up-to-the-minute experience in the communications issues facing the City of Fayetteville.

The methodology we propose is designed to provide the City of Fayetteville with an unbiased assessment of the communications needs and requirements of the City's agencies, and to determine if the existing communications system can be upgraded to meet the needs, or must be replaced.

Our approach to the City's project has been divided into three phases as outlined below. Each phase is followed by a logical breakpoint, which allows management review and approval before continuing with the next phase.

The three phases provide a comprehensive and structured means of:

Phase I — Assessing the City of Fayetteville's radio communications needs and requirements and evaluating the existing system to determine if it's capable of meeting those needs.

Developing specific recommendations for enhancement of the existing system or replacement of the entire infrastructure. This effort will include equipment needed, projected costs, and an implementation timeline.

Phase II — Development of detailed system specifications, solicitation of vendor proposals, development of evaluation criteria, and vendor proposal evaluations.

Phase III — Management of system implementation, performance evaluation, and final system acceptance.

1.2 Proposed Workplan

Phase I – Review of Current System, Equipment, Facilities & Infrastructure

➢ Task 1 - Project Initiation and Team Orientation

The purpose of Task 1 is to initiate the project, which involves a number of activities including:

- Conducting a project kickoff meeting to define the various project team members for the departments/divisions, and determining their desired roles.
- Review project scope of work, objectives, plans, and requirements with the project team.
- Review the project schedule and milestones including:
  - Complete list of tasks, timetables, deliverables, and tentative meeting schedules
  - Schedule progress meetings for key milestones, in addition to regular contact with the City's project team
- Identifying the types of information RCC personnel will be requesting from City departments during the Needs Assessment.
- Setting up charge codes for the various tasks to be completed in the RCC billing system
- Deliverables include:
  - Project Team Organization Chart
  - Updated Phase I workplan and schedule
  - Monthly Project Status Report

➢ Task 2 - Understand Current Systems and Issues

The purpose of Task 2 will be to allow RCC personnel to review the existing 800 MHz trunked radio communications system described in the Request for Proposals.

As part of this effort, RCC personnel will:

- Collect and review a listing of the existing 800 MHz trunked radio communication system equipment and networks;
  - Descriptions of existing two-way radio network, dispatch locations, existing tower sites, and interconnecting network.
  - Existing listings of user equipment including mobile and handheld radios and related accessories, control stations for remote dispatch points, and FCC licensing documents.

- Collect relevant forms, reports, statistical data, and existing system documentation. This data collection will assist RCC in understanding or verifying:
  - How major functions are performed
  - The flow of voice and data information throughout the City's various service areas
  - User perceptions of the existing radio systems' effectiveness, and opportunities for improvement
  - Maintenance problems/concerns relating to the existing systems
  - Radio traffic transaction volume data will be requested and reviewed during this task
- Review capabilities of existing communication facilities including:
  - Adequacy of existing dispatch console systems and facilities including equipment and support rooms, and their ability to support and integrate with future communications requirements
  - Age and suitability of existing communication facilities, available space for new equipment or expansion, and construction that may be necessary to develop these facilities for future use
  - Tower site locations including, but not limited to, Mt. Robinson and Mt. Sequoyah sites
  - Emergency power sources for primary and backup systems

➢ <u>Task 3 - Interview City Personnel</u>

- The RCC project team will interview key City of Fayetteville personnel to determine the short- and long-term two-way radio communication requirements of each participating department or agency. Working with City staff, RCC will determine the specific operational needs for the radio communication infrastructure, both currently and projected through at least the next ten years.

  RCC will work closely with the City staff to schedule interviews so that they may be conducted thoroughly and efficiently. Interview sessions will be conducted on site within the City at locations to be designated by the City's project team. Our staff generally prefers to interview agencies within their own surroundings to allow our engineers to observe each department's operation on a first-hand basis. The interview process will include at a minimum:
  - Police Department
  - Fire Department
  - Local Government

- Water & Sewer
- Wastewater Treatment
- Solid Waste
- Parks & Recreation
- Inspections
- Engineering

Additional interview sessions can be added as deemed necessary. For the purposes of our cost proposal, we have assumed that 12 group interview sessions will be required. Additional interview sessions can be added if desired by the City.

The length of each interview session will vary depending upon the size of the department and the complexity of their communication requirements. RCC staff will spend the time necessary to accurately determine and document the communication requirements for each department. RCC personnel have conducted thousands of interviews for City and County agencies throughout the United States.

The interview sessions will be preceded by a questionnaire that will help the interviewees prepare for the interview sessions. The questionnaires will provide guidance in determining requirements for radio coverage, channel capacity, interoperability with other agencies, dispatch facilities, and features and functions for the new system.

The interview sessions will provide an opportunity for the system users to provide input on the system configuration and design, and will also allow RCC personnel to provide an overview of the technology and capabilities that are currently available from the radio system providers. In addition, due to our nationwide experience, RCC personnel will be able to provide insight into the ways other cities have solved some of their communications problems.

During the interview process, one of the most critical items discussed will be the need for reliable radio coverage throughout the City's service area. The amount or level of radio coverage required by the participating departments will have a direct impact on the overall cost of system implementation and long-term support. Accordingly, RCC personnel will work carefully with each department to specifically define its need for radio coverage in below-ground areas, at street level, and within structures throughout the defined service area.

RCC personnel will work with each department to discuss the way in which department personnel utilize their mobile and handheld radio devices. This is critically important since the way in which a portable radio is used will have a direct impact on the radio coverage provided by the system infrastructure. Put simply, this means that a given infrastructure design will provide different levels of radio coverage for a handheld radio operated at head level than it will for the same radio operated on the user's belt with a remote speaker microphone. In addition, special protective clothing such as firefighting equipment, can also have an impact on radio coverage performance and should be considered during system planning.

Requirements for in-building radio coverage will also be discussed at length, since under-specifying coverage requirements will result in unacceptable system operation, and over-specifying coverage requirements will make the system infrastructure prohibitively expensive.

During the interview process, RCC will have each participating agency graphically draw their specific coverage requirements on a map of the area, typically a City or County map provided by the City.

Specific levels of coverage are identified on the map in different colors, e.g., green may indicate mobile coverage, red may indicate portable radio coverage at street level with radios operated on the user's belt. In most cases, specific requirements for communications coverage within buildings are identified on a "per building" basis. The coordinates for each identified building are then mapped to allow the system user and RCC's engineering staff to properly configure the location of repeater sites throughout the network.

In our recent project with the City of Austin, City and County agencies specifically identified over 160 "heavy" buildings in which radio coverage must be guaranteed by the successful vendor. Requiring that portable in-building coverage be provided within all buildings in a large specified service area can unnecessarily exaggerate the cost of the infrastructure. It is often beneficial to categorize buildings according to size and type of construction to better define the levels of required in-building coverage.

- Other information gathered will include:
  - The types of quantities of radios needed for the forecasted growth of the Departments for the next ten years.
  - Channels or talkgroups required for each department's own internal communications; for example, Police sector channels, Fireground channels, Local Government Operations, etc.
  - Interoperability requirements for communications among City agencies and with external entities such as those defined in the City's RFP.
  - Functional requirements for the system will be discussed and documented for capabilities such as voice encryption for secure communication, mobile command posts, telephone interconnect, etc.
- Prepare typed interview summaries to be returned to each person or group interviewed for their review and approval. During the interview process, RCC personnel will collect relevant information from the interviewees and will summarize the information in a clear, concise written summary of the interview. This helps ensure that our engineers clearly understood the messages conveyed during the interviews and provides the interviewees with an opportunity to review the information and make any changes or additions if needed.

The interview summaries also provide written background information for new members that may enter the project team. For example, during a recent project, the acting Fire Chief left the City to pursue a Chief's position in his hometown in Pennsylvania. The City hired a new Fire Chief who joined the City the middle of the project and was able to quickly get "up to speed" on project activities by reviewing the interview summaries developed during the Needs Assessment.

- Deliverable:
  - Typed Interview Summaries

➢ Task 4 – Analyze Requirements & Needs

- At the conclusion of Tasks 2 and 3, RCC personnel will analyze the information collected during the interview process and during site visits to the various City communications facilities. The user requirements analyzed will include, but not necessarily be limited to, the following:
  - Radio coverage requirements for vehicular based voice radio, and handheld voice radios operating at street level, within buildings and below-ground areas as required. Specific characteristics about how City users use their wireless communications equipment will be addressed. Portable handheld devices operate with lower transmitter power and less efficient antenna system, which necessitates a different infrastructure configuration. These issues must be considered and addressed to help ensure that the final system performance matches the City's expectations.
  - Radio communications traffic levels will be analyzed to help determine the number of channels required to allow the system to operate at an appropriate grade of service, both initially and during its useful lifetime. RCC engineers will analyze collected traffic information provided by the City departments to help determine the number of channels required within each portion of the City's required service area. In the event that the City is unable to provide historical channel loading activity, RCC has developed its own computerized radio traffic analysis system that can monitor and capture the actual amounts of air time consumed by the various City departments on a real time basis, if needed.

    The traffic measurement system can be interfaced with any of the City's existing radio communication networks to record and collect actual traffic usage during a specified time period. Each traffic measurement system is capable of recording air time usage on up to 24 of the City's existing frequencies or channels. Multiple traffic measurement systems units can be deployed simultaneously in different locations of the City to capture the data needed to make an accurate assessment of channel usage activity. Our cost proposal assumes that the City's existing trunked system can provide appropriate traffic data for analysis. An option for measuring traffic data has been included in the cost proposal.

RCC has a full-service, Geographic Information Systems (GIS) laboratory at our headquarters in Woodbridge, New Jersey. In addition to analyzing existing radio system activity, our GIS laboratory can, if requested, at additional cost, take incident information collected by the various City departments, and produce thematic maps that clearly indicate where the various hot spots of activity are occurring within the City's service areas. The plotted incident activity can be easily overlaid on radio coverage analyses generated by our Romulus coverage analysis system to provide a visual representation of the correlation of radio coverage provided by various tower sites, and activity levels occurring within each City department.

- Dispatch facilities and console system, associated equipment rooms, and personnel areas to determine their suitability for continual use and expansion.
- Channel or talkgroup assignments required for each operational group within a department to facilitate each group's need for radio communications capability. RCC engineers will also review and consider the requirements for interagency communications for all participating City entities.
- Equipment requirements for mobile radios, handheld radios, and related accessories such as carrying devices, speaker microphones, batteries, special headsets, control stations for remote dispatch points, primary and backup CRT-based console systems as needed, and quantities of equipment including forecasted growth.
- System redundancy issues including primary and backup communication centers, redundant communications equipment, system control links, auxiliary power systems and surge protection for all critical components.
- Site interconnectivity requirements.

➢ <u>Task 5 – Develop Recommendations for Improvement</u>

Develop recommendations for existing equipment upgrade/enhancement or system replacement. This will include required equipment, projected costs and an implementation schedule. As part of this effort, RCC will provide the City with an estimate of expected life for both the existing system and the new/upgraded system.

RCC will also prepare an implementation plan to develop, procure, implement, and acceptance test the new/upgraded system.

➢ Task 6 – Prepare a Long-Range Plan

Develop long-range plans for procurement and operation of the new/upgraded communication system. The plan will address FCC requirements and adequacy of the City's existing FCC channel assignments to meet the City's future requirements.

➢ Task 7 – Prepare & Present Phase I Report

Once RCC personnel have developed the conceptual system alternatives and budgetary cost estimates, we will meet with the City's project team to present, discuss, and justify our findings and recommendations. We will provide appropriate documentation to support recommendations and conclusions. In addition, our staff will complete the following:

- Prepare a draft of the Phase I Report identifying all of the work completed to date, specific findings, conceptual alternatives, implementation strategies and budgetary cost estimates to acquire the system alternatives.
- Present the draft report for comments by the City's project team and modify, if applicable.
- Present final Phase I Report to councils or commissions.
- For the purposes of our cost proposal, we have assumed one formal presentation will be required. Additional presentations may be added as necessary, at additional cost.

✵ Deliverable is Phase I Report.

Phase II - Detailed System Design, Development of Specifications, & Vendor Proposal Evaluations

The focus of Phase II is to refine the conceptual system designs, develop detailed specifications and Requests for Proposals, evaluate vendor responses, and select the best system for the City.

The detailed systems design will be incorporated into the request for proposals. The RFP would be the basis upon which each proposal will be judged. Each vendor should be required to respond to all sections of the RFP and include, where applicable, which features are optional and at what cost. In addition, vendors should be required to submit the cost data separately to enable the project team to evaluate technical responsiveness apart from costs. This approach assures objectivity during the vendor evaluation.

The RFP would address specific technical and procedural areas, as well as support areas such as training and maintenance. These areas include:

- RFP Response Procedures
- System Functional and Operational Requirements
- System Design and Performance
- Equipment Design and Performance
- Optional Equipment
- Maintenance Options and Local Support
- System/Vendor Information and Qualifications
- Installation Requirements
- Training Requirements

➢ Task 1 - Project Initiation and Team Orientation

- Review Phase II scope, objectives, plans, and requirements with the appropriate team members
- Prepare detailed plans, calendar, and milestones including:
  - Completing list of tasks, timetables, deliverables, and meeting schedules.
  - Progress meetings proposed on a biweekly basis, in addition to regular contact with the City of Fayetteville personnel
- ❋ Deliverable consists of a finalized Phase II work plan

➢ Task 2 - Develop Detailed System Designs

- Develop detailed system design including finalized system configuration, system functionality, uptime and response requirements, and hardware/software lists for user equipment.
- Review detailed design with the project team and modify if necessary.

➢ Task 3 - Assist in Preparation of FCC/FAA Licensing Documents

Task 3 is now included in the workplan and cost proposal as requested.

- Assist the City of Fayetteville in the preparation of the frequency coordination request and FCC Form 600.
- Assist the City with FAA filings should new tower sites be required.
- All frequency coordination and licensing fees would be paid by the City of Fayetteville.

* Filing of FAA and FCC licensing documents was not requested by the City and is not currently in our cost proposal.

➢ Task 4 - Develop RFP

- Develop draft RFP including:
  - Description of existing systems and services, project background, goals, and objectives
  - Administrative requirements including response format, due date, place and person to whom responses should be addressed, bidders' conference schedule, and evaluation criteria
  - Technical requirements including functional and administrative requirements, site preparation, implementation, system testing and acceptance, back-up/recovery, product reliability, and performance requirements
  - Business requirements including cost sheets for communications equipment, discounts available, maintenance, training, upgrades and expansions, financing proposal options, vendor information, and legal and insurance requirements
- Review the draft RFP with the project team and modify draft accordingly if necessary
- Issue the RFPs to the qualified vendors and schedule a proposer's conference approximately fifteen (15) days after the issuance of the RFP
- Conduct the proposer's conferences and give the vendors an opportunity to ask questions or clarify information in the RFP

- ♦ Allocate an appropriate amount of time for vendors to prepare responses, depending on the scope of the project.
- ✵ Deliverables:
  - Approved RFP
  - Proposer's conference documentation

➢ <u>Task 5 - Develop Criteria and Evaluate Responses</u>

- ♦ Define evaluation criteria for:
  - Vendor qualification
  - System performance, expansion capabilities and versatility
  - System redundancy
  - Overall cost including initial purchase and support
  - Availability of maintenance support and spare parts locally
  - System Training
  - Organization and quality of proposal and oral presentation
- ♦ Review evaluation criteria with the City of Fayetteville project team
- ♦ Utilize established evaluation criteria and review all vendor proposals
- ♦ Arrange off-site visits to view vendors' systems in operation at other customers' premises, if desired by the City. Site visits are not currently included in our cost proposal.
- ♦ Attend oral presentations by vendors
- ♦ Provide the City's team with written results of the evaluation process and vendor recommendations
- ♦ Meet with the City's evaluation team to review and discuss evaluation scoring and findings
- ✵ Deliverables include:
  - An evaluation criteria for vendor proposals
  - Proposal clarification addenda
  - A written evaluation report

➢ <u>Task 6 – Assist City Staff with Two Presentations to City Council</u>

RCC will assist the City staff in preparing a presentation of Phase II results to the City Council. At the staff's direction, the cost proposal includes two separate trips to Fayetteville to appear at two Council meetings. Additional appearances before Council can be provided as needed on a "time & materials" basis. An estimate of trip cost has been provided in the cost proposal that follows.

➢ Task 7 - Assist With Contract Negotiations

At the City's request, contract negotiation assistance has been added to the scope of work. We are proposing up to 50 hours of contract negotiation assistance, which we feel is a good estimate for a project of this size.

In the event that more than 50 hours of effort are required, RCC will inform the City and add the additional time only after it has been approved by the appropriate City officials. Additional time would be billed at the same hourly rates as the regular in-scope project work.

- Assist the City of Fayetteville in the review of vendor contracts. Our assistance does not include legal representation, but rather help in identifying clauses or statements that are not in the City of Fayetteville's best interest. The City of Fayetteville's legal council should also review all contracts.
- Develop initial Acceptance Test Plans (ATPs). Our experience indicates that initial acceptance testing requirements are more readily agreed to by prospective vendors during the contract negotiation process. Stringent test requirements will be more difficult to negotiate after the purchase contract is signed.

Phase III - Project Implementation Management

- Task 1 – Kickoff Project Implementation

  - Prepare implementation schedule
  - Attend project implementation meeting
  - Attend vendor design review for proposed system
  - Prepare system cutover plan

- Task 2 - Monitor Progress and Resolve Issues

  - Monitor vendors' compliance with the proposed implementation schedule
  - Inspect the assembled system at the appropriate staging area
  - Conduct regular on-site inspections of installed equipment at the various locations. The term "regular" means "as needed". In some months, no inspection may be needed, while in others, more than one inspection may be required depending upon vendor progress.
  - Coordinate the resolution of implementation problems, if they occur
  - Review and approve vendor's invoices for payment
  - Notify vendor of discrepancies, if they occur, unless not required by City Staff
  - Prepare biweekly project status reports and conduct on-site monthly project implementation meetings as needed
  - Deliverable:
    - Implementation progress reports

- Task 3 - Develop Final Acceptance Test Program and Assist the Team in Acceptance Testing

  - Utilizing the initial ATP developed at the conclusion of contract negotiations, develop final acceptance testing procedures for the new systems including:
    - Equipment delivery
    - Equipment installation (physical and electrical)
    - Functional operation including software
    - Radio coverage
    - System response times and capacity
    - Recovery from failure
    - 30 day operation without a major failure
  - Monitor vendor acceptance testing prior to system acceptance by the City of Fayetteville

- Deliverables include:
  - Acceptance Testing Plan
  - Results of Acceptance Testing Process
  - Final Acceptance Testing Report

NOTE: Our cost proposal is based upon the assumption that the successful radio vendor completes system implementation and acceptance testing within 12 months of signing a contract with the City.

Professional Fees

Our professional fees are based upon the amount of time and level of skill required to successfully complete the project. In addition, we are reimbursed for out-of-pocket expenses for items such as airfare to and from Fayetteville, room & board while on-site in Fayetteville, rental cars, etc. We do not mark-up expenses and we utilize our corporate discounts whenever possible to minimize expenses. We do not charge the City for items such as Overnight Express mail or long distance telephone calls, as they are considered company overhead. Invoices will include a high-level breakdown of expenses. Additional expense detail will be available for City review upon request.

RCC will invoice the City of Fayetteville on a monthly basis for work completed in the previous month. Invoices will include professional fees and out-of-pocket expenses. Invoices are due within thirty (30) days.

Our cost proposal is based upon our current understanding of the City's needs and requirements as outlined by the City's Project Team.

At the City's request, the following changes in project scope have been made to the project workplan:

- **Add vendor contract negotiation assistance.** RCC has included up to 50 hours of assistance in this area. If less than 50 hours are required, the City will be invoiced the lesser amount. If more than 50 hours are needed, RCC will inform the City staff and proceed only after City approval. Additional negotiation assistance would be billed at the same hourly rates as the in-scope project work.
- **Add Task 3 in Phase II to provide FCC and FAA licensing assistance as described in the workplan.**
- **Add Council Presentations.** Add a task to provide assistance in preparing and presenting a PowerPoint presentation to the City Council at the conclusion of Phase II. Include cost to make two trips to Fayetteville for two different Council sessions.
- **Traffic Measurement.** Provide optional cost to collect (measure) radio traffic data from the City's current system to help determine the number of channels needed in the new or upgraded system. RCC proposes to measure traffic for a period of 3 weeks on a continuous basis.

Hourly rates for RCC personnel are as follows:

♦ Jim Baron, P.E.	Managing Consultant & Project Manager	$145
♦ Gaylon Harwell, P.E.	Managing Consultant	$145
♦ Greg Munchrath, P.E.	Project Principal	$175
♦ Peggy McIlveene	Project Assistant	$75
♦ Jim Morgan	Managing Consultant	$145
♦ Steve Gompers	Senior Consultant	$125
♦ John Pearson	Regulatory Specialist	$130
♦ Gail Allen	Microwave Specialist	$115

The professional fees identified below reflect the revision of the workplan from four phases to three and include the additional work effort requested by the City including:

- Vender contract negotiation assistance
- FCC and FAA licensing assistance
- Development of a Phase II presentation for City Council and attendance at two different Council meetings with the City Council

Professional Fees (excluding expenses)

♦ Phase I -	Review of Current System, Equipment, Facilities and Infrastructure. Development of Recommendations for System Improvements.	$53,650.00
♦ Phase II -	Detailed System Design, Development of Specifications, Vendor Proposal Evaluations, Presentations to City Council, and Contract Negotiation Assistance	$71,630.00
♦ Phase III -	System Implementation, Acceptance Testing, and Cutover	$64,960.00

We have included a breakdown of out-of-pocket expenses by task for each phase of the project. The spreadsheet on the following page outlines expenses for airfare, lodging, rental car, and meals for the project. The out-of-pocket expenses incurred each month of the project will be included on the monthly invoice, along with our professional fees for the same time period.

In the event that an additional meeting with the City Council is needed, professional fees would be $1,160 plus approximately $600 in travel expenses.

Estimated Expenses - City of Fayetteville, Arkansas								
Proposed Staff: J. Baron; G. Harwell, J. Pearson, P. McIlveene, G. Munchrath								
Phase I - Review of Current System, Equipment, Facilities & Infrastructure	**Harwell**	**Cost**	**Baron**	**Cost**	**Estimated Expenses**	**Estimated Expenses Per Task**	**Estimated Expenses Per Phase Phase 1 $5,155**	**Comments**
Task 1 - Project Initiation & team Orientation								
Airfare	1	$350	1	$300	$650			
Hotel	1	$110	1	$110	$220	**Phase 1**		
Rental Car	1	$65	0	$65	$65	**Task 1**		
Meals	1	$40	1	$40	$80	**Total**		**Two persons for**
Miscellaneous	0	$0	0	$0	$0	**$1,015**		**a one day trip**
Task 2 - Understand Current Systems & Issues								
Airfare	1	$350	1	$300	$650			
Hotel	2	$110	2	$110	$440	**Phase 1**		
Rental Car	2	$65	0	$65	$130	**Task 2**		
Meals	2	$40	2	$40	$160	**Total**		**Two persons for a**
Miscellaneous	0	$0	0	$0	$0	**$1,380**		**two day trip**
Task 3 - Interview City Personnel								
Airfare	0	$350	0	$300	$0			
Hotel	2	$110	2	$110	$440	**Phase 1**		
Rental Car	2	$65	0	$65	$130	**Task 3**		
Meals	2	$40	2	$40	$160	**Total**		**Two persons for a**
Miscellaneous	0	$0	0	$0	$0	**$730**		**two day trip**
Task 4 - Analyze Requirements & Needs								
Airfare	0	$350	0	$300	$0			
Hotel	0	$110	0	$110	$0	**Phase 1**		
Rental Car	0	$65	0	$65	$0	**Task 4**		**No expenses**
Meals	0	$40	0	$40	$0	**Total**		**charged for this**
Miscellaneous	0	$0	0	$0	$0	**$0**		**task**
Task 5 - Develop Recommendations for Improvements								
Airfare	0	$350	0	$300	$0			
Hotel	0	$110	0	$110	$0	**Phase 1**		
Rental Car	0	$65	0	$65	$0	**Task 5**		**No expenses**
Meals	0	$40	0	$40	$0	**Total**		**charged for this**
Miscellaneous	0	$0	0	$0	$0	**$0**		**task**
Task 6 - Prepare a Long Range Plan								
Airfare	0	$350	0	$300	$0			
Hotel	0	$110	0	$110	$0	**Phase 1**		
Rental Car	0	$65	0	$65	$0	**Task 6**		**No expenses**
Meals	0	$40	0	$40	$0	**Total**		**charged for this**
Miscellaneous	0	$0	0	$0	$0	**$0**		**task**

Task 7 - Prepare & Present Phase I Report								
Airfare	1	$350	1	$300	$650			
Hotel	1	$110	1	$110	$220	**Phase 1**		
Rental Car	1	$65	0	$65	$65	**Task 7**		
Meals	1	$40	1	$40	$80	**Total**		**Two persons for**
Miscellaneous	0	$0	0	$0	$0	**$1,015**		**a one day trip**
Phase 2 - Detailed System Design, Development of Specifications & Vendor Proposal Evaluation							**Phase 2 Estimated Expense Total $4,935**	
Task 1 - Project Initiation & Team Orientation								
Airfare	1	$350	0	$300	$350			
Hotel	2	$110	0	$110	$220	**Phase 2**		
Rental Car	2	$65	0	$65	$130	**Task 1**		
Meals	2	$40	0	$40	$80	**Total**		**One person two**
Miscellaneous	0	$0	0	$0	$0	**$780**		**days**
Task 2 - Develop Detailed System Design								
Airfare	1	$350	0	$300	$350			
Hotel	1	$110	0	$110	$110	**Phase 2**		
Rental Car	1	$65	0	$65	$65	**Task 2**		
Meals	1	$40	0	$40	$40	**Total**		**One person for**
Miscellaneous	0	$0	0	$0	$0	**$565**		**a one day trip**
Task 3 - Provide FCC & FAA licensing assistance								
Airfare	0	$350	0	$300	$0			
Hotel	0	$110	0	$110	$0	**Phase 2**		
Rental Car	0	$65	0	$65	$0	**Task 3**		**No expenses**
Meals	0	$40	0	$40	$0	**Total**		**charged for this**
Miscellaneous	0	$0	0	$0	$0	**$0**		**task**
Task 4 - Develop RFP								
Airfare	0	$350	0	$300	$0			
Hotel	0	$110	0	$110	$0	**Phase 2**		
Rental Car	0	$65	0	$65	$0	**Task 4**		**No expenses**
Meals	0	$40	0	$40	$0	**Total**		**charged for this**
Miscellaneous	0	$0	0	$0	$0	**$0**		**task**
Task 5 - Develop Criteria & Evaluate Responses								
Airfare	1	$350	0	$300	$350			
Hotel	2	$110	0	$110	$220	**Phase 2**		
Rental Car	2	$65	0	$65	$130	**Task 5**		
Meals	2	$40	0	$40	$80	**Total**		**One person for**
Miscellaneous	0	$0	0	$0	$0	**$780**		**two days**

Task 6 - Assist City Staff w/ two presentations to City Council								
Airfare	2	$350	0	$300	$700			
Hotel	4	$110	0	$110	$440	Phase 2		
Rental Car	2	$65	0	$65	$130	Task 6		One person, two
Meals	4	$40	0	$40	$160	Total		trips of two days
Miscellaneous	0	$0	0	$0	$0	$1,430		each
Task 7 - Assist With Contract Negotiations								
Airfare	1	$350	1	$300	$650			
Hotel	2	$110	2	$110	$440	Phase 2		
Rental Car	2	$65	0	$65	$130	Task 7		
Meals	2	$40	2	$40	$160	Total		Two persons for
Miscellaneous	0	$0	0	$0	$0	$1,380		two days
Phase 3 - Project Implementation Management							Phase 3 Estimated Expense Total $12,250	
Task 1 - Kick-Off Project Implementation								
Airfare	1	$350	0	$300	$350			
Hotel	2	$110	0	$110	$220	Phase 3		
Rental Car	2	$65	0	$65	$130	Task 1		
Meals	2	$40	0	$40	$80	Total		One person for
Miscellaneous	0	$0	0	$0	$0	$780		two days
Task 2 - Monitor Progress & Resolve Issues								
Airfare	12	$350	0	$300	$4,200			
Hotel	24	$110	0	$110	$2,640	Phase 3		
Rental Car	24	$65	0	$65	$1,560	Task 2		One person for
Meals	24	$40	0	$40	$960	Total		twelve two day
Miscellaneous	0	$0	0	$0	$0	$9,360		trips
Task3 - Develop Final Acceptance Test Programs & Assist the Team in Acceptance Testing								
Airfare	1	$350	1	$300	$650			
Hotel	4	$110	4	$110	$880	Phase 3		
Rental Car	4	$65	0	$65	$260	Task 3		
Meals	4	$40	4	$40	$320	Total		Two persons for
Miscellaneous	0	$0	0	$0	$0	$2,110		one four day trip

Optional Traffic Monitoring Services – In the event that the City's existing system cannot provide traffic data for the current level of system usage, RCC can install temporary traffic measurement equipment to collect the needed traffic information over a 3-week period. The optional cost to provide this service would be $7,053.

Cellular Antenna
A. 4. Page 1

RECEIVED
JAN 04 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AGENDA REQUEST FORM

Council Meeting of January 18,2000 Mayor's Approval ____

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

ACTION REQUIRED Approval of a contract with SWPCS for cellular antenna space on the Mount Sequoyah Water Tank.

COST TO CITY

$ 15,000.00 Cost of this Request	$ 1,878,239.00 Category/Project Budget	Services and Charges Category/Project Name
____ Account Number	-0- Funds Used to Date	Operations & Admin Program Name
____ Project Number	$ 1,878,239.00 Funds Remaining	Water and Sewer Fund Category

BUDGET/CONTRACT REVIEW ____ Budgeted Item ____ Budget Adj. Attached

[signature] Budget Coordinator	Date	Admin Services Director	Date
Marilyn J Cramer Accounting Manager	1-3-00 Date	ADA Coordinator	Date
[signature] City Attorney	1-4-00 Date	Internal Auditor	Date
P. Vice Purchasing Officer	1-4-00 Date		

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve the contract with SWPCS for rental of space on the Mount Sequoyah Water Tank for the purpose of installing an array of cellular antennas.

Don Bunn Ass't Public Works Director	1-3-00 Date	Cross Reference
Charles Venable Department Director	1-4-00 Date	New Item: **Yes** No
John Maguire Admin Services Director	1-4-00 Date	Prev Ord/Res # ____
Fred Hanna Mayor	1/4/00 Date	Orig. Contract # ____ Orig. Contract Date ____

COMMENT SHEET

Project: Cellular Antenna Space Rental
Contractor: SWPCS (Sprint International)

Notes to Reviewers:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

January 3, 2000

To: Fayetteville City Council

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

Subject: Communication Site Lease Agreement
Mt. Sequoyah Water Tank
Southwest PCS, L.P. (SWPCS)

Attached for your review and approval is a proposed Agreement between the City and SWPCS. The Agreement provides for cellular antenna rental space on the Mount Sequoyah Water Tank and other communications equipment and buildings.

The lease agreement is a nonexclusive lease and extends for an initial five (5) year term. After that time the Tenant will have the right to extend the lease period for another five year term under the same terms except for the lease amount. The lease amount due the City is $2,500.00 per month for the initial terms of five years. The rental amount after the initial terms would be as negotiated. After the first renewal term (ten years total), the City as well as the Tenant will have the right of non-renewal.

Under our contract with Mount Sequoyah, Incorporated (the Methodist Assembly), the City will pay 50 percent of the lease amount ($1,250.00/month initially) to Mt. Sequoyah, Incorporated.

In the opinion of the City Staff, this agreement adequately protects the City's interest in the site and will not interfere with the City's full use of the site and water tank. The City may consider allowing other interests (governmental or private) to use the site for the same purpose without invalidating this agreement as long as no interference results from the use thereof.

It is the recommendation of the Staff that the Council approve this Communications Site Lease Agreement with SWPCS.

WATER TANK ATTACHMENT
COMMUNICATION SITE LEASE AGREEMENT
(Mt. Sequoyah Water Tank)

THIS WATER TANK ATTACHMENT COMMUNICATION SITE AGREEMENT ("Agreement") is entered into this ___ day of ____________, ____, by and between the **City of Fayetteville**, ("Owner") and **Southwest PCS, L.P. (SWPCS)**, an Oklahoma Limited Partnership, ("Tenant").

GENERAL TERMS AND CONDITIONS:

1. Grant. Subject to the terms and conditions contained within this Agreement, Owner hereby grants to Tenant the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on the Owner's water tank (the "Water Tank") located on the property described in Exhibit "A" (the "Property"), and leases to Tenant a portion of the Property (the Premises) for construction and occupancy of an equipment shelter or building to house Tenant's equipment. The Property and the Premises are more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the entire Property and operate the Water Tank and to grant others rights to occupy or utilize the Premises and the Water Tank at Owner's sole discretion.

Owner also grants to Tenant a nonexclusive easement during the term of this Agreement for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Tenant may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit "C" (the "Equipment"), or as Owner may otherwise approve in writing, such approval not to be unreasonably withheld, conditioned or denied. Any personal property owned by Tenant, whether or not fixed or attached to the Premises or Water Tank, shall remain the property of Tenant prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. Use. Tenant shall use the Equipment and Premises for the purpose of constructing, installing, maintaining, improving and operating, at Tenant's expense, a communications facility, including antennae, equipment shelter or building, platforms, cable runs and incidental uses as described in this Agreement. Tenant shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Tenant in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Tenant shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. Initial Term. The initial term of this Agreement shall be **five (5) years**, commencing upon the earlier date of Commencement of Installation of Equipment or ninety (90) days from the date of full execution of this Agreement, (the "Commencement Date") and terminating at midnight five years thereafter. Notice of the Commencement of Installation of Equipment on the Water Tank for purposes of determining the Commencement Date shall be made pursuant to the Notice provisions of Paragraph 15 of the General Terms of Conditions in a form substantially the same as "Notification of Commencement of Installation of Equipment" attached as Exhibit "D".

