

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

*Adjourned
11:00pm*

FINAL AGENDA CITY COUNCIL DECEMBER 3, 2002

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

CONSENT

1. APPROVAL OF THE MINUTES

Passed
Pulled moved to NB #7
193-02
PUBLIC ACCESS: A resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.

183-02
BKD, LLP: A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.

184-02
INSITUFORM TECHNOLOGIES: A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.

185-02
MOTOROLA: A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.

186-02
MERIT ELECTRIC: A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.

187-02
187
⑦ **RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.

188-02
188
⑧ **HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.

189-02
189
⑨ **GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.

190-02
190
⑩ **TRANSPORATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3).

191-02
191
⑪ **FEMA:** A resolution accepting a grant from FEMA in the amount of \$111,508 to purchase protective gear for the Fire Department.

B. OLD BUSINESS

4442
Passed
1. **VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.

4443
Passed
2. **RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.

Left on 2nd reading
3. **RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrell Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.

① Gary Lowrey

② George Reese

③ Dawn Warrick

④ John Knicker - person wandering the park -

⑥ Dawn

⑦ Mel Milholland

⑧ John

44444 passed

4. **RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.

5. **IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the second reading at the November 25, 2002

6. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting.

Tabled to the 1st meeting in JANUARY
C. **NEW BUSINESS**

1. **AUDUBON LEASE:** A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park. *Cost of center about 2 million*
all new resolution

44445 passed

2. **VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.

Left on 2nd reading

3. **RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.

Tabled until 2nd meeting in JANUARY

4. **FRISCO:** A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, Arkansas.

Left on 1st reading

5. **FRANCHISE FEE:** Approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

TABLED
to the 6.
17th of
Dec.

2003 BUDGET: A resolution adopting the proposed 2003 Annual Budget and Work Program.

DDEP- 6 yr old. \$137,500.00 City funds.
2 million of Grant money

- 7
① B. Ackerman
② ? David LaRue
③ Gary Lowery

Passed
AS
Amended
C-7 Public Access

Speaker- David LaRue
Jim Bemas
Marvin Hilton
Gary Dutton
David LaRue
Jim Bemas

Meeting of December 3, 2002

Roll

Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Goody					

Consent

<i>✓</i>	<i>D</i>				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Goody					

*Passed
pulling
Public
Access
off
placing
it under
NPB #7*

Meeting of December 3, 2002

passed Old Bus. VA-02-12 + 02-13.00

	3rd Reading				
Jordan	✓	✓			
Reynolds	✓	✓			
Thiel	✓	✓			
Young	✓	✓			
Marr	✓	✓			
Bechard	✓	✓			
Davis	✓	✓			
Santos	✓	✓			
Coody					

Jordan					
Reynolds					
Thiel					
Young					
Marr					
Bechard					
Davis					
Santos					
Coody					

Meeting of December 3, 2002

R2N 02-34	1 st reading	3 rd + final	passed
Jordan	✓	✓	✓
Reynolds	✓	✓	✓
Thiel	✓	✓	✓
Young	✓	✓	✓
Marr	✓	✓	✓
Bechard	✓	✓	✓
Davis	✓	✓	✓
Santos	✓	✓	✓
Coody			

R2N 02-37	2 nd reading	3 rd + final	
Jordan	✓		
Reynolds	✓		
Thiel	✓		
Young	✓		
Marr	✓		
Bechard	✓		
Davis	✓		
Santos	✓		
Coody			

Just
Turned
Recorder
on

Water
Park
left on
2nd reading

Meeting of December 3, 2002

Old Bus.

Passed

RZN 02-38	2 nd Reading	3 rd Reading	final
Jordan	✓	✓	✓
Reynolds	✓	✓	✓
Thiel	✓	✓	✓
Young	✓	✓	✓
Marr	✓	✓	✓
Bechard	✓	✓	✓
Davis	✓	✓	✓
Santos	✓	✓	✓
Coody			

Old Bus

Tabled to next meeting

IMPACT FEES	3 rd Reading		
Jordan	✓	✓	
Reynolds	✓	✓	
Thiel	✓	✓	
Young	✓	✓	
Marr	✓	✓	
Bechard	✓	✓	
Davis	✓	✓	
Santos	✓	✓	
Coody			
Public Comment			

- ① Mary Lowery
- ② Bill Burkhardt
- ③ Mary Lowery

Working session
12-11-02 + wed
5:00 Impact Fee

Mon
12-16-02
Norm Comm,
5:00

Meeting of December 3, 2002

Old Bus.

Old Missouri					
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Marr	Abstain				
Bechard	✓				
Davis	✓				
Santos	✓				
Coody					
Public Comment.					

① Gary Lowery
② Kit Williams

③ Brenda Thiel
④ Kit
⑤ Brog B.

Jordan					
Reynolds					
Thiel					
Young					
Marr					
Bechard					
Davis					
Santos					
Coody					

Meeting of December 3, 2002

N.B.

C-14	Audubon Negotiation			
Jordan	(2) ✓			
Reynolds	✓			
Thiel	(1) ✓			
Young	✓			
Marr	✓			
Bechard	✓			
Davis	✓			
Santos	✓			
Coody				

V A-02-14	1 st	2 nd	3 rd		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Marr	✓	✓	✓		
Bechard	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Coody					

Meeting of December 3, 2002 1st

2nd

3rd

RZN 2-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 + 32.00

Left on
second
reading

RZN 2-18.00 to 32.00					
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Coody					

Jordan					
Reynolds					
Thiel					
Young					
Marr					
Bechard					
Davis					
Santos					
Coody					

Meeting of December 3, 2002

Res.

Frisco					
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Coody					

Table
to
2nd meeting
in Jan.

\$1268 M.

Ord 1st 2nd 3rd

Franchise Fee:					
Jordan					
Reynolds					
Thiel					
Young					
Marr					
Bechard					
Davis					
Santos					
Coody					

Left
on
1st
reading

Meeting of December 3, 2002

2003

Res.

Budget			Cyrus Young		
Jordan	✓		✓ made motion to		
Reynolds	✓		VOTE TO		
Thiel	✓		TABLE		
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Goody					

PUBLIC ACCESS-Res (JAN 1 thru JAN 31-)

			services		
Jordan	✓		✓ extend for 1 month		
Reynolds	✓		✓ Amendment to Res		
Thiel	✓		✓		
Young	✓		✓		
Marr 2 nd motion	✓		✓		
Bechard	✓		✓		
Davis 1 st motion	✓		✓		
Santos	✓		✓		
Goody					

Adjourned
11:00 PM

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

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

CONSENT

APPROVAL OF THE MINUTES

ANIMAL SHELTER: A resolution awarding a contract to Airworks for the renovation of the HVAC system at the Fayetteville Animal Shelter in the amount of \$24,050, plus a 5% contingency amount of \$1,203, for a total amount of \$25,253; and approval of a budget adjustment.

RESOLUTION 166-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SUPERIOR INDUSTRIES: A resolution approving a pass through grant agreement.

RESOLUTION 167-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CRUSE UNIFORMS: A resolution awarding Bid 02-62 for Raingear to CruseUniforms.

RESOLUTION 168-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PERSIMMON PLACE: A resolution accepting money in lieu of land dedication for Persimmon Place Subdivision.

RESOLUTION 169-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT GRANT: A resolution approving two grant applications from the Arkansas Department of Aeronautics and an amendment to Department of Aeronautics, Grant No. 1877-02, for additional funding for construction of executive aircraft hangar apron south of the terminal building and entrance road relocation. Total of grant funding request is \$205,782 and approval of a budget adjustment.

RESOLUTION 170-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BAYYARI PARK: A resolution awarding Bid No. 02-59 to R.J.R. Enterprises for playground equipment and installation at Bayyari Park in the amount of \$38,000.

RESOLUTION 171-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Jordan moved to approve the consent agenda. Alderman Bechard seconded. The motion carried unanimously.

OLD BUSINESS

DEVELOPMENT PLANS AND PERMIT: An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville, to provide a date certain for the expiration of approved development plans and permits. The ordinance was left on the second reading at the October 15, 2002 meeting.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4431 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

1865 HANSHEW STREET: A public hearing to consider the raze and removal of a house located at 1865 Hanshew Street.

Mr. Hugh Ernest stated the work that needed to be done on the site had been done. He saw no reason to continue with this item.

NO ACTION TAKEN. THE ITEM WAS REMOVED FROM THE AGENDA.

MARTIN LUTHER KING, JR. STREET: A resolution to change the name of 6th Street to Martin Luther King, Jr. Street.

Mayor Coody read a resolution proposing to make 6th Street Honorary Martin Luther King, Jr. Boulevard. This would not require the property owners to change their addresses, but would still acknowledge MLK.

Alderman Reynolds stated he had spoken with several people that thought Razorback Street would be a better street to rename.

Mayor Coody did not believe the University would be willing to change the name of Razorback Street.

Alderman Bechard stated he fully supported the Mayor's proposal to make 6th Street Honorary Martin Luther King, Jr. Boulevard.

Mr. Gary Lowery, an area resident, stated according to the city council's policies, street name changes were to go thorough the Planning Commission first. He suggested that they follow their own policy and procedures.

Mr. Jack Meadows, an area resident, stated if they wanted to honor the man they could pick a better street, one with better scenery.

Mr. David Garcia, an area resident, stated he was in favor of honoring MLK, but he felt they should change the name of the street rather than making it an honorary designation. He thought this item should go through the full process.

Alderman Santos moved to table the item to the next meeting. Alderman Marr seconded. The motion carried unanimously.

Mrs. Edith Hawkins, MLK Committee, stated they had identified historical areas within their city which would memorialize Martin Luther King.

Mr. Farrell stated he was concerned about the lack of input from citizens on an alternative street. He suggested they consider Garland Street.

THE ITEM WAS TABLED.

CRYSTAL SPRINGS: A resolution amending Resolution 153-02 to exempt that portion of the 600' buffer strip north of Clabber Creek lying west of Deane Solomon Road and to authorize the sale of such property.

Mayor Coody stated this connection had been planned for years. They were asking the council to exempt the street right-of-way from the buffer strip.

Mr. Tim Conklin, Planning Director, stated the plat for Crystal Springs was currently in process and had been held up until the issue was resolved on the buffer. The developer had purchased property in 1995 from the golf course in efforts to meet the city's requirement for connecting to Deane Solomon. They have been working over the years to make sure that they provide alternative ways in and out of the subdivision. In 1995 the Planning Commission required the developer to find a way to connect to Deane Solomon as a condition of approval.

In response to questions from Alderman Thiel, Mr. Conklin stated the developer had requested to purchase the city's land so that he could plot lots to sell in order to help pay for the cost of the street. If the city did not allow the connection to Deane Solomon, then the subdivision would have to be redesigned. Most likely there would be a cul-de-sac.

Alderman Young stated there were two questions. The first was did they allow the connection to Deane Solomon. The second question was did they sell the property.

Mr. Williams read the resolution.

Mr. Williams stated if the city were to sell the land it would still go through their process. This was not an offer and acceptance. The resolution was authorizing the Mayor to negotiate the sell of the land.

Alderman Santos moved to remove Section 2 from the resolution. Alderman Thiel seconded. The motion carried unanimously.

Mr. Mel Milholland, Milholland Engineering, stated this project had begun in the 1990's at the direction of the Planning Commission they had modified their plans and purchased additional land to accommodate the city's requirements. They had acted in good faith. He asked if the city would consider a cost share across the city's portion of the land or allow them to purchase the property.

Alderman Marr asked if this would be the only change to the buffer zone.

Mayor Coody stated this would not be the last one. The buffer zoned had been approved the first night that it was brought forward. The staff had not had a chance to look at it. There was also a sewer line that crossed the land and Trucker's Drive was on their Master Street Plan.

Alderman Reynolds stated he had been on the Planning Commission when this project came through. They needed that access for safety.

Mr. McKinney stated if the task force had known about these issues they would have considered them. They did not know about the access requirement for Crystal Springs when they developed buffer zone.

Mr. Gary Lowery, an area resident, stated the city needed to begin to think forward. They needed to widen their streets and make the developers build the roads.

Ms. Andrea Radwell, an area resident, stated the task force had not been told about these issues. She expressed concern about the sewer line disturbing the Arkansas Darter.

Mr. Jim Bemis, an area resident, stated there was a lot of activity going on the north. He suggested they take more time to consider this issue. This proposed street would turn into a collector street running by the school.

Ms. Fran Alexander, an area resident, stated when they were discussing the sale of the lots, the eleven acres was designated as industrial for the business park that was what the public thought it would be. When they start discussing changing the use of the land and making it residential the public has not been told that the use has changed.

Mr. David Garcia, an area resident, stated there was an issue of trust that he was having a lot of difficulty with. He asked them not to approve the resolution tonight. He did not like surprises. He questioned why the task force had not been told about these issues.

Ms. Jennifer Price, an area resident, stated the home owners association was concerned about the road. They would like to see the connection. They were concerned about the additional cars going past the school. They were also concerned about the fact that the proposed street was straight. They would like to see alternatives to keep people from using this as a through street, increasing the speed.

Mr. Jeff Bailer, an area resident, stated they were concerned about the increased traffic coming past the school. He would like to see the city work with the developer and make the connection.

Ms. Shay Laster, an area resident, stated this street connection would be a real issue down the road when it becomes a collector between Deane Solomon and Salem. She suggested that they improve Deane Solomon also. She believed it was a dangerous street.

Alderman Thiel moved to table the item until the next meeting. Alderman Jordan seconded. The motion carried unanimously.

THE ITEM WAS TABLED.

SOLID WASTE CLERK: A resolution eliminating the part-time clerk position and creating a full-time clerk position in the Solid Waste division.

Mayor Coody stated the department had so many calls coming in that they could not handle them.

In response to questions from Alderman Marr, Ms. Carol Hill stated they were using the Hansen system, but they still needed to have one on one contact with customers, as their business increased in the roll-off sector their need would be increased.

Alderman Davis stated he could not support this because of the money they had spent on Hansen.

Alderman Young stated the council had voted to automate, now they want a full time position. They needed to stick to their path.

Mr. Gary Lowery stated they needed the staff in this department.

Alderman Santos moved to approve the resolution. Alderman Reynolds seconded. The motion failed by a vote of 2-6, Santos and Reynolds voting yea.

PLANNING COMMISSION APPEAL: An appeal of a Planning Commission decision regarding LSD 02-21.

Mr. Hugh Ernest read a statement regarding the appeal of the Planning Commission's decision. He recommended that the City Council approve the appeal.

Mr. Anshem Behim, an area resident, stated he was concerned about the lighting and the possibility of drivers being blinded when coming off the I-540 exit.

In response to questions regarding lighting, Mr. Don Nelms stated the light intensity was going to be less than the existing lighting. This was not his project. He was leasing the land, however, they were willing to meet the future standards, not the existing standards.

Alderman Young asked Mr. Nelms if they were in agreement with the conditions of approval.

In response to questions, Mr. Conklin stated it was their understanding that the area would be used for storage and over flow.

Alderman Davis moved to approve the appeal subject to the conditions of approval. Alderman Bechard seconded. The motion carried unanimously.

RESOLUTION 172-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PLANNED ZONING DISTRICT: An ordinance establishing zoning district that permit the combination of development and zoning review into a simultaneous process and to eliminate Section 166.06 Planned Unit Development.

Mr. Williams read the ordinance.

Ms. Shelly Rushing, Associate Planner, explained the major points in the proposed ordinance.

THE ORDINANCE WAS LEFT THE FIRST READING.

VA 02-5.00: An ordinance approving vacation request VA 02-5.00 as submitted by the City of Fayetteville for property located at 302 W. Prospect. The request is to vacate a section of the utility easement.

Mr. Williams read the ordinance.

Alderman Jordan moved to suspend the rules and move to the second reading. Alderman Santos seconded. The motion carried unanimously.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4432 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VA 02-11.00: An ordinance approving vacation request VA 02-11.00 as submitted by the City of Fayetteville for property located at 3868 Sunbest Drive. The request is to vacate a section of street right of way.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded. The motion carried unanimously.

Mr. Williams read the ordinance.

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

ORDINANCE 4433 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DEBT MANAGEMENT POLICY: A resolution approving the City of Fayetteville Debt Management Policy.

Alderman Young stated he would like the see some of the "should" changed to "shall".

Mr. Steve Davis stated the State constitution had changed to allow them to do short term financing. Part of the policy was to give city staff direction and guidelines on what the council would like to see in terms of short term financing capability.

Alderman Young moved to amend the policy to reflect his proposed changes. Alderman Santos seconded. The motion carried unanimously.

Alderman Marr moved to approve the resolution. Alderman Bechard seconded. The motion carried unanimously.

RESOLUTION 173-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

REPLACEMENT FUND: An ordinance repealing Ordinance No. 1085 and establishing a replacement and disaster recovery fund.

Mr. Williams read the ordinance.

Mr. Davis stated the 1.1 million dollars that was in excess of the disaster recovery account was envisioned to be used to replace police and fire vehicles.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

GENERAL FUND: A resolution approving the policy to set a minimum General Fund Balance requirement.

Alderman Jordan moved to approve the resolution. Alderman Davis seconded. The motion carried unanimously.

RESOLUTION 174-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

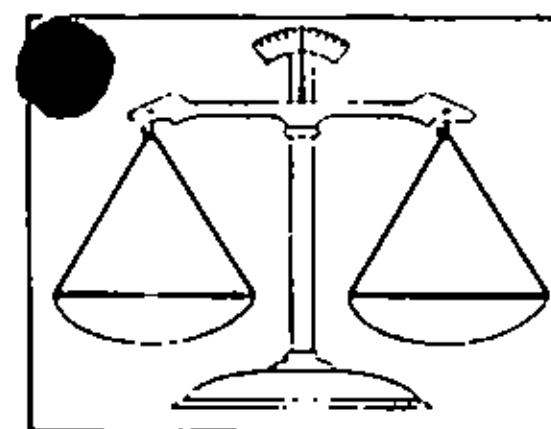
The meeting adjourned at 11:45.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', with a long, sweeping horizontal line extending to the right.

DATE: December 4, 2002

RE: **Passed Ordinances and Resolutions from City Council
meeting of December 3, 2002**

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

1. **BKD, LLP:** Resolution approving contract amendment to contract with BKD, LLP in amount of \$6,000 for additional audit costs;
2. **Instituform Technologies:** Resolution awarding construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of first term in amount of \$308,250 with contingency of \$30,000 and approval of second term in amount of \$308,250 with contingency of \$30,000, contingent upon approval of 203 budget including sewer rehabilitation project contained therein;

3. **Motorola:** Resolution approving radio maintenance contract in amount of \$93,965.48 to Motorola;
4. **Merit Electric:** Resolution approving a contract with Merit Electric for installation of new ball field lighting at Lake Fayetteville Softball Complex in amount of \$256,000 with project contingency of \$38,400 for total cost of \$294,400 along with approval of budget adjustment;
5. **Ripple Road:** Resolution awarding construction contract in amount of \$753,920.40 to Red Deer, Ind. for construction of Ripple Road from Wedington Drive to Donald W. Reynolds Boys and Girls Club; approval of contingency in amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities and approval of budget adjustment;
6. **Holiday:** Resolution adding one additional holiday to City's benefit package in accordance with Hay Group's Benefit Analysis Report;
7. **Group Benefits:** Resolution approving contract for employee group benefits for 2003;
8. **Transportation Enhancement:** Resolution in support of Transportation Enhancement Act 2003 (TEA-3);
9. **FEMA:** Resolution accepting grant from FEMA in amount of \$111,508 to purchase protective gear for Fire Department;
10. **VA 02-12.00 and 02-13.00:** Ordinance approving vacation request as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street; request is to vacate a drainage easement;

11. **RZN 02-34.00:** Ordinance approving rezoning request as submitted by Mel Milholland on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive; property is zoned A-1, Agricultural and contains approximately 2.8 acres; request is to rezone to R-1, Low Density Residential;
12. **RZN 02-38.00:** Ordinance approving rezoning request as submitted by Alan Reid on Behalf of Betty Ruble for property located at 625 N. 54th Avenue; property is zoned A-1, Agricultural and contains approximately 2.12 acres; request is to rezone to R-1, Low Density Residential;
13. **Audubon Lease:** Resolution authorizing City of Fayetteville to negotiate an agreement with the National Audubon Society for property located within the Wilson Springs Business Park
14. **VA 02-14.00:** Ordinance approving vacation as submitted by Karan Sander for property located at 1385 Wimbledon Place; request is to vacate section of utility easement;
15. **Public Access:** Resolution accepting contract for public access television services from January 1, 2003 until January 31, 2003.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL DECEMBER 3, 2002

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. APPROVAL OF THE MINUTES *11/5/02*
2. PUBLIC ACCESS: A resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.
3. BKD, LLP: A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.
4. INSITUFORM TECHNOLOGIES: A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.
5. MOTOROLA: A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.
6. MERIT ELECTRIC: A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.

7. **RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.
8. **HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.
9. **GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.
10. **TRANSPORATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3).
11. **FEMA:** A resolution accepting a grant from FEMA in the amount of \$111,508 to purchase protective gear for the Fire Department.

B. OLD BUSINESS

1. **VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.
2. **RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
3. **RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrall Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.

4. **RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
5. **IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the second reading at the November 25, 2002
6. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting.

C. NEW BUSINESS

1. **AUDUBON LEASE:** A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park.
2. **VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.
3. **RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.
4. **FRISCO:** A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, Arkansas.
5. **FRANCHISE FEE:** Approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

6. **2003 BUDGET:** A resolution adopting the proposed 2003 Annual Budget and Work Program.

CITY OF FAYETTEVILLE
 TRAFFIC DIVISION 575-8228
 Volume by Lane Report - D1121001.PRN

22:25 Pg 1

-2002

Sta: 242200000000 Id: 112102000000 Cid: 01 Pnt: 000 - Imperial Int: 60 Min.
 Start: Thu - Nov 21, 2002 at 00:00 End: Fri - Nov 22, 2002 at 24:00
 City/Town: FAYETTEVILLE County: WASHINGTON
 Location: PUTNALL SOUTH OF NB 6TH ST RAMP File: D1121001.PRN
 Lal-North

Thu - Nov 21, 2002

Lane	1	Total
01:00	43	43
02:00	12	12
03:00	22	22
04:00	45	45
05:00	57	57
06:00	97	97
07:00	137	137
08:00	206	206
09:00	187	187
10:00	159	159
11:00	180	180
12:00	203	203
13:00	209	209
14:00	203	203
15:00	231	231
16:00	352	352
17:00	280	280
18:00	267	267
19:00	153	153
20:00	106	106
21:00	88	88
22:00	94	94
23:00	70	70
24:00	47	47
Daily Totals	3448	3448
Percentages	100.00	

22 2-37.00

CITY OF PAYETTEVILLE
TRAFFIC DIVISION 575-8228
Volume by Lane Report - D1121001.PRN

11-25-2002

22:23 Pg 2

Sta: 242200000000 Id: 112102000000 Cld: 01 Pmt: 000 - Imperial Int: 60 Min.
Start: Thu - Nov 21, 2002 at 00:00 End: Fri - Nov 22, 2002 at 24:00
City/Town: PAYETTEVILLE County: WASHINGTON
Location: PUTRALL SOUTH OF NB 6TH ST RAMP File: D1121001.PRN
Ln1-North

Station Data Summary
.....

Lane	1	Total
Grand Totals	3448	3448
Percentages	100.00	

Am/Pm Peak Hour Totals
.....

Lane	1	Total
Am Hour 7-8	206	206
Percentages	5.97	5.97
Pm Hour 15-16	352	352
Percentages	10.21	10.21

Title corrected to read "negotiate".
9/6/00

RESOLUTION NO. _____ (Final Version)

A RESOLUTION TO AUTHORIZE THE CITY OF
FAYETTEVILLE TO NEGOTIATE AN AGREEMENT
WITH THE NATIONAL AUDUBON SOCIETY FOR PROPERTY
WITHIN THE WILSON SPRINGS BUSINESS PARK

WHEREAS, the City of Fayetteville is committed to preserve open space and areas of ecological and scenic importance, to protect water quality and wetlands, and to provide recreational opportunities for its citizens; and

WHEREAS, the City of Fayetteville owns about 289 acres known as Wilson Springs Business Park; and

WHEREAS, Audubon Arkansas as agent for the National Audubon Society has approached city officials and members of the City Council regarding its desire to lease Wilson Springs Business Park property for nature based education, habitat restoration and wildlife conservation purposes; and

WHEREAS, Audubon Arkansas and the National Audubon Society desire to establish an "Important Bird Area" in the Wilson Springs Business Park, and at some point in the future construct an Audubon nature center on or near Wilson Springs Business Park; and

WHEREAS, the City of Fayetteville plans to develop approximately 70 acres of Wilson Springs Business Park for commercial purposes.

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

Section 1. That the Mayor of Fayetteville is authorized to negotiate with Audubon Arkansas as agent of the National Audubon Society for a lease agreement with the National Audubon Society for property in the Wilson Springs Business Park, in the amount of about 219 acres in order to provide education, conservation, and recreation uses of the property.

DRAFT

Section 2. That the City of Fayetteville, Arkansas will attempt to expand city ownership or control of property upstream and downstream of Wilson Springs Business Park along Clabber Creek and its tributary streams, where feasible, for education, conservation, birding and recreation uses, thereby minimizing adverse environmental impacts on property to be leased to Audubon Arkansas.

PASSED and APPROVED this the 3rd day of December, 2002.

APPROVED:

By: _____

DRAFT
DAN COODY, Mayor

ATTEST:

By: _____

Heather Woodruff, City Clerk

922
FRISCO
AVENUE

FAYETTEVILLE

RECEIVED
AUG 07 2002
COMMUNITY

THE CITY OF FAYETTEVILLE, ARKANSAS

August 6, 2002

Mr. Charles J. Jordan
922 N. Fisco Avenue
Fayetteville, AR 72701

RE: Property at 922 N. Fisco Avenue
Fayetteville, AR
WC Parcel #765-08496-000

Dear Mr. Jordan:

On April 3, 2002 you were given a violation notice for "95.01 Unsightly or Unsanitary Conditions on real property." You were given the required 20 days to correct the violation(s), or until July 22, 2002.

When the violation(s) were not corrected in the required timeframe, a crew and equipment from the Solid Waste Department proceeded to clean up the subject address. Attached please find a copy of the breakdown of vehicles and equipment together with labor and items cleared from the property. The cost of this cleanup was \$1,177.57.

According to regulation 95.02 (a copy of which is attached) you have thirty (30) days from the date of this bill to pay the above mentioned amount or a lien will be filed against your property. This would give you until September 6, 2002 to reimburse the City for cleaning up this property. We would expect your prompt response to this request.

If you need any further information please contact Don Hancock in Community Code Enforcement at (479) 575-8270.

Sincerely,



Hugh Earnest
Urban Development Director

c.c.: Kit Williams, City Attorney
Don Hancock, Code Enforcement
Dan Coody, Mayor

**922 North Frisco
Cleanup Costs
July 25, 2002**

Vehicles:		\$ 315.00
1 Rear Loader		
Pickup & Trailer		
Bulk Boom Truck		
Labor:		562.50
1 Crew Leader		
4 Drivers		
Items Cleared From Property:		237.00
1 Water Heater	\$ 9.00	
4 Dishwashers	36.00	
1 Stove	9.00	
4 Refrigerators	120.00	
2 Dryers	18.00	
1 Metal Sink	9.00	
4 Containers of various items	36.00	
Disposal: 2.16 Tons		63.07
Total cost of cleanup		\$1,177.57

CHAPTER 95: HEALTH AND SANITATION

Section

95.01	Unightly or unsanitary conditions on real property; order and notice to correct
95.02	Abatement by city; costs responsibility of owner
95.03	Enforcement of lien; notice
95.04	Public nuisance; abatement
95.05	Regulation of smoking in certain public places
95.99	Penalty

§ 95.01 Unightly or unsanitary conditions on real property; order and notice to correct.

(A) The mayor, or his duly authorized representative, is hereby authorized to order the owner of any real property within the city to cut weeds and grass growing thereon, remove garbage, rubbish and other unsanitary and unsightly articles and things therefrom and eliminate, fill up or remove any stagnant pool of water or any other unsanitary thing, place or condition on such property which might become a breeding place for mosquitoes, flies and germs harmful to the health of the community. Whenever any such condition is found to exist, the mayor, or his duly authorized representative, shall give the owner of the property written notice to perform such acts within 20 days. In case the owner of the property is unknown or his whereabouts is not known or he is a nonresident of this state, a copy of the written notice shall be posted upon the premises.

(B) It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.
(Code 1965, § 11-1; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69)

Cross reference—Penalty, § 95.99.

§ 95.02 Abatement by city; costs responsibility of owner.

If the conditions described in a notice given pursuant to § 95.01 are not removed or corrected within 20 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.

(Code 1965, 11-2; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79)

Cross reference—Penalty, § 95.99.

§ 95.03 Enforcement of lien; notice.

(A) The lien herein provided for may be enforced and collected in either one of the following manners:

- (1) The lien may be enforced at any time within 18 months after work has been done, by an action in the chancery court; or
- (2) The amount of the lien herein provided may be determined at a hearing before the city council held after 30 days' written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the city council shall be subject to appeal by the property owner in the chancery court; and the amount so determined at said hearing, plus 5% penalty for collection, shall be by the city council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less 3% thereof, when so collected shall be paid to the city by the county tax collector.

(Code 1965, § 11-3; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79; Ord. No. 2922, 5-17-83)

(B) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the city clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or nonresidence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem shall be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.

(Code 1965, § 11-3.1; Ord. No. 2557, 9-4-79)

§ 95.04 Public nuisance; abatement.

(A) It shall be unlawful for the owners, occupants, tenants, or lessees of any dwelling or place of business to allow garbage, trash or other litter to accumulate on his premises, or to place or cause to be placed paper, cardboard or other litter in such manner as to cause unsightly or unsanitary conditions in the city.

Accounts Receivable Request

7-Aug-02

Requested by Kay Swanner

Bill To: Customer Number New Account
 Account Name Mr. Charles J. Jordan
 Attention _____
 Address 922 N Fisco Avenue
Fayetteville, AR 72701

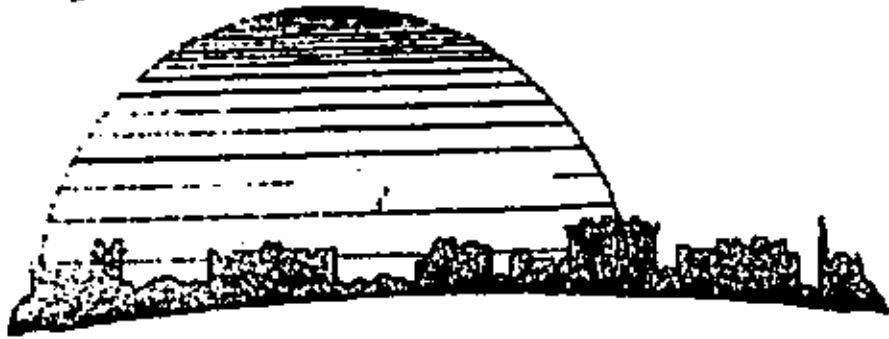
Is this a change of adress: YES NO

Description (optional) Property located @ 922 N Fisco Avenue

<u>Rate Code</u>	<u>Item</u>	<u>Quantity</u>	<u>Per Unit Price</u>	<u>Extended Cost</u>	<u>G/L Account Number</u>
<u>1</u>					
<u>9999</u>	<u>Clean-up at 922 Fisco Ave</u>	<u>1</u>	<u>\$1,177.57</u>	<u>\$1,177.57</u>	<u>5500-0950-6999-00</u>
	<u>job</u>				
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					
<u>6</u>					
<u>7</u>					
<u>8</u>					

INVOICE TOTAL \$1,177.57

Description/Message (optional) _____



HELPING TO BUILD A BETTER COMMUNITY

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
479- 575- 8232 Fax 479- 444-3445

VIOLATION NOTICE

July 16, 2002

CASE NO.

Owner: Charles J Jordan
922 N Fisco Ave
Fayetteville, AR 72701

RE: Property @ 922 N Fisco Ave, Fayetteville, AR
WC Parcel# 765-08496-000

Dear Mr. Jordan

On April 3, 2002 you were given a violation notice for "95.01 Unsightly or Unsanitary Conditions on real property". The notice stated you had 20 days to correct the violation(s). The violations have not been corrected. Violations must be corrected by, Monday, July 22, 2002, 5:00 PM.

§ 95.01 Unsightly or unsanitary conditions on real property.

**Corrections required: Remove all trash and debris from property
Dispose of per City Ordinance**

If the violations are not corrected by this date the City will correct the violations and bill you for the cost. If you fail to pay the cost within thirty (30) days from the date of the billing, the City will file a lien against your property. Please call (479) 575-8270 if you have questions or need further information.

Sincerely,

Don Hancock
Code Enforcement
Project Coordinator

95.01 Trash VIOLATION NOTICE Hansen



in drive
to South



from
across
st.
looking
East

422 Frisco



From
drive,
to
East



From
across
street,
to east

922 Frisco

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

mail 4-4
w/ord's

CODE ENFORCEMENT OFFICERS VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Jordan Charles T.
LAST FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation:

on Wednesday the 3rd day of April, 192002 at 3:30 a.m./p.m.

at 922 N. Frisco Ave.

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance
As Amended by City Ordinance No. _____

SECTIONS	GENERAL
151.20	Building Code
152.35	Electrical Code
157.01	Plumbing & Gas
158.05	Sign Code
166-415 164.08	Zoning Code
95.01	Health & Sanitation
155.01	Housing
98.07	R-O-W
98.04	Sidewalks
95.04	Public Nuisance

95.01. Unsanitary or unsanitary conditions on
real property.

164.08. Parking and storage of certain
vehicles.

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Remove all junk debris, tires, appliances and trash;
Remove all inoperable or unlicensed vehicles

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN § 50c above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 20 days from receipt 4-20-02 THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Leiton Harrison Property Inspector DATE 4-3-02

SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

COMPLAINT FORM

NATURE OF
COMPLAINT:

Charlie Jordan has opened a junkyard within
city limits, illegally for years. Can't the city enforce
the law and have this property cleaned-up. It's unsightly,
and a disgrace to our city.

NAME OF PROPERTY OWNER:

Charlie Jordan - I believe

ADDRESS OF COMPLAINT:

922 FRISCO AVE

The following information would be of assistance in correcting the problem.

YOUR NAME:

ADDRESS:

Fayetteville, 72701

PHONE NUMBER:

DATE:

3/28/02

SIGNATURE:

Return form to: Inspection Division, 113 W. Mountain, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

Received
DATE REVIEWED: 3-29-02 DATE CORRECTED:

ACTION TAKEN: 3-29, 8:45A - with D.T., P.H. look & Pix, spoke
w/individual on site who stated he is working for C. Jordan, stated
dumpsters will be coming soon for cleanup. Advised him to tell
C.J. to get done ASAP or sooner. No tolerance will be given
in future, if Viol. not abated will send to prosecutor.

4-4-02, Viol. mailed to C. Jordan.

4-6-02, Viol. rec'd by C. Jordan. R/I 4-26

4-26, 1000 A - cleanup underway, but much still to do, (reportedly rep'd by Arvost 4-19)
(Arvost @ Barryville - 870-423-2575)

5-3, 11:45A - more cleanup done, pile of bulk items at lot marked for city pickup.
V/SW, Diane says sched. for 6-12-02

COMPLAINT FORM

NATURE OF
COMPLAINT:

There's an illegal trash dump on FRISCO Ave.
this pile of garbage has been there since last spring. the
owner has promised to remove it, but it hasn't happened.
these actions degrade our property values and quality of life.

NAME OF PROPERTY OWNER:

UNKNOWN - Lives near Molly Ct. and Adams

ADDRESS OF COMPLAINT:

North end of FRISCO Ave; between STREET and
RAILWAY.

The following information would be of assistance in correcting the problem.

YOUR NAME:

ADDRESS:

FAYETTEVILLE, 72701

PHONE NUMBER:

601-725

DATE:

3/27/02

SIGNATURE:

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

COMPLAINT FORM

NATURE OF

COMPLAINT:

cd like to inquire about the rules
regarding trash/junk piles within city
limits. I noticed this house with junk
everywhere while taking a detour off Hwy.

NAME OF PROPERTY OWNER:

?

ADDRESS OF COMPLAINT:

NORTH END OF FRISCO AVE

The following information would be of assistance in correcting the problem.

YOUR NAME:

STEPHEN BAIRD

ADDRESS:

FAYETTEVILLE AR 72701

PHONE NUMBER:

DATE:

3/24/02

SIGNATURE:

Stephen Baird

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

COMPLAINT FORM

NATURE OF
COMPLAINT:

While I was directed from Grogg one day the Detour took me
by Frisco + There was a junk yard in the middle of town. I would
think that there is some sort of Ordinance against something of this magnitude

NAME OF PROPERTY OWNER:

UNKNOWN

ADDRESS OF COMPLAINT:

North End of FRISCO Ave

The following information would be of assistance in correcting the problem.

YOUR NAME: John Wells

ADDRESS: Fayetteville AR 72703

PHONE NUMBER:

DATE: 3-22-02

SIGNATURE:

John Wells

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

Untitled

Mike,

I would like to file an anonymous complaint about a trash-dump property in Fayetteville. Is it possible to remain "anonymous" and can a complaint be filed via email? I have attached a map of the parcel of land in question. I have not researched the owners name, but can if I need to do so. I do not believe the property owner lives, on-site, because I think the home is a rental but the adjacent "collection of stuff" is associated with some sort of "salvage business", I believe.

It may not be visible in the attached map, but there are old refrigerators and appliances on-site with at least 3 "dead" cars loaded with trash.

Can the City ask this property owner to clean up the lot? I don't have a copy of the code, but Tim Conklin mentioned that "dead cars", applicances, and piles of brush are not permitted. Is this so?

The parcel of land is located on Frisco Ave and is also across the street from a large pile of brush (the same location of the infamous trash pile from last spring, that's owned by a guy around the corner).

thanks for your time and efforts regarding this matter



Fayetteville, AR - Fayetteville

0

0.034mi

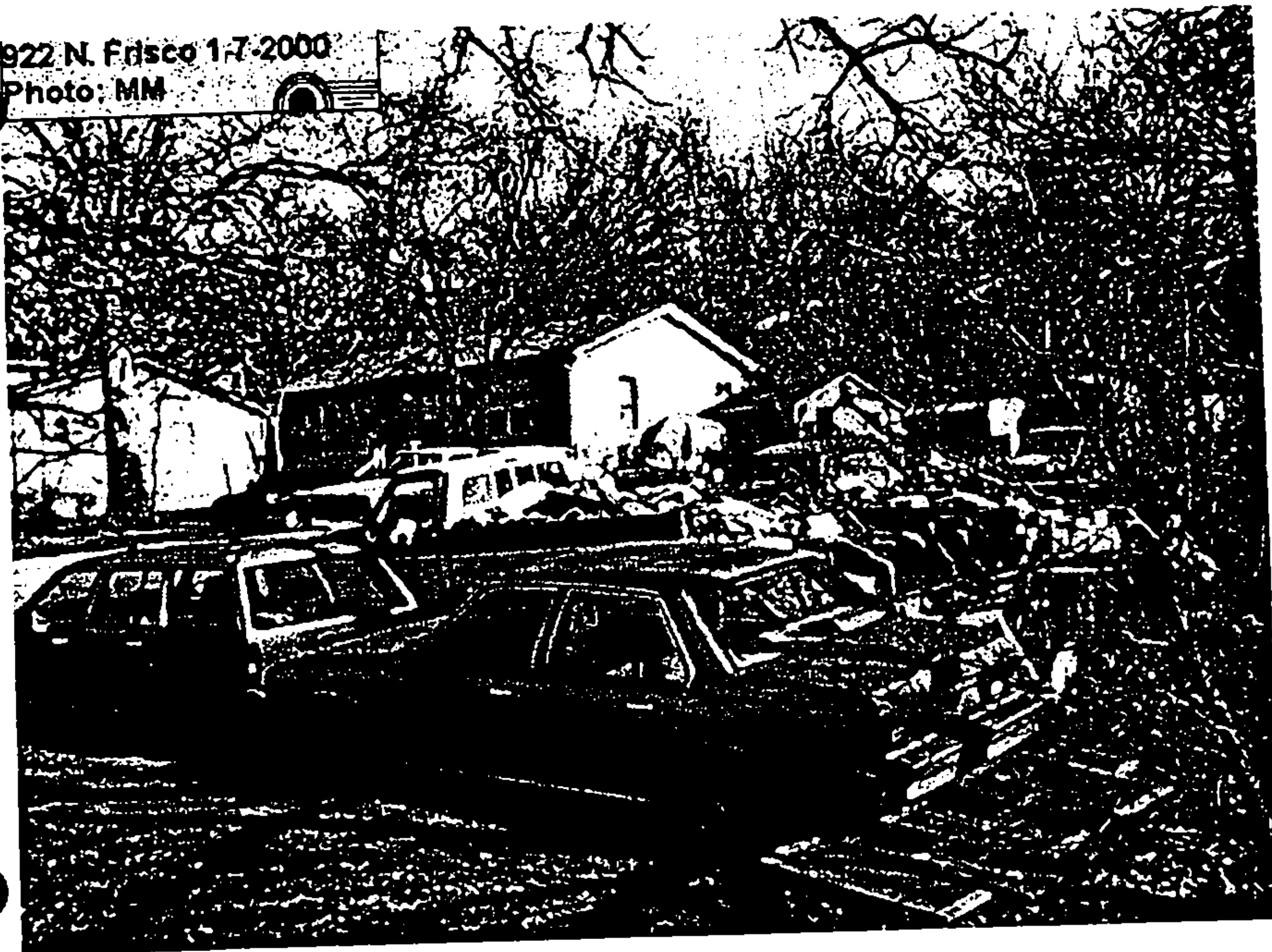
922 Frisco Ave

Charlie Jordan

DATE	REMARKS
2-28-00	Trash / Vehicles : yard is full of non licensed cars + Trucks + junk.
	Sent 2 nd letter to Mrs Jordan with Copy of 9501 Unsanitary + unsightly conditions
4-6-00	Some improvements being made, trees have been removed, owner is talking about putting up fence DT.
4-18-00	DT Work in progress Trash being removed slowly.

922 N. Frisco 1-7-2000

Photo: MM



922 N. Frisco 1-7-2000

Photo: MM



922 N. Frisco 1-7-2000

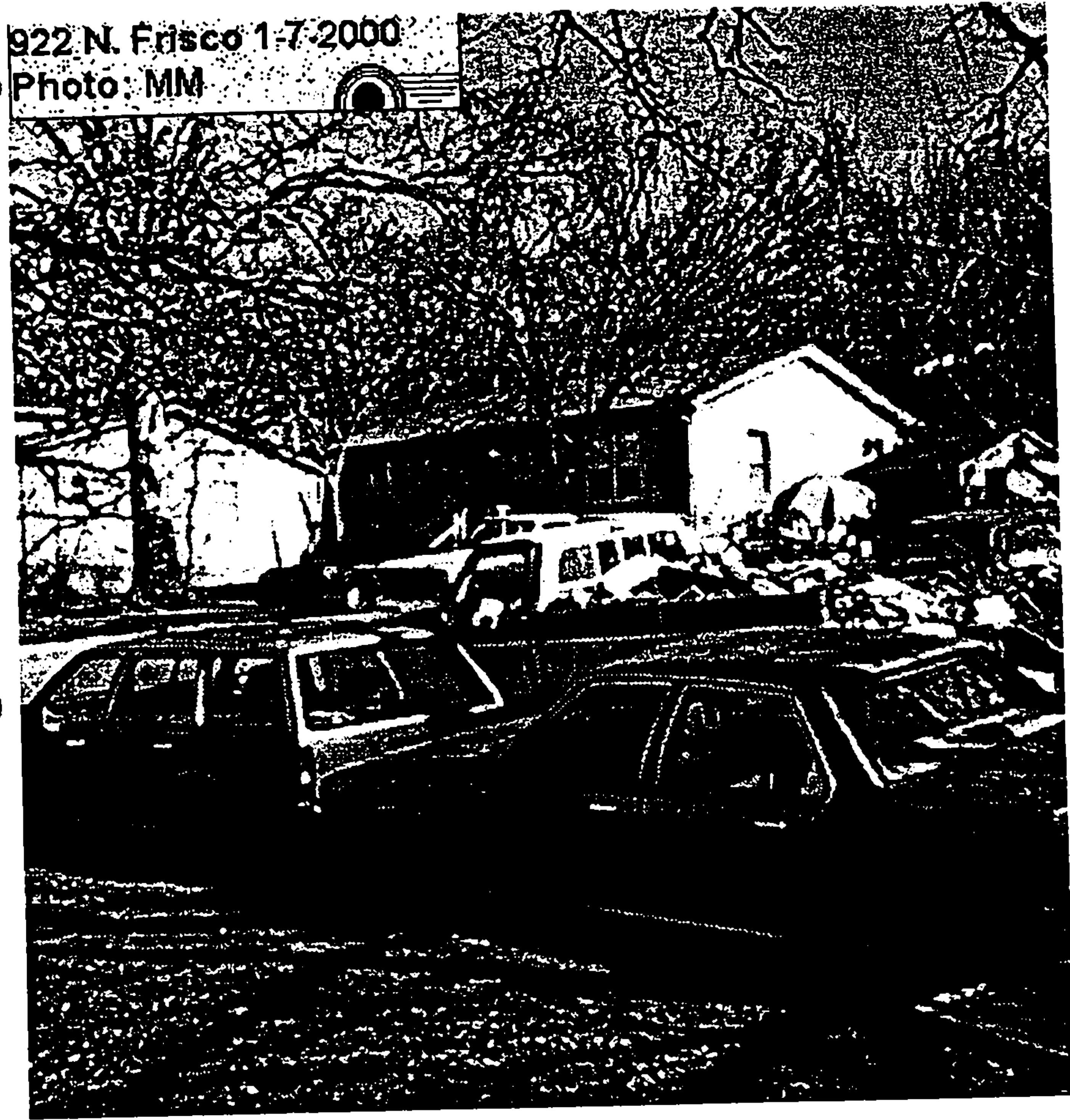
Photo: MM





922 N. Frisco 1-7-2000

Photo: MM





Return to List

Return to Search

Parcel Map/Plat

Record 1 of 1

Parcel Number: 765-08496-000

Type: RI

Location Address: 922 FRISCO

Owner name: JORDAN, CHARLES J.

Mailing Address: 922 FRISCO AVE FAYETTEVILLE AR 72701

Lot: 015

Block: 003

S-T-R: 09-16-30

Addition: MITCHELLS ADD

School District: FAYETTEVILLE SCHOOLS

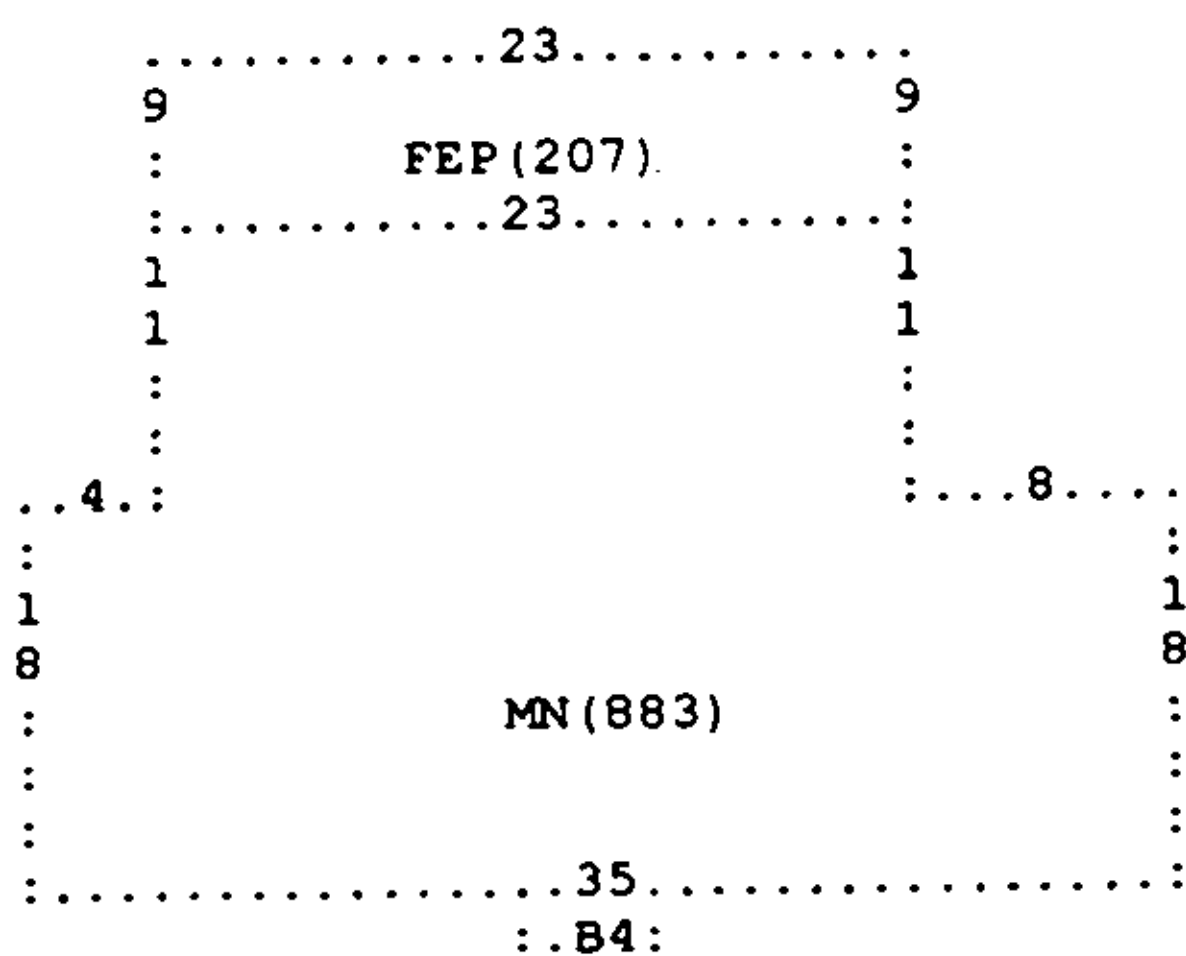
City: FAYETTEVILLE

Legal:

Current Year: 1995	Appraised value	Assessed value
Land	12,750	2,550
Improvement	19,700	3,940
Total	32,450	6,490

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	883	883	51	0

Structure Sketch



Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
12/12/96	96	79227	JORDAN, CHARLES J.		AD	0	0.00

ALP - 96-79227 ADMINISTRATOR'S DEED NO REVENUE 96-79229 QCD NO
REVENUE 96-79230 LEGAL OPTION TO PURCHASE REAL PROPERTY JOY J.
JORDAN PRE- DECEASED LILLIE B. JORDAN PER BOB I. MAYES, ATTY.

01/01/85	0000	00000	JORDAN, JOY		WD	0	0.00
----------	------	-------	-------------	--	----	---	------

[Return to List](#)

[Return to Search](#)

[Parcel Map/Plat](#)

[Return to List](#)

[Return to Search](#)

[Parcel Map/Plat](#)

[Previous](#)

[Next](#)

Record 3 of 4

Parcel Number: 765-08497-002

Type: RV

Location Address: 0

Owner name: JORDAN, CHARLIE J.

Mailing Address: 924 FRISCO FAYETTEVILLE AR 72701

Lot: 016 **Block:** 003 **S-T-R:** 09-16-30

Addition: MITCHELLS ADD

School District: FAYETTEVILLE SCHOOLS

City: FAYETTEVILLE

Legal:

Current Year: 1995 **Appraised value** **Assessed value**

Land 12,750 2,550

Improvement 0 0

Total 12,750 2,550

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/01/85	1367	073	JORDAN, CHARLIE J.		WD	8,000	8.80
FILED 5/17/90 FR PHILLIP PHILLIPS							

[Return to List](#)

[Return to Search](#)

[Parcel Map/Plat](#)

[Previous](#)

[Next](#)

GENA

November 26, 2002

**AGENDA SESSION
CITY COUNCIL
DECEMBER 3, 2002**

NEW ITEMS:

Consent

1. **FEMA:** A resolution accepting a grant from FEMA in the amount of \$111,508 to purchase personal protective gear for the Fire Department.

ADDITIONAL INFORMATION:

1. **PUBLIC ACCESS:** Additional information for item A. 2.
2. **AUDUBON LEASE:** Additional information for item C. 2.
3. **BEVERAGE CONTAINER DEPOSIT:** Additional information for item C. 12.

Tour

AGENDA REQUEST

For the Fayetteville City Council meeting of _____

FROM:

CHRIS BOSCH

Name

FIRE

Division

FIRE

Department

COUNCIL ACTION REQUIRED:

FEMA AWARDED THE FAYETTEVILLE FIRE DEPARTMENT
AN GRANT IN THE AMOUNT OF \$11,508.00.

COST TO CITY:

111,508

Cost of this Request Revenue

1,800,000

Category/Project Budget

Category/Project Name

4470-0941-4309-00

Account Number

0

Funds Used To Date

Program Name

Project Number

1,800,000

Remaining Balance

Sales Tax CAPITAL

Fund

FUND

BUDGET REVIEW:

X

Budgeted Item

X

Budget Adjustment Attached

[Signature]

Budget Coordinator

11/25-02

Administrative Services Director

CONTRACT/LEASE REVIEW

GRANT APPLICATION REVIEW

[Signature]

Accounting Manager

11/25/02

Date

[Signature]

City Attorney

11/25/02

Date

[Signature]

Purchasing Officer

11/26/02

Date

[Signature]

Internal Auditor

11/25/02

Date

Internal Auditor

Date

STAFF RECOMMENDATION

Approve a Resolution Accepting a Grant from
FEMA To Purchase Personal Protective Gear.

Division Head

[Signature]

Department Director

Date

11/25/02

Date

11-26-02

Date

11/26/02

Date

[Signature]

Administrative Services Director

[Signature]

Mayor

From: Danny Farrar
To: h.woodruff@ci.fayetteville.ar.us; Woodruff, Heather
Start: 11/25/02
Due: 11/25/02

On November 15, 2002 the Fayetteville Fire Department was notified by Fema that it was awarded a grant for the replacment of Personnel Protective gear. Award amount is \$ 111,508.00. The deadline for awards of this grant will be December 15, 2002.

Award Status

Congratulations! Your grant application has been selected for an award.

Award Number: EMW-2002-FG-07208

Award Amount: \$111,508

You establish acceptance of this award when you expend any grant funds available to you. You should fill out your Direct Deposit Form 1199A immediately; however, submit your request for funds when you are ready to spend the money. *It is a federal requirement to minimize the time between you receiving the funds in your bank account and your spending of those funds.* For planning purposes, you can estimate that it could take up to **three weeks** for the funds to be transferred to your account.