4. Renewal Term(s). Tenant shall have the right to extend this Agreement for one (1) additional term of five (5) years ("First Renewal Term") on the same terms and conditions as set forth in this Agreement except that the Rent shall be increased as may be specified in the Special Terms and Conditions. This renewal shall be automatic unless Tenant notifies Owner of Tenant's intention not to renew.

Upon expiration of the First Renewal Term (at the end of ten years total), Owner shall have the right not to renew the Agreement, or to renegotiate the terms and conditions thereof, provided the Tenant shall have been notified in writing one hundred and twenty (120) days prior to the expiration of the then current renewal term. All renewal terms shall be for a five (5) year period.

5. Rent. The rental amount for the initial terms and subsequent renewal terms shall be as specified under Paragraph 1 of the Special Conditions of the Agreement. Rental shall begin on the Commencement Date, and rent payments shall be made monthly in advance and shall be due the first day of the month and shall be prorated for any partial month at the commencement or termination of this Agreement, based on the number of days in that month. Tenant will receive a monthly statement from Owner and payment shall be sent to the address contained in the monthly statement. Failure to pay the monthly rental payment within thirty (30) calendar days from its due date shall be considered a default.

6. Maintenance Owner represents and warrants that its operation of the Water Tank, exclusive of Tenant's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. The costs of maintaining the Water Tank, including painting of the exterior and finishing or painting the interior of the Water Tank, shall be borne by Owner, with the exception of Tenant's antennae and Equipment. In the event damage is caused to Tenant's equipment or personal property by Owner's agents, or employees, the cost of repairing such damage shall be borne by Owner who shall, upon due notice and proof of loss provided by Tenant, timely reimburse Tenant the cost of repairing such damage.

Tenant shall maintain its antennas, transmission lines, equipment and equipment shelter in good operating condition. In the event damage is caused to the Water Tank by Tenant or Tenant's agents, employees, contractors or subcontractors, either during the initial installation of the equipment or subsequent operational, construction, or maintenance activities, the cost of repairing such damage shall be borne by Tenant who shall timely repair any such damage. The cost of repair may include, but would not be limited to the cost of lost water, disinfection, public notifications, and re-painting. Should Tenant fail to timely make repairs required by this Agreement, Owner may, at Owner's option, make such repairs and Tenant shall promptly reimburse Owner for its costs and expenses incurred in such repair. Upon termination or expiration of this License, Tenant shall remove its Equipment from the Water Tank and repair damage, if any, to the Water Tank caused by the removal of Tenant's Equipment, normal wear and tear excepted. Tenant's activities and operations and the Equipment shall not interfere with Owner's maintenance, repair and operation of the Water Tank and its lighting system.

7. Due Diligence Period Tenant's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Tenant's securing appropriate approvals for Tenant's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Tenant's proposed use of the Equipment;

(b) Tenant's obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Tenant's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain financing;

(c) Tenant's obtaining, at its option, a survey and analysis tests which must show no defects which, in the opinion of the Tenant may adversely affect Tenant's use of the Premises;

(d) Tenant's approval of the condition of the Premises, which may be subject to, at Tenant's option, an environmental audit of the Premises performed by an environmental consulting firm of Tenant's choice; and

(e) Tenant's determination that the Water Tank is structurally appropriate for Tenant's needs.

Tenant shall act with due diligence within ninety (90) days of the date of execution hereof to obtain all governmental approvals necessary and to obtain any reports or analyses as set forth above which are necessary for Tenant to perform under this License. In the event that Tenant determines during the due diligence period that the Water Tank and the Premises are, in Tenant's opinion, unacceptable to Tenant, then this Agreement shall terminate and be of no further force or effect.

8. Interference Tenant agrees to install Equipment of types and generating frequencies which will not cause interference to transmissions or signals from users of the Water Tank as may be already in place on the Water Tank or on the Premises. At Owner's request, Tenant shall provide a detailed interference analysis showing potential conflicts between Tenant's frequencies and those of the other users already in place on the Water Tank. If at any time Tenant's equipment or use of the equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Tenant, Tenant shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Tenant agrees to remove the Equipment from the Water Tank and the Premises and this Agreement shall terminate as if by expiration.

9. Subsequent Tenants Owner will require any proposed new co-locating tenant to develop the proper documentation showing that its proposed installation and the use thereof will not interfere with the existing tenant(s) equipment and use of the Tank prior to the execution of an agreement to allow such co-location. The existing tenant(s) shall review and approve such documentation, but shall not unreasonably nor arbitrarily withhold such review and approval.

The Owner will require any Agreement with a subsequent co-locating tenant to contain language which holds the new tenant liable for any and all damages to existing Tenant's equipment and use thereof which may occur as a result of the installation and operation of their equipment.

10. Utilities and Access Tenant shall have the right to install utilities, to be separately metered at Tenant's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Tenant shall have the right to place utilities on a formal utility easement specifically given by Owner for that purpose in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. All utilities servicing Tenant's equipment and facilities shall be placed underground. Tenant shall be responsible for all utility charges.

Tenant shall have access to the Premises and the Equipment at all times, 24 hours each day, through the Owner's access drive. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement and throughout any Renewal Term(s).

11. Termination This Agreement may be terminated by either party in accordance with the provisions of Paragraph 4, Renewal Terms. Additionally this Agreement may be terminated on thirty (30) days prior written notice by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of such default. Any default which cannot be cured in sixty (60) days shall not be considered a default so long as the defaulting party has identified a cure which is satisfactory to the other party and is diligently pursuing such cure. Additionally, this Agreement may be terminated by the Tenant at any time for any reason or for no reason.

Interference with pre-existing facilities shall be considered a default and shall come under the provisions of Paragraph without regard to the notice requirements of this paragraph.

Upon termination of this Agreement Tenant shall immediately cease its operation, and shall have thirty (30) days from the termination date to remove all of Tenant's Equipment from the Premises and shall make whatever repairs to the Water Tank and grounds that might be necessary to leave the Premises in a good, clean, and neat condition. Such repairs shall but not be limited to, physical repair and painting of damaged areas of the Water Tank caused by the operation or removal of the antennae and other equipment, and repair to the grounds (seeding, mulching, etc) on and around building removal areas.

12. Structural Analysis Tenant shall be solely responsible to ensure that Tenant's installation of the Equipment shall not significantly effect the structural integrity of the Water Tank, and that no damage results to the Water Tank due to installation of the Equipment. Owner agrees to furnish Tenant, promptly upon Tenant s request, true and accurate copies of all analyses performed on the Water Tank within the two years preceding the request and Tenant s attachment of antennas or Equipment on the Water Tank.

In the absence of such an analysis or if the most recent analyses are insufficient for Tenant's needs, or if requested to do so by the Owner, Tenant shall be responsible for obtaining a new analysis by a structural engineer licensed to do business in the State of Arkansas. Tenant shall furnish a copy of the analysis to Owner. The cost of the new analysis shall be paid solely by

Tenant. If reinforcements to the Water Tank are required for Tenant's use, Tenant shall submit plans to the Owner, prepared by an engineer registered to do business in the State of Arkansas, for such reinforcements. Upon approval by the Owner, Tenant shall proceed with such reinforcements at Tenant's sole cost after review and approval of the plans by the Owner.

Owner shall require any subsequent tenants to perform an analysis on the Water Tank by a licensed structural engineer indicating that attachment of the Additional Antennas to the Water Tank does not impair the structural integrity of the Water Tank and will not materially diminish the Water Tank's function or useful life. All such Tank analyses shall be in compliance with current industry standards.

13. Taxes Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Tenant's Equipment. Tenant shall not pay real property taxes or other fees and assessments attributable to the Water Tank or the Premises.

14. Environmental Matters Owner represents that, to Owner's best knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Tenant, for the removal of any Hazardous Materials if Hazardous Materials are present on the Premises or the Easement prior to the date of this Agreement or if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. If after Tenant takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Tenant may terminate this Agreement and Tenant shall owe no further duties, obligations or liability to Owner.

Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Tenant shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.

As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

15. Notices All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses as given in the Special Conditions of this Agreement.

16. Title and Quiet Enjoyment Owner represents and warrants that it has the full right, power and authority to execute and enter into this Agreement. Owner further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Agreement.

17. Representations and Warranties Tenant acknowledges that the primary use of the Tank is that of a municipal Water Tank. Owner makes no representations or warranties concerning the suitability of the Premises for Tenant's intended use as a site for the transmission and receipt of wireless communication signals.

18. Assignment Tenant may not assign its interest in this Agreement without prior written approval by Owner, not to be arbitrarily or unreasonably withheld, except that Tenant may assign its rights and obligations under this Agreement to an Affiliate.

19. Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

20. Compliance with Laws All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Tenant is solely responsible for the licensing, operation and maintenance of Tenant's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to Tank light observation and any notification to the Federal Aviation Administration in that regard.

Tenant's Equipment, transmission lines, and any related devises, and the installation, maintenance and operation thereof, shall not damage the Water Tank or any property or properties adjoining, or interfere with the use of the Water Tank and the remainder of the Premises, by Owner or others, and Tenant shall defend, indemnify and hold harmless Owner from any such damage.

21. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

22. General Liability Insurance Tenant will provide Commercial General Liability Insurance in an aggregate amount of $1,000,000.00 and name Owner as an additional insured on policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

23. The Exhibits It is understood that not all of the exhibits referenced in these General Terms and Conditions may be necessary for a given Agreement, and that exhibits in addition to those referenced may be needed to fully describe the facilities and equipment installation. All exhibits developed in connection with this Agreement shall hereby be considered a part of the Agreement.

24. Miscellaneous This Agreement constitutes the entire agreement and understanding of Owner and Tenant and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Tenant.

If either Owner or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Arkansas.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated for the purposes herein contained.

25. Memorandum of Agreement Owner agrees to cooperate with Tenant in executing a Memorandum of Agreement if requested by the Tenant. Tenant may file or record the Memorandum of Agreement, or the entire Agreement, as is normal and customary in order to protect its interest in regard to any Mortgagees. Any Memorandum of Agreement shall have the form as given in Exhibit F.

SPECIAL CONDITIONS TO THIS AGREEMENT

1. Rental Amounts The rental amount for the Initial Term and the first Renewal Term shall be $2,500.00 per month payable as specified in the General Terms and Conditions. The rental amount for subsequent terms shall be as negotiated. If the Agreement is extended without negotiation of terms and conditions, then the rental amount will be increased by ten (10) percent.

2. Notice Addresses The address for all Notices under this Agreement shall be:

Owner: Office of the Mayor
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Tenant: Tom Riley
Southwest PCS, L.P.
5 North McCormick
Oklahoma City, Oklahoma 73127

3. Exhibits The exhibits pertaining to this Agreement are:

Exhibit A A description of the property upon which the Water Tank is located. (the "Premises"), and a description of the specific area within the Premises being leased.

Exhibit B A description of the easements required for utility lines, to be furnished at a later date on the "as-built" location.

Exhibit C	A list of all equipment, personal property, alterations, buildings, antennas, and all other improvements by Tenant to the Premises (the "Equipment")
Exhibit D	A form of the "Notification of Commencement of Installation of Equipment".
Exhibit E	Plans for the installation, including a Plot Plan showing the location of any buildings to be placed on the Premises, details of the antennae attachment, easement location, leased area, a rendering of the appearance of the antennae on the Water Tank, and other items as may be necessary to fully describe the installation.
Exhibit F	The Memorandum of Agreement (Optional).

All Exhibits shall be made a part of this Agreement and shall be furnished to the City no later than six (6) months from the effective date of the Agreement.

4. Water Tank Replacement It is understood by both parties that the water tank upon which Tenant proposes to place his facilities may be replaced either during the Initial Term of this Agreement or during the first Renewal Term. The water tank may either taken out of service and demolished so that a new tank can be constructed at the same site, or a new tank constructed on a different site and the existing water tank kept in service during the construction period.

In the event a new tank is constructed on a different site, Tenant shall have the right to place their facilities on the new water tank at the appropriate time during construction and this Agreement shall continue in effect except that the Exhibits will be revised as necessary to reflect the new site. If the Tenant's facilities are out of service for more than ten (10) days because of the changeover, then the time the facilities were out of service will not be counted for purposes of rental payment. In no case shall a rental fee be applicable to both sites at the same time. The expiration date of the affected term will not change.

In the event Owner chooses to demolish the existing tank and construct a new tank at the same site, Tenant agrees, upon eighteen (18) months written notice, to remove all equipment and facilities installed under this agreement. Tenant shall then have the right to place the same or similar facilities on the new water tank at the appropriate time during construction, and this Agreement shall continue in effect except that the time period from the date Tenant removes facilities from the existing water tank until the date facilities are in service on the new water tank shall not be counted either for purposes of rental payment or for computing the end of affected term.

5. Operational Frequency The frequency range for Tenant's Equipment is 1900 Mhz.

IN WITNESS WHEREOF, Owner and Tenant have executed Agreement as of the date year first written above.

OWNER: City of Fayetteville

Attest:

By: ______________________________

____
Heather Woodruff, City Clerk

Fred Hanna, Mayor

TENANT: Southwest PCS, L.P.
5 North McCormick
Oklahoma City, Oklahoma 73127

Witness(es)

______________________ By: ______________________________

______________________ Title: ______________________________

ACKNOWLEDGMENTS, State of ARKANSAS,
County of WASHINGTON

OWNER:

I, ________________, a Notary Public of the County and State aforesaid, certify that _ ______________________ personally appeared before me this day and acknowledged that he/she is ______________ of ________________________, a municipal corporation, and that by authority duly given and as the act of the said municipal corporation, the foregoing instrument was signed in its name. WITNESS my hand and notarial seal this ___ day of _______ ____, ____.

(SEAL)

____
Notary Public

My Commission Expires:______________

TENANT:

I, ________________, a Notary Public of the County and State aforesaid, certify that ______________________personally appeared before me this day and acknowledged that he/she is ______________ of ________________________, a __________________, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name. WITNESS my hand and notarial seal this _____ Day of __________, ____.

(SEAL)

____
Notary Public

My Commission Expires:______________

EXHIBIT "A"

(Legal description of the Premises and the leased area within the Premises)

EXHIBIT C

(List of equipment, personal property, alterations, buildings, antennas, ect)

EXHIBIT D

(A form of the "Notifications of Commencement of Installation of Equipment)

EXHIBIT E

(Plans for antenna installation, including details of construction and plot plan)

EXHIBIT F

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into on this ______ day of _________, ______ by and between the City of Fayetteville (Owner) and Southwest PCS, L.P., an Oklahoma Limited Partnership (Tenant), with an office at 5 North McCormick, Oklahoma City, Oklahoma, 73127.

1. Owner and Tenant entered into a Communications Site Lease Agreement ("Agreement") on the _____ day of ____________, ______, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The Initial Term of the Agreement is for Five (5) years commencing not later than ____________ or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the 5th anniversary of the Commencement Date. Tenant has one (1) five year renewal option.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

OWNER: City of Fayetteville
Attest:

______________________ By: ______________________________
Heather Woodruff, City Clerk Fred Hanna, Mayor

TENANT: Southwest PCS, L.P.
5 North McCormick
Oklahoma City, Oklahoma 73127

Witness(es)

______________________ By: ______________________________

______________________ Title: ____________________________

ACKNOWLEDGMENTS, State of ARKANSAS, County of WASHINGTON

FOR OWNER:

I, __________________, a Notary Public of the County and State aforesaid, certify that __________________________ personally appeared before me this day and acknowledged that he is the Mayor of **The City of Fayetteville, a Municipal Corporation**, and that by authority duly given and as the act of the said Municipal Corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this ___ day of ________, 19__.

____
Notary Public

My Commission Expires:________________ (SEAL)

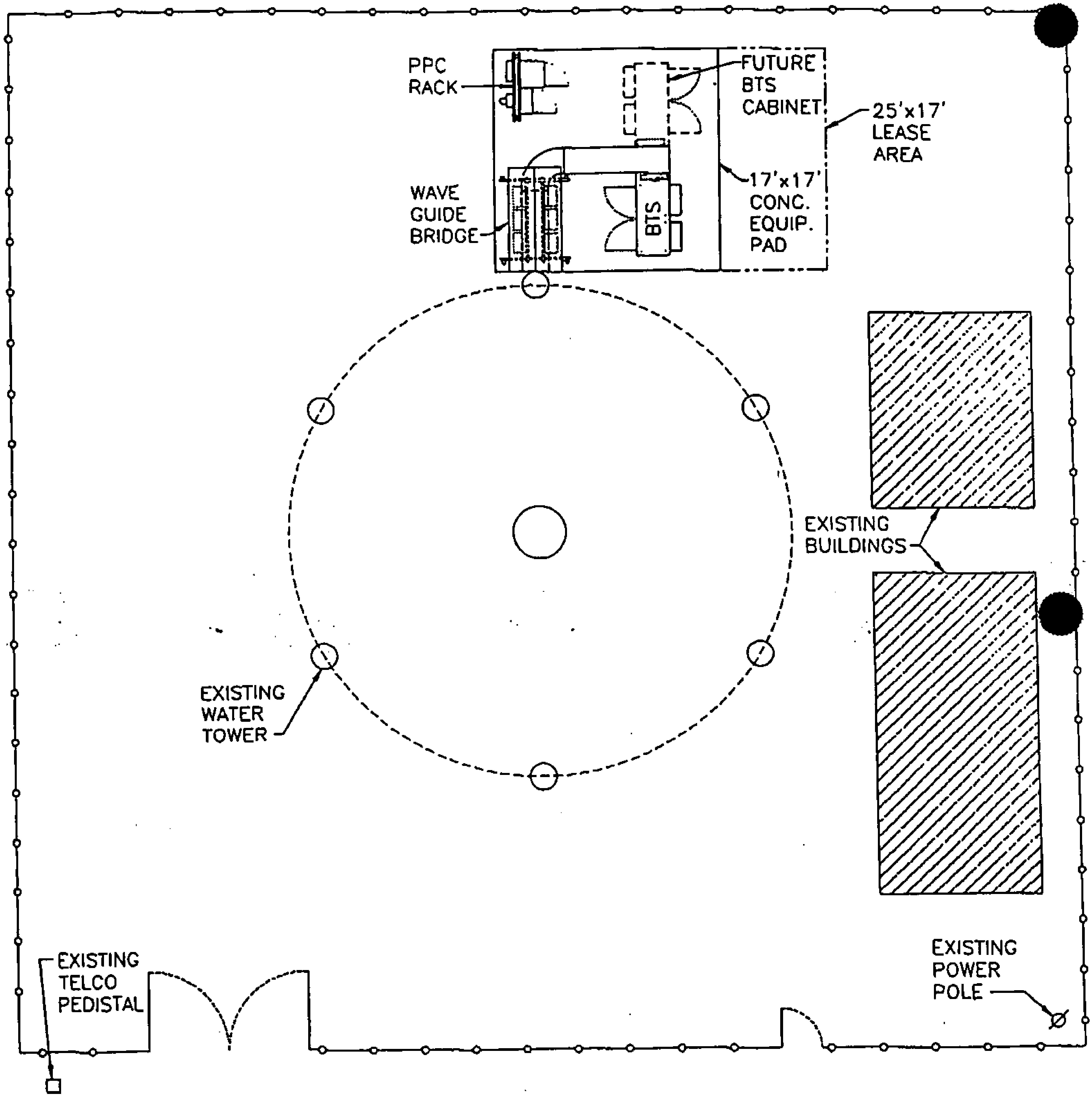
FOR TENANT:

I, __________________, a Notary Public of the County and State aforesaid, certify that ______________________________personally appeared before me this day and acknowledged that he/she is _______________ of **Southwest PCS, L.P., an Oklahoma Limited Partnership**, and that by authority duly given and as the act of the said Limited Partnership, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this ___ day of ________, 19__.

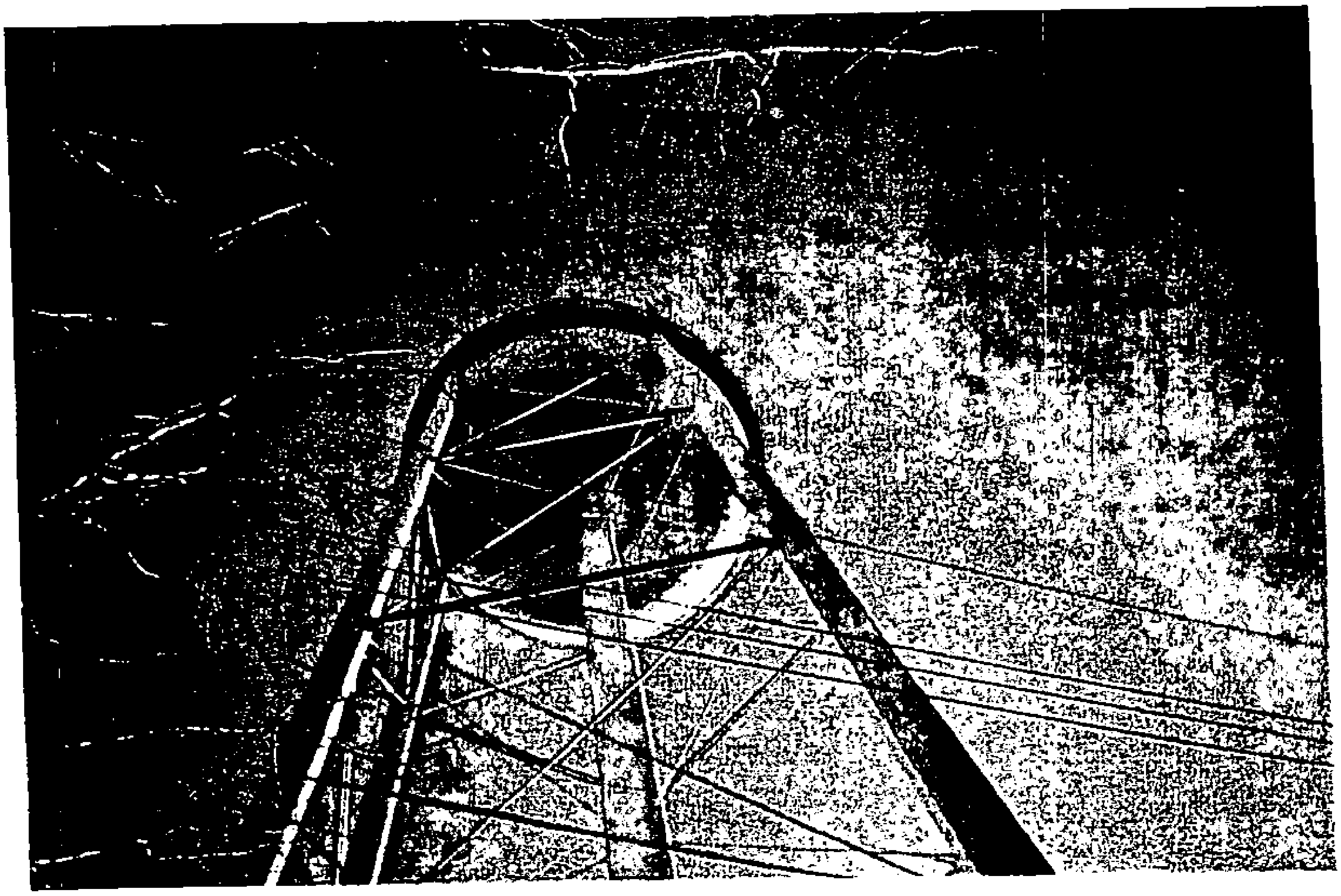
____
Notary Public

My Commission Expires:________________ (SEAL)

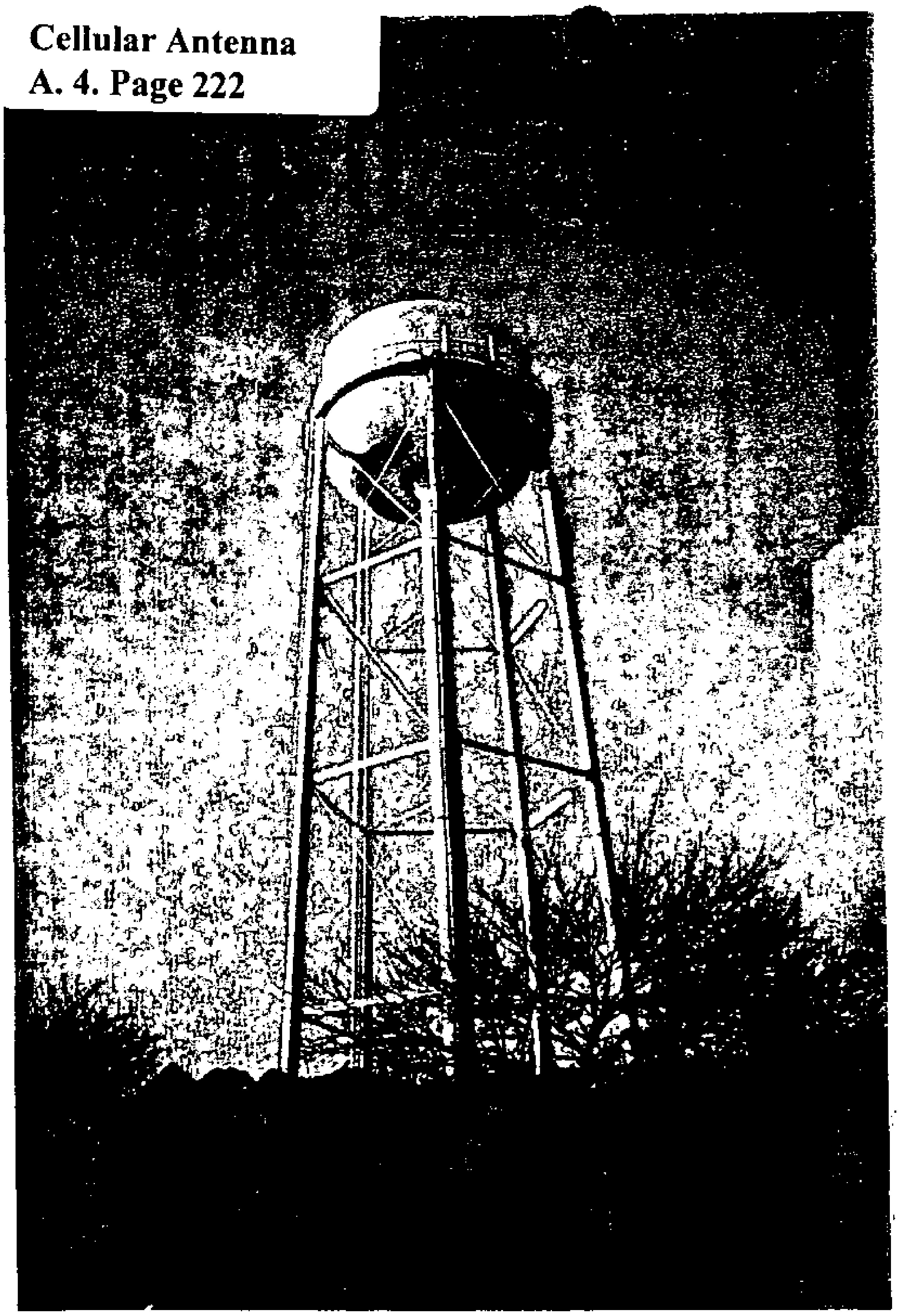


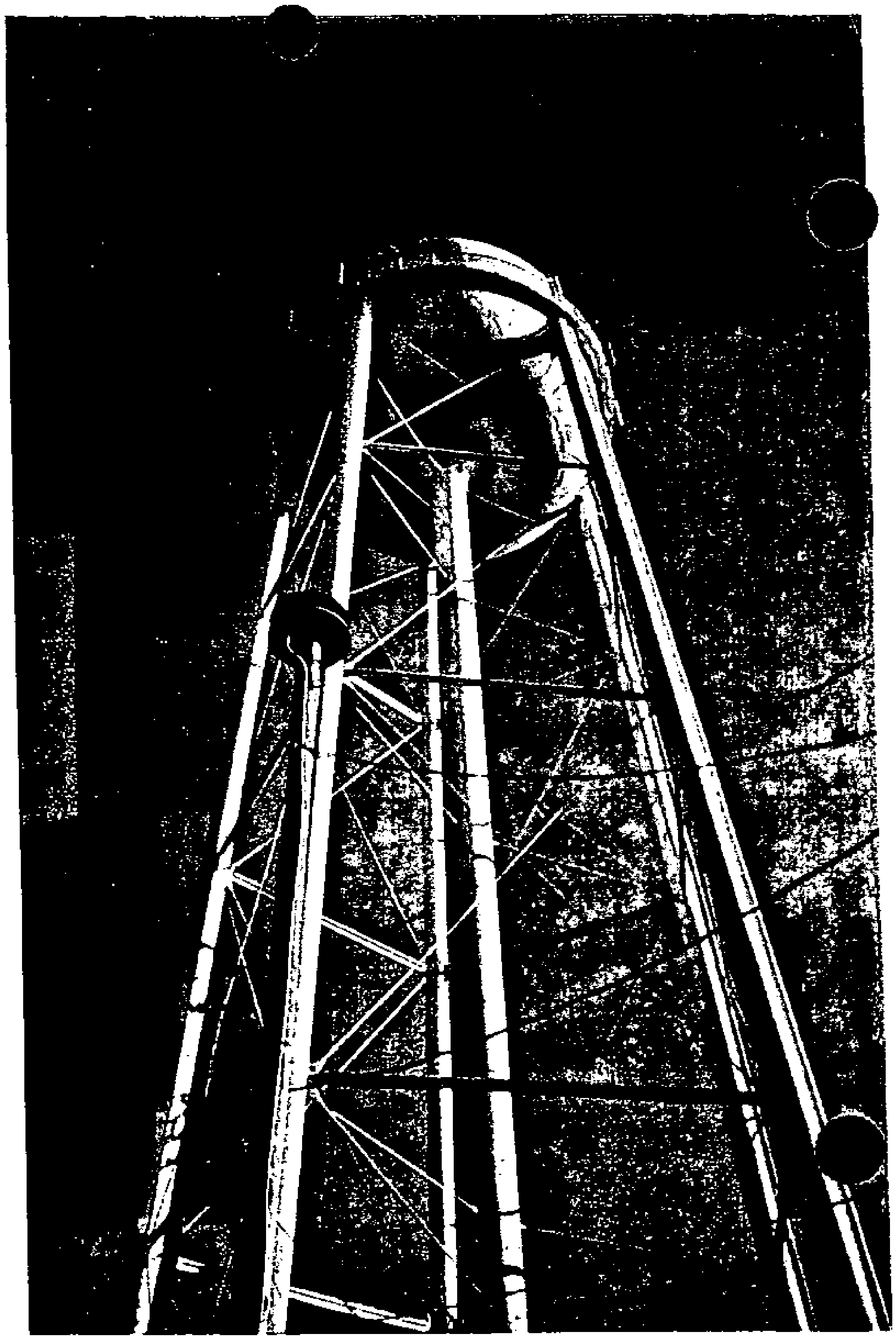
1 Preliminary Compound Plan for Skyline Drive

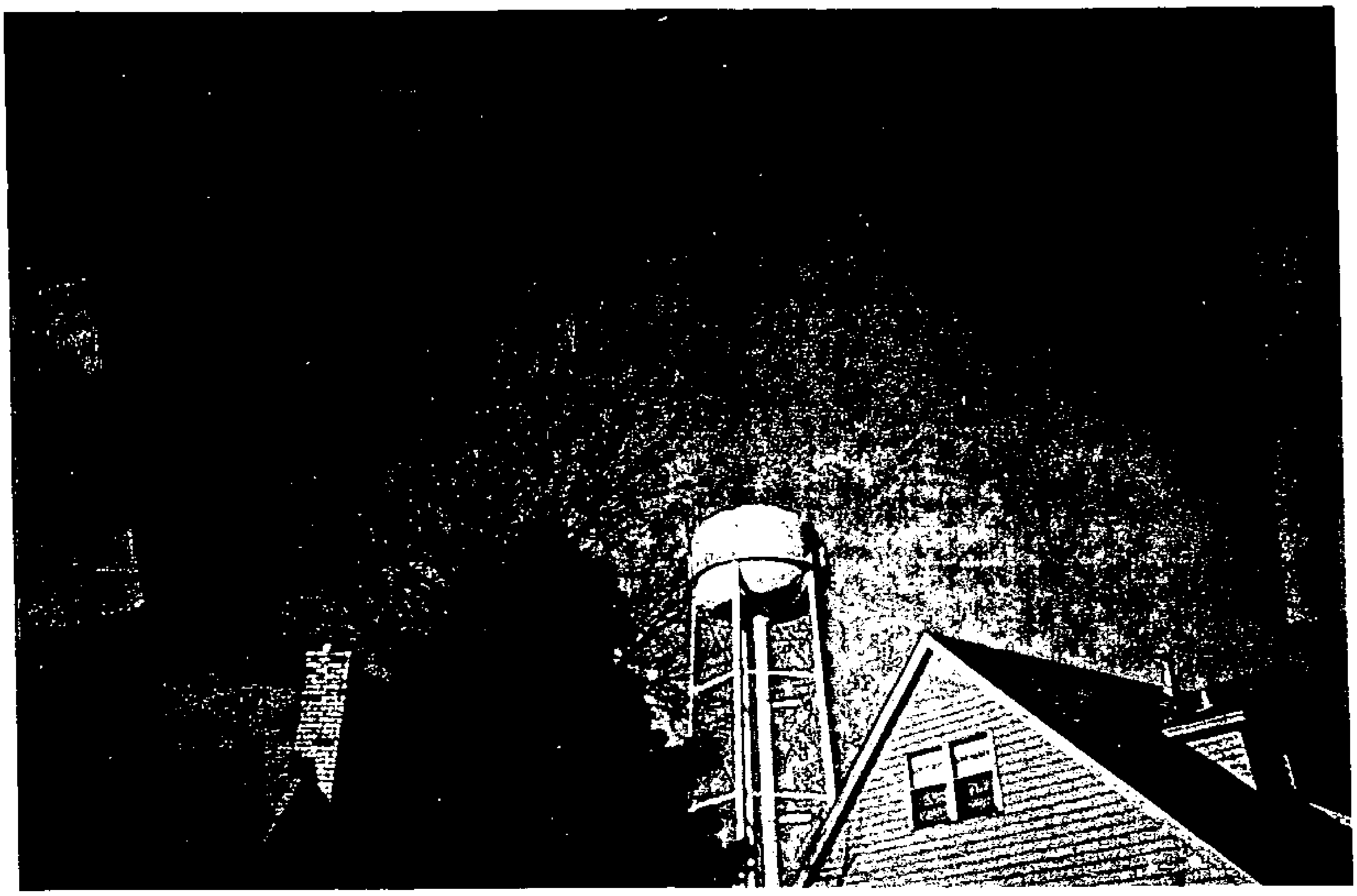
SCALE: 3/32"=1'-0"