From: <afg@fema.gov>
To: <dfarrar@ci.fayetteville.ar.us>
Date: 11/15/02 7:02PM
Subject: Notification Of Award For Your Application (Award Number: EMW-2002-FG-07208)

Congratulations!

Your grant application submitted under FEMA's FY 02 Assistance to Firefighters Grant Program has been approved for award. Please go to <https://portal.fema.gov>. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen (on the left). Your User Name and Password are the same as those used to complete the application on-line. Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, you will see a link that says View Award Package. Click this link. This link will take you to your award package. Please print your award package for your records.

While you are in the system, you will see a link that says Update SF-1199A in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not already done so. Submit the form electronically. If you have not already mailed a copy of your SF 1199A to FEMA, print the form (using the Print SF 1199A button) and take it to your bank to have the bottom portion completed and mailed to the following address:

FEMA
Attn: Assistance to Firefighters Grant Program
Grants Management Branch
Room 350
500 C Street S.W.
Washington, D. C. 20472.

Due to delays in delivery of regular USPS mail to government offices, we suggest that you use USPS priority mail or a commercial overnight delivery service to decrease the amount of time that elapses between our request for information and your response. If you have any questions, please call 1-866-274-0960 or 1-877-510-6762, and read the information for recipients on the United States Fire Administration website, <http://www.usfa.fema.gov/dhtml/inside-usfa/enotify.cfm>.

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

Budget Year 2002	Department: Fire Division: Operations Program: Sales Tax Capital	Date Requested 10/15/2002	Adjustment Number
--------------------------------	---	---	--------------------------

Project or Item Requested: \$111,508 is requested in the Fire Apparatus - Fire Truck Replacement capital project.	Project or Item Deleted: None. To accept \$111,508 in grant revenue.
---	--

Justification of this Increase: Funding was originally taken from this project to budget the purchase of Personal Protective Equipment (PPE). Grant funds were applied for and received for the PPE. The funding that was received is replenishing the Fire Apparatus - Fire Truck project.	Justification of this Decrease: Grant funding was received from the purchase of the Personal Protective Equipment.
---	--

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Vehicles and equipment	4470	9470	5802	00	111,508	02012	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Federal grants	4470	0947	4309	00	111,508	02012	1

Approval Signatures

Requested By 	Date 11-26-02
Budget Manager	Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	<u>D</u>	E
Date of Approval					
	Date	Initial			
Posted to General Ledger					
	Date	Initial			
Posted to Project Accounting					
	Date	Initial			
Entered in Category Log					
	Date	Initial			

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 3, 2002

FROM:

Marvin Hilton
Name

Cable Administration
Division

Urban Development
Department

ACTION REQUIRED:

Passage of a resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.

COST TO CITY:

\$17,250.00

Cost of this Request	Category/Project Budget	Public Access Contract
1010-0600-5713		Category/Project Name
Account Number	Funds Used To Date	Cable Administration
		Program Name
		General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Misha Farkas
Accounting Manager

11/22/02 Nancy Smith
Date Internal Auditor

11/22/02
Date

D. J. White
City Attorney

11/25/02
Date ADA Coordinator

Date

P. Hise
Purchasing Officer

11/22/02
Date Grant Coordinator

Date

STAFF RECOMMENDATION:

Marvin Hilton 11-22-02
Division Head Date

Hugh Everett 11-24-02
Department Director Date

Mark Soren 11-22-02
Administrative Services Director Date

Don Cady 11/26/02
Mayor Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council Members

CC: Hugh Earnest, Urban Development Director
Telecommunications Board Members
Selection Committee Members
George Weiss, CAT Board President

FROM: Marvin Hilton, Cable Administrator

MH 11-22-02

SUBJECT: Public Access Television Contract

DATE: November 22, 2002

At their November 21 meeting, the Telecommunication Board voted 4 to 0 to extend the present contract with Community Access Television to provide public access television services for an additional three months until March 31, 2003. This is would be at the present funding level.

A Request for Proposals has been advertised by the City for Public Access Television Services. Three proposals were submitted on November 18. The Public Access Provider Selection committee met shortly after that date and recommended to the Telecommunications Board that the present contract be extended. This was done to allow more time to consider the different proposals.

The Selection Committee will issue their recommendations for a public access television service provider to the Telecommunications Board as soon as practical. The Telecommunications Board will issue their recommendations to the City Council for a Public Access Provider, including the funding level, in time to ensure continuous public access television service.

See the attached contract

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

THIS AGREEMENT is made and entered into this ____ day of December, 2002, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

SECTION I.
CONTRACT PERIOD.

A. The contract period shall begin the 1st day of January 1, 2003 and shall continue until the 31st day of March, 2003.

SECTION II.
SERVICES/DUTIES.

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

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.
2. Scheduling of programs on the public access channel.
3. Cablecasting of programs on the public access channel.
4. Promoting use of the Public Access Channel.

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

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

1. Facility:

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

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

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

2. Copier:

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

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

3. Video Equipment:

a. The City and the Contractor shall each bear one-half of each separate maintenance expense incurred on the video equipment used by the Contractor. Contractor's total liability shall be limited to \$333 cash and up to \$333 in-kind maintenance on equipment. All in-kind maintenance shall be mutually agreed upon by City and Contractor.

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

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

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

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

4. Phone:

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

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

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

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

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

5. Fees:

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

6. Other/Misc.:

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

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

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

d. Contractor shall have at least one paid staff

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

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

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

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

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

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

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

SECTION III. LEGAL AUTHORITY.

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

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The

City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

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

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

**SECTION V.
FUNDING/CONSIDERATION.**

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of \$5,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th, 2003.

**SECTION VI.
PROGRAMMING.**

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

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

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

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

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

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

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

**SECTION VII.
PERSONNEL.**

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

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

SECTION VIII. REPORTS AND INFORMATION.

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

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

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

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

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

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

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

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

4. Amendments or changes to programming policies.

SECTION IX. AUDIT/REVIEW

A. The Contractor agrees to provide the City with a monthly financial report summarizing activity during the

preceding 30 day period. Said report shall include income and balance sheet statements.

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

SECTION X. ACCESSIBILITY OF RECORDS.

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

SECTION XI. INSURANCE.

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

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

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

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

**SECTION XII.
DIRECTOR'S MEETINGS**

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

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

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

**SECTION XIII.
BONDING.**

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

**SECTION XIV.
EQUAL OPPORTUNITY.**

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

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

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

**SECTION XV.
PERSONNEL POLICIES.**

A. Personnel policies shall be established by the

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

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

SECTION XVI. CONFLICT OF INTEREST.

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

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

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

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

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

SECTION XVII. POLITICAL ACTIVITY.

A. No portion of the funds received by the Contractor

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

**SECTION XVIII.
SECTARIAN ACTIVITY.**

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

**SECTION XIX.
PUBLICITY.**

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

**SECTION XX.
HOLD HARMLESS.**

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

**SECTION XXI.
USE OF CITY PROPERTY.**

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

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

**SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.**

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

**SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.**

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

**SECTION XXIV.
TERMINATION OF AGREEMENT.**

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

**SECTION XXV.
SEVERABILITY.**

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

COMMUNITY ACCESS TELEVISION

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST: _____

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____ (Mayor's Version)

**A RESOLUTION TO AUTHORIZE THE CITY OF
FAYETTEVILLE TO ENTER INTO AN AGREEMENT
WITH THE NATIONAL AUDUBON SOCIETY FOR PROPERTY
WITHIN THE WILSON SPRINGS BUSINESS PARK**

WHEREAS, the City of Fayetteville is committed to preserve open space and areas of ecological and scenic importance, to protect water quality and wetlands, and to provide recreational opportunities for its citizens; and

WHEREAS, the City of Fayetteville owns about 289 acres known as Wilson Springs Business Park; and

WHEREAS, Audubon Arkansas as agent for the National Audubon Society has approached city officials and members of the City Council regarding its desire to lease Wilson Springs Business Park property for nature based education, habitat restoration and wildlife conservation purposes; and

WHEREAS, Audubon Arkansas and the National Audubon Society desire to establish an "Important Bird Area" in the Wilson Springs Business Park, and at some point in the future construct an Audubon nature center on or near Wilson Springs Business Park; and

WHEREAS, the City of Fayetteville plans to develop approximately 70 acres of Wilson Springs Business Park for commercial purposes.

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

Section 1. That the Mayor of Fayetteville is authorized to negotiate with Audubon Arkansas as agent of the National Audubon Society for a lease agreement with the National Audubon Society for property in the Wilson Springs Business Park, in the amount of about 219 acres in order to provide education, conservation, and recreation uses of the property.

Section 2. That the City of Fayetteville, Arkansas will attempt to expand city ownership or control of property upstream and downstream of Wilson Springs Business Park along Clabber Creek and its tributary streams, where feasible, for education, conservation, birding and recreation uses, thereby minimizing adverse environmental impacts on property to be leased to Audubon Arkansas.

PASSED and APPROVED this the 3rd day of December, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

Heather Woodruff, City Clerk

For the Fayetteville City Council meeting of: **December 3, 2002**

FROM:

Dan Coody

Mayor's Office

Name

Division

Department

ACTION REQUIRED: Approve resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session

COST TO CITY:

na

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

___ Budgeted Item

___ Budget Adjustment Attached

Budget Manager

Administrative Services Director

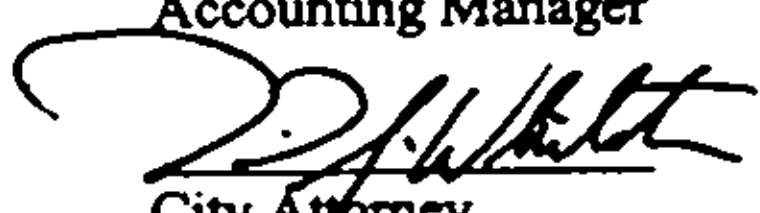
CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date


City Attorney

11/26/02
Date

Internal Auditor

Date

Purchasing Officer

Date

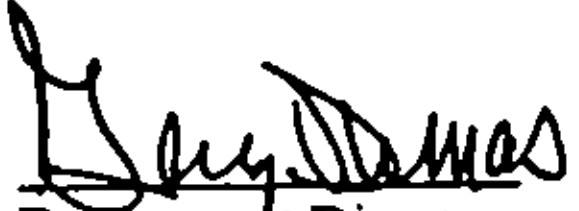
Date

STAFF RECOMMENDATION: Approve resolution

Division Head

Date

Cross Reference


Department Director

11/26/02
Date

New Item: XXXXX Yes

No

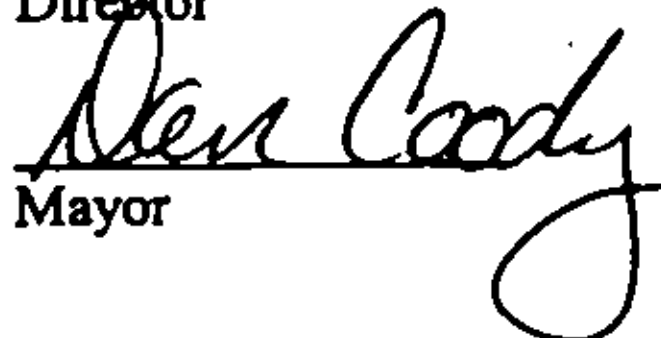

Administrative Services

11/26/02
Date

Prev Ord/Res #:

Director

Orig Contract Date:


Mayor

11/26/02
Date

STAFF REVIEW FORM

Description

Meeting Date

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Nov. 26, 2002

Subject: Beverage Container Deposit Legislation – Resolution of Support

The Arkansas Municipal League is sponsoring legislation which would implement a beverage container deposit requirement.

This resolution will indicate the support of the City of Fayetteville for this litter reduction legislation.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE BEVERAGE CONTAINER DEPOSIT LEGISLATION IN THE UPCOMING LEGISLATIVE SESSION.

WHEREAS, the roadsides of Arkansas are littered with empty beverage containers; and

WHEREAS, this litter creates an image of Arkansas as a trashy, unkempt state; and

WHEREAS, an aggressive beverage container recycling program can provide for enhanced litter enforcement as well as promote a change in the attitudes of those who litter; and

WHEREAS, the experience of other states has shown that beverage container deposits are an effective means to reduce roadside litter; and,

WHEREAS, legislation should be enacted to adopt an effective and aggressive beverage container recycling and litter reduction program to ensure the protection of Arkansas' abundant natural beauty and its title as the Natural State.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby supports the Beverage Container Deposit legislation in the upcoming session of the Arkansas General Assembly.

PASSED and APPROVED this 3rd day of December, 2002.

APPROVED:

DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

Subject: Beverage Container Deposit Bill

The City of Fayetteville encourages the Municipal League to energetically support a beverage container deposit bill.

The road sides of Arkansas are littered with beverage containers creating an image of Arkansas as a trashy, unkempt State. An aggressive program can provide for enhanced litter enforcement as well as promote a change in the attitudes of those who litter. Such a program is necessary if the State of Arkansas is to remain the Natural State and not become the Littered State.

The State of Arkansas is a State that abounds in natural beauty. That beauty must be protected for ourselves and our children as well as for our growing tourism industry.

Several other states have adopted effective and aggressive beverage container deposit legislation. These programs encourage reuse and recycling as well as litter control. These programs can provide funding for additional litter enforcement as well as litter pickup and removal.

There are many legislative models from other States from which to pattern our legislation. An effective and efficient program can be patterned after other successes and can help assure the Arkansas will remain the Natural State.

From dawn to dusk, armies of volunteers are fanning out across America, pinpointing the places most critical to birds' survival.

PUTTING BIRDS *on the*

MAP

BY KEITH KLOOR

photography by KATHERINE LAMBERT

illustrations by DAVID ALLEN SIBLEY

AT 6:05 A.M. IN A REMOTE CORNER OF A STATE FOREST IN central Pennsylvania, it takes Deuane Hoffman just three minutes to learn what's awake in these woods besides him and John Zwierzyna, his survey partner, who is standing a few paces to the side. Arms folded across his chest, Hoffman gazes upward into the dark woods, listening intently to the sporadic birdsong. "Two red-eyed vireos," he whispers. "One junco." A slight orange tint is breaking across the early-morning sky, providing just enough light for Zwierzyna to scribble the names on his clipboard. Ten seconds later Hoffman picks up the *tsik tsik* call of a chipping sparrow. He cups his right ear and tilts his head to the side as a burst of different melodies ricochet off the treetops. "One pewee, one rose-breasted grosbeak, and another red-eyed vireo," he says in quick succession. At 6:08—and two more red-eyed vireos, one ovenbird, and one mourning dove later—Zwierzyna consults his stopwatch and calls out, "Time!"

If you could spend a weekend morning doing anything you wanted, you might not choose to get up at an ungodly hour and count birds—especially if you couldn't see them. But don't tell that to Hoffman and Zwierzyna, or to the 18 other volunteers who have spread out across the southern part of the Sprout State Forest on this Saturday morning in mid-June. They all came to count birds. "What we want to do," says Hoffman, 32, who has been an avid birder since he

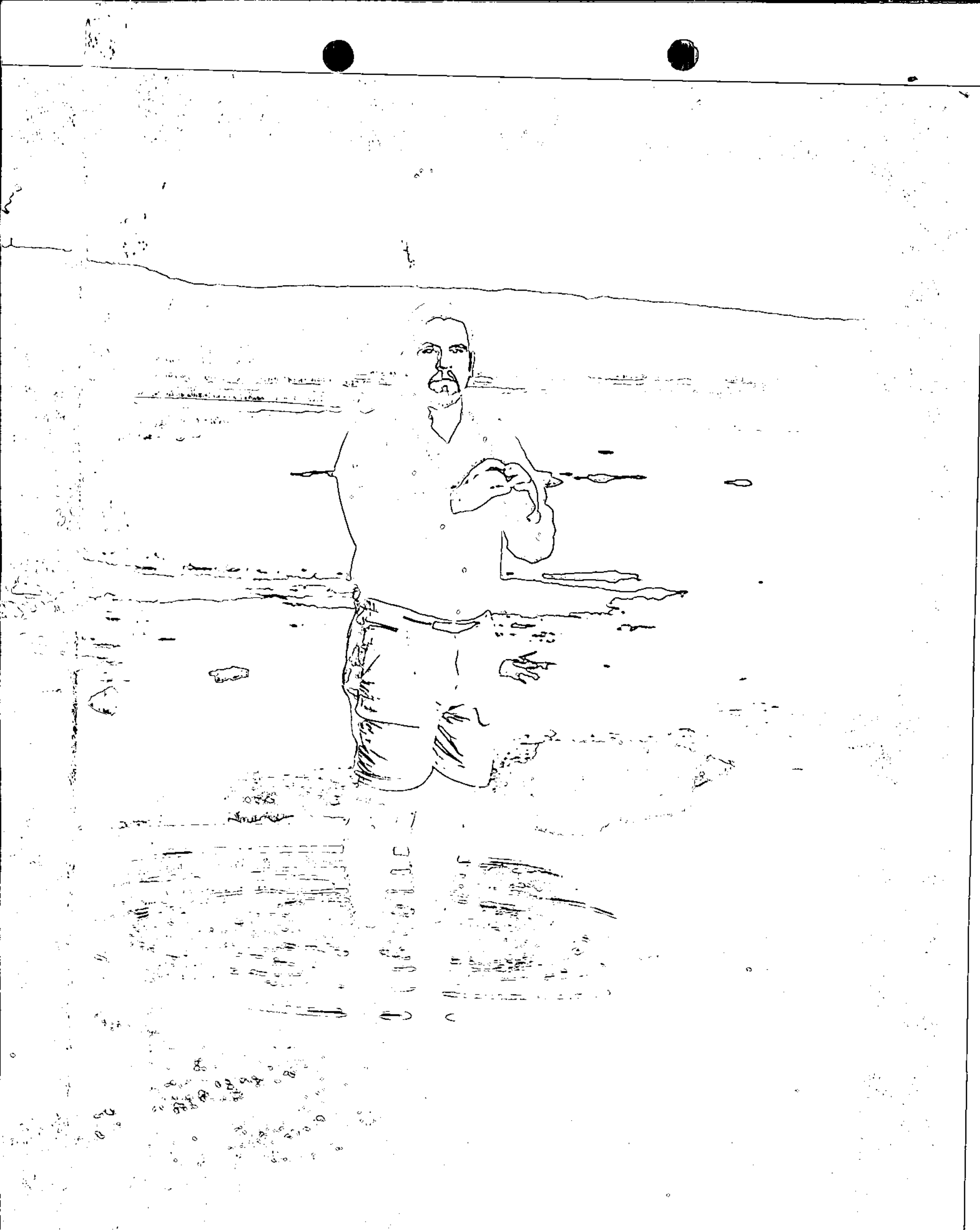


**KENNESAW
MOUNTAIN NATIONAL
BATTLEFIELD PARK**

Where: Georgia. Habitat:

Hardwoods and pines mix on the steep slopes of this double-peaked ridge where Confederate troops dealt a bloody setback to General Sherman's army on its way to Atlanta in 1864. Importance: The CERULEAN WARBLER, an Audubon WatchList species, is declining. During migration, when many migrants funnel through this part of the lower Appalachians, it can be seen more frequently here than anywhere else in the Southeast. Threats: Development and urban sprawl.

"Theoretically, noba"



...now these birds are there until somebody documents them, so I'm glad to do my part."

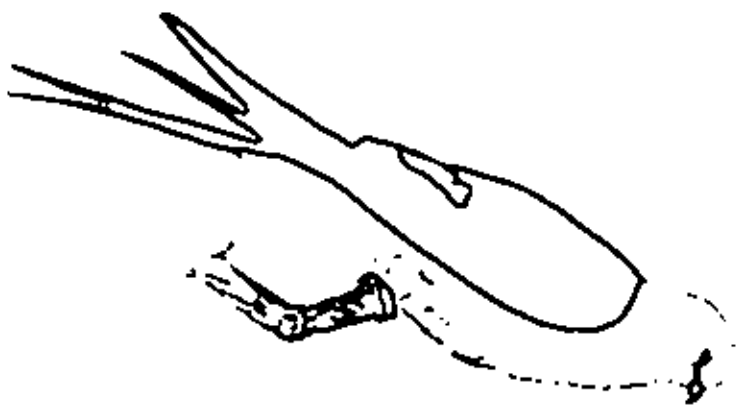
DOUGLAS HOWARD, POULTRY

was 10," is really sort the area at a minute level to find out what's here." Zwierzy, 52, a museum curator and an Appalachian Audubon member, says he has been "really" for the past 30 years. Hoffman, 57, a pharmacist and a biop carting in his right ear, is a pharmacist. Both men drove three hours the night before, from their homes in Harrisburg.

Among the others conducting separate counts elsewhere in the oak-maple forest are a high school student, a dentist, and the owner of a software company. Although they share an affinity for birding, what brought them together on this weekend is the Important Bird Areas (IBA) program, a burgeoning worldwide conservation initiative that applies science-based criteria to identify and protect essential habitat for feeding, breeding, and migrating birds.

AUDUBON IS LEADING THE CHARGE across the United States, marshaling a cadre of volunteers to help identify, conserve, and monitor IBA sites, from Arizona to Alaska. To date, Audubon has programs up and running in 46 states, in which more than 1,500 IBAs have been selected, and it expects to have state-level IBA programs in all 50 states by next year. "There are many tools for the conservation of birds," says Steve Hoffman (no relation to Deane). Audubon Pennsylvania's director of bird conservation. "But the IBA is a very important one, because it identifies a place on the map—on the ground—that says, 'This place is special for birds.'"

Instead of being regulatory-driven, the program's aim is to protect birds and habitat by building alliances with landowners, state and federal agencies, and land trusts. The conservation prescription differs from site to site, depending on the existing land uses and the bird species that rely on the habitat. Audubon North Carolina's IBA program, for example, has forged a partnership with state officials and land trusts to acquire a barrier island's sensitive tracts, which support nesting seabirds, shorebirds, and sea turtles. Audubon New York, an early IBA program leader, has successfully teamed up with the state to protect close to 200,000 acres of critical habitat, from "the high peaks of the Catskills and Adirondacks for black-throated blue habitat to the wetlands of Montezuma for cerulean warblers," says David J. Miller, Audubon New York's executive director. In Pennsylvania, the southern part of the Spruce State Forest has already been named an IBA for its concentration of breeding migratory songbirds, including scarlet tanagers and blue-headed vireos. Audubon Pennsylvania would like to have a voice in the management of this landscape, which has already been scarred by logging, mining, and natural gas



PASCAGOULA RIVER AND WARD BAYOU WILDLIFE MANAGEMENT AREAS

Where: Mississippi. **Habitat:** This area is a key part of the largest, mainly unfragmented river system in the lower 48 states. Bottomland hardwood swamps with cypress and pine throughout this aquatic region. **Importance:** The SWAMP OW-TAIL ED KIT, surely North America's most beautiful bird of prey, has been extirpated from many parts of its former range. It finds critical habitat here, as do Mississippi blues and Swainsons, Kentucky, and prothonotary warblers. **Threats:** Timber management, invasive plants, including Japanese chubling fern, peat, and cotton grass.

"It's great to meet people interested in nature with something beneficial to preserve our

—James Zwierzy



development. Volunteers know how valuable they are to the effort. "Our surveys will help provide a database that can be used to make any recommendations to state officials," says Zwierzyna, "which will enhance the habitat for birds."

Even more important, says Bob Perciasepe, Audubon's senior vice-president of public policy, the IBA program will become "a guiding blueprint we can use to focus our advocacy for the conservation of bird habitat and to make sure that state and federal programs benefiting IBAs are adequately funded." A big part of this strategy will include using existing environmental statutes, such as the Clean Water Act and the Migratory Bird Treaty Act, as a means to strengthen the protection of IBAs. "In a sense," Perciasepe adds, "the IBAs will be used as tools to advocate how those laws should be implemented to better protect birds."

THE IBA PROGRAM STARTED IN EUROPE in 1989, when biologists from BirdLife International, a British-based global coalition of more than 100 groups, identified 2,444 sites in 32 countries, from Greenland to the Soviet Union.

Growing concern over the continuing fragmentation and loss of bird habitat sparked them to establish a network of vital areas that would protect not only birds but a wider swath of biodiversity as well.

To qualify as an IBA, a site must meet at least one of four criteria, each associated with a different type of vulnerability. It must support endangered or threatened species; species that are not widely distributed; species that are restricted to a single extensive habitat or biome; or high densities of congregating species, such as waterfowl or shorebirds. IBAs vary in habitat and size—sites range from a few acres to several thousand. Today IBAs are being designated in 156 countries, with more than 4,000 sites now identified in Europe. According to BirdLife International, official IBA designation has led to better conservation at thousands of these sites.

In 1995 Audubon kicked off its IBA initiative by implementing state IBA programs, with Pennsylvania and New York charting an early path. In 2000 Audubon signed on as a formal partner with BirdLife International. As a starting point, Pennsylvania dug up an atlas of breeding birds that was compiled in the 1980s with the help of 2,000 birders across the state. "Then we went out to Audubon chapters, bird clubs, and the general public, and asked for their input," says Audubon's Steve Hoffman. "Most birders bird in their backyards and in their local area, so they know where the best habitats are. One of the exciting aspects of the IBAs is reaching out to local communities and getting them behind the protection of these sites."



COMANCHE NATIONAL GRASSLAND

Where: Colorado. **Habitat:** Shortgrass prairie, with sand sagebrush and mixed grasses, cover the sandy soils and rolling hills. The land is marked by frequent dry washes. **Importance:**

The LESSER PRAIRIE CHICKEN has declined by more than 92 percent since the 1880s, and at least 5 percent of its current world population may be confined to this IBA. **Threats:** Overgrazing, as well as human disturbance.

"I believe the Important Bird Area program is the future of bird conservation in the

With Pennsylvania's program in full swing, IBA nomination forms were made available over the Internet, and site suggestions were solicited for a couple of years. Out of 160 nominations, 73 sites were eventually picked by an ornithological committee of 15 scientists in the state. Most states with IBA programs have adopted a version of this process. Some rely more on Audubon chapters; others, more on official data and scientists.

But when it comes to harnessing the grassroots to help with the actual surveying, Pennsylvania is the model that other states are looking to emulate. "We're at the cutting edge of citizen science, in terms of developing long-term monitoring programs of the IBAs and keeping track of how the birds are doing," says Hoffman. "The only way to do this is in June, when the birds are breeding and singing." And since the only way to count birds in the woods is when they're singing, he trains volunteers at daylong workshops to identify different birdcalls and songs. After the volunteers become proficient enough to distinguish between warblers, thrushes, vireos, and other assorted songbirds ("You gotta study your tapes!" he says), Hoffman organizes weekend surveying trips to various IBAs around the state.

Last summer 70 people participated in 17 IBA inventories, though not all came straight from the workshop. Deuane Hoffman already had an expert's ear. "Most people worry too much about what they're seeing," he says, "but when it comes to being a really good birder, it's hearing that puts you over the top." Then again, not many people regularly bird at least 20 hours a week as he does, crisscrossing Pennsylvania so much that he estimates he has logged 45,000 miles on state roads in some years. Hoffman even plans his vacations around three passions: birding, beer, and the blues. Last year he combined all three on a trip out West with his wife, Carolyn, and his "best bird crony, Dick Colyer." The trio traveled through California, Nevada, and Utah; they would bird in the morning, stop at a microbrewery for lunch, bird some more, and then catch some blues acts at night. "In a 10-day trip, we hit 18 brew pubs and saw 250 species," Hoffman says.

Since Pennsylvania Audubon is the first state IBA program in the United States to train volunteers how to do a "point" count—a standardized surveying method—birders like Deuane Hoffman, who come equipped with a finely developed sense of hearing, are much appreciated. The counts are conducted

for three minutes, carried out by two-person teams (one person records the birds, and the other counts) at specific "points" along walking trails. Because most surveys can't possibly cover the entire acreage of an IBA, volunteers are assigned (or choose) different types of habitat—maybe second-growth forest or streamside areas or upland terrain.

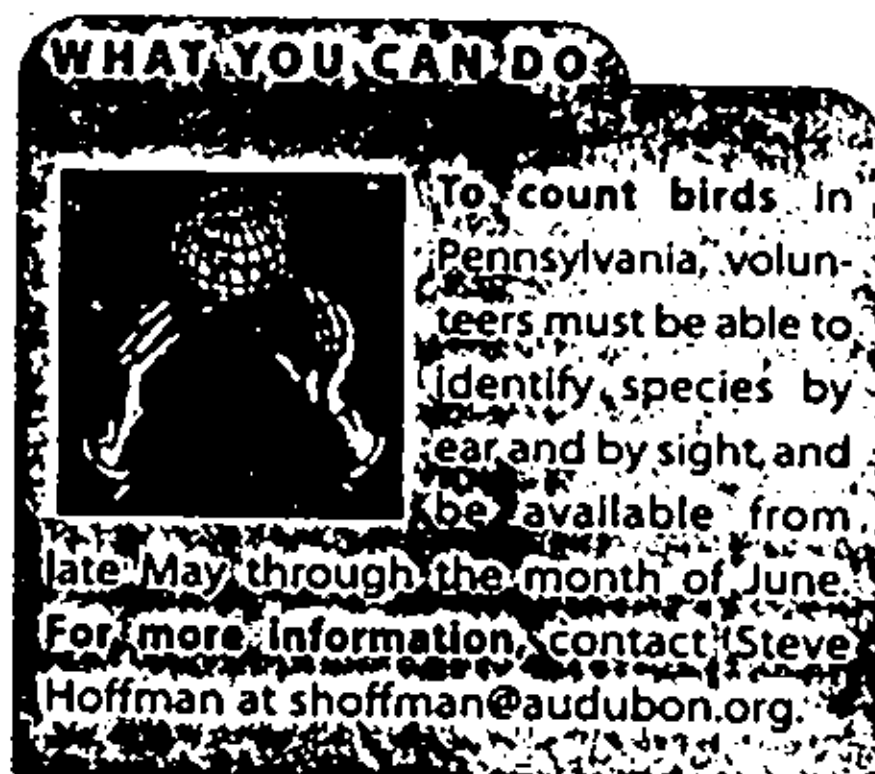
When survey volunteers return home, they enter the data online and beam it to the Cornell Lab of Ornithology, where it is combined with any preexisting species data for the same area. Using the results, Audubon's Steve Hoffman can begin to draw up a preliminary management plan to safeguard the habitat. (In the Sproul forest, one of the biggest concerns is pending access roads for logging and natural gas wells.) But even Hoffman admits that doing this for all of Pennsylvania's IBAs is an unrealistic goal. "We can't do on-the-ground conservation work for 73 IBAs," he says. "But we can get the word out, put the partners together, and make it work on a local scale."

BY 7:00 A.M. DEUANE HOFFMAN AND JOHN Zwierzyna have hiked from a mixed oak-hickory woodland to rolling grasslands—the site of a reclaimed strip mine. "This was a wasteland 15 years ago," Hoffman says, looking around, awestruck by the transformation. Still, black shards of coal on the side of the road attest to an ugly legacy. The grasslands, planted by the coal company (the restoration was mandated by state law), will eventually revert to forest. The two IBA volunteers are fascinated by the changeover. "We don't normally see this kind of habitat in Pennsylvania," says Zwierzyna.

Overhead, a Cooper's hawk is spotted chasing a red-tail down a ridge. "He probably has a nest over by those trees," Hoffman says of the Cooper's hawk, pointing to a copse of black locust. It's time for another point count, but for the moment, Hoffman and Zwierzyna are transfixed by their surroundings. In the past hour they've done six point counts (with six more to go) and have catalogued dozens of

breeding neotropical migrants that make the forest their home. "There's an incredible diversity and concentration of species up here," Hoffman marvels, ready to turn back to the business at hand. "We need to know what the crucial areas are if they're going to be saved and protected."

KEITH KLOOR is a senior editor at Audubon.





BUILD A BRIGHTER FUTURE FOR BIRDS

YOU CAN MAKE A REAL DIFFERENCE TO THE FUTURE OF BIRDS AND THE HABITATS that support them. In fact, much of the work that has been done so far has been based on fieldwork contributed by committed bird conservationists. "To identify sites, we want to work with local people who are stakeholders in these landscapes," says Dan Niven, director of the Important Bird Areas (IBA) program. "History has shown a real interest in bird monitoring through programs like the Christmas Bird Count. With IBAs, we're providing a structure to channel all this energy into programs that have a measurable effect. People can also work with private landowners to better manage their property or work with policy makers at the state and federal level to become advocates for protection." To see examples of ways local groups have contributed to IBA efforts, please check the IBA web site and web pages of Audubon state offices, available at www.audubon.org. When possible, we recommend that you coordinate activities with your state IBA coordinator.

Nominate a site or organize volunteers who can fill out nomination forms for sites in your area.

Contact your state IBA coordinator to determine the status of nominations in your state.

Organize a bird survey at an IBA or potential IBA for a WatchList species. See the Audubon web site or contact your state IBA coordinator.

Write articles and letters about IBAs in newsletters, magazines, newspapers, and other outlets to teach the public about the important bird habitats in their area.

Participate in a Christmas Bird Count in or near an IBA. For information about CBCs, visit www.audubon.org/bird/cbc.

Adopt an IBA and help develop a conservation plan for the site in partnership with IBA staff and local stakeholders.

Volunteer for a project to restore habitat or eradicate invasive species at an IBA.

Recruit and organize volunteers to help at an IBA managed by a wildlife refuge, state park, or land trust near you.

Advocate for land-acquisition funds for an IBA where land acquisition is under way.

Lobby for changes in laws and policies that would benefit birds of concern at IBAs.

Create a slide show or children's education program that will help teach people about IBAs and the amazing bird stories connected with them.

Develop a program that organizes birding field trips to an IBA in your area.

Follow the Audubon at Home guidelines for a healthy yard (for information, go to www.audubon.org/bird/at_home), and encourage habitat management that is beneficial to the birds of concern at an IBA near you.

Help provide financial support to an IBA program. (For example, some Audubon chapters have donated Birdathon proceeds to IBA programs.)

For more information about the Important Bird Areas program, visit our web site at www.audubon.org/bird/iba.

To subscribe to Audubon, call 800-274-4201 or go to www.audubon.org and click on "Audubon Magazine."

December 2002

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11 4:30 pm PM 324 Impact Meeting Budget	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

● City Council Meeting

● City Council Agenda Session

● City Council Meeting

Christmas Holiday

Nam,
Comm,
S:00

500-1

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL DECEMBER 3, 2002

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. APPROVAL OF THE MINUTES
2. PUBLIC ACCESS: A resolution accepting a contract for public access television services from January 1, 2003 until ~~December 31~~, 2003.
MARCH, 31
3. BKD, LLP: A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.
4. INSITUFORM TECHNOLOGIES: A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.
5. MOTOROLA: A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.
6. MERIT ELECTRIC: A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.

B. OLD BUSINESS

1. **VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.
2. **RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
3. **RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrall Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.
4. **RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
5. **IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the ^{ZNP}first reading at the November 19, 2002. (*Special meeting November 25, 2002*) *AMEND ORD 25*
FROM KIT W/ memo
6. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements.
TABLED AT 11/19/02 mty.

C. NEW BUSINESS

Remove 1.

~~SOCCKER COMPLEX: A presentation on a possible location for areas dedicated for use as a soccer field.~~ *Sent to PRAB. JAN.*

2. AUDUBON LEASE: A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park. *USE "MAYOR'S PROPOSAL" AS RESOLUTION. NOT THE ONE IN THE PACKET.*
3. VA -02-14.00: An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.

4. RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00: Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.

5. FRISCO: A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, AR. *NEED DETAIL OF EXP. \$ SEE 40*

6. RUPPLE ROAD: A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.

Consent 7.

- HOLIDAY: A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.

Consent 8.

- GROUP BENEFITS: A resolution approving a contract for employee group benefits for 2003.

9. FRANCHISE FEE: Approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

10. **2003 BUDGET:** A resolution adopting the proposed 2003 Annual Budget and Work Program.

Consent 11. **TRANSPORATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3). *(CONSENT)* K.S.

12. **BEVERAGE CONTAINER DEPOSIT:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.

*REMOVE
LATER
DATE*

FEMA / consent

CITY OF PAYETTEVILLE
 TRAFFIC DIVISION 575-8228
 Volume by Lane Report - D1121001.PRN

11-25-2002

22:25 Pg 1

Sta: 242200000000 Id: 112102000000 Cid: 01 Pnt: 000 - Imperial Int: 60 Min.
 Start: Thu - Nov 21, 2002 at 00:00 End: Fri - Nov 22, 2002 at 24:00
 City/Town: PAYETTEVILLE County: WASHINGTON
 Location: PUTRALL SOUTH OF NB 6TH ST RAMP File: D1121001.PRN
 Lnl-North

Thu - Nov 21, 2002

Lane	1	Total
01:00	43	43
02:00	12	12
03:00	22	22
04:00	45	45
05:00	57	57
06:00	97	97
07:00	137	137
08:00	206	206
09:00	187	187
10:00	159	159
11:00	180	180
12:00	203	203
13:00	209	209
14:00	203	203
15:00	231	231
16:00	352	352
17:00	280	280
18:00	267	267
19:00	153	153
20:00	106	106
21:00	88	88
22:00	94	94
23:00	70	70
24:00	47	47
*****	*****	*****
Daily Totals	3448	3448
Percentages	100.00	

222-37.00

CITY OF PAYETTEVILLE
TRAFFIC DIVISION 575-8228

11-25-2002

Volume by Lane Report - D1121001.PRN

22:23 Pg 2

Sta: 242200000000 Id: 112102000000 Cld: 01 Pnt: 000 - Imperial Int: 60 Min.
Start: Thu - Nov 21, 2002 at 00:00 End: Fri - Nov 22, 2002 at 24:00
City/Town: PAYETTEVILLE County: WASHINGTON
Location: FUTRALL SOUTH OF NB 6TH ST RAMP File: D1121001.PRN
Lnl-North

Station Data Summary

Lane	1	Total
Grand Totals	3448	3448
Percentages	100.00	

Am/Pm Peak Hour Totals

Lane	1	Total
Am Hour 7-6	206	206
Percentages	5.97	5.97
Pm Hour 15-16	352	352
Percentages	10.21	10.21

Title corrected to read "negotiate".
OK it

RESOLUTION NO. _____ (Final Version)

A RESOLUTION TO AUTHORIZE THE CITY OF
FAYETTEVILLE TO NEGOTIATE AN AGREEMENT
WITH THE NATIONAL AUDUBON SOCIETY FOR PROPERTY
WITHIN THE WILSON SPRINGS BUSINESS PARK

WHEREAS, the City of Fayetteville is committed to preserve open space and areas of ecological and scenic importance, to protect water quality and wetlands, and to provide recreational opportunities for its citizens; and

WHEREAS, the City of Fayetteville owns about 289 acres known as Wilson Springs Business Park; and

WHEREAS, Audubon Arkansas as agent for the National Audubon Society has approached city officials and members of the City Council regarding its desire to lease Wilson Springs Business Park property for nature based education, habitat restoration and wildlife conservation purposes; and

WHEREAS, Audubon Arkansas and the National Audubon Society desire to establish an "Important Bird Area" in the Wilson Springs Business Park, and at some point in the future construct an Audubon nature center on or near Wilson Springs Business Park; and

WHEREAS, the City of Fayetteville plans to develop approximately 70 acres of Wilson Springs Business Park for commercial purposes.

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

Section 1. That the Mayor of Fayetteville is authorized to negotiate with Audubon Arkansas as agent of the National Audubon Society for a lease agreement with the National Audubon Society for property in the Wilson Springs Business Park, in the amount of about 219 acres in order to provide education, conservation, and recreation uses of the property.

DRAFT

922
FRISCO
AVENUE

FAYETTEVILLE

RECEIVED
AUG 07 2002
COMMUNITY

THE CITY OF FAYETTEVILLE, ARKANSAS

August 6, 2002

Mr. Charles J. Jordan
922 N. Fisco Avenue
Fayetteville, AR 72701

RE: Property at 922 N. Fisco Avenue
Fayetteville, AR
WC Parcel #765-08496-000

Dear Mr. Jordan:

On April 3, 2002 you were given a violation notice for "95.01 Unsightly or Unsanitary Conditions on real property." You were given the required 20 days to correct the violation(s), or until July 22, 2002.

When the violation(s) were not corrected in the required timeframe, a crew and equipment from the Solid Waste Department proceeded to clean up the subject address. Attached please find a copy of the breakdown of vehicles and equipment together with labor and items cleared from the property. The cost of this cleanup was \$1,177.57.

According to regulation 95.02 (a copy of which is attached) you have thirty (30) days from the date of this bill to pay the above mentioned amount or a lien will be filed against your property. This would give you until September 6, 2002 to reimburse the City for cleaning up this property. We would expect your prompt response to this request.

If you need any further information please contact Don Hancock in Community Code Enforcement at (479) 575-8270.

Sincerely,



Hugh Earnest
Urban Development Director

c.c.: Kit Williams, City Attorney
Don Hancock, Code Enforcement
Dan Coody, Mayor

**922 North Frisco
Cleanup Costs
July 25, 2002**

Vehicles:	\$	315.00
1 Rear Loader		
Pickup & Trailer		
Bulk Boom Truck		

Labor:		562.50
1 Crew Leader		
4 Drivers		

Items Cleared From Property:		237.00
1 Water Heater	\$	9.00
4 Dishwashers		36.00
1 Stove		9.00
4 Refrigerators		120.00
2 Dryers		18.00
1 Metal Sink		9.00
4 Containers of various items		36.00

Disposal: 2.16 Tons		63.07
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Total cost of cleanup		\$1,177.57
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CHAPTER 95: HEALTH AND SANITATION

Section

95.01	Unightly or unsanitary conditions on real property; order and notice to correct
95.02	Abatement by city; costs responsibility of owner
95.03	Enforcement of lien; notice
95.04	Public nuisance; abatement
95.05	Regulation of smoking in certain public places
95.99	Penalty

§ 95.01 Unightly or unsanitary conditions on real property; order and notice to correct.

(A) The mayor, or his duly authorized representative, is hereby authorized to order the owner of any real property within the city to cut weeds and grass growing thereon, remove garbage, rubbish and other unsanitary and unsightly articles and things therefrom and eliminate, fill up or remove any stagnant pool of water or any other unsanitary thing, place or condition on such property which might become a breeding place for mosquitoes, flies and germs harmful to the health of the community. Whenever any such condition is found to exist, the mayor, or his duly authorized representative, shall give the owner of the property written notice to perform such acts within 20 days. In case the owner of the property is unknown or his whereabouts is not known or he is a nonresident of this state, a copy of the written notice shall be posted upon the premises.

(B) It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.
(Code 1965, § 11-1; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69)

Cross reference—Penalty, § 95.99.

§ 95.02 Abatement by city; costs responsibility of owner.

If the conditions described in a notice given pursuant to § 95.01 are not removed or corrected within 20 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.

(Code 1965, 11-2; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79)

Cross reference—Penalty, § 95.99.

§ 95.03 Enforcement of lien; notice.

(A) The lien herein provided for may be enforced and collected in either one of the following manners:

- (1) The lien may be enforced at any time within 18 months after work has been done, by an action in the chancery court; or
- (2) The amount of the lien herein provided may be determined at a hearing before the city council held after 30 days' written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the city council shall be subject to appeal by the property owner in the chancery court; and the amount so determined at said hearing, plus 5% penalty for collection, shall be by the city council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less 3% thereof, when so collected shall be paid to the city by the county tax collector.

(Code 1965, § 11-3; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79; Ord. No. 2922, 5-17-83)

(B) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the city clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or nonresidence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem shall be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.

(Code 1965, § 11-3.1; Ord. No. 2557, 9-4-79)

§ 95.04 Public nuisance; abatement.

(A) It shall be unlawful for the owners, occupants, tenants, or leasees of any dwelling or place of business to allow garbage, trash or other litter to accumulate on his premises, or to place or cause to be placed paper, cardboard or other litter in such manner as to cause unsightly or unsanitary conditions in the city.

Accounts Receivable Request

Date 7-Aug-02

Requested by Kay Swanner _____

Bill To: Customer Number New Account
 Account Name Mr. Charles J. Jordan
 Attention _____
 Address 922 N Fisco Avenue
Fayetteville, AR 72701

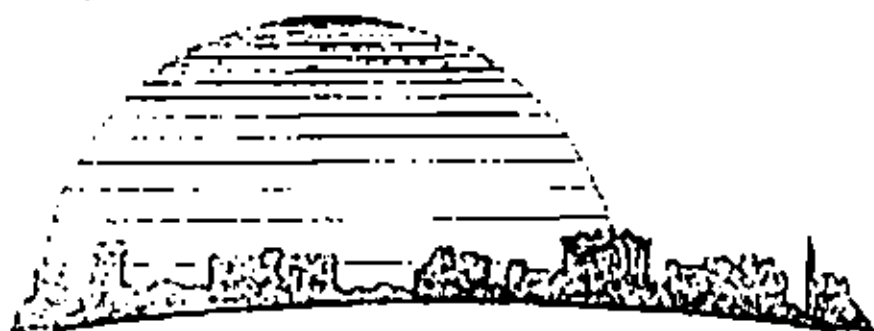
Is this a change of adress: YES NO

Description (optional) Property located @ 922 N Fisco Avenue

<u>Rate Code</u>	<u>Item</u>	<u>Quantity</u>	<u>Per Unit Price</u>	<u>Extended Cost</u>	<u>G/L Account Number</u>
1					
9999	Clean-up at 922 Fisco Ave	1	\$1,177.57	\$1,177.57	5500-0950-6999-00
		job			
2					
3					
4					
5					
6					
7					
8					

INVOICE TOTAL \$1,177.57

Description/Message (optional) _____



HELPING TO BUILD A BETTER COMMUNITY

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
479- 575- 8232 Fax 479- 444-3445

VIOLATION NOTICE

July 16, 2002

CASE NO.

Owner: Charles J Jordan
922 N Fisco Ave
Fayetteville, AR 72701

RE: Property @ 922 N Fisco Ave, Fayetteville, AR
WC Parcel# 765-08496-000

Dear Mr. Jordan

On April 3, 2002 you were given a violation notice for "95.01 Unsightly or Unsanitary Conditions on real property". The notice stated you had 20 days to correct the violation(s). The violations have not been corrected. Violations must be corrected by, Monday, July 22, 2002, 5:00 PM.

§ 95.01 Unsightly or unsanitary conditions on real property.

**Corrections required: Remove all trash and debris from property
Dispose of per City Ordinance**

If the violations are not corrected by this date the City will correct the violations and bill you for the cost. If you fail to pay the cost within thirty (30) days from the date of the billing, the City will file a lien against your property. Please call (479) 575-8270 if you have questions or need further information.

Sincerely,

Don Hancock
Code Enforcement
Project Coordinator

95.01 Trash VIOLATION NOTICE Hansen



in drive
to South



from
west
st.
look my
East

4772 Frisco



From
drive,
to
East



From
across
street,
to east

922 Frisco

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

mail 4-4
w/ord's

CODE ENFORCEMENT OFFICERS VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Jordan Charles T.
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Wednesday the 3rd day of April, 192002 at 3:30 a.m./p.m.

at 922 N. FISCO Ave.

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS		DESCRIPTION OF VIOLATION
☒ Fayetteville Code of Ordinance As Amended by City Ordinance No. _____		<u>95.01 Unsanitary or unsanitary conditions on real property.</u> <u>16.08 Parking and storage of certain vehicles.</u>
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160-15 <u>16.08</u>	<u>Zoning Code</u>	
<u>95.01</u>	<u>Health & Sanitation</u>	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Remove all junk debris, tires, appliances and trash;
Remove all inoperable or unlicensed vehicles

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN § see above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 20 days from receipt 1992 2002 THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Anton Harrison Property Inspector DATE 4-3-02
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

COMPLAINT FORM

NATURE OF
COMPLAINT:

Charlie Jordan has opened a junkyard within
city limits, illegally for years. Can't the city enforce
the law and have this property cleaned-up. It's unsightly,
and a disgrace to our city.

NAME OF PROPERTY OWNER:

Charlie Jordan - I believe

ADDRESS OF COMPLAINT:

922 FRISCO AVE

The following information would be of assistance in correcting the problem.

YOUR NAME:

ADDRESS:

Fayetteville, 72701

PHONE NUMBER:

DATE:

3/28/02

SIGNATURE:

Return form to: Inspection Division, 113 W. Mountain, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

Received
DATE REVIEWED: 3-29-02 DATE CORRECTED:

ACTION TAKEN: 3-29, 845A - with D.T., P.H. look & pix, spoke
w/individual on site who stated he is working for C. Jordan, stated
dumpsters will be coming soon for cleanup. Advised him to tell
C.J. to get done ASAP or sooner. No tolerance will be given
in future, if viol. not abated will send to prosecutor.
4-4-02, Viol. mailed to C. Jordan.
4-6-02, Viol. rec'd by C. Jordan. R/I 4-26
4-26, 1000 A- cleanup underway, but much still to do, (reportedly rep'd by Arvest 7-19)
(Arvest Barryville - 870-923-2575)
5-3, 1044A - more cleanup done, pile of bulk items at lot marked for city pickup.
✓ w/sw, Diane says sched. for 6-12-02

COMPLAINT FORM

NATURE OF
COMPLAINT:

There's an illegal trash dump on FRISCO Ave.
This pile of garbage has been there since last spring. The
owner has promised to remove it, but it hasn't happened.
These actions degrade our property values and quality of life.

NAME OF PROPERTY OWNER:

UNKNOWN - Lives near Molly Ct. and Adams

ADDRESS OF COMPLAINT:

North end of FRISCO Ave; between STREET and
RAILWAY.

The following information would be of assistance in correcting the problem.

YOUR NAME:

ADDRESS:

FAYETTEVILLE, 72701

PHONE NUMBER:

601-725

DATE:

3/27/02

SIGNATURE:

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

COMPLAINT FORM

NATURE OF

COMPLAINT: dd like to inquire about he rules
regarding trash/junk piles within city
limits. I noticed this house with junk
everywhere while taking a detour off Craig.

NAME OF PROPERTY OWNER: ?

ADDRESS OF COMPLAINT:

NORTH END OF FRISCO AVE.

The following information would be of assistance in correcting the problem.

YOUR NAME: STEPHEN BAIRD

ADDRESS: FAYETTEVILLE AR 72701

PHONE NUMBER:

DATE: 3/24/02

SIGNATURE: Stephen Baird

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

COMPLAINT FORM

NATURE OF
COMPLAINT:

While I was directed from Glegg one day the Detour took me
by Frisco + There was a junk yard in the middle of town. I would
think that there is some sort of Ded.ance against something of this magnitude

NAME OF PROPERTY OWNER:

UNKNOWN

ADDRESS OF COMPLAINT:

North End of FRISCO Ave

The following information would be of assistance in correcting the problem.

YOUR NAME:

John Wells

ADDRESS:

Fayetteville AR 72703

PHONE NUMBER:

DATE: 3-22-02

SIGNATURE:

John Wells

Return form to: Inspection Division, 113 W. Mountian, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE REVIEWED:

DATE CORRECTED:

ACTION TAKEN:

Untitled

Mike,

I would like to file an anonymous complaint about a trash-dump property in Fayetteville. Is it possible to remain "anonymous" and can a complaint be filed via email? I have attached a map of the parcel of land in question.. I have not researched the owners name, but can if I need to do so. I do not believe the property owner lives, on-site, because I think the home is a rental but the adjacent "collection of stuff" is associated with some sort of "salvage business", I believe.

It may not be visible in the attached map, but there are old refrigerators and appliances on-site with at least 3 "dead" cars loaded with trash..

Can the City ask this property owner to clean up the lot? I don't have a copy of the code, but Tim Conklin mentioned that "dead cars", appliances, and piles of brush are not permitted. Is this so?

The parcel of land is located on Frisco Ave and is also across the street from a large pile of brush (the same location of the infamous trash pile from last spring, that's owned by a guy around the corner).

thanks for your time and efforts regarding this matter



922 N. Frisco 1-7-2000
Photo: MM



922 N. Frisco 1-7-2000

Photo: MM



922 N. Frisco 1-7-2000
Photo: MM





922 N. Frisco 1-7-2000

Photo: MM





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Record 1 of 1

Parcel Number: 765-08496-000**Type:** RI**Location Address:** 922 FRISCO**Owner name:** JORDAN, CHARLES J.**Mailing Address:** 922 FRISCO AVE FAYETTEVILLE AR 72701**Lot:** 015**Block:** 003**S-T-R:** 09-16-30**Addition:** MITCHELLS ADD**School District:** FAYETTEVILLE SCHOOLS**City:** FAYETTEVILLE**Legal:****Current Year:** 1995**Appraised value****Assessed value****Land**

12,750

2,550

Improvement

19,700

3,940

Total

32,450

6,490

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	883	883	51	0

Structure Sketch

```

.....23.....
9                9
:      FEP(207)  :
:.....23.....:
1                1
1                1
:                :
:                :
:                :
..4.:            :...8....
:                :
1                1
8                8
:      MN(883)   :
:                :
:                :
:.....35.....:
:..B4:           :

```

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
12/12/96	96	79227	JORDAN, CHARLES J.		AD	0	0.00

ALP - 96-79227 ADMINISTRATOR'S DEED NO REVENUE 96-79229 QCD NO REVENUE 96-79230 LEGAL OPTION TO PURCHASE REAL PROPERTY JOY J. JORDAN PRE- DECEASED LILLIE B. JORDAN PER BOB I. MAYES, ATTY.

01/01/85	0000	00000	JORDAN, JOY		WD	0	0.00
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Record 3 of 4

Parcel Number: 765-08497-002**Type:** RV**Location Address:** 0**Owner name:** JORDAN, CHARLIE J.**Mailing Address:** 924 FRISCO FAYETTEVILLE AR 72701**Lot:** 016**Block:** 003**S-T-R:** 09-16-30**Addition:** MITCHELLS ADD**School District:** FAYETTEVILLE SCHOOLS**City:** FAYETTEVILLE**Legal:****Current Year: 1995 Appraised value Assessed value****Land** 12,750 2,550**Improvement** 0 0**Total** 12,750 2,550

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/01/85	1367	073	JORDAN, CHARLIE J.		WD	8,000	8.80
FILED 5/17/90 FR PHILLIP PHILLIPS							

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL DECEMBER 3, 2002

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **PUBLIC ACCESS:** A resolution accepting a contract for public access television services from January 1, 2003 until December 31, 2003.
3. **BKD, LLP:** A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.
4. **INSITUFORM TECHNOLOGIES:** A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.
5. **MOTOROLA:** A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.
6. **MERIT ELECTRIC:** A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.

B. OLD BUSINESS

1. **VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.
2. **RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
3. **RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrall Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.
4. **RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
5. **IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the first reading at the November 19, 2002. (*Special meeting November 25, 2002*)
6. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements.

C. NEW BUSINESS

1. **SOCCER COMPLEX:** A presentation on a possible location for areas dedicated for use as a soccer field.
2. **AUDUBON LEASE:** A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park.
3. **VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.
4. **RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.
5. **FRISCO:** A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, AR.
6. **RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.
7. **HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.
8. **GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.
9. **FRANCHISE FEE:** approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

10. **2003 BUDGET:** A resolution adopting the proposed 2003 Annual Budget and Work Program.
11. **TRANSPORATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3).
12. **BEVERAGE CONTAINER DEPOSIT:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.

FAYETTEVILLE

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B. OLD BUSINESS

1. **VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.
2. **RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
3. **RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrall Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.
4. **RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
5. **IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the first reading at the November 19, 2002. (*Special meeting November 25, 2002*)
6. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements.

C. NEW BUSINESS

1. **SOCCER COMPLEX:** A presentation on a possible location for areas dedicated for use as a soccer field.
2. **AUDUBON LEASE:** A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park.
3. **VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.
4. **RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.
5. **FRISCO:** A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, AR.
6. **RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.
7. **HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.
8. **GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.
9. **FRANCHISE FEE:** approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

10. **2003 BUDGET:** A resolution adopting the proposed 2003 Annual Budget and Work Program.
11. **TRANSPORATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3).
12. **BEVERAGE CONTAINER DEPOSIT:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.

STAFF REVIEW FORM

Public Assess

A. 2. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

08 2002
 OCTG. DEPT.

For the Fayetteville City Council meeting of December 3, 2002

FROM:

Marvin Hilton
 Name

Cable Administration
 Division

Urban Development
 Department

ACTION REQUIRED:

Passage of a resolution accepting a contract for public access television services from January 1, 2003 until December 31, 2003.

COST TO CITY:

\$69,000.00

Cost of this Request	Category/Project Budget	Public Access Contract
1010-0600-5713		Category/Project Name
Account Number	Funds Used To Date	Cable Administration
		Program Name
		General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

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

STAFF RECOMMENDATION:

Marvin Hilton 11-07-02
 Division Head Date

Cross Reference

Department Director _____ Date

New Item: Yes No

Administrative Services Director _____ Date

Prev Ord/Res #: _____

Mayor _____ Date

Orig Contract Date: _____

Orig Contract Number: _____

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:

Budget Manager

Reference Comments:

Accounting Manager

No Contract attached

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

No contract to review.

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council Members

CC: Hugh Earnest, Urban Development Director
Telecommunications Board Members
Selection Committee Members

FROM: Marvin Hilton, Cable Administrator

MA 11-07-02

SUBJECT: Public Access Television Contract

DATE: November 7, 2002

A Request for Proposals has been advertised by the City for Public Access Television Services. The Deadline for receiving such proposals is November 18. The Selection committee will meet shortly after that date and then the Telecommunications Board will issue their recommendations for a Public Access Television Services Provider by November 21 or shortly after. In addition, the Telecommunications Board will issue their recommendation for the funding level for the Public Access Television Provider.

The information about the above recommendations will be issued as soon as practical. This Agenda Request is mainly to ensure that this item will be on the City Council Agenda for December 3. In case additional discussion time is needed by the City Council, it could also be taken up at the December 17 City Council meeting. The resolution needs to be passed by the Council before the end of 2002 in order to ensure continuous Public Access Television Service.

STAFF REVIEW FORM

AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: December 3, 2002

FROM:

Marsha Farthing Accounting & Audit Administrative Services
Name Division Department

Approve a contract amendment of \$6,000 to BKD,LLP for additional audit costs.

COST TO CITY:

<u>\$6,000.00</u>	<u>\$ -</u>	
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>\$ -</u>	<u>\$ -</u>	
Account Number	Funds Used to Date	Program / Project Category Name
<u>\$ -</u>	<u>\$ -</u>	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

<u>[Signature]</u>	<u>11-15-02</u>		
Budget Manager	Date	Administrative Services Director	Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u>	<u>11/15/02</u>	<u>[Signature]</u>	<u>11/15/02</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>11/15/02</u>		
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>11/15/02</u>		
Purchasing Manager	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of contract amendment.

<u> </u>	<u> </u>	<u>Cross Reference</u>	
Division Head	Date	New Item:	<u>Yes</u> <u>No</u>
<u> </u>	<u> </u>	Previous Ord/Res#:	<u> </u>
Department Director	Date	Orig. Contract Date	<u> </u>
<u>[Signature]</u>	<u>11/15/02</u>	Orig. Contract Number	<u> </u>
Administrative Services Director	Date		
<u>[Signature]</u>	<u>11/15/02</u>		
Mayor	Date		

Description _____ Meeting Date December 3, 2002

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Dan Coody and City Council

Thru: Steve Davis, Administrative Services Director 

From: Marsha Farthing, Accounting Manager 

Subject: Annual Audit

The City of Fayetteville contracted with new auditors for the annual audit in August of 2002. BKD, LLP was selected and the audit costs for the 2002 audit are \$49,900.

Since September we have been trying to secure working papers from the City's previous auditors, Arthur Andersen, for BKD. The Andersen Dallas office which performed our audit has been closed and our files have been moved to a storage facility. The persons who worked on our previous audit are no longer employed at Andersen and we have no one to contact with any knowledge of the City of Fayetteville audit. Arthur Andersen sent BKD a release authorization for the City to sign. The City Attorney advised against signing Arthur Andersen's release letter because of certain language in the letter (see attached) and the City submitted a substitute letter prepared by the City Attorney. Arthur Andersen has refused to release their working papers to BKD because we altered their original letter.

BKD has estimated 30 to 60 additional audit hours if we are unable to secure the working papers from Andersen. BKD has had problems getting working papers from Andersen for clients who did sign Andersen's original letter, so I don't know if BKD would receive the papers even if we signed their letter. Therefore, we are requesting a contract amendment of \$6,000 to allow for the increased costs of the audit.



5000 Rogers Avenue, Suite 700
Fort Smith, AR 72903-2079
479 452-1040 Fax 479 452-5542

400 W. Capitol Avenue, Suite 2500
P.O. Box 3667
Little Rock, AR 72203-3667
501 372-1040 Fax 501 372-1250

200 E. 11th Avenue
P.O. Box 8306
Pine Bluff, AR 71611-8306
870 534-9172 Fax 870 534-2146

bkd.com

November 15, 2002

Audit Committee and City Council
Honorable Dan Coody, Mayor
Ms. Marsha Farthing, Accounting Manager
113 West Mountain
Fayetteville, Arkansas 72701

The following documents the nature of our services beyond those contemplated in our engagement letter dated August 7, 2002, with the **CITY OF FAYETTEVILLE, ARKANSAS**.

ADDITIONAL PROCEDURES

Performance of audit procedures on the beginning balances of the City as of January 1, 2002 due to the inability to gain access to Arthur Andersen's working papers for fiscal year ended December 31, 2001.

ENGAGEMENT FEES

Our fees related to these services will be based on time expended and will not exceed \$6,000. These fees will be billed and are due on the same terms as those in our original engagement letter.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

This addendum to our original engagement letter serves to identify the additional services you have requested, but does not modify any other rights, restrictions or agreements contained in that letter. These services will be performed based on the terms of that original agreement, except as otherwise indicated herein.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Solutions
for
Success

Audit Committee and City Council
Honorable Dan Coody, Mayor
Ms. Marsha Farthing, Accounting Manager
November 15, 2002
Page 2

If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us.

BKD, LLP
BKD, LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

CITY OF FAYETTEVILLE, ARKANSAS

BY _____
(Name and Title)

DATE _____

kk/rp
2002CLIENT/7/1997/ENGL2157





5000 Rogers Avenue, Suite 700
Fort Smith, AR 72903-2079
479 452-1040 Fax 479 452-5542

400 W. Capitol Avenue, Suite 2500
P.O. Box 3667
Little Rock, AR 72203-3667
501 372-1040 Fax 501 372-1250

BKD, LLP
A. 3. Page 7

200 E. 11th Avenue
P.O. Box 8306
Pine Bluff, AR 71611-8306
870 534-9172 Fax 870 534-2146

bkd.com

November 15, 2002

Audit Committee and City Council
Honorable Dan Coody, Mayor
Ms. Marsha Farthing, Accounting Manager
113 West Mountain
Fayetteville, Arkansas 72701

RECEIVED
NOV 19 2002
ACCTG. DEPT.

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ADDITIONAL PROCEDURES

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**Solutions
for
Success**

A member of
Moore Rowland
International



Audit Committee and City Council
Honorable Dan Coody, Mayor
Ms. Marsha Farthing, Accounting Manager
November 15, 2002
Page 2

If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us.

BKD, LLP
BKD, LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

CITY OF FAYETTEVILLE, ARKANSAS

BY _____
(Name and Title)

DATE _____

kk/rp
2002CLIENT/71997/ENGL2157





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Fort Smith, AR 72903-2079
479 452-1040 Fax 479 452-5542

400 W. Capitol Avenue, Suite 2500
P.O. Box 3667
Little Rock, AR 72203-3667
501 372-1040 Fax 501 372-1250

200 E. 11th Avenue
P.O. Box 8308
Pine Bluff, AR 71611-8308
870 534-9172 Fax 870 534-2146

bkd.com

November 13, 2002

Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, Arkansas 72701

Dear Marsha:

As we have previously discussed, if we do not gain access to Arthur Andersen's working papers for fiscal year ended December 31, 2001, we will need to perform additional audit procedures to ensure the beginning balances as of January 1, 2002 are proper in all material respects. A partial listing of items we will need to have access to include the following:

- Adjusted trial balances as of December 31, 2001 that agree to the CAFR
- December 31 bank reconciliations
- December 31 investment summaries and supporting documentation such as trust statements
- A detailed fixed asset listing, including accumulated depreciation when applicable
- Summaries of year end accounts receivable, accounts payable and accrued liabilities
- A reconciliation of outstanding long-term debt and maturity schedules

Based on our discussions, it is my understanding that the City of Fayetteville prepares most of the audit schedules necessary to support the financial statements in the CAFR. Additionally, you and your staff will be available to assist us in determining the beginning balances as of January 1, 2001. Therefore, assuming we do not gain access to Andersen's working papers, we have estimated that it will take an additional 30 to 60 hours (\$3,000 to \$6,000 in fees) to substantiate opening balances.

If you need additional information or have any questions, please call me at (501) 372-1040.

We look forward to working with you in the near future.

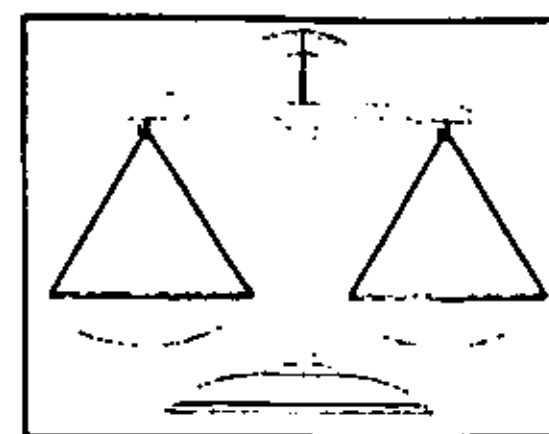
Sincerely,

Solutions
for
Success

Kevin Kemp
Senior Manager

kk/vls
2002CLIENT/71997/LTRL2145

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Marsha Farthing, Accounting

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', is written over the 'FROM' line and extends slightly to the right.

DATE: September 12, 2002

RE: Arthur Andersen LLP's 2001 Audit of City of Fayetteville

We do not want to indemnify and hold harmless known felons like Arthur Andersen. The first two "sentences" in the proposed letter supplied by BKD were not sentences. The first lacked a subject; the second lacked a predicate.

Attached is my proposed letter for the Mayor to sign.

THE CITY OF FAYETTEVILLE, ARKANSAS

Date : October 17, 2002

Arthur Andersen LLP
901 Main Street, Suite 5300
Dallas, Texas 75202

Re: Arthur Andersen's Audit Working Papers and Files— Client Authorization and Understandings

Dear Arthur Andersen:

Relating to Arthur Andersen's (AA) work on AA's audit, in accordance with generally accepted auditing standards, of the December 31, 2001 financial statements of the City of Fayetteville, Arkansas (Client) and AA's report issued thereon dated April 12, 2002 requests that AA, make its related working papers available for review by BKD, LLP, and that AA answer questions related to the working papers. The working papers prepared in connection with the Engagement contain, among other things, information about Client, the key audit areas and the results of AA's audit tests including conclusions reached. The purpose of this access to and review of AA's working papers and files is to enable BKD, LLP to consider the information contained therein in planning their 2002 audit of the Client. The Client acknowledges that upon receipt of the items specified in the last paragraph of this letter, AA will be authorized to provide copies of these working papers and all other written materials pertaining to the Engagement (collectively, the "Work Files") to BKD. **Client acknowledges and agrees that it acquires no new rights against AA as a result of BKD's review with respect to the completed audit.**

Regarding AA's cooperation and other participation in this matter, neither AA, its affiliated firms nor any of AA's nor such affiliated firms' respective directors, officers, managers, partners, participating principals, national directors, employees, representatives or similar persons will have any liability of any kind, and shall have no liability for any consequential, special, incidental or exemplary damages; the foregoing shall apply regardless of the theory of relief asserted (including negligence of AA or others) and even if AA is advised of the possibility of such damage or loss.

Client also acknowledges that it (and not AA) is solely responsible for determining the applicability of any tax advisor privilege, attorney-client privilege or other privilege or similar rule (e.g., the work product rules) to the above-mentioned working papers and for otherwise managing the establishment and maintenance of any such privilege or protection and for considering possible waiver thereof (and for involving legal counsel as necessary). And Client further acknowledges that AA reserves the right to withhold from disclosure any of its Work Files that AA in its discretion determines contain information proprietary or confidential to AA and to limit access to review only and not permit copying. AA will be entitled to retain in full the originals of its Work Files.

Client also agrees to pay AA upon invoicing (or immediately if already invoiced) all fees and expenses incurred to date in connection with AA's services provided to Client as of the date of this letter, in accordance with such invoice(s).

Client shall upon the receipt of written notice from AA indemnify and hold harmless AA, its affiliates and their respective partners, principals and personnel against all costs, fees, expense, damages and liabilities (including defense costs) associated with any claim arising from or relating to any access to or use of AA's Work Files or related consultations hereunder. This indemnity is intended to apply to the extent not contrary to applicable law, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence whether of client, AA or others, tort, strict liability or otherwise) and whether or not AA was advised or aware of the possibility of the damage or loss asserted. Such indemnity obligation shall also continue to apply after any termination of this agreement or the activities hereunder and during any dispute that might arise between the parties.

Upon the receipt by AA of an access letter in the form approved by AA and executed by BKD, LLP, and AA's receipt of any outstanding fees owed by Client to AA in connection with the Engagement, AA will provide its assistance in this matter at the earliest mutually convenient time.

Very truly yours,

City of Fayetteville, Arkansas "Client"

By: Stephen Davis
(Authorized Officer)
Interim Administrative Services Director 10/17/02
Title Date

THE CITY OF FAYETTEVILLE, ARKANSAS

September 12, 2002

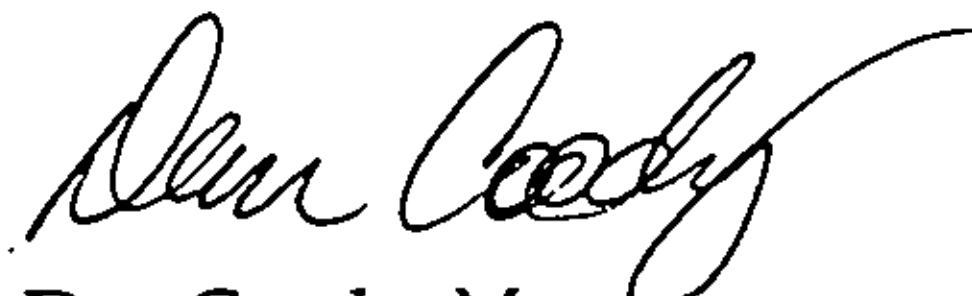
Arthur Andersen LLP
901 Main Street, Suite 5300
Dallas, Texas 75202

RE: Arthur Andersen LLP's 2001 Audit of City of Fayetteville

Dear Arthur Andersen LLP:

The City of Fayetteville, Arkansas, hereby requests that Arthur Andersen LLP provide its working papers related to its audit of the December 31, 2001 financial statements of the City of Fayetteville, Arkansas and its report issued thereon dated April 12, 2002, to the City of Fayetteville's new outside accounting firm, Baird, Kurtz and Dobson, LLP. The City of Fayetteville, Arkansas, expressly waives any client privilege regarding Arthur Andersen LLP's 2001 audit and authorizes the release of all relevant documents including key audit areas, audit tests and all associated working papers and all other written materials pertaining to the Engagement, contract, or 2001 audit of the City of Fayetteville, Arkansas by Arthur Andersen LLP.

Sincerely,



Dan Coody, Mayor
City of Fayetteville, Arkansas

STAFF REVIEW FORMInsituform Tech.
A. 4. Page 1XXX AGENDA REQUEST
XXX CONTRACT REVIEW
GRANT REVIEWFor the City Council meeting of: December 3, 2002**FROM:**David Jurgens

Name

Water/Sewer

Division

Public Works

Department

ACTION REQUIRED: City Council: (1) award the attached construction contract to Insituform Technologies, Inc., the lowest qualified bidder, for sanitary sewer main line and service lateral lining, cured in place pipe method; (2) approve the first (2002) term in the amount of \$308,250.00, with a contingency of \$30,000; and (3) approve the second (2003) term in the amount of \$308,250.00, with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.

COST TO CITY:\$ 338,250 - 2002

Cost of this request

\$2,203,317

Project Budget

Sewer Rehabilitation

Project Name

5400-5700-5815.00

Account Number

\$ 677,664

Funds used to date

Sewer Mains Const

Program Name

02017-0201

Project Number

\$ 1,525,653

Remaining Balance

Water and Sewer

Fund

BUDGET REVIEW: XXX Budgeted Item Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

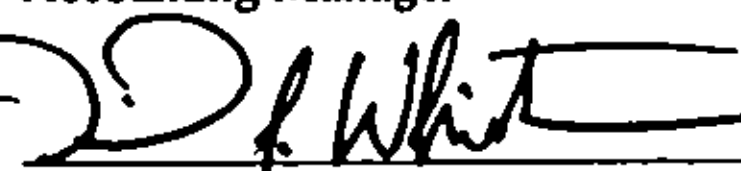
Accounting Manager

11/13/02

Date

ADA Coordinator

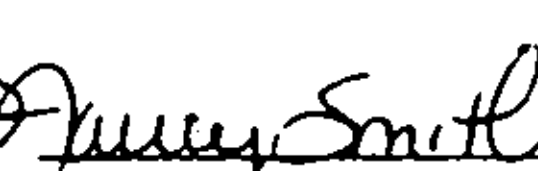
Date



City Attorney

11/13/2002

Date



Internal Auditor

11/13/02

Date



Purchasing Officer

PR 11/13/02

Date

STAFF RECOMMENDATION: Approve construction contract as stated above.

Division Head

8 Nov 02

Date

Cross Reference:

Department Director

11-14-02

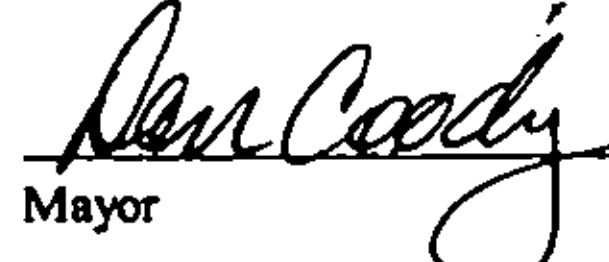
Date

New Item: Yes No

Administrative Services Director

11-15-02

Date

Previous Ord/Res #: 

Mayor

11/15/02

Date

Orig Contract Date:

Description: Construction contract, CIPP sewer rehabilitation, Insituform Technologies, Inc.

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Greg Boettcher, Public Works Director

From: David Jurgens, Water/Sewer

Date: November 6, 2002

Re: **Agenda Request- December 3 City Council Meeting, Construction Contract, 2002 Sanitary Sewer Main Line and Service Lateral Lining, Cured in Place Pipe Method, Insituform Technologies, Inc.**

1. Project Description. This sanitary sewer rehabilitation project involves approximately 5,500 feet of 6" - 18" trenchless sewer line repairs throughout the entire City. Some of these lines have been identified in rehabilitation projects, while others have been identified by City-crews. This involves a specialized and unique form of construction, restoring an existing sewer line to excellent condition while minimizing digging. This method costs significantly less per foot than an average line replacement, but is best used in areas where excavation would be costly, impossible or extremely inconvenient to the public. As the lined pipe is not quite as good as new pipe installed by traditional methods, this technique is only used in those locations where the reduced pipe diameter is acceptable. The process is called Cured-in-Place Pipe (CIPP). This repair method involves placing a resin-impregnated felt tube inside the existing sewer line. The felt tube is expanded and then hardened using hot water or steam. The newly lined pipe has all leaks sealed and gives up only a small portion of its diameter. Service lines connecting to the pipe are either reinstated by digging up and manually attaching the service to the new pipe, or by using a robotic cutter from inside the pipe. This project also includes lining some laterals using the same method. We have used this type of product in five previous projects, the first of which was in 1992, with excellent results.

2. Project Engineering and Execution. Specifications, engineering and field work are being performed primarily in-house by the Water/Sewer Department, with some assistance on the specifications from the RJN Group, Inc. as part of their sanitary sewer rehabilitation contract. Additionally, Water/Sewer crews will perform all digging support required for this project. These measures allow us to save over 35% off of a traditional consultant designed, completely contracted project of this scope. This contract is written such that we can use this method of repair in emergency situations as well as planned projects.

3. Term Contract. This contract is set up to have as many as five annual terms, with restrictions on the unit price increases per year. While there is no obligation to execute future terms of the contract, this technique allows us to get the best possible prices, increases our flexibility, and greatly reduces the administrative demands involved. Each annual term would go through the City Council for approval. I request the City Council approve 2002 and 2003 terms of this contract. The 2003 term

would be approved contingent upon the budget approval process allocating at least \$330,000 for the sanitary sewer rehabilitation project.

4. Bids. Bids were opened on October 30, 2002. As a specialized sewer rehabilitation project, firms were required to meet very strict qualifications contained within the contract documents in order to be considered a qualified bidder. We received three bids, shown in the bid tabulation below. The low bid from a qualified bidder is \$107,250 below the engineer's estimate.

<u>Company</u>	<u>Bid</u>
Suncoast Infrastructure, Inc.	\$284,900.00
BRH Garver, Inc.	432,443.85
<u>Insituform Technologies, Inc.</u>	<u>308,250.00</u>
Engineer's Estimated Cost	\$415,500.00
Bid % of Engineer's Estimate	74.2%

Suncoast Infrastructure, Inc. submitted the low bid, but did not provide any documentation that they met the experience requirements specified in the contract. The contract required that the documentation be included with the bid. They did not document experience lining 4" service laterals, documented very little and only partially successful experience internally reinstating taps on 6" mains, did not meet the experience requirement for lining 6" mains, and did not meet several other qualification requirements. On 1 November we requested, via a telephone conversation, that they provide verifiable documentation that they could meet these requirements, with a submission deadline of noon, 5 November. We received their follow up documentation at 5:31 p.m. 5 November. Their revised qualifications still did not meet any of the bid specification requirements. These exceptions to the bid requirements are great enough that we cannot award the bid to Suncoast Infrastructure, Inc. Nor would we want to, as this job is difficult and requires significant experience and proven capabilities. A table with the experience requirements and each firms' qualifications is attached.

5. Scope and Difficulty of Work. This project targets sewer lines throughout the City which warrant this specialized trenchless type work. For the 2002 and 2003 terms, we plan to line a number of mains and connected services on North College Avenue. These lines have had some blockages causing sewer overflows, and it is imperative to correct them before the condition deteriorates such that they must be dug up and repaired. In an effort to never have to dig up North College when it can be prevented, we will also use this process to repair the 4" service laterals within the highway right of way. The critical nature and location of these lines is why I put the strict experience requirements in the specifications. I did not feel it was appropriate to have a company performing very difficult work in North College unless they had a great deal of successful experience doing so. We have had two contractors perform this type of work in Fayetteville in the last four years. One of the two, although they performed very well repairing larger lines, was unable to make the 4" taps on a repaired 6" pipe without digging up the tap. In North College, this is not an acceptable risk.

We will also rehabilitate other lines City-wide that are significant maintenance problems, causing dry-weather overflows and backups, and requiring significant and frequent maintenance. The lines involved in this project are the most difficult we have to deal with, as they are in locations which are very difficult to dig up and repair the existing line.

6. Budgeting. This project is in the 2002 Capital Improvements Plan (page 129) and is funded by Water/Sewer funds. \$1,525,653 remains in the project budget for 2002; \$1,248,000 is identified for 2003.

7. Staff Recommendation. The Staff recommends that the City Council: (1) award the attached construction contract to Insituform Technologies, Inc., the lowest qualified bidder, for sanitary sewer main line and service lateral lining, cured in place pipe method; (2) approve the first (2002) term in the amount of \$308,250.00, with a contingency of \$30,000; and (3) approve the second (2003) term in the amount of \$308,250.00, with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.

Enclosures:

Agenda Review Request

Complete Bid Tab

Qualifications Requirements Summary

Proposed Contract

Purchase Requisition

\\REHAB-SWCIPP2002-CC-DEP.WPD

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:

1454

Vendor Name:

Insituform Technologies

Address:

07988 Edison Avenue

FOB Point:

Fayetteville, AR

City:

Chesterfield

State:

MO

Zip:

63005

Ship To Code:

Requester:

David Jurgens

*Requester's Employee#:

490

Extension:

386

Division Head Approval:

[Signature]

Requisition No.:

Date:

6 November 2002

P. O. Number:

Expected Delivery Date:

See Remarks

Mail:

Yes No XX

Telex:

Yes No XXX

Item Description:

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Number:

Project/Sub Project Number

Inventory #

Fixed Asset #

2002 Sanitary Sewer Pipe Lining (CIPP)

1

EA

\$308,250.00

\$308,250.00

5400-5700-5815.00

02017-0201

2

\$0.00

3

\$0.00

4

\$0.00

5

\$0.00

6

\$0.00

7

\$0.00

8

\$0.00

9

\$0.00

10

\$0.00

11

\$0.00

SHIPPING/HANDLING

\$0.00

Special Instructions:

The notice to proceed will be issued immediately following City Council approval. Work must begin within 10 working days following issuance of the notice to proceed.

Subtotal:

\$308,250.00

Tax:

TOTAL:

\$308,250.00

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

(including office use only)

City of Fayetteville Contract for 2002 Sanitary Sewer Main Line and Service Lateral Lining
Cured In Place Pipe Method
Bid Tab

30-Oct-02

Item No.	Description	Bidder:		BRH Garver		Insituform		Suncoast		Engineer's Estimate	
		Unit	Quantity	Unit	Line Item	Unit	Line Item	Unit	Line Item	Unit	Line Item
1	6" CIPP lining	LF	3500	42.00	\$147,000.00	34.00	\$119,000.00	33.00	\$115,500.00	44.00	\$154,000.00
2	8" CIPP lining	LF	1500	40.00	\$60,000.00	36.00	\$54,000.00	30.00	\$45,000.00	40.00	\$60,000.00
3	10" CIPP lining	LF	500	48.00	\$24,000.00	40.00	\$20,000.00	30.00	\$15,000.00	50.00	\$25,000.00
4	12" CIPP lining	LF	500	61.00	\$30,500.00	42.50	\$21,250.00	32.00	\$16,000.00	55.00	\$27,500.00
5	15" CIPP lining	LF	100	70.00	\$7,000.00	55.00	\$5,500.00	44.00	\$4,400.00	60.00	\$6,000.00
6	18" CIPP lining	LF	100	82.00	\$8,200.00	70.00	\$7,000.00	55.00	\$5,500.00	70.00	\$7,000.00
7	Internal Lateral Reinstatement	EA	60	325.00	\$19,500.00	100.00	\$6,000.00	150.00	\$9,000.00	300.00	\$18,000.00
8	4" CIPP Svc Lateral Lining	EA	30	2,437.50	\$73,125.00	2,000.00	\$60,000.00	1,800.00	\$54,000.00	3,000.00	\$90,000.00
9	Standard Mobilization	EA	2	17,182.50	\$34,365.00	1,500.00	\$3,000.00	500.00	\$1,000.00	1,500.00	\$3,000.00
10	Emergency Mobilization	EA	1	17,182.50	\$17,182.50	2,500.00	\$2,500.00	3,500.00	\$3,500.00	5,000.00	\$5,000.00
11	CIPP Point Repair	EA	5	2,274.27	\$11,371.35	2,000.00	\$10,000.00	3,200.00	\$16,000.00	4,000.00	\$20,000.00
Total Bid					\$432,243.85		\$308,250.00		\$284,900.00		\$415,500.00

G:\1123Data\CIPP 2002 Bid Tab

Specification Experience Requirements by Contractor
2002 Sanitary Sewer Main Line and Service Lateral Lining, Cured in Place Pipe Method

Specification Item	Specification Requirement	Suncoast Experience	Insituform Experience	BRH Garver/ Experience
4" Service Pipes Lined by Contractor	250	0	Yes	Yes *
Internal Taps on 6" main by Contractor	250	177	Yes	Yes *
Ft of 6" Pipe Lined by Contractor	25,000	13,777	Yes	Yes
Ft of Pipe Lined for Product in USA	1,000,000	536,371	Yes	Yes
Ft of Pipe Lined for Product in Arkansas	50,000	16,178	Yes	Yes
ISO 9000 Certification	Yes	No	Yes	Yes
Office In Arkansas	Yes	No	Yes	Yes

* Based on a very quick check, BRH Garver appears to meet these experience requirements. I did not research their qualifications in more detail as there was a lower qualified bidder.



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Insituform Technologies, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty & Surety Company of America

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville, AR

as Obligor, hereinafter called the Obligor, in the sum of Five percent of the amount of the bid

Dollars (\$ 5% of amount bid),

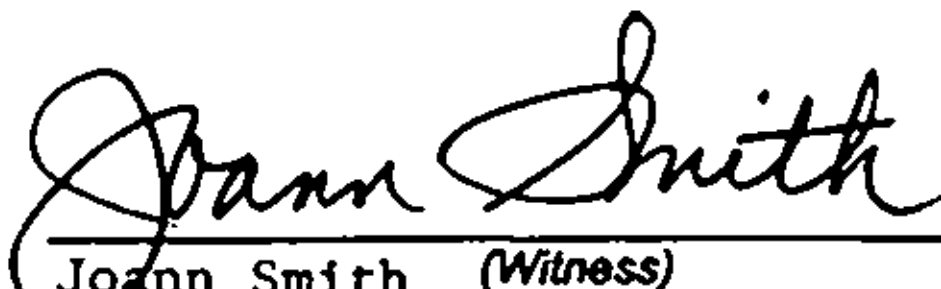
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

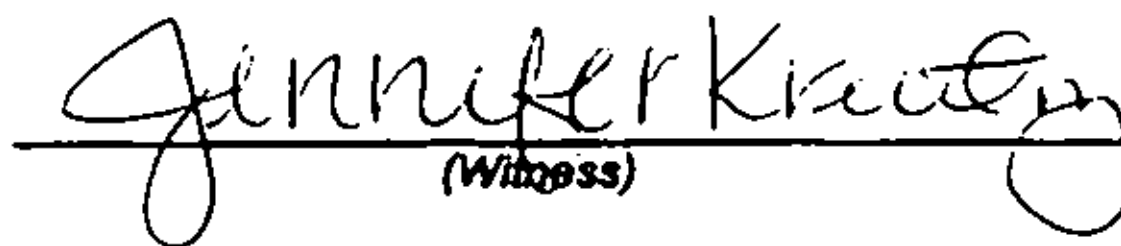
WHEREAS, the Principal has submitted a bid for Bid No. 02-61

2002 Annual Sanitary Sewer Mainline and Service
Lateral Rehabilitation, Cured-In-Place Pipe Method

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30 day of October, 2002 .


Joann Smith (Witness)
Contracting & Attesting Officer


(Witness)

Insituform Technologies, Inc.

(Principal)

(Seal)


H. Douglas Thomas, (Title) Vice President-Project Support

Travelers Casualty & Surety Company of America

(Surety)

(Seal)


(Title)

Kathleen M. Hoffard, Attorney-in-fact

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Stephen E. Ricci, Kathleen M. Hoffard, Kathleen A. Petchulat, Thomas C. Ricci, Jr., of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Stephen E. Ricci, Kathleen M. Hoffard, Kathleen A. Petchulat, Thomas C. Ricci, Jr., of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

State of Missouri }
County of St. Louis }

ss:

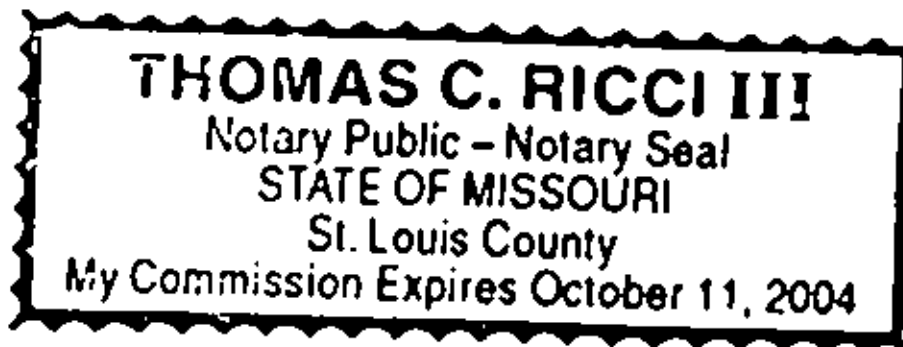
Insituform Tech.
A. 4. Page 15

On October 30, 2002, before me, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn,
personally appeared **Kathleen M. Hoffard**

known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of
America**

the corporation described in and that executed the within and foregoing
instrument, and known to me to be the person who executed the said
instrument in behalf of the said corporation, and he/she duly acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official
seal, the day and year stated in this certificate above.



4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
Fayetteville, Arkansas

GENTLEMEN:

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit.

ITEM NO.	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT TOTAL
1	LF	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>THIRTY-FOUR</u> Dollars and <u>NO</u> Cents per linear foot.	3,500	\$ <u>34⁰⁰</u>	\$ <u>119,000⁰⁰</u>
2	LF	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>THIRTY-SIX</u> Dollars and <u>NO</u> Cents per linear foot.	1,500	\$ <u>36⁰⁰</u>	\$ <u>54,000⁰⁰</u>
3	LF	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>FORTY</u> Dollars and <u>NO</u> Cents per linear foot.	500	\$ <u>40⁰⁰</u>	\$ <u>20,000⁰⁰</u>
4	LF	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>FORTY-TWO</u> Dollars and <u>FIFTY</u> Cents per linear foot.	500	\$ <u>42⁵⁰</u>	\$ <u>21,250⁰⁰</u>
5	LF	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>FIFTY-FIVE</u> Dollars and <u>NO</u> Cents per linear foot.	100	\$ <u>55⁰⁰</u>	\$ <u>5,500⁰⁰</u>
6	LF	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place for the sum of <u>SEVENTY</u> Dollars and <u>NO</u> Cents per linear foot.	100	\$ <u>70⁰⁰</u>	\$ <u>7,000⁰⁰</u>
7	EA	Internal reinstatement of Service Laterals for the sum of <u>ONE HUNDRED</u> Dollars and <u>NO</u> cents each.	60	\$ <u>100⁰⁰</u>	\$ <u>6,000⁰⁰</u>
8	EA	Trenchless rehabilitation by CIPP of existing 4" Service Lateral for the sum of <u>TWO THOUSAND</u> Dollars and <u>NO</u> cents each.	30	\$ <u>2,000⁰⁰</u>	\$ <u>60,000⁰⁰</u>

ITEM NO.	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT TOTAL
9	EA	Standard Mobilization (within 15 working days) for the sum of <u>FIFTEEN HUNDRED</u> dollars and <u>No</u> cents each.	2	\$ <u>1,500⁰⁰</u>	\$ <u>3,000⁰⁰</u>
10	EA	Emergency Mobilization (within 3 working days) for the sum of <u>TWENTY-FIVE HUNDRED</u> dollars and <u>No</u> cents each.	1	\$ <u>2,500⁰⁰</u>	\$ <u>2,500⁰⁰</u>
11	EA	CIPP Point Repair, 6" - 12" Diameter, 10 LF for the sum of <u>TWO THOUSAND</u> dollars and <u>No</u> cents each.	5	\$ <u>2,000⁰⁰</u>	\$ <u>10,000⁰⁰</u>

TOTAL BID AMOUNT \$ 308,250⁰⁰

THREE HUNDRED EIGHT THOUSAND, TWO HUNDRED
FIFTY DOLLARS AND NO CENTS
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

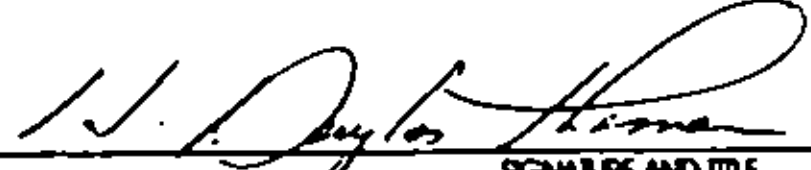
The bidder understands that the City reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City after forty-eight hours from the time of opening of the bids.

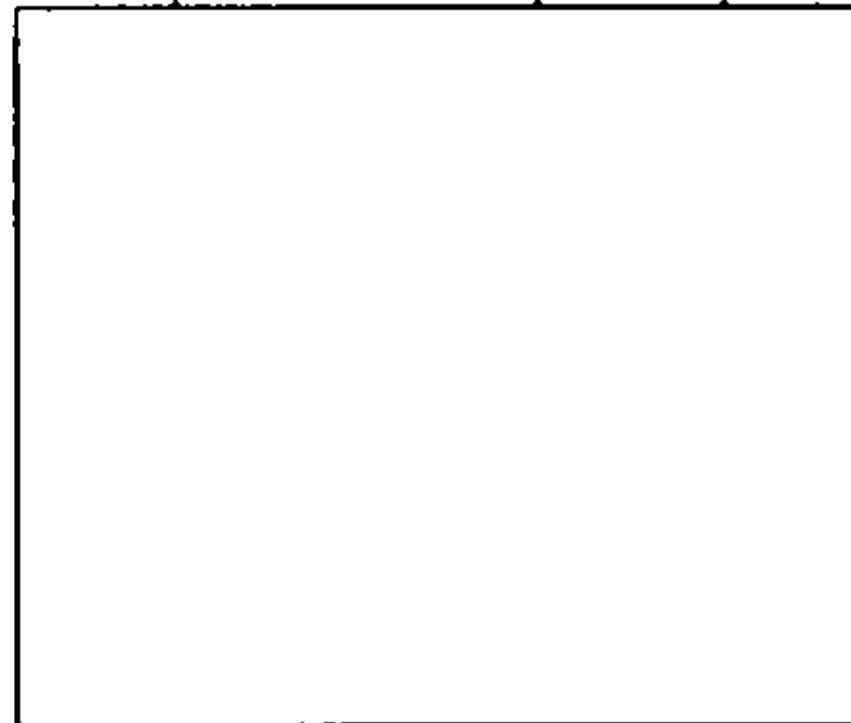
The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED

Bidder	Insituform Technologies, Inc. SIGNATURE AND TITLE  SIGNATURE AND TITLE H. Douglas Thomas V. President-Project Support
Business Address	17988 Edison Avenue Chesterfield, Missouri 63005
Telephone Number	636-530-8000
FAX Number	636-530-0751

Seal (If bidder is a corporation)



Arkansas Contractors License Number 0072030403

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

STAFF REVIEW FORM

Motorola
A. 5. Page 1

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 3, 2002

FROM:

Rick Hoyt

Police

Police

Name

Division

Department

ACTION REQUIRED: Approve Radio Maintenance contract to Motorola Inc in the amount of \$93,965.48.

COST TO CITY:

\$93,965.48

\$93,965.48

Radio Maintenance

Cost of this Request

Category/Project Budget

Category/Project Name

Various Accounts

0

Various Programs

Account Number

Funds Used To Date

Program Name

N/A

\$93,965.48

Various Funds

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

☒

Budgeted Item

☐ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Authorize Mayor and City Clerk to enter into contract with Motorola Inc for radio maintenance.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:

Staff Review Form
Page 2

Description: _____
Comments: _____ Reference Comments: _____

Budget Coordinator:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Contract has not been signed
by Motorola;
No pur. req.

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Mayor Dan Coody

FROM: Rick Hoyt, Chief of Police *Rick Hoyt*

DATE: November 5, 2002

SUBJECT: Awarding the Radio Maintenance contract to Motorola, Inc.

This contract is for a one year period subject to renewal for five consecutive years until December 31, 2008. The annual amount for this contract is \$98,482 and will stay fixed for three years and years 4 and 5 will be subject to a 2% increase. Motorola, Inc. was selected to handle our radio maintenance for the following reasons:

- * The subcontractor Smith's Two Way is the only authorized Motorola service and repair facility in Northwest Arkansas.
- * The subcontractor Smith's Two Way has an experienced staff of technicians which will be assigned to our contract.
- * Motorola offers factory authorized training to the authorized service centers to ensure they have the best trained personnel in the radio industry.
- * Motorola offers Field Technical Representative Services (engineers) who are available to assist subcontractors when problems arise.

SERVICE AGREEMENT

1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Agreement Order #: 0619013533888
Supersedes Agreement #(s): 618000252

Date: 11/1/2002

Required P.O.: No

Customer #: 1011442374

Bill to Tag #: 0001

Contract Start Date: 01/01/03

Contract Expiration Date: 12/31/08

Auto Renew: Yes

Payment Cycle: Annually

Tax Exempt: No

PO #:

Company Name: City of Fayetteville, AR
Attn: Kathy Stocker
Billing Address: 113 West Mountain Street
City, State, Zip: Fayetteville, AR, 72701
Customer Contact: Kathy Stocker
Phone: (479) 587-3561
Fax: (479) 587-3563

Qty	Model/Option	Description	Monthly Ext	Extended
	SVC01SVC1104	Technical Support Service		
1	SVC147AA	ENH: Smartnet System	\$ 52.25	\$ 627.00
1	SVC148AA	ENH: Conventional System	\$ 52.25	\$ 627.00
2	SVC135AA	ENH: Smartnet Site	\$ 30.40	\$ 364.80
12	SVC136AA	ENH: Smartnet Station	\$ 105.48	\$ 1,265.76
4	SVC138AA	ENH: Smartnet Operator Position	\$ 20.92	\$ 251.04
1	SVC139AA	ENH: Conventional Site	\$ 15.20	\$ 182.40
1	SVC140AA	ENH: Conventional Station	\$ 8.79	\$ 105.48
	SVC01SVC1108	Infrastructure Repair		
2	SVC257AB	ENH: Smartnet Site	\$ 120.66	\$ 1,447.92
12	SVC258AB	ENH: Smartnet Station	\$ 604.20	\$ 7,250.40
4	SVC260AB	ENH: Smartnet Operator Position	\$ 241.32	\$ 2,895.84
1	SVC261AB	ENH: Conventional Site	\$ 60.33	\$ 723.96
1	SVC262AB	ENH: Conventional Station	\$ 50.35	\$ 604.20
	SVC01SVC1220	Radio Repair Service		
120	SVC456AA	ENH: LCS2000	\$ 570.00	\$ 6,840.00
16	SVC467AA	ENH: MCS2000	\$ 83.68	\$ 1,004.16
27	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)	\$ 128.25	\$ 1,539.00
48	SVC510AA	ENH: SPECTRA ASTRO	\$ 319.20	\$ 3,830.40
69	SVC457AA	ENH: LTS2000	\$ 295.32	\$ 3,543.84
96	SVC469AA	ENH: MTS2000	\$ 456.00	\$ 5,472.00
119	SVC522AA	ENH: XTS3000 (COSMO)	\$ 622.37	\$ 7,468.44
2	SVC511AA	ENH: SPECTRA ASTRO CONSOLETTTE	\$ 16.16	\$ 193.92
	SVC01SVC1423	Local Radio Support Service		
120	SVC355AA	ENH: LCS2000	\$ 285.60	\$ 3,427.20
16	SVC366AA	ENH: MCS2000	\$ 41.76	\$ 501.12
27	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)	\$ 64.26	\$ 771.12
48	SVC410AA	ENH: SPECTRA ASTRO	\$ 159.84	\$ 1,918.08
69	SVC356AA	ENH: LTS2000	\$ 147.66	\$ 1,771.92
96	SVC368AA	ENH: MTS2000	\$ 228.48	\$ 2,741.76
119	SVC421AA	ENH: XTS3000 (COSMO)	\$ 310.59	\$ 3,727.08
2	SVC411AA	ENH: SPECTRA ASTRO CONSOLETTTE	\$ 8.08	\$ 96.96
	SVC01SVC1424	Onsite Infrastructure Response with Local Dispatch Service		
2	SVC218AD	ENH: OnSite Infrastructure Response-Sites-NonConventional	\$ 380.00	\$ 4,560.00
13	SVC219AD	ENH: OnSite Infrastructure Response -Stations	\$ 1,111.50	\$ 13,338.00
4	SVC220AD	ENH: OnSite Infrastructure Response -Ops	\$ 304.00	\$ 3,648.00
4	SVC222AD	ENH: OnSite Infrastructure Response -Links	\$ 342.00	\$ 4,104.00
24	SVC223AD	ENH: OnSite Infrastructure Response -Control Stations	\$ 570.00	\$ 6,840.00
	SVC290	Infrastructure Board Level Repair Services		
1		MOSCAD	\$ 400.00	\$ 4,800.00

One Time Warranty Adjustment

(6,525.00)

Annual Payment Discount

\$ (2,650.57)

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached

SUBTOTAL - RECURRING SERVICES \$ 8,206.90 \$ 98,482.80

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

SUBTOTAL - ONE-TIME EVENT SERVICES \$ (9,175.57)

TOTAL \$ 8,206.90 \$ 89,307.23

Contract pricing will stay fixed for 3 years. Inv. adjust will be made annually. Yrs 4 & 5 of contract subject to 2% increase. Fire Dept Equip to be serviced in the field. Tax rate is 5.125% plus \$81.25 tax fee. Service to be provided according to CSP.

TAXES \$0.00 \$4,658.25

GRAND TOTAL \$ 8,206.90 \$ 93,965.48

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA

SUBCONTRACTOR(S)	CITY	STATE
Motorola - System Support Center	Schaumburg	IL

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Customer Support Manager

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

Jim Slusser

(817) 788-2640

(817) 605-0971

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

FAX

iSolutions Service Agreement

This iSolutions Service Agreement is entered into by and between Motorola, Inc. ("Motorola") and the City of Fayetteville, Arkansas ("Customer").

Section 1 DEFINITIONS

"Agreement" means this iSolutions Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

Section 2 ACCEPTANCE

Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

Section 3 SCOPE OF SERVICES

3.1. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in Section 1.

3.2. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services.

3.3. If Motorola is providing Services for Equipment: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed.

3.4. Any equipment purchased by Customer from Motorola that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired.

3.5. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement.

3.6. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.7. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

3.8. If Equipment cannot, in Motorola's opinion, be properly or economically serviced due to excessive wear or Customer misuse, Motorola may: (i) modify the scope of Services related to such Equipment; (ii) remove such Equipment from the Agreement; or (iii) increase the price to Service such Equipment. If the scope of Services need to be changed or such change causes an increase in the price to Service such Equipment, both Motorola and the Customer will reflect agreement on such change(s) through a written change order. Neither party is

obligated to perform requested changes unless both parties execute a written change order. If the parties cannot reach agreement on the modified scope or price increase related to such Equipment, Motorola will remove such Equipment from the Agreement and return to the Customer any unused pro-rated portion of the price already paid by Customer to Service such Equipment.

3.9. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 4 EXCLUDED SERVICES

4.1. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

4.2. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

4.3. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.

4.4. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.

4.5. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in this Agreement, the hours of Service will be hours of 8:30 a.m. to 4:30 p.m., excluding weekends and holidays.

Section 7 CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically set forth in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer agrees to reimburse Motorola for all property

taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

Section 11 DEFAULT/TERMINATION

11.1. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. If either party defaults in the performance of any of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party.

11.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

11.3. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

Section 12 LIMITATION OF LIABILITY

Notwithstanding any other provision, except for personal injury or death, Motorola's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13 EXCLUSIVE TERMS AND CONDITIONS

13.1. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties.

13.2. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise.

13.3. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

Section 14 PROPRIETARY INFORMATION; CONFIDENTIALITY

14.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

14.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 16 OWNERSHIP OF INTELLECTUAL PROPERTY

This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 17 COVENANT NOT TO EMPLOY

During the term of this Agreement, and continuing for a period of two years thereafter, Customer agrees not to hire, nor to engage on contract, nor to solicit the employment of, nor to recommend employment to any third party of any Motorola employee or Motorola subcontractor with whom there is contact during an assignment under this Agreement, without the prior, written authorization of Motorola. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken herefrom.

Section 18 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 19 GENERAL TERMS

19.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

19.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Arkansas.

19.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

19.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

19.5. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.

19.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER PARTY NOTIFIES THE OTHER OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE.

19.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions and any prices in effect at the time of the termination or expiration will apply to those Services.

CITY OF FAYETTEVILLE, ARKANSAS (CUSTOMER)

By: _____

Name: _____

Title: _____

Date: _____

MOTOROLA, INC.

By: _____

Name: _____

Title: _____

Date: _____

SMITH TWO-WAY RADIO, INC. CAPITAL EQUIPMENT IN EXCESS OF \$2500.00 SERVICE DEPARTMENT			
	Make	Model#	Serial #
SERVICE MONITORS	Motorola	R2600 /nt	496ksl0039
	Motorola	R2600 /hs	496ksl0048
	Motorola	R2021 d/0900	415kpc0054
	Motorola	R2001 c/hs	415khm0070
	Motorola	R2004 d/hs	415kru0032
	Wavetek	ssi 3100	4284053
SERVICE LAPTOP PCs	Panasonic	CF-25	7GKSAO3775
	Panasonic	CF-25	8JKSAO7839
	Panasonic	CF-25	03980-48
	Panasonic	2850 B	8JKSAO7836
	Dell	LX 475 D	BLANK
	Dell	PPL	0009206D-1219
	Zenith	NTB 0142	67SDY1000289
	IBM	9545	23-BFM96
	AmeriNote	RL 400	3882A452

Michael B. Smith

520 N. College Ave.
Fayetteville, AR 72701
479-443-2222

Work Experience

8-1-80	
6-11-88	Smith Two-Way Radio, Inc. Fayetteville, AR Technician
6-12-88	
Present	Smith Two-Way Radio, Inc. Fayetteville, AR President

Schools

Motorola Training Center – Schaumburg, IL
LTR and PassPort “On Site” Training – February 2000
SmartZone System Overview – April, 2001
Networking Overview – April, 2001

Certificate of Achievement

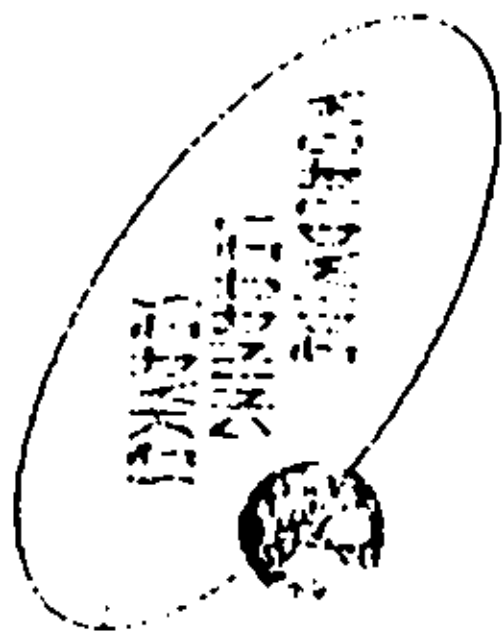
The America's Service Division
certifies that

Michael B. Smith

has successfully completed the MOTOROLA
Regional Technical Workshop

Networking Overview

Conducted: April 17, 2001



INSTRUCTOR
Michael B. Smith
TRAINING MANAGER

Technical Education Center



MOTOROLA

COMMERCIAL, GOVERNMENT AND INDUSTRIAL SOLUTIONS SECTION

Certificate of Achievement

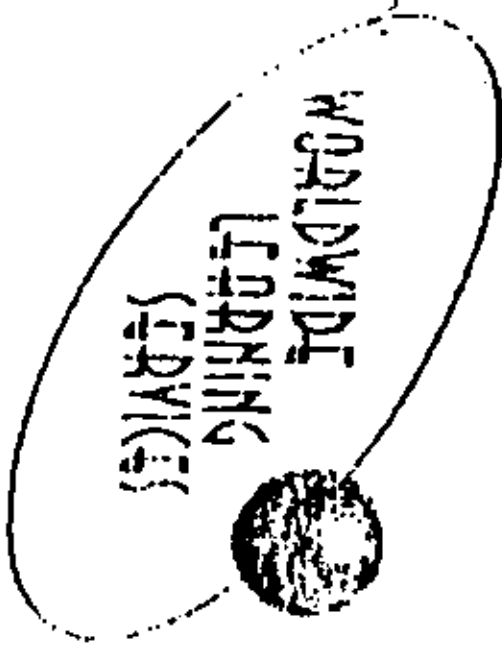
The America's Service Division
certifies that

Michael B. Smith

has successfully completed the MOTOROLA
Regional Technical Workshop

SmartZone System Overview

Conducted: April 18, 2001

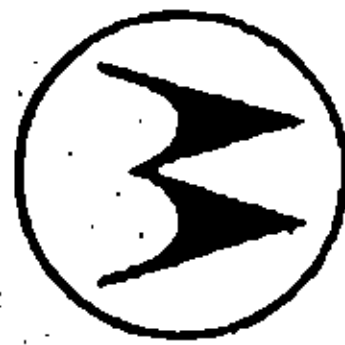



INSTRUCTOR
TRAINING MANAGER

Technical Education Center



Certificate Of Completion



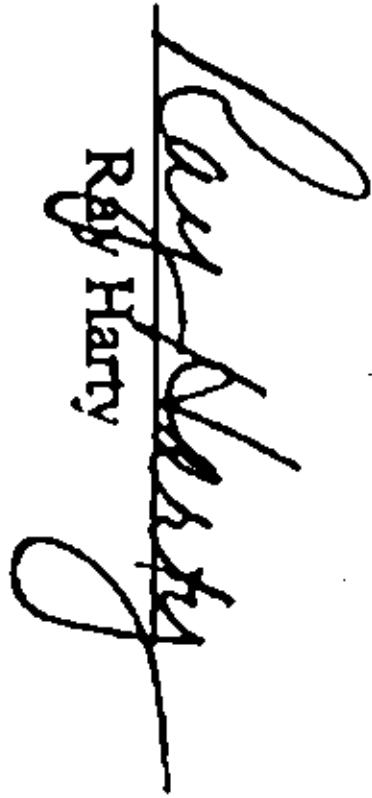
MOTOROLA

LTR and PassPort "On Site"

February 29, 2000

Mike Smith

Area Distribution Manager


Ray Hart

Division Training Manager


Mike Cox

ZETRON®

Achievement in Technical Training Presented To

Michael Smith

Of

Smith Two Way Radio

**In recognition of the successful completion of Zetron's training on the
Installation, Operation, and Maintenance of the 2000 Series and
Model 640 Paging Terminals.**

Presented on May 12, 2000
Redmond, Washington
United States of America

Susan Newcombe
Susan Newcombe
Training Manager

Bill Hughes
Bill Hughes
Director of Marketing



Achievement in Technical Training

To

Michael Smith

of

Smith Two Way Radio Inc

**In recognition of the successful completion of Zetron's training on the
Installation, Operation and Maintenance of the Series 4000.**

Presented on the first day of July 1999

Bo Ray
Vice President Sales

A handwritten signature in dark ink, appearing to read "Bo Ray", written over a horizontal line.