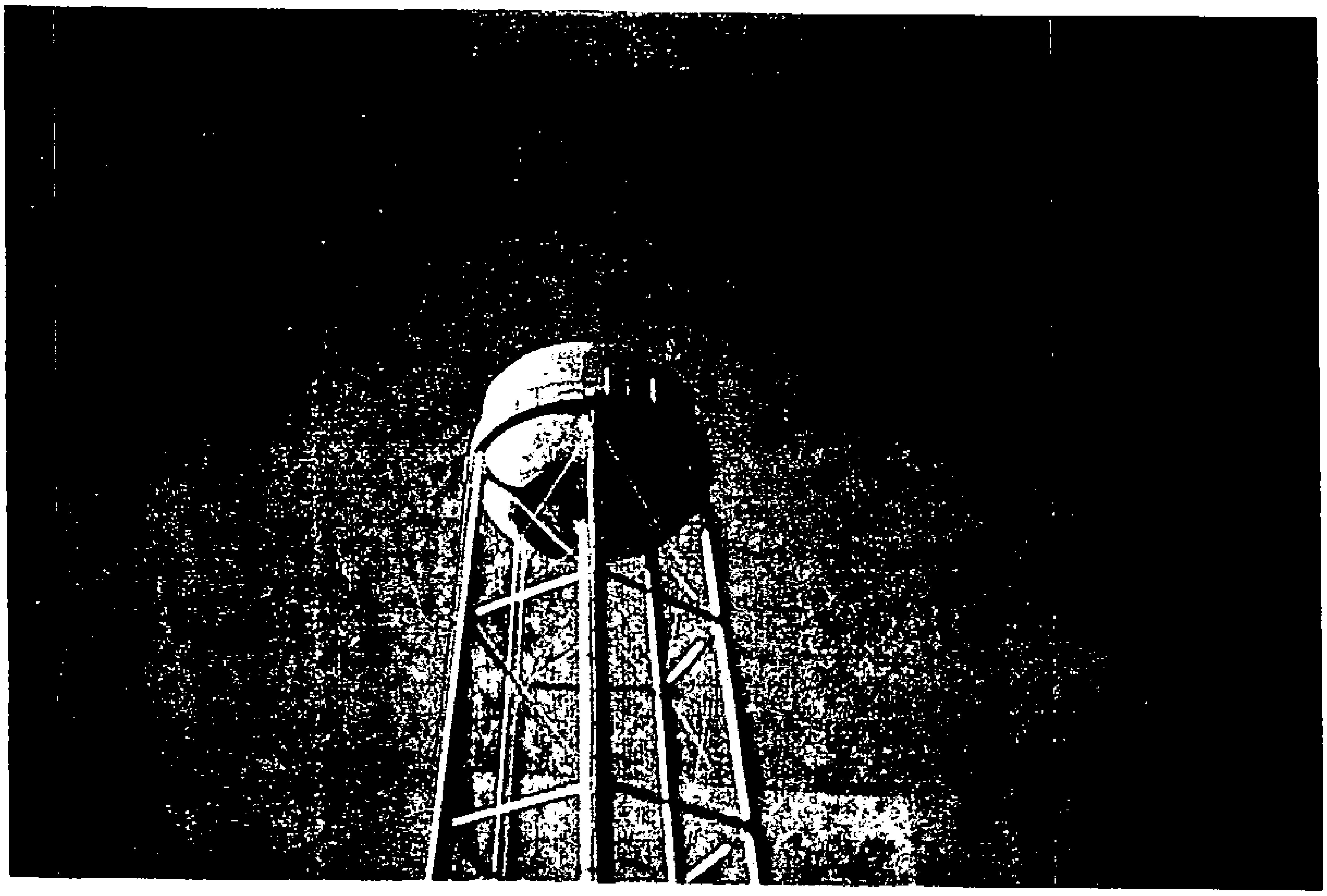


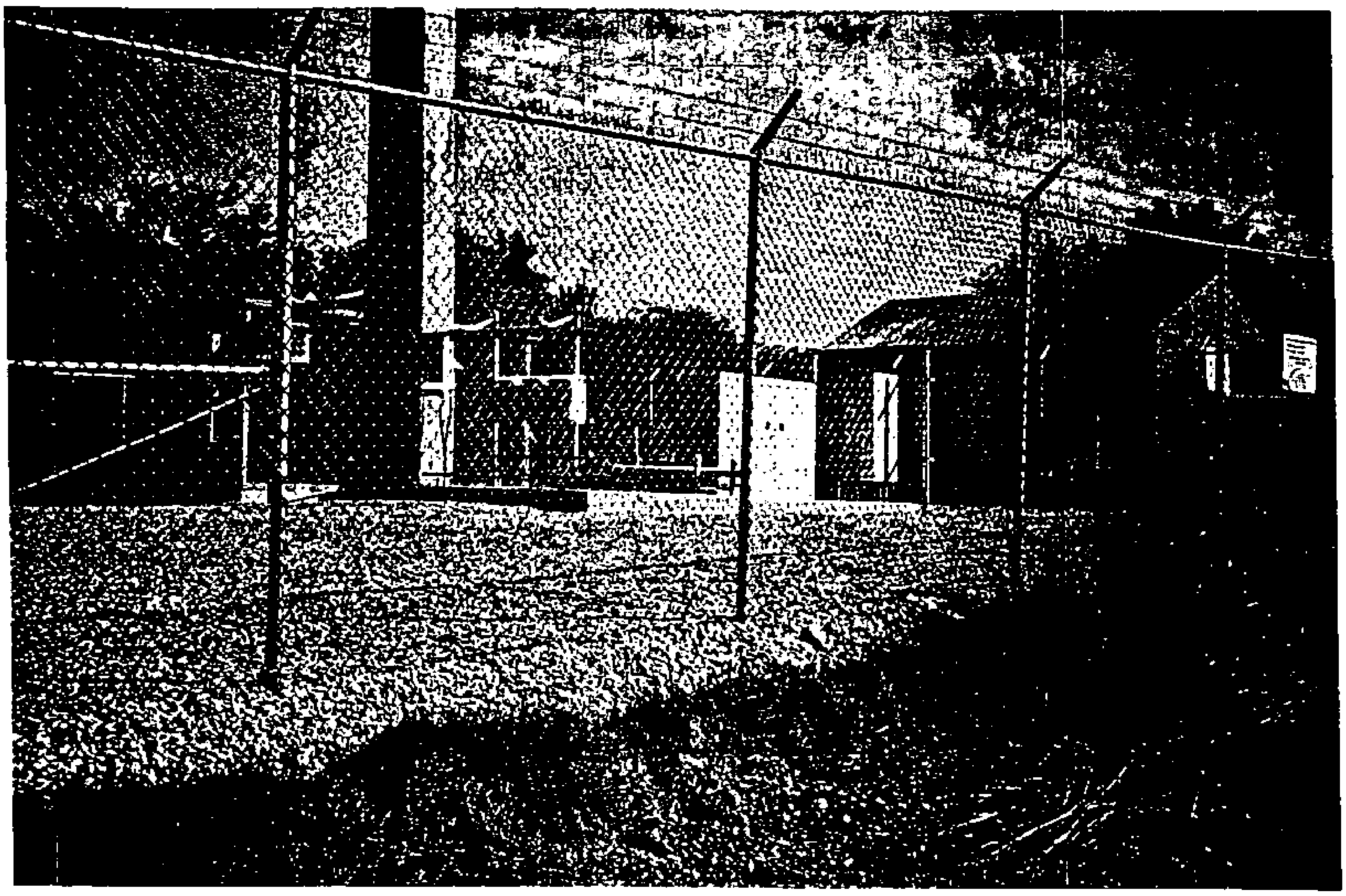
Cellular Antenna
A. 4. Page 222











STAFF REVIEW FORM

RECEIVED
JAN 05 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Hwy 265 Payment
A. 5. Page 1

X Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF January 18, 2000

FROM:

Name	Division	Department
Charles Venable		Public Works

ACTION REQUESTED: Approval of a Resolution authorizing the payment of $647,000 to the Arkansas Highway and Transportation Department for additional right-of-way costs on the Highway 265 and approval of a budget adjustment.

COST TO THE CITY:

$647,000	-0-	Street Improvements
Cost of this request	Category/Project Budget	Category/Project Name
4470-9470-5810-00	-0-	
Account Number	Funds used to date	Program Name
94083-30	-0-	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

___ Budgeted Item X Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ______

Marilyn J Aramei	1-4-00		
Accounting Manager	Date	Internal Auditor	Date
	1-4-00		
City Attorney	Date	ADA Coordinator	Date
PVice	1-4-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the Resolution

Division Head	Date
Charles Venable	1-3-2000
Department Director	Date
	1-4-00
Administrative Services Director	Date
	1/4/00
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: ______

Orig. Contract Date: ______

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 27, 1999

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 004999
Hwy. 16-Hwy 45 (S)

Dear Mayor Hanna:

As you are aware, the City has committed to pay all right-of-way costs on the referenced project. To date, the City has submitted $933,000.00 toward these costs. Total right-of-way costs are now estimated to be $1,580,000.00.

At this time we request that the City submit additional funds. Your check for $647,000.00 (made payable to the Arkansas State Highway and Transportation Department) should be forwarded to this office as soon as possible. Upon completion of the project, a statement will be prepared reflecting the final cost. At that time, the City will be returned funds remaining over the deposit or billed for additional funds required.

Should you have any questions or comments, please advise.

Yours truly,

Robert L. Walters

Robert L. Walters
Chief Engineer

Hwy 265 widening - R.O.W.
Charge to Acct No
4470-9470-5610-00
Project No. 94083

RECEIVED
DEC 30 1999
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 7, 1998

Mr. Robert L. Walters
Chief Engineer
Arkansas Highway and Transportation Department
PO Box 2261
Little Rock, AR 72203-2261

RE: Job 004999
Highway 16 - Highway 45(S)
Washington County

Dear Mr. Walters:

In accordance with the request for funds from the City of Fayetteville for the purchase of right-of-way for the subject project contained in your letter dated July 29, 1998, and a subsequent telephone conversation with you regarding the amount of funds the City has available at this time, check number 236099, dated August 6, 1998, in the amount of $933,000 is enclosed.

It is understood that additional funds may be needed to complete the right-of-way acquisition and that the City of Fayetteville is responsible for one hundred percent of these costs. It is also understood that the City will be responsible for the portion of sidewalks that are not generally included in the state highway project.

Thank you for working on this much needed highway project and we look forward to the day when the project is advanced to the construction stage.

Sincerely,

Fred Hanna
Mayor

FH/mm

enclosure (check)

cc: City Council
Director, Arkansas Highway and Transportation Department

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

July 29, 1998

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 004999
Hwy. 16-Hwy. 45 (S)
Washington County

Dear Mayor Hanna:

The Department has completed a gross estimate of right-of-way costs for the referenced project. The estimate is $1,000,000 and the City is responsible for 100% of the cost. This is only an estimate and if during the right-of-way acquisition of the project these costs change significantly, a revised statement reflecting these costs will be prepared.

In order for the Department to proceed with right-of-way acquisition and relocation assistance, a check in the amount of $1,000,000 (made payable to the Arkansas State Highway and Transportation Department) should be forwarded to this office as soon as possible. Matching funds for sidewalk construction will be requested at the time of contract award.

If you have any questions, please contact Bill Bradberry or John Bettis in our Programs and Contracts Division at (501) 569-2261.

Yours truly,

Robert L. Walters
Robert L. Walters
Chief Engineer

c: Director

City of Fayetteville, Arkansas
Budget Adjustment Form

Hwy 265 Payment
A. 5. Page 5

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2000	Division:	Engineering	January 3, 2000	
	Program:	Sales Tax Capital		

Project or Item Requested:

$647,000 in the Highway 265 Expansion Capital Project.

Project or Item Deleted:

$647,000 from the Water & Sewer Operations Center Capital Project.

Justification of this Increase:

Previously, the City Council had committed to pay all of the right-of-way costs for the Highway 265 Expansion Capital Project. To date the City has submitted $933,000 toward the ROW costs. It is now estimated that an additional $647,000 is needed.

Justification of this decrease:

The budget for this project will be replenished at a future date when funds become available.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Easement Costs	647,000	4470	9470		5810	00	94083	30

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Building Costs	647,000	4470	9470		5804	00	98076	20

Approval Signatures

	Date
Requested By	
[signature]	1/3/2000
Budget Manager	Date
[signature]	1-3-2000
Department Director	Date
[signature]	1-4-00
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval ________

Posted to General Ledger ________

Posted to Project Accounting ________

Entered in Category L ________

Blue Copy: Budget & Research / Yellow Copy: Requester

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Grant
A. 6. Page 1

STAFF REVIEW FORM

X AGENDA REQUEST
_____ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Richard L. Watson	Police	Drug Enforcement
Name	Division	Department

ACTION REQUIRED: City Council authorize Mayor Hanna to apply for a federal grant in the amount of $383,794.00. Also, approve a budget adjustment of $17, 338 bring Fayetteville's matching funds to $63,338.00 and increase one sworn officer position.

COST TO CITY:

$63,338.00	46,000.00	Transfer to Drug Grant
Cost of this Request	Category/Project Budget	Category/Project Name
1010-2900-7602.93	0.00	Transfers
Account Number	Funds Used To Date	Program Name
	46,000.00	General
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: Adopt a resolution to renew and accept the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant for the Drug Law Enforcement Program authorize the Mayor and City Clerk to execute said grant application/documents. Also approve a budget adjustment for $17,338, and add one sworn officer position.

Division Head Date

Cross Reference

Richard L. Watson 1-6-2000
Department Director Date

New Item: Yes No

Administrative Services Director Date

Prev Ord/Res #: ____________

Mayor Date

Orig Contract Date: ____________

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and Members of the Fayetteville City Council

FROM: Richard L. Watson, Chief of Police R.W.

DATE: January 6, 2000

SUBJECT: Drug Law Enforcement Grant

I am asking you and the Council to approve the continued City matching funds for a Federal grant that supports the local Drug Task Force. The main difference between this year's request over last year's is that we are asking for an additional investigator to be funded through this grant and the City would have to match 25% of those new costs. Below you will find further details.

Attached is an application for the renewal of the Federal Drug Law Enforcement Grant which supports the Fourth Judicial District Drug Task Force. This Task Force is comprised of Fayetteville, Springdale, University of Arkansas, Johnson, Prairie Grove, Lincoln, Farmington, West Fork, Greenland, Elm Springs and Elkins Police Departments, the Washington County Sheriff's Department and the Fourth Judicial District Prosecutor. This grant request will continue to support one sergeant, four officers, one secretary and 30% of a financial analyst, as well as, increase staffing by three officers. This grant requests to add one additional officer from the City of Fayetteville, one from the City of Springdale and one to be supported by the rural agencies. The grant also includes funds for operations and maintenance, and covert operations. Our application requests federal funding of $383,794 with a local matching requirement of $127,931. If the grant is approved as requested, Fayetteville's share of the matching funds is $63,338. The already approved 2000 budget included $46,000 of that amount. A budget adjustment of $17,338 is also attached for your approval.

The Drug Task Force was formed in 1991 with the Fayetteville Police Department taking the role of the lead agency (and Fayetteville continues to be the lead agency). The Task Force has continued each year due to the support of this grant and all law enforcement agencies in the area and is responsible for investigating drug related information and crimes within Washington and Madison Counties.

The task force concept has been successful due to cooperation from all agencies involved. The sharing of information and resources has enabled officers to better investigate narcotics trafficking in Northwest Arkansas and avoid duplication of efforts. It is too great a financial burden on any one agency to support an investigative unit of this nature and the task force concept has proven its success.

City of Fayetteville, Arkansas
Budget Adjustment Form

Grant
A. 6. Page 3

Budget Year	Department:	Police	Date Requested	Adjustment #
2000	Division:	Police	01/06/00	
	Program:	Support		

Project or Item Requested:

Increase transfer to Drug Enforcement by $17,338.00 for a total of $63,338.00.

Project or Item Deleted:

None

Justification of this Increase:

The police received notice additional funds were available through the grant process for 2000/2001 Drug Enforcement Grant. These additional funds would allow our department to apply for the extra funding and increase staff by on officer assigned to investigate narcotics in our area.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Transfer to Drug Enforcement	$17,338.00	1010	2900		7602	.93		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	$17,338.00	1010	0001		4999	99		

Approval Signatures

Requested By — Date

Budget Coordinator — Date

Richard L. Watson — 1-6-2000
Department Director — Date

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

Grant
A. 6. Page 4

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

2. DATE SUBMITTED: January 23, 2000	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application
☐ Construction
☒ Non-Construction

Preapplication
☐ Construction
☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Fayetteville

Organizational Unit: Fayetteville Police Department

Address (*give city, county, State, and zip code*):
113 W. Mountain Street
Fayetteville
Washington County, Arkansas 72701

Name and telephone number of person to be contacted on matters involving this application (*give area code*)
Judy Cohea, Fiscal Officer
(501) 587-3510

6. EMPLOYER IDENTIFICATION NUMBER (*EIN*): 71-6018462

7. TYPE OF APPLICANT: (*enter appropriate letter in box*) C

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify) ____________

8. TYPE OF APPLICATION:

☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other(*specify*):

____

9. NAME OF FEDERAL AGENCY:
U. S. Department of Justice
Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16-579

TITLE: Edward Byrne State and Local Law Enforcement Assistance & Formula Grant

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Organized Crime/Narcotics Program
Multi-Jurisdictional Drug Task Force

12. AREAS AFFECTED BY PROJECT (*Cities, Counties, States, etc.*):
Washington and Madison Counties, Arkansas

13. PROPOSED PROJECT

Start Date	Ending Date
04/01/00	03/31/01

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant: Third Congressional District
b. Project: Third Congressional District

15. ESTIMATED FUNDING:

a. Federal	$ 383,794 .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ 127,931 .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 511,725 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE 01/20/00

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative: Fred Hanna	b. Title: Mayor	c. Telephone Number: (501) 575-8330
d. Signature of Authorized Representative		e. Date Signed: 01/20/00

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Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

ATTACHMENT 'A'

FORM IGS 1
GENERAL PROJECT INFORMATION

1. Applicant Agency: Fayetteville Police Department

   Address: P.O. Box 1988, Fayetteville, AR 72702-1988

2. Project Director: Lieutenant Tim Helder Tele #(501)587-3502 Fax #(501) 587-3522

   Address: P.O. Box 1988, Fayetteville, AR 72702-1988

   E-Mail Address:

3. Fiscal Officer: Judy Cohea Tele # 501-587-3510 Fax # (501) 587-3522

   Address: P.O. Box 1988, Fayetteville, AR 72702-1988

   E-Mail Address: orbitre@aol.com

4. Project Period: From April 01, 2000 To March 31, 2001

5. Federal Purpose Number: 2 Approved Program Abstract Title

   Organized Crime/Narcotics (OC/N)

6. Identify Counties and/or Cities in Which Program Will Operate:

   Washington and Madison Counties, Arkansas

7. If the Project is Multi-County/City indicate the Contracting Applicant Agency

   City of Fayetteville Police Department

   Other Involved Agencies Washington County Sheriff, University of Arkansas/Fayetteville Cities of Fayetteville, Springdale, Prairie Grove, Johnson Lincoln, West Fork, Greenland, Elm Springs, Elkins, Farmington & 4th Judicial Prosecutor

8. Population or Clients to be Served 166,787

9. This Program will be a ____ New Activity, ____ Enhancement of Existing Activities,

   or X Continuation of Project # 99-32 Ending Date 03/31/00

10. Federal Funds Requested $383,794.00 State Match $ 00.00

    Local Match $ 127,931.00 Total $ 511,725.00

11. Prior 12-Month Budget for the Service or Activity $343,939.00

12. Source of Matching Funds Individual participating agencies have appropriation documents to be included.

13. Project Summary Continue the multi-jurisdictional Task Force with a five member Control Group representing all law enforcement agencies in Washington County. Target major narcotics distributors with an emphasis on methamphetamine dealers and manufacturers. Also, continue to maintain a data base of drug related information received from all law enforcement agencies in Washington and Madison Counties, prevent duplication of investigations between agencies and provide to othe law enforcement agencies when requested.

FORM IGS2-A DETAILED PROGRAM BUDGET AGEN[illegible] NAME: 4th Judicial District Drug Task Force

		Source of Funds		
	Federal	State	Local	Total
PERSONNEL				
Fayetteville Police Department				
Sergeant (12 Mos. @ 3,214 per mo.)	$ 28,926	0	9,642	38,568
Investigator (12 Mos. @ 2,843 per mo)	25,587	0	8,529	34,116
Investigator (12 Mos. @ 2,988 per mo)	26,892	0	8,964	35,856
Fiscal Officer (12 Mos. @30% 1,044per mo.)	9,396	0	3,132	12,528
Secretary (12Mos. @ 1,459 per mo.)	13,134	0	4,378	17,512
Overtime (all FPD Personnel)	13,500	0	4,500	18,000
Springdale Police Department				
Investigator (12 Mos. @ 2,143 per mo)	19,287	0	6,429	25,716
Investigator (12 Mos. @ 1,942 per mo)	17,478	0	5,826	23,304
Overtime	10,500	0	3,500	14,000
Clothing Allowance	1,125	0	375	1,500
University of Arkansas				
Investigator (12 Mos. @ 2,235 per mo)	20,115	0	6,705	26,820
Overtime	3,166	0	1,055	4,221
Rural Agenices				
Investigator (12 Mos. @ 2,600 per mo.)	23,400	0	7,800	31,200
Investigator (12 Mos. @ 2,209 per mo.)	19,875	0	6,625	26,500
Overtime	8,250	0	2,750	11,000
Fringe Benefits				
Fayetteville Police Department				
Health Insurance	12,113	0	4,038	16,151
Long term disability	146	0	49	195
Life insurance	710	0	237	947
FICA	2,698	0	899	3,597
Retirement	13,500	0	4,500	18,000
Worker's Compensation	2,288	0	763	3,051

Grant
A. 6. Page 6

FORM IGS2-A DETAILED PROGRAM BUDGET

AGENCY NAME: 4th Judicial District Drug Task Force

	Source of Funds			
	Federal	State	Local	Total
Springdale Police Department				
Health insurance	5,418	0	1,806	7,224
FICA	2,830	0	943	3,773
Retirement	4,308	0	1,436	5,744
Workers' Compensation	1,000	0	333	1,333
University of Arkansas				
Benefits	4,959	0	1,653	6,612
Rural Agencies				
Health insurance	3,240	0	1,080	4,320
Retirement	6,054	0	2,018	8,072
FICA	4,004	0	1,335	5,339
Workers' Compensation	1,253	0	418	1,671
(Sub-total Personnel)	305,152	0	101,717	406,869
MAINTENANCE AND OPERATIONS				
Fayetteville				
Office supplies	2,734	0	911	3,645
Evidence Collection Supplies	375	0	125	500
Postage	406	0	135	541
Alarm service	1,116		372	1,488
Office rent	1,800	0	600	2,400
Copier rent	2,250	0	750	3,000
Telephone (office & cellular)	4,000	0	1,333	5,333
Insurance	2,345	0	782	3,127
Office machine maintenance	900	0	300	1,200
Electronic equipment repair	1,563	0	521	2,084
Pagers	1,833	0	611	2,444
Vehicle maintenance	3,024	0	1,008	4,032
Batteries	300	0	100	400
Gas & oil	2,750	0	917	3,667
Seizure expense (towing)	225	0	75	300

Grant
A. 6. Page 8

FORM IGS2-A DETAILED PROGRAM BUDGET

AGENCY NAME: 4th Judicial District
Drug Task Force

	Source of Funds			
	Federal	State	Local	Total
Springdale				
Telephone (Office & Cellular)	1,491	0	497	1,988
Office supplies	375	0	125	500
Vehicle expense	613	0	204	817
Insurance	408	0	136	544
Gas & oil	1,463	0	488	1,951
University of Arkansas				
Telephone	522	0	174	696
Office supplies	200	0	67	267
Insurance	187	0	62	249
Pager rental	162	0	54	216
Gas & Oil	900	0	300	1,200
Vehicle Maintenance	1,050	0	350	1,400
Rural				
Telephone (Office & Cellular)	1,102	0	367	1,469
Office rent	0	0	0	0
Vehicle expense	3,000	0	1,000	4,000
Insurance	585	0	195	780
Gas & oil	2,800	0	933	3,733
Sub-total Maintenance and Operations	40,479	0	13,493	53,972
TRAVEL				
Fayetteville	750	0	250	1,000
Springdale	750	0	250	1,000
University of Arkansas	563	0	188	751
Rural	600	0	200	800
Sub-total Travel	2,663	0	888	3,551
CONFIDENTIAL				
Fayetteville	14,750	0	4,917	19,667
Springdale	7,750	0	2,583	10,333
University of Arkansas	5,250	0	1,750	7,000
Rural	7,750	0	2,583	10,333
Sub-total Confidential Funds	35,500	0	11,833	47,333
Total	$ 383,794	$ 0	$ 127,931	$ 511,725

PROGRAM JUSTIFICATION/EVALUATION

FOURTH JUDICIAL DISTRICT DRUG TASK FORCE

1991

In February 1991, the Fourth Judicial District Drug Task Force (Fourth DTF) was formed. The membership included the Washington County Sheriff, Fourth Judicial Prosecutor, University of Arkansas Police, and the municipal police departments of Fayetteville, Springdale, Johnson, Farmington, Lincoln, Prairie Grove, West Fork, and Greenland. The unit consisted of seven sworn officers, a secretary, and a fiscal officer.

During 1991, the combined unit of the Fourth DTF opened 206 cases. These cases resulted in the arrest of 130 individuals with 129 convictions and a combined total of 279 years of prison time.

1992

In February of 1992 the 4th DTF continued operations but with a reduced investigative staff. The budget cuts for the grant period forced the reduction of one officer. During the year an additional $10,000 was added to the grant to enhance the confidential funds available to purchase evidence. The City of Johnson dropped out of the control group, which left it a ten-member organization.

The Fourth Judicial DTF opened 177 cases and made 155 arrests. These cases resulted in 66 convictions with a combined total of 103.5 years of prison time, 121.5 years in suspended sentences and 91 years deferred prison time.

Overall in 1992, the Fourth DTF seized directly or assisted in seizing approximately 123 pounds of marijuana, 12 ounces of cocaine, 8.5 ounces of methamphetamine and 14.6 grams of crack cocaine. Also during 1992, 654 marijuana plants were destroyed.

1993

During this grant period the Task Force worked several major cases which resulted in the disruption of inter-state narcotics trafficking organizations. Three separate investigations were conducted which involved several suspects who were trafficking in large quantities of methamphetamine. One of the cases involved a clandestine methamphetamine lab.

The Task Force investigated a major crack/cocaine distribution organization. Three separate out-of-state sources and one southern Arkansas source were identified. Five separate "crack house" locations were also identified. Approximately 23 suspects were arrested on various crack/cocaine charges. The quantity and

PROGRAM JUSTIFICATION/EVALUATION

availability of crack/cocaine in the Fayetteville area had been on the rise in our jurisdiction for the past several months. These violators were prosecuted to the fullest extent of the law beginning with bonds $100,000 each being set for the individuals charged as suppliers.

During 1993 the 4th JDTF identified and charged numerous suspects relating to inter-state drug trafficking operations. These numbers have increased from previous years due in part to the availability of illicit narcotics in our area. The main factor, however, is the availability of trained officers devoted to narcotics investigations. The availability of trained narcotics officers would not be possible in this jurisdiction without federal grant funding. Local law enforcement agencies involved supported our efforts with additional officers on an as needed basis to complete operations.

1994

In 1994 the Task Force, working with intelligence received during a 1993 investigation of a methamphetamine bust and information from a confidential informant, ran a search warrant in the southeast part of Washington County which netted three arrests, the seizure of $15,000 in currency, nine guns and other assets valuing $36,250. The DEA and the IRS in Sioux City, Iowa City were also investigating these suspects.

A second major investigation was a methamphetamine dealer located in Fayetteville. It was established through confidential informants that this individual was dealing several ounces of methamphetamine per week. This investigation resulted in service of search warrant which netted seizures $5,700 in U.S. Currency, 4 guns and other assets totaling $3,500. This individual was prosecuted through the federal system and was sentenced to 30 years in a federal prison.

A third investigation involved a marijuana distribution organization, which targeted high school age buyers in west Washington County. The information and undercover buys lead to a search warrant being served and the arrest of four individuals and the seizure of $4,000 U. S. Currency, three guns, and $3,250 in other assets.

During 1994, the Task Force opened 292 cases with several being tied to inter-state organizations. Approximately 2.5 ounces of crack/cocaine was seized.

1995

PROGRAM JUSTIFICATION/EVALUATION

During 1995 the Task Force worked several investigations which involved interstate narcotic rings. The first major case involved marijuana, which was being brought into Crawford County from Mexico in brick form. The marijuana was then being brought to the Fayetteville area and distributed. The investigation netted in excess of 120 pounds of bricked marijuana and the arrest of six suspects.

Another case was the direct result of information received from a suspect following a traffic stop. A search warrant was obtained and approximately five ounces of methamphetamine and over $16,000 in cash was seized. Three arrests were made.

Acting on information received from an anonymous caller, the Task Force located an indoor growing operation, which reportedly supplied processed marijuana to individuals in Iowa. At the time the search warrant was served two arrests were made 193 mature plants and approximately $4,900 was seized.

Another search warrant was executed based on narcotics charges and netted the recovery of approximately $30,000 in stolen computers. The merchandise was stolen from a single location in Springdale. During the search warrant four arrests were made and one-half gram of methamphetamine was seized.

In 1995 the Fourth DTF opened 388 cases and arrested 312 suspects. Two hundred forty seven (247) suspects were convicted on drug charges. These convictions resulted in approximately 417 years of prison time and 303 years of probation.

1996

The 4th DTF added the ELM Springs Police Department to the Task Force in 1996. This makes a total of eleven law enforcement agencies providing information to the task force.

The task force officers worked several cases involving interstate drug trafficking. The most prevalent drug being transported into Northwest Arkansas has changed from marijuana to methamphetamine.

The drug quantities our confidential informants are able to purchase have risen from grams and 1/8 ounce to ounces and pounds. This trend clearly indicates more drugs are available in the area.

The largest methamphetamine suppliers arrested to date have been Hispanic males. They transport the methamphetamine from California, Texas and Mexico on a weekly basis. The following modes of transporting drugs into our area have been:

PROGRAM JUSTIFICATION/EVALUATION

- AIRPLANE - Individuals carry it on their person or in carry on luggage.
- BUSES - Packaged in their luggage.
- PERSONAL VEHICLES - Various compartments, hidden and otherwise.
- U.S. MAIL AS WELL AS OTHER DELIVERY SERVICES.

Heroin is being reintroduced into the area. There were three deaths attributed to heroin overdoses. The task force gained information on the supplier and ran a search warrant and made an arrest.

Methamphetamine is definitely being transported into the area however; locals manufacture the substance as well. Three methamphetamine labs have been seized this past year.

1997

During 1997 the task force was able to increase staffing by the addition of an officer assigned from the University of Arkansas. This has increased the amount of information received from the officers at the University. Using this information and other information collected several cases have been worked on and around campus.

While working methamphetamine cases in the Hispanic community, the Fourth Judicial District, the Nineteenth Judicial District, State Police Narcotics and the DEA have pooled resources and shared officers working in an undercover capacity to make cases in Northwest Arkansas. These efforts resulted in the purchase or seizure of over eight pounds and arrested sixteen individuals capable of selling pounds of methamphetamine.

Another cooperative effort is interdiction. The Fourth Judicial Task Force provides manpower when the DEA receives information about suspicious packages or individuals coming to Fayetteville or Springdale. Also agencies in Texas and California contact our task force directly with information. The largest seizure was thirty-five pounds of marijuana found in luggage at the airport. Fayetteville Police Department assigned a full time K-9 team to the task force for part of 1997.

The Task Force works closely with all law enforcement agencies in the area including the DEA and State Police. The grant funds under which the Task Force operates allows our agency to effectively share manpower and information with other law enforcement agencies.

PROGRAM JUSTIFICATION/EVALUATION

This, in turn, reduces the amount of drug trafficking in our area and subsequently reduces the amount of violence, which stems from drug addiction.

1998

In the 1998 fiscal year, the Task Force saw a tremendous increase in methamphetamine trafficking, manufacture and abuse. During this fiscal year the Task Force purchased and seized approximately 19.41 pounds of methamphetamine. This amount is approximately 9.63 pounds more than the Task Force dealt with in 1997. Approximately 16 pounds of the 19.41 pounds of methamphetamine purchased and seized by the Task Force came from Hispanic suspects that have moved into our area.

A joint investigation between the Task Force and the DEA Fayetteville Resident Office yielded the largest single seizure of methamphetamine in the Western District of Arkansas. Officers seized 6.5 pounds of methamphetamine from a Hispanic subject flying into the Fayetteville Airport from California.

The Task Force investigated several other cases involving large amounts of cocaine and marijuana. The Task force purchased and seized approximately 1.2 pounds of cocaine and approximately 66.3 pounds of marijuana in this fiscal year.

The largest seizure of LSD in the history of our Task Force came during this grant year. Approximately 3000 hits of LSD were seized during a search warrant and three suspects were arrested.

The 4th JDDTF ended the 1998 fiscal year opening 405 new cases and seizing $91,481.33 in U.S, currency. Of these cases, 365 were turned over for prosecution giving the Task Force a 90% clearance rate for the year.

1999

The 4th JDDTF is continuing to work many major cases during the 1999 fiscal year. However, we do not have enough manpower assigned to our Task Force to handle the explosive growth we have had in the methamphetamine trade. We need additional investigators in the Task Force so we can adequately investigate all drug cases. This grant application includes three additional officers for a total of seven investigators and one sergeant.