Gary Thompson
Instructor

A handwritten signature in dark ink, appearing to read "Gary Thompson", written over a horizontal line.

Dennis A. (Alfred) Henderson

15129 Lakewood Dr.

Lowell, AR 72745

479-927-2757

FCC General Radio-Telephone License PG19-20224

Work Experience

8-1-02

Present

Smith Two-Way Radio, Inc.
Fayetteville, AR
Systems Technician

5-1-97

4-1-02

BearCom
St. Paul, MN
Technical Manager

4-1-95

4-1-97

Capital Communications
St. Paul, MN
Field Technician

3-1-86

4-1-97

Comtronix
Tucson, AZ
Bench Technician

Schools

State Technical College – Plainwell, MI
Associates Degree – Telecommunications

Motorola Training Center – Schaumburg, IL
Centacom Elite Certificate
October, 2002

Certificate of Achievement

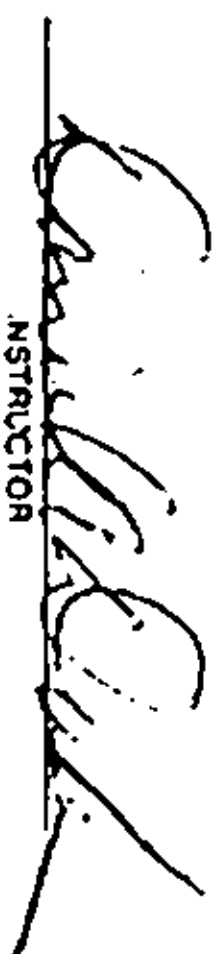
This is to certify that

Alfred Henderson

has successfully completed a MOTOROLA training program
in the principles and servicing of

Centracom Elite

During the period of October 7 - 11, 2002


INSTRUCTOR

TRAINING MANAGER

Technical Education Center



MARK A. REESE
720 S. 45TH ST.
ROGERS, AR 72758
501-631-7116

FCC General Radio-Telephone License PG10-17640

7/89 Smith Two Way Radio, Inc.
Present Technician

11/86 J-Mac Communications
7/89 Manager/Technician

6/83 G.R.D.A., Pryor, OK
11/86 SKADA Electronics

SCHOOLS

5/79 Oklahoma State University Technical Institute
8/83 Electronics Tecnology

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

 AMATEUR RADIO LICENSE 

NSSRA

MARK A REESE
203 KANE
SILOAM SPRINGS AR 72761

Special Conditions

Effective Date	Expiration Date
10/08/98	04/02/01
Operator Privileges	Station Privileges
ADVANCED	PRIMARY

THIS LICENSE SUBJECT TO CONDITIONS OF GRANT ON THE REVERSE SIDE
THIS LICENSE IS NOT TRANSFERABLE

Mark A. Reese
(Licensee's Signature)

FCC FORM 605
MAY 1995

INST NATIONAL
SERVICE
TRAINING

Certificate of Achievement

This is to certify that

Mark A. Reese
has successfully completed a MOTOROLA training program
in the principles and servicing of

TRUNKED SYNTOR X 9000

Instructed by

David T. Molloy

Conducted on October 13-16, 1987

at Little Rock, Arkansas

Christa Kleck
Manager-National Service Training



DUPLICATE



The United States of America

Federal Communications Commission

GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

This certifies that the individual named below is a licensed radio operator and is authorized to operate licensed radio stations for which this class of license is valid. The authority granted is subject to any endorsement placed on this license. The authority granted is also subject to the orders, rules, and regulations of the Federal Communications Commission, the statutes of the United States, and the provision of any treaties to which the United States is a party, which are binding upon radio operators.

This license may not be assigned or transferred to any other person. This license is valid for the lifetime of the holder unless suspended by the FCC.

Endorsement:

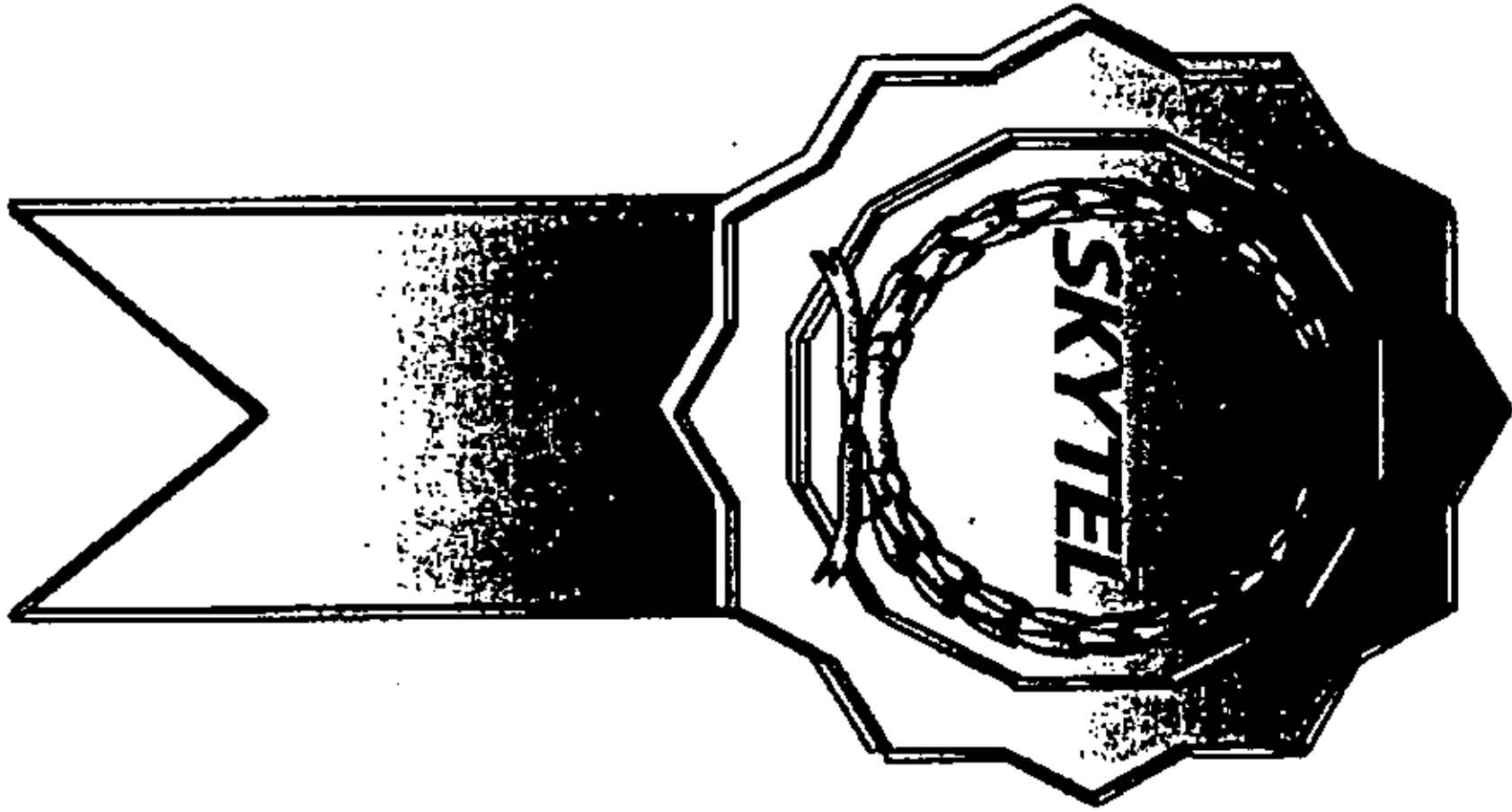
NONE

Licensee: MARK A. REESE

Date of Birth		Issuance Date		Place of Issuance	
JUNE 23, 1960		JANUARY 2, 1985		DALLAS, TX.	
				License Number	
				PG-13-17460	

Signature of Licensee Mark A. Reese





Charles W. Reese
Training Project Manager

CERTIFICATE OF ATTENDANCE

This certifies that

Mark A. Reese

Successfully completed SkyTel's

One-Way RF Maintenance

Course

May 21, 2002

Michael A. Ray
Senior Technical Trainer

ERIC E. SMITH
#3 PLATINUM DR.
FAYETTEVILLE, AR 72701
501-435-0387

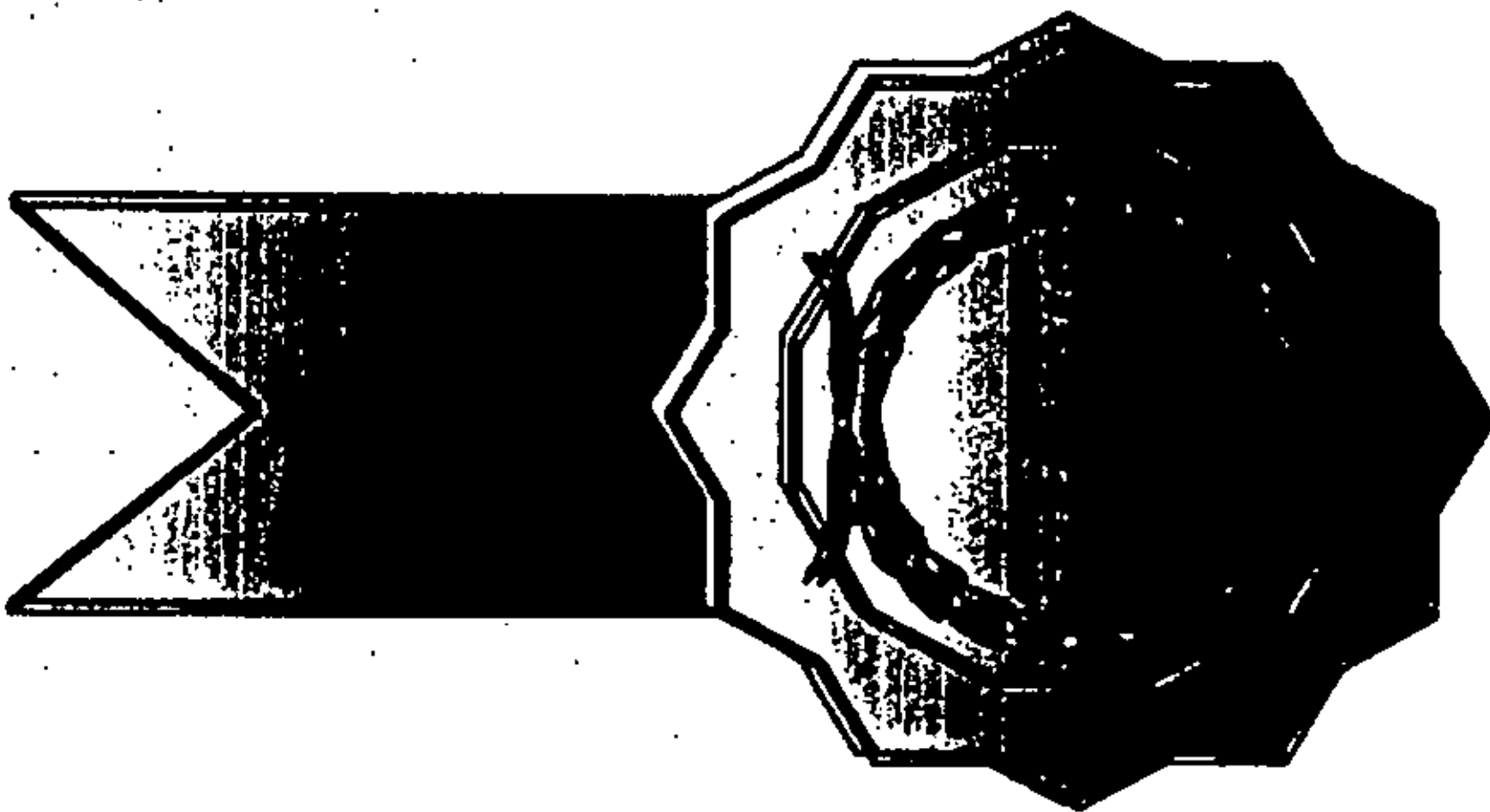
8/00 Present	Smith Two Way Radio, Inc. Radio Technician
7/99 8/00	Communications Plus Radio Technician
4/99 7/99	Bearcom Wireless Radio Repair
7/98 4/99	Comtex Communications Lead Radio Repair Technician
6/96 7/98	Mary Kay, Inc. Machine Operator
11/95 5/96	Marathon General Driver
7/93 11/95	Manpower Temporary Service Alcoa Electronic Packaging Assembler

MILITARY TRAINING

United States Navy

SCHOOLS

ATI Career Training Center
Naval Technical Training Center



Charles H. McGee
Training Project Manager

CERTIFICATE OF ATTENDANCE

This certifies that

Eric E. Smith

Successfully completed SkyTel's

One-Way RF Maintenance

Course

May 21, 2002

William J. Bell
Senior Technical Trainer

JEFFERY L. HENRETTY
16024 S HIWAY 71
WEST FORK, AR
501-839-2282

7/97 Smith Two Way Radio, Inc.
Present Manager

2/92 Telecomm West
6/97 Construction Foreman

8/86 Smith Two Way Radio, Inc.
1/92 Installer

1/85 Chief Auto Parts
7/86 Counter Supervisor

8/84 Smith Two Way Radio, Inc.
1/85 Installer

SCHOOLS

AC/DC Electronics
Glenayre; One-way Specific
Zetron; 4000 Training
Zetron; 6/26 Training
Motorola; Centracom Programming
Motorola; Centracom Gold Elite
Motorola; E-911 System

Certificate of Achievement

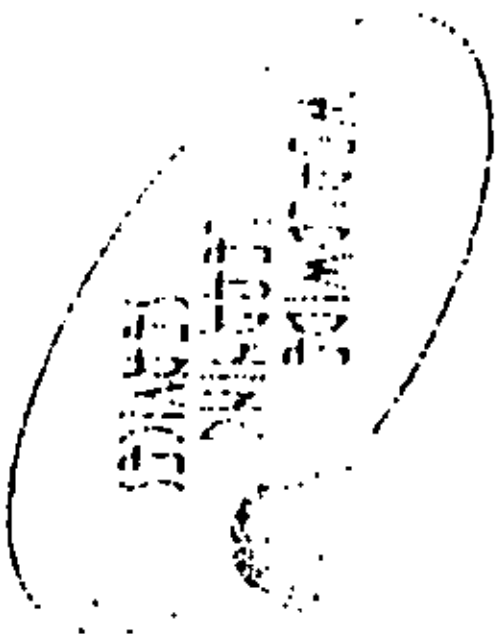
The America's Service Division
certifies that

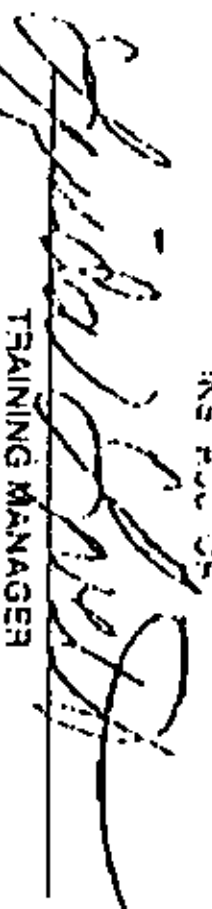
Jeff Henretty

has successfully completed the MOTOROLA
Regional Technical Workshop

CENTRACOM Programming

Conducted: March 8, 2001




INSTRUCTOR
TRAINING MANAGER

Technical Education Center



MOTOROLA
COMMERCIAL, GOVERNMENT AND INDUSTRIAL SOLUTIONS SECTOR

Certificate of Achievement

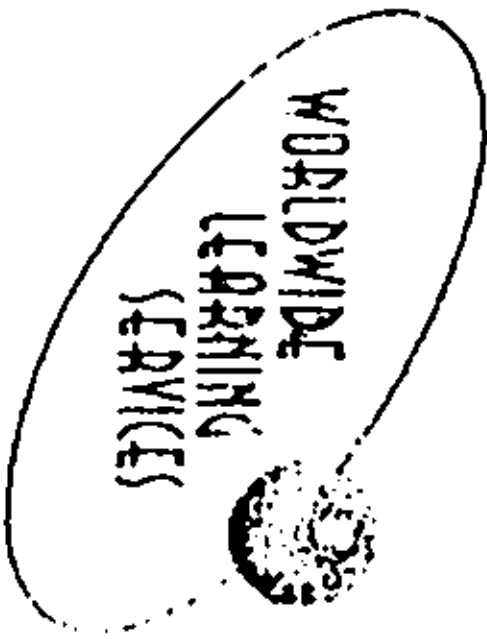
The America's Service Division
certifies that

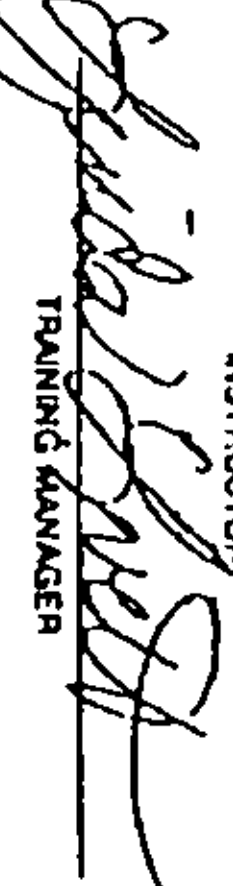
Jeff Henryetty

has successfully completed the MOTOROLA
Regional Technical Workshop

CENTRACOM Gold Elite Console

Conducted: March 7, 2001




INSTRUCTOR

TRAINING MANAGER
Technical Education Center



Certificate of Achievement

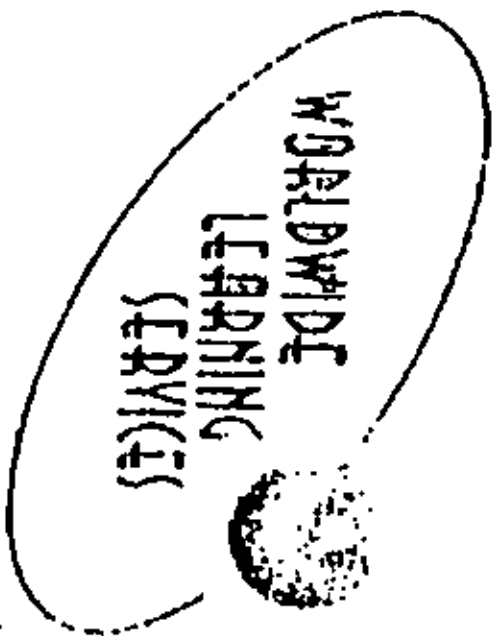
The America's Service Division
certifies that

Jeff Henryetty

has successfully completed the MOTOROLA
Regional Technical Workshop

CENTRALINK 2000 E911 System

Conducted: March 6, 2001




INSTRUCTOR

TRAINING MANAGER
Technical Education Center



ACHIEVEMENT IN TECHNICAL TRAINING

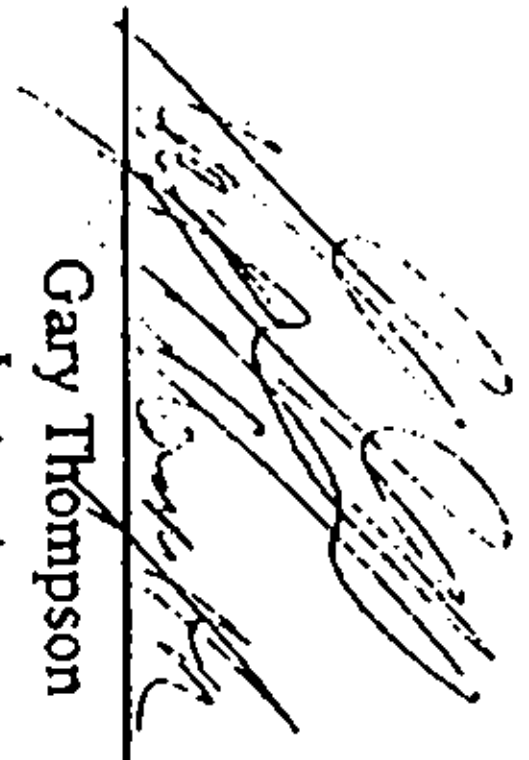
PRESENTED TO:

Jeff Henretty
Smith Two Way Radio

In Recognition of the Successful Completion
of Zetron's Training Course on the
Installation, Operation, and Maintenance
of the Series 4000 Dispatch Console.

Presented this twenty-sixth day of february, 1997

ZETRON


Gary Thompson
Instructor


Bobby Dickerson
Public Safety Manager

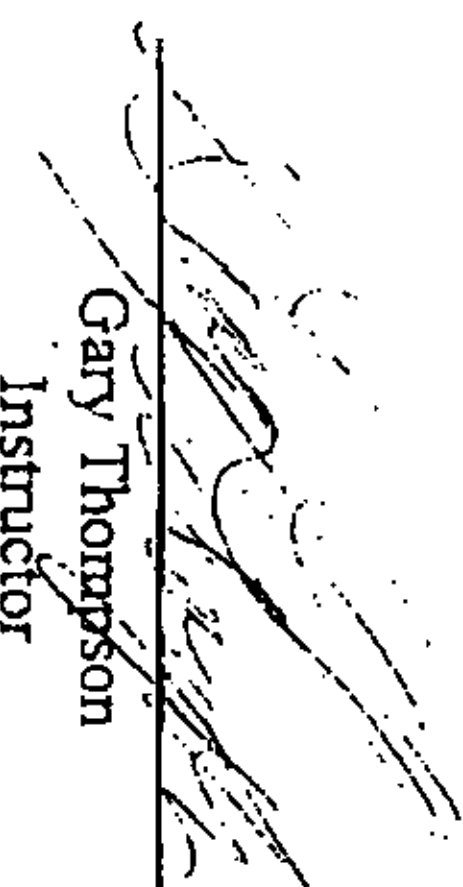
ACHIEVEMENT IN TECHNICAL TRAINING
PRESENTED TO:

*Jeff Henryetty
Smith Two Way Radio*

In Recognition of the Successful Completion
of Zetron's Training Course on the
Installation, Operation, and Maintenance
of the Model 6/26 Fire Station Alerting System.

Presented this twenty-sixth day of february, 1997

ZETRON


Gary Thompson
Instructor


Bobby Dickerson
Public Safety Manager

STAFF REVIEW FORM

Merit Electric
A. 6. Page 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of: December 3, 2002

FROM:

<u>David Wright</u>	<u>Parks and Recreation</u>	<u>Urban Development</u>
Name	Division	Department

ACTION REQUIRED: Review and Approve Contract with Merit Electric for installation of new ballfield lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400, along with the approval of the needed budget adjustment.

COST TO CITY:

<u>\$294,400</u>	<u>\$200,170</u>	<u>Lake Fay. Softball Complex Improv.</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>22509250-580600</u>	<u>\$10,575</u>	<u>Park Improvements</u>
Account Number	Funds Used to Date	Program Name
<u>01006.1</u>	<u>\$189,595</u>	<u>General</u>
Project Number	Remaining Balance	<u>Park Development</u>
		Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached[Signature]
Budget Manager[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Marsha Fawcett
Accounting Manager11/14/02
Date[Signature]
ADA Coordinator[Signature]
DateSee Comments & Attachments
City Attorney[Signature]
DateNancy Smith
Internal Auditor11/14/02
Date[Signature]
Purchasing Officer11/15/02
Date

STAFF RECOMMENDATION: Approve Contract

Connie Edmonson
Division Head11-14-02
Date[Signature]
Cross Reference[Signature]
Department Director11-14-02
DateNew Item: ☒ Yes ☐ No[Signature]
Administrative Services Director11-15-02
DatePrev Ord/Res #: [Signature][Signature]
Mayor11/15/02
DateOrig Contract Date: [Signature]

STAFF REVIEW FORM

Description Lake Fayetteville Softball Complex Lighting

Meeting Date December 3, 2002

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Deficient Contract Form

Purchasing Officer

ADA Coordinator

Internal Auditor

Please revise consistent
with the attached
guidelines, then re-submit
JFW
11/15/2002

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

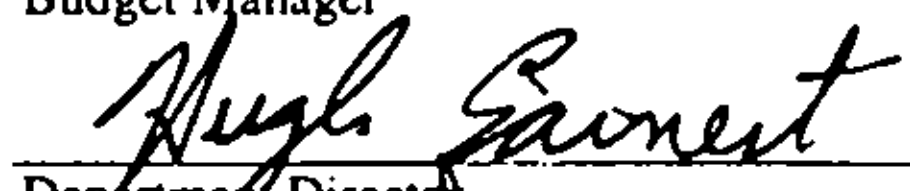
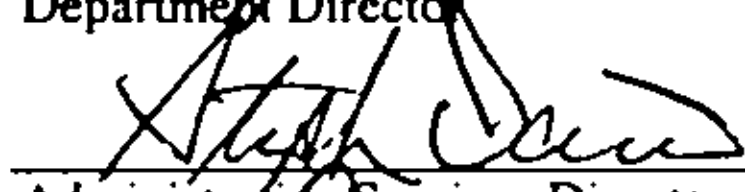
**Merit Electric
A. 6. Page 3**

Budget Year 2002	Department: Urban Development Division: Parks & Recreation Program: Parks Development / Sales Tax	Date Requested 12/3/2002	Adjustment Number
--------------------------------	--	--	--------------------------

Project or Item Requested: \$104,805 is requested in the Lake Fayetteville Lighting capital project.	Project or Item Deleted: \$37,400 from the Lewis/Asbell Athletic Complex Improvements capital project. \$67,405 from the Lake Fayetteville Softball Improvements capital project.
--	--

Justification of this Increase: The additional funding is needed for the contract with Merit Electric, Inc.	Justification of this Decrease: The Lewis/Asbell Athletic Complex parking lot project was deleted and had remaining funding. Currently, this project has a lesser priority than the Lake Fayetteville Lighting capital project.
---	--

Increase Expense (Decrease Revenue)							
Account Name	Account Number				Amount	Project Number	
Park improvements	4470	9470	5806	00	37,400	01006	1
Park improvements	2250	9250	5806	00	67,405	01006	1
Decrease Expense (Increase Revenue)							
Account Name	Account Number				Amount	Project Number	
Building costs	4470	9470	5804	00	37,400	01017	1
Park improvements	2250	9250	5806	00	67,405	02043	1

Approval Signatures		Budget & Research Use Only					
 Requested By	Date	Type:	A	B	C	<u>(D)</u>	E
 Budget Manager	Date	Date of Approval			Date	Initial	
 Department Director	Date	Posted to General Ledger			Date	Initial	
 Administrative Services Director	Date	Posted to Project Accounting			Date	Initial	
 Mayor	Date	Entered in Category Log			Date	Initial	

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:

49980

Vendor Name:

Merit Electric, Inc.

Address:

City:

State:

Zip:

Requester:

Connie Edmonston

FOB Point:

Fayetteville, AR

Ship To Code:

*Requester's Employee#:

101

Requisition No.:

Date:

11/14/02

P.O. Number:

Expected Delivery Date:

Mail:

Yes

Taxable:

Yes No

Division Head Approval:

Extension:

471

Item

Description:

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Number:

Project/Subproject Number:

Inventory #

Fixed Asset #

#02-64 Lake Fayetteville Softball Complex

1

Light Project

1

\$218,600.00

4470-9470-5806.00

01006.1

4

\$0.00

5

\$0.00

6

\$0.00

7

\$0.00

8

\$0.00

9

\$0.00

10

\$0.00

SHIPPING/HANDLING

\$0.00

Special Instructions:

Subtotal:

Tax: \$0.00

TOTAL: \$256,000.00

Approvals:

(for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Manager:

Data Processing Mgr:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council
THRU: Hugh Earnest, Urban Development Director *HE*
Connie Edmonston, Parks and Recreation Superintendent *C. E.*
FROM: David Wright, Parks and Recreation Program Coordinator
DATE: November 14, 2002
SUBJECT: Award of Bid #02-64 and Approval of Contract for Lake Fayetteville Softball Lighting.

Background

Lake Fayetteville Softball Complex, home of approximately 800 youth and adult softball games per year, has been in dire need of new field lighting for many years. The current lighting fixtures are the original fixtures installed when the facility was developed. National Safety Standards are for Baseball/Softball Field lighting to have 50 footcandles in the infield and 30 in the outfield. Current footcandle measurement at Lake Fayetteville is well below this standard. Green Anderson was hired to evaluate the current status of the electrical wiring of the park, designing the specifications and overseeing the project with the contractor. The replacement of the light poles, fixtures and electrical wiring will be the third step of renovations of this complex. The two prior steps included the replacement of the fencing and playground.

Current Status

Bids were opened on November 13, 2002 at 2:00pm. Two bids were received. Merit Electric from Fayetteville, Arkansas, had the low bid for the project.

Recommendation

Parks and Recreation and Green Anderson have reviewed the bids and recommend the contract be awarded to Merit Electric, in the amount of \$256,000, plus a 15 percent contingency of \$38,400, for a total cost of \$294,400. If you have any questions or need additional information, please call me at 444-3481 or Connie Edmonston at 444-3473.

Attachments:

Bid Tabulation Sheet

Contract

BID: 02-64
DATE: 11/13/02
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: BALLFIELD LIGHTING LAKE FAYETTEVILLE

BIDDER	TOTAL BID
HUGHES ELECTRIC	\$264,268.00
MERIT ELECTRIC	\$256,000.00

Certified by *P. Vice* P Vice Purch Mgr
Witness *P. Williams* Date *11/13/02*

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2002 by and between the City of Fayetteville, Arkansas and _____ (hereinafter called CONTRACTOR).

The City of Fayetteville and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of removal of existing light structures and providing and installing a new sports lighting system for Lake Fayetteville Softball Complex, and all items indicated in the Drawings and Specifications for the project.

Article 2. ENGINEER.

The Project has been designed by

Green Anderson Engineers, Inc.
2233 N. Green Acres Rd.
Fayetteville, AR 72703

who is hereinafter called ENGINEER and who is to act as the City of Fayetteville's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be substantially completed within 40 working days after the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 50 working days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* The City of Fayetteville and CONTRACTOR recognize that time is of the essence of the Agreement and that the City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the City of Fayetteville Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the City of Fayetteville, CONTRACTOR shall pay the City of Fayetteville Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

The City of Fayetteville shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the Bid Form pursuant to paragraphs 4.1 below:

4.1. for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or the City of Fayetteville may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the ENGINEER, and if the character and progress of the Work have been satisfactory to the City of Fayetteville and ENGINEER, the City of Fayetteville, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the City of Fayetteville as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER shall determine, or the City of Fayetteville may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, the City of Fayetteville shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the City of Fayetteville to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (**including the Addenda listed in Article 7**) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to

existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that the City of Fayetteville and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by the City of Fayetteville and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City of Fayetteville and CONTRACTOR concerning the Work consist of the following:

- 7.1 Advertisement for Bids
- 7.2 Instructions to Bidders
- 7.3 Bid Form
- 7.4 Notice of Selection
- 7.5 This Agreement (pages 1 to 7 inclusive).
- 7.6 Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.7 Certificates of Insurance, (Exhibit C).
- 7.8 Notice to Proceed (00550)
- 7.9 General Conditions (pages 1 to 42, inclusive).
- 7.10 Supplementary Conditions (pages 1 to 11 inclusive).
- 7.11 Specifications as listed in the table of contents.
- 7.12 Drawings as listed in the table of contents.
- 7.13 Addenda numbers __ to __, inclusive.
- 7.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- 7.15 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly not otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. The City of Fayetteville and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

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

8.6. **Freedom of Information Act.** City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the CONTRACTOR will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract will be interpreted and enforced according to the laws of the State of Arkansas.

IN WITNESS WHEREOF the City of Fayetteville and CONTRACTOR have signed in quadruplicate. One counterpart each has been delivered to the City of Fayetteville and ENGINEER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by the City of Fayetteville and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2002 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

By: _____
Mayor

CONTRACTOR: MERIT ELECTRIC

By: _____

PRESIDENT
Title

[CORPORATE SEAL]

Attest _____

Attest _____

* If a Corporation, attest by the Secretary.

License No. 0018940203

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA 02-12.00 and 13.00 TO VACATE AND ABANDON A SECTION OF DRAINAGE EASEMENTS LOCATED AT THE SOUTHWEST CORNER OF WATSON AND ST. CHARLES AVENUE, CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described drainage easements are not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County once the requirements of Section 3 have been satisfied.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby determines that this vacation shall not be effective until and unless the relocated storm sewer is installed and accepted by the City Engineer. If the relocated storm sewer is not completed by the applicant and accepted by the City Engineer by December 1, 2003, this vacation shall be null and void.

PASSED and APPROVED this the 3rd day of December, 2002.

APPROVED:

DRAFT

By: _____

DAN COODY, Mayor

*Amended
per City
Council Mtg
of 11/19/02*

ATTEST:

By: _____

Heather Woodruff, City Clerk

EXHIBIT "A"

Easement Description #1:

A fifteen (15) foot wide permanent drainage easement described as being seven and one-half (7 ½) foot on both sides of a center line that is within the above described property. Said centerline described as beginning 36.70 feet south of the northeast corner of lot 8, in Watson's Subdivision of lot numbered 14, block 8, County Court Addition to the City of Fayetteville, Arkansas; thence south 27 degrees 33'22" west 38.08 feet; thence south 74 degrees 44'20" west 158.18 feet.

Easement Description #2:

A Fifteen (15) foot wide permanent drainage easement described as being seven and one-half (7 ½) foot on both sides of a center line that is within the above described property. Said centerline described as beginning 36.70 feet south of the NORTHWEST Corner of Lot 8, in Watson's Subdivision of Lot Numbered 14, Block 8, County Court Addition to the City of Fayetteville, Arkansas; thence South 27 degrees 33'22" West 38.08 feet; thence South 74 degrees 44' 20" West 158.18 feet.

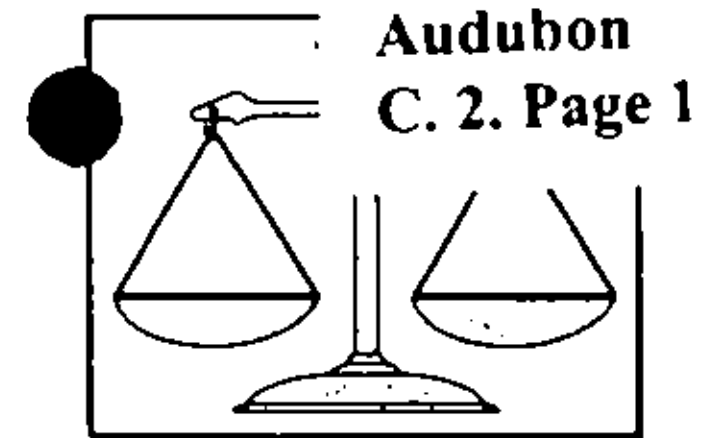
DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Brenda Thiel, Alderman

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to be "Kit Williams", followed by a long, sweeping horizontal line that extends across the page.

DATE: November 18, 2002

RE: Audubon Resolution

Attached is my latest redrafting attempt of the Audubon Resolution. All changes are within Section 1. Please let me know if further changes, additions or deletions are needed.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CITY OF FAYETTEVILLE
TO ENTER INTO AN AGREEMENT WITH AUDUBON ARKANSAS
FOR PROPERTY WITHIN THE WILSON SPRINGS BUSINESS PARK

WHEREAS, the City of Fayetteville is committed to preserve open space and areas of ecological and scenic importance, to protect water quality and wetlands, and to provide recreational opportunities for its citizens; and

WHEREAS, the City of Fayetteville owns about 289 acres known as Wilson Springs Business Park; and

WHEREAS, Audubon Arkansas has approached city officials and members of the City Council regarding its desire to lease Wilson Springs Business Park property for nature based education habitat restoration and wildlife conservation purposes; and

WHEREAS, Audubon Arkansas desires to establish an "Important Bird Area" in the Wilson Springs Business Park, and at some point in the future construct an Audubon nature center on or near Wilson Springs Business Park; and

WHEREAS, the City of Fayetteville plans to develop approximately 70 acres of Wilson Springs Business Park for commercial purposes.

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

Section 1. That the Mayor of Fayetteville is authorized to negotiate and to enter into a lease agreement with National Audubon Society for property in the Wilson Springs Business Park, in the amount of about 219 acres (less acreage needed to extend Crystal Springs to intersect with Dean Solomon Road, any acreage needed for streets on the Master Street Plan and any sewer lines including construction easements for all such streets and sewer line extensions) in order to provide education, conservation, and recreation uses of the property.

DRAFT

The consideration for such a lease shall include construction within a reasonable period of time of a nature science center by Audubon Arkansas, nature trails and observation areas throughout the site with free access to Fayetteville citizens and school children.

Section 2. That the City of Fayetteville, Arkansas will attempt to expand city ownership or control of property upstream and downstream of Wilson Springs Business Park along Clabber Creek and its tributary streams, where feasible, for education, conservation, birding and recreation uses, thereby minimizing adverse environmental impacts on property to be leased to Audubon Arkansas.

PASSED and APPROVED this the 3rd day of December, 2002.

APPROVED:

By: **DRAFT**
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of December 3, 2002.

FROM: Tim Conklin Planning Urban Development
 Name Division Department

ACTION REQUESTED: To approve an ordinance for VA 02-14.00 as submitted by Karan Sanders for property located at 1385 Wimbledon Place, Fayetteville, Arkansas. The request is to vacate a section of the utility easement as shown and described on the attached map and legal description.

COST TO CITY:

\$0
 Cost of this request Category/Project Budget Category/Project Name

Account Number Funds used to date Program Name

Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

Budget Coordinator Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
<i>[Signature]</i>	11/15/02		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on November 12, 2002 the Planning Commission voted 8-0-0 to recommend the vacation be approved by the City Council.

[Signature]
 Division Head
[Signature]
 Department Director
[Signature]
 Administrative Services
 Director
[Signature]
 Mayor

11-15-02
 Date
 11-19-02
 Date
 11-15-02
 Date
 11/19/02
 Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

CC Meeting of December 3, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Sanders Easement Vacation

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, City Planner, A.I.C.P.
DATE: November 15, 2002

Project: VAC 02-14.00 (1030): Vacation (Sanders, pp 214) was submitted by Lewis Sanders on behalf of Karan Sanders for property located at 1385 Wimbledon Place. The property is zoned R-1, Low Density Residential and contains approximately 0.29 acres. The request is to vacate a 15' utility easement.

No objections from the adjacent property owners have been submitted to the City.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric – No Objections
Southwestern Electric Power Company - NA
Arkansas Western Gas – No Objections
SW Bell – No Objections
Cox Communications - No Objections

City of Fayetteville:
Water/Sewer – No Objections
Street Department - No Objections
Solid Waste - No Objections
Engineering – No objections.

Current Status:

On Nov. 12, 2002, the Planning Commission voted 7-0-0 to forward the Vacation to the City Council with a recommendation for approval.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-14.00 TO VACATE AND ABANDON
A SECTION OF UTILITY EASEMENT LOCATED AT LOT 27 OF
SUMMERHILL SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS, AS
SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public
grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described utility
easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of
its rights together with the rights of the public generally, in and to the following described utility
easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be
filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

By _____
Dan Coody, Mayor

DRAFT

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A PORTION OF LOT NUMBERED TWENTY-SEVEN (27) IN SUMMERHILL, A PLANNED UNIT DEVELOPMENT OF THE CITY OF FAYETTEVILLE, SITUATED IN WASHINGTON COUNTY, STATE OF ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK OF WASHINGTON COUNTY, ARKANSAS.

AREA WITHIN LOT 27 OF SUMMERHILL TO BE VACATED IS REFERENCE FROM THE SOUTHWEST MOST CORNER OF THE LOT IN A X-Y PLANE WITH THE SOUTH PROPERTY LINE BEING THE X-AXIS. AREA IS BOUNDED BY POINTS (38',0'), 13',25'), (42',25'), (42',15'), (120',15') AND (120',0') AS ILLUSTRATED BY ATTACHED DRAWING.

Aviles: Welcome to the Tuesday, November 12, 2002 meeting of the Fayetteville Planning Commission. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call there were eight Commissioners present with Commissioner Shackelford being absent.

Approval of Minutes:

Aviles: Thanks Renee. The approval of the minutes from the October 28th meeting is the next item on our agenda. Do I have a motion for approval of the minutes?

Ward: So moved.

Allen: Second.

Aviles: I have a motion and a second. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the minutes were approved by a vote of 8-0-0.

VAC 02-14.00 (1030): Vacation (Sanders, pp 214) was submitted by Lewis Sanders on behalf of Karan Sanders for property located at 1385 Wimbledon Place. The property is zoned R-1, Low Density Residential and contains approximately 0.29 acres. The request is to vacate a 15' utility easement.

LSP 02-44.00: Lot Split (Walgreens, pp 135) was submitted by James Koch of CEI Engineering on behalf of Whiteco Interra Ventures, LLC for property located at 3939 N. Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.97 acres. The request is to split into two tracts of 1.74 acres and 1.23 acres.

Aviles: Thank you Renee. This evening the first two items on the agenda, VAC 02-14.00 and LSP 02-44.00 have been placed on the consent agenda. Commissioners, is there any Commissioner that would wish to pull this from the consent agenda or is there any member of the audience wishing to do so? Seeing none, we will go ahead and entertain a motion for the consent agenda.

Allen: I move for approval of the consent agenda.

Aviles: I have a motion by Commissioner Allen.

Hoover: I will second.

Aviles: A second by Commissioner Hoover. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve the consent agenda was approved by a vote of 8-0-0.

Aviles: Thanks. The consent agenda passes.

**PETITION TO VACATE AN EASEMENT LOCATED IN LOT 27 OF
SUMMERHILL SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS**

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

I, the undersigned, being the sole owner of the real estate containing the easement hereinafter sought to be abandoned and vacated, lying in Lot 27 of Summerhill Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as per the attached drawing (prepared by Lewis F. Sanders, P.E., and dated October 4, 2002).

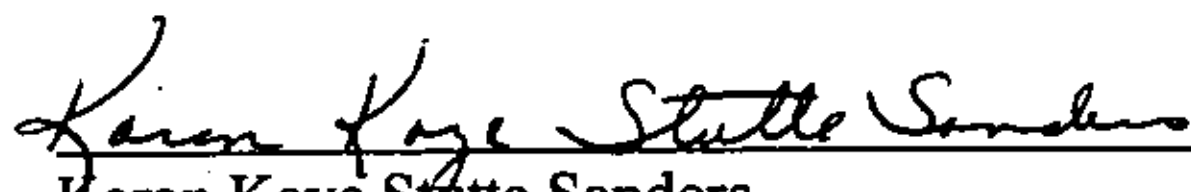
That the abutting real estate affected by said abandonment of the easement is Lot 26 and 27 of Summerhill Subdivision City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioner prays that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

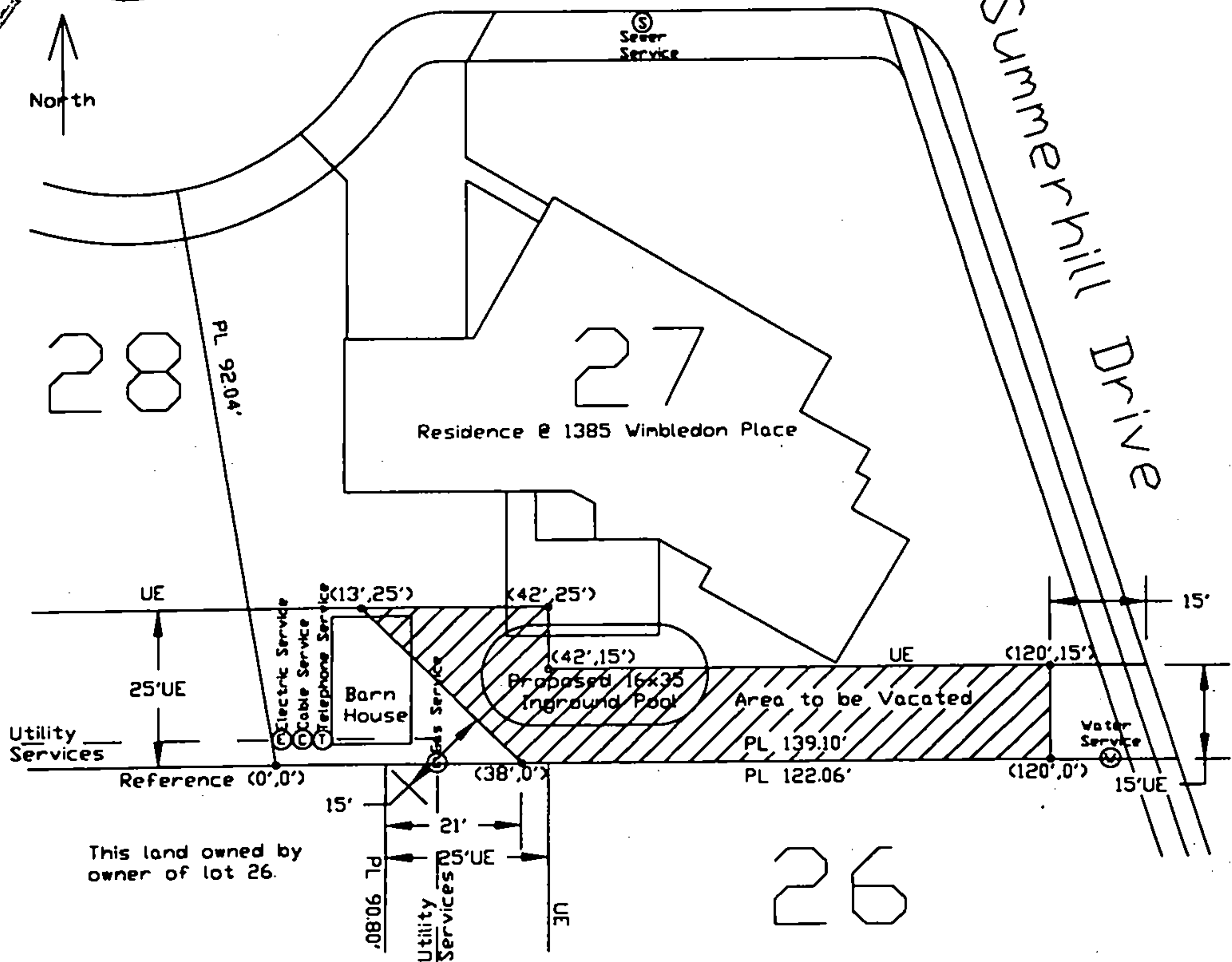
The petitioner further prays that the above-described real estate be vested to the property owner as provided by law.

WHEREFORE, the undersigned petitioner respectfully prays that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate and that title to said real estate sought to be abandoned be vested to the property owner as provided by law, and as to that particular land the owner be free from the easements of the public.

Dated this 13 day of Oct, 2002.


Karan Kaye Stutte Sanders

Wimbledon Place



Legal Description of Area being Vacated:

Area to have Utility Easement vacated as illustrated by the hatched area above is a portion of Lot Numbered Twenty-Seven (27) in Summerhill, a Planned Unit Development to the City of Fayetteville, situated in Washington County, State of Arkansas, as per plat on file in the office of the Circuit Clerk of Washington County, Arkansas.

Area within Lot 27 of Summerhill to be vacated is reference from the Southwest most corner of the lot in a x-y plane with the South Property Line being the x-axis. Area is bounded by points (38',0'), (13',25'), (42',25'), (42',15'), (120',15') and (120',0') as illustrated by the hatched area above.

Note: There are no Service Utilities within the area being vacated as established by Arkansas One Call.

[Signature] 10/4/02

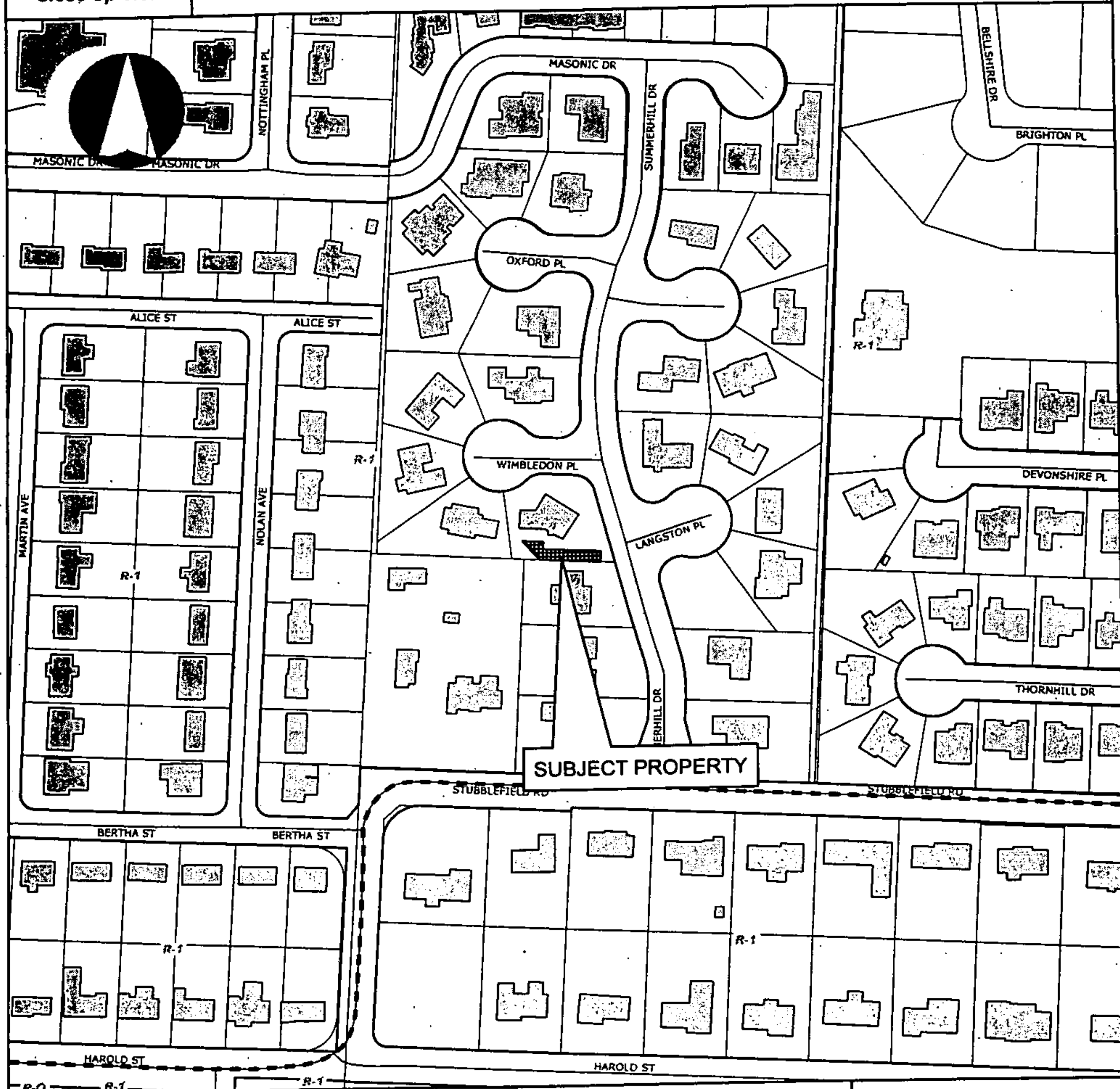
Prepared by:

Lewis F. Sanders, P.E.
1385 Wimbledon Place
Fayetteville, AR 72703
Pgr: 973-6457

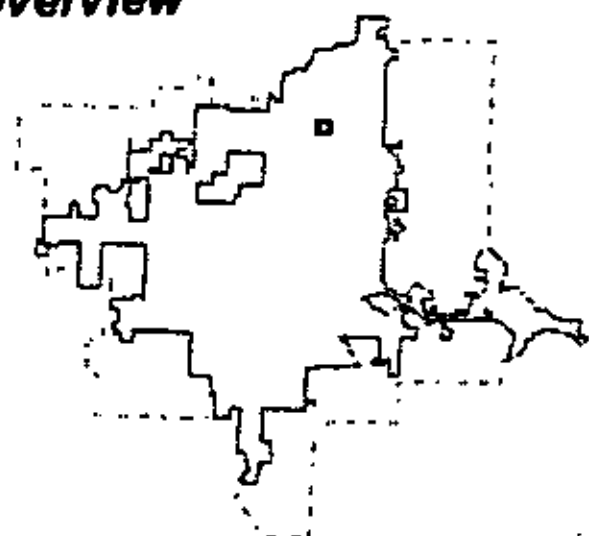
VAC02-14.00

Close Up View

SANDERS



Overview



Legend

Subject Property

VAC02-14.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

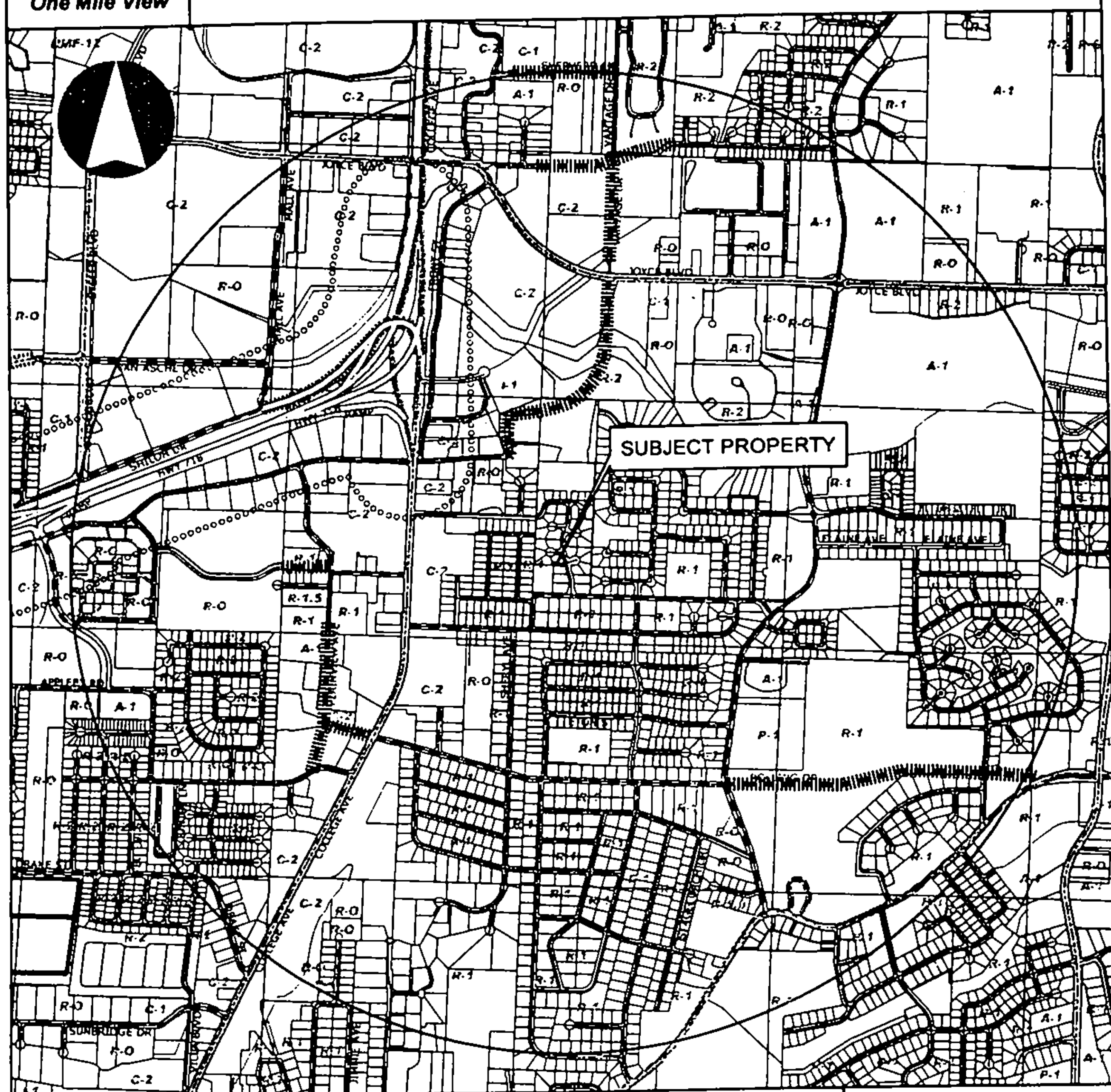
Collector

Historic Collector

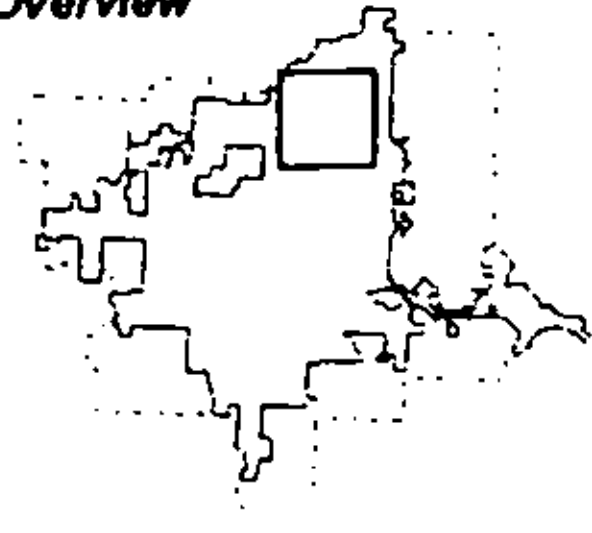
0 75 150 300 450 600 Feet

One Mile View

SANDERS



Overview



Legend

Subject Property



Streets


Planned

Boundary

 Planning Area

000008
7-11-11

☐ Outside City

Master Street Plan

 Freeway/Expressway Minor Arterial

••• Historic Collector

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of December 3, 2002.