The sale of methamphetamine and prevalence of methamphetamine laboratories continue to increase in our area. Our experience has shown that mainly local people are responsible for most of our methamphetamine laboratories. Conversely, we have found that it is

PROGRAM JUSTIFICATION/EVALUATION

mainly Hispanic suspects(usually illegal aliens) who have been responsible for transporting the large quantities of methamphetamine to this area. The State Data System reports that in 1990 the 4th judicial district had a population of 1,526 Hispanics. In 1996 that number had risen 435% to a population of 8,164.

The Task Force manpower has not risen during this time period, in fact it has decreased. In 1991, when the Task Force was formed, we were working with 7 sworn officers. We are now working with 5 sworn officers and have twice the case load, not even taking into account the increased time we spend investigating methamphetamine labs. Of the 5 sworn officers we have, 4 of them are DEA certified to work methamphetamine labs and they have spent a great deal of time this year working on labs.

A joint investigation between the 4th DTF, 19th DTF and the DEA resulted in the seizure of approximately 5 pounds of methamphetamine and 6 pounds of cocaine. The Hispanic suspects in this case are being prosecuted in federal court.

During 1999, the 4th DTF made the largest single seizure of LSD in the state of Arkansas by seizing 123,000 micrograms of LSD from a suspect in Fayetteville, Arkansas.

Our DTF has purchased and seized approximately 20.09 pounds of methamphetamine, approximately 7.4 pounds of cocaine, 62.53 pounds of marijuana and seized $314,467 U.S. currency year to date in this fiscal year. We have opened 263 cases in this grant year. This number is down 31 cases from this point in our 1998 grant year.

Although the number of cases is a little down from 1998, it is directly attributable to the increased number of methamphetamine laboratories we have worked so far this fiscal year. The sixteen labs we have worked thusfar this year are a 300% increase over the entire year of 1998. A methamphetamine lab case requires around 10 times the man-hours a normal drug case takes to complete. Because of the lab prevalence we are unable to allocate the needed time in other areas such as working on street level dealers and following up on narcotics intelligence.

CER-1 Assurances

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 1 of 3

1. The applicant assures that federal drug law enforcement funds made available under the Anti-Drug Abuse Act will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities;

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Bureau of Justice Assistance and the Department of Finance and Administration shall prescribe shall be provided to assure fiscal control, proper management, and effective disbursement of funds received under the Act;

3. The applicant assures that it shall maintain such data and information and submit the prescribed reports in the prescribed formats at the prescribed times as the Bureau of Justice Assistance and the Department of Finance and Administration may require;

4. The applicant assures that at the end of each federal fiscal year that the project is in force, and at the end of the project period, it will submit a performance report to the Department of Finance and Administration in a manner to be prescribed;

5. The applicant certifies that the program contained in this application meets all the requirements, and that all the information is correct, and that the applicant will comply with all provisions of the Anti-Drug Abuse Act of 1986 and all other applicable state and federal laws;

6. The applicant assures that before any budgetary or programmatic amendment is made to an approved program, it will submit such an amendment to the Department of Finance and Administration for review;

7. The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the non-discrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;

8. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs;

9. The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein;

10. The applicant assures that it will comply with the provisions of the Department of Finance and Administration's "Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines";

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

11. The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

12. The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements;

    (A) as may be necessary for the Department of Finance and Administration to comply with the 1996 Single Audit Act Amendments and Circular A-133, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and

    (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations;

13. The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information;

14. The applicant assures that both federal and matching funds used for this project will be used exclusively to support defined drug law enforcement activities, and will not be used to support any general purpose law enforcement or other activity maintained by the applicant;

15. The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings at least monthly, and will provide the State Drug Director with copies of the agenda and minutes of each meeting;

16. The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations.

17. The applicant assures that all proposals for out of state travel for conference and training will be submitted to the Arkansas Alcohol and Drug Abuse Coordinating Council for approval prior to any expense being incurred.

CER-1 Assurances

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 3 of 3

CERTIFICATION

I certify that the program proposed in this application meets applicable requirements of the Anti-Drug Abuse Act, that all the information presented is correct, and that the applicant will comply with the provisions of the Act and all other applicable federal laws and applicable state laws and regulations.

	01/20/00
(Signature of Contracting Official)	(Date)
Fred Hanna	Mayor
(Typed Name)	(Title)

113 W. Mountain Street, Fayetteville, AR 72701
(Address)

(501) 575-8330	(501) 575-8257
(Area Code/Telephone Number)	(Area Code/Fax Number)

...CER-2 Time and Effort

CERTIFICATION OF TIME AND EFFORT

As chief executive officer of the applicant government or agency for the attached Drug Law Enforcement Program subgrant, I hereby certify that:

(1) All persons employed as regular employees of the applicant and paid from grant and/or grant matching funds will provide full services to the grant funded project in concert with their status (full-time, part-time, etc.) and the salary paid from grant and/or grant matching funds. All such employees will routinely prepare and submit to the employing agency for retention a statement of hours worked which are chargeable to the grant and/or grant matching funds. Such time statements will be signed by the employee and verified by his/her supervisor.

(2) All persons working under contract with the subgrantee, who is paid from grant and/or grant matching funds, and who is providing services to the grant funded project will be required to execute a formal contract for services that specifies (a) the work to be performed; (b) the location(s) of such work; (c) the rate and frequency of payments to the contractor; (d) the availability of the contractor to the contracting agency; (e) the provision of workspace, equipment, supplies and assistance to the contractor; (f) a method for the routine reporting of progress and accomplishments; (g) tax liabilities and tax reporting requirements of both the contractor and the contracting agency; and (h) any other provision necessary for a clear statement of mutual contractual obligations.

	01/20/00
(Signature of Contracting Official)	(Date)
Fred Hanna	Mayor
(Typed Name)	(Title)

113 W. Mountain Street, Fayetteville, AR 72701
(Address)

(501) 575-8330	(501) 575-8257
(Area Code/Telephone Number)	(Area Code/Fax Number)

CER-3 Audit Cost

CERTIFICATION OF AUDIT COST

As the Contracting Official for a Drug Law Enforcement Program subgrant to the organization listed below, I certify that the OMB Circular A-133 audit status is an accurate projection of federal fund expenditures for the fiscal year impacted by this grant, based on information presently available to me. Based on these projections, the audit status of the referenced organization will be as indicated below.

_____ AUDIT STATUS ONE: PROJECT AUDIT COST

The applicant agency will expend less than $300,000 from all federal sources during its fiscal year. The Department of Finance and Administration will contract for audit services applicable to the Drug Law Enforcement Program subgrant. The applicant will not budget audit funds.

_X_ AUDIT STATUS TWO: OVERALL SINGLE AUDIT COST

A single audit must be procured by the applicant agency when the applicant agency expends $300,000 or more in federal funds from all sources during its fiscal year. Under these circumstances, the applicant agency may take one of two courses in paying for single audit costs. Check either (A) or (B) below to show your intent.

(A) _X_ The applicant agency will pay for the cost of the single audit from its own resources.

(B) _____ The applicant agency will develop an equitable formula for assigning single audit cost to each federal program from which grants are received.

If you checked item (B), complete the grants listing below for your most recent fiscal year, even if you must use estimated data. This information will serve to verify the need for a single audit of your finances during the fiscal year this grant will be active.

FEDERAL FUNDS EXPENDITURES

Name of Federal Agency	Most Recent Fiscal Year	Federal Dollars Expended

(Use supplementary listing if needed)

ESTIMATED TOTAL COST OF SINGLE AUDIT $____________

ESTIMATED SHARE OF SINGLE AUDIT COST
TO BE PAID WITH DLEP GRANT FUNDS $____________

Note: Audit funds will not be a part of the applicant's budget, but will be reserved by DFA until the audit is completed.

Fred Hanna	Mayor, City of Fayetteville
Printed Name of Contracting Official	Title and Organization
	01/20/00
Signature	Date

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the "State of Arkansas Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines."

Date: ____________________ Signature: ____
Project Director

PROCEDURES – Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements detailed in Chapter 4 of the Guidelines Manual referenced above. Prior approval is required to deviate from these elements.

CER-5 Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBLITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register*,(pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Fred Hanna, Mayor
Name and Title of Contracting Official

Signature

01/20/00
Date

City of Fayetteville
Name of Organization

113 W. MOuntain Street, Fayetteville, AR 72701
Address of Organization

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  (1) Abide by the terms of the statement; and
  (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within 10 days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Certification Regarding Drug-Free Workplace Requirements
Page 2

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

4201 N. Shiloh and 100 A West Rock Street in Fayetteville, AR

City of Fayetteville Police Department/Fourth Judicial District Drug Task Force
Organization Name

Fred Hanna, Mayor
Name and Title of Contracting Official

Signature

01/20/00
Date

CER-7 Lobbying

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1592, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall check here _____ and complete and submit Standard form # LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

City of Fayetteville	
113 West Mountain Street	~~Fred Hanna, Mayor~~
Fayetteville, AR 72701	January 20, 2000
Name and Address of Organization	Signature, Date and Typed Name of Contracting Official

CERTIFICATION REGARDING QUARTERLY REPORTING
OF PROGRAM INCOME AND EXPENDITURES

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) I will prepare and submit information, in a form prescribed by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council and the Department of Finance and Administration, regarding program income made available to the grant funded project for its use. Program income and expenditures from program income will be shown for each source of such income and each item of expenditure. Program income reports will be transmitted to the Department of Finance and Administration by the 15th day of the month following the end of each calendar quarter.

Fred Hanna
Printed Name

Mayor
Title

Signature of Contracting Official

January 20, 2000
Date

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy.

   For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Fred Hanna
Printed Name

Mayor
Title

____
Signature of Contracting Official

January 20, 2000
Date

CER-15 Attending Designated Training

CERTIFICATION REGARDING MANDATORY ATTENDANCE
AT DESIGNATED TRAINING EVENTS SPONSORED BY THE
ARKANSAS ALCOHOL AND DRUG ABUSE COORDINATING COUNCIL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree that Law Enforcement personnel who work under my authority for purposes identified in the grant, and who are paid in part or in full from federal grant funds or state or local grant matching funds will attend training programs which are developed and sponsored by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council. The Department of Finance and Administration will inform me of the dates, times, places and the nature of any such training designated as mandatory by the Law Enforcement Committee.

Fred Hanna
Printed Name

Mayor
Title

Signature of Contracting Official

January 20, 2000
Date

CER-16 Fair Labor Standards

CERTIFICATION OF COMPLIANCE WITH FAIR LABOR STANDARDS ACT

As the contracting official for a grant awarded by the Arkansas Alcohol and Drug Abuse Coordinating Council through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree to comply with the provisions of the federal Fair Labor Standards Act regarding the preparation and retention of time and attendance records affecting persons employed through financial assistance provided by this grant.

I am aware that this grant provides only for the payment of regular salaries and fringe benefits for positions shown in Attachment 'A' of the grant award, unless specifically approved otherwise by the State Drug Council. Consequently, by acceptance of that grant award, I assume full responsibility for any compensatory time allowance or overtime pay obligations for persons employed within the project funded by this grant.

Fred Hanna
Printed Name

Mayor
Title

Signature of Contracting Official

January 20, 2000
Date

The City of Fayetteville/Fourth Judicial District Drug Task request overtime funding through the grant application.

CONFLICTS OF INTEREST

Personnel and other officials connected with federally-funded programs shall adhere to the following requirements:

ADVICE. No official or employee of a State or unit of local government or a non-governmental recipient/subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

APPEARANCE. In the use of federal project funds, officials or employees of State or local units of government and non-governmental recipient/subrecipients shall avoid any action which might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; or
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Certification

As a potential subgrantee of federal funds through the Edward Byrne Memorial State and Local Law Enforcement Formula Grant Program, I certify that I have read, understand and agree to comply with the above provisions regarding conflicts of interest.

Fred Hanna, Mayor
Typed Name

Signature of Contracting Official

City of Fayetteville, Arkansas
Organization

January 20, 2000
Date

CER-17 Third Party Matching

CERTIFICATION OF THIRD PARTY MATCHING FUNDS

Within the grant assisted 2000 operating budget of the ______________________________ Task Force is $______________ in funds generated by and/or provided to the Task Force. Following is a summary of the source(s) and amount(s) by source of these funds.

Source of Funds	Amount
(1)______________________________	$______________
(2)______________________________	$______________
(3)______________________________	$______________
(4)______________________________	$______________
(5)______________________________	$______________
(6)______________________________	$______________
(7)______________________________	$______________
(8)______________________________	$______________
(9)______________________________	$______________
(10)______________________________	$______________
(11)______________________________	$______________
(12)______________________________	$______________
Total	$______________

As the contracting official for the ______________________________ Task Force, I hereby certify the above accounting of funds is accurate and will be used for operating expenses of the Task Force during the grant period referenced in the attached grant award letter.

Signature of Contracting Official	Title	Date

CER-18 Program Income

PROGRAM INCOME REPORT FOR 1999

Program income is defined as income made available to the subgrantee from activities supported with grant funds. Program income that is generated by the subgrantee and awarded to other agencies is not the subgrantee's income. Program income may take the form of forfeitures, donations, registration fees, or other income earned by an employee during the course of his or her official duties. Program income may be in the form of cash or property which is made available to the subgrantee for its use (as in cash), or for its use and disposition (as in property).

<u>PROGRAM INCOME RECEIVED FROM JANUARY 1, 1999 TO DECEMBER 31, 1999</u>

Cash Received $________________

Property Received (LIST)

DO NOT COMPLETE

FORMS FOR THE QUARTERLY REPORTING OF PROGRAM INCOME
WILL BE MAILED TO AFFECTED SUBGRANTEES

ESTIMATED VALUE OF PROPERTY RECEIVED $________________

TOTAL CASH AND PROPERTY RECEIVED $________________

PROGRAM INCOME EXPENDITURES $________________

Note: If property was received and turned into cash, show the value within the "CASH" amount above.

AGENDA REQUEST FORM

Council Meeting of January 18,2000 — Mayor's Approval ____

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

ACTION REQUIRED Approval of Amendment No. 5 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 $88,854.00.

COST TO CITY

200,000.00 $ 3,515,901.00	300,000.00 $ 3,519,733.00	Water/Sewer Imp'ts Wastewater Treatment
Cost of this Request	Category/Project Budget	Category/Project Name
	-0-	
Account Number	Funds Used to Date	Program Name
	$ 3,819,733.00	Water and Sewer
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW XX Budgeted Item ____ Budget Adj. Attached

Budget Coordinator	Date	Admin Services Director	Date
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve Amendment No. 5 to the OMI Contract for operation of the Wastewater Treatment Plant for 2000, at a cost of $3,715,901.00, including a management fee of $88,854.00

[signature] Ass't Public Works Director	1-5-00 Date
Department Director	Date
Admin Services Director	Date
Mayor	Date

Cross Reference

New Item: **Yes** No

Prev Ord/Res # ____

Orig. Contract # ____

Orig. Contract Date ____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

January 5, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Subject: Amendment No. 5
OMI Contract for Wastewater Plant Services

Attached for your review and approval is proposed Amendment No. 5 to the existing OMI contract for operations and management services at the Wastewater Treatment Plant.

The amendment calls for a total budget of $3,715,901.00 for 2000, and breaks down as follows:

Operations and Management Services -	$ 3,427,047.00
Fixed Fee	88,854.00
SCADA Upgrade-	200,000.00
Total	$ 3,715,901.00

There will be a Water and Sewer Committee Meeting immediately following the Agenda Session on Tuesday, January 11 to discuss the Amendment. The Committee's recommendation will be brought to the Council at their regular meeting on January 18, 2000.

AMENDMENT NO. 5
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 5299 DTC Boulevard, Suite 1200, Englewood, Colorado 80111-3333 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. 5 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 sixth year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Eighty Eight Thousand Eight Hundred and Fifty Four Dollars ($88,854). 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 2000 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 2000 for calendar year 2001. 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 B is hereby deleted in its entirety and replaced with the attached Appendix B.
4. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J.

5. 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:	Authorized Signature:
______________________	______________________
Bernard A. Miller Title: Chief Operating Officer	Fred Hanna, Jr. Title: Mayor
OPERATIONS MANAGEMENT INTERNATIONAL, INC.	CITY OF FAYETTEVILLE
Date: ______________	Date: ______________

Appendix J

COST DETAIL

The proposed annual estimated costs for 2000 were calculated as follows:

	Projected 1999	Budgeted 1999	Proposed 2000
Direct labor and benefits	$1,305,829	$1,329,586	$1,381,183
Labor overhead @ 35%	$ 457,040	$ 465,355	$ 483,414
Electricity	$ 618,712	$ 600,000	$ 715,000
Electric overhead @ 5%	$ 30,936	$ 30,000	$ 37,750
All other direct costs	$ 787,878	$ 793,233	$ 737,909
Other direct costs overhead 10%	$ 78,788	$ 79,323	$ 73,791
Sub-Total	$3,279,183	$3,297,497	$3,427,047
Fixed Fee	$ 85,495	$ 85,495	$ 88,854
Total Operating Budget	$3,364,678	$3,382,992	$3,515,901
SCADA Upgrade - Phase 1	$ 212,500	$ 250,000	(Phase II) $ 200,000
Total 2000 Budget	$3,577,178	$3,632,992	$3,715,901

The following are some of the major reasons for cost circumstances:

1. Projected increase in electrical usage and demand due to increased loading, the use of the new ultra-violet disinfection system, and the requirement for part-time utilization of the second aeration basin.

2. Continued increase in the cost of providing skilled professional labor in Northwest Arkansas' highly competitive job market.

3. Expansion of sewer lift-station maintenance responsibilities to include six (6) additional stations and SCADA at eight (8) additional potable water sites as noted in Appendix B.

Appendix K

SCADA UPGRADE - PHASE 2 - SCOPE OF WORK

The following SCADA upgrade tasks will be performed by OMI during the calendar year 2000.

1. Upgrade of all existing ultrasonic level measurement devices with new units capable of being calibrated without entering the wetwell area, as well as installing new devices at the four additional sewer lift stations to receive SCADA control/monitoring during this phase.

2. Purchase and installation of SCADA monitoring equipment 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 at these locations.

3. Purchase and installation of SCADA control/monitoring equipment at the four sewer lift stations not previously so equipped, to be compatible with OMI-developed SCADA system.

Appendix B

LOCATION OF PROJECT

B.1 OMI agrees to provide the services necessary for the management, operation and maintenance of the following:

a) All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of or being used to operate the Owner's Wastewater Treatment Plant located at:

1500 North Fox Hunter Road
Fayetteville, Arkansas

b) All equipment, grounds and facilities now existing within the present property boundaries of pump stations described as follows:

WW1	978 East Zion Road
WW2	4938 Mission Boulevard
WW3	Salem Road North of Mt. Comfort Road
WW4	691 West Poplar
WW5	3896 North Gregg
WW6	3021 North Old Wire Road
WW7	2034 North Country Road # 877
WW8	729 West North Street
WW9	1336 North Porter
WW10	716 Futrall Drive
WW11	4412 West 6th Street
WW12	398 North Double Springs Road
WW13	878 South Stonebridge Road
WW14	1820 South Armstrong
WW15	203 East 29th Circle
WW16	3917 South McCollum Road
WW17	4394 South School
WW18	202 North Sandy (Greenland)
WW19	933 South Mally Wagon Road
WW20	3212 North Highway 112
WW21	1687 South Happy Hollow Road
WW22	630 North Double Springs Road
WW23	Masters Addition Country Club
WW24	Willow West (Farmington)
WW25	4071 South Mcollum (Airport East)
WW26	74 South Kestrel (Sequoyah Preserve)
WW27	1031 River Meadows Drive (Stonebridge Meadows)

WW28	1603 Plantation Avenue (Heritage Village)	

c) All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the Owner's Sludge Management Site located east of the wastewater facility across the White River.

d) The potable water SCADA system at the following locations:

W1	215 West 24th Street	Pump Station
W2	844 North Crossover Road	Pump Station
W3	4938 East Mission Boulevard	Pump Station
W4	1016 East Ash Street	Pump Station
W5	707 East Rogers Drive	Pump Station
W6	456 East Baxter Lane	Ground Storage Tank
W7	707 East Rogers Drive	Ground Storage Tank
W8	113 North Sang	Elevated Storage Tank
W9	1170 East South Skyline	Elevated Storage Tank
W10	1044 East Township Road	Elevated Storage Tank
W11	Mt. Kessler	Ground Storage Tank
W12	Highway 45 Valve Station	Pressure-reducing Valve
W13	Fire Tower Avenue (Goshen)	Ground Storage Tank
W14	Fire Tower Avenue (Goshen)	Pump Station
W15	Co. Road # 55 (Round Mountain)	Ground Storage Tank
W16	Co. Road # 4343 (Benson Mountain)	Ground Storage Tank
W17	Gulley Road Tank	Elevated Storage Tank
W18	Gulley Road Station	Pump Station
	1475 Cato Springs Road	Water & Sewer Ops Center

STAFF REVIEW FORM

__X__ AGENDA REQUEST
__X__ CONTRACT REVIEW (Change-order)
_____ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of two (2) Resolutions:

1. Approval of an agreement with the Fayetteville Public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School property within the Rupple Road right-of-way. Such agreement is attached as exhibit "A".

2. Authorize the Mayor to approve a construction contract change-order with APAC (McClinton-Anchor) the City's contractor for the Rupple Road construction project up to $53,334.70 for the installation of the proposed 8 inch water main from Mount Comfort Road to the Middle School property contingent upon approval of the agreement in item one above.

COST TO CITY:

$53,334.70 <53,334.70> 0 after reimbursement*	80,000	Water cost share
cost of this Request	Category/Project Budget	Category/Project Name
5400-5600-5808.00	0	Capital mains
Account Number	Funds Used To Date	Program Name
97021-0020	80,000	Water/Sewer
Project Number	Remaining Balance	Fund

* refer to agreement

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

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

STAFF RECOMMENDATION: Approval

Jan Beaulen

Division Head — Date: Jan 11, 2000

Department Director — Date

Administrative Services Director — Date

Mayor — Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #__________

Orig Contract Date:__________

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer JB

Date: January 10, 2000

Re: Water main extension to serve the westside middle school.
Proposed reimbursement agreement. Proposed authority to approve a construction contract.

The westside middle school is under construction north of Mount Comfort Road and west of the new Rupple Road extension (also under construction).

The School was to receive water from an agreement with the developer from whom the property was purchased. The developer has been unable to fulfill this requirement.

In order to provide water to the School and to keep from delaying both the School and the City's contractor on the Rupple Road extension the following two Resolutions are requested:

1. Approval of an agreement with the Fayetteville Public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School property within the Rupple Road right-of-way. Such agreement is attached as exhibit "A".

2. Authorize the Mayor to approve a construction contract change order with APAC (McClinton-Anchor) the City's contractor for the Rupple Road construction project up to $53,334.70 for the installation of the proposed 8 inch water main from Mount Comfort Road to the Middle School property, contingent upon approval of the agreement in item one above.

DRAFT

AGREEMENT

The AGREEMENT executed this ____ day of __________,2000, by and between the City of Fayetteville, Arkansas, hereinafter called "City" and the Fayetteville Public Schools, hereinafter called "School", WITNESSETH:

WHEREAS, A.C.A. §25-20-108 allows one public agency to contract for governmental services, activities, or undertakings with another public agency when each of the public agencies entering into the contract is authorized by law to perform alone; and,

WHEREAS, the City is currently involved in a street and water line construction project along Rupple Road; and,

WHEREAS, the School wishes to contract with the City for certain water main extension services, activities and undertakings along Rupple Road to provide water to the new school; and,

WHEREAS, both the City and the School are authorized by law to perform alone.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City agrees to furnish or cause to be furnished all labor, materials and equipment required for the performance of the following described work in connection with installment of a complete eight inch water main to extend to the School's south property line on the new Rupple Road. The water main shall be to the City's standards with the required 12x8 tap, bore and encasement under Mount Comfort Road (if required by Washington County), eight inch main within the Rupple right-of-way, fittings, valves, fire hydrants and any appurtenances necessary for a complete water main installation to extend to the School's south property line on the new Rupple Road. Further, the City shall provide all normal engineering services including design and construction management for the eight inch water main extension.

2. The School agrees to compensate the City for the actual costs incurred for services, activities and undertakings, including, but not limited to, construction and testing. Such costs are estimated to be as set forth below:

A. Tap existing 12" water line and bore Mt. Comfort Road in rock.

1. 12"x8" Tapping Sleeve, Valve and Tap	$ 3,532.00
2. 75 L.F. Highway Bore per plans in rock	16,438.00

B. Water System Improvement Rupple Road

1. Install 8" waterline with valve and fittings Per plans and specs approximately 720 L.F.	$20,058.00

2. Rock Excavation-unit price
Estimated quantity 35 C.Y. @ $120 C.Y. $4,200.00

* Rock excavation-work shall be measured by the cubic yard of rock excavated. Rock shall be computed by cross section method and verified by the Project Engineer.

C. Fire Hydrant	2,150.00
D. Project Contingency (15%)	6,956.70

for an amount not to exceed $53,334.70.

3. Payment shall be due within thirty (30) days from the acceptance by the City of the eight inch water main extension.

IN WITNESS WHEREOF, the City and the School have executed this AGREEMENT on the date above stated.

CITY OF FAYETTEVILLE, ARKANSAS

By:____________________________
Fred Hanna, Mayor

ATTEST:

By:____________________________
Heather Woodruff, City Clerk

FAYETTEVILLE PUBLIC SCHOOLS

By:____________________________
Title:__________________________

ATTEST:

By:____________________________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer

Date: January 7, 2000

Re: Water main extension to serve the westside middle school.
Proposed reimbursement agreement. Proposed authority to approve a construction contract.

The westside middle school is under construction north of Mount Comfort Road and west of the new Rupple Road extension (also under construction).

The School was to receive water from an agreement with the developer from whom the property was purchased. The developer has been unable to fulfill this requirement.

In order to provide water to the School and to keep from delaying both the School and the City's contractor on the Rupple Road extension the following is requested:

1. Approval of a reimbursement agreement with the Fayetteville Public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School property within the Rupple Road right-of-way. Such agreement is attached as exhibit "A".

2. Authorize the Mayor to approve a construction contract with APAC (McClinton-Anchor) the City's contractor for the Rupple Road construction project up to $100,000.00 for the installation of the proposed 8 inch water main from Mount Comfort Road to the Middle School property dependent upon fair and successful negotiations by City Staff and reimbursement from the Fayetteville Public Schools in accordance with the agreement (Attached exhibit "A").

STAFF REVIEW FORM

XXXX AGENDA REQUEST
XXXX CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting on January 18, 2000.

FROM:

Wayne Ledbetter	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of an Agreement for professional services with EGIS Consulting Inc. regarding the USCOE 404 permit for the Arkansas Research & Technology Park. This contract amount is $ 27,000.00. A bid waiver is requested.

COST TO CITY:

$ 27,000	$ 700,000 570,000	Research and Technology Park
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5314-00	$ 00	Street Improvements & Water & Sewer Impr
Account Number	Funds Used To Date	Program Name
95075-10	$ 700,000 570,000	General Fund & Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director ______

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

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

STAFF RECOMMENDATION: Staff recommends that the Council approve the contract with EGIS Consulting Inc. for consultation work with the USCOE for Permit 404 regarding the Arkansas Research & Technology Park.

Jim Beavers	Jan 10 2000	
Division Head	Date	Cross Reference
Department Director	Date	New Item: **Yes**
Administrative Services Director	Date	Prev Ord/Res #:______
Mayor	Date	Orig Contract Date:______

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director
Don Bunn, Assistant Public Works Director
Jim Beavers, City Engineer

From: Wayne Ledbetter, Engineering

Date: January 10, 2000

RE: Arkansas Research & Technology Park
Consultation Services regarding USCOE 404 Permit

1. **Existing Conditions.** The City owns approximately 290 acres in the Northwest portion of Fayetteville and that property is designated the Arkansas Research & Technology Park. The property adjoins Shiloh on the south, Moore Lane on the west, Deane Solomon Rd. on the north, and Truckers Lane on the east. This parcel is broken up into several pastures (some pastures are field, some pastures are part field with trees and shrubs). The land typically drains northward to Clabber Creek which is the main outfall for all the drainage in the immediate area. This area has approximately eighty-nine acres determined as wetlands. The wetland determination was performed by EGIS Consulting.

2. **Proposed Conditions.** The Arkansas Research & Technology Park will accommodate several sites for technologically based industries. This area is planned for light industry yet still maintain a aestheticially pleasing environment. In fact, this area is planned with a wetland reserve and a woodland preserve and other amenities that will be eye pleasing to the community. The first step in regards to the USCOE 404 Permit is determining the existing wetland areas and planning what areas will be impacted and which will be undisturbed. The existing wetland performed by EGIS is already complete and the first stage of the 404 Permitting process has begun. The City has submitted the materials needed for beginning this first stage of the permit. However, there are several areas that we will need assistance in following up the wetland determination and pursuing the 404 Permit. EGIS can assist us in the tasks that are beneficial to acquiring this permit. The accompanying scope of services enumerates the work we will ask of them in the permit process. The following is a summary of these services:

1. Coordination with USCOE with cultural resources and threatened species. They will help with the State Historic Preservation Office, US Fish & Wildlife regarding this project
2. Perform a wetland functional value assessment and an alternative analysis.

3. Help develop a conceptual wetland mitigation.
4. Assist the City regarding public concerns pertaining to project environmental impacts.
5. Assist City regarding cultural resource matters, if needed.

Other work such as plan work for the wetland mitigation and construction of mitigation areas will be determined at a future. Essentially EGIS is helping in the permit process. Please note the accompanying scope of services for detail.

The total of consultation services for this phase is a not to exceed of $ 27,000.00

3. Bid Waiver. The staff requests that the Council grant a bid waiver for the 404 Permit consultation services. EGIS has already performed the wetland determination and is familiar with the project. We have already begun the permit process and would like to expedite this by retaining their services quickly. By granting this waiver, they would be available to begin some of these tasks and help us get a timely permit. Their previous work was competitively priced which allowed us to award them the wetland determination.

4. Staff Recommendation. The Staff recommends that the Council approve the Agreement with EGIS Consulting Inc. for consultation services regarding the USCOE 404 Permit for The Arkansas Research & Technology Park.

ENVIRONMENTAL AND GIS CONSULTING, INC.

SCOPE OF SERVICES PROVIDED FOR CITY OF FAYETTEVILLE PROJECT: ARKANSAS RESEARCH & TECHNOLOGY PARK PROPOSED DEVELOPMENT SITE EGIS PROJECT #1850

EGIS Consulting, Inc. ("EGIS") proposes to perform the following services for the City of Fayetteville ("Client") for a 289± acre development site for the proposed Arkansas Research and Technology Park in Fayetteville, Arkansas. The specific site location to be identified on a map provided by Wayne Ledbetter, Staff Engineer for the City of Fayetteville.

I. SERVICES PROVIDED BY EGIS

EGIS will assist the City of Fayetteville in obtaining a Corps of Engineers Section 404 permit regarding the above-referenced site:

1. Coordination of Corps Engineer 404 permit process including cultural resources, threatened or endangered species (T&E), and working closely with COE and PE to minimize adverse project impacts. Services include initial coordination with State Historic Preservation Officer (SHPO) and US Fish & Wildlife Service (USF&WS) regarding the above. Should detailed SHPO or T&E investigations be required, additional work will be performed on an additional hourly basis or by an additional contract. Coordinate closely with PE and COE to provide COE information necessary for COE public notice regarding the project. The City of Fayetteville and EGIS will work cooperatively to accomplish this task. EGIS's work will be performed on an hourly basis (Not to Exceed) $7,500.00

2. EGIS will perform a wetland functional value assessment and an alternative analysis on an hourly basis (Not to Exceed) $7,500.00

3. Develop conceptual wetland mitigation plan. This task will be accomplished by both the city of Fayetteville and EGIS. EGIS's work will be performed on an hourly basis (Not to Exceed) $5,000.00

4. EGIS will assist the City of Fayetteville regarding public concerns pertaining to project environmental impacts. For example, impacts to wetlands, fish and wildlife, such as the Arkansas darter. EGIS will perform this work on an hourly basis

   (Not to Exceed) $4,500.00

5. If cultural resources investigation is required, the City of Fayetteville will select a cultural resource contractor and provide necessary coordination with said entity and the COE. EGIS will assist the City of Fayetteville regarding cultural resource matters as needed on an hourly basis in an advisory capacity (NTE) $2,500.00

6. EGIS and the City of Fayetteville will work cooperatively to develop detailed wetlands mitigation plans. This may involve additional field investigation. The scope of detailed plans will be determined once conceptual mitigation plans are approved by COE. EGIS's portion of this work will be performed on an hourly basis or a fixed fee to be determined later in the permit process.

7. Construction of mitigation plans will be performed by an environmental consultant with contractor's license. Cost will be determined later in during the permit process once final mitigation plans are approved by the COE.

II. **Limitation of Professional Liability Insurance.** To the maximum extent permitted by law, Client agrees to limit EGIS's professional liability for damages to the sum of $1,000,000. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

III. **PROVIDED BY CLIENT**

A. A site location map, legal description, name and address of Permittee, and a topographic survey will all be provided by the client.

B. A grading and site plan will also be provided by the client, if they are readily available.

C. The client assures EGIS, by this contract signature, that legal access to the property is authorized for EGIS to conduct wetland permitting related work

FEE SCHEDULE

Principal Scientist	$75.00 / hr.	CAD	$50.00 / hr.
Sr. Environmental Scientist	$60.00 / hr.	Environmental Technician	$40.00 / hr.
Environmental Scientist	$55.00 / hr.	Clerical/Secretary	$35.00 / hr.

(Travel time is billed at ½ the regular rate.)

- Client agrees to provide payment for services rendered within 30 days of date of EGIS invoice.

Approval Signatures and
Authorization to Proceed:

CITY OF FAYETTEVILLE

BY: ______________________
ITS: ______________________

Date: ______________

City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
501-575-8206
501-575-8316 (fax)

EGIS CONSULTING, INC.

Manuel Barnes

BY: Manuel Barnes
ITS: President

Date: 1-10-00

EGIS Consulting, Inc.
314 South Main
Bentonville, AR 72712
501-271-9252
501-271-8627 (fax)

Eminent Domain
C. 2. Page 1

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Jill Goddard	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Passage of an ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony T. De Palma (Parcel No. 765-14215-000), Jeane and David Randle (Parcel No. 765-05032-000), and Timothy C. and Christine Klinger (Parcel No. 765-13321-001).

COST TO CITY:

$ 7,700.00 Cost of this Request	$ 3,999,559 Category/Project Budget	Highway 265 - W/S Relocations Category/Project Name
5400-5600-5808-00 Account Number	$ 2,067,787 Funds Used To Date	Water & Sewer Improvements Program Name
97043-30 Project Number	$ 1,931,772 Remaining Balance	Water & Sewer Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ____________

Marilyn J. Cramer
Accounting Manager
Date 1-4-00

Internal Auditor
Date

City Attorney
Date 1-4-00

ADA Coordinator
Date

Purchasing Officer
Date 1-4-00

STAFF RECOMMENDATION: Have been unable to reach agreement with property owners for reasonsas explained in the following memorandum. Staff recommends condemnation approval, along with an emergency clause, on these properties such that contractor will not be delayed in initiating this project.

Division Head
Date Jan 4, 2000

Cross Reference

Department Director
Date 1-4-00

New Item: Yes X **No** ___

Administrative Services Director
Date 1-4-00

Prev Ord/Res #: ________

Mayor
Date 1/4/00

Orig Contract Date: ________

STAFF REVIEW FORM

Description Condemnations--Highway 265 - Water/Sewer Relocations

Meeting Date January 18, 2000

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: December 27, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Donald Bunn, Assistant Public Works Director
Jim Beavers, City Engineer

FROM: Jill Goddard, Land Agent

SUBJECT: Highway 265 Water/Sewer Relocations
Phase II
Project No. 97043
Anthony T. De Palma (Parcel No. 765-14215-000)
Jean & David Randle (Parcel No. 765-05032-000)
Timothy C. & Christine Klinger (Parcel No. 765-13321-001)

The City has been acquiring easements along Highway 16 and Highway 265 for water and sewer relocations to be constructed prior to the Highway Department widening of Highway 265.

There are several properties yet to grant easements. Given the extremely short time frame in which to do these relocations, it is necessary that the City initiate condemnation proceedings as soon as possible in order to obtain court possession of these lands so as not to interfere with the construction schedule.

We are requesting a very small area (1,607 square feet) in permanent easement from Dr. De Palma. It is not possible to avoid this easement as there are numerous other utilities to work around in this area. Dr. De Palma was in on November 2, 1999, to discuss the project. He has turned things over to his attorney and, as of this time, the City has not heard back.

Mr. and Mrs. Randle are concerned that the proposed easement will ruin the value of their remaining property (what is left after the right of way taking). They would like to sell the entire property to the City; however, the City is not interested in buying it, at least not at this time. The Randles have turned the matter over to their attorney for review and we have not yet heard back. The easement cannot be avoided because of the necessary crossing to the pump station.

Mr. Klinger is extremely reluctant to sign the easement because of other issues he has with the City (issues unrelated to this easement). The area of the proposed easement has been reduced, yet the offer amount has remained at what was initially offered. Communications have ground to a halt. The easement is necessary as the existing easement is not wide enough for both water and sewer lines.

Independent appraisals have been requested from Mark Risk, the Real Estate Consultants, to determine land value. The original offers were based on appraisal information prepared by the Highway Department for the right of way acquisition (15% of AHTD land value for permanent easements and 8% of AHTD land value for temporary easements). The appraisals were received December 23, 1999. Revised offers based on the appraisals are to be prepared and sent December 29, 1999.

HIGHWAY 265 WATER/SEWER RELOCATIONS
CASE HISTORY
Timothy C. & Christine Klinger
Parcel No. Parcel No. 765-13321-001

Oct. 11, 1999	Packet prepared containing offer letter, drawings, and easement document. Additional easement area being requested as existing 15 foot wide easement not wide enough for both sewer and water lines.
Oct. 15, 1999	Holly Jones, contractual representative for the City, met with Mr. Klinger. He is extremely reluctant to sign the easement because of other issues he has with the City (issues unrelated to this easement). However, will discuss with his wife and get back with us.
Oct. 20 - Nov. 3, 1999	Numerous messages left for Mr. Klinger. Communications have ground to a halt with his lack of response.
Nov. 22, 1999	Revised packet prepared containing offer letter, drawings, and easement document. Revision to reflect existing 25 foot wide easement along old right of way of Highway 265. Less area required for proposed easement; however, offer amount kept same as in initial offer.
Dec. 1, 1999	Packet hand delivered to Mr. Klinger by Holly Jones. Revisions explained.
Dec. 14, 1999	Notification letter sent regarding request for appraisal and possible condemnation proceedings sent certified.
Dec. 17, 1999	Mr. Klinger in to discuss other issues with City. He wants to see appraisal, hopes there will be a revised (higher) offer, wants to settle this out of court if possible.
Dec. 23, 1999	Received appraisal from Mark Risk, the Real Estate Consultants.
Dec. 29, 1999	Revised offer sent to the Klingers, based on appraisal.
Jan. 3, 2000	Notification of January 18, 2000, City Council meeting. Sent certified.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

VIA CERTIFIED MAIL

Timothy C. & Christine Klinger
P.O. Box 1064
515 Rebecca
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 86
Notification of Council Meeting

Dear Mr. and Mrs. Klinger:

This letter is to inform you that an ordinance authorizing the City Attorney to seek possession of the areas required for the water/sewer easements across your property is being presented to City Council for first reading at their meeting on January 18, 2000, at 6:30 p.m., Room 219, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas.

However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

Timothy C. & Christine Klinger
P.O. Box 1064
515 Rebecca
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 86
Revised Offer Letter (appraisal)

Dear Mr. and Mrs. Klinger:

The City of Fayetteville is in receipt of an appraisal conducted by the Real Estate Consultants (copy of the cover page is enclosed). In an effort to negotiate this offer without legal action, the City is prepared to make a revised offer based on this appraisal.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **$2,400.00** for the conveyance of rights associated with the Permanent Easement (2,961 square feet), **$1,200.00** as rental of the lands associated with the Temporary Construction Easement (2,960 square feet), and **$3,000.00** in damages; making the total offer amount **$6,600.00**. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Attachments

APPRAISAL REPORT FOR CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT	Highway 265 Water/Sewer Relocation (Job No. 97043)
COUNTY	Washington
PARCEL #	765-13321-001
LOCATION	N. Crossover Rd., Fayetteville, AR (PT NW/4 SW/4 S1-16-30)
FEE OWNER	Timothy C. and Christine L. Klinger
ADDRESS	P.O. Box 1064, Fayetteville, AR 72702
ESTATE APPRAISED	Fee Simple

AREA OF WHOLE 4.17 acres **AREA OF RESIDUAL** 4.10 acres

AREA OF PERMANENT ACQUISITION (Descriptions attached) 2,961 Sq. Ft. or .07 acre

Permanent Utility Easement 2,961 Sq. Ft.

Temporary Construction and Grading Easement 2,960 Sq. Ft.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before		
Land	$725,000	
Improvements	$ 0	
Total		$725,000
After		
Land	$719,500	
Improvements	$ 0	
Total		$719,500

FAIR MARKET VALUE OF PERMANENT EASEMENT ACQUISITION $ 5,500

As of the *21st day of December, 1999*

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

Utility Easement	2,961 SF @ $4.00/SF x 0.20	= $ 2,369	Say	$ 2,400
T.C.E.*	2,960 SF @ $4.00/SF x 0.10	= $ 1,184	Say	$ 1,200
Trees	None	= $ 0		0
Improvements:	None			$ 0
Total	R-O-W, T.C.E., Trees, & Improvements			$ ~~3,700~~ 3600
Damages or Benefits:	2,961 SF @ $4.00/SF x .25	= $ 2,961	Say	$ 3,000
Total Compensation				$ ~~6,700~~ 6600
			Say	$ ~~6,700~~ 6600

ATTACHMENTS:
- X Certificate of Appraiser
- X Photographs
- X Site, Improvement, H&B Use Narrative
- X Legal Descriptions
- X Market Data Approach
- X Survey
- X Tax Assessment Card

Appraiser, Mark E. Risk GAA, #CG0202

STATE CERTIFIED GENERAL No. CG0202 MARK E. RISK

* Permanent Utility Easement Value is based upon 20% of the fee simple land value per appraiser research. Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times 10% to reflect a fair return plus a premium for inconvenience.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 13, 1999

VIA CERTIFIED MAIL

Timothy C. & Christine Klinger
P.O. Box 1064
515 Rebecca
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 86
Notification

Dear Mr. and Mrs. Klinger:

On October 15, 1999, Holly Jones, representative for the City of Fayetteville, met with you to discuss the proposed easements requested with the above mentioned project as they pertain to your property. On December 2, 1999, a revised easement packet was delivered to you (reduced easement area). As of the above date, we have not received your signed documentation. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to relocate utilities.

If we have not heard from you nor received a signed easement document and vendor form by December 27, 1999, procedures will be started to obtain possession through the courts. An independent appraisal has been requested. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

Sid Norbash

for Jim Beavers
City Engineer

JB/jsg

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 22, 1999

Timothy C. & Christine Klinger
P.O. Box 1064
515 Rebecca
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 86
Offer Letter--Revised Easement Document

Dear Mr. and Mrs. Klinger:

Enclosed please find a Revised *Water/Sewer Easement* document describing a permanent easement and temporary construction easement for water and Sewer relocations which are in conjunction with the widening of Highway 265 from Highway 16 north to Highway 45.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements (Revised). The City of Fayetteville hereby offers **$1,995.00** for the conveyance of rights associated with the Permanent Easement (2,961 square feet) and **$1,030.00** as rental of the lands associated with the Temporary Construction Easement (2,960 square feet); making the total offer amount **$3,025.00**. This amount remains the same as originally offered; however, the easement areas are now less than before to reflect the utility easement along Highway 265 (Deed Book 950 at Page 176).

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

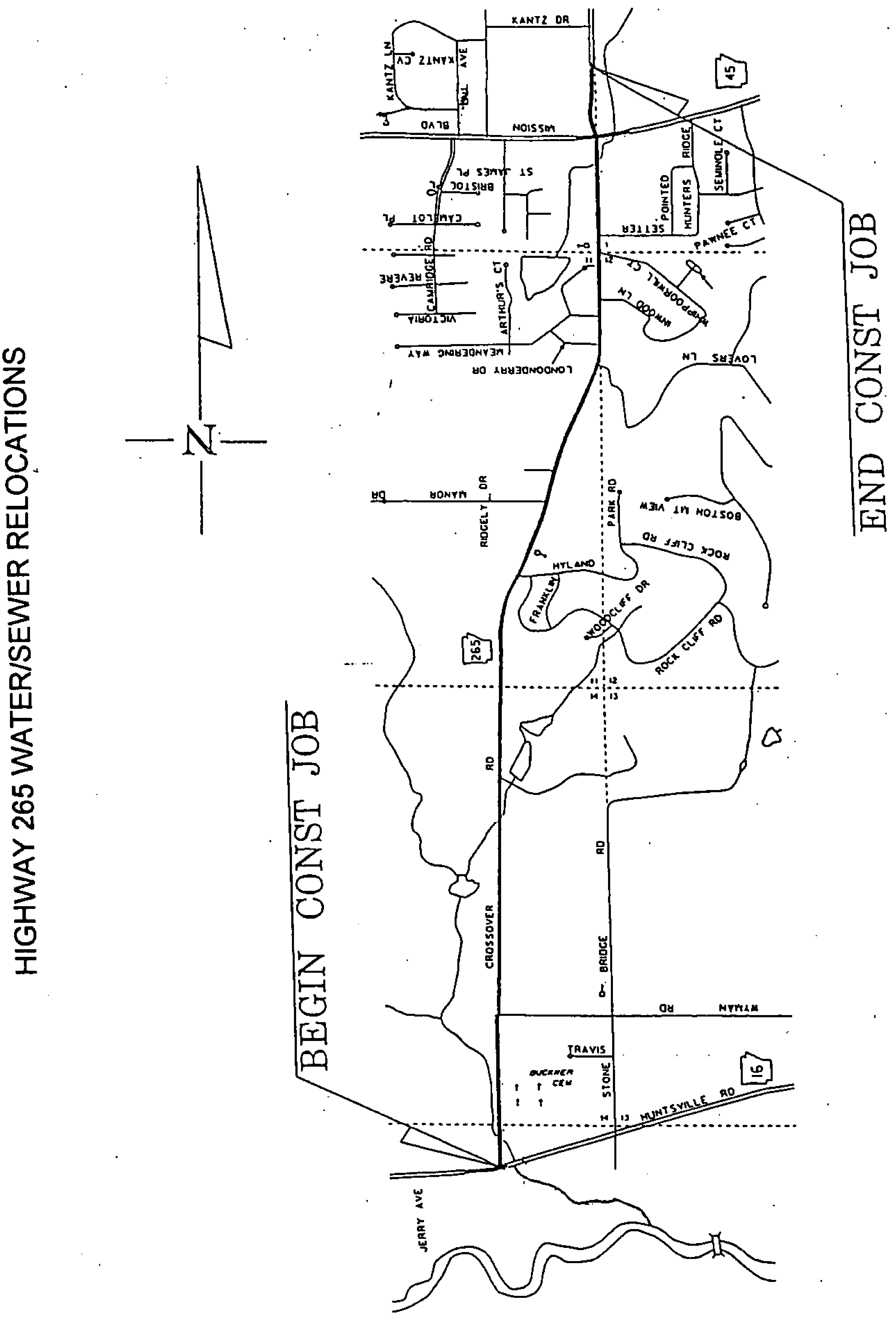
Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Attachments


HIGHWAY 265 WATER/SEWER RELOCATIONS
N
BEGIN CONST JOB
END CONST JOB
KANTZ DR
KANTZ LN
KANTZ CV
AVE
BLVD
MISSION
45
ST JAMES PL
BRISTOL
CAMELOT PL
CAMBRIDGE RD
REVERE
VICTORIA
ARTHUR'S CT
MEANDERING WAY
LONDONDERRY DR
POINTED
RIDGE
HUNTERS
SEMINOLE CT
SETTER
PAWNEE CT
WHIPPOORWILL CT
INWOOD LN
LOVERS LN
MANOR DR
RIDGELY DR
PARK RD
BOSTON MT VIEW
ROCK CLIFF RD
HYLAND
FRANKLIN
WOODCLIFF DR
265
CROSSOVER RD
BRIDGE RD
STONE
WYMAN RD
TRAVIS
BUCKNER CEM
16
HUNTSVILLE RD
JERRY AVE

:65 Water/Sewer Relocations
Parcel No. 765-13321-001
Tract No. 86

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Timothy C. Klinger and Christine Klinger**, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section One (1) in Township Sixteen North (16N) of Range 30 West (30W), described as follows: Beginning five hundred four (504) feet North of the Southwest (SW) corner of said forty acre tract, and running, thence North eight hundred sixteen (816) feet; thence East two hundred three and twenty-five hundredths (203.25) feet; thence South eight hundred sixteen (816) feet; thence West two hundred three and twenty-five hundredths (203.25) feet to the place of beginning, containing three and eight-one hundredths (3.81) acres, more or less.

ALSO: A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Sixteen North (16N), Range Thirty West (30W), being more particularly described as follows: Beginning at the Northeast (NE) corner of said forty (40) acres tract; thence West (W) 33.20 feet to the East (E) Right-of-Way of State Highway 265, said point being an iron at the Southwest (SW) corner of the Crossroads East Subdivision; thence South (S) 816 feet, thence East (E) 33.20 feet, thence North (N) 816 feet to the point of beginning, containing 0.62 acres, more or less.

LESS AND EXCEPT that portion within the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 1 and within the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 16 North, Range 30 West, Washington County, Arkansas, and described in CIV Case No. 99-519 of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 0.26 acre, more or less. Also described in Exhibit "A" attached hereto and made a part hereof.

PERMANENT EASEMENT DESCRIPTION:

A fifteen (15) foot permanent easement of equal and uniform width located along the North side of an existing 15 foot wide utility easement as recorded in Deed Book 1277 at Page 375 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. This permanent easement is more particularly described as beginning at the Grantor's East property line and extending West 197 feet, more or less, to the East line of an existing 25 foot utility easement recorded in Deed Book 950 at Page 176 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 2,961 square feet (0.07 acre), more or less.

The bearings used in the above description are referenced from bearings developed by the Arkansas State Highway Commission for the Highway Project No. 004999 Right of Way Plans and will be different than the bearing system previously used in describing the Owner's property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement fifteen (15) feet in width being parallel with and contiguous to the above described permanent easement and situated on the North side thereof. This temporary construction and grading easement contains 2,960 square feet (0.07 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located or under construction within said temporary construction and grading easement area during the construction of the hereinabove referenced project.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the ____________ day of ______________________, 1999.

____
Timothy C. Klinger

____
Christine Klinger

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Timothy C. Klinger and Christine Klinger**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ____________ day of ______________________, 1999.

____
Notary Public

MY COMMISSION EXPIRES:

____

ER EASEMENT
Klinger
Page 3 of 3

EXHIBIT "A"

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

ARKANSAS STATE HIGHWAY COMMISSION PLAINTIFF

VS. NO. CIV 99-519

TIMOTHY C. KLINGER AND CHRISTINE KLINGER, HUSBAND AND WIFE DEFENDANTS

JOB NO: 004999

TRACT NO: 86

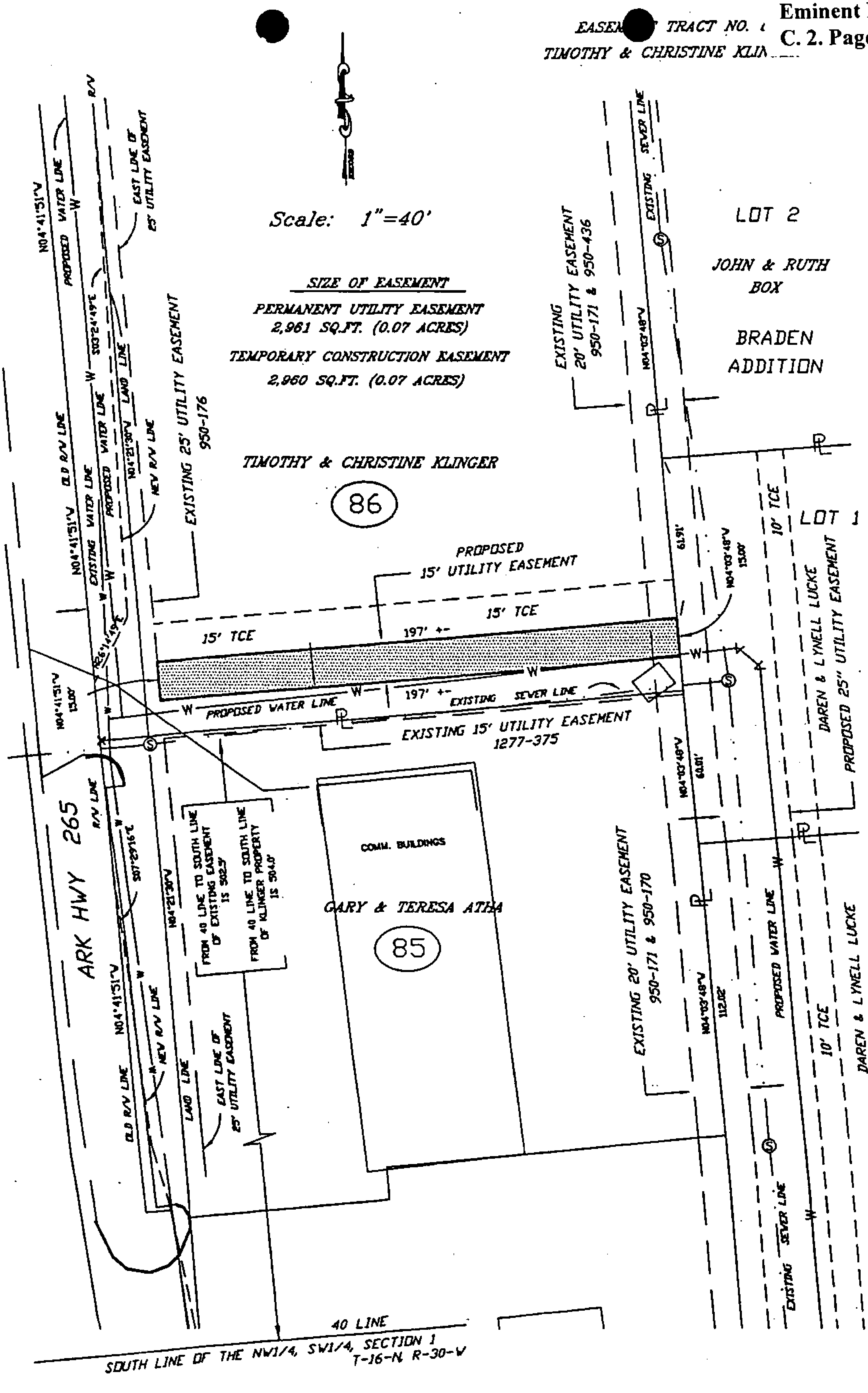
OWNERS AND/OR PARTIES OF INTEREST: Timothy C. Klinger and Christine Klinger, husband and wife

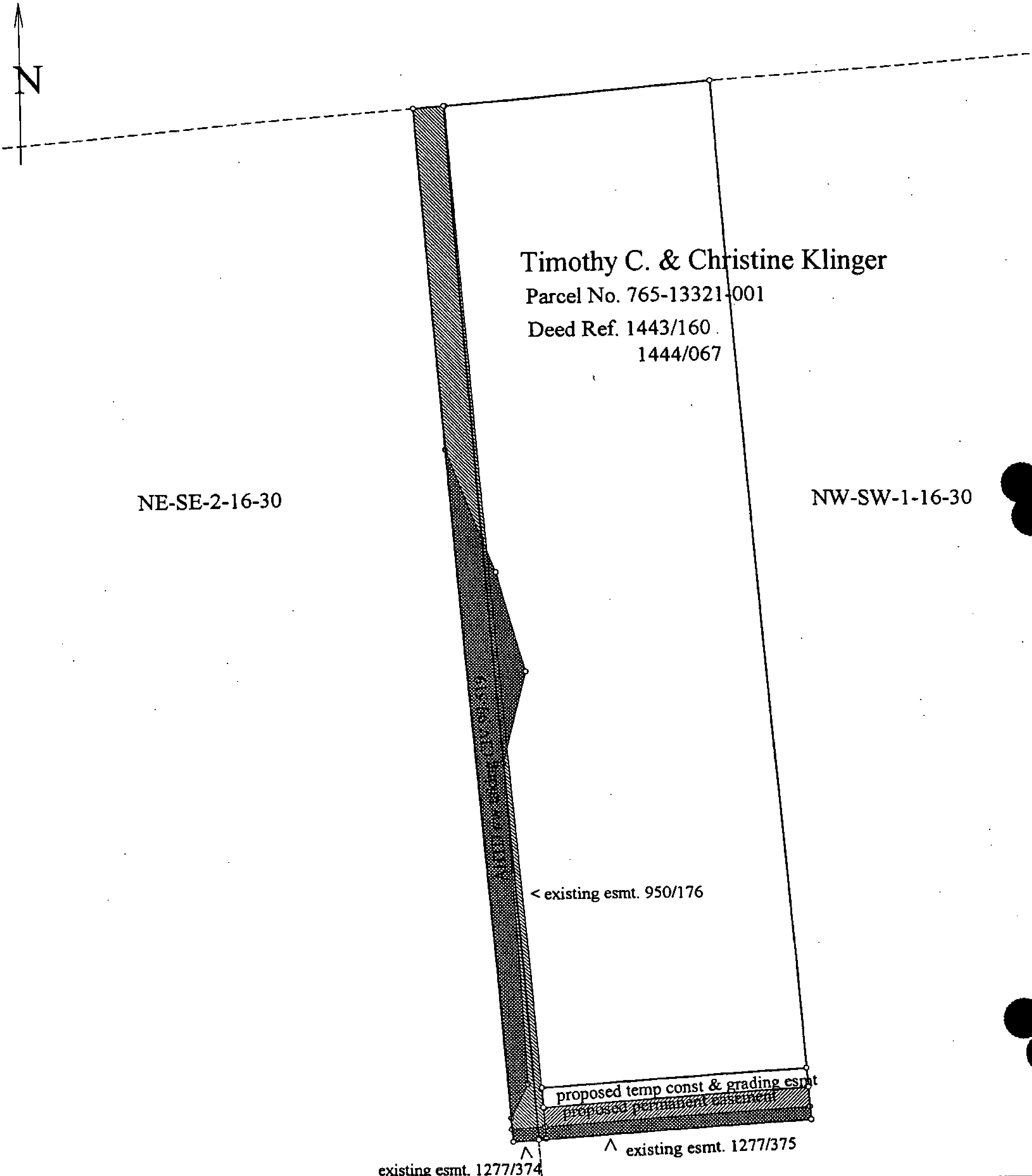
LEGAL DESCRIPTION:

TRACT NO. 86:

Part of the Northwest Quarter of the Southwest Quarter of Section 1 and the Northeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 1; thence South 04° 21' 30" East along the West line thereof a distance of 340.55 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265 for the point of beginning; thence South 21° 18' 49" East along the Easterly proposed right of way line of Arkansas State Highway 265 a distance of 28.65 feet to a point; thence South 15° 20' 21" East along said proposed right of way line a distance of 81.39 feet to a point; thence South 14° 25' 32" West along said proposed right of way line a distance of 74.10 feet to a point on the West line of the Northwest Quarter of the Southwest Quarter of Section 1; thence South 03° 24' 49" East along the Easterly proposed right of way line of Arkansas State Highway 265 a distance of 250.06 feet to a point; thence South 26° 14' 49" West along said proposed right of way line a distance of 29.16 feet to a point on the Easterly existing right of way line of Arkansas State Highway 265; thence North 04° 41' 51" West along said existing right of way line a distance of 525.00 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265; thence South 21° 18' 49" East along said proposed right of way line a distance of 75.69 feet to the point of beginning and containing 0.26 acre, more or less.


TIMOTHY & CHRISTINE KLIN
Scale: 1"=40'
SIZE OF EASEMENT
PERMANENT UTILITY EASEMENT
2,961 SQ.FT. (0.07 ACRES)
TEMPORARY CONSTRUCTION EASEMENT
2,960 SQ.FT. (0.07 ACRES)
TIMOTHY & CHRISTINE KLINGER
86
LOT 2
JOHN & RUTH
BOX
BRADEN
ADDITION
EXISTING
20' UTILITY EASEMENT
950-171 & 950-436
EXISTING SEWER LINE
N04°03'48"W
EXISTING 25' UTILITY EASEMENT
950-176
N04°41'51"W
PROPOSED WATER LINE
EAST LINE OF
25' UTILITY EASEMENT
S03°24'49"E
OLD R/W LINE
EXISTING WATER LINE
PROPOSED WATER LINE
LAND LINE
N04°21'30"W
NEW R/W LINE
PROPOSED
15' UTILITY EASEMENT
15' TCE
15' TCE
197' +-
61.91'
15.00'
LOT 1
10' TCE
DAREN & LYNELL LUCKE
PROPOSED 25' UTILITY EASEMENT
197' +-
EXISTING SEWER LINE
PROPOSED WATER LINE
EXISTING 15' UTILITY EASEMENT
1277-375
ARK HWY 265
R/W LINE
S07°25'16"E
FROM 40 LINE TO SOUTH LINE
OF EXISTING EASEMENT
IS 502.5'
FROM 40 LINE TO SOUTH LINE
OF KLINGER PROPERTY
IS 504.0'
COMM. BUILDINGS
GARY & TERESA ATHA
85
60.01'
EXISTING 20' UTILITY EASEMENT
950-171 & 950-170
112.02'
PROPOSED WATER LINE
10' TCE
DAREN & LYNELL LUCKE
EXISTING SEWER LINE
EAST LINE OF
25' UTILITY EASEMENT
40 LINE
SOUTH LINE OF THE NW1/4, SW1/4, SECTION 1
T-16-N, R-30-W


N
Timothy C. & Christine Klinger
Parcel No. 765-13321-001
Deed Ref. 1443/160
1444/067
NE-SE-2-16-30
NW-SW-1-16-30
< existing esmt. 950/176
proposed temp const & grading esmt
proposed permanent easement
^ existing esmt. 1277/375
^
existing esmt. 1277/374

Data and Deed Call Listing of File: 86-KLI-R.DES

Tract 1: 39.635 Acres: 160395.4 Sq Meters: No significant closure error. : Perimeter = 5256 feet
Tract 2: 39.819 Acres: 161140.7 Sq Meters: No significant closure error. : Perimeter = 5268 feet
Tract 3: 0.399 Acres: 17368 Sq Feet: 1613.5 Sq Meters: No significant closure error. : Perimeter = 1666 feet
Tract 4: 3.834 Acres: 167015 Sq Feet: 15516.2 Sq Meters: No significant closure error. : Perimeter = 2037 feet
Tract 5: 0.262 Acres: 11408 Sq Feet: 1059.8 Sq Meters: No significant closure error. : Perimeter = 1064 feet
Tract 6: 0.051 Acres: 2223 Sq Feet: 206.6 Sq Meters: No significant closure error. : Perimeter = 465 feet
Tract 7: 0.068 Acres: 2962 Sq Feet: 275.2 Sq Meters: No significant closure error. : Perimeter = 425 feet
Tract 8: 0.068 Acres: 2965 Sq Feet: 275.4 Sq Meters: No significant closure error. : Perimeter = 425 feet
Tract 9: 0.466 Acres: 20290 Sq Feet: 1885.0 Sq Meters: No significant closure error. : Perimeter = 1673 feet

001=n85.1532e 1320.69
002=s04.2130e 1305.95
003=s85.0643w 1320
004=n04.2323w 1309.33
005=@2
006=n85.1532e 1320.85
007=s04.1655e 1322.21
008=s85.5752w 1319.08
009=n04.2130w 1305.95
010=@2
011=s85.1532w 23.80
012=s04.4151e 811.48
013=n86.0248e 19
014=n04.2130w 811.75
015=@2
016=n85.1532e 207.49
017=s04.0348e 814.58
018=s86.0248w 203.30
019=n04.2130w 811.75
020=@2 AHTD r/w taking
021=/s04.2130e 340.55
022=s21.1849e 28.65
023=s15.2021e 81.39
024=s14.2532w 74.10
025=s03.2449e 250.06
026=s26.1449w 29.16
027=n04.4151w 525.00
028=s21.1849e 75.7
029=@2 existing easement
030=/s04.2130e 811.75
031=/s86.0248w 19
032=n86.0248e 222.30
033=n04.0348w 10.00
034=s86.0248w 222.41
035=s04.4151e 10.00
036=@2 15' perm esmt
037=/s04.2130e 811.75
038=/s86.0248w 19
039=/n04.4151w 10
040=/n86.0248e 25
041=n86.0248e 197.41
042=n04.0348w 15
043=s86.0248w 197.58
044=s04.4151e 15
045=@2 15' temp. esmt.
046=/s04.2130e 811.75
047=/s86.0248w 19
048=/n04.4151w 25
049=/n86.0248e 25
050=n86.0248e 197.58
051=n04.0348w 15
052=s86.0247w 197.75
053=s04.4151e 15
054=@2 western 25' easement
055=/s85.1532w 23.80
056=s04.4151e 811.48
057=n86.0248e 25.00
058=n04.4151w 811.82
059=s85.1532w 25.00

Eminent Domain
C. 2. Page 20

ounty Real Estate Assessment Record

Parcel Number	765-13321-001
Property Type	CT
Location Address	0
Owner	KLINGER, TIMOTHY C & CHRISTINE L
Mailing Address	PO BOX 1064
	FAYETTEVILLE AR 72702

Value Information

Current year 1999

	Appraised	Assessed
Land value	64,650	12,930
Imp. value	0	0
Total value	64,650	12,930

Legal Description

Lot	
Block	
Section-Township-Range	01-16-30
Addition	1-16-30 FAYETTEVILLE OUTLOTS
Legal	PT NW SW 3.75 A. PT NE SE 2-16-30 0.42 A.
Deed	01/01/92 · 1443-160 · · 0.00 · 0
School District	FAYETTEVILLE SCHOOLS
City description	FAYETTEVILLE

WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON

FILED FOR RECORD
'91 DEC 2 PM 4 02
WASHINGTON CO AR
[illegible]MEYER

KNOW ALL MEN BY THESE PRESENTS:

That we, Gary F. Atha and Teresa J. Atha

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Timothy C. Klinger and
Christine Klinger, husband and wife

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Sixteen North (16N), Range Thirty West (30W), being more particularly described as follows: Beginning at the Northeast (NE) corner of said forty (40) acre tract; thence West (W) 33.20 feet to the East (E) Right-of-Way of State Highway 265, said point being an iron at the Southwest (SW) corner of the Crossroads East Subdivision; thence South (S) 816 feet, thence East (E) 33.20 feet, thence North (N) 816 feet to the point of beginning, containing .62 acres, more or less (together representing those lands described in a certain Warranty Deed filed 22 September 1988 in Book 1288 at Page 71 from E.J. Ball and Gladys Ball, husband and wife to Gary F. Atha and Teresa J. Atha for a distance of 816 feet along the East (E) side of the State Highway 265 Right-of-Way).

Tim Klinger [illegible]

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Signature [illegible]

Address [illegible]

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unincumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective dower/curtesy and homestead in and to said lands.

WITNESS our hands and seals on this 25th day of November, 19 91.

THIS INSTRUMENT PREPARED BY:

Gary F. Atha (Seal)
Gary F. Atha

Teresa J. Atha (Seal)
Teresa J. Atha

(Seal)

ACKNOWLEDGMENT

BOOK 1444 PAGE 037

STATE OF ARKANSAS
COUNTY OF [illegible] } ss.

On this the 25th day of November, 19 91, before me, a notary public, personally appeared Gary F. Atha and Teresa J. Atha, [illegible] (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and [illegible] executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

[illegible]
Notary Public

My Commission Expires:
2/24/93

WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON

KNOW ALL MEN BY THESE PRESENTS:

That we, Gary F. Atha and Teresa J. Atha

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Timothy C. Klinger and Christine Klinger, husband and wife

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

$2.20 0637391 | $33.00 0240176 | $44.00 0158707 | $110 0052940

Part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section One (1) in Township Sixteen North (16N) of Range 30 West (30W), described as follows: Beginning five hundred four (504) feet North of the Southwest (SW) corner of said forty acre tract, and running, thence North eight hundred sixteen (816) feet; thence East two hundred three and twenty-five hundredths (203.25) feet; thence South eight hundred sixteen (816) feet; thence West two hundred three and twenty-five hundredths (203.25) feet to the place of beginning, containing three and eighty-one hundredths (3.81) acres, more or less.