FROM: Tim Conklin Planning Urban Development
Name Division Department

ACTION REQUESTED: To approve an ordinance for RZN 02-18.00, RZN 02-19.00, RZN 02-20.00, RZN 02-29.00, RZN 02-30.00, RZN 02-31.00, and RZN 02-32.00 as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.

COST TO CITY:

\$0
Cost of this request Category/Project Budget Category/Project Name
Account Number Funds used to date Program Name
Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:
Accounting Manager Date ADA Coordinator Date
City Attorney Date Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval and on November 12, 2002 the Planning Commission voted to recommend to the City Council approval of the rezonings as requested.

Tim Conklin
Division Head Date 11-15-02
Margaret E. Egan
Department Director Date 11-15-02
Steve Sand
Administrative Services Director Date 11-15-02
Alan Cooley
Mayor Date 11-19-02
Cross Reference
New Item: Yes No
Prev Ord/Res#:
Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

For CC Meeting of Dec. 3, 2002113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264**PLANNING DIVISION CORRESPONDENCE**

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, A.I.C.P., Associate Planner
THRU: Tim Conklin, City Planner
DATE: November 15, 2002

RZN 02-18.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located south of Center Street, between University Avenue and Gregg Avenue to include 28 University Ave., 42 University Ave., 50 University Ave., and 102 University Ave. and 227 and 303 Gregg Ave. Approximately .19 acres is zoned C-1, Neighborhood Commercial and approximately 3 acres is zoned I-1, Heavy Commercial and Light Industrial, totaling 3.19 acres. The request is to rezone to R-O, Residential Office.

RZN 02-19.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located between Center Street and Prairie Street, between Gregg Avenue and West Avenue to include 304 Gregg and part of 308 Gregg and 301 and 303 West Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 5.61 acres. The request is to rezone to R-O, Residential Office.

RZN 02-20.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 545 Center Street. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .49 acres. The request is to rezone to C-3, Central Commercial.

RZN 02-29.00: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 32 and 38 University Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .37 acres. The request is to rezone to R-1, Low Density Residential.

RZN 02-30.00: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 37 Gregg Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .67 acres. The request is to rezone to R-2, Medium Density Residential.

RZN 02-31: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 316 and 320 Gregg Ave and 510 and 512 Prairie St. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 1.08 acres. The request is to rezone to R-O Residential Office.

RZN 02-32: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 208 Gregg. The property is zoned R-1 Low Density Residential and contains approximately .25 acres. The request is to rezone to R-O Residential Office.

The current zoning map is over 30 years old; adopted in 1970. Certain areas of the city are zoned in a manner that is incompatible with the current land use. Fayetteville General Plan 2020 has a policy that states "*Identify and rezone inappropriately zoned industrial areas to more appropriate uses.*" Planning staff identified the Mill District Neighborhood as an appropriate study area due to the character of the neighborhood, which has a significant amount of industrial zoned land that is used as residential.

The study began in March. Staff met with the neighborhood five times over the course of six months. The final rezoning proposals were presented to the Planning Commission at the November 12, 2002 Planning Commission meeting.

CURRENT STATUS

On Nov. 12, 2002, the Planning Commission voted 7-0-0 to forward the following rezonings to City Council for approval:

RZN 02-18.00;	RZN 02-30.00; and
RZN 02-20.00;	RZN 02-32.00.
RZN 02-29.00;	

On Nov. 12, 2002, the Planning Commission voted 7-0-0 to forward RZN 02-19 to City Council and include Lot 3 of the Gallaher Addition (308 Gregg).

On Nov. 12, 2002, the Planning Commission voted 7-1-0 to forward RZN 02-31.00 to the City Council for approval.

RECOMMENDATION

City Council approval of the following rezoning requests to include Lot 3 of the Gallaher Addition (308 Gregg) in RZN 02-19:

RZN 02-18.00	RZN 02-30.00
RZN 02-19.00	RZN 02-31.00
RZN 02-20.00	RZN 02-32.00
RZN 02-29.00	

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITIONS RZN 02-18.00, RZN 02-19.00, RZN 02-20.00, RZN
02-29.00, RZN 02-30.00, RZN 02-31.00, AND RZN 02-32.00 FOR PARCELS
LOCATED IN THE MILL DISTRICT NEIGHBORHOOD AS DESCRIBED
IN EXHIBITS A THROUGH G, AS SUBMITTED BY THE CITY OF
FAYETTEVILLE PLANNING DIVISION ON BEHALF OF THE MILL
DISTRICT NEIGHBORHOOD ASSOCIATION.

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

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

RZN 02-18.00: From I-1, Heavy Commercial, Light Industrial to R-O,
Residential Office; RZN 02-19.00: From I-1, Heavy Commercial, Light
Industrial and R-1, Low Density Residential, to R-O, Residential Office; RZN
02-20.00: From I-1, Heavy Commercial, Light Industrial to C-3, Central
Commercial; RZN 02-29.00: From I-1, Heavy Commercial, Light Industrial to
R-1, Low Density Residential; RZN 02-30.00 from I-1, Heavy Commercial,
Light Industrial to R-2, Medium Density Residential; RZN 02-31.00 from I-1,
Heavy Commercial, Light Industrial to R-O, Residential Office; RZN 02-32.00
from R-1, Low Density Residential to R-O, Residential Office as shown in
Exhibits A through G attached hereto and made a part hereof.

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

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

Mill District Neighborhood
RZN 02-18
(I-1 to R-O):

Legal Description:

A part of the NE/4-SW/4 of Section 16, T-16-N, R-30-W and being more particularly described as follows, to wit:

Beginning at a point N 02°54'04" E 140.78' and N 87°05'56" W 139.17' from the SE Corner of said NE/4-SW/4, said point being the SE Corner of Lot 10 of the Hall & Gollaher Addition, thence the following bearings and distances:

N 03°07'32" E 150.00'
N 87°01'05" W 89.97' to the East R/W line of the Arkansas & Missouri RR
N 12°59'05" E 105.97'
N 01°53'44" E 470.01'
S 88°30'06" E 43.00'
N 00°46'05" E 116.17'
N 00°53'26" E 116.81'
N 87°19'56" W 100.02' to the West R/W line of the Ark & Mo RR
S 00°59'01" W 75.48'
N 86°45'03" W 101.73' to the East R/W line of University Avenue
S 02°32'04" W 83.77'
S 87°19'56" E 104.27' to the West R/W line of the Ark & Mo RR
S 00°46'05" W 44.09'
Along a 2350' radius curve to the right 105.95' (chord S 02°03'34" W 105.94')
To the NE Corner of Lot 10 Revised Plat of County Court Plat NE-SW
N 87°19'56" W 106.51'
S 02°32'4" W 228.50'
S 87°19'56" E 92.10'
S 09°59'06" W 86.15'
S 11°54'21" W 71.41'
S 12°46'35" W 63.74'
S 13°09'46" W 20.91'
N 87°19'56" W 54.11' to the East R/W of University Avenue
S 02°32'04" W 289.92'
N 22°12'52" E 115.14'
S 87°01'05" E 199.31' to the POB, containing 3.19 Acres, more or less.

EXHIBIT "B"

Mill District Neighborhood

RZN 02-19

(I-1 to R-O):

Legal Description:

A part of the NW/4-SE/4, SW/4-SE/4 and the NE/4-SW/4 of Section 16, T-16-N, R-30-W, and being more particularly described as follows, to wit:

Beginning at the SW Corner of said NW/4-SE/4, thence the following bearings and distances:

S 87°10'05" E 241.65'
S 14°03'09" E 104.51'
S 87°10'16" E 91.99' to the West R/W of West Avenue
N 02°41'25" E 165.00'
N 87°10'16" W 166.01' to the East line of old RR R/W
Northeasterly along a 550' radius curve to the right 131.59'
(Chord bearing and distance = N 01°45'24" E 131.28')
N 08°36'40" W 286.87' to a point of curve
Northwesterly along a 1550' radius curve to the left 469.07'
(Chord bearing and distance = N 00°03'31" W 467.29')
N 08°43'42" W 39.63' to a point of curve
Northwesterly along a 2096.53' radius curve to the left 56.10'
(Chord bearing and distance = N 08°43'42" W 56.10')
N 87°22'16" W 102.00'
N 08°43'42" W 218.27'
S 02°54'04" W 944.68'
N 87°10'16" W 142.50' to the NW Corner of Lot 6 in the Hall & Gollaher Addition
S 03°07'32" W 210.16'
S 87°01'05" E 109.33'
S 02°54'04" W 50.00'
N 87°01'05" W 109.52'
S 03°07'32" W 50.86'
S 87°12'23" E 109.72' to the POB, containing 5.61 acres, more or less.

EXHIBIT "C"

A PART OF BLOCK 22 OF THE ORIGINAL TOWN PLAT OF THE CITY OF FAYETTEVILLE, ARKANSAS, BEING 50' EITHER SIDE OF THE CENTERLINE OF THE ABANDONED BURLINGTON-NORTHERN RAILROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT N87°22'16"W 184.82' (DEED DISTANCE) FROM THE SE CORNER OF SAID BLOCK 22, THENCE N 08°43'42"W 218.27' ALONG THE ABANDONED RR R/W TO THE NORTH LINE OF BLOCK 22, THENCE N87°22'06"W 102.00 TO THE WEST LINE OF SAID ABANDONED RR R/W, THENCE S 08°43'42"E 218.27' TO THE SOUTH LINE OF BLOCK 22, THENCE S87°22'16"E 102.00' TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES, MORE OR LESS.

EXHIBIT "D"

Mill District Neighborhood
RZN 02-29
(I-1 to R-1):

Legal Description:

Lots 11 and 12 of the Revised Plat of the County Court Plat NE-SW, Section 16, T-16-N, R-30-W, containing 0.37 acres, more or less.

EXHIBIT "E"

Mill District Neighborhood
RZN 02-30
(I-1 to R-2):

Legal Description:

Part of the NE/4 of the SW/4 of Section 16, T-16-N, R-30-W, and being more particularly described as follows, to wit:

Beginning at a point N 02°54'04" E 981.18' from the SE Corner of said NE/SW, thence N 02°54'04" E 159.50', thence N 86°44'14" W 184.74' to the East R/W line of the Arkansas-Missouri Railroad, thence S 01°29'54" W 42.81', thence S 00°53'26" W 116.81', thence S 86°44'14" E 179.59' to the POB, containing 0.67 Acres, more or less.

EXHIBIT "F"

Mill District Neighborhood
RZN 02-31
(I-1 to R-O):

Legal Description:

Part of the SE/4 of the SW/4 and part of the SW/4 of the SE/4 of Section 16, T-16-N, R-30-W, and being more particularly described as follows, to wit:

Beginning at a point S 02°12'42" W 258.66' from the NE Corner of said SE/SW, thence N 87°10'16" W 126.69', thence S 03°45'14" W 204.00', thence S 89°07'36" E 278.24', thence N 02°12'42" E 139.65', thence N 87°10'16" W 146.00', thence N 02°12'42" E 54.84' to the POB, containing 1.08 acres, more or less.

EXHIBIT "G"

Mill District Neighborhood
RZN 02-32
(R-1 to R-O):

Legal Description:

Part of the SE/4 of the SW/4 of Section 16, T-16-N, R-30-W, and being more particularly described as follows, to wit:

Beginning at a point S 02°12'42" W 171.00' from the NE Corner of said SE/SW, thence N 87°12'23" W 124.33', thence S 03°45'14" W 87.59', thence S 87°10'16" E 126.69', thence N 02°12'42" E 87.66' to the POB, containing 0.25 acres, more or less.

Neighborhood Rezoning Study

Mill District Neighborhood

Background

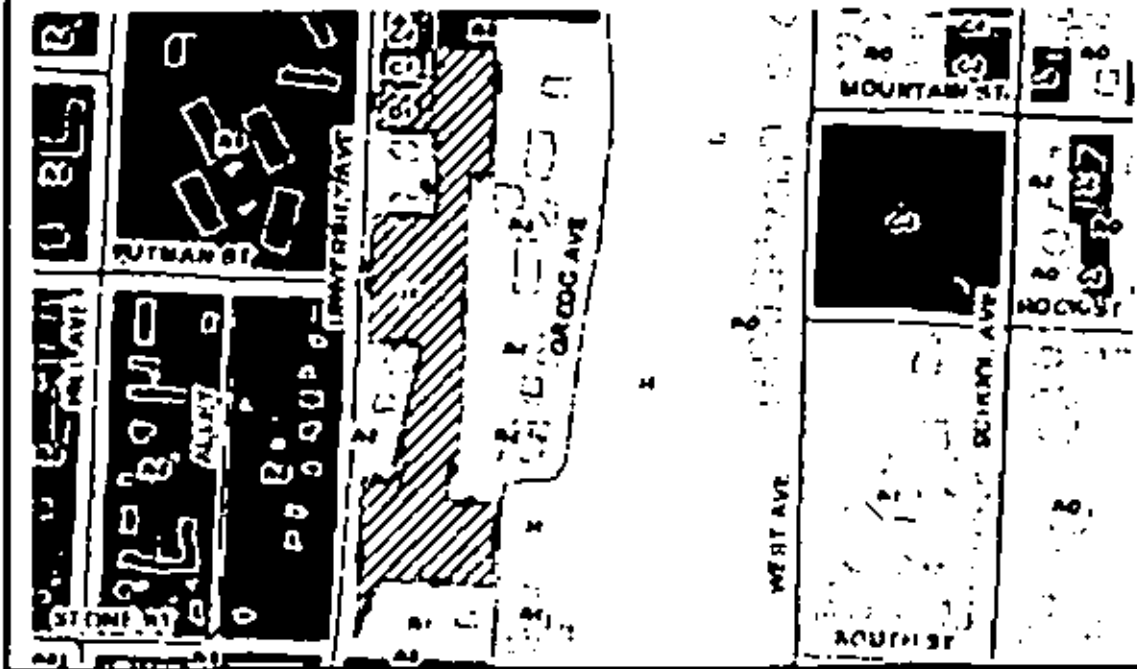
- Effort to implement General Plan 2020 policy:
"Identify and rezone inappropriately zoned
industrial areas to more appropriate uses."
- Mill District neighborhood selected due to
residential land uses, but industrial zoning.
- Began in March, 2002
- Five neighborhood meetings, land use survey,
and mailed out survey
- Proposing seven areas for rezoning

RZN 02-18.00

From I-1 to R-O

- South of Center between University and Gregg:
28 University, 42 University, 50 University, 102 University,
227 Gregg and 303 Gregg
- Does not include 32 University, 38 University,
110 University, and 37 Gregg
- Used primarily as residential
- R-2 to the east and west, C-1 and R-3 to the north,
R-1 to the south
- Neighborhood supports this request

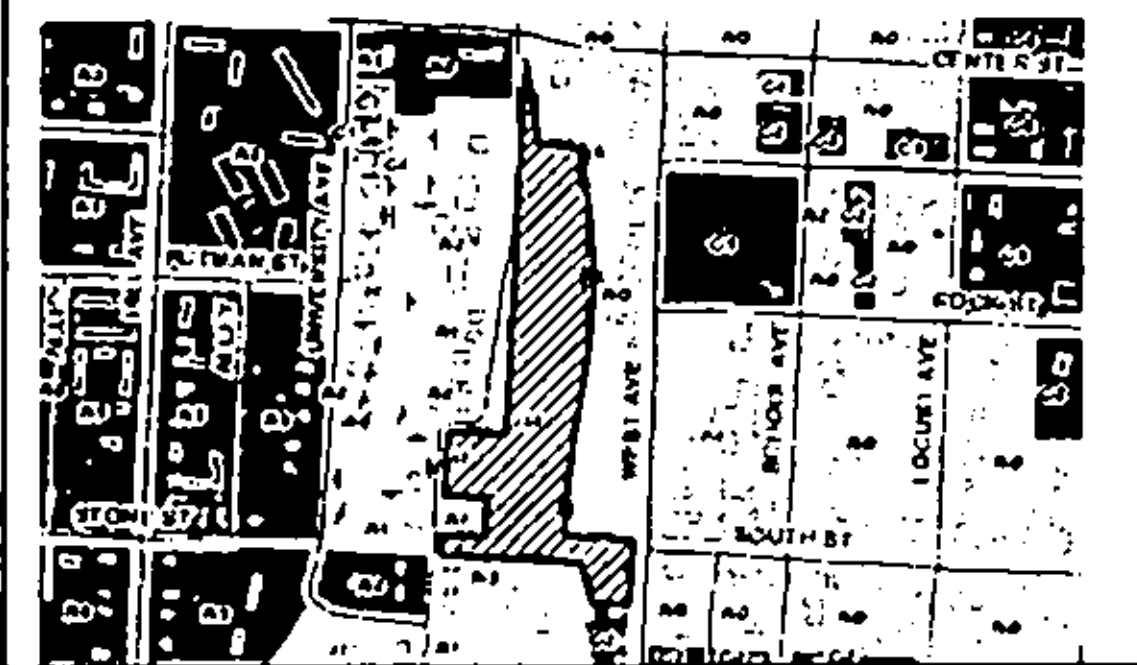
RZN 02-18.00
From I-1 to R-O



RZN 02-19.00
From I-1 to R-O

- Between Center and South, between Gregg and West: 304 Gregg, 301 West and 303 West
- Area is mostly vacant with single family uses
- R-O to the east and R-1 and R-2 to the west
- Area to the north is proposed for C-3
- Neighborhood supports this request

RZN 02-19.00
From I-1 to R-O



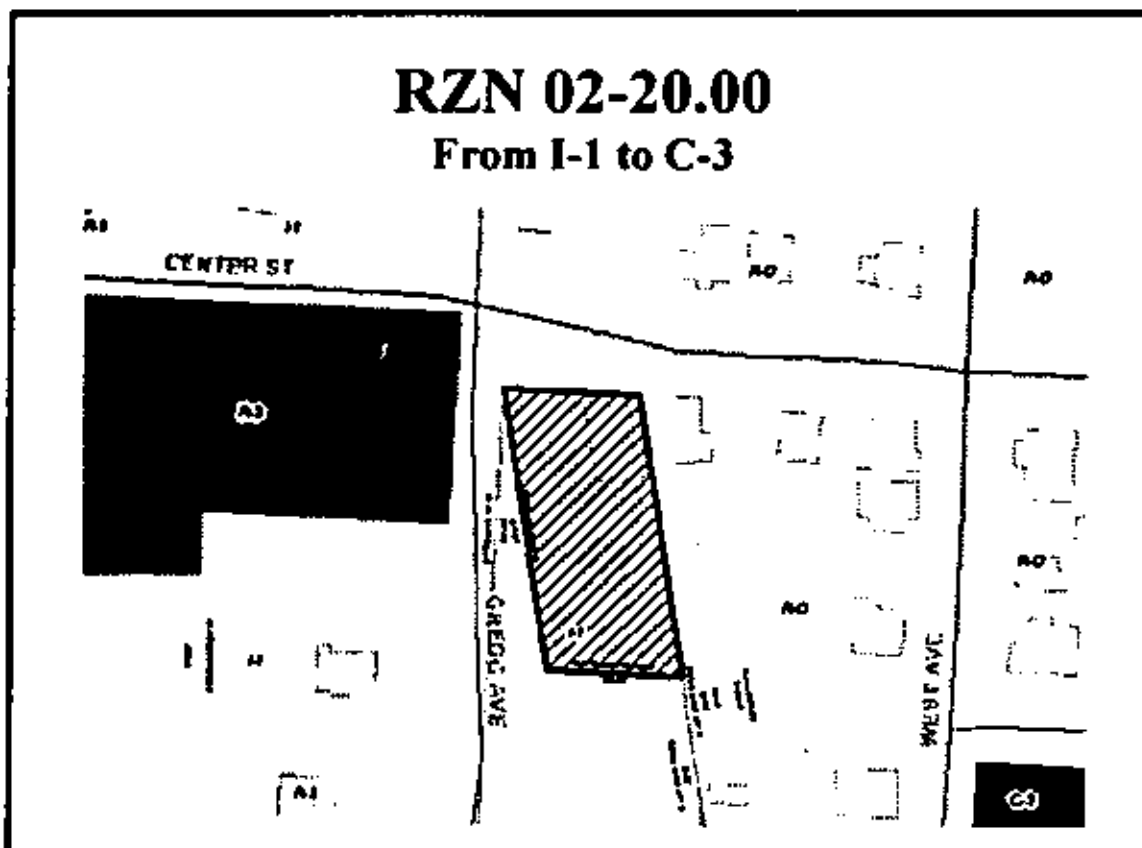
RZN 02-20.00

From I-1 to C-3

- Southeast corner of Center and Gregg: 545 Center
- Currently an auto body shop
- Surrounded by R-O and R-3 zoning
- Area to the south proposed for R-O
- Neighborhood supports this request

RZN 02-20.00

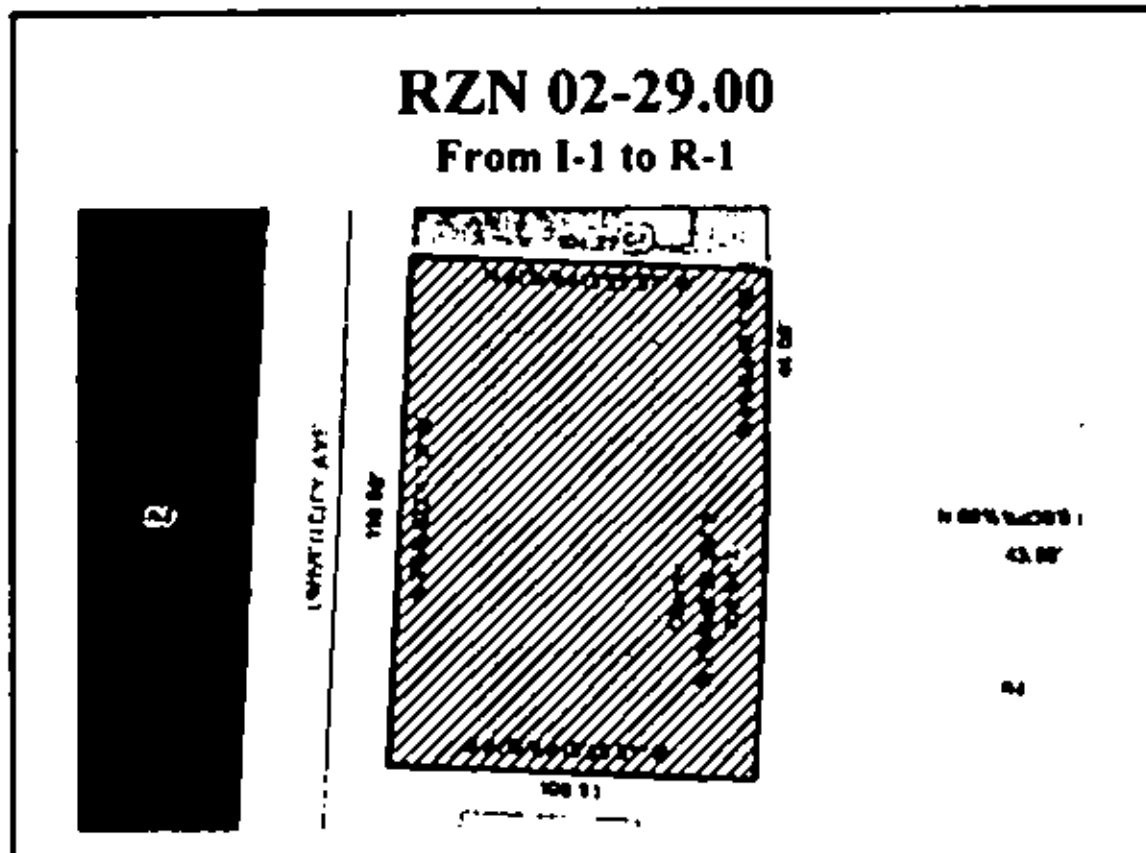
From I-1 to C-3

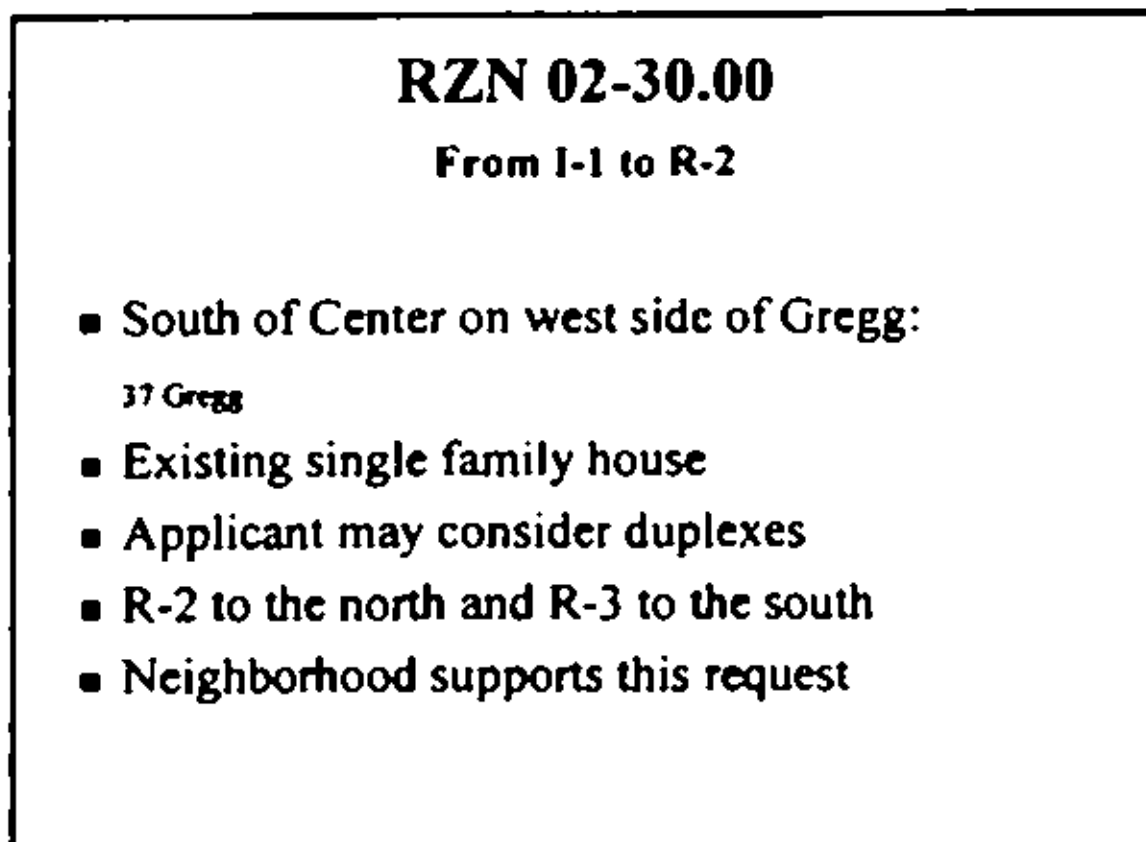


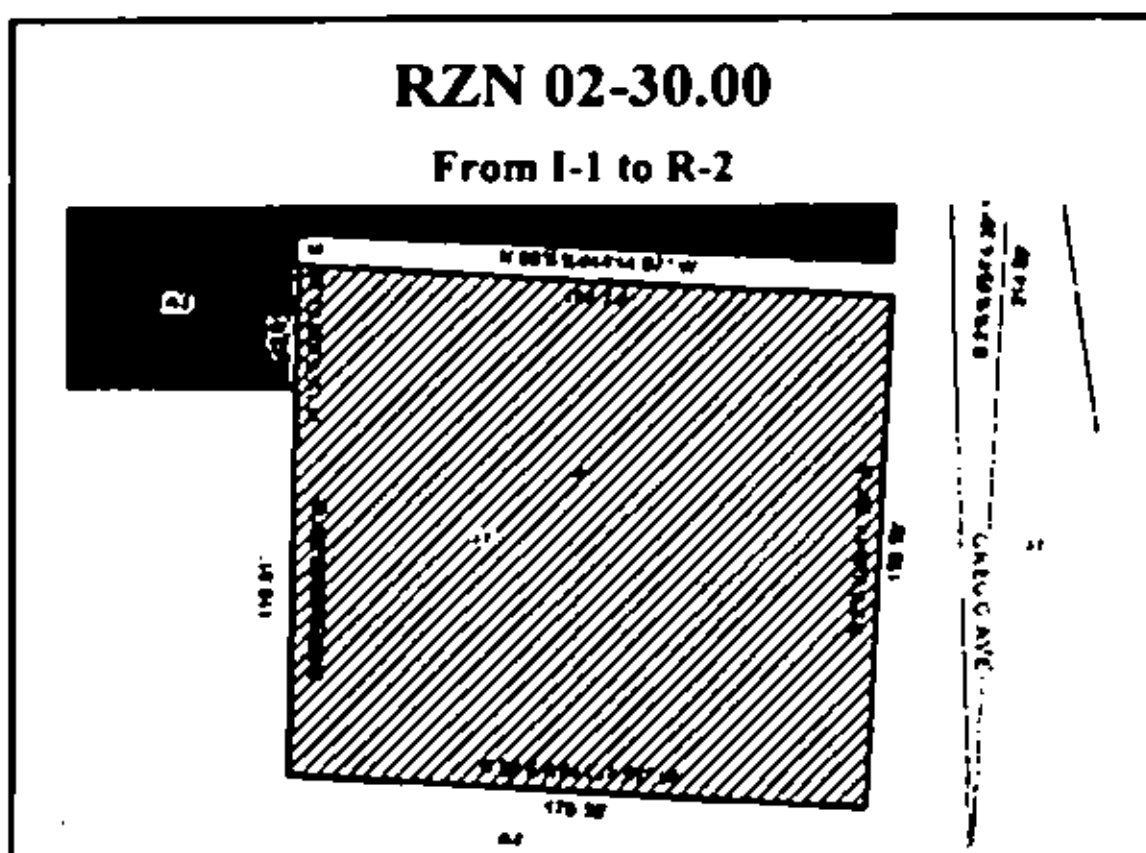
RZN 02-29.00

From I-1 to R-1

- South of Center on east side of University:
32 University and 38 University
- One single family structure on each lot
- C-1 to the north, I-1 to the east and south,
R-3 to the west
- Surrounding area proposed to
be rezoned to R-O
- Neighborhood supports this request



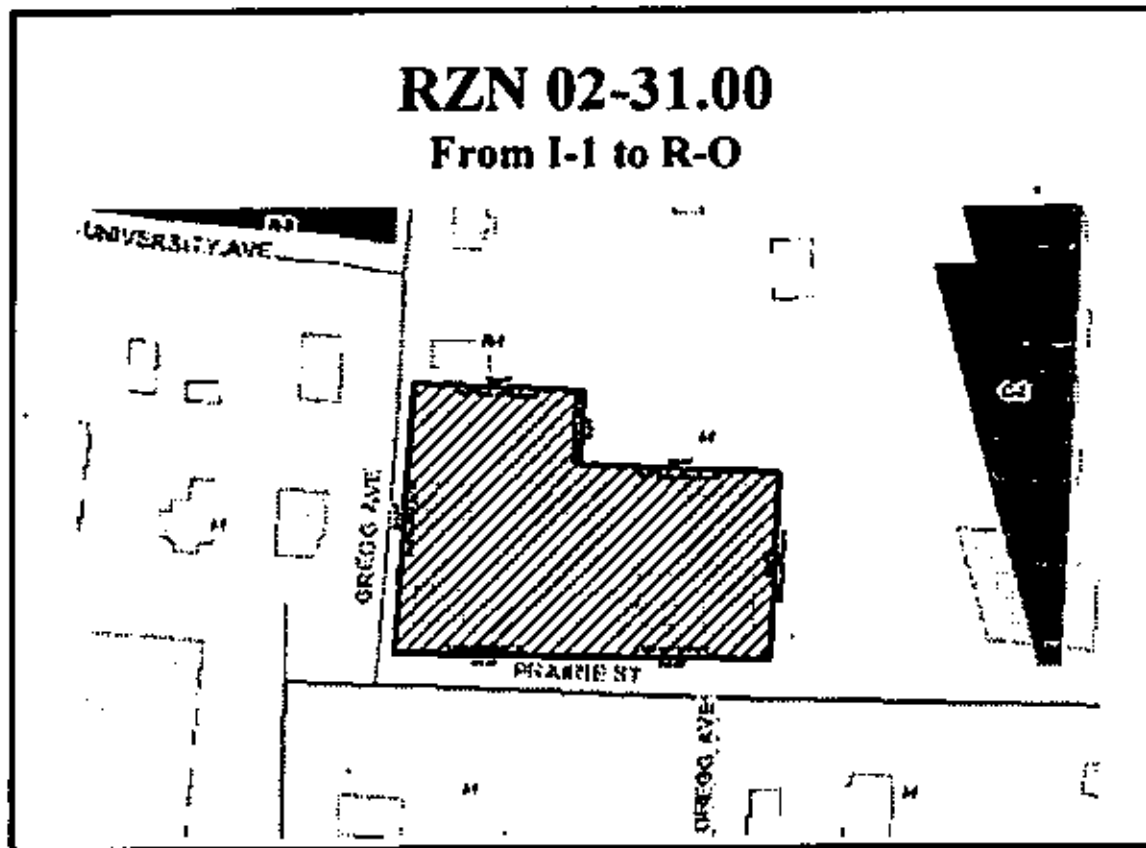




RZN 02-31.00
From I-1 to R-O

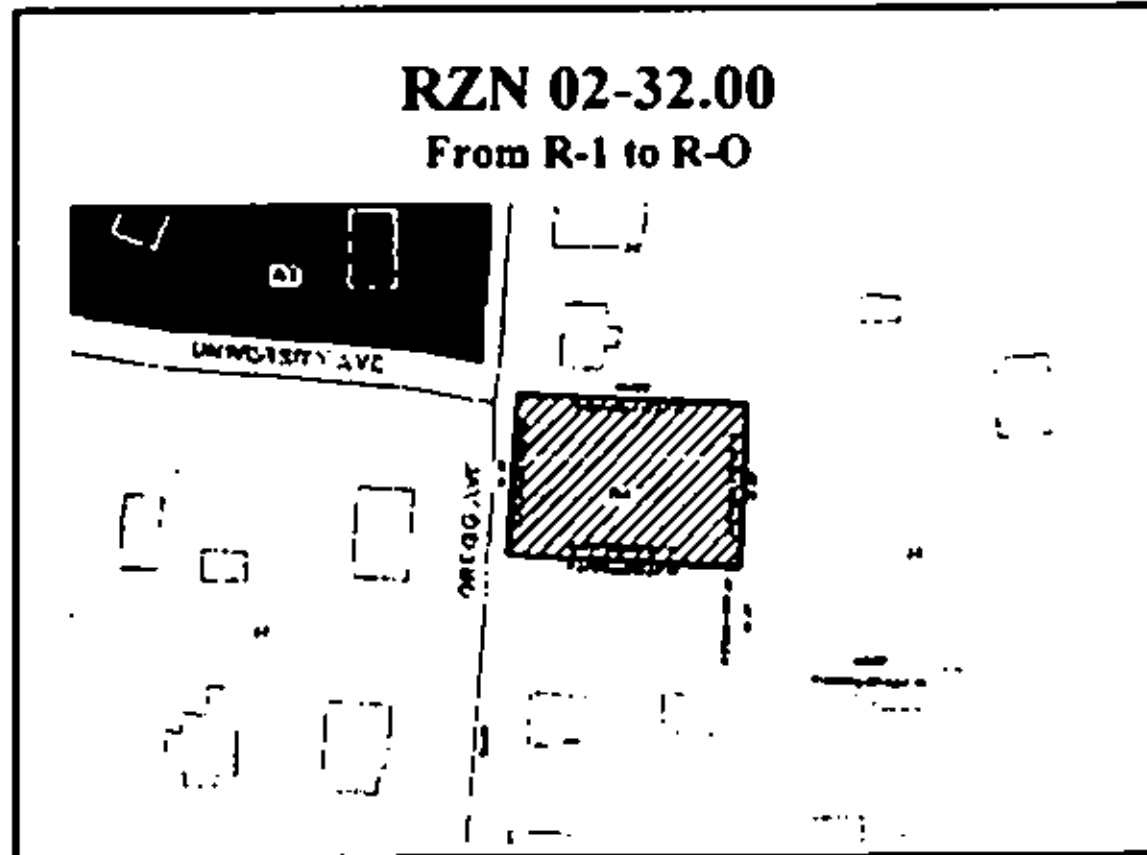
- Northeast corner of Prairie and Gregg:
316 Gregg, 329 Gregg, 510 Prairie, 512 Prairie
- Currently used as single family
- Properties to the south and west are zoned
and used as industrial
- Property to the north proposed for R-O
- Owners of adjacent industrial uses are concerned
about the setbacks required when adjacent to R-O
- Neighborhood is not in consensus on this request

RZN 02-31.00
From I-1 to R-O



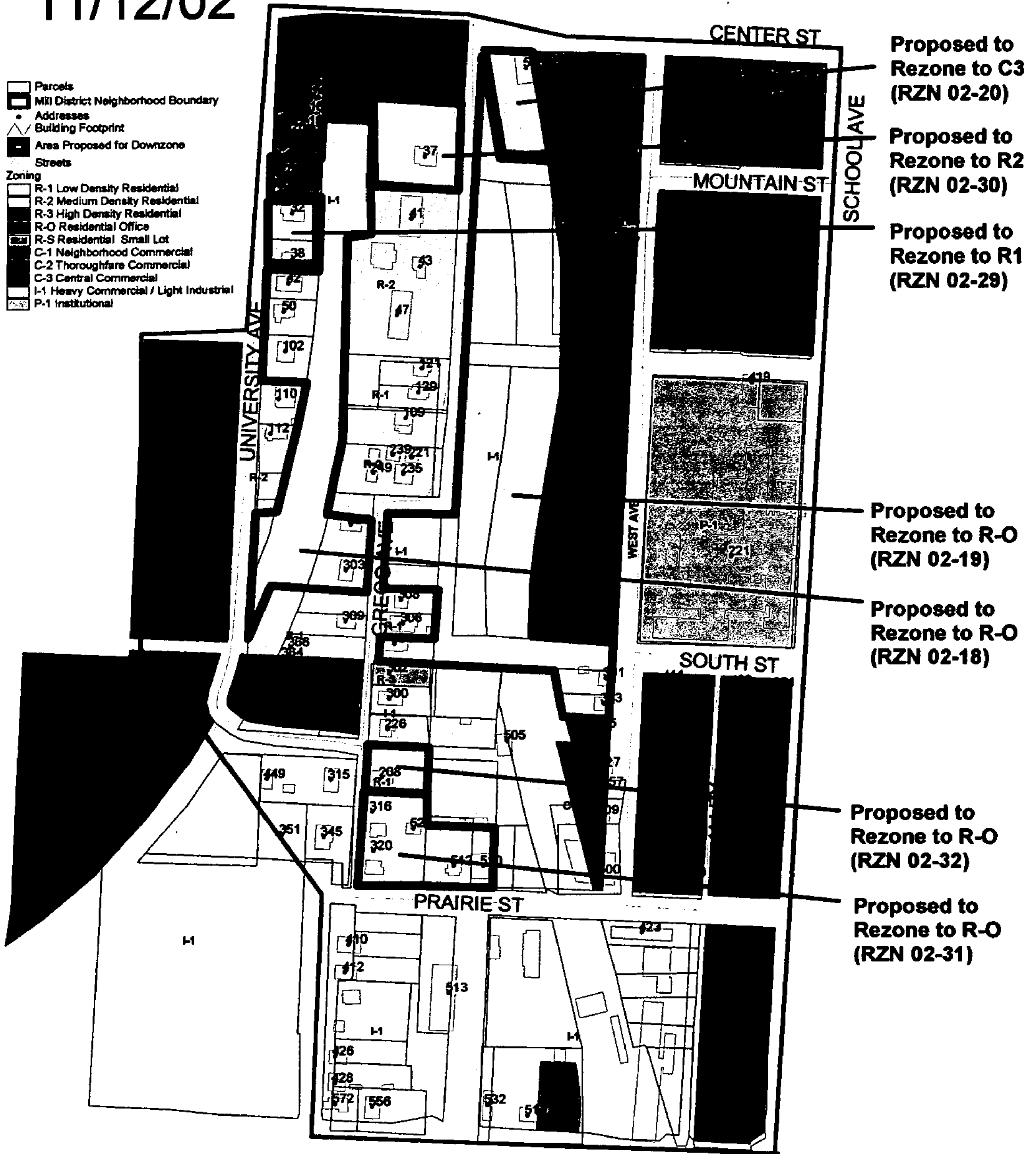
RZN 02-32.00
From R-1 to R-O

- North of Prairie on east side of Gregg:
208 Gregg
- Currently used as single family
- Properties to the north, south and east are used as
single family residential, but zoned industrial
- Property to the south proposed for R-O
- Neighborhood has not indicated a consensus
on this request



District Neighborhood Zoning Study - Revised Proposal 11/12/02

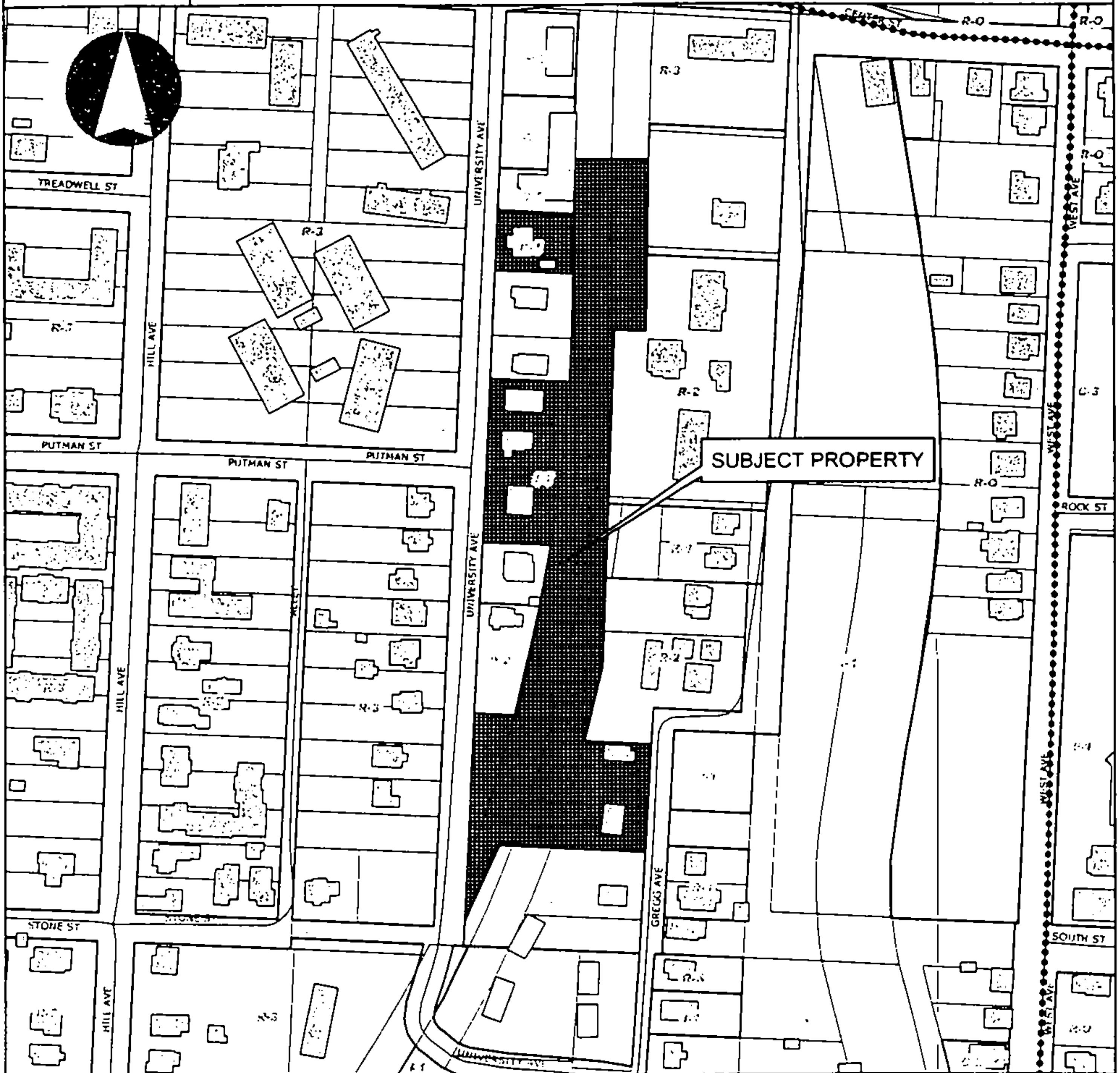
- Parcels
- MII District Neighborhood Boundary
- Addresses
- Building Footprint
- Area Proposed for Downzone
- Streets
- Zoning**
 - R-1 Low Density Residential
 - R-2 Medium Density Residential
 - R-3 High Density Residential
 - R-O Residential Office
 - R-S Residential Small Lot
 - C-1 Neighborhood Commercial
 - C-2 Thoroughfare Commercial
 - C-3 Central Commercial
 - I-1 Heavy Commercial / Light Industrial
 - P-1 Institutional



RZN02-18.00

Close Up View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-18.00

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

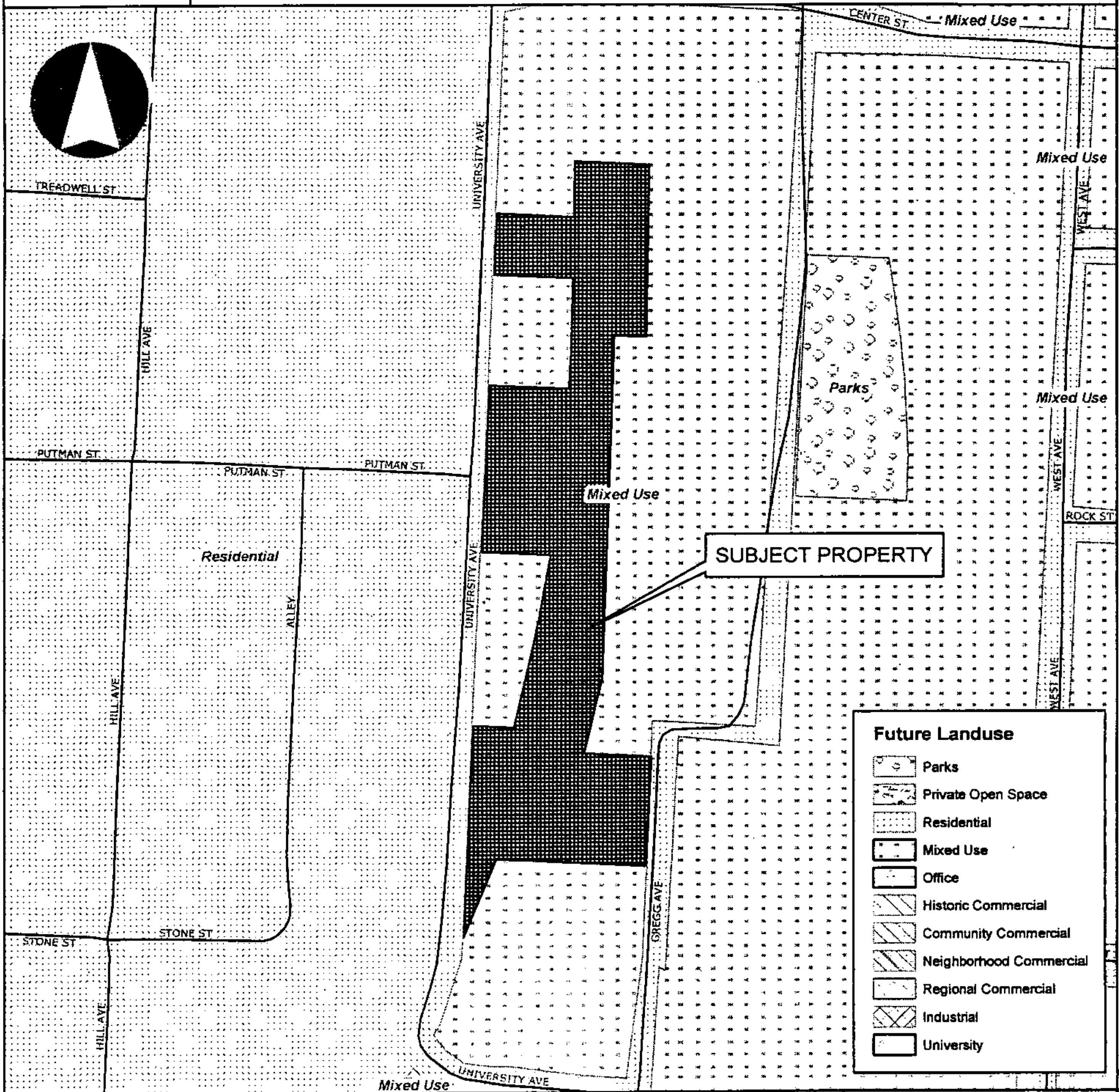
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

0 75 150 300 450 600 Feet

RZN02-18.00

Future Landuse

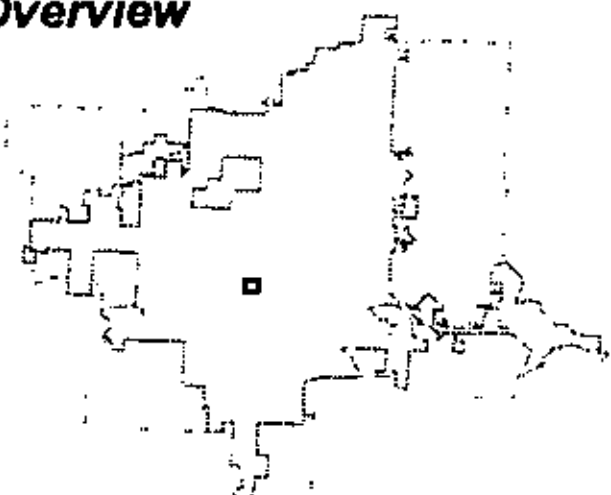
MILL DISTRICT



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-18.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