FILED FOR RECORD '91 NOV 25 AM 10 08 WASHINGTON CO AR

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Fyv 72702

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unincumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective dower/curtesy and homestead in and to said lands.

WITNESS our hands and seals on this 22nd day of November, 1991.

THIS INSTRUMENT PREPARED BY:

Gary F. Atha (Seal)
Gary F. Atha

Teresa J. Atha (Seal)
Teresa J. Atha

(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS } ss.
County of Washington

On this the ___ day of November, 1991, before me, a notary public, personally appeared Gary F. Atha and Teresa J. Atha known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires 2/24/92

BOOK 1443 PAGE 160

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

ARKANSAS STATE HIGHWAY COMMISSION PLAINTIFF

VS. NO. CIV 99-519

TIMOTHY C. KLINGER AND CHRISTINE KLINGER, HUSBAND AND WIFE DEFENDANTS

FILED FOR RECORD
99 MAY 24 AM 11 58
WASHINGTON CO AR
K. HARNESS

ORDER OF POSSESSION

On this day comes on to be heard the motion of Plaintiff, Arkansas State Highway Commission, for an Order of this Court granting it the right of immediate possession of the lands designated as Tracts 86 and 86E, Job No. 004999, in the Complaint and Declaration of Taking filed herein; upon consideration whereof, and it being shown to the Court that said lands were taken by Plaintiff pursuant to the provisions of Ark. Code Ann. §§ 27-67-301 to -321 (Repl. 1994), and that estimated compensation for the taking is now in the registry of this Court, the Court is of the opinion that Plaintiff's motion should be granted.

IT IS THEREFORE CONSIDERED AND ORDERED that Plaintiff's Motion for Immediate Possession be, and is hereby, granted, and that Defendants be, and are hereby, ordered and directed to immediately surrender possession of said lands to Plaintiff; provided, this Order shall be held in abeyance for a period of twenty (20) days after service of same upon

99011718

Defendants within which time Defendants may appear and show cause why this order should not be effective as entered.

CIRCUIT JUDGE

5/24/99

DATE

APPROVED:

Robert L. Wilson, Chief Counsel

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

ARKANSAS STATE HIGHWAY COMMISSION PLAINTIFF

VS. NO. CIV 99-519

TIMOTHY C. KLINGER AND CHRISTINE KLINGER, HUSBAND AND WIFE DEFENDANTS

FILED FOR RECORD '99 MAY 18 AM 9 35 WASHINGTON CO AR ... HARNESS

1.00/5

2,900.00

COMPLAINT AT LAW

Plaintiff, Arkansas State Highway Commission, files this Complaint against the land described herein and the parties hereto under the power of eminent domain and the police power pursuant to the authority and provisions of Act 419 of the 1953 General Assembly of the State of Arkansas, codified at Ark. Code Ann. §§ 27-67-301 to -321 (Repl. 1994), and in support thereof, states:

I

Plaintiff is the duly constituted agency of the State of Arkansas charged by law with the construction and maintenance of those highways and roads which comprise the highway system of the State of Arkansas. The highway hereinafter referred to is a part of the highway system of the State of Arkansas.

II

In connection with Job No. 004999, more commonly known as Highway 16 - Highway 45 Improvements (Highway 265), Washington County, plans of which are on file at Plaintiff's offices in Little Rock and with the Clerk of this Court, Plaintiff will construct and maintain highway facilities in Washington County on the lands hereinafter described.

III

The tract of land described in Schedule "A" attached hereto and made a part hereof is located in Washington County, Arkansas, and is needed for highway purposes in furtherance of said Job No. 004999, and it is necessary that title in fee to Tract 86 and a temporary construction easement on Tract 86E be vested in Plaintiff.

WHEREFORE, Plaintiff prays that the above described land be condemned by order of this Court and that title in fee to Tract 86, and a temporary construction easement on Tract 86E, Job No. 004999, be adjudged and vested in Plaintiff; that just compensation for the condemnation and taking of said land be awarded to those parties entitled thereto, and for such other relief as may be lawful and proper.

ARKANSAS STATE HIGHWAY COMMISSION

BY ______________________

Robert L. Wilson, Chief Counsel
By: Mark J. Whitmore, #87188
Attorney for Plaintiff
Post Office Box 2261
Little Rock, AR 72203-2261

SCHEDULE "A" TO COMPLAINT AT LAW

JOB NO: 004999

TRACT NO: 86

OWNERS AND/OR PARTIES IN INTEREST: Timothy C. Klinger and Christine Klinger, husband and wife

LEGAL DESCRIPTIONS:

TRACT NO: 86
Part of the Northwest Quarter of the Southwest Quarter of Section 1 and the Northeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 1; thence South 04° 21′ 30″ East along the West line thereof a distance of 340.55 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265 for the point of beginning; thence South 21° 18′ 49″ East along the Easterly proposed right of way line of Arkansas State Highway 265 a distance of 28.65 feet to a point; thence South 15° 20′ 21″ East along said proposed right of way line a distance of 81.39 feet to a point; thence South 14° 25′ 32″ West along said proposed right of way line a distance of 74.10 feet to a point on the West line of the Northwest Quarter of the Southwest Quarter of Section 1; thence South 03° 24′ 49″ East along the Easterly proposed right of way line of Arkansas State Highway 265 a distance of 250.06 feet to a point; thence South 26° 14′ 49″ West along said proposed right of way line a distance of 29.16 feet to a point on the Easterly existing right of way line of Arkansas State Highway 265; thence North 04° 41′ 51″ West along said existing right of way line a distance of 525.00 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265; thence South 21° 18′ 49″ East along said proposed right of way line a distance of 75.69 feet to the point of beginning and containing 0.26 acre more or less.

TRACT NO: 86E (TCE)

Part of the Northeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Beginning at a point on the Easterly proposed right of way line of Arkansas State Highway 265, said point being 50.00 feet right of and perpendicular to Construction Centerline Station 141+91.67; thence South 04° 43′ 10″ East a distance of 35.29 feet to a point; thence South 86° 02′ 48″ West a distance of 10.01 feet to a point on the Easterly existing right of way line of Arkansas State Highway 265; thence North 04° 41′ 51″ West along said existing right of way line a distance of 18.49 feet to a point on the Easterly proposed right of way line of Arkansas State Highway 265; thence North 26° 14′ 49″ East along said proposed right of way line a distance of 19.44 feet to the point of beginning and containing 0.01 acre more or less.

HIGHWAY 265 WATER/SEWER RELOCATIONS
CASE HISTORY
Anthony T. De Palma
Parcel No. 765-14215-000

Oct. 26, 1999	Packet mailed to Dr. De Palma containing offer letter, drawings, and easement document. Total offer amount $100.00 (minimum amount) for both permanent and temporary easements.
Oct. 28, 1999	Dr. De Palma stopped in at City Hall to discuss project. Promised to come in next Tuesday (Nov. 2) to sign document.
Nov. 2, 1999	Dr. De Palma stopped by again, but did not bring documentation. He is turning the matter over to his attorney for review.
Dec. 3, 1999	We have yet to hear anything more from either Dr. De Palma or his attorney.
Dec. 14, 1999	Notification letter regarding request of appraisal and possible condemnation proceedings mailed certified.
Dec. 17, 1999	Certified letter returned as undelivered. Dr. De Palma came in later in the day--letter was hand delivered. Apparently unsatisfied with offer amount; however, counter offer has not been made.
Dec. 23, 1999	Appraisal received from Mark Risk, the Real Estate Consultants.
Dec. 29, 1999	Revised offer prepared and sent to Dr. De Palma, based on appraisal.
Jan. 3, 2000	Notification of January 18, 2000, City Council meeting. Sent certified.

Eminent Domain
C. 2. Page 30

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

VIA CERTIFIED MAIL

Anthony T. De Palma, Trustee
Anthony T. De Palma Revocable Trust
1815 Rockwood Trail
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 24
Notification of Council Meeting

Dear Dr. De Palma:

This letter is to inform you that an ordinance authorizing the City Attorney to seek possession of the areas required for the water/sewer easements across your property is being presented to City Council for first reading at their meeting on January 18, 2000, at 6:30 p.m., Room 219, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas.

However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

Anthony T. De Palma, Trustee
Anthony T. De Palma Rev. Trust
1815 Rockwood Trail
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 24
Revised Offer Letter

Dear Dr. De Palma:

The City of Fayetteville is in receipt of an appraisal conducted by the Real Estate Consultants (copy of the cover page is enclosed). In an effort to negotiate this offer without legal action, the City is prepared to make a revised offer based on this appraisal.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **$250.00** for the conveyance of rights associated with the Permanent Easement (1,607 square feet) and **$250.00** as rental of the lands associated with the Temporary Construction Easement (3,255 square feet); making the total offer amount **$500.00**. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Jim Beavers
City Engineer

JB/jsg

Attachments

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT	Highway 265 Water/Sewer Relocation (Job No. 97043)
COUNTY	Washington
PARCEL #	765-14215-000
LOCATION	N. Crossover Rd., Fayetteville, AR (PT SW/4,SE/4 S11-16-30)
FEE OWNER	Anthony T. DePalma, Trustee of the DePalma Revocable Trust
ADDRESS	1815 Rockwood Trail, Fayetteville, AR 72701
ESTATE APPRAISED	Fee Simple

AREA OF WHOLE 79.82 acres **AREA OF RESIDUAL** 79.78 acres

AREA OF PERMANENT ACQUISITION 1,607 Sq. Ft. or .04 acre
(Descriptions attached)

Permanent Utility Easement 1,607 Sq. Ft.

Temporary Construction and Grading Easement 3,255 Sq. Ft.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before		
Land	$1,200,000	
Improvements	$ 0*	
Total		$1,200,000
After		
Land	$1,199,500	
Improvements	$ 0*	
Total		$1,199,500

FAIR MARKET VALUE OF PERMANENT EASEMENT ACQUISITION $ 500

As of the 21st *of December, 1999*

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

Utility Easement	1,607 SF @ $.69/SF x 0.20	= $ 222	Say	$ 250
T.C.E.**	3,255 SF @ $.69/SF x 0.10	= $ 224	Say	$ 250
Trees	None	= $ 0		$ 0
Improvements:	None			$ 0
Total	R-O-W, T.C.E., Trees, & Improvements			$ 500
Damages or Benefits:				$ 0
Total Compensation				$ 500

Say $500

Appraiser, Mark E. Risk GAA, #CG0202

ATTACHMENTS:
- X Certificate of Appraiser
- X Photographs
- X Site, Improvement, H&B Use Narrative
- X Legal Descriptions
- X Market Data Approach
- X Survey
- X Tax Assessment Card

* The appraiser has not determined the value of the existing subject improvements due to his opinion that they are not significantly affected by the partial taking.

** Permanent Utility Easement Value is based upon 20% of the fee simple land value per appraiser research. Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times 10% to reflect a fair return plus a premium for inconvenience.

Arkansas Appraiser Licensing & Certification Board
State Certified General No. CG0202

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 13, 1999

HAND-DELIVERED
~~VIA CERTIFIED MAIL~~

Anthony T. De Palma, Trustee
Anthony T. De Palma Rev. Trust
1815 Rockwood Trail
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 24
Notification

Dear Dr. De Palma:

On November 2, 1999, representatives for the City of Fayetteville met with you to discuss the proposed easements requested with the above mentioned project as they pertain to your property. As of this date, we have not received your signed documentation. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to relocate utilities.

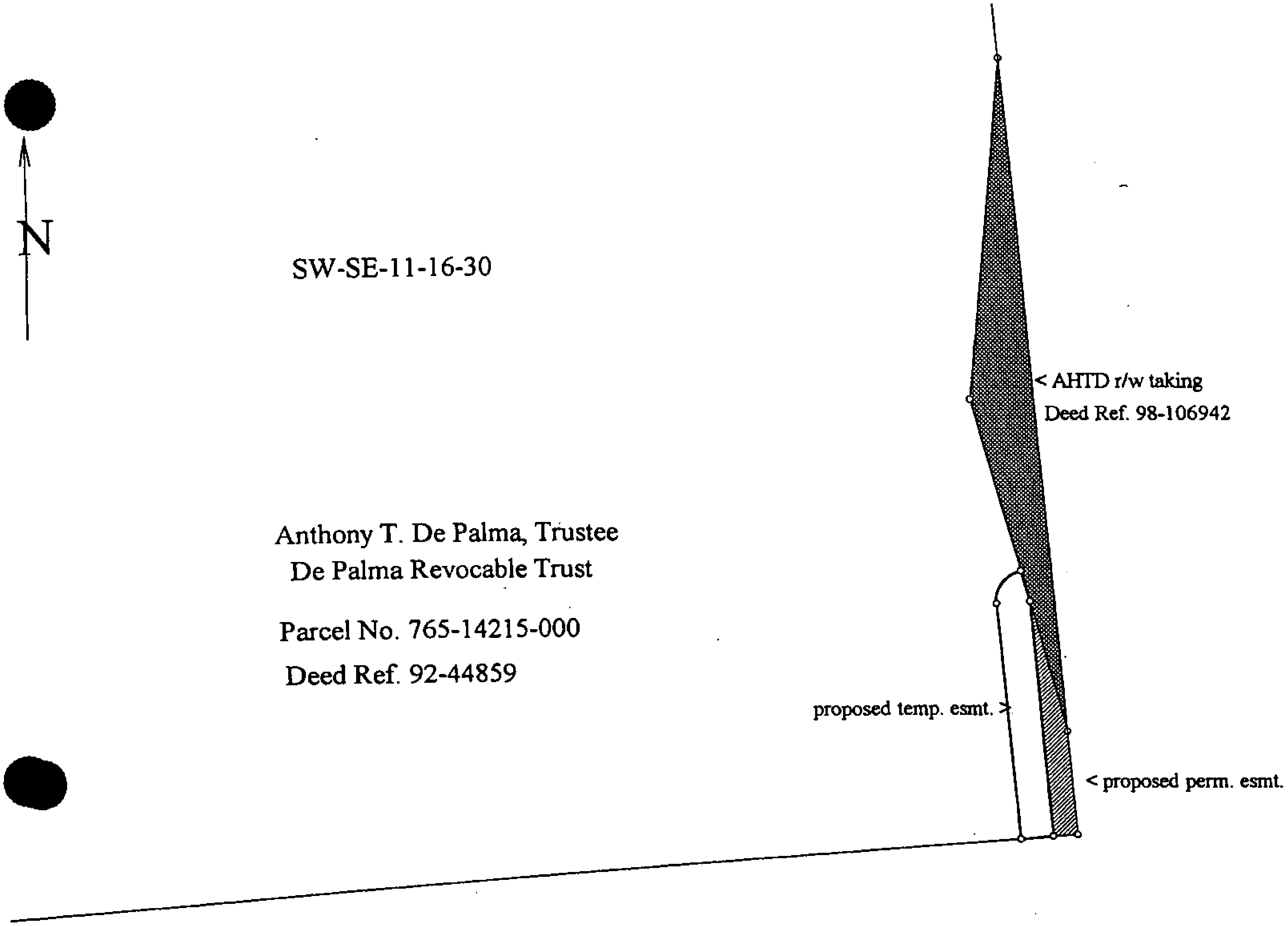
If we have not heard from you nor received a signed easement document and vendor form by December 27, 1999, procedures will be started to obtain possession through the courts. An independent appraisal has been requested. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

for Jim Beavers
City Engineer

JB/jsg



Title:	Date: 09-21-1999
Scale: 1 inch = 100 feet	File: 24-DEPAL.DES

Tract 1: 40.155 Acres: 162500.1 Sq Meters: No significant closure error. : Perimeter = 5290 feet
Tract 2: 0.185 Acres: 8040 Sq Feet: 747.0 Sq Meters: No significant closure error. : Perimeter = 847 feet
Tract 3: 0.037 Acres: 1607 Sq Feet: 149.3 Sq Meters: No significant closure error. : Perimeter = 314 feet
Tract 4: 0.075 Acres: 3255 Sq Feet: 302.4 Sq Meters: No significant closure error. : Perimeter = 365 feet

001=n85.2912e 1320
002=s04.3040e 1320.88
003=s85.4415w 1334.29
004=n03.5321w 1315.12
005=@2 AHTD r/w taking
006=/s04.3040e 835.46
007=s04.3040e 420.04
008=n14.4131w 216.59
009=n05.5827e 210.37
010=@3 perm esmt
011=s85.4415w 15.00
012=n04.3040w 148.84
013=s14.4131e 84.86
014=s04.3040e 65.38
015=@3 temp esmt
016=/s85.4415w 15.00
017=s85.4415w 20.00
018=n04.3040w 148.84
019: Rt, R=20, Arc=28
Bng=n35.3122e, Chd=25.60
020=s14.4131e 20
021=s04.3040e 148.84

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 18, 1999

Anthony T. De Palma, Trustee
Anthony T. De Palma Rev. Trust
1815 Rockwood Trail
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 24
Offer Letter

Dear Dr. De Palma:

In conjunction with the widening of Highway 265 from Highway 16 north to Highway 45, the City of Fayetteville is required to relocate the majority of water and sewer lines that now service this area. These relocations are to be done just prior to the highway widening. It is therefore necessary to obtain permanent and temporary construction easements across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **\$50.00** for the conveyance of rights associated with the Permanent Easement (1,607 square feet) and **\$50.00** as rental of the lands associated with the Temporary Construction Easement (3,255 square feet); making the total offer amount **\$100.00**.

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Attachments

Project: Highway 265 Water/Sewer Relocations
Parcel No. 765-14215-000
Tract No. 24

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Anthony T. De Palma, Trustee of the De Palma Revocable Trust**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Eleven (11) in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M., containing eighty (80) acres, more or less.

LESS AND EXCEPT that portion conveyed to the Arkansas State Highway Commission under Job No. 004999 as road right of way in Deed Reference 98-106942 of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 0.18 acre, more or less.

PERMANENT EASEMENT DESCRIPTION:

A permanent easement of variable width along the West side of the Arkansas 265 West Right of Way line as referenced by State Highway Commission Job No. 004999. This easement is more particularly described as beginning at the Southeast corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 11, Township 16 North, Range 30 West, thence along the South line of said SW¼ of the SE¼ South 85° 44' 15" West 15.00 feet; thence leaving the South line North 04° 30' 40" West 148.84 feet to a point on the West Right of Way line of Arkansas Highway 265; thence along said West Right of Way line South 14° 41' 31" East 84.86 feet to a point on the East line of the SW¼ of the SE¼ of said Section 11; thence along said East line South 04° 30 40" East 65.38 feet to the point of beginning, containing 1,607 square feet (0.04 acre), more or less.

The bearings used in the above description are referenced from bearings developed by the Arkansas State Highway Commission for the Highway Project No. 004999 Right of Way Plans and will be different than the bearing system previously used in describing the Owner's property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement twenty (20) feet in width being parallel with and contiguous to the above described permanent easement and situated on the West side thereof. This temporary construction and grading easement contains 3,255 square feet (0.07 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located or under construction within said temporary construction and grading easement area during the construction of the hereinabove referenced project.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the __________ day of ____________________, 1999.

DE PALMA REVOCABLE TRUST

____
Anthony T. De Palma, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Anthony T. De Palma, Trustee of the De Palma Revocable Trust**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

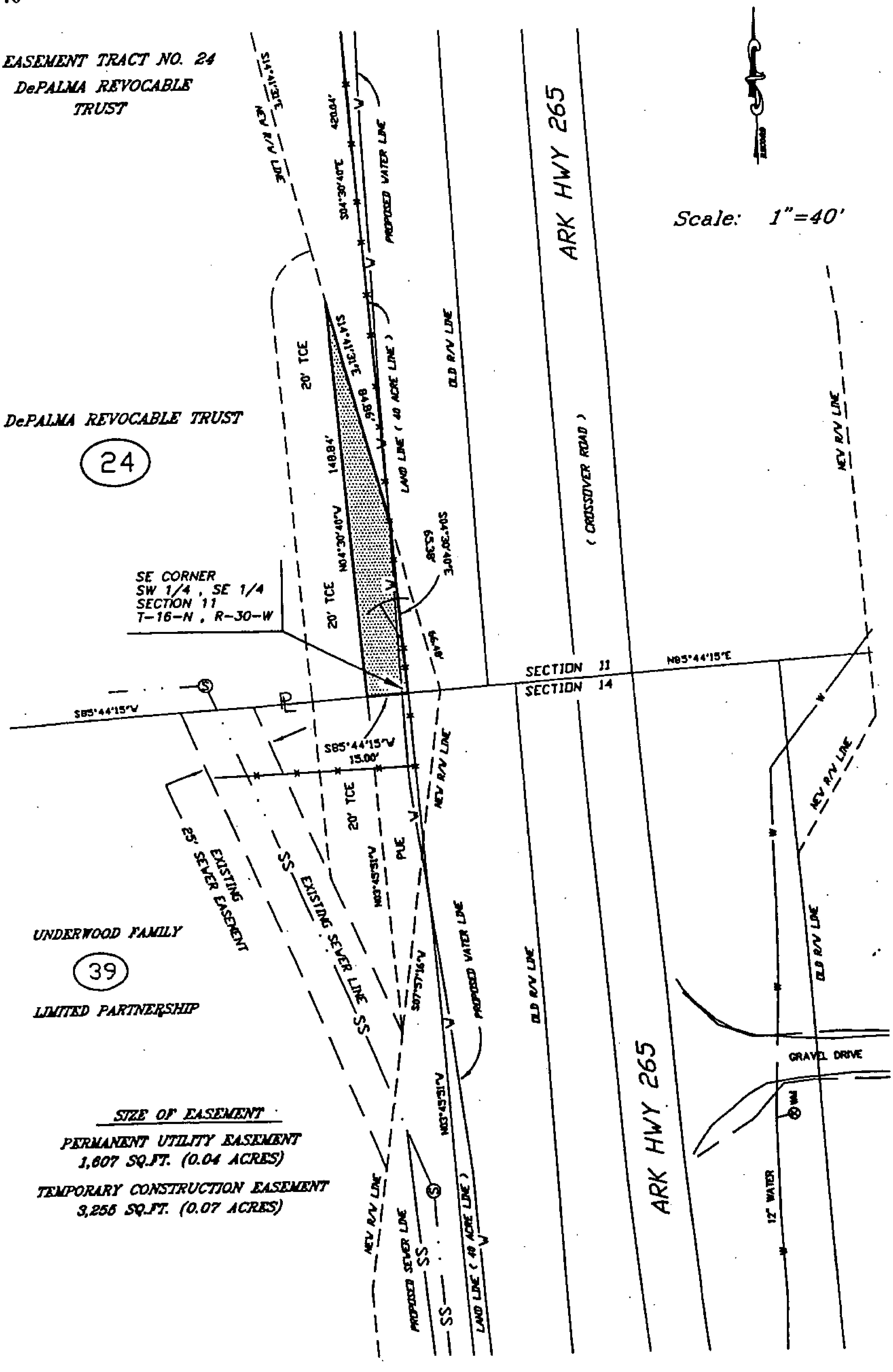
WITNESS my hand and seal on this __________ day of ____________________, 1999.

____
Notary Public

MY COMMISSION EXPIRES:

____

UTILITY EASEMENT MAP



Washington County Real Estate Assessment Record

Parcel Number: 765-14215-000 | Property Type: AI

Location Address: 0

Owner: DE PALMA, ANTHONY T., TRUSTEE
DE PALMA REVOCABLE TRUST

Mailing Address: 1815 ROCKWOOD TRAIL
FAYETTEVILLE | AR | 72701

Value Information

Current year: 1996

	Appraised	Assessed
Land value	27,700	5,540
Imp. value	113,250	22,650
Total value	140,950	28,190

Legal Description

Lot: | Block: | Section-Township-Range: 11-16-30

Addition: 11-16-30 FAYETTEVILLE OUTLOTS

Legal: PT SW SE 39.21 A. SE SW 40.00 A.

Deed: 09/02/92 | 92-44859 | WD | 0.00 | 0

School District: FAYETTEVILLE SCHOOLS | City description: FAYETTEVILLE

Deeds Since 1985

Parcel Number	765-14215-000		
Date	09/02/92		
Book	92	Page	44859
Deed Type	WD		
Revenue	0.00	Sale Amount	0
Grantor	DE PALMA, ANTHONY T., TRUSTEE		
Other Grantors			

Notes

FOR 1996: 0.61A LAND ONLY TO #001 SOUTHWEST ARKANSAS UTILITIES CORP.
NO REV 7-18-90 DWG ADDED
50% - '90, 100% - '91

QUITCLAIM DEED

SINGLE PERSON

FILED FOR RECORD
'92 SEP 2 PM 3 52
WASHINGTON CO AR
A. KOLLMEYER

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Anthony T. De Palma a single person, hereinafter called Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to me in hand paid by

Anthony T. De Palma, as Trustee of the De Palma Revocable Trust,

hereinafter called Grantee, do hereby grant, sell and quitclaim unto said Grantee and Grantee's heirs and assigns forever, the following described land, situate in Washington County, State of Arkansas, to-wit:

(1) A part of Block Thirty-Eight (38), Original Town (now City) of Fayetteville, Arkansas, more particularly described as follows, to-wit:

Beginning three (3) chains and three (3) links South of the Northwest corner of said Block, and running thence South one (1) chain, thence East two (2) chains and forty-seven (47) links, thence North one (1) chain, thence West two (2) chains and forty-seven (47) links to the point of beginning. (R-3 Zone)

(2) A part of Block Thirty-eight (38), Original Town (now City) of Fayetteville, Arkansas, more particularly described as follows, to-wit:

Beginning two (2) chains and twenty-four (24) links North of the Southwest corner of said Block and running thence East two (2) chains and forty-six (46) links, thence North two (2) chains and three (3) links, thence West to the West line of said Block, thence South to the point of beginning, containing one-half (1/2) acre.

(3) The North West quarter of the North West quarter of Section Fourteen (14) Township Sixteen (16) North of Range Thirty (30) West, containing forty (40) acres, situated in Washington County, Arkansas.

(4) The South West quarter (SW 1/4) of the South East quarter (SE 1/4) and the South East quarter (SE 1/4) of the South West quarter (SW 1/4) of Section Eleven (11) in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M. containing eighty (80) acres more or less.

(5) The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of the Northwest (NW 1/4) of Section Twenty Seven (27) in Township Seventeen (17) North of Range Twenty Nine (29) West, containing Ten (10) acres more or less. I certify under penalty of false swearing that at least the correct amount of revenue stamps have been placed upon this document.

To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever.

WITNESS my hand and seal on this 2 day of September 19 92

THIS INSTRUMENT PREPARED BY:

Don R. Elliott, Jr.
Attorney at Law
P.O. Drawer 1868, 1 East Mountain
Fayetteville, AR 72702

[signature] (Seal)

_______________ (Seal)

_______________ (Seal)

ACKNOWLEDGMENT

NOTARY PUBLIC

State of Arkansas }
County of Washington } ss.

On this the 2 day of September, 19 92, before me, a notary public, personally appeared Anthony T. De Palma known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

[signature]
Notary Public

My Commission Expires

[illegible]

92 44859

FILED FOR RECORD
'98 DEC 7 AM 11 36
WASHINGTON CO AR
K. HARNESS

JOB NO. 04999
TRACT NO. 24

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Anthony T. De Palma, Trustee of the De Palma Revocable Trust** for and in consideration of the sum of ONE THOUSAND ONE HUNDRED AND NO/100 dollars ($1,100.00), and other good and valuable consideration, cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Arkansas State Highway Commission and unto its successors and assigns forever the following lands, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, lying and being situated in the County of Washington, State of Arkansas, to-wit:

Part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 11; thence South 04° 30' 40" East along the East line thereof a distance of 835.46 feet to a point on the Westerly proposed right of way line of Arkansas State Highway 265 for the point of beginning; thence continue South 04° 30' 40" East along the East line of the Southwest Quarter of the Southeast Quarter of Section 11 a distance of 420.04 feet to a point on the Westerly proposed right of way line of Arkansas State Highway 265; thence North 14° 41' 31" West along said proposed right of way line a distance of 216.59 feet to a point; thence North 05° 58' 27" East along said proposed right of way line a distance of 210.37 feet to the point of beginning and containing 0.18 acre more or less.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and unto its successors and assigns forever.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Arkansas State Highway Commission
Post Office Box 2261
Little Rock, Arkansas 72203

Instrument prepared under the direction of the Legal Division
Arkansas State Highway & Transportation Dept.
Post Office Box 2261
Little Rock, Arkansas 72203
BY: Shirley J. Holmes

98106942

HIGHWAY 265 WATER/SEWER RELOCATIONS
CASE HISTORY
Jeane & David Randle
Parcel No. 765-05032-000

Oct. 7-15, 1999	Four messages left on answering machine.
Oct. 18, 1999	Mailed packet containing offer letter, drawings, and easement document.
Nov. 1, 1999	Randles have been out of town. Called to set up appointment to meet.
Nov. 2, 1999	Met at property: Jeane & David Randle, owners; Ed Connell, Land Agent; and Holly Jones, contractual Land Agent. The Randles would like to sell remaining property (1.3 acres) to the City.
Nov. 9, 1999	Ed Connell checked with Fire Dept. and Parks Dept. and neither one is interested in buying the property--at least not at this time. Called to inform David Randle.
Nov. 16, 1999	David Randle called. Upset that large black walnut tree (cut down by SWEPCO contractor) has been hauled off site despite "Private Property" sign on tree placed there by Randle. Unfortunately, the City has no information as to culprit.
Nov. 23, 1999	David Randle called. Still wants to sell property to City. Is concerned that proposed easement will ruin the value of what is left after the right of way taking. Going to give to his attorney for review.
Dec. 3, 1999	City has not heard from either Mr. Randle or his attorney.
Dec. 14, 1999	Notification letter regarding request for appraisal and possible condemnation proceedings sent certified.
Dec. 20, 1999	David Randle called--will be out of town for next month.
Dec. 23, 1999	Appraisal received from Mark Risk, the Real Estate Consultants.
Dec. 29, 1999	Revised offer sent to the Randles, based on appraisal.
Jan. 3, 2000	Notification of January 18, 2000, City Council meeting. Sent certified.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

VIA CERTIFIED MAIL

Jeane & David Randle
1430 W. Ridgeway
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 45
Notification of Council Meeting

Dear Mr. and Mrs. Randle:

This letter is to inform you that an ordinance authorizing the City Attorney to seek possession of the areas required for the water/sewer easements across your property is being presented to City Council for first reading at their meeting on January 18, 2000, at 6:30 p.m., Room 219, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas.

However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

Jeane & David Randle
1430 Ridgeway
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 45
Revised Offer Letter

Dear Mr. and Mrs. Randle:

The City of Fayetteville is in receipt of an appraisal conducted by the Real Estate Consultants (copy of the cover page is enclosed). In an effort to negotiate this offer without legal action, the City is prepared to make a revised offer based on this appraisal.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **$450.00** for the conveyance of rights associated with the Permanent Easement (3,261 square feet) and **$150.00** as rental of the lands associated with the Temporary Construction Easement (2,177 square feet); making the total offer amount **$600.00**. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Attachments

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT	Highway 265 Water/Sewer Relocation (Job No. 97043)
COUNTY	Washington
PARCEL #	765-05032-000
LOCATION	N. Crossover Rd., Fayetteville, AR (Lot #6, Block 3, Eastwood Sub.)
FEE OWNER	Jean Randle
ADDRESS	1430 Ridgeway, Fayetteville, AR 72701
ESTATE APPRAISED	Fee Simple

AREA OF WHOLE 1.39 acres **AREA OF RESIDUAL** 1.32 acres

AREA OF PERMANENT ACQUISITION 3,261 Sq. Ft. or .07 acre
(Descriptions attached)

Permanent Utility Easement 3,261 Sq. Ft.

Temporary Construction and Grading Easement 2,177 Sq. Ft.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before		
Land	$ 42 ,000	
Improvements	$ 0	
Total		$ 42,000
After		
Land	$ 41,550	
Improvements	$ 0	
Total		$ 41,550

FAIR MARKET VALUE OF PERMANENT EASEMENT ACQUISITION $ 450

As of 21st *of December, 1999*

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

Utility Easement	3,261 SF @ $.69/SF x 0.20	= $ 450	Say	$ 450
T.C.E.*	2,177 SF @ $.69/SF x 0.10	= $ 150	Say	$ 150
Trees	None	= $ 0		0
Improvements:	None			$ 0
Total	R-O-W, T.C.E., Trees, & Improvements			$ 600
Damages or Benefits:				$ 0
Total Compensation				$ 600

Say $600

Appraiser, Mark E. Risk GAA, #CG0202

STATE CERTIFIED GENERAL No. CG0202

ATTACHMENTS:
- X Certificate of Appraiser
- X Photographs
- X Site, Improvement, H&B Use Narrative
- X Legal Descriptions
- X Market Data Approach
- X Survey
- X Tax Assessment Card

* Permanent Utility Easement Value is based upon 20% of the fee simple land value per appraiser research. Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times 10% to reflect a fair return plus a premium for inconvenience.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 13, 1999

VIA CERTIFIED MAIL

Jeane & David Randle
1430 W. Ridgeway
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 45
Notification

Dear Mr. and Mrs. Randle:

On November 2, 1999, representatives for the City of Fayetteville met with you to discuss the proposed easements requested with the above mentioned project as they pertain to your property. As of this date, we have not received your signed documentation. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to relocate utilities.