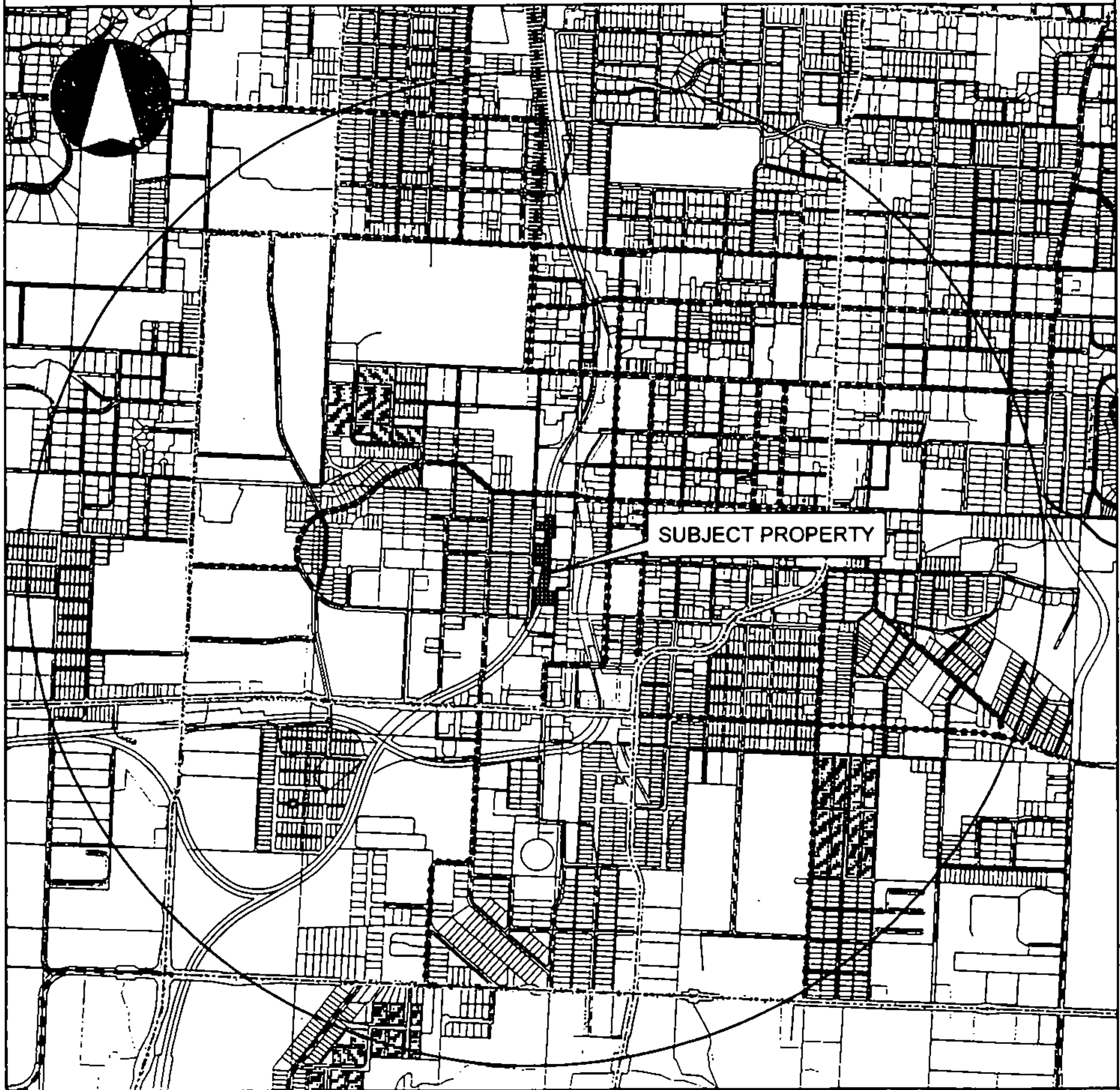
City Limits

0 75 150 300 450 600 Feet

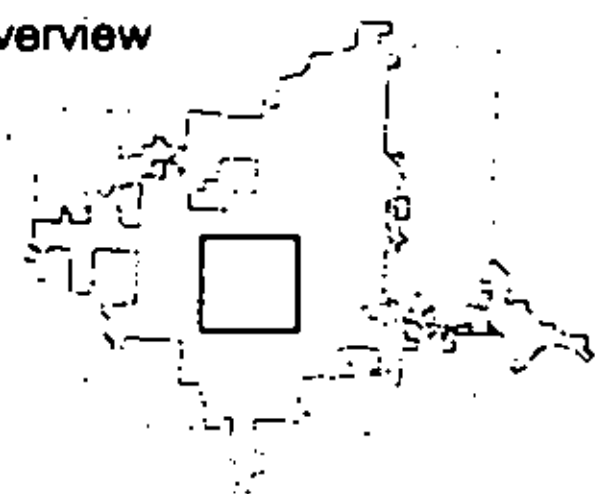
RZN02-18.00

One Mile View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-18.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

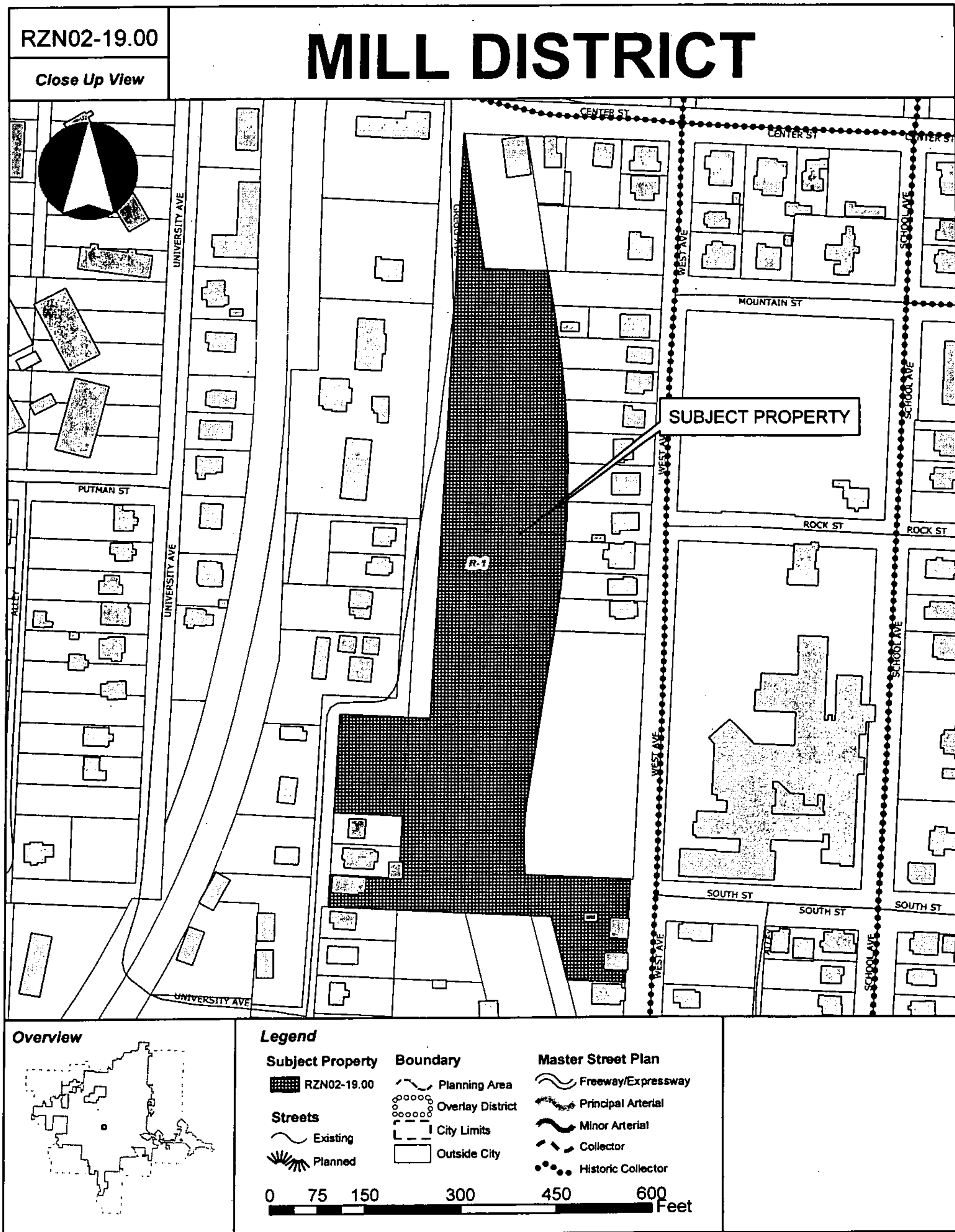
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Minor Arterial

Collector

Historic Collector

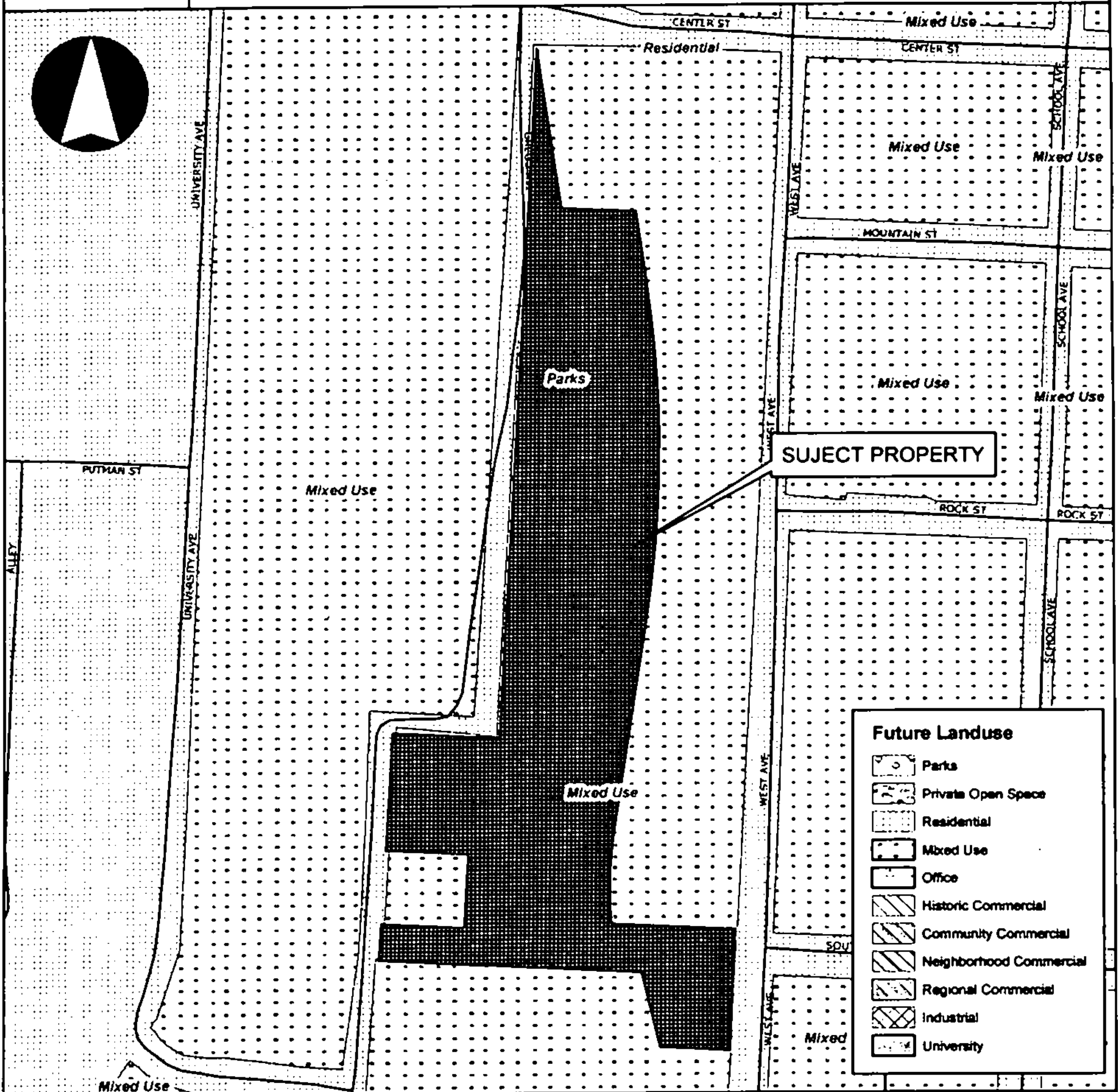
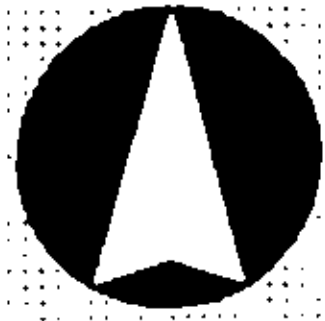
0 0.15 0.3 0.6 0.9 Miles



RZN02-19.00

Future Landuse

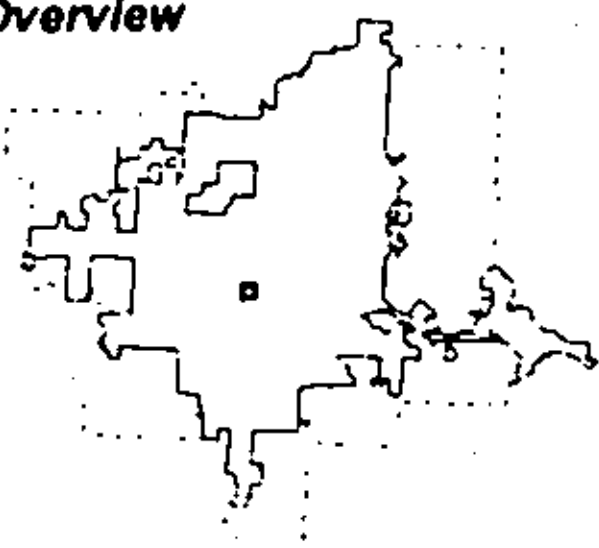
MILL DISTRICT



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-19.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

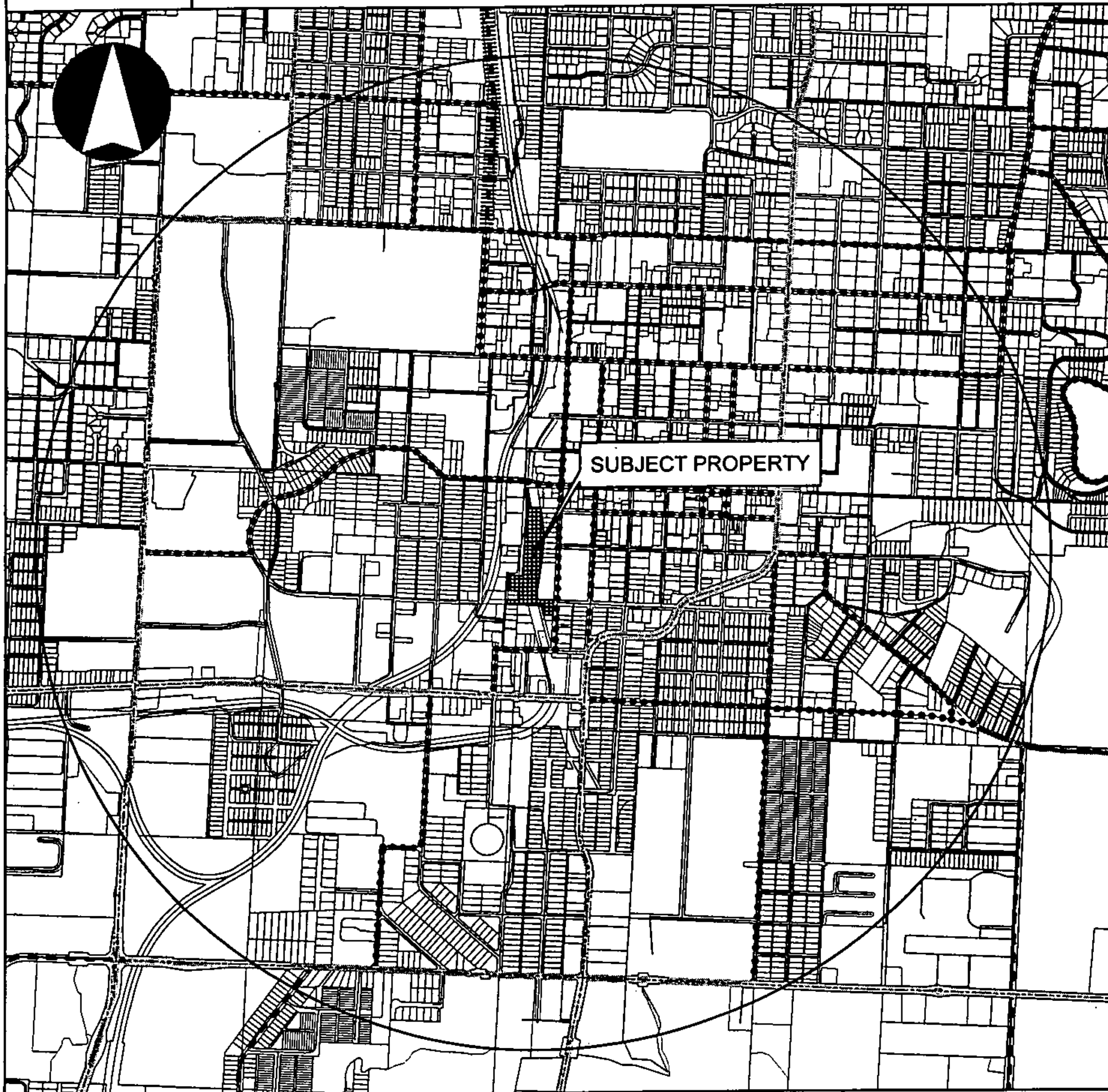
City Limits

0 75 150 300 450 600 Feet

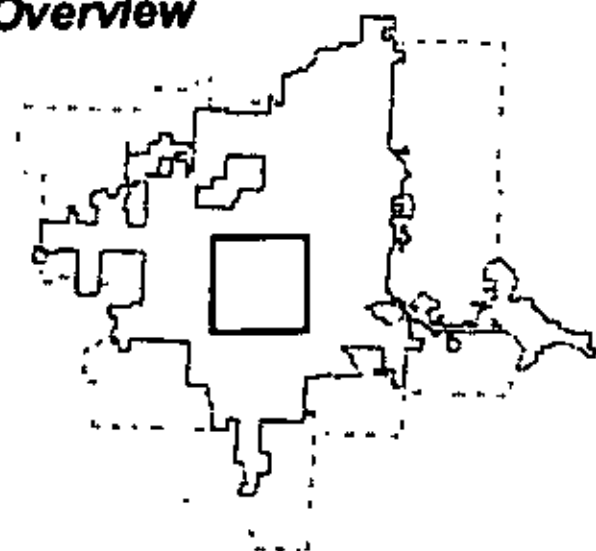
RZN02-19.00

One Mile View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-19.00

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

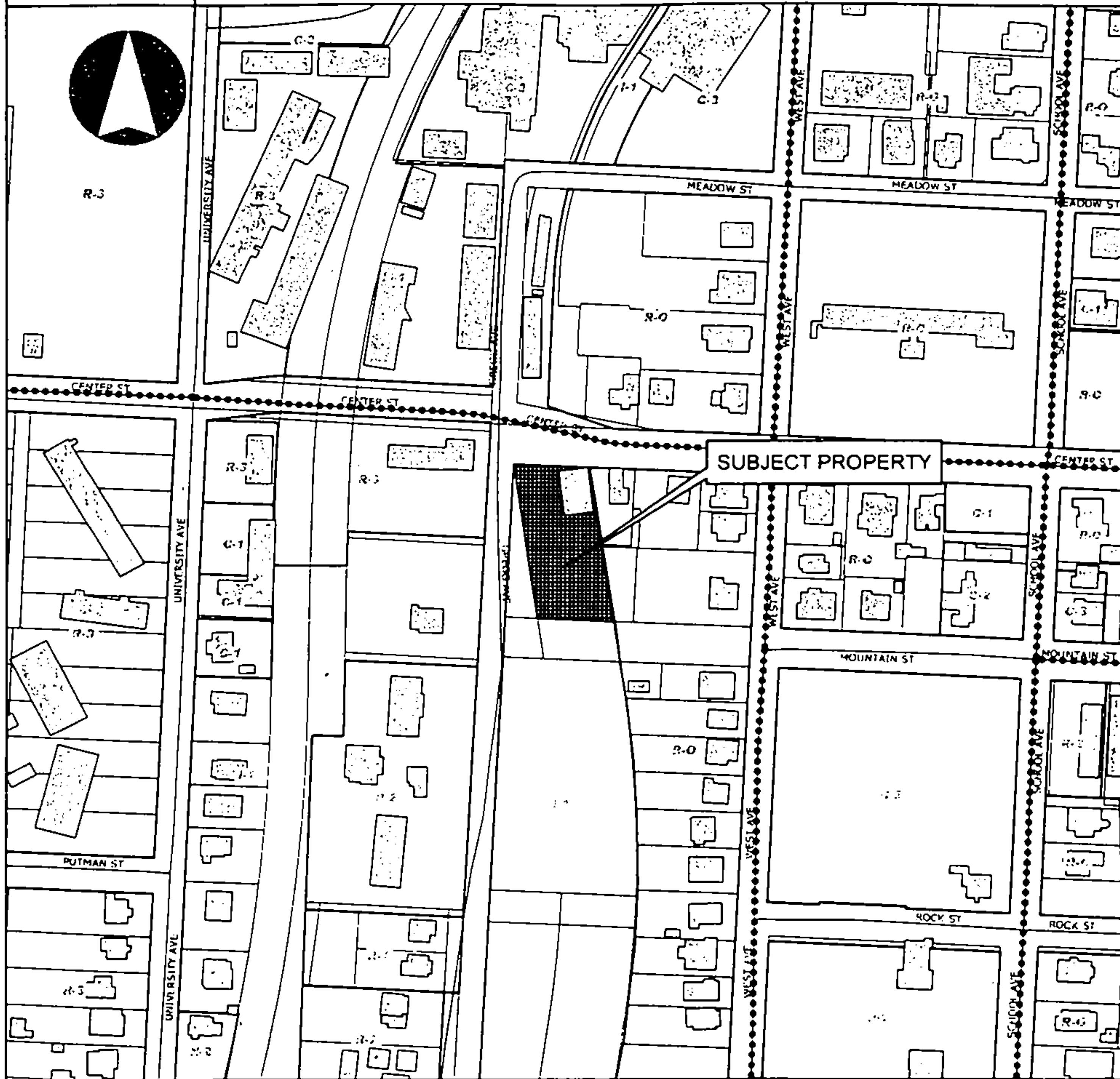
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

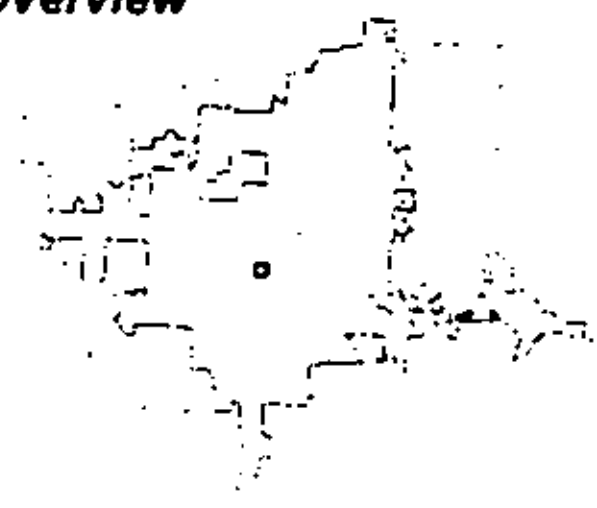
RZN02-20.00

Close Up View

MILL DISTRICT



Overview



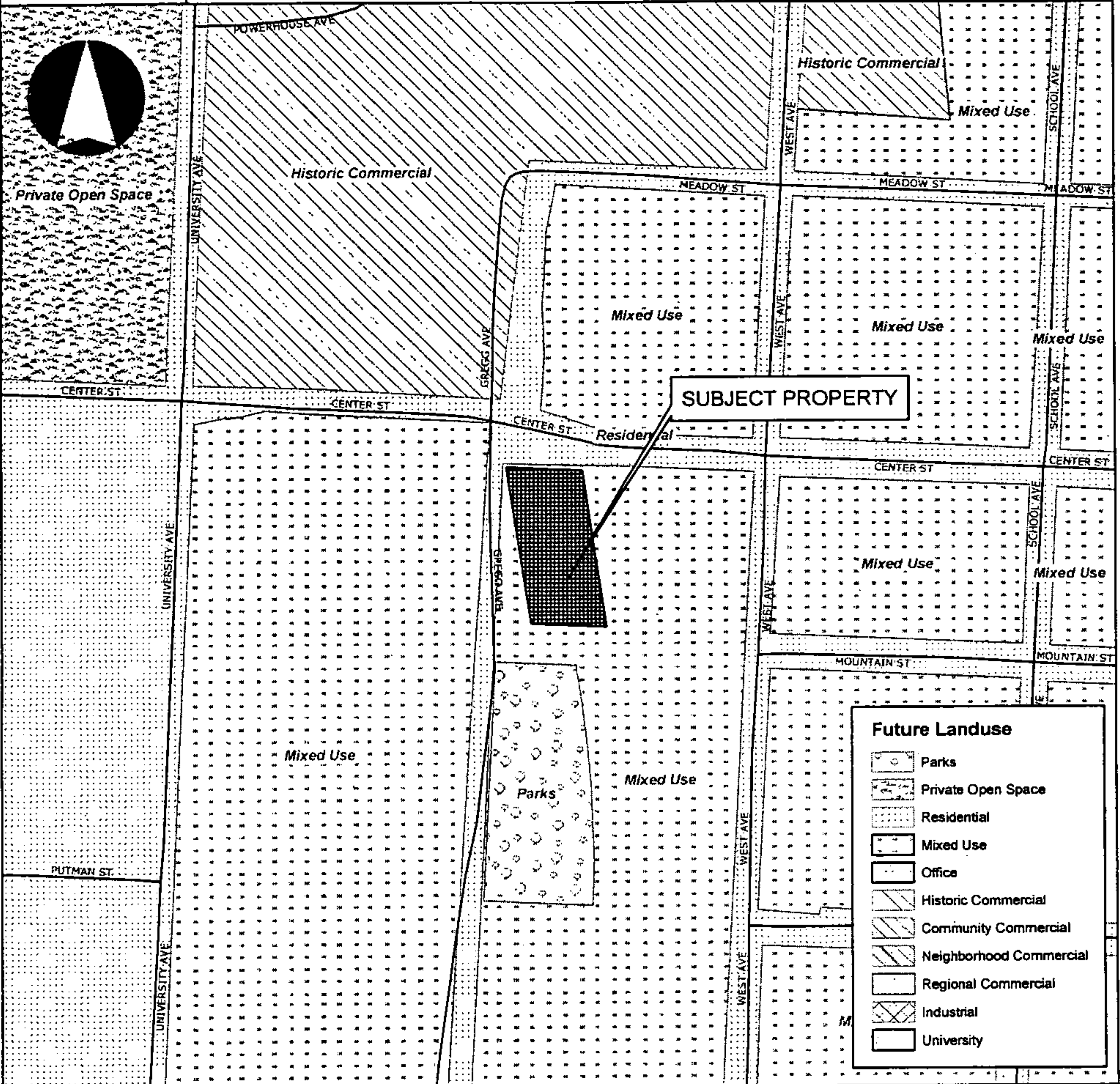
Legend

- | | | |
|---|--|--|
| <p>Subject Property</p> <p> RZN02-20.00</p> <p>Streets</p> <p> Existing</p> <p> Planned</p> | <p>Boundary</p> <p> Planning Area</p> <p> Overlay District</p> <p> City Limits</p> <p> Outside City</p> | <p>Master Street Plan</p> <p> Freeway/Expressway</p> <p> Principal Arterial</p> <p> Minor Arterial</p> <p> Collector</p> <p> Historic Collector</p> |
|---|--|--|
- 0 75 150 300 450 600 Feet

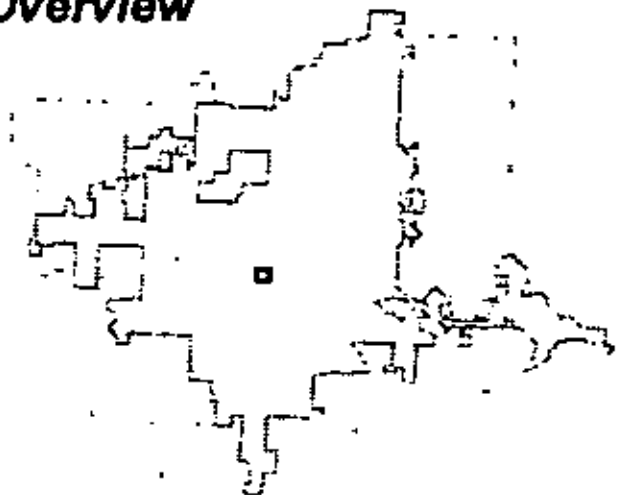
RZN02-20.00

Future Landuse

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-20.00

Streets

Existing
Planned

Boundary

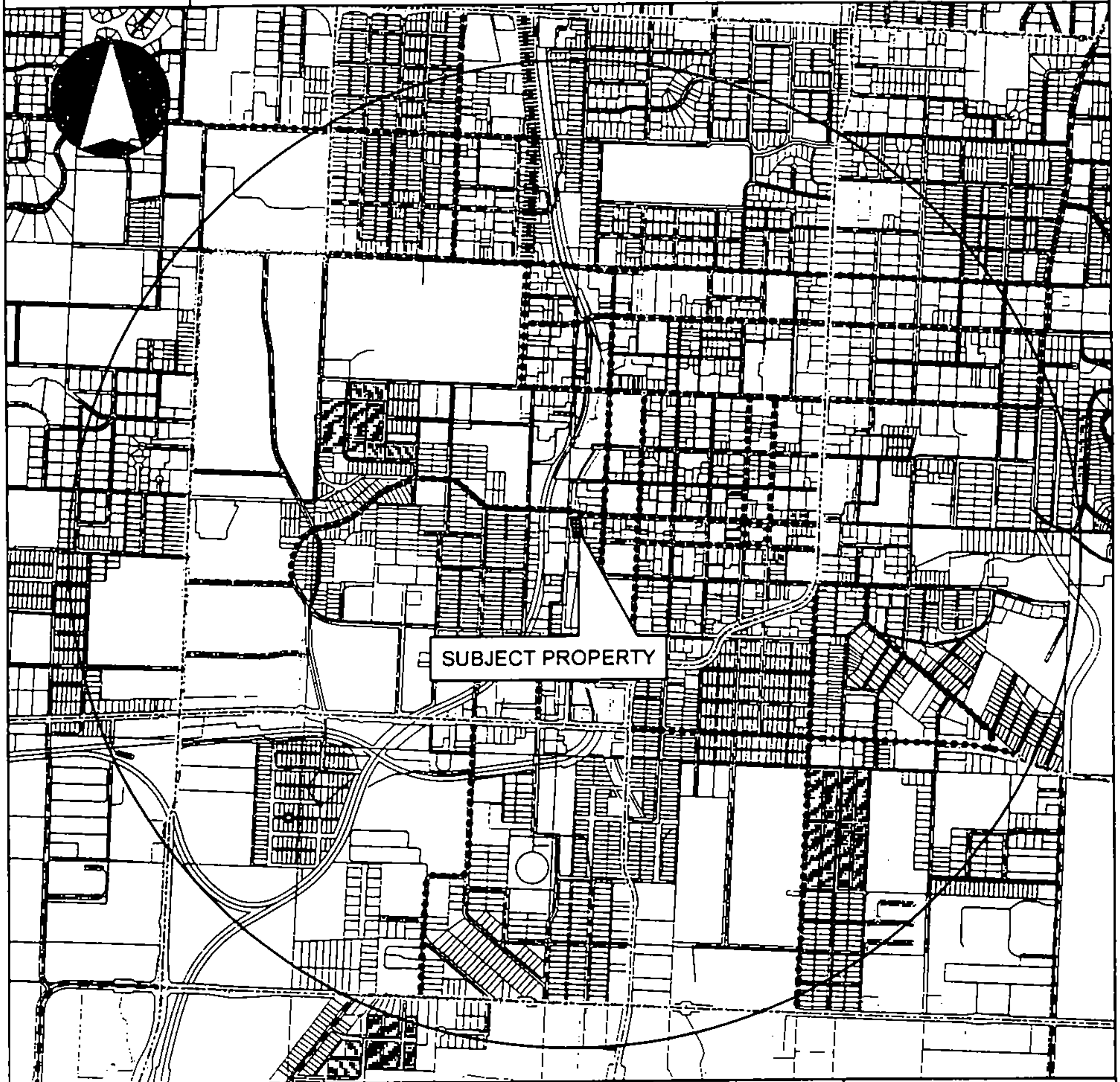
Planning Area
Overlay District
City Limits

0 75 150 300 450 600 Feet

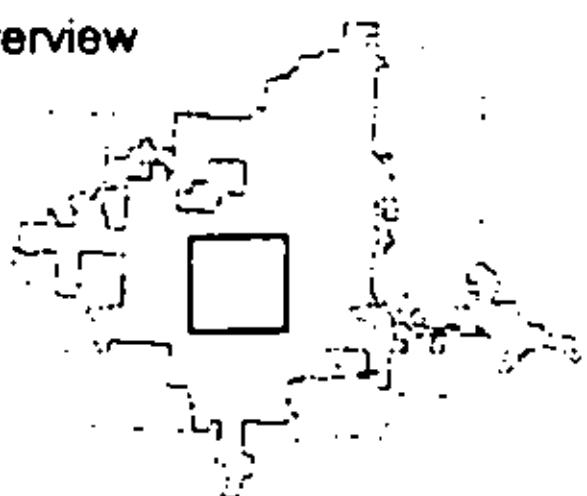
RZN02-20.00

One Mile View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-20.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

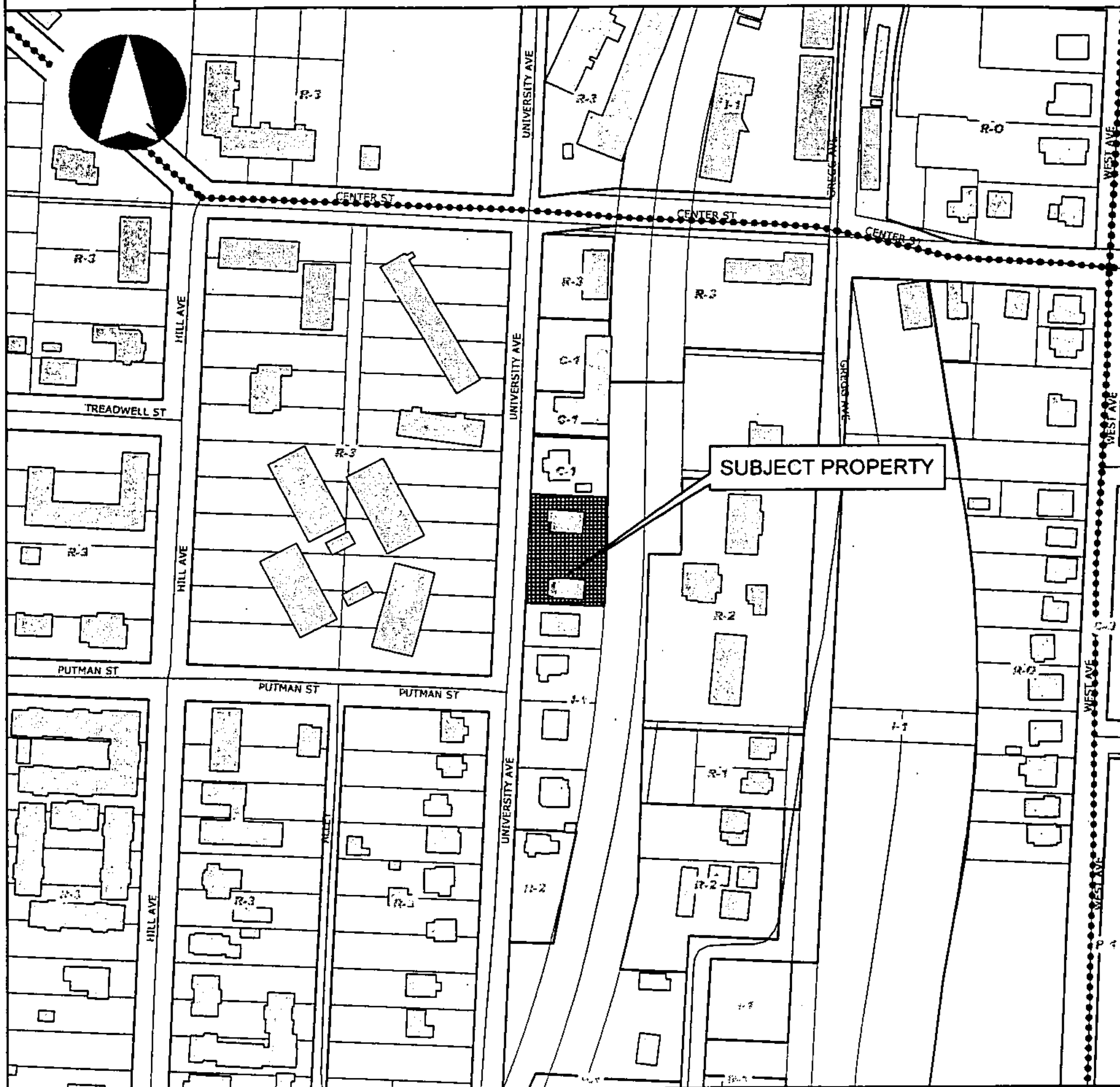
Historic Collector

0 0.15 0.3 0.6 0.9 Miles

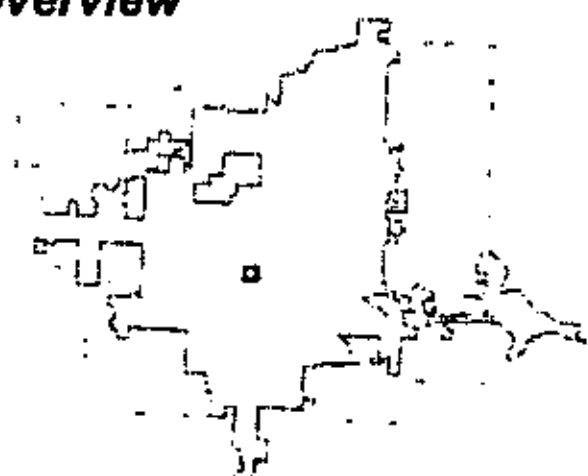
RZN02-29.00

Close Up View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-29.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

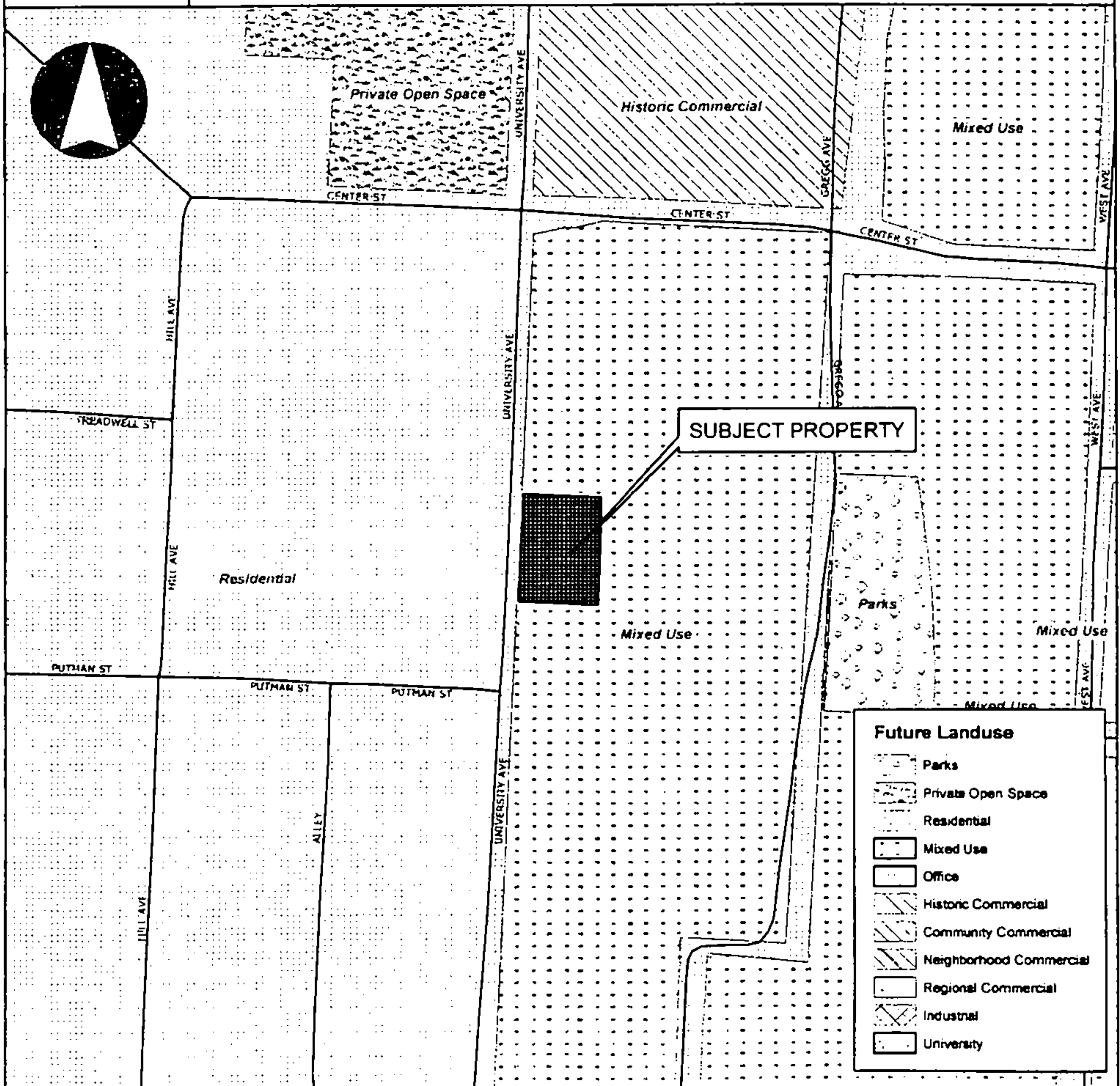
Historic Collector



RZN02-29.00

Future Landuse

MILL DISTRICT



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



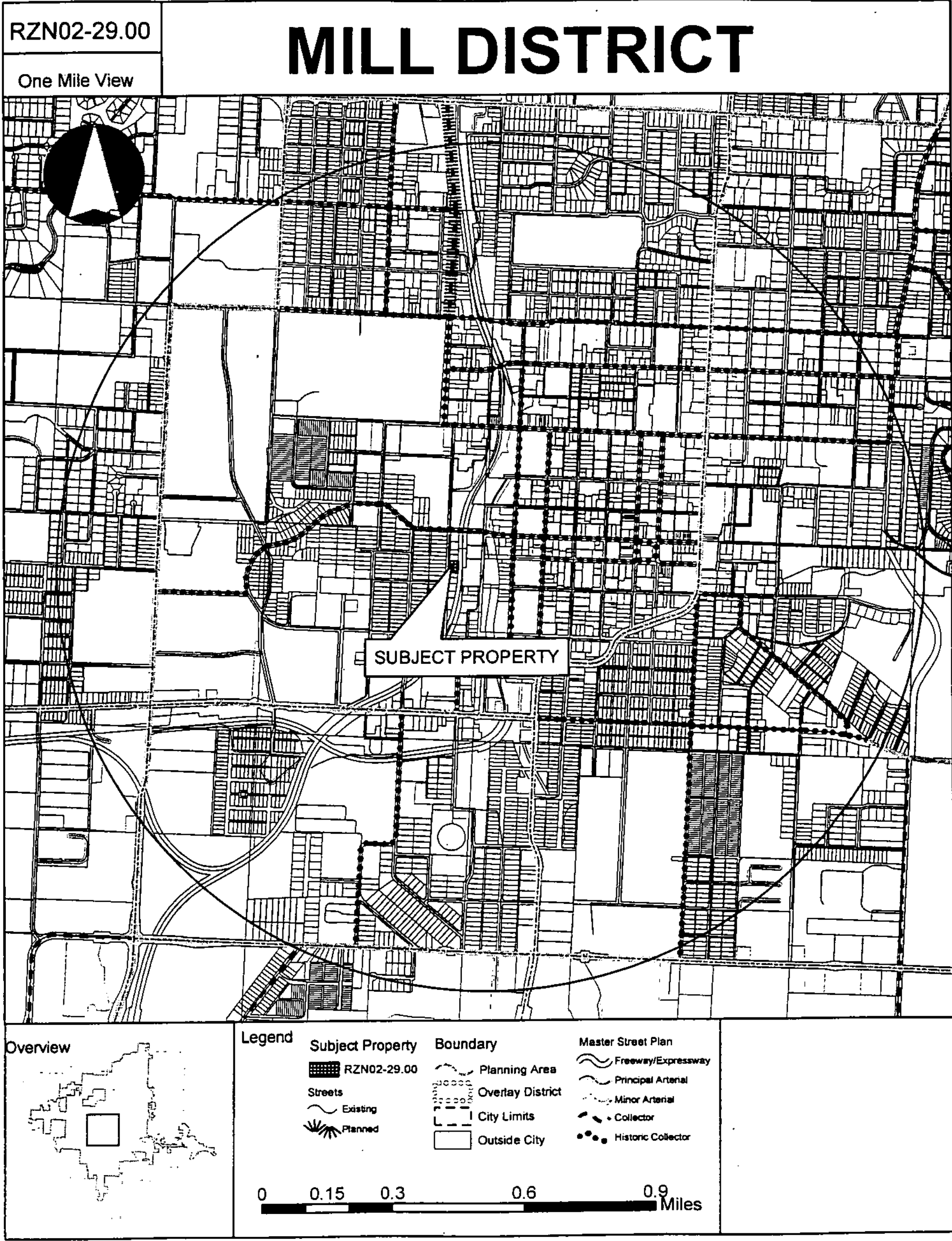
Legend

Subject Property
 RZN02-29.00

Streets
 Existing
 Planned

Boundary
 Planning Area
 Overlay District
 City Limits

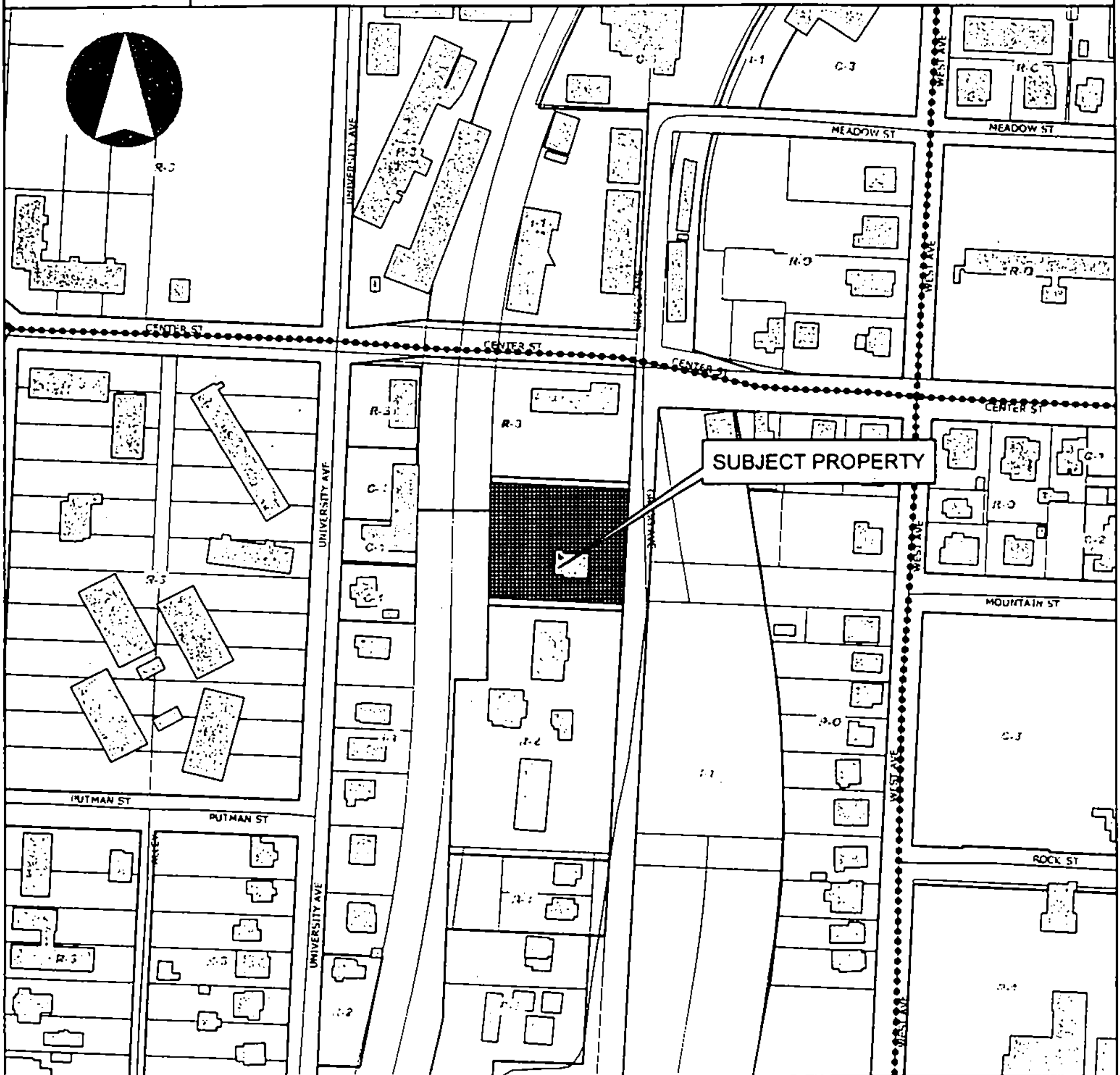
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RZN02-30.00

Close Up View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-30.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

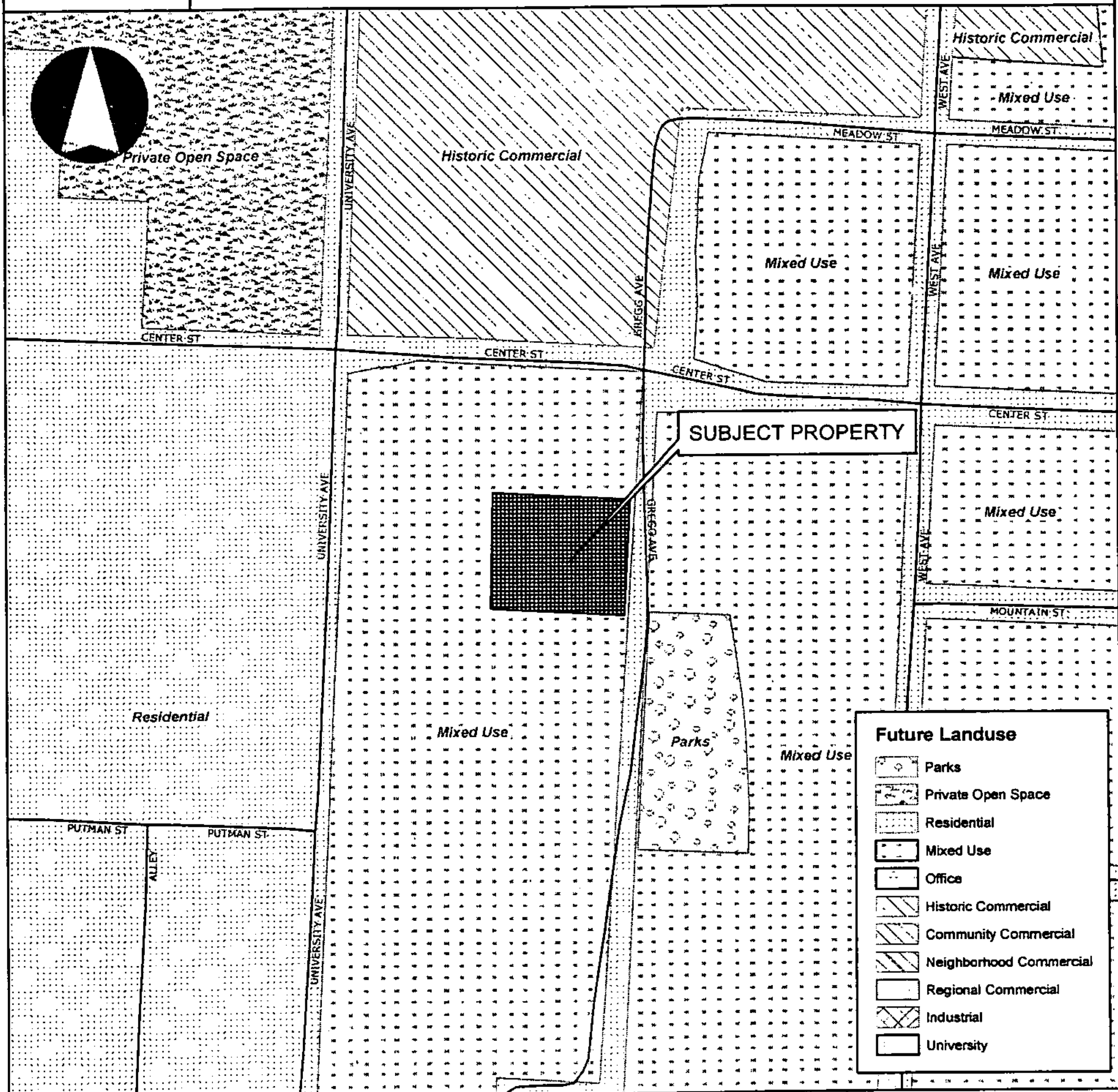
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RZN02-30.00

Future Landuse

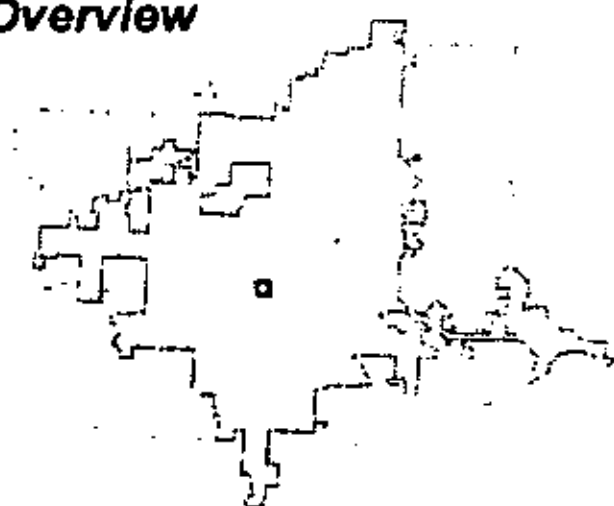
MILL DISTRICT



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-30.00

Streets

- Existing
- Planned

Boundary

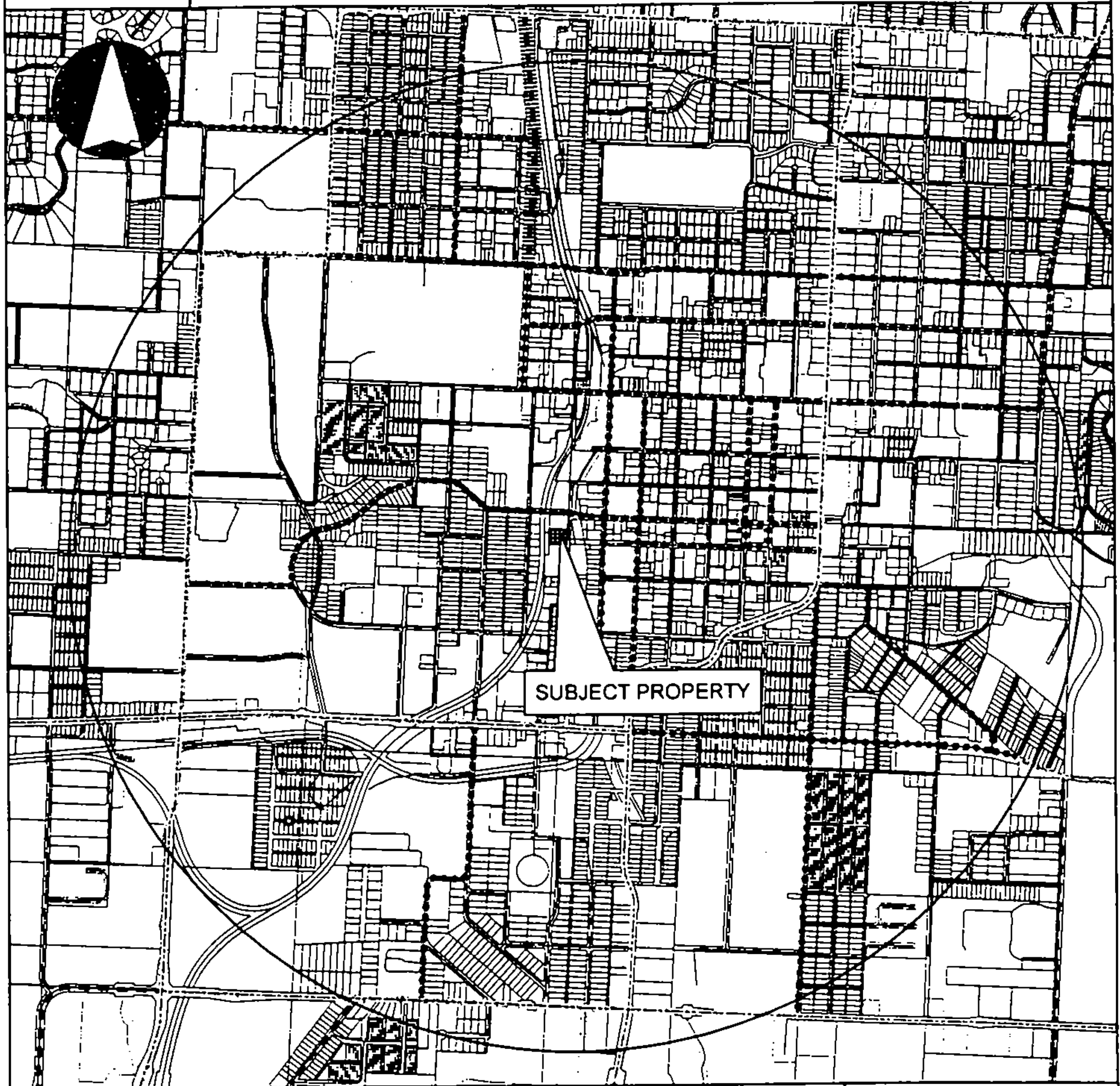
- Planning Area
- Overlay District
- City Limits

0 75 150 300 450 600 Feet

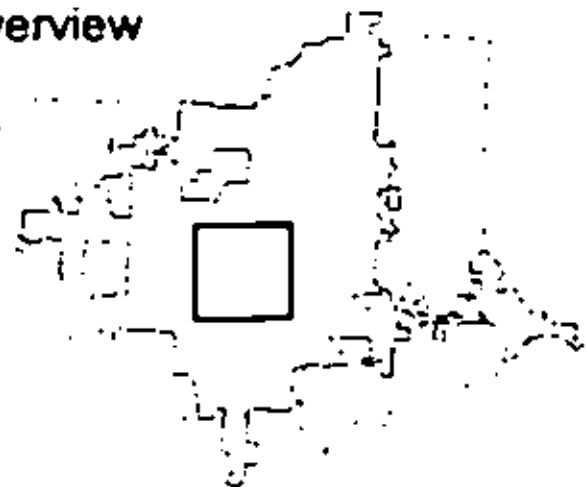
RZN02-30.00

One Mile View

MILL DISTRICT



Overview



Legend

Subject Property
RZN02-30.00

Streets
Existing
Planned

Boundary

Planning Area
Overlay District
City Limits
Outside City

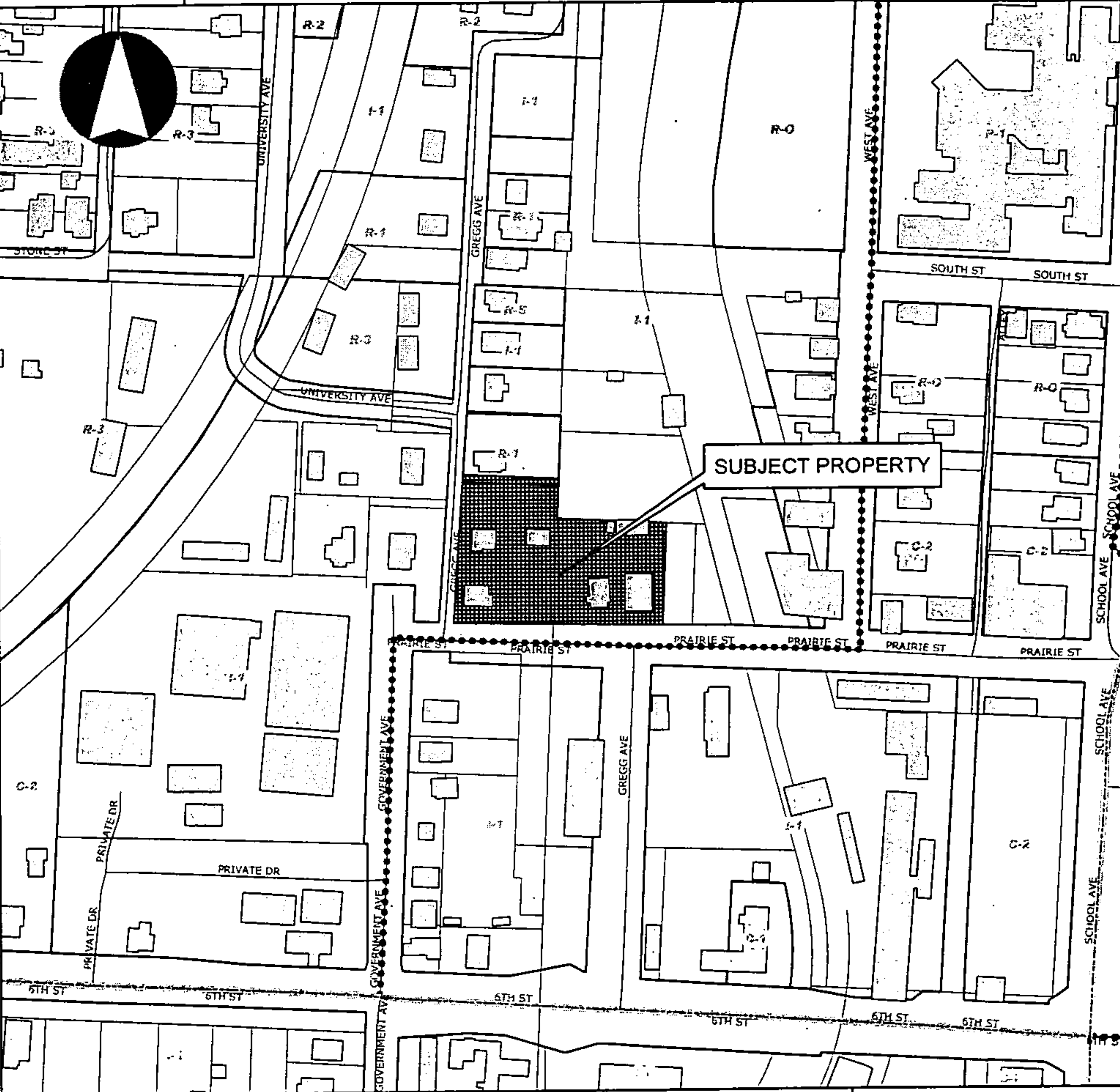
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 0.15 0.3 0.6 0.9 Miles

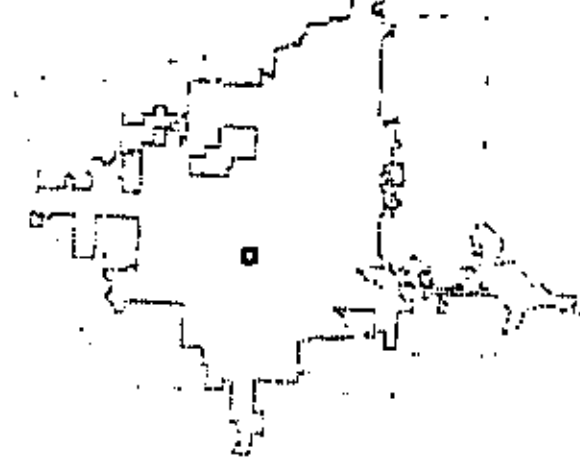
RZN02-31.00

Close Up View

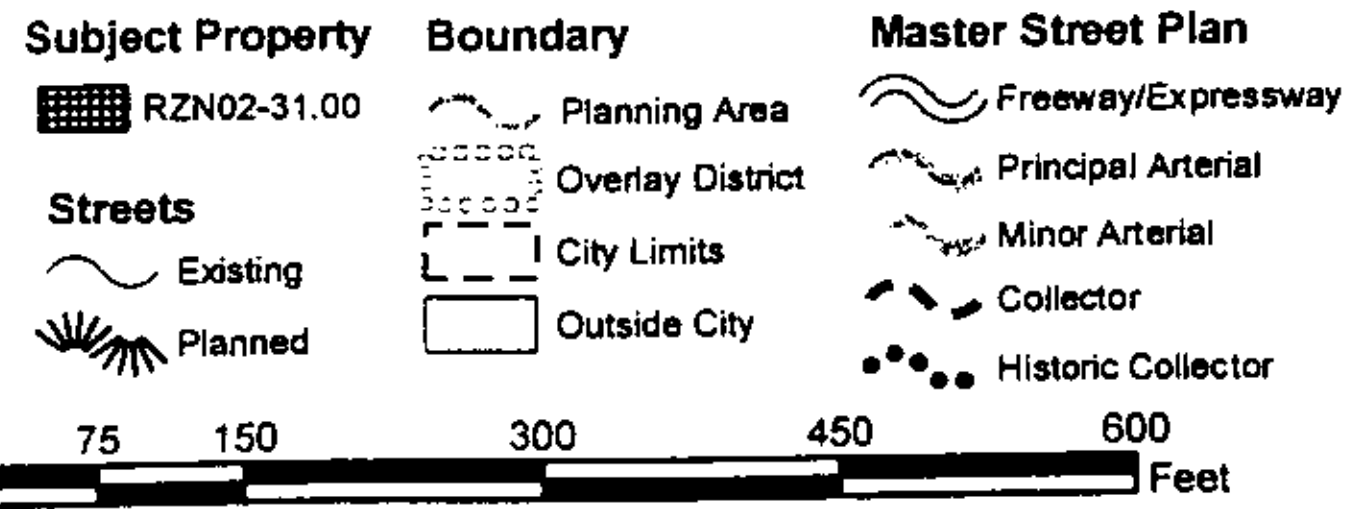
MILL DISTRICT



Overview



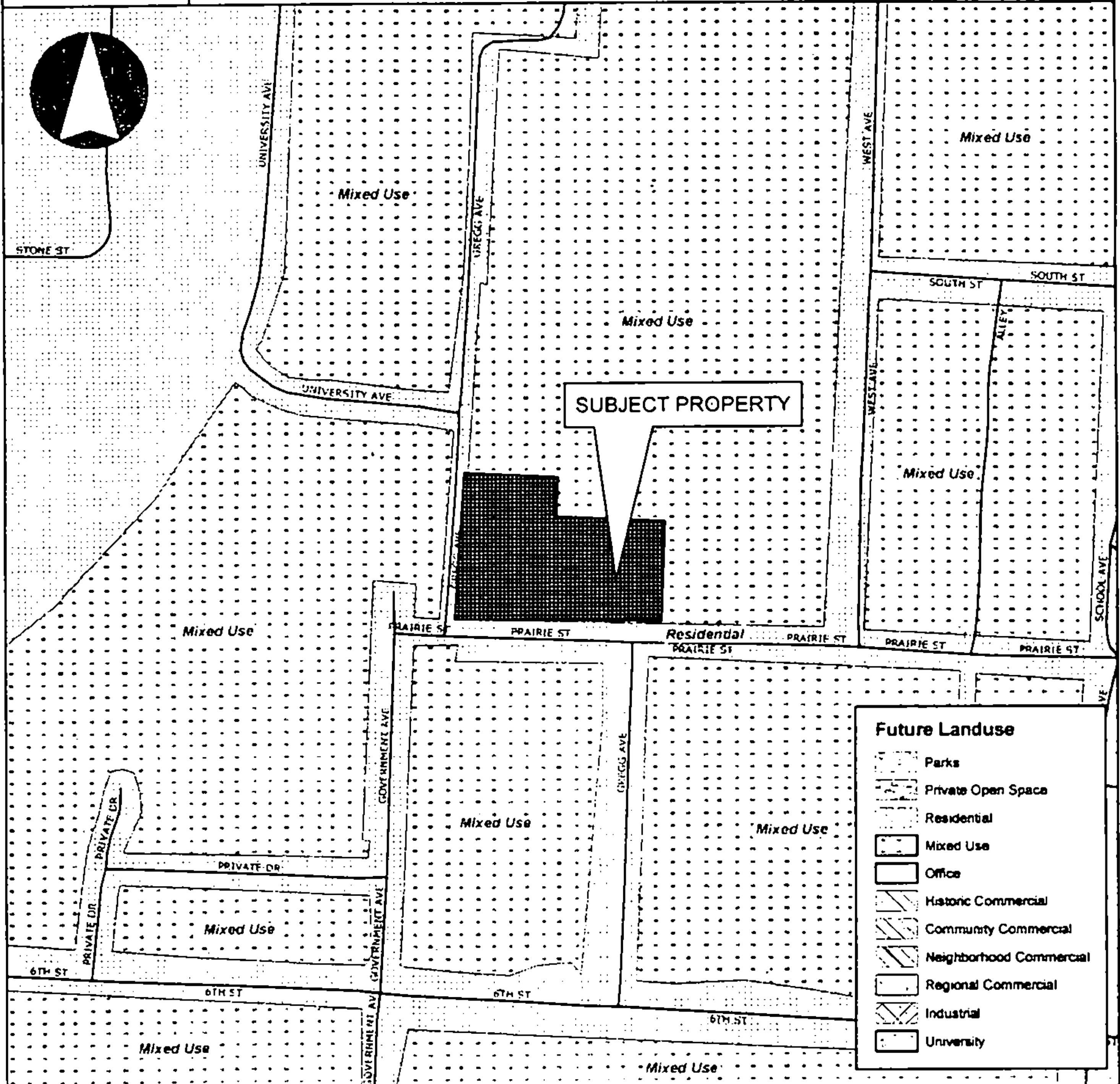
Legend



RZN02-31.00

Future Landuse

MILL DISTRICT I



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-31.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

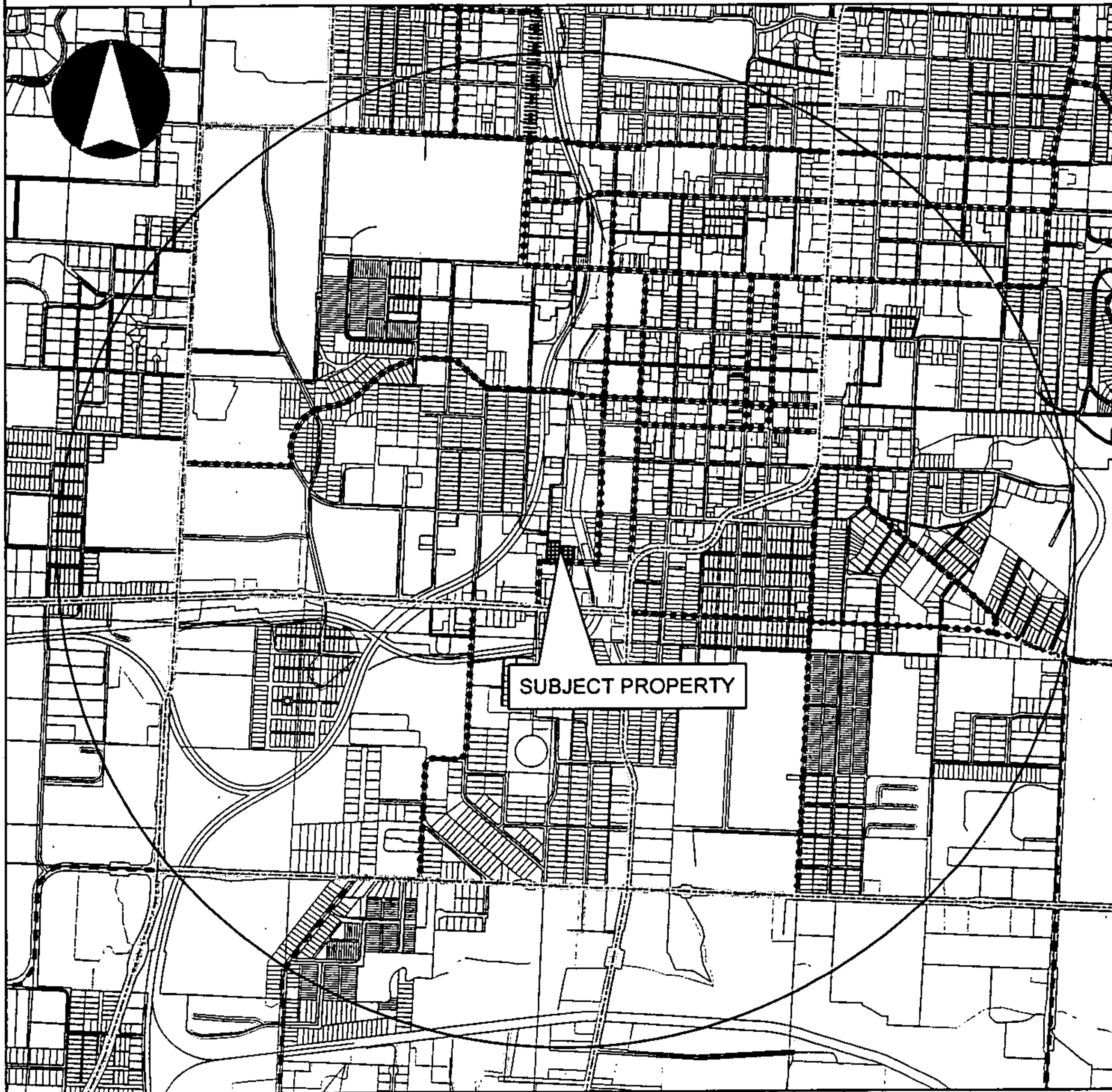
City Limits

0 75 150 300 450 600 Feet

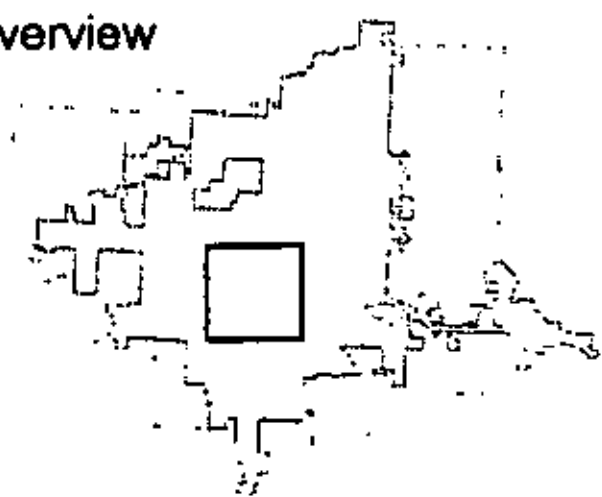
RZN02-31.00

One Mile View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-31.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

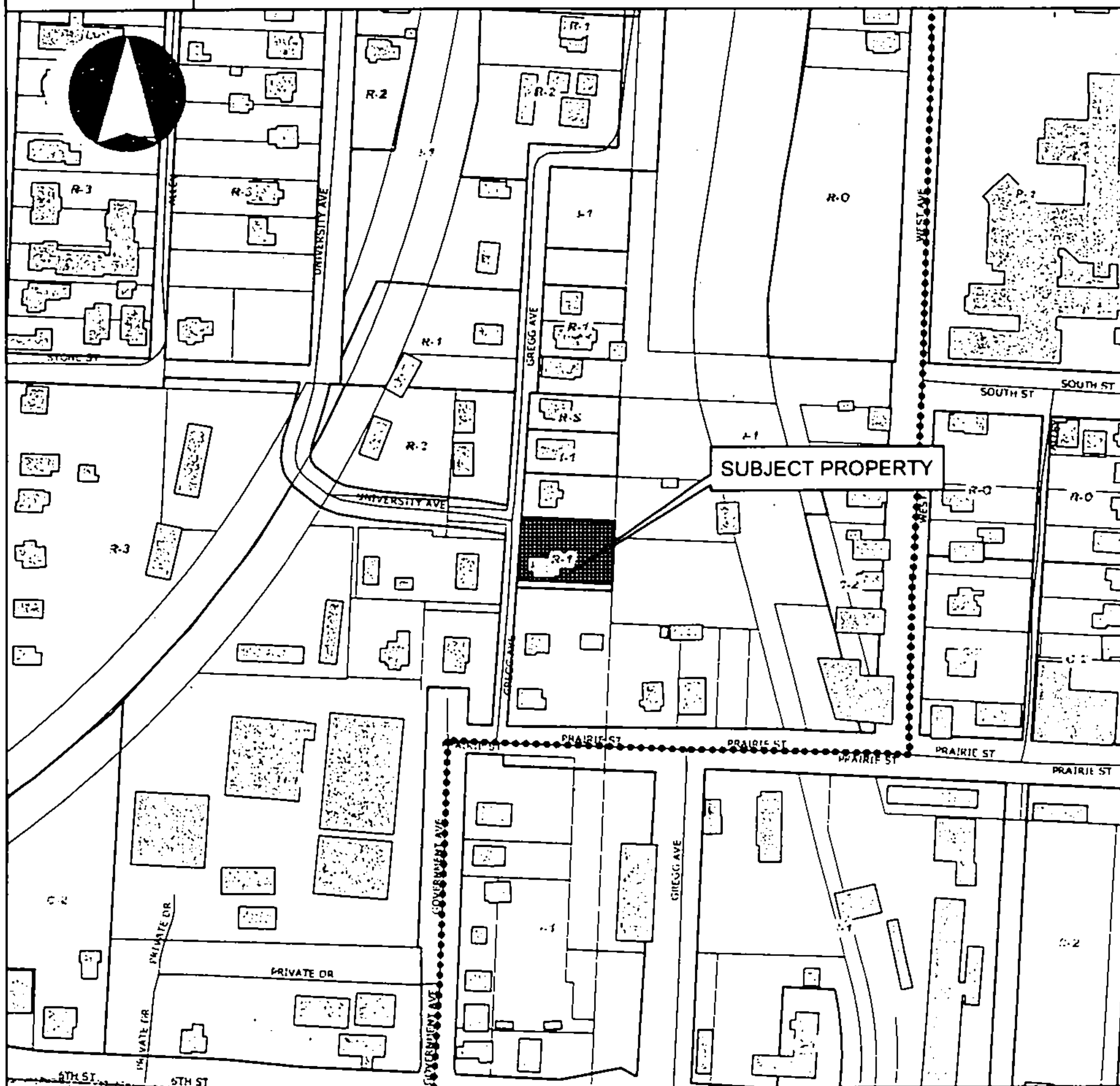
Historic Collector

0 0.15 0.3 0.6 0.9 Miles

RZN02-32.00

Close Up View

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-32.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

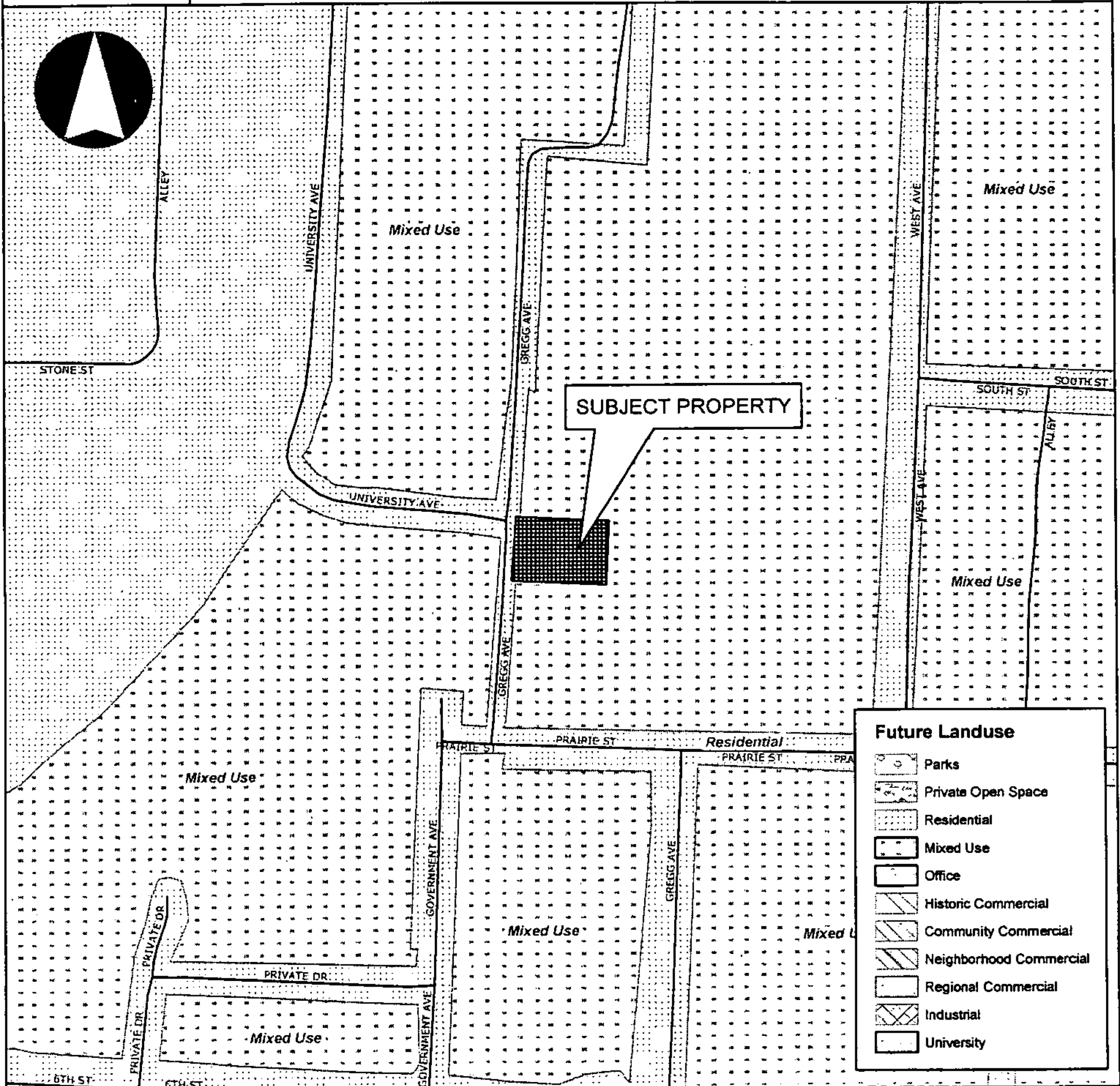
Historic Collector

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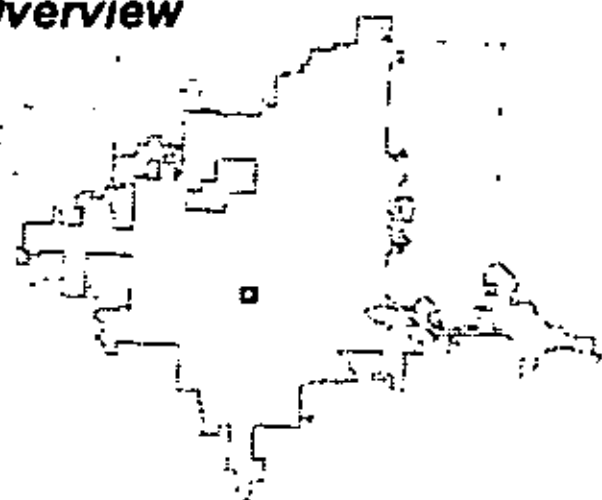
RZN02-32.00

Future Landuse

MILL DISTRICT



Overview



Legend

Subject Property

RZN02-32.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

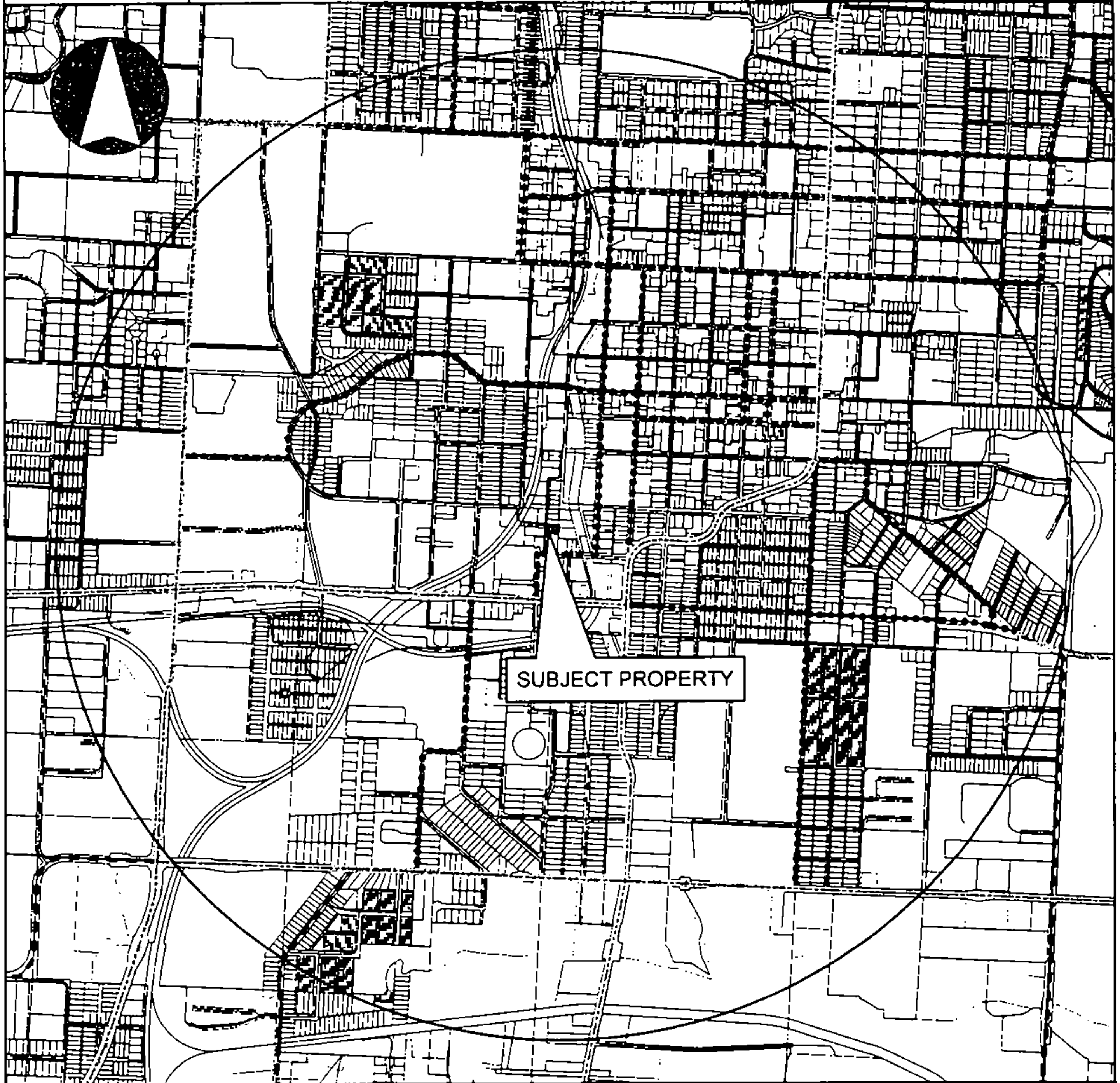
City Limits

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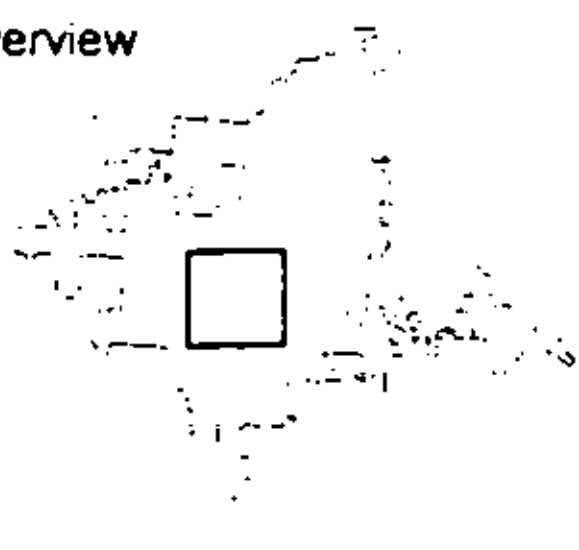
RZN02-32.00

MILL DISTRICT

One Mile View



Overview



Legend

Subject Property

RZN02-32.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.15 0.3 0.6 0.9 Miles

NOVEMBER 12, 2002

Page 12

RZN 02-18.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located south of Center Street, between University Avenue and Gregg Avenue to include 28 University Ave., 42 University Ave., 50 University Ave., and 102 University Ave. and 227 and 303 Gregg Ave. Approximately .19 acres is zoned C-1, Neighborhood Commercial and approximately 3 acres is zoned I-1, Heavy Commercial and Light Industrial, totaling 3.19 acres. The request is to rezone to R-O, Residential Office.

Aviles: The final item on our agenda is seven rezonings. These are for the Mill District Neighborhood and this was I think a joint neighborhood and city effort. Shelli Rushing has put in considerable work on this matter and will be giving us a short presentation on the seven rezonings. We will be hearing those items individually and voting individually on those not as a group and will be taking public comment for each so bear with us. We will go ahead and get started with our presentation. Shelli, are you ready?

Rushing: Yes Ma'am. I first want to give you a little bit of background regarding this study. This was done as an effort to implement General Plan 2020. We have a policy in that plan that states "Identify and rezone inappropriately zoned Industrial areas to more appropriate uses." The Mill District neighborhood was selected due to some inconsistencies between the zoning ordinance and the existing land uses. We began this project in March, 2002. At that time we held a number of neighborhood meetings. We met with the residents to determine whether or not they wanted to move forward with this project. They also assisted us with conducting an existing land use survey. We also mailed a survey of some of the proposals that we had to get some feedback on that. At this time we are proposing seven areas for rezoning. What I would like to do is as we come to each one I will give you a little bit of background information on that just so that we can look at them individually.

Aviles: The first rezoning is 02-18.00, it was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood for property located south of Center Street between University Avenue and Gregg to include 28 University Avenue, 42 University Avenue, 50 University Avenue, and 102 University Avenue and 227 and 303 Gregg. Approximately 0.19 acres is zoned C-1, Neighborhood Commercial and approximately three acres is zoned I-1, Heavy Commercial and Light Industrial totaling 3.19 acres. The request is to rezone to R-O, Residential Office.

Rushing: Ok, this area again is south of Center between the University and Gregg. You mentioned the properties that it does include, I do want to point out the properties that it does not include. It doesn't include 32 and 38 University, 110 University and 37 Gregg. Part of that reasoning was either they were already zoned to what they should be or what they were being used as or the property owners were not interested in being rezoned. The area that is proposed for rezoning is used primarily as residential. The surrounding zoning is R-2 to the

east and west, C-1 and R-3 to the north and R-1 to the south. The neighborhood has expressed support of this particular request.

Aviles: Thank you very much Shelli. Is there any member of the public that would wish to address on this particular rezoning? Seeing none, I will go ahead and bring this to the Commission for motions or discussion.

Estes: This rezoning request has been researched extensively by staff and I thank Ms. Rushing for her work in addition to the other items. It is supported by the neighborhood and it is for those reasons that I would recommend and move that we approve RZN 02-18.00 and forward it to the City Council for their consideration.

Aviles: Thank you Commissioner Estes. I have a motion, do I hear a second?

Bunch: Second.

Aviles: There is a second by Commissioner Bunch. Is there additional discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve RZN 02-18.00 was approved by a vote of 8-0-0.

Aviles: Thank you. The motion carries unanimously.

November 12, 2002

Page 14

RZN 02-19.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located between Center Street and Prairie Street, between Gregg Avenue and West Avenue to include 304 Gregg and part of 308 Gregg and 301 and 303 West Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 5.61 acres. The request is to rezone to R-O, Residential Office.

Aviles: Our second rezoning is RZN 02-19.00 submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood for property located between Center Street and Prairie Street, between Gregg Avenue and West Avenue to include 304 Gregg and part of 308 Gregg and 301 and 303 West Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 5.61 acres. The request is to rezone to R-O, Residential Office. Shelli?

Rushing: This area is mostly vacant. There are a few single-family uses within this area. The surrounding zoning is R-O to the east, Low Density Residential and Medium Density to the west. The area to the north is being proposed for C-3, it is currently zoned I-1. The neighborhood is in support of this request. I do want to point out that we did receive a letter today in regard to 308 Gregg and the property owner has just recently purchased this property and what we are doing is proposing half of the property to be rezoned to R-O and the rest of the property is proposed for R-1 and the request was to go ahead and include the rest of 308. I believe at this time you would be able to include that property if you wanted to. We did not notify on that particular property but, and Kit may be able to let us know if there is any difference, but I think you would be able to include that property since there has been plenty of notification in that neighborhood.

Aviles: Could you give us your opinion on that Mr. Williams?

Williams: I don't think there would be any problem with the owner requesting this. I think you can certainly recommend to the City Council what the owner has requested.

Aviles: Ok, thank you very much. Shelli, do you have anything else on this particular item?

Rushing: That is all that I have.

PUBLIC COMMENT:

Aviles: Thank you. I will take public comment now.

Madison: I am Sue Madison and my husband Bernie Madison is with me. We purchased this property a little less than a month ago. Prior to purchasing it I did visit the Planning Office because I was aware of the changes being proposed and I was told that the possibilities were R-O and R-2. I asked to be notified of all

meetings but the first notification I got was when the previous owner who lives out of county sent me the notice of this meeting and I promptly visited the Planning Office again last Thursday. We own lots 3 and 4. When I first visited the Planning Office I came to understand that both of these lots have a width of 50' and the minimum for both R-O and R-2 is 60' so I was glad we were buying two lots. Then I discovered that it sort of looks like spot zoning almost. Lot 3 that has a rental dwelling on it is proposed to remain R-1 and lot 4 is proposed to rezone to R-O and I would just like to respectfully request that you consider rezoning them both so they will be the same since in all probability they will have to be combined for any possible uses.

Estes: Senator Madison, I have a question. You purchased 308 Gregg, is that correct?

Madison: Yes.

Estes: What is the adjoining lot, is it 306 or 310?

Madison: It doesn't have a house number, it is vacant. It is lots 3 and 4. I think the city owns 5 and 6 on the corner.

Aviles: Shelli, was this just an attempt to match what was in place?

Rushing: There are two lots here. Lot 3 was already zoned residential. The goal of this project was to get things zoned to what they were being used as. This other lot was still I-1 so that is why it was included in the proposal. Staff has no concerns with rezoning the rest of 308.

Aviles: Thank you very much. Do you all have any further questions or comments at this time?

Madison: Not unless you do.

Aviles: Thank you. Is there any other member of the audience that would wish to address us on this particular rezoning? Seeing no one, I will go ahead and bring it to the Commission for further discussion and motions.

Hoover: I have a comment. I think that the R-O zoning in this area is totally appropriate but unfortunately our setbacks in R-O aren't really conducive to small lots so I am hoping maybe staff can take a look at that and how we can form those setbacks so that they better fit our downtown area.

Conklin: That is something that we have talked with DDEP about the past few years. It is one of those work program items that we just have to get to. The first priority was to identify these industrially zoned areas that are being used as residential and get them rezoned or down zoned to a more residential use. That is something that we are looking at in our downtown area to reflect our historic subdivisions and lot sizes. Thank you.

NOVEMBER 12, 2002

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Aviles: Commissioner Hoover, that is a good point. Tim, I would like to add something to that. Would our proposed PZD Ordinance take care of some of these issues as it goes forward?

Conklin: The PZD ordinance would take care of a lot of these issues because we will be drafting individual ordinances for those rezonings establishing minimum lot area and lot width. However, in large areas I do think that we need to take an overall look and try to determine what is the appropriate minimum lot area and lot width sizes. It would take a whole ordinance to rezone a large area. A brand new ordinance to rezone a larger area. It is something that we are aware of. Once again, working with DDEP and the property owners in these areas. It is something that has been brought to our attention and the Commission is aware of it also.

Aviles: Thank you very much Tim. Commissioners, is there any other discussion or motions?

MOTION:

Estes: For the reasons stated in my previous motion I would move that we recommend approval of RZN 02-19.00 to the City Council for their consideration and that lots 3 and 4 of the Gollaher Addition be included in that rezoning to R-O, Residential Office.

Aviles: Thank you Commissioner Estes. I have a motion for an R-O zoning in its totality, do I have a second?

Ostner: Second.

Aviles: I have a second by Commissioner Ostner. Renee, would you call the roll please?

Roll Call: Upon completion of roll call the motion to recommend approval of RZN 02-19.00 to the City Council was approved by a vote of 8-0-0.

Aviles: Thank you. The motion carries unanimously with a vote of eight. Thank you very much.

RZN 02-20.00: Rezoning (Mill District Neighborhood, pp 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 545 Center Street. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .49 acres. The request is to rezone to C-3, Central Commercial.

Aviles: Next on our agenda is RZN 02-20.00. It was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 545 Center Street. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .49 acres. The request is to rezone to C-3, Central Commercial. Shelli?

Rushing: This property is located on the southeast corner of Center and Gregg. Right now it is an auto body shop. The property is surrounded by R-O and R-3 zoning. The area to the south was proposed and was just recommended for approval at City Council for the R-O zoning. The neighborhood is in support of this request. I do want to point out that we have had a call from the property owner that is concerned about the existing auto body shop being able to continue under the C-3 zoning. We have informed him that yes they would be able to continue as they are. If they propose any expansions, at that time they would need to come forward for a conditional use.

Aviles: Ok, thank you Shelli. Is there any member of the audience that would like to comment on this?

Bordeaux: My name is Tom Bordeaux. I am the owner of that lot, along with my partner. I just wanted to say that we felt that C-3 would be a good compromise zoning with the type of building that we have there which is a garage probably built in about 1917. The size of the lot is small and it is soon to be smaller because we are giving a sliver of land to the city for the bike path continuation along the western side of that property. The building's position on Center Street, which is a fairly busy street across from the bike path there, we just felt that because of the type of building we have there, the potential future use of the building, the present use of the building, and the location of the building on the lot, C-3 is really the best compromise zoning that we could come up with. I-1 is obviously not appropriate for that neighborhood. I just wanted to make those points.

Aviles: Thank you very much. Is there any other member of the audience that would like to address us on this rezoning? Ok, seeing none, I will go ahead and ask Commissioners for motions or discussions.

MOTION:

- Estes: For the reasons previously stated I would move for approval of RZN 02-20.00 that it be forwarded to the City Council for their consideration.
- Aviles: Thank you. I have a motion by Commissioner Estes, do I have a second?
- Church: I will second it.
- Aviles: There is a second by Commissioner Church. I have a question for Shelli. On the C-3, what was the reason not to go with R-O on this particular one? I know we have an existing commercial building could you enlighten us a little bit on that?
- Rushing: My understanding is that because of the existing commercial use that the property owner wanted to go to a Commercial zoning district as opposed to a Residential. That is my understanding when we originally talked to the property owner about this rezoning.
- Aviles: Thank you. That would be consistent with the other uses in the area with regard to the commercial uses?
- Rushing: Yes Ma'am.
- Aviles: Ok, I just wanted to make that clear. Thank you very much.
- Bunch: If this is rezoned at this point at time to C-3 that would be a non-conforming use for the auto body shop, would it be appropriate to do a Conditional Use at this time or should we wait until later to include Use Unit 17, which is Buildings and Trades, which would accommodate what is currently the use of the property?
- Conklin: I would prefer to leave it as a non-conforming use and if they change what they are doing out there to expand the business to look at it on a case by case basis, since we don't know exactly if the building is going to be sold and if the use is going to remain. I think it would be premature to approve a Conditional Use for that at this time.
- Aviles: Thank you Tim. Is there any further discussion on this item? Renee, would you call the roll please?
- Roll Call:** Upon the completion of roll call the motion to approve RZN 02-20.00 was approved by a vote of 8-0-0.
- Aviles: Thanks Renee. The motion carries unanimously.

RZN 02-29.00: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 32 and 38 University Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .37 acres. The request is to rezone to R-1, Low Density Residential.

Aviles: RZN 02-29.00 was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 32 and 38 University Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .37 acres. The request is to rezone to R-1, Low Density Residential. Shelli?

Rushing: This property is located south of Center Street. It is on the east side of University. There are two lots here. There is a single-family structure on each individual lot. There is C-1 to the north, I-1 to the east and south, and R-3 to the west. The surrounding area was proposed to be rezoned to R-O, which was just recommended for approval to City Council. The neighborhood is in support of this request and I do just want to point out that these individual property owners wanted to ensure that their property remained single-family, which is why they are requesting the R-1 zoning as opposed to the Residential Office.

Aviles: Thank you Shelli. Is there any member of the public that would like to discuss this tonight? Seeing none, I will go ahead and bring discussion back to the Commission for motions and further discussion.

MOTION:

Estes: For the reasons previously stated, I would move approval of RZN 02-29.00 that it be forwarded to the City Council for their consideration.

Aviles: Thank you Commissioner Estes. Do I have a second?

Bunch: Second.

Aviles: Thank you Commissioner Bunch for the second. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-29.00 to the City Council was approved by a vote of 8-0-0.

Aviles: Thank you Renee. The motion carries unanimously.

RZN 02-30.00: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 37 Gregg Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .67 acres. The request is to rezone to R-2, Medium Density Residential.

Aviles: Next is RZN 02-30.00, which was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 37 Gregg Ave. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately .67 acres. The request is to rezone to R-2, Medium Density Residential. Shelli?

Rushing: This property is located south of Center Street. It is on the west side of Gregg. Right now there is an existing single-family structure. The applicant, the property owner is potentially considering building duplexes at that location. Right now that property is surrounded by R-2 to the north and R-3 to the south. The neighborhood does support this request as does staff.

Aviles: Thank you very much Shelli. Is there any member of the audience that would like to address us on this matter? Seeing none, I will go ahead and bring discussion or motions back to the Planning Commission.

MOTION:

Estes: For the reasons I previously stated, I would move for approval of RZN 02-30.00 that it be forwarded to the City Council for their consideration.

Aviles: Thank you Commissioner Estes. Do I hear a second?

Ostner: Second.

Aviles: Thank you very much. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-30.00 to the City Council was approved by a vote of 8-0-0.

Aviles: Thanks Renee. The motion carries unanimously.

RZN 02-31: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 316 and 320 Gregg Ave and 510 and 512 Prairie St. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 1.08 acres. The request is to rezone to R-O Residential Office.

Aviles: RZN 02-31.00 was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 316 and 320 Gregg Ave and 510 and 512 Prairie St. The property is zoned I-1, Heavy Commercial and Light Industrial and contains approximately 1.08 acres. The request is to rezone to R-O Residential Office. Shelli?

Rushing: This property is located on the northeast corner of Prairie and Gregg. Right now the properties are used as single-family uses. The properties to the south and west are zoned and used as industrial. The property to the north was proposed for Residential Office. The owners of the adjacent industrial uses have expressed some concern about the Residential Office zoning designation due to the potential impact of their required setbacks. An Industrial District near a Residential District, those were expressed at some of the neighborhood meetings that we did have and we do not have consensus from the neighborhood in regard to this particular request. However, staff is in support.

Aviles: Thank you very much Shelli. Is there anyone from the audience who would like to address us on this rezoning? I will go ahead and bring it back to the Commission for further discussion, questions or motions. I will go ahead and throw my two cents worth in. I weighed in at agenda session but could you elaborate Shelli a little more on the impact of the setbacks regarding the adjacent industrial zoned property if this is zoned to Residential Office?

Rushing: Right now with the Industrially zoned properties that are to the south of this property their existing setbacks apply. In our I-1 zoning district we have an additional setback if they are located adjacent to any type of residential zoning district and I believe Tim is looking up the setbacks.

Conklin: Sure. From the street right of way when adjoining a Residential District it is 50'. From a street right of way when it is adjoining an Industrial District it is 25'. Pretty much I think you are going to just have the front but the sides go from 50' adjacent to a Residential to 10' adjacent to Industrial. Once again, the purpose of this project is to look at how land is being used currently and trying to find a zoning district that more reflects how it is being used. We do have some residential uses in these areas across the street, which will still remain Industrial. The one comment that I would like to make is that you still may need the additional setbacks and buffers if we downzone it and reflect how the land currently is being used.

Aviles: Thanks Tim. My question is do we have the right to by a rezoning negatively impact an adjacent property that is not currently slated for development or

redevelopment and when I asked an earlier question about the proposed PZD ordinance, again, I would like to ask if that is an ordinance that might be employed in a situation like this to ameliorate the negative setbacks if the property is redeveloped and comes forward for Industrial uses. Would that be taken into account by staff assuming that we had a totally new set of faces, a different Planning Commission, different staff. If we have this other ordinance would that help these property owners with the setback?

Conklin: With the PZD ordinance that is on the City Council agenda, the purpose of that ordinance was to look at each project on a case by case basis and determine how best to plan that development along with the rezoning. Yes, it could be utilized across the street and the Planning Commission and the City Council could look at that to how to make that development work adjacent to a residential neighborhood. I think there is always opportunity and that is the purpose, one of the reasons why we are taking this PZD ordinance forward is because over the last couple of years we have seen developers come in and make promises through the use of a Bill of Assurance of how to mitigate a project so it is acceptable to a neighborhood. The PZD ordinance will create a law that will be enforceable by the city and allow city staff and the Planning Commission to work with the developer to determine how best to mitigate a project to make it the best project to fit in with the neighborhood and for the City of Fayetteville. The PZD ordinance keeps on coming up as an ordinance that can really help us. I think it really can help us because the past two years we have seen over and over again the use of a Bill of Assurance to help mitigate projects to make them acceptable in this community and I think there is a positive that is going to come out from that ordinance. Thanks.

Aviles: Thank you very much Tim. Commissioners, are there any other questions?

Bunch: We keep saying across the street, are we talking about across Gregg or across Prairie?

Rushing: Across both.

Bunch: One of these lots on Prairie looks like it might be a 50' lot and a 50' setback would kind of take in the whole lot.

Conklin: In the downtown area we work with all development from the Three Sisters project to the Bakery Building project to Mr. Canfield's project on West Street. It is a unique area, our downtown area, it is not a Greenfield development. You are always going to have to work with the property owners and how the parcels are configured to make it work. I guess what I am trying to say is that there are always going to be cases. I think even if we go back and redraft an ordinance specifically for downtown we are not going to be able to catch every unique situation. These areas are part of the original town plat platted back in 1871 and it is unique down here and I think it is going to take probably some variances and some different approvals. It brought back a memory during one of our

working sessions with the neighborhood, we did talk about redrafting the regulations to try to make it closely fit with the minimum lot area sizes and that area. A lot of the neighbors came back and said "We would like to see the red public hearing signs posted on the property and the opportunity to have a public hearing when we have additional development and infill in these areas." They didn't want staff to go down that road and redraft regulations to try to catch some of those minimum lot area and frontage size things. That is kind of interesting that the neighborhood itself preferred different types of public hearings through the Board of Adjustment and Planning Commission.

Aviles: Thank you Tim. Commissioners, are there any further questions or motions?

MOTION:

Aviles: I will go ahead and make a motion for approval of RZN 02-31.00, the request is to rezone to R-O. My motion is to recommend R-O to City Council is there a second?

Hoover: Second.

Aviles: I have a motion and a second by Commissioner Hoover. Is there any further discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-31.00 to the City Council was approved by a vote of 7-1-0 with Commissioner Estes voting no.

Aviles: Thank you Renee. The motion carries on a vote of seven yes and one no.

Planning Commission
November 12, 2002
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RZN 02-32.00: Rezoning (Mill District Neighborhood, PP 522/523) was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 208 Gregg. The property is zoned R-1 Low Density Residential and contains approximately .25 acres. The request is to rezone to R-O Residential Office.

Aviles: Our final rezoning this evening is RZN 02-32.00, it was submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association for property located at 208 Gregg. The property is zoned R-1 Low Density Residential and contains approximately .25 acres. The request is to rezone to R-O Residential Office. Shelli?

Rushing: This property is located just north of the rezoning that we just had. Right now it is zoned R-1, Low Density and the property owner has requested to rezone it to R-O, Residential Office for consistency with the property to the south that was also proposed for R-O. It is currently used as single-family. The properties to the north, south, and east are used as single-family residential but are currently zoned Industrial. As I mentioned the property to south was proposed for the residential office. At this point the neighborhood had not indicated a yes or no in regard to this request. However, staff is in support of this request.

Aviles: Thank you Shelli. Is there anyone in the audience that would like to address us on this particular rezoning? Seeing no one, I will go ahead and bring discussion or motions to the Planning Commission.