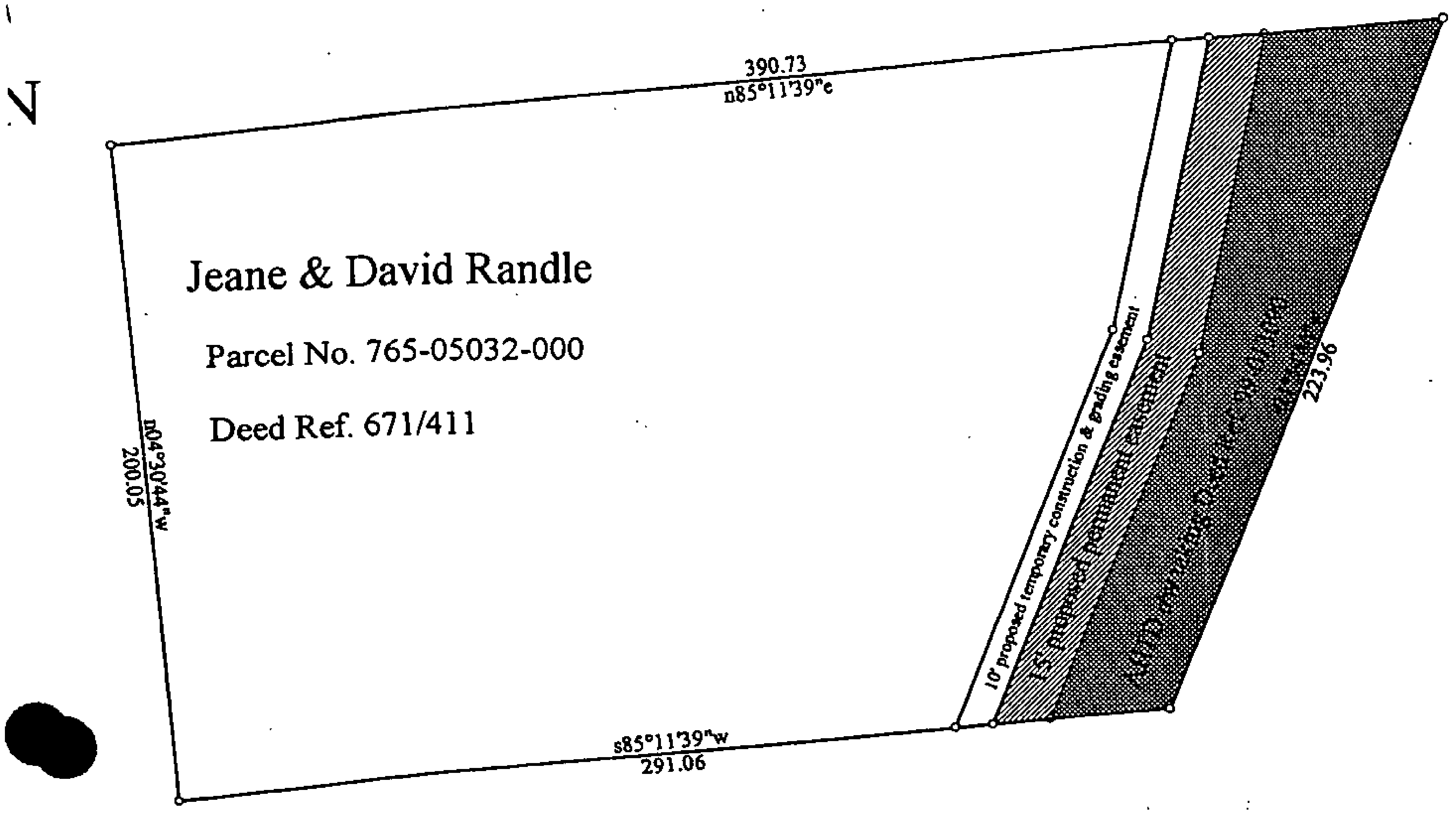
If we have not heard from you nor received a signed easement document and vendor form by December 27, 1999, procedures will be started to obtain possession through the courts. An independent appraisal has been requested. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

A City Land Agent will be glad to meet with you to discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407 or Ed Connell at 444-3415.

Sincerely yours,

for Jim Beavers
City Engineer

JB/jsg



Title: Randle property--rotated to AHTD bearings	Date: 09-22-1999
Scale: 1 inch = 60 feet	File: 45-RANDL.DES

Tract 1: 1.566 Acres: 68195 Sq Feet: 6335.5 Sq Meters: No significant closure error. : Perimeter = 1106 feet
Tract 2: 0.176 Acres: 7666 Sq Feet: 712.2 Sq Meters: No significant closure error. : Perimeter = 528 feet
Tract 3: 0.075 Acres: 3261 Sq Feet: 302.9 Sq Meters: No significant closure error. : Perimeter = 467 feet
Tract 4: 0.050 Acres: 2177 Sq Feet: 202.3 Sq Meters: No significant closure error. : Perimeter = 457 feet

001=/n04.3044w 160.04
002=n04.3044w 200.05
003=n85.1139e 390.73
004=s21.5446w 223.96
005=s85.1139w 291.06
006=@1 AHTD r/w taking
007=/n04.3044w 559.94
008=/n85.1139e 299.98
009=/n85.1139e 166.81
010=/s16.1710w 214.20
011=s21.5446w 223.96
012=s85.1139w 34.15
[illegible]=n21.5938e 119.61
[illegible]=n12.0954e 97.54
015=n85.1139e 52.45
016=@1 15' perm esmt
017=/n04.3044w 559.94
018=/n85.1139e 299.98
019=/n85.1139e 166.81
020=/s16.1710w 214.20
021=/s85.1139w 52.45
022=s85.1139w 15.68
023=s12.0954w 91.67
024=s21.5938w 125.90
025=n85.1139e 16.81
026=n21.5938e 119.61
027=n12.0954e 97.54
028=@1 10' temp esmt
029=/n04.3044w 559.94
030=/n85.1139e 299.98
031=/n85.1139e 166.81
032=/s16.1710w 214.20
033=/s85.1139w 68.13
034=s85.1139w 10.46
035=s12.0954w 87.76
036=s21.5938w 130.09
037=n85.1139e 11.20
038=n21.5938e 125.90
039=n12.0954e 91.67

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

September 27, 1999

Jeane & David Randle
1430 Ridgeway
Fayetteville, AR 72701

RE: Highway 265 Water/Sewer Relocations
Job No. 97043
Tract No. 45
Offer Letter

Dear Mr. and Mrs. Randle:

In conjunction with the widening of Highway 265 from Highway 16 north to Highway 45, the City of Fayetteville is required to relocate the majority of water and sewer lines that now service this area. These relocations are to be done just prior to the highway widening. It is therefore necessary to obtain permanent and temporary construction easements across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **$310.00** for the conveyance of rights associated with the Permanent Easement (3,261 square feet) and **$110.00** as rental of the lands associated with the Temporary Construction Easement (2,177 square feet); making the total offer amount **$420.00**.

Should you elect to accept this offer, the *Water/Sewer Easement* (which contains both the Permanent and Temporary Construction Easements) contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of this document, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. We urge you to address this matter at your earliest convenience as the City has a very limited time frame in which to install these utilities. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (501) 444-3407, Ed Connell at 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

Attachments

3
265 Water/Sewer Relocations
. .....·.. ·...-5032-000
Tract No. 45

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT Jeane Randle, being the one and the same person as Jean Randle, as shown in a warranty deed filed for record in the records of Washington County, Arkansas, on January 26, 1966, in Book 671, at Page 41, and David Randle, her husband, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot Six (6) in Block Three (3) in Eastwood Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LESS AND EXCEPT that portion conveyed to the Arkansas State Highway Commission under Job No. 004999 as road right of way in Deed Reference 99-013090 of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 7,666 square feet, more or less.

PERMANENT EASEMENT DESCRIPTION:

A fifteen (15) foot permanent easement of equal and uniform width located along the West side of the Arkansas Highway 265 West Right of Way line as referenced by State Highway Commission Job No. 004999. This easement is more particularly described as beginning at the Grantor's South property line and extending North 217 feet, more or less, to the Grantor's North property line, containing 3,261 square feet (0.07 acre), more or less.

The bearings used in the above description are referenced from bearings developed by the Arkansas State Highway Commission for the Highway Project No. 004999 Right of Way Plans and will be different than the bearing system previously used in describing the Owner's property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement ten (10) feet in width being parallel with and contiguous to the above described permanent easement and situated on the West side thereof. This temporary construction and grading easement contains 2,177 square feet (0.05 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located or under construction within said temporary construction and grading easement area during the construction of the hereinabove referenced project.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the __________ day of ____________________, 1999.

______________________________ ______________________________
Jeane Randle David Randle

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

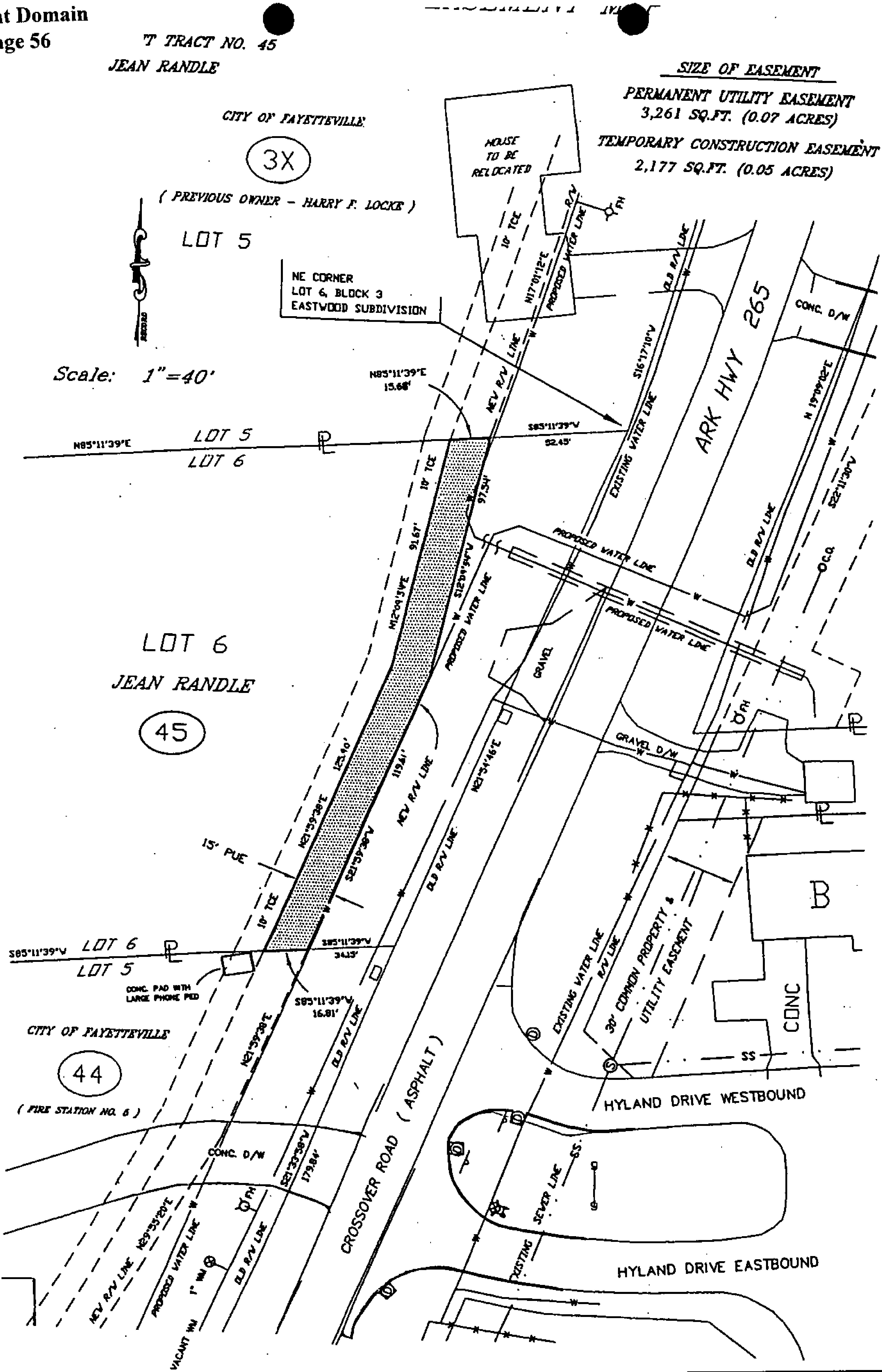
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jeane Randle, being the one and the same person as Jean Randle, as shown in a warranty deed filed for record in the records of Washington County, Arkansas, on January 26, 1966, in Book 671, at Page 41 and David Randle, her husband,** to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this __________ day of ____________________, 1999.

____
Notary Public

MY COMMISSION EXPIRES:

____


T TRACT NO. 45
JEAN RANDLE
SIZE OF EASEMENT
PERMANENT UTILITY EASEMENT
3,261 SQ.FT. (0.07 ACRES)
TEMPORARY CONSTRUCTION EASEMENT
2,177 SQ.FT. (0.05 ACRES)
CITY OF FAYETTEVILLE
3X
(PREVIOUS OWNER - HARRY F. LOCKE)
LOT 5
HOUSE TO BE RELOCATED
NE CORNER
LOT 6, BLOCK 3
EASTWOOD SUBDIVISION
Scale: 1"=40'
N85°11'39"E
15.68'
S85°11'39"W
92.45'
LOT 5
LOT 6
ARK HWY 265
EXISTING WATER LINE
NEW R/W LINE
OLD R/W LINE
PROPOSED WATER LINE
10' TCE
N17°01'12"E
S16°17'10"W
N 19°09'02"E
S22°11'30"W
CONC. D/W
97.54'
91.67'
N12°04'59"E
S12°04'59"W
LOT 6
JEAN RANDLE
45
GRAVEL
GRAVEL D/W
125.40'
119.41'
N21°54'46"E
N21°59'38"E
S21°59'38"W
15' PUE
S85°11'39"W
34.15'
LOT 6
LOT 5
CONC. PAD WITH LARGE PHONE PED
S85°11'39"W
16.81'
CITY OF FAYETTEVILLE
44
(FIRE STATION NO. 6)
CROSSOVER ROAD (ASPHALT)
30' COMMON PROPERTY & UTILITY EASEMENT
R/W LINE
B
CONC
HYLAND DRIVE WESTBOUND
HYLAND DRIVE EASTBOUND
SEWER LINE
CONC. D/W
S21°59'38"W
179.84'
N29°55'20"E
1" WM
EXISTING

Washington County Real Estate Assessment Record

Parcel Number 765-05032-000 **Property Type** RV

Location Address 0

Owner RANDLE, JEAN

Mailing Address 1430 RIDGEWAY
FAYETTEVILLE AR 72701

Value Information

Current year 1995

	Appraised	Assessed
Land value	5,250	1,050
Imp. value	0	0
Total value	5,250	1,050

Legal Description

Lot 006 **Block** 003 **Section-Township-Range** 11-16-30

Addition EASTWOOD S/D

Legal PT LOT 6 BLOCK 3

Deed 01/01/85 671-411 0.00 0

School District FAYETTEVILLE SCHOOLS **City description** FAYETTEVILLE

WARRANTY DEED

BOOK 671 PAGE 411

with relinquishment of dower and homestead

FILED FOR RECORD

1966 JAN 26 PM 1:56

WASHINGTON COUNTY, ARK.

Do not write in this space.

KNOW ALL MEN BY THESE PRESENTS:

That we, Clay B. Yoe and Wanda Lucille Yoe, his wife

for and in consideration of the sum of $1.00 and other valuable considerations- to us in hand paid by Jean Randle-

do hereby grant, bargain and sell unto the said Jean Randle and unto her heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

Lot Six (6) in Block Three (3) in Eastwood Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

The black top roads in Eastwood Addition to be built and paid for by the seller.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Jean Randle and unto her heirs and assigns, forever. And We, the said Clay B. Yoe and Wanda Lucille Yoe, his wife, hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, the said Wanda Lucille Yoe wife of Clay B. Yoe in consideration of said sum of money, do hereby release and relinquish unto the said Jean Randle all my interest, right, title and dower and convey my homestead in and to said lands.

WITNESS our hand and seal s on this 23rd day of April 1965.

Clay B. Yoe [Seal]

Wanda Lucille Yoe [Seal]

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS } ss.
County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Clay B. Yoe and Wanda Lucille Yoe, his wife to me well known as the Grantor s in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 23rd day of April 1965.

My Commission expires
Oct. 1, 1968

C. Arlene Dale
Notary Public

FILED FOR RECORD

'99 FEB 10 AM 10 58 Job No. 004999
Tract No. 45

WASHINGTON CO AR
K. HARNESS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, Jeane Randle, being the one and the same person as Jean Randle, as shown in a warranty deed filed for record in the records of Washington County, Arkansas, on January 26, 1966, in Book 671, at Page 41, and David Randle, her husband, for and in consideration of the sum of SEVENTEEN THOUSAND AND NO/100 dollars, ($17,000.00), and other good and valuable consideration, cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Arkansas State Highway Commission and unto its successors and assigns forever the following lands, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, lying and being situated in the County of Washington, State of Arkansas, to-wit:

Part of Lot 6, Block 3 of Eastwood Subdivision to the City of Fayetteville, also being part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Southwest Corner of Lot 4, Block 3 of Eastwood Subdivision; thence North 85° 11′ 39″ East along the South line thereof a distance of 166.81 feet to a point on the Westerly existing right of way line of Arkansas State Highway 265; thence South 16° 17′ 10″ West along said existing right of way line a distance of 214.20 feet to the Northeast Corner of Lot 6, Block 3 of Eastwood Subdivision for the point of beginning; thence South 21° 54′ 46″ West along the Westerly existing right of way line of Arkansas State Highway 265 a distance of

This instrument was prepared by
Calvin Gibson, Title Attorney
Arkansas State Highway and Transportation Dept.
P. O. Box 2261, Little Rock, Arkansas 72203

99013090

223.96 feet to the Southeast Corner of Lot 6, Block 3 of Eastwood Subdivision; thence South 85° 11′ 39″ West along the South line of Lot 6 a distance of 34.15 feet to a point on the Westerly proposed right of way line of Arkansas State Highway 265; thence North 21° 59′ 38″ East along said proposed right of way line a distance of 119.61 feet to a point; thence North 12° 09′ 54″ East along said proposed right of way line a distance of 97.54 feet to a point on the North line of Lot 6, Block 3, Eastwood Subdivision; thence North 85° 11′ 39″ East along said North line a distance of 52.45 feet to the point of beginning and containing 7,666 square feet more or less.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and unto its successors and assigns forever.

And I, David Randle, spouse of Jeane Randle, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Arkansas State Highway Commission, all my right of curtesy and homestead in and to said lands.

And we hereby covenant with the said Arkansas State Highway Commission that we will forever warrant and defend the title to said lands against all claims whatever.

WITNESS our hands on this 15th day of February, 1999.

Jeane Randle

David Randle

ACKNOWLEDGMENT

STATE OF Arkansas)
) SS
COUNTY OF Washington)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting,

99013091

Open Burn Ord.
C. 3. Page 1

RECEIVED
JAN 04 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AGENDA REQUEST FORM

FOR CITY COUNCIL MEETING OF JANUARY 18, 2000

FROM:

MICKEY JACKSON		FIRE DEPARTMENT
Name	Division	Department

ACTION REQUIRED:

PASSAGE OF AN ORDINANCE PROVIDING REGULATIONS FOR OPEN BURNING WITHIN THE CITY

COST TO CITY:

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

BUDGET REVIEW: ______ Budgeted Item ______ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/LEASE REVIEW

Accounting Manager	Date
City Attorney	Date 1-4-2000
Purchasing Officer	Date
Internal Auditor	Date

GRANT APPLICATION REVIEW

Internal Auditor Date

STAFF RECOMMENDATION

Division Head	Date 1-4-2000
Department Director Mickey Jackson	Date 1-4-2000
Administrative Services Director	Date 1-4-00
Mayor Fred Hanna	Date 1/4/00

CROSS REFERENCE

NEW ITEM: YES

PREV/ORD/RES#: RES # N/A

ORIG. CONTRACT DATE: N/A

CONTRACT # N/A

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief MJ

Date: January 4, 2000

Re: **Open Burning Ordinance**

I am submitting for your approval a proposed ordinance which would restore to the Fire Department the authority to maintain control over open burning of certain types of refuse in our City. This authority was removed from localities by a State Act that was passed by the 1997 general assembly. The result has been poor due to lack of enforcement at the state level, and it has now reached the point where some citizens are burning at will, with no regard for any kind of precautions or restrictions. Currently, our fire department is somewhat helpless to do much about this. However, if we can get the proposed ordinance enacted, it will restore our authority to maintain the requirements and limitations contained in the ordinance, and to cut out some of the indiscriminate burning now going on.

If you have questions or comments about this proposal, please feel free to give me a call at 575-8365 (city ext. 365). Thank you very much for your consideration.

MJ/ca

ORDINANCE NO.______

AN ORDINANCE AMENDING CHAPTER 94: FIRE PREVENTION, CODE OF FAYETTEVILLE, TO PROVIDE REGULATIONS FOR OPEN BURNING.

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

Section 1. That Chapter 94: Fire Prevention, Code of Fayetteville, is hereby amended to add the following:

§94.07 OPEN BURNING. All acts of open burning shall be in compliance with the following regulations:

(A). A.C.A. §8-6-1701 et seq, Open Burning of Residential Yard Waste.

(B). Open burning within the City limits shall require permission from the Fayetteville Fire Department.

1. Permission may be obtained free of charge and via telephone or other verbal means from any Fayetteville Fire Department authorized personnel.

2. That said permission will only be valid on the date it is given, and all burning on any other dates will require renewed permission.

3. Permission for open burning may be withdrawn if an offense is caused to neighbors or an unexpected hazard or risk results from the burning such as a fire spread hazard, unexpected wind speed increase, smoke blowing across a highway or road, or other threat to the welfare of personnel.

(C). All burning of any allowed material cannot be located closer than fifty feet from any structure or combustible appurtenance.

(D). All burning must be attended by a responsible person at all times as long as the fire is burning.

(E). When deemed necessary by the Fire Department, a water hose or other means of extinguishment will be required in the immediate vicinity of any burning.

(F). The Fire Department is authorized to issue city wide burn bans during any time deemed to be unusually hazardous for burning due to atmospheric conditions or local circumstance.

PASSED AND APPROVED this ___ day of ________________, 1999.

APPROVED:

By:____________________________
Fred Hanna, Mayor

ATTEST:

By:____________________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Name	Division	Department
Peggy Vice	Purchasing	Administrative Services

ACTION REQUIRED: Approve a bid waiver and a contract with Xerox Corporation for the purchase of two network copiers. Replacement of contract for non-networked copiers.

COST TO CITY:

$27,540 (Base Cost)	$	Office Supplies/Printing
Cost of this Request	Category/Project Budget	Category/Project Name
XXXX-XXXX-5200.00	$	CITY WIDE
Account Number	Funds Used To Date	Program Name
N/A	$	CITY WIDE
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager Date

Internal Auditor Date

City Attorney Date

ADA Coordinator Date

Purchasing Manager Date

STAFF RECOMMENDATION: Staff recommends approval.

PVice
Division Head

1-7-00
Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna & Council Members

THRU: John McGuire, Administrative Services Director

FROM: Peggy Vice, Purchasing Manager PVice

DATE: January 7th, 2000

RE: Copier Contract Approval & Bid Waiver

Staff recommends approval of a 36 month lease contract with Xerox for two DC265ST printer/copiers. These machines will replace the contract for the two 5385 copiers that were contracted for with Xerox but, did not work out. Xerox has worked with the City in resolving this issue and has had two machines on trial here since July of 1999. The trial machines are like the machines we are requesting a contract be awarded for except they have a network card allowing City staff to send large print jobs directly from their computer.

These are the only machines on the market capable of operating at a reasonable speed as a printer from a network. This will save considerable staff time and alleviate the need for individual printers in each office. The University of Arkansas has recently purchased these machines on a sole source bid waiver.

The price of these copiers are $1,147.50/month each and the machines we are currently contracted for are $1,150.00/month each.

A bid waiver is requested to be approved by the Council to allow the City's current contract with Xerox to be canceled and a new contract approved with Xerox for the new machines.

These copiers are utilized by each City division and cost is allocated according to the number of copies each division makes. Outlying divisions connected to the network will be able to utilize these machines to run their large copy jobs. They can run copy jobs from their offices and they will be ready when they get here to pick them up without waiting time.

Total Document Solutions, Inc.

January 5, 2000

Ms. Peggy Vice
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Peggy:

The following is a strategy for a resolution to the Xerox contract with the City of Fayetteville.

1. Replace existing 2-5385's (s/n 88y4300123 on the 3rd floor and s/n 88y008492 on the 1st floor) with 2 Xerox DC265ST copiers/printers
2. Conclude the trial period of 2-DC265's copiers upon installation of the 2-new DC265ST's
3. Cancel the current 2-5385's lease and service contracts upon the installation date of the new DC265ST's

The above actions are contingent upon approval by Xerox Corporation and are meant to resolve any and all issues that the City of Fayetteville may have with regards to current Xerox contract.

Tim Stanley President – TDS, Inc.	Ms. Peggy Vice, Purchasing. City of Fayetteville
________ Date 01/05/99	________ Date ____

XEROX TOTAL SATISFACTION GUARANTEE

Total Satisfaction Guarantee

If you are not totally satisfied with any Xerox equipment acquired by you from Xerox (including Sales Agents and participating Dealers and Retailers), Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective for 3 years following the Equipment delivery, unless the equipment is financed by Xerox for more than 3 years, in which event it will be effective during the entire term of Xerox financing (except for certain home-office and previously-installed models which receive coverage for one year). This guarantee applies only to equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance agreement.

THE DOCUMENT COMPANY
XEROX

0P21021B

LEASE AGREEMENT

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 1

Customer Legal Name (Bill to) City of Fayetteville
Name Overflow (if needed)
Street Address 113 West Mountain
Box#/Routing
City, State Fayetteville, AR
Zip Code 72701-
Tax ID# 71-6018462

Customer Name (Install) City of Fayetteville
Name Overflow (if needed)
Installed at Street Address 113 West Mountain
Floor/Room/Routing
City, State Fayetteville, AR
Zip Code 72701-
County Installed In Washington
Customer Requested Install Date 01/24/2000

Check all that apply

- ☐ Tax Exempt (Certificate Attached)
- ☐ Assoc./Coop. Name:
- ☒ Negotiated Contract #: 070857706
- ☐ Attached Customer P.O. #s: Supplies:
  Lease:
- ☐ State or Local Government Customer
  Int. Rate: % Total Int. Payable: $
- ☐ **Replacement/Modification of Prior Xerox Agreement**
  Agreement covering Xerox Equipment Serial# (or 95#):
  is hereby ☐ modified ☐ replaced. Effective Date:
  Comments:

Lease Information

Lease Term : 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt. : ☐ Xerox (95#): ☐ 3rd Party Eq.
Amt Refin: $ Int Rate: % Total Int Payable: $

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Min. Lease Payment Freq. (excluding excess meter charges)
☐ Monthly ☐ Other
☐ Quarterly
☐ Semi-Annual
☐ Annual

Min. Lease Payment Mode
☐ Advance ☐ Arrears

Price Information

Monthly Base Charge		$ 1147.50
Print Charge Meter 1:		
Prints	1 - 25000	$ 0.0000
Prints	25001 - +	$ 0.0102
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) 25000

☐ **Adjustment Period**

Period A - Mos. Affected: -

Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) -

Period B - Mos. Affected: -

Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges)

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☒ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $
☐ Price of Replacmnt. Equip.: $

☐ **K-16 Billing Suspension**
(check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: / $ mo.
☐ Comp. Replacement Program: $
☒ Attached Addenda
form# 51860-1 (1) form#

Agreement Presented By:
Name Tim Stanley Phone 501-575-0770

Xerox Corporation - Acceptance By:
Name Date
Signature

Customer:
Name Fred Hanna Phone: 501-575-8289
Title Mayor Date:
Signature

PLEASE SIGN & DA

AGREEMENT ADDENDUM

THE DOCUMENT COMPANY
XEROX

ADDENDUM TO FINANCE

PROFESSIONAL SERVICES CONTRACT FEES

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms which shall be additive to those found elsewhere in the Agreement:

1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (Additional Products)

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 2

Customer Legal Name (Bill to) City of Fayetteville
Name Overflow (if needed)
Date of Customer Signature on Attached Agreement
Customer Name (Install) City of Fayetteville
Name Overflow (if needed)
Installed at Street Address 113 West Mountain
Floor/Room/Routing
City, State Fayetteville, AR
Zip Code 72701-
County Installed In Washington
Customer Requested Install Date 01/24/2000

Check all that apply

☐ Attached Customer P.O. #s: Supplies: ______
Lease : ______
☐ State or Local Government Customer
Int. Rate: % Total Int. Payable: $
☐ **Replacement/Modification of Prior Xerox Agreement**
Agreement covering Xerox Equipment Serial# (or 95#): ______
is hereby ☐ modified ☐ replaced. Effective Date:
Comments:

Lease Information

Lease Term : 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt. :☐ Xerox (95#): ______ ☐ 3rd Party Eq.
Amt Refin: $ ______ Int Rate: % Total Int Payable: $ ______

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

Monthly Base Charge		$ 1147.50
Print Charge Meter 1:		
Prints	1 - 25000	$ 0.0000
Prints	25001 - +	$ 0.0102
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) 25000

☐ **Adjustment Period**

Period A - Mos. Affected: -			Period B - Mos. Affected: -		
Monthly Base Charge		$	Monthly Base Charge		$
Print Charge Meter 1:			Print Charge Meter 1:		
Prints	1 -	$	Prints	1 -	$
Prints	-	$	Prints	-	$
Prints	-	$	Prints	-	$
Print Charge Meter 2:			Print Charge Meter 2:		
Prints	1 -	$	Prints	1 -	$
Prints	-	$	Prints	-	$

Mo. Min.# of Prints (based on Meter 1 Print Charges) ______
Mo. Min.# of Prints (based on Meter 1 Print Charges) ______

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☒ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $ ______
☐ Price of Replcmnt. Equip.: $ ______

☐ **K-16 Billing Suspension**
(check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: ______ / $ ______ mo.
☐ Comp. Replacement Program: $ ______
☐ Attached Addenda
form# ______ form# ______

AGREEMENT ADDENDUM

THE DOCUMENT COMPANY
XEROX

ADDENDUM TO FINANCE

PROFESSIONAL SERVICES CONTRACT FEES

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The parties agree to the following terms which shall be additive to those found elsewhere in the Agreement:

1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

GENERAL TERMS: The following terms apply to all lease transactions:

1. PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being purchased for your own use (rather than resale) and that they will not be used primarily for personal, household or family purposes.

2. CREDIT HISTORY. As part of this transaction, Xerox may investigate your credit history. Even if Products have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

3. PAYMENT. Payment is due when you receive our invoice. All applicable taxes shall be added to your payment amount (unless you provide proof of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. You are not responsible for paying personal property taxes on the Products.

4. BASIC SERVICES. Xerox will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such equipment to be designated as "No Svc."):

A. REPAIRS AND PARTS. Xerox will make adjustments and repairs necessary to keep Equipment in good working order (including such adjustments or repairs required during initial installation). Parts required for repair may be new, reprocessed, or recovered. All replaced parts/materials will become Xerox' property.

B. HOURS AND EXCLUSIONS. Unless otherwise stated, Basic Services will be provided during Xerox' standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

C. INSTALLATION SITE AND METER READINGS. The equipment installation site must conform to Xerox' published requirements throughout the term of this Agreement. If applicable, you must provide meter readings in a manner prescribed by Xerox. If you fail to provide timely readings, Xerox may estimate them and bill you accordingly.

D. REMEDY. If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy, replace the Equipment with an identical product or, at Xerox' option, another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions.

E. CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for a product utilizing cartridges designated by Xerox as customer replaceable ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States.

F. OPERATOR MAINTENANCE PROCEDURES FOR DOCUCOLOR 70 AND DOCUCOLOR 100. If Xerox is providing Basic Services for your DocuColor 70 or DocuColor 100, you agree to perform all operator maintenance procedures set forth in the applicable Printer Operator Guides (including the purchase of all referenced parts, tools, and supplies).

G. PC/WORKSTATION REQUIREMENTS. In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox' published specifications.

5. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend and indemnify you if any Product is alleged to infringe someone else's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this paragraph including but not limited to infringement based upon a Product being modified to your specifications or being used or sold with products not provided by Xerox.

7. LIMITATION OF LIABILITY AND ASSIGNMENT. Neither party shall be liable to the other for any direct damages greater than the amounts payable hereunder nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. You may not assign any of your rights or obligations under this Agreement without Xerox' prior written consent.

8. ASSIGNMENT BY XEROX. In the event Xerox assigns any of its obligations under this Agreement, Xerox shall remain primarily responsible for their performance; any claim or defense you may have relating to these obligations must be asserted only against Xerox and not its assignee.

9. MINIMUM LEASE PAYMENTS. The Minimum Lease Payment, along with any additional Print Charges, covers your cost for the use of the Equipment and its maintenance. The Minimum Lease Payment (which may be billed on more than one invoice) shall consist of the total of (1) any Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). For full-color equipment, color copies are counted on Meter 1.

10. MAINTENANCE COMPONENT PRICE INCREASES. Xerox may annually increase that amount of your Minimum Lease Payment and Print Charges you are charged for the maintenance of the Equipment (the "Maintenance Component"), each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

11. TITLE, RISK, AND RELOCATION. The title to the Equipment shall remain with Xerox unless and until you exercise your option to purchase the Equipment. The risk of loss due to your fault or negligence, as well as theft or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment. Unless and until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox. All parts/materials replaced as part of an upgrade will become Xerox' property.

12. RENEWAL. Unless either party provides notice at least 30 days before the end of the lease term of its intention not to renew the lease, it will be renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least 30 days notice.

13. BREACH. If you breach this Agreement, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. Once these sums are paid, title shall pass to you.

14. CARTRIDGES. To enhance print quality, Xerox has designed the cartridge used in certain equipment models to cease functioning at a predetermined point (details regarding specific models are available upon request). In addition, certain cartridges are sold as Environmental Partnership cartridges; you agree these cartridges shall remain Xerox property and that you will return them to Xerox for remanufacturing once you have run them to their cease-function point.

15. EQUIPMENT STATUS. In support of Xerox' environmental leadership goals, and unless you are acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured", which may contain some recycled components that are reconditioned ; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

16. PURCHASE OPTIONS. You may purchase the Equipment at the end of the lease term for the Purchase Option indicated in this Agreement (i.e., either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ["FMV"]). You may purchase the Equipment at any time during the

lease by paying (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. When these amounts have been fully paid, title to the Equipment will transfer to you.

17. PROTECTION OF XEROX' RIGHTS. Unless and until you purchase the leased Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox' rights as the Equipment Lessor (including the perfection of Xerox' purchase money security interest that shall attach to all Equipment for which the Purchase Option is a set dollar amount).

18. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original; in addition, Xerox may accept this Agreement either by its signature or commencing performance (e.g., Equipment delivery). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorneys' fees.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, or Document Centre Products:

19. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including but not limited to operating system software, provided with or within the Equipment ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software nor to any software and accompanying documentation made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not (1) distribute, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of these software provisions).

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox' then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox' rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

20. DCS SOFTWARE. If you are acquiring any Application Software under this Agreement designed to work with a Xerox Document Centre System ("DCS"), Xerox grants you a license that in addition to the terms set forth above shall allow you to install this software on your networked workstation or server. Once installed, all of your organization's users within the United States connected to the workstation or server may utilize this software on any DCS obtained directly from Xerox or its Authorized Resellers. For Visioneer PaperPort Software, however, the number of client computers that may utilize the software shall be limited to 25 (unless you license additional software seats from Xerox or Visioneer).

21. SOFTWARE SUPPORT. During the period that Xerox provides Basic Services for the Equipment, Xerox will also provide software support for the Base Software under the following terms. For Application Software, Xerox will provide this same level of support provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its published specifications and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License terms.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox.

D. Xerox shall not be obligated (a) to support any Base or Application software that is two or more generations older than Xerox' most current release or (b) to remedy coding errors if you have modified the Base or Application Software.

E. Xerox may annually adjust the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

22. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

GOVERNMENTAL TERMS: The following additional terms apply only to state and local government customers:

23. GOVERNMENT CUSTOMER TERMS

A. FUNDING. You state that it is your intent to make all payments required under this Agreement. In the event that (1) through no action initiated by you your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources and (2) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send Xerox written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed Xerox under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

B. TAX TREATMENT. This Agreement has been accepted on the basis of Xerox claiming any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code of 1986. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, you shall pay Xerox an amount equal to its loss in this regard.

C. ASSIGNMENT. Notwithstanding any provisions in this Agreement to the contrary, Xerox may not sell, assign or transfer this Agreement, and any attempted sale, assignment or transfer shall be void and without effect.

D. PAYMENT. Your payment is due within 30 days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

24. SUPPLIES INCLUDED IN BASE/PRINT CHARGES. If this option has been selected, Xerox will provide you with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. You agree that the Consumable Supplies are Xerox' property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point, and that you will return any unused Consumable Supplies to Xerox at the end of this Agreement. Should your use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage.

25. REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT. If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration, configuration) shall take precedence over the prior terms for the balance of the Agreement. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement.

26. XEROX AS FINANCIAL INTERMEDIARY. If this option has been selected, you are leasing specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. With regard to these products, you agree that Xerox is leasing them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. Xerox assigns to you, to the extent assignable, any warranty rights it has to these products (which rights shall revert to Xerox if you breach this agreement). You agree (a) that these products are not covered by Xerox' obligation to provide Basic Services; (b) to maintain a service agreement for these products with a service provider acceptable to Xerox throughout this Agreement's term; (c) to pay all personal property taxes related to these products; and (d) to assign to Xerox any rights you have to these products until title passes from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox Equipment covered by this Agreement).

27. FINANCED SOFTWARE TOTAL. If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be paid for through your Minimum Lease Payments. If you breach this license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.

28. FINANCED SUPPLIES TOTAL. If this option has been selected, the cost of any supplies you have purchased under this Agreement shall be paid for through your Minimum Lease Payments. If you breach any of your obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.

29. REFINANCE OF PRIOR AGREEMENT. If this option has been selected, the balance of your prior indicated agreement with Xerox or a third-party shall be paid for through your Minimum Lease Payments. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall be immediately due and payable.

30. ADJUSTMENT PERIOD. If this option has been selected, your Minimum Lease Payment and/or Print Charges shall be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial payment(s) shall be different from those payable during the balance of this Agreement.

31. K-16 BILLING SUSPENSION. If this option has been selected, the Maintenance Component of your Minimum Lease Payment and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it.

32. TRADE-IN EQUIPMENT. If this option has been selected, you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:

A. TITLE TRANSFER. You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function for the previous year at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

B. CONDITION. You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. ACCRUED CHARGES. You agree to pay all accrued charges for the Trade-In Equipment up to and including payment of the Final Principal Payment Number and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

33. RUN LENGTH PLAN. If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only. (Note that if a 5090 family product covered by this plan has its document handler left open, all affected copies will be recorded and billed on both meters.)

34. FIXED PRICE PLAN. If this option has been selected, Xerox will forego its right to increase the Maintenance Component throughout the initial term of this Agreement.

35. PER-FOOT PRICING. If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear foot equal to one print.

36. EXTENDED SERVICE HOURS. If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Lease Payment or Print Charges.

37. COMPETITIVE REPLACEMENT PROGRAM. If this option has been selected, Xerox will provide you with the discount indicated in exchange for your agreement to return a unit of non-Xerox equipment you are currently leasing (the "Competitive Equipment") to its Lessor. In doing so, you acknowledge that the Equipment you are acquiring under this Agreement is replacing the Competitive Equipment and that your agreement with its Lessor allows you to return the Competitive Equipment at this time.

38. ATTACHED ADDENDA. If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

39. NEGOTIATED CONTRACT. If this option has been selected, this Agreement is subject to the terms contained in the identified Negotiated Contract. If the terms contained in this Agreement conflict with those contained in the Negotiated Contract, the terms of the Negotiated Contract shall prevail.

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 18, 2000

FROM:

Peggy Vice	Purchasing	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approve a bid waiver and a contract with Xerox Corporation for the purchase of two network copiers. Replacement of contract for non-networked copiers.

COST TO CITY:

$27,540 (Base Cost)	$ 292,467	Office Supplies/Printing
Cost of this Request	Category/Project Budget	Category/Project Name
XXXX-XXXX-5200.00	$ -0-	CITY WIDE
Account Number	Funds Used To Date	Program Name
N/A	$ 292,467	CITY WIDE
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Stephen Davis
Budget Coordinator

___
Administrative Services Director

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

Marilyn J Palmer	1-10-00	Yolanda Fields	1-10-00
Accounting Manager	Date	Internal Auditor	Date
	1-10-00		
City Attorney	Date	ADA Coordinator	Date
PVice	1-10-00		
Purchasing Manager	Date		

STAFF RECOMMENDATION: Staff recommends approval.

PVice	1-7-00	
Division Head	Date	Cross Reference
		New Item: Yes No
Department Director	Date	
	1-10-00	Prev Ord/Res #: ___
Administrative Services Director	Date	
Fred Hanna	1/11/00	Orig Contract Date: ___
Mayor	Date	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna & Council Members

THRU: John McGuire, Administrative Services Director

FROM: Peggy Vice, Purchasing Manager PVice

DATE: January 7th, 2000

RE: Copier Contract Approval & Bid Waiver

Staff recommends approval of a 36 month lease contract with Xerox for two DC265ST printer/copiers. These machines will replace the contract for the two 5385 copiers that were contracted for with Xerox but, did not work out. Xerox has worked with the City in resolving this issue and has had two machines on trial here since July of 1999. The trial machines are like the machines we are requesting a contract be awarded for except they have a network card allowing City staff to send print jobs directly from their computer.

These are the only machines on the market capable of operating at a reasonable speed as a printer from a network. This feature will save considerable staff time and alleviate the need for individual printers in each office. The University of Arkansas has recently purchased these machines on a sole source bid waiver.

The price of these copiers is $1,147.50/month each. The machines we are currently contracted for are $1,150.00/month each.

A bid waiver is requested to be approved by the Council to allow the City's current contract with Xerox to be canceled and a new contract approved with Xerox for the new machines.

These copiers are utilized by each City division and cost is allocated according to the number of copies each division makes. Outlying divisions connected to the network will be able to utilize these machines to run large copy jobs they normally send out to a printer. They can initiate their jobs from the office and the copy job will be ready, depending on the size of the job, when they get to City Hall to pick it up.

Total Document Solutions, Inc.

January 5, 2000

Ms. Peggy Vice
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Peggy:

The following is a strategy for a resolution to the Xerox contract with the City of Fayetteville.

1. Replace existing 2-5385's (s/n 88y4300123 on the 3rd floor and s/n 88y008492 on the 1st floor) with 2 Xerox DC265ST copiers/printers
2. Conclude the trial period of 2-DC265's copiers upon installation of the 2-new DC265ST's
3. Cancel the current 2-5385's lease and service contracts upon the installation date of the new DC265ST's

The above actions are contingent upon approval by Xerox Corporation and are meant to resolve any and all issues that the City of Fayetteville may have with regards to current Xerox contract.

Tim Stanley
President – TDS, Inc.

Date 01/05/99

Ms. Peggy Vice, Purchasing.
City of Fayetteville

________________Date_____

Total Satisfaction Guarantee

XEROX TOTAL SATISFACTION GUARANTEE

If you are not totally satisfied with any Xerox equipment acquired by you from Xerox (including Sales Agents and participating Dealers and Retailers), Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective for 3 years following the Equipment delivery, unless the equipment is financed by Xerox for more than 3 years, in which event it will be effective during the entire term of Xerox financing (except for certain home-office and previously-installed models which receive coverage for one year). This guarantee applies only to equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance agreement.

THE DOCUMENT COMPANY
XEROX

610P21021B

LEASE AGREEMENT

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 1

Customer Legal Name (Bill to)	City of Fayetteville
Name Overflow (if needed)	
Street Address	113 West Mountain
Box#/Routing	
City, State	Fayetteville, AR
Zip Code	72701-
Tax ID#	71-6018462
Customer Name (Install)	City of Fayetteville
Name Overflow (if needed)	
Installed at Street Address	113 West Mountain
Floor/Room/Routing	
City, State	Fayetteville, AR
Zip Code	72701-
County Installed In	Washington
Customer Requested Install Date	01/24/2000

Check all that apply

☐ Tax Exempt (Certificate Attached)
☐ Assoc./Coop. Name: ____
☐ Negotiated Contract #: ____ ____
☐ Attached Customer P.O. #s: Supplies: ____
Lease: ____
☒ State or Local Government Customer
Int. Rate: % Total Int. Payable: $

☐ **Replacement/Modification of Prior Xerox Agreement**
Agreement covering Xerox Equipment Serial# (or 95#): ____
is hereby ☐ modified ☐ replaced. Effective Date:
Comments: ____

Lease Information
Lease Term : 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt. : ☐ Xerox (95#): ____ ☐ 3rd Party Eq.
Amt Refin: $ ____ Int Rate: % ____ Total Int Payable: $ ____

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : **MINIMUM MONTHLY LEASE PAYMENT** (excl. of applic. taxes)

Min. Lease Payment Freq. (excluding excess meter charges)
☐ Monthly ☐ Other
☐ Quarterly ____
☐ Semi-Annual
☐ Annual

Min. Lease Payment Mode
☐ Advance ☐ Arrears

Price Information

Monthly Base Charge		$ 1147.50
Print Charge Meter 1:		
Prints	1 - 25000	$ 0.0000
Prints	25001 - +	$ 0.0102
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		25000

☐ **Adjustment Period**

Period A - Mos. Affected:	-	
Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		

Period B - Mos. Affected:	-	
Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☐ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $ ____
☐ Price of Replacmnt. Equip.: $ ____

☐ **K-16 Billing Suspension**
(check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: ____ / $ ____ mo.
☐ Comp. Replacement Program: $ ____
☒ Attached Addenda
form# 51860-1 (1) form# ____

Agreement Presented By:
Name Tim Stanley Phone 501-575-0770

Xerox Corporation - Acceptance By:
Name ____ Date ____
Signature ____

Customer:
Name Fred Hanna Phone: 501-575-8289
Title Mayor Date PLEASE SIGN&DATE
Signature ____

ADDENDUM TO FINANCE

PROFESSIONAL SERVICES CONTRACT FEES

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms which shall be additive to those found elsewhere in the Agreement:

1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (Additional Products)

THE DOCUMENT COMPANY
XEROX

Worksheet: 617940 Unit: 2

Customer Legal Name (Bill to)	City of Fayetteville
Name Overflow (if needed)	
Date of Customer Signature on Attached Agreement	
Customer Name (Install)	City of Fayetteville
Name Overflow (if needed)	
Installed at Street Address	113 West Mountain
Floor/Room/Routing	
City, State	Fayetteville, AR
Zip Code	72701-
County Installed In	Washington
Customer Requested Install Date	01/24/2000

Check all that apply

☐ Attached Customer P.O. #s: Supplies: ______ Lease: ______

☒ State or Local Government Customer

Int. Rate: % Total Int. Payable: $

☐ **Replacement/Modification of Prior Xerox Agreement**

Agreement covering Xerox Equipment Serial# (or 95#): ______
is hereby ☐ modified ☐ replaced. Effective Date:
Comments:

Lease Information

Lease Term : 36 months
☒ Supplies included in Base/Print Charges
☐ Refin. of Prior Agrmt. : ☐ Xerox (95#): ______ ☐ 3rd Party Eq.
Amt Refin: $ ______ Int Rate: % Total Int Payable: $ ______

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DC265STFC	$FMV	$	☐	☐
Consulting Services	$		☐	☐
1)DC65PHON3	$		☐	☐
	$		☐	☐
	$		☐	☐

$ 1147.50 : **MINIMUM MONTHLY LEASE PAYMENT** (excl. of applic. taxes)

Price Information

Monthly Base Charge		$ 1147.50
Print Charge Meter 1:		
Prints	1 - 25000	$ 0.0000
Prints	25001 - +	$ 0.0102
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		25000

☐ **Adjustment Period**

Period A - Mos. Affected:	-	
Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		

Period B - Mos. Affected:	-	
Monthly Base Charge		$
Print Charge Meter 1:		
Prints	1 -	$
Prints	-	$
Prints	-	$
Print Charge Meter 2:		
Prints	1 -	$
Prints	-	$
Mo. Min.# of Prints (based on Meter 1 Print Charges)		

☐ **Purchased Supplies** ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			$
			$
			$
			$
		Total Price =	$

☐ **Application Software**

Software Title	Initial License Fee ☐ Cash ☐ Finance	Annual Renewal Fee ☐ Support Only
	$	$
	$	$
	$	$
Total Initial License Fees =	$	

☐ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		$
		$
		$
	Total Allowance =	$

Total Allowance Applied to: ☐ Trade-In Equip. Balance: $ ______
☐ Price of Replcmnt. Equip.: $ ______

☐ **K-16 Billing Suspension**
(check 1 as required)
Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)
☐ Run Length Plan ☒ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
Description: ______ / $ ______ mo.
☐ Comp. Replacement Program: $ ______
☐ Attached Addenda
form# ______ form# ______

ADDENDUM TO FINANCE

PROFESSIONAL SERVICES CONTRACT FEES

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms which shall be additive to those found elsewhere in the Agreement:

1. In addition to the Agreement, you and Xerox have entered into a Professional Services Contract dated **01/11/2000** (the "Services Contract"). Rather than pay the amount due Xerox under the Services Contract as they become due, you have requested that the total amount of $ **400** payable under the Services Contract (the "Services Contract Fees") be added to the amount being financed under the Agreement. As such, you and Xerox hereby agree that the Services Contract Fees will be paid by you as part of your Minimum Monthly Lease Payments or Monthly Installment Payments, as applicable.

2. Other than the transfer of your payment obligation for the Services Contract Fees as stated above, the terms of the Services Contract shall remain unchanged and shall in all cases control your and Xerox' rights as to the provision of the underlying Professional Services. In addition, you agree to make all payments under the Agreement related to the Services Contract Fees regardless of your belief as to the manner in which the Professional Services were provided (and, as such, will pursue any dispute you have in this regard separate and apart from your unconditional obligation to pay the Services Contract Fees as part of the Agreement).

3. If you breach any of your obligations regarding the Services Contract, the Agreement, or this Addendum, any remaining portion of the Services Contract Fees shall become immediately due and payable.

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

GENERAL TERMS: The following terms apply to all lease transactions:

1. PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being purchased for your own use (rather than resale) and that they will not be used primarily for personal, household or family purposes.

2. CREDIT HISTORY. As part of this transaction, Xerox may investigate your credit history. Even if Products have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

3. PAYMENT. Payment is due when you receive our invoice. All applicable taxes shall be added to your payment amount (unless you provide proof of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. You are not responsible for paying personal property taxes on the Products.

4. BASIC SERVICES. Xerox will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such equipment to be designated as "No Svc."):

A. REPAIRS AND PARTS. Xerox will make adjustments and repairs necessary to keep Equipment in good working order (including such adjustments or repairs required during initial installation). Parts required for repair may be new, reprocessed, or recovered. All replaced parts/materials will become Xerox' property.

B. HOURS AND EXCLUSIONS. Unless otherwise stated, Basic Services will be provided during Xerox' standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

C. INSTALLATION SITE AND METER READINGS. The equipment installation site must conform to Xerox' published requirements throughout the term of this Agreement. If applicable, you must provide meter readings in a manner prescribed by Xerox. If you fail to provide timely readings, Xerox may estimate them and bill you accordingly.

D. REMEDY. If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy, replace the Equipment with an identical product or, at Xerox' option, another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions.

E. CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for a product utilizing cartridges designated by Xerox as customer replaceable ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States.

F. OPERATOR MAINTENANCE PROCEDURES FOR DOCUCOLOR 70 AND DOCUCOLOR 100. If Xerox is providing Basic Services for your DocuColor 70 or DocuColor 100, you agree to perform all operator maintenance procedures set forth in the applicable Printer Operator Guides (including the purchase of all referenced parts, tools, and supplies).

G. PC/WORKSTATION REQUIREMENTS. In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox' published specifications.

5. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend and indemnify you if any Product is alleged to infringe someone else's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this paragraph including but not limited to infringement based upon a Product being modified to your specifications or being used or sold with products not provided by Xerox.

7. LIMITATION OF LIABILITY AND ASSIGNMENT. Neither party shall be liable to the other for any direct damages greater than the amounts payable hereunder nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. You may not assign any of your rights or obligations under this Agreement without Xerox' prior written consent.

8. ASSIGNMENT BY XEROX. In the event Xerox assigns any of its obligations under this Agreement, Xerox shall remain primarily responsible for their performance; any claim or defense you may have relating to these obligations must be asserted only against Xerox and not its assignee.

9. MINIMUM LEASE PAYMENTS. The Minimum Lease Payment, along with any additional Print Charges, covers your cost for the use of the Equipment and its maintenance. The Minimum Lease Payment (which may be billed on more than one invoice) shall consist of the total of (1) any Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). For full-color equipment, color copies are counted on Meter 1.

10. MAINTENANCE COMPONENT PRICE INCREASES. Xerox may annually increase that amount of your Minimum Lease Payment and Print Charges you are charged for the maintenance of the Equipment (the "Maintenance Component"), each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

11. TITLE, RISK, AND RELOCATION. The title to the Equipment shall remain with Xerox unless and until you exercise your option to purchase the Equipment. The risk of loss due to your fault or negligence, as well as theft or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment. Unless and until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox. All parts/materials replaced as part of an upgrade will become Xerox' property.

12. RENEWAL. Unless either party provides notice at least 30 days before the end of the lease term of its intention not to renew the lease, it will be renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least 30 days notice.

13. BREACH. If you breach this Agreement, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. Once these sums are paid, title shall pass to you.

14. CARTRIDGES. To enhance print quality, Xerox has designed the cartridge used in certain equipment models to cease functioning at a predetermined point (details regarding specific models are available upon request). In addition, certain cartridges are sold as Environmental Partnership cartridges; you agree these cartridges shall remain Xerox property and that you will return them to Xerox for remanufacturing once you have run them to their cease-function point.

15. EQUIPMENT STATUS. In support of Xerox' environmental leadership goals, and unless you are acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured", which may contain some recycled components that are reconditioned ; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

16. PURCHASE OPTIONS. You may purchase the Equipment at the end of the lease term for the Purchase Option indicated in this Agreement (i.e., either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ["FMV"]). You may purchase the Equipment at any time during the

lease by paying (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee to be available from Xerox at any time upon request]; and (d) the applicable Purchase Option. When these amounts have been fully paid, title to the Equipment will transfer to you.

17. PROTECTION OF XEROX' RIGHTS. Unless and until you purchase the leased Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox' rights as the Equipment Lessor (including the perfection of Xerox' purchase money security interest that shall attach to all Equipment for which the Purchase Option is a set dollar amount).

18. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original; in addition, Xerox may accept this Agreement either by its signature or commencing performance (e.g., Equipment delivery). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorneys' fees.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, or Document Centre Products:

19. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including but not limited to operating system software, provided with or within the Equipment ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software nor to any software and accompanying documentation made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not (1) distribute, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of these software provisions).

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox' then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox' rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

20. DCS SOFTWARE. If you are acquiring any Application Software under this Agreement designed to work with a Xerox Document Centre System ("DCS"), Xerox grants you a license that in addition to the terms set forth above shall allow you to install this software on your networked workstation or server. Once installed, all of your organization's users within the United States connected to the workstation or server may utilize this software on any DCS obtained directly from Xerox or its Authorized Resellers. For Visioneer PaperPort Software, however, the number of client computers that may utilize the software shall be limited to 25 (unless you license additional software seats from Xerox or Visioneer).

21. SOFTWARE SUPPORT. During the period that Xerox provides Basic Services for the Equipment, Xerox will also provide software support for the Base Software under the following terms. For Application Software, Xerox will provide this same level of support provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its published specifications and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License terms.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox.

D. Xerox shall not be obligated (a) to support any Base or Application software that is two or more generations older than Xerox' most current release or (b) to remedy coding errors if you have modified the Base or Application Software.

E. Xerox may annually adjust the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

22. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

GOVERNMENTAL TERMS: The following additional terms apply only to state and local government customers:

23. GOVERNMENT CUSTOMER TERMS

A. FUNDING. You state that it is your intent to make all payments required under this Agreement. In the event that (1) through no action initiated by you your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources and (2) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send Xerox written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed Xerox under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

B. TAX TREATMENT. This Agreement has been accepted on the basis of Xerox claiming any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code of 1986. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, you shall pay Xerox an amount equal to its loss in this regard.

C. ASSIGNMENT. Notwithstanding any provisions in this Agreement to the contrary, Xerox may not sell, assign or transfer this Agreement, and any attempted sale, assignment or transfer shall be void and without effect.

D. PAYMENT. Your payment is due within 30 days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

24. SUPPLIES INCLUDED IN BASE/PRINT CHARGES. If this option has been selected, Xerox will provide you with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. You agree that the Consumable Supplies are Xerox' property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point, and that you will return any unused Consumable Supplies to Xerox at the end of this Agreement. Should your use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage.

25. REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT. If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration, configuration) shall take precedence over the prior terms for the balance of the Agreement. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement.

26. XEROX AS FINANCIAL INTERMEDIARY. If this option has been selected, you are leasing specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. With regard to these products, you agree that Xerox is leasing them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. Xerox assigns to you, to the extent assignable, any warranty rights it has to these products (which rights shall revert to Xerox if you breach this agreement). You agree (a) that these products are not covered by Xerox' obligation to provide Basic Services; (b) to maintain a service agreement for these products with a service provider acceptable to Xerox throughout this Agreement's term; (c) to pay all personal property taxes related to these products; and (d) to assign to Xerox any rights you have to these products until title passes from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox Equipment covered by this Agreement).

27. FINANCED SOFTWARE TOTAL. If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be paid for through your Minimum Lease Payments. If you breach this license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.

28. FINANCED SUPPLIES TOTAL. If this option has been selected, the cost of any supplies you have purchased under this Agreement shall be paid for through your Minimum Lease Payments. If you breach any of your obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.

29. REFINANCE OF PRIOR AGREEMENT. If this option has been selected, the balance of your prior indicated agreement with Xerox or a third-party shall be paid for through your Minimum Lease Payments. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall be immediately due and payable.

30. ADJUSTMENT PERIOD. If this option has been selected, your Minimum Lease Payment and/or Print Charges shall be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial payment(s) shall be different from those payable during the balance of this Agreement.

31. K-16 BILLING SUSPENSION. If this option has been selected, the Maintenance Component of your Minimum Lease Payment and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it.

32. TRADE-IN EQUIPMENT. If this option has been selected, you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:

A. TITLE TRANSFER. You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function for the previous year at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

B. CONDITION. You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. ACCRUED CHARGES. You agree to pay all accrued charges for the Trade-In Equipment up to and including payment of the Final Principal Payment Number and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

33. RUN LENGTH PLAN. If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only. (Note that if a 5090 family product covered by this plan has its document handler left open, all affected copies will be recorded and billed on both meters.)

34. FIXED PRICE PLAN. If this option has been selected, Xerox will forego its right to increase the Maintenance Component throughout the initial term of this Agreement.

35. PER-FOOT PRICING. If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear foot equal to one print.

36. EXTENDED SERVICE HOURS. If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Lease Payment or Print Charges.

37. COMPETITIVE REPLACEMENT PROGRAM. If this option has been selected, Xerox will provide you with the discount indicated in exchange for your agreement to return a unit of non-Xerox equipment you are currently leasing (the "Competitive Equipment") to its Lessor. In doing so, you acknowledge that the Equipment you are acquiring under this Agreement is replacing the Competitive Equipment and that your agreement with its Lessor allows you to return the Competitive Equipment at this time.

38. ATTACHED ADDENDA. If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

39. NEGOTIATED CONTRACT. If this option has been selected, this Agreement is subject to the terms contained in the identified Negotiated Contract. If the terms contained in this Agreement conflict with those contained in the Negotiated Contract, the terms of the Negotiated Contract shall prevail.

NorthwestArkansasTIMES
Monday, January 17, 2000

CITY OF FAYETTEVILLE

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
JANUARY 18, 2000

A meeting of the Fayetteville City council will be held on January 18, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, AR.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the January 4, 2000 City Council meeting.

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

3. **POLICE RADIO EVALUATION:** A resolution awarding a contract to RCC Consultants. The contract will be for services to evaluate the current radio system and recommended either replacement or an upgrade.

4. **CELLULAR ANTENNA:** A resolution approving a contract with SWPCS for cellular antenna space on the Mount Sequoyah Water Tank.

5. **HWY 265 WIDENING:** A resolution authorizing payment of $647,000 to the Arkansas Highway and Transportation Department for additional right-of-way costs along Highway 265 and approval of a budget adjustment.

6. **DRUG LAW ENFORCEMENT PROGRAM GRANT:** A resolution authorizing the Mayor to apply for a federal grant in the amount of $383,794.00; and approval of a budget adjustment in the amount of $17,338 to bring Fayetteville's matching funds to $63,338.00 and increase one sworn officer position.

7. **OMI CONTRACT:** A resolution approving Amendment No. 5 to the OMI Contract for operation and management services, Fayetteville Wastewater treatment Plant at a total cost of $3,715,901.00, inclusive of management fees of $88,854.00.

8. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.

9. **MIDDLE SCHOOL:** A resolution approving an agreement with the Fayetteville public Schools for construction of an 8 inch water main from Mount Comfort Road to the Middle School property within the Rupple Road right-of-way.

10. **RUPPLE ROAD CONSTRUCTION:** A resolution authorizing the Mayor to approve a construction contract change order with APAC in the amount of $53,334.70. The change order is for the installation of the proposed 8 inch water main from Mount Comfort Road to the Middle School property.

B. OLD BUSINESS

C. NEW BUSINESS

1. **EGIS CONSULTING:** An ordinance approving an agreement for professional services with EGIS Consulting Inc. regarding the USCOE 404 permit for the Arkansas Research and Technology Park. This contact amount is $27,000.00. A bid waiver is requested.

2. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger.

3. **OPEN BURNING:** An ordinance providing for regulations for open burning within the City of Fayetteville.

4. **XEROX CORPORATION:** A resolution approving a bid waiver and a contract with Xerox Corporation for the purchase of two network Copiers. Replacement of contract for non-networked copiers.

PASSED AND APPROVED this _____ day of ____________, 1999.

APPROVED:

By:_________________________________
Fred Hanna, Mayor

ATTEST:

By:__________________________
Heather Woodruff, City Clerk

CHAPTER 174: SIGNS

§174.01 GENERAL REGULATIONS.

A. Permit Required. It shall be unlawful for any person to erect, repair, alter, relocate or keep within the City any sign or other advertising structure except as exempted herein without first obtaining a sign permit from the Building Inspector.

B. Illuminated Signs. All illuminated signs shall, in addition, be subject to the provisions of the electrical code, and the permit fees required thereunder.

(Code 1991, §158.20; Code 1965, §17B-3(a); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76)

C. Fees. Every applicant, before being granted a permit hereunder, shall pay to the building inspector's office the permit fee set forth in Chapter 159.

(Code 1991, §158.22; Code 1965, §17B-3(c); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 3925, §4, 10-3-95)

D. Maintenance of Premises. All free standing signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

(Code 1991, §158.05; Code 1965, §17B-4(b); Ord. No. 1893, 12-19-72; Ord. No. 2790, 1-18-82)

E. Privilege. All rights and privileges acquired under the provisions of this chapter or any amendments thereto are mere licenses revocable at any time by the City Council and all such permits shall contain this provision.

(Code 1991, §158.24; Code 1965, §17B-3(e); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76)

§174.02 PERMIT APPLICATION/ ISSUANCE.

A. Application. Application for initial sign permits shall be made upon blanks provided by the Building Inspector and shall contain or have attached thereto the following information:

1. Applicant Identification. Name, address and telephone number of the applicant.

2. Location. Location of building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected.

3. Position. Position of the sign or other advertising structure in relation to nearby buildings or structures.

4. Blueprints/Drawings. Two blueprints or ink drawings of the plans and specifications and method of construction and attachment to the building or in the ground.

5. Person Erecting Structure. Name of person, firm, corporation or association erecting structure.

6. Consent of Owner. Written consent of the owner of the building, structure or land to which or on which the structure is to be erected.

7. Electrical Permit. Any electrical permit required and issued for said sign. Application requesting electrical permit for proposed sign must accompany sign application.

8. Other Information. Such other information as the Building Inspector shall require to show full compliance with Code of Fayetteville.

(Code 1991, §158.21; Code 1965, §17B-3(b); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76)

B. Issuance of Sign Permit. It shall be the duty of the Building Inspector, upon the filing of an application for an erection permit, to examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure is in compliance with all the requirements of this chapter and all other laws and ordinances of the City, he shall then issue the erection permit. If the work authorized under an erection permit has not been completed within six months after date of issuance, the said permit shall become null and void.

(Code 1991, §158.23; Code 1965, §17B-3(d); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76)

§174.03 **EXEMPTIONS.** Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for sign permit only, and no sign permit shall be required for the erection of the following signs:

A. Professional Nameplates. Professional nameplates erected flat on walls of building and not exceeding four square feet of display surface area.

B. Building Construction Signs. One on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be eight square feet or less in R Zoning Districts: 32 square feet or less in other zoning districts.

C. Real Estate Signs. On a lot in any district, there may be erected one on-site unanimated real estate sign; provided, when a lot is listed simultaneously with two real estate firms, one such sign per firm shall be permitted. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and, freestanding signs or platform signs shall be set back a minimum of ten feet from the street. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Square Feet)
A	Nonilluminated	32
R, R-O	Nonilluminated	8
P-1, C and I	Nonflashing	32

WEST FORK FACILITY * SEE PRICE SHEETS

Construction Mater.
A. 2. Page 5

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-7	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	**Coarse Lime**	TON		
2	**Abrasives-LS (Grit)**	TON		
3	**1 1/4" Concrete Aggregate**	TON		
4	**3/4" Concrete Aggregate**	TON		
5	**Class 7 Base (SB-2)**	TON		
6	**Fill Material**	TON		
7	**Surge Pile (8" Minus)**	TON		
8	**Rip Rap (Sized Rock)**	TON		
9	**Shot Rock**	TON	SEE	
10	**Superpave**	TON		
11	**TY-2 HM SURF-LS**	TON	ATTACHED	
12	**TY-3 HM SURF-LS**	TON		
13	**TY-2 HM SURF-SS**	TON		
14	**TY-3 HM SURF-SS**	TON		
15	**Premix-Coarse**	TON		
16	**HM Base (Black Base)**	TON		
17	**TY-1 HM Binder**	TON		
18	**TY-2 HM Binder**	TON		
19	Delivery price to City of Fayetteville Corporate City Limits	TON		
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	HAUL TO SOUTH CITY LIMITS		
		AGGREGATE	#2.15	
		RIP RAP	#3.15	
		ASPHALT	#2.45	

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: APAC - ARKANSAS, INC. MCCLINTON ANCHOR DIVISION	PHONE: 587-3300	TAX PERMIT: 58-140-1469	
	BUSINESS ADDRESS: P.O. BOX 1367 240 N. BLOCK STREET	CITY AND STATE: FAYETTEVILLE, AR		ZIP: 72702
	AUTHORIZED SIGNATURE: James A. Cole	TITLE: Vice President Estimating		DATE: 12/9/99

SHARPS FACILITY * SEE ATTACHED PRICE SHEETS

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
2000-7	November 23, 1999	December 16, 1999 at 11:00 a.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	30 DAYS ARO

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
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6	**Fill Material**	TON		
7	**Surge Pile (8" Minus)**	TON		
8	**Rip Rap (Sized Rock)**	TON	SEE	
9	**Shot Rock**	TON		
10	**Superpave**	TON	ATTACHED	
11	**TY-2 HM SURF-LS**	TON		
12	**TY-3 HM SURF-LS**	TON		
13	**TY-2 HM SURF-SS**	TON		
14	**TY-3 HM SURF-SS**	TON		
15	**Premix-Coarse**	TON		
16	**HM Base (Black Base)**	TON		
17	**TY-1 HM Binder**	TON		
18	**TY-2 HM Binder**	TON		
19	Delivery price to City of Fayetteville Corporate City Limits	TON		
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	HAUL TO NORTH CITY LIMITS		
		AGGREGATE	$2.80	
		RIP RAP	$3.80	
		ASPHALT	$3.10	

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: APAC- ARKANSAS, INC. MCCLINTON ANCHOR DIVISION	PHONE: 587-3300	TAX PERMIT: 58-140-1469	
	BUSINESS ADDRESS: P.O. BOX 1367 240 N. BLOCK STREET	CITY AND STATE: FAYETTEVILLE, AR		ZIP: 72702
	AUTHORIZED SIGNATURE: James A. Cole	TITLE: Vice President Estimating		DATE: 12/9/99