Ward: I would like to commend the staff for all this hard work on doing this rezoning. I personally, if I would've owned that land in there, I probably would not have agreed to have it rezoned from I-1 to R-O or R-1 or whatnot. I think it takes away a lot of the value at times. Although, at this point anyone can see that some of the single-family homes in there should be zoned R-1. I am not sure that I personally would've been willing to sacrifice an I-1 zoning for an R-O or R-1. I think as a matter of record, I think that there is kind of a consensus among most of us that any future development down here, I think that future Planning Commissions or Aldermen and City Council should look at this as people are giving up quite a bit to do this that variances will be given without a lot of fight if good projects come up that need to be put in there. It is hard to say how this area is really going to develop in the next 25 years. We do have a lot of problems with very small lots and so on and R-O really doesn't fit a lot of this area I don't think. I don't see that there is much difference between changing it to R-O really. That is just my take on it. I have been voting for all of it but it is not like it is an easy vote.

Aviles: Thanks Commissioner Ward. Commissioners, is there any further discussion or motions?

Estes: This is a proposal to rezone from R-1 to R-O and it is the property owner that has requested this rezoning and of course staff is in support of this request. Is one reason it is before us this evening and it is for those reasons that I would

move that we approve RZN 02-32.00 and forward it to the City Council for their consideration.

Aviles: I have a motion, do I have a second?

Hoover: I will second.

Aviles: I have a second by Commissioner Hoover. Is there additional discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-32.00 to the City Council was approved by a vote of 8-0-0.

Aviles: That concludes the regular agenda for this evening.

Meeting adjourned: 6:30 p.m.

RZN 2-18.00 etc
C. 4. Page 55

STAFF REVIEW FORM

Frisco
C. 5. Page 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 19

FROM:

Hugh EarnestUrban Development

Name Division Department

ACTION REQUIRED: A resolution certifying to the tax collector of Washington County the costs of abating Unsightly and unsanitary conditions upon the property located at 922 North Frisco avenue in the city of Fayetteville, AR.

COST TO CITY:

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

BUDGET REVIEW:

Budgeted ItemBudget Adjustment AttachedBudget ManagerAdministrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager10/31/02
DateADA CoordinatorDateCity Attorney10/31/02
DateInternal Auditor10/31/02
DatePurchasing Officer11/1/02
Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division Head

Date

Cross ReferenceDepartment Director10-30-02
Date

New Item: Yes No

Administrative Services Director11-1-02
Date

Prev Ord/Res #:

Page 2

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: October 30, 2002

To: The Mayor and Council

From: Hugh Earnest
Urban Development Director

Subject: Charles Jordan Property at 922 N. Frisco

Background

This particular piece of property has been an issue for code enforcement for some time. On April 3, 2002, City inspectors sent a letter requesting that the white goods and other discarded items be removed from the above referenced site. Despite the fact that a considerable amount of time over the date given in the letter was allowed, no attempt was made to remove any material. Rather, a good portion of the material on site was moved into the ditch in front of the referenced property. On July 25, 2002, City crews from Solid Waste removed the material at a cost to the City of \$1,177.57. Copies of all the correspondence are attached. In addition, we have photos which will be available at the Council meeting.

Current Situation

Following the clean up, a bill for the services rendered was sent via registered certified mail to the property owner. The letter was returned by the post office after three attempts to make delivery. In order to ensure delivery, an officer from the Police Department did make delivery to the property owner on August 28, 2002. The letter gave the owner 30 days from the date of delivery to make restitution for the clean up. The time given has long expired. As of the date of this memo, we have not had any formal response to our letter.

Recommendation

Our City Attorney advises that the action taken by City crews in cleaning up the site constitutes a lien against the property. While we remain hopeful that the situation can be resolved, the facts dictate that we recommend the following course of action by the Council. The City Council by resolution should remand to the Tax Collector the amount of the bill to be included as part of the tax bill on the property. The Council by resolution must verify the charge for services. This will make the City charge for services payable as part of the yearly assessment from the County. In addition, this will mandate that any sale of the property can not occur without a resolution of the outstanding charge by any purchaser. We will see that the current owner of the property is furnished this memo and we will make every effort to try to resolve this issue prior to any action by the Council.

RESOLUTION NO. _____

A RESOLUTION CERTIFYING TO THE TAX COLLECTOR OF WASHINGTON COUNTY THE COSTS OF ABATING UNSIGHTLY AND UNSANITARY CONDITIONS UPON THE PROPERTY LOCATED AT 922 NORTH FRISCO AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of §§ 95.01-95.03, Code of Fayetteville, as authorized by A.C.A. §14-54-901 et seq., the City of Fayetteville directed the owner of the property located at 922 North Frisco Avenue (WC Parcel #765-08496-000) to correct unsightly or unsanitary conditions on the property; and,

WHEREAS, Charles J. Jordon, record owner of the property, failed to correct the unsightly or unsanitary conditions on the property within the twenty (20) days allotted; and,

WHEREAS, the City of Fayetteville, in accordance with the above-cited ordinances and statutes, entered upon the property and corrected the unsightly or unsanitary conditions; and,

WHEREAS, by operation of law, the City is given a lien against this real property for the costs of correcting the unsightly or unsanitary conditions; and,

WHEREAS, the City Council of the City of Fayetteville, Arkansas, is required to determine the appropriate amount of the lien, and certify this amount to the Tax Collector of Washington County, Arkansas to be placed on the tax books as delinquent taxes.

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

Section 1. That, by the authority granted pursuant to §14-54-901 et seq., and in accordance with the provisions of §§ 95.01-95.03, Code of Fayetteville, the City Council of the City of Fayetteville, Arkansas, hereby determines the appropriate amount of the lien against the property located at 922 North Frisco Avenue (WC Parcel #765-08496-000) to be \$_____.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby certifies this amount to Mr. David Ruff, Tax Collector for Washington County, Arkansas, so that this amount, plus ten percent (10%) penalty for

collection, be placed on the tax books as delinquent taxes against the property located at 922 North Frisco Avenue (WC Parcel #765-08496-000).

PASSED and APPROVED this ____ day of _____, 2002.

APPROVED:

By: _____
DAN COODY Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

STAFF REVIEW FORM

Rupple Road
C. 6. Page 1

X AGENDA REQUEST
X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council Meeting of: December 3, 2002

FROM:

Ron Petrie

Engineering

Public Works

Name

Division

Department

ACTION REQUIRED: 1. Approval of a resolution awarding the construction contract in the amount of \$753,920.40 with Red Deer, Inc. for the construction of Rupple Road from Wedington Drive to the Donald W. Reynolds Boys & Girls Club. 2. Approval of a project contingency of \$113,080.60 (15%) for project needs including material testing, street light installation by Ozarks Electric, in-house inspection & management, variations in final quantities, 3. Approval of the attached budget adjustment.

COST TO CITY:

	(Escrow)	\$100,000.00	
\$867,000.00	\$	750,000.00	Rupple Road
Cost of this request	Category/Project	Budget	Program Category / Project Name
4470.9470.5809.00	\$	20,069.00	Street Improvements
Account Number	Funds Used to Date		Program / Project Category Name
02020-010	\$	829,931.00	Sales Tax Capital Improvement
Project Number	Remaining Balance		Fund Name

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Manager	Date	Administrative Services Director	Date
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CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

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

STAFF RECOMMENDATION: Staff recommends approval of the actions listed above.

R. Petrie for Jim Beavers 11/22/02
 Division Head Date

Cross Reference

New Item: Yes No

Department Director Date

Previous Ord/Res#: _____

Administrative Services Director Date

Orig. Contract Date _____

Mayor Date

Orig. Contract Number _____

Description Rupple Road South Street & Drainage Improvements Meeting Date December 3, 2002

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Telephone: 501-575-8264

ENGINEERING DIVISION CORRESPONDENCE

TO: Dan Coody, Mayor
City Council

THRU: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer

FROM: Ron Petrie, Staff Engineer *RP*

DATE: November 22, 2002

SUBJECT: Agenda Request for December 3, 2002 City Council Meeting
Ripple Road South Street & Drainage Improvements

1. Project Background: This project will provide public access to the Donald W. Reynolds Boys & Girls Club and the adjacent City Park that is currently under construction. The street design consists of a 28' wide street with curb & gutter, underground drainage, and an eight foot wide trail. This street configuration was approved at the June 25, 2002 Street Committee Meeting. The Engineering Division designed the project in-house and will provide the construction management and inspection.

2. Staff Recommendations: Staff recommends that the City Council award the construction contract to *Red Deer, Inc.* and approve funding for a project contingency including materials testing, street light construction by Ozarks Electric, variations in final quantities, etc... for "Ripple Road South Street & Drainage Improvements."

3. Estimated Project Costs: Bids were opened on Wednesday, November 20th, 2002. The Engineer has reviewed the bids and recommends awarding the contract to the low bidder, *Red Deer Inc.*, in the amount of \$753,920.40 which is approximately 26 % below the Engineer's estimate. The estimated total project costs including the project contingency for unforeseen project expenditures are as follows:

Ripple Road Street & Drainage	
Improvements	\$753,920.40
Street Light Installation by Ozarks	\$ 25,000.00
Materials Testing	\$ 9,000.00
In-house Management & Inspection	\$ 35,000.00
Remainder of 15% Contingency	<u>\$ 35,080.60</u>
TOTAL	\$867,000.00

4. Project Funding: There is currently \$829,931.00 remaining in the Ripple Road account which includes \$100,000 that was assessed to WHM Land Investments. This project will require a Budget Adjustment in the amount of \$37,069.00 from Project No. 99031, Ora Drive Drainage Improvements, to this Project No. 02020, Ripple Road.

**RUPPLE ROAD SOUTH
STREET & DRAINAGE IMPROVEMENTS**

BID NO. 47, BID TABULATION FORM
 BID OPENED - NOVEMBER 24, 2012 @ 2:00PM
 City of Fayetteville, Arkansas

[illegible]

Section 00500

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND RED DEER, INC.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2002 by and between the City of Fayetteville, Arkansas and Red Deer, Incorporated.

The CITY OF FAYETTEVILLE and RED DEER, INC., in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of construction of approximately 2,600 L.F. of 28' wide street with curb & gutter and associated earthwork, below ground storm sewer, drainage structures, and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by

City of Fayetteville Engineering Division
113 W. Mountain Street
Fayetteville, Arkansas 72701

who is hereinafter called ENGINEERING DIVISION and who is to act as the CITY OF FAYETTEVILLE'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be substantially completed within 210 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 240 consecutive calendar days after the date when the Contract Time commences to run. **This street must be open to the public by August 11, 2003.**

3.2. *Liquidated Damages.* The CITY OF FAYETTEVILLE and RED DEER, INC. recognize that time is of the essence of the Agreement and that the CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF FAYETTEVILLE and RED DEER, INC. agree that as liquidated damages for delay (but not as a penalty) RED DEER, INC. shall

pay the CITY OF FAYETTEVILLE Two hundred fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if RED DEER, INC. shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the CITY OF FAYETTEVILLE, RED DEER, INC. shall pay the CITY OF FAYETTEVILLE Two hundred fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

The CITY OF FAYETTEVILLE shall pay RED DEER, INC. for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

RUPPLE ROAD - SOUTH STREET & DRAINAGE IMPROVEMENTS PAY ITEMS

Item No.	Item Description	Unit	Estimated Quantity		
				Unit Price	Extended Price
1	Mobilization	LS	1	\$19,100.00	\$19,000.00
2	Construction Staking	LS	1	\$16,000.00	\$16,000.00
3	Maintenance of Traffic	LS	1	\$6,200.00	\$6,200.00
4	Tree Protection Fencing	LF	705	\$3.50	\$2,467.50
5	Root Prune with Trencher	LF	120	\$5.00	\$600.00
6	Excavation Safety	LS	1	\$300.00	\$300.00
7	Clearing & Grubbing	LS	1	\$1,000.00	\$1,000.00
8	R & D Gravel Access Road	LS	1	\$8,000.00	\$8,000.00
9	R & D 24" - 36" Corrugated Metal Pipe (CMP)	LF	350	\$3.00	\$1,050.00
10	Unclassified Excavation	CY	12,100	\$4.25	\$51,425.00
11	Compacted Embankment - Select Hillside Material (Borrow)	CY	5,955	\$6.50	\$38,707.50
12	Undercut & Backfill	CY	2,500	\$10.75	\$26,875.00
13	Six-inch Aggregate Street Base Course (Class 7)	SY	8,928	\$4.15	\$37,051.20
14	Concrete Curb and Gutter	LF	5,100	\$7.00	\$35,700.00
15	Two-inch ACHM Surface Course (Type 2)	SY	7,242	\$4.20	\$30,416.40
16	Four-inch ACHM Binder Course (Type 2)	SY	7,242	\$7.90	\$57,211.80

17	Aggregate Base Course (Class 7)	TN	1,100	\$11.50	\$12,650.00
18	18-inch Reinforced Concrete Pipe (RCP)	LF	96	\$23.50	\$2,256.00
19	24-inch Reinforced Concrete Pipe (RCP)	LF	77	\$25.50	\$1,963.50
20	30-inch Reinforced Concrete Pipe (RCP)	LF	8	\$62.00	\$496.00
21	36-inch Reinforced Concrete Pipe (RCP)	LF	117	\$32.50	\$3,802.50
22	36-inch Corrugated Metal Pipe (CMP)	LF	80	\$35.00	\$2,800.00
23	42-inch Reinforced Concrete Pipe (RCP)	LF	1,455	\$55.50	\$80,752.50
24	42-inch Corrugated Metal Pipe (CMP)	LF	774	\$44.00	\$34,056.00
25	36" x 58" Reinforced Concrete Arch Pipe (RCPA)	LF	1,390	\$68.00	\$94,520.00
26	2 Ft x 10 Ft Reinforced Concrete Box Culvert	LF	175	\$235.00	\$41,125.00
27	4 Ft x 4 Ft Type 'C' Drop Inlet	EA	4	\$2,200.00	\$8,800.00
28	4 Ft x 6 Ft Type 'C' Drop Inlet	EA	3	\$2,300.00	\$6,900.00
29	Junction Box 4 Ft x 6 Ft	EA	1	\$2,300.00	\$2,300.00
30	5 Ft x 5 Ft Type 'C' Drop Inlet	EA	2	\$2,300.00	\$4,600.00
31	4 Ft x 12 Ft Type 'C' Drop Inlet	EA	2	\$3,550.00	\$7,100.00
32	5 Ft x 14 Ft Type 'C' Drop Inlet	EA	3	\$3,900.00	\$11,700.00
33	Drop Inlet Extension (4 FT)	EA	9	\$400.00	\$3,600.00
34	Drop Inlet Extension (8 FT)	EA	5	\$700.00	\$3,500.00
35	Rear Inlet w/ wingwalls and Conc. Apron (1.25' x 4.0')	EA	1	\$3,550.00	\$3,550.00
36	Rear Inlet w/ wingwalls and Conc. Apron (1.0' x 4.0')	EA	2	\$3,550.00	\$7,100.00
37	42" Storm Pipe Connection to Existing AHTD Drop Inlet	LS	1	\$500.00	\$500.00
38	24-inch Concrete Flared End Section	EA	1	\$500.00	\$500.00
39	30-inch Concrete Flared End Section	EA	1	\$650.00	\$650.00
40	36-inch Concrete Flared End Section	EA	2	\$800.00	\$1,600.00
41	Reinforced Concrete Headwall for 2' x 10' Box Culvert	LS	1	\$5,300.00	\$5,300.00
42	Geosynthetic Erosion Control Mat	SY	160	\$5.00	\$800.00
43	Permanent Sediment Pond	LS	1	\$2,000.00	\$2,000.00
44	Temporary Sediment Pond	LS	1	\$2,500.00	\$2,500.00
45	Concrete Sidewalk(4")	SY	2,280	\$16.50	\$37,620.00
46	Asphalt Driveway (2")	SY	85	\$4.20	\$357.00
47	Concrete Driveway (6")	SY	500	\$16.60	\$8,300.00
48	Adjust Water Valve Box	EA	1	\$300.00	\$300.00
49	Seeding and Mulching	AC	3.55	\$1,410.00	\$5,005.50
50	Imported Top Soil	CY	1,920	\$8.00	\$15,360.00
51	Sign (R3-7R)	EA	1	\$150.00	\$150.00
52	Double 4" Yellow Line Pavement Markings (Thermoplastic)	LF	2,550	\$0.50	\$1,275.00
53	6" White Line Pavement Markings (Thermoplastic)	LF	115	\$2.20	\$253.00
54	18" White Pavement Markings (Thermoplastic)	LF	112	\$7.00	\$784.00
55	24" White Pavement Markings (Thermoplastic)	LF	22	\$10.00	\$220.00
56	White Pavement Marking Arrows (Thermoplastic)	EA	4	\$200.00	\$800.00
57	Type 3 Barricade	LF	24	\$80.00	\$1,920.00
58	Straw Bale (E-1)	EA	50	\$5.00	\$250.00

59	Rock Excavation	CY	50	\$25.00	\$1,250.00
60	3" PVC Schedule 40 Conduit	LF	55	\$10.00	\$550.00
TOTAL CONSTRUCTION COST					\$753,920.40

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the ENGINEERING DIVISION as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

RED DEER, INC. shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by the ENGINEERING DIVISION as provided in the General Conditions.

5.1. *Progress Payments.* The CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of RED DEER INC.'s Applications for Payment as recommended by the ENGINEERING DIVISION, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as the ENGINEERING DIVISION shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the ENGINEERING DIVISION, and if the character and progress of the Work have been satisfactory to the CITY OF FAYETTEVILLE and the ENGINEERING DIVISION, the CITY OF FAYETTEVILLE, on recommendation of the ENGINEERING DIVISION, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to RED DEER INC. to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less

such amounts as the ENGINEERING DIVISION shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, the CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by the ENGINEERING DIVISION as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CITY OF FAYETTEVILLE to enter into this Agreement RED DEER, INC. makes the following representations:

6.1. RED DEER, INC. has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. RED DEER, INC. has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. RED DEER, INC. is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. RED DEER, INC. has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. RED DEER, INC. accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which RED DEER, INC. is entitled to rely as provided in paragraph 4.02 of the General Conditions.

RED DEER, INC. acknowledges that such reports and drawings are not Contract Documents and may not be complete for the RED DEER INC.'s purposes. RED DEER, INC. acknowledges that the CITY OF FAYETTEVILLE and the ENGINEERING DIVISION do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. RED DEER, INC. has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by RED DEER, INC. and safety precautions and programs incident thereto. RED DEER, INC. does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. RED DEER, INC. is aware of the general nature of work to be performed by the CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. RED DEER, INC. has correlated the information known to RED DEER, INC., information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. RED DEER, INC. has given the ENGINEERING DIVISION written notice of all conflicts, errors, ambiguities, or discrepancies that RED DEER, INC. has discovered in the Contract Documents and the written resolution thereof by the ENGINEERING DIVISION is acceptable to RED DEER, INC. and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the CITY OF FAYETTEVILLE and RED DEER, INC. concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 8, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by RED DEER, INC. prior to signing Agreement.
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.9. Specifications consisting of Divisions 1 through 3 as listed in table of contents thereof.
- 7.10. Addenda numbers 1 to 1, inclusive.
- 7.11. One sets of drawings (not attached hereto) consisting of a cover sheet and additional sheets numbered 1 through 22 with each sheet bearing the following general title:

Ripple Road – South Street & Drainage Improvements.

- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.12.1. Notice to Proceed

7.12.2. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. The CITY OF FAYETTEVILLE and RED DEER, INC. each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

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

8.6. Freedom of Information Act. CITY OF FAYETTEVILLE contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, the CITY OF FAYETTEVILLE and RED DEER, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to the CITY OF FAYETTEVILLE and the ENGINEERING DIVISION, and two counterparts have been delivered to RED DEER, INC.. All portions of the Contract Documents have been signed, initialed, or identified by the CITY OF FAYETTEVILLE and RED DEER, INC. or identified by the ENGINEERING DIVISION on their behalf.

This Agreement will be effective on _____, 2002 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR: Red Deer, Inc.

By: _____
Mayor Dan Coody

By: _____

Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

* Attest _____

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

STAFF REVIEW FORM

Holiday
C. 7. Page 1

XXX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of December 3, 2002

FROM:

Michele Bechhold	Human Resources	Administrative Services
Name	Division	Department

ACTION REQUIRED:

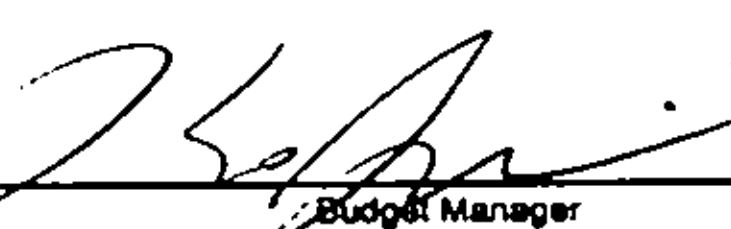
Evaluate adding one additional holiday to the City's benefit package in accordance with the Hay Group's October 8, 2002 Benefit Analysis Report.

COST TO CITY:

Estimated to be \$86,410.00
based on 2002 salary ranges.

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

BUDGET REVIEW:

	Budgeted Item	Budget Adjustment Attached
Budget Manager		Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

	11/20/02		11/21/02
Accounting Manager	Date	Internal Auditor	Date
	11/21/02		
City Attorney	Date	ADA Coordinator	Date
	11/21/02		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approve an addition of one (1) paid holiday

	11-15-02
Division Head	Date

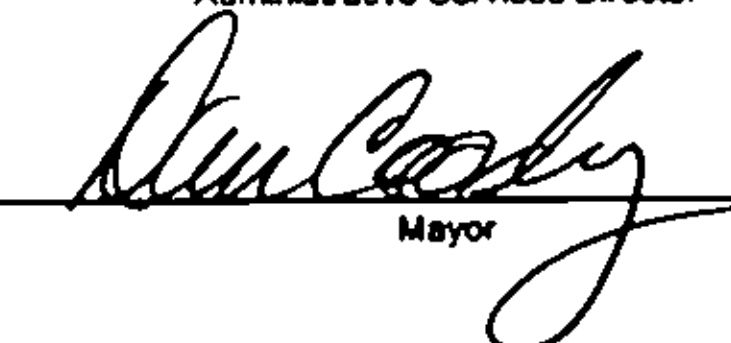
Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

	11-15-02
Administrative Services Director	Date
	11/22/02
Mayor	Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8278

TO: Mayor Coody and the City Council

THRU: Stephen Davis, Interim Administrative Services Director 

FROM: Michele Bechhold, Human Resources Director 

DATE: November 15, 2002

SUBJECT: Addition of One Paid Holiday to the City's Benefit Package

The City's General Employees Personnel Policy and Civil Service Employees Personnel Policy both provide for eleven paid holidays as a part of the City's benefit package. The Benefit Analysis Report prepared by the Hay Group and the November 8, 2002 recommendation letter from Hay Consultant Jodi McFadden, both suggested that the City consider adding one holiday to our existing holiday package. In the Benefits Analysis, Hay stated that the number of currently approved holidays is one day below the Market and that fact contributed to the non-uniformed Holiday/Vacation plans ranking at below Market level.

Based on this information and the Hay Group's recommendation, Staff is asking the Council to consider adding Martin Luther King Jr. Day, (the third Monday of January), to our approved holiday listing. This would require a change to Section VI-10 of the General Employees Personnel Policy and Section VI-9 of the Civil Service Employees Personnel Policy. If the addition of this holiday is approved, the policies would need to be amended as follows:

General Employees Policy:
Section VI-10 Holidays

- 1). All full-time non-Civil Service employees shall be entitled to the following holidays for which they will be paid the regular rate of pay:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day

- Independence Day/July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day at Christmas (to be determined by the Mayor)
- Personal Holiday

Civil Service Employees Policy:

Section VI-9

Holidays

1). Designated holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day/July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day at Christmas (to be determined by the Mayor)
- Personal Holiday

If approved, the cost of adding one holiday for the year 2003 has been projected to be \$86,410.00 based on 2002 salary ranges.

Staff is available to answer any questions you may have.

STAFF REVIEW FORM

Employee Benefit
C. 8. Page 1

- ☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of Dec 3, 2002

FROM:

Michele BeckhoffHRASD

Name

Division

Department

ACTION REQUIRED:

Approval of contract(s) for employee group benefits for
2003. Bids close FRIDAY, NOV 15, 2002.

COST TO CITY:

\$ To be determined

Cost of this Request

\$

Category/Project Budget

Category/Project Name

Account Number

\$

Funds Used to Date

Program Name

Project Number

\$

Remaining Balance

VARIOUS

Fund

BUDGET REVIEW:

☐ Budgeted Item☐ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of the Resolution awarding contract(s).M. Beckhoff

Division Head

11-13-02

Date

Cross Reference

Department Director

Date

New Item: Yes No

Steph Davis

Administrative Services Director

11/13/02

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8278

TO: Mayor Coody and the City Council

THRU: Stephen Davis, Interim Administrative Services Director

FROM: Michele Bechhold, Human Resources Director *MB*

DATE: November 22, 2002

SUBJECT: Group Insurance Contracts

The renewal date for the City's group insurance plans is January 1, 2003. This year the City chose to utilize our broker of record, Ramsey, Krug, Farrell & Lensing to bid out all our insurance products. The deadline for carriers to submit proposals was November 15, 2002. Our consultant, Jeff Jackson, is still engaged in negotiations with the top carriers. Additional information will be provided on this item at the Agenda Session on Tuesday, November 26, 2002.

STAFF REVIEW FORM

Franchise Fees
C. 9. Page 1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: December 3, 2002

FROM:

Stephen Davis Budget & Research Administrative Services
 Name Division Department

ACTION REQUIRED: Approve changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO and Ozarks Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

COST TO CITY:

<u>No cost to the City.</u>	\$ <u>-</u>	
Cost of this request	Category/Project Budget	Program Category / Project Name
	\$ <u>-</u>	
Account Number	Funds Used to Date	Program / Project Category Name
	\$ <u>-</u>	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

[Signature] 11-20-02 _____
 Budget Manager Date Administrative Services Director Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u> Accounting Manager	<u>11/21/02</u> Date	<u>[Signature]</u> Internal Auditor	<u>11/21/02</u> Date
<u>[Signature]</u> City Attorney	<u>11/21/2002</u> Date	_____	_____
<u>[Signature]</u> Purchasing Manager	<u>11/21/2002</u> Date	_____	_____

STAFF RECOMMENDATION: Staff recommends adoption of franchise fee ordinance amendments.

Division Head	Date	<u>Cross Reference</u>
Department Director	Date	New Item: <u>Yes</u> <u>No</u>
<u>[Signature]</u> Administrative Services Director	<u>11/20/02</u> Date	Previous Ord/Res#: _____
<u>[Signature]</u> Mayor	<u>11/22/02</u> Date	Orig. Contract Date _____
		Orig. Contract Number _____

Description **Franchise Fee Ordinance Revision- Rate Increase**

Meeting Date December 3, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Steve: Let's just make sure each utility's
Registered Agent gets proper notice, both before
and after ~~of~~ consideration & approval of C.C.
D.D X-313

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor

FROM: Stephen Davis, Administrative Services Director - Interim 

DATE: November 20, 2002

SUBJECT: **Franchise Fee Ordinance Revisions – Rate Increase**

This agenda item requests that City Council approve the necessary franchise fee ordinance amendments to increase the utility franchise fees collected in General Fund.

During the City Council Budget Briefing held November 12, Staff presented the overall funding needed to continue on-going operations in General Fund. Additionally, Staff identified the additional annual cost of the pay range adjustment for uniform Fire and Police employees to be approximately \$987,000. Subsequent to the November 12 meeting the City's compensation consultant, Hay Management Group, has estimated the cost of the pay compression for non-uniform employees, City-wide, to be between \$600,000 and \$800,000.

Staff has developed the following proposal that if accepted by City Council, can provide the funding to address both the uniform employee pay range adjustment and the non-uniform pay compression.

Phase in the uniform pay range adjustment and the non-uniform pay compression.

1. This proposal seeks to develop the plan that provides funding for 2/3 of the pay range adjustment for uniform employees or approximately \$661,000 in 2003 and funds approximately 2/3 of the pay compression estimate for non-uniform employees in General Fund or approximately \$237,000.

The second part of the plan is to assess property millages in 2003 to provide enough funding to pay for the remainder of the 2002 pay range adjustment for uniform employees and fully fund any pay range adjustment that may be necessary as determined in the 2003 pay survey. One mil will generate approximately \$610,000 annually.

2. This will increase franchise fees to 4.25% beginning in the first quarter 2003 and will provide up to an additional \$1.1 million in annual revenue. The cost to the average household will be approximately \$2.50 per month.

Acceptance of this phase in plan, by City Council, will provide Staff with more time to develop a more permanent funding mechanism for these pay adjustments.

Please contact Stephen Davis if you have any questions or need additional information concerning this item.

City of Fayetteville, Arkansas

Franchise Fee Analysis

Utilities and ordinance requirements:

Arkansas Western Gas:	Ordinance # 3804 states that the company shall pay 3% of it's annual sales before taxes to residential and commercial consumers and 1% to industrial consumers.
Southwestern Bell:	Ordinance #2990 (amending Ord. #2892) states the company shall pay 4% of access line billing during the preceding year or \$137,048 whichever is greater. Section 3 states the company shall have ninety days from and after the passage and approval of this ordinance to file its written acceptance of this ordinance with the City Clerk, and upon such acceptance being filed, this ordinance shall be considered as taking effect and being in force from and after the date of its passage and approval by the mayor. (Also in Section 9, Ordinance #2892)
Cox Communications:	Ordinance #3413 (Ord. #3882 transferred rights to TCA) states the company shall pay 5% of its annual gross revenues.
Fayetteville Water:	Ordinance #3804 states the fund shall pay 3% of annual gross water sales revenues.
Fayetteville Sewer:	Ordinance #3804 states the fund shall pay 3% of annual gross sewer charges revenues.
Fayetteville Solid Waste:	Ordinance #3804 states the fund shall pay 3% of annual gross sanitation fee revenues.
SWEPCO:	Ordinance #2742 states the company agrees to pay 3% of gross revenues to domestic customers and 1% to industrial consumers.
Ozarks Electric Cooperative:	Ordinance #2741 states the company agrees to pay 3% of gross revenues to domestic consumers and 1% to industrial consumers

State Laws governing franchise taxes and in lieu of taxes:

§14-234-114 Payment from water revenues in lieu of taxes (1) A sum equal to five percent (5%) of gross income from water sales during the preceding calendar year; plus (2) A sum equal to the amounts the municipality would have received from the waterworks system as property taxes for the preceding calendar year if the waterworks system's property had been privately owned and subject to tax by the municipality. For the purpose of this computation, the waterworks property shall be deemed to have an assessed value equal to twenty percent (20%) of book value as reflected by the waterworks system's usual accounting procedures.

§14-200-101 Except as provided by in §23-4-201, every city and town shall have jurisdiction to determine the quality and character of each kind of, and rates for, product or service to be furnished or rendered by any public utility within the city or town and all other terms and conditions, permitted to occupy the streets, highways, or other public places within the municipality, and the ordinance or resolution shall be deemed prima facie reasonable, provided that no franchise fee shall exceed the higher of the amount in effect as to that entity on January 1, 1997 or four and one-quarter percent (4 1/4%), unless agreed to by the affected utility or approved by the voters of the municipality.

Franchise Revenues (Current %)	1999 Actual	2000 Actual	2001 Actual	2002 Estimated	2003 Projected	Maximum 4.25% 2003 Projected
Arkansas Western Gas (3%)	\$ 344,059	\$ 389,456	\$ 648,903	\$ 443,700	\$ 444,000	\$ 629,000
Southwestern Bell (4%)	348,435	363,185	360,797	357,800	367,000	389,900
Cox Communications (5%)	360,581	371,613	390,063	398,200	408,000	408,000
Fayetteville Water (3%)	327,276	316,020	313,656	314,003	320,000	453,300
Fayetteville Sewer (3%)	247,740	257,472	251,184	255,653	259,000	366,900
Fayetteville Solid Waste (3%)	125,508	132,072	136,332	141,919	158,000	223,800
SWEPCO (3%)	743,261	771,461	925,397	988,000	1,013,000	1,435,100
Ozarks Electric Cooperative (3%)	261,247	285,297	308,816	359,300	368,000	521,300
Total	\$ 2,758,108	\$ 2,886,576	\$ 3,335,148	\$ 3,258,575	\$ 3,337,000	\$ 4,427,300
Additional Revenue Potential for 2003						\$ 1,090,300

Equates to \$30.00/year/household or \$2.50/month

STAFF REVIEW FORM

2003 Budget
C. 10. Page 1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: December 3, 2002

FROM:

Stephen Davis Budget & Research Administrative Services
 Name Division Department

ACTION REQUIRED:

Approve a resolution adopting the Proposed 2003 Annual Budget & Work Program.

COST TO CITY:

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

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

[Signature]
Budget Manager11-18-02
Date

Administrative Services Director

Date

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager11/18/02
Date[Signature]
Internal Auditor11/18/02
Date[Signature]
City Attorney11/19/02
Date

ADA Coordinator

Date

Purchasing Manager

Date

Grant Coordinator

Date

STAFF RECOMMENDATION:

Staff recommends approval of the Proposed 2003 Annual Budget & Work Program.

Division Head

Date

Cross Reference

New Item:

Yes

No

Department Director

Date

Previous Ord/Res#:

[Signature]
Administrative Services Director11-19-02
Date

Orig. Contract Date

[Signature]
Mayor11/19/02
Date

Orig. Contract Number

Description 2003 Annual Budget & Work Program

Meeting Date December 3, 2002

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND ADOPT THE
2003 CITY OF FAYETTEVILLE ANNUAL BUDGET
AND WORK PROGRAM AS AMENDED

WHEREAS, the City Council of the City of Fayetteville, Arkansas, after careful study of the City's financial condition and needs, has determined that the 2003 City of Fayetteville Annual Budget and Work Program as amended (attached) is the best possible budget during this period of financial uncertainty.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves and adopts the 2003 City of Fayetteville Annual Budget and Work Program as amended which is attached hereto marked Exhibit "A" and made a part hereof.

PASSED and APPROVED this the 3rd day of December, 2002.

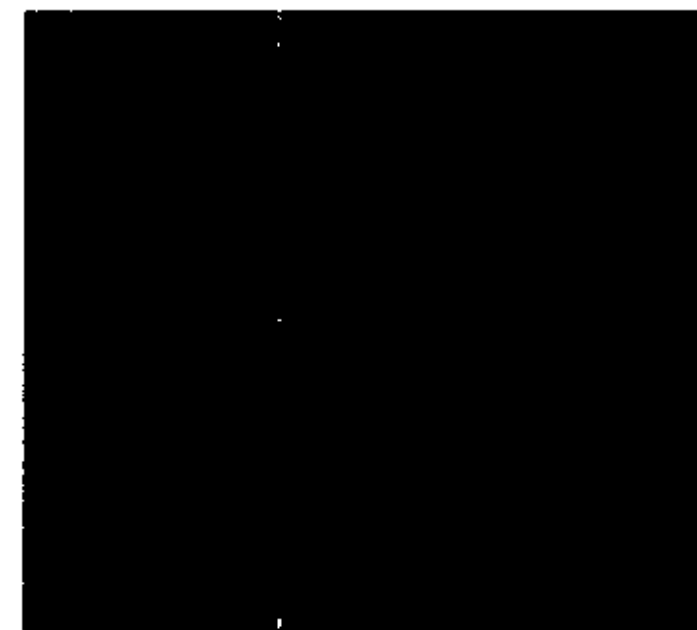
APPROVED:

DRAFT

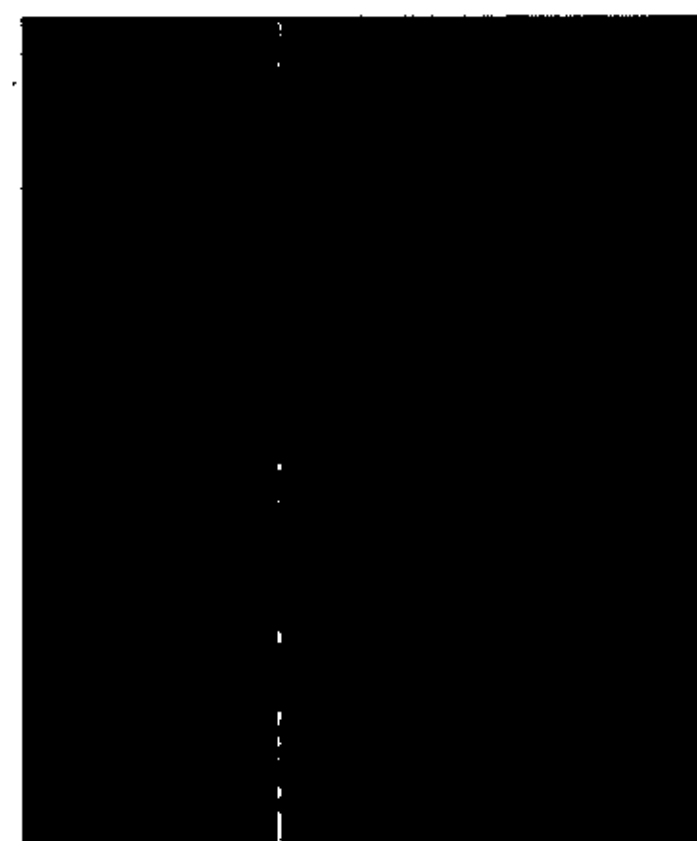
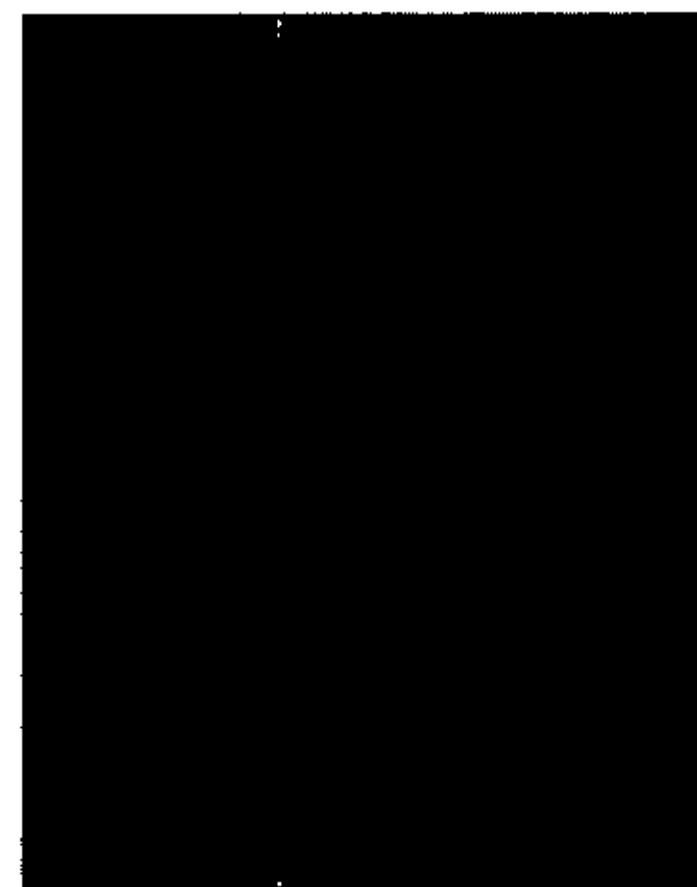
By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



2003



City of Fayetteville, Arkansas

Annual Budget

and

Work Program

STAFF REVIEW FORM

2003 Budget
C. 10. Page 5

XXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of December 3, 2002

FROM:

Michele Bechhold	Human Resources	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Evaluate adding one additional holiday to the City's benefit package in accordance with the Hay Group's October 8, 2002 Benefit Analysis Report.

COST TO CITY:

Estimated to be \$86,410.00
based on 2002 salary ranges.

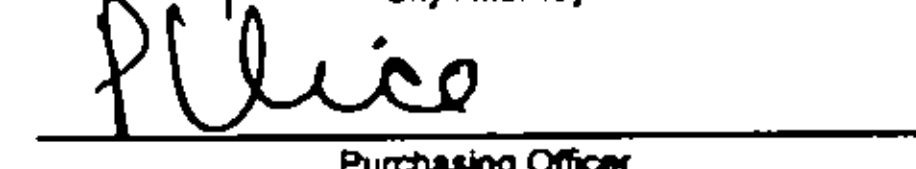
Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

	Budgeted Item	Budget Adjustment Attached
Budget Manager		Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

	11/20/02		11/21/02
Accounting Manager	Date	Internal Auditor	Date
	11/21/02		
City Attorney	Date	ADA Coordinator	Date
	11/21/02		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approve an addition of one (1) paid holiday

	11-15-02
Division Head	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

	11-15-02
Department Director	Date
	11-15-02
Administrative Services Director	Date
	11/22/02
Mayor	Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8278

TO: Mayor Coody and the City Council

THRU: Stephen Davis, Interim Administrative Services Director 

FROM: Michele Bechhold, Human Resources Director 

DATE: November 15, 2002

SUBJECT: Addition of One Paid Holiday to the City's Benefit Package

The City's General Employees Personnel Policy and Civil Service Employees Personnel Policy both provide for eleven paid holidays as a part of the City's benefit package. The Benefit Analysis Report prepared by the Hay Group and the November 8, 2002 recommendation letter from Hay Consultant Jodi McFadden, both suggested that the City consider adding one holiday to our existing holiday package. In the Benefits Analysis, Hay stated that the number of currently approved holidays is one day below the Market and that fact contributed to the non-uniformed Holiday/Vacation plans ranking at below Market level.

Based on this information and the Hay Group's recommendation, Staff is asking the Council to consider adding Martin Luther King Jr. Day, (the third Monday of January), to our approved holiday listing. This would require a change to Section VI-10 of the General Employees Personnel Policy and Section VI-9 of the Civil Service Employees Personnel Policy. If the addition of this holiday is approved, the policies would need to be amended as follows:

General Employees Policy:
Section VI-10 Holidays

- 1). All full-time non-Civil Service employees shall be entitled to the following holidays for which they will be paid the regular rate of pay:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day

- Independence Day/July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day at Christmas (to be determined by the Mayor)
- Personal Holiday

Civil Service Employees Policy:

Section VI-9

Holidays

1). Designated holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day/July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day at Christmas (to be determined by the Mayor)
- Personal Holiday

If approved, the cost of adding one holiday for the year 2003 has been projected to be \$86,410.00 based on 2002 salary ranges.

Staff is available to answer any questions you may have.

STAFF REVIEW FORM

Transportation
C. 11. . Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF December 3, 2002 MAYOR'S APPROVAL _____

FROM:

Kevin Santos

Alderman

Name

Division

Department

ACTION REQUIRED Resolution in Support of
Transportation Enhancement Act 2003 (TEA-3)

COST TO CITY:

-0-

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

_____ Budgeted Item

_____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.: _____

Administrative Services Director

Date

Mayor

Date

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF TRANSPORTATION
ENHANCEMENT ACT 2003 (TEA-3)

WHEREAS, the City Council of the City of Fayetteville, Arkansas supports alternative transportation and sidewalk construction linking schools and neighborhoods; and

WHEREAS, the United States Congress is currently considering financial support to localities to help fund Safe Routes To School programs and to strengthen Congestion Mitigation and Air Quality and other TEA-21 programs.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby expresses its support of federal funding for the proposed Safe Routes To Schools program, Congestion Mitigation and Air Quality program, bicycle friendly transportation systems and other TEA-21 programs.

PASSED and APPROVED this the 3rd day of December, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

TELL THE US DEPARTMENT OF TRANSPORTATION TO SUPPORT BICYCLING!

The US Department of Transportation [US DOT] is preparing for the reauthorization of the federal transportation bill and is seeking feedback from stakeholders. Bicycling projects have received over \$2 billion in federal support since 1991 and are currently eligible to receive support under several programs in the current legislation.

The federal transportation bill -- referred to as ISTEA in 1991, TEA-21 in 1998, and its renewal now labeled TEA-3 - authorizes over \$200 billion in support for transportation. Will the US DOT's version of T3 support a Safe Routes to School program? Will it specify the continued support for bicycling? Will it adopt policies that ensure that new roads and rebuilt roads are safe for bicyclists?

Please take this opportunity to tell the US DOT about the importance of supporting bicycling in T3. This is the first time that US DOT is providing an Internet-based site for individuals to express their opinions and offer suggestions.

The League asks that you craft a personal response regarding the need for more support for bicycling in our transportation system. In addition, we suggest that you tell US DOT to support the following points in their final proposal to Congress:

Safe Routes to School
T3 should support the creation of local Safe Routes to School programs [SRTS]. SRTS programs link neighborhoods to their schools, encourage our children to become more physically active, relieve morning congestion and reduce the cost of school transportation.

Bicycle-Friendly Transportation Systems
Every transportation project and program has an impact on bicyclists and pedestrians. That impact should be positive. T3 should ensure that bicyclists are accommodated in every project.

Strengthen Enhancements, CMAQ (Congestion Mitigation and Air Quality) and other TEA-21 Programs

The majority of bicycle projects are currently funded through the popular and oversubscribed Transportation Enhancements programs. No additional categories should be added to the TE program. Explicit language on the eligibility of bicycle projects should be added to other categories, such as CMAQ, so that state DOT administer support for bicycling through these other programs as well.

Go to
<http://www.fhwa.dot.gov/reauthorization>
and click on "input" to give your comments.
Or directly to: <http://dmses.dot.gov/es/>

You will be asked to establish a user name and password which will take a minute of your time, and helps validate the electronic input process.

You may directly attach a file as your comment, so that you can take time composing your input ahead of time if you'd like.

Copy comments to
bikeleague@bikeleague.org to help the League of American Bicyclists keep the pressure on in Washington.

Written comments may be sent to:
Docket Clerk
US Department of Transportation Room PL-401
Docket Number: OST-2002-12170
400 7th Street, SW, Washington, DC 20590

*Comments are accepted until
January 1, 2003*

For more information on the fight for bikes in T3,
visit <http://www.americabikes.org>
<http://www.uark.edu/ALADDIN/bco>

For the Fayetteville City Council meeting of: December 3, 2002**FROM:**Dan CoodyMayor's Office

Name

Division

Department

ACTION REQUIRED: Approve resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session**COST TO CITY:**na

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

___ Budgeted Item

___ Budget Adjustment Attached

Budget Manager_____
Administrative Services Director**CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:**_____
Accounting Manager_____
Date_____
ADA Coordinator_____
Date_____
City Attorney_____
Date_____
Internal Auditor_____
Date_____
Purchasing Officer_____
Date_____
Date**STAFF RECOMMENDATION: Approve resolution**_____
Division Head_____
Date

Cross Reference

Department Director_____
Date

New Item: XXXXX Yes

No

Administrative Services
Director_____
Date

Prev Ord/Res #:

Orig Contract Date:

Mayor_____
Date

STAFF REVIEW FORM

Description

Meeting Date

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

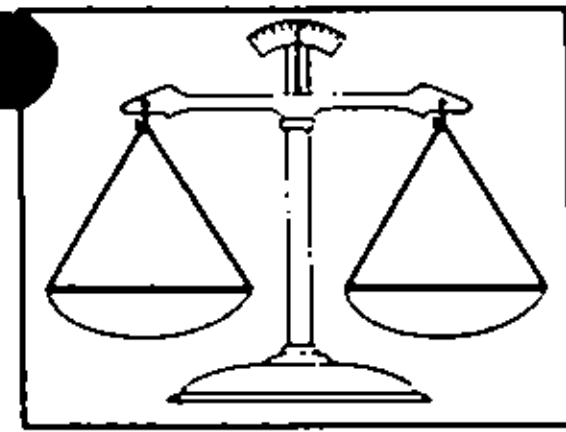
ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

DATE: December 4, 2002

RE: Passed Ordinances and Resolutions from City Council
meeting of December 3, 2002

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

- 183-02* 1. **BKD, LLP:** Resolution approving contract amendment to contract with BKD, LLP in amount of \$6,000 for additional audit costs;
- 184-02* 2. **Instituform Technologies:** Resolution awarding construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of first term in amount of \$308,250 with contingency of \$30,000 and approval of second term in amount of \$308,250 with contingency of \$30,000, contingent upon approval of 203 budget including sewer rehabilitation project contained therein;

185-02 3. **Motorola:** Resolution approving radio maintenance contract in amount of \$93,965.48 to Motorola;

186-02 4. **Merit Electric:** Resolution approving a contract with Merit Electric for installation of new ball field lighting at Lake Fayetteville Softball Complex in amount of \$256,000 with project contingency of \$38,400 for total cost of \$294,400 along with approval of budget adjustment;

187-02 5. **Rupple Road:** Resolution awarding construction contract in amount of \$753,920.40 to Red Deer, Ind. for construction of Rupple Road from Wedington Drive to Donald W. Reynolds Boys and Girls Club; approval of contingency in amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities and approval of budget adjustment;

188-02 6. **Holiday:** Resolution adding one additional holiday to City's benefit package in accordance with Hay Group's Benefit Analysis Report;

189-02 7. **Group Benefits:** Resolution approving contract for employee group benefits for 2003;

190-02 8. **Transportation Enhancement:** Resolution in support of Transportation Enhancement Act 2003 (TEA-3);

191-02 9. **FEMA:** Resolution accepting grant from FEMA in amount of \$111,508 to purchase protective gear for Fire Department;

4442 10. **VA 02-12.00 and 02-13.00:** Ordinance approving vacation request as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street; request is to vacate a drainage easement;

- 4443
11. **RZN 02-34.00:** Ordinance approving rezoning request as submitted by Mel Milholland on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive; property is zoned A-1, Agricultural and contains approximately 2.8 acres; request is to rezone to R-1, Low Density Residential;

- 4444
12. **RZN 02-38.00:** Ordinance approving rezoning request as submitted by Alan Reid on Behalf of Betty Ruble for property located at 625 N. 54th Avenue; property is zoned A-1, Agricultural and contains approximately 2.12 acres; request is to rezone to R-1, Low Density Residential;

- 192-02
13. **Audubon Lease:** Resolution authorizing City of Fayetteville to negotiate an agreement with the National Audubon Society for property located within the Wilson Springs Business Park

- 4445
14. **VA 02-14.00:** Ordinance approving vacation as submitted by Karan Sander for property located at 1385 Wimbledon Place; request is to vacate section of utility easement;

- 193-02
15. **Public Access:** Resolution accepting contract for public access television services from January 1, 2003 until January 31, 2003.

**DRAFT TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 3, 2002**

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **PUBLIC ACCESS:** A resolution accepting a contract for public access television services from January 1, 2003 until December 31, 2003.
3. **SOUTHERN VIEW APARTMENTS:** A resolution accepting the Parks and Recreation Advisory Board to accept money in lieu of land for Southern View Apartments.
4. **BKD, LLP:** A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.
5. **INSITUFORM TECHNOLOGIES:** A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral line, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.
6. **MOTOROLA:** A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola
7. **MERIT ELECTRIC:** A resolution approving a contract with Merit Electric for the installation of new ballfield lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.

B. OLD BUSINESS

C. NEW BUSINESS

1. **SOCCER COMPLEX** ??
2. **AUDUBON LEASE:** - *Bunda*
3. **VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.
4. **RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.

puller
Jan 11/15 agenda

9	<i>Jordan</i>
10	<i>planning w/ boundary.. →</i>
11	<i>outdoor lighting. -</i>

5. **PUBLIC FACILITY BOARD:** An ordinance authorizing the Fayetteville Public Facilities Board to develop student housing facilities and to issue revenue bonds for the purpose of financing the same; authorizing and prescribing other matters pertaining thereto; and declaring an emergency.
6. **RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$\$\$\$\$ to ?????? for the construction of Rurple road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$\$\$\$ for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.
7. **HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.
8. **GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.

NORTHWEST ARKANSAS EDITION
Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

I, Melanie Williams, do solemnly swear that I am
Legal Clerk of the Arkansas Democrat-Gazette newspaper, printed and
published in Lowell, Arkansas, and that from my own personal knowledge
and reference to the files of said publication, the advertisement of:

Supra Agenda was inserted in the regular editions on
12/2/02.

** Publication Charge: \$ 215.30

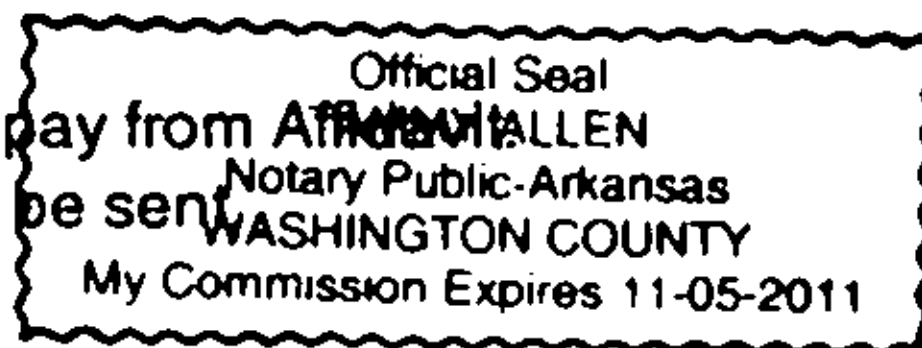
Subscribed and sworn to before me this

2 day of Dec., 2002.

Sammy Allen
Notary Public

My Commission Expires: _____

** Please do not pay from Affidavit
An invoice will be sent



**FINAL AGENDA
CITY COUNCIL
DECEMBER 3, 2002**

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.



A. CONSENT

1. APPROVAL OF THE MINUTES
2. PUBLIC ACCESS: A resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.
3. BKD, LLP: A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.
4. INSITUFORM TECHNOLOGIES: A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.
5. MOTOROLA: A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.
6. MERIT ELECTRIC: A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.
7. RUPPLE ROAD: A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Inc. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.
8. HOLIDAY: A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.
9. GROUP BENEFITS: A resolution approving a contract for employee group benefits for 2003.
10. TRANSPORTATION ENHANCEMENT: A resolution in support of Transportation Enhancement Act 2003 (TEA-3).
11. FEMA: A resolution accepting a grant from FEMA in the amount of \$111,508 to purchase protective gear for the Fire Department.

B. OLD BUSINESS

1. VA 02-12.00 and 02-13.00: An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.
2. RZN 02-34.00: An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Mitholland of Mitholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
3. RZN 02-37.00: An ordinance approving rezoning request RZN 02-37.00 as submitted by Mitholland Company on behalf of Ozark Adventure for property located east of Futrell Drive, west of Baldwin Plano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.
4. RZN 02-38.00: An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruple for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.
5. IMPACT FEES: An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the second reading at the November 25, 2002.
6. OLD MISSOURI ROAD: A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting.

C. NEW BUSINESS

1. AUDUBON LEASE: A resolution authorizing the City of Fayetteville to enter into an agreement with Audubon Arkansas for property within the Wilson Springs Business Park.
2. VA -02-14.00: An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.
3. RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00: Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the M2 District Neighborhood Association.
4. FRISCO: A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, Arkansas.
5. FRANCHISE FEE: Approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPSCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.
6. 2003 BUDGET: A resolution adopting the proposed 2003 Annual Budget and Work Program